

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, MARCH 13, 2024
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Members of the public may attend in person or remotely. For those members of the public interested in viewing the meeting remotely visit:
<https://www.tarrytownny.gov/home/events/46821> for instructions on how to view via Zoom.

Action Items

Appointment Correction for Skilled Laborer
Letter of Intent for Climate Pollution Reduction Grant (CPRG) Program

Open Session

1. Board of Trustees Concerns
2. Budget Recap for Tentative Budget 2024-2025
3. Open Streets Year 2024
4. Pool Membership Discounts
5. Fitness Center - Free Memberships for Volunteer Firefighters
6. Renewal of Parking Agreement with Wilder Balter Partners for 62 Main Street Development
7. Discussion – 2024 TEAC Priorities and Budget
8. Renewal of Library IMA
9. July 4th Fireworks
10. Discussion – Service Agreements
11. Request for Code Change – Battery Energy Storage Systems
12. Request for Consumption of Open Container of Alcohol for Street Fair

Executive Session

- A. Advice of Counsel
- B. EMCCC

Adrian Rivera

Appointment of a Skilled Laborer-DPW (amendment)

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown hereby appoints of Sandro Rivera to the position of Skilled Laborer, Step 5, in the Department of Public Works at an annual starting salary of \$82,149, effective Monday, March 4, 2024, subject to a probationary period not to exceed one year and subject to all applicable civil service rules and regulations.

ACTION ITEM RESOLUTION: Letter of Intent to join the Mid-Hudson Municipal Building Electrification Coalition Application to the EPA's Climate Pollution Reduction Grant Program

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby authorize the Village Administrator to submit a Letter of Intent to the Hudson Valley Regional Council committing to join the Mid-Hudson Municipal Building Electrification Coalition Application to the EPA's Climate Pollution Reduction Grant Program; and

BE IT FURTHER RESOLVED that upon review and agreement by the Village Attorney, the Village Administrator is authorized to sign a Memorandum of Agreement no later than June 21, 2024 with the Hudson Valley Regional Council and other participating municipalities in the Mid-Hudson Municipal Building Electrification Coalition that demonstrates that the municipal agencies have consulted with each other and are committed to fulfilling their respective roles and responsibilities to successfully implement the Greenhouse Gas (GHG) reduction measures described in the application.

Memorandum

[Municipal Letterhead]

March 15, 2024

Attn:

Carla Castillo, Executive Director
Hudson Valley Regional Council
105 Ann Street, #2
Newburgh, NY 12550

**Re: City/Town of _____ Commitment to Joining the Mid-Hudson Municipal Building
Electrification Coalition Application to the EPA's Climate Pollution Reduction Grant Program**

Dear Ms. Castillo:

The City/Town of ___[participant]_____ commits to participating in the coalition proposal being submitted by the Hudson Valley Regional Council (HVRC) to the Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG) Program. We intend to sign the Memorandum of Agreement no later than June 21, 2024. As a New York State Climate Smart [Bronze/Silver] Certified Community and NYSEDA Designated Clean Energy Community, the City/Town of ___[participant]_____ understands the importance of reducing our community's greenhouse gas (GHG) emissions. We are eager to work together with our neighboring municipalities and HVRC to significantly lower emissions produced by our [name facility], a [XX] square foot structure that serves our community by [insert].

Our coalition is a group that has been participating in the Climate Action Planning Institute (CAPI) since 2023 – a program developed by HVRC to guide a cohort of local governments through the development of government operations GHG inventories and climate action plans. Grant funding from the New York Department of Environmental Conservation Climate Smart Communities made this work possible. As a group we have measured our emissions, committed to reducing them, and modeled how to implement the reductions. The CPRG Program will let us take the next important step from planning to implementing emissions reductions identified in the environmental planning documents produced as a part of CAPI.

The City/Town of ___[participant]__ supports the goals of the Hudson Valley Regional Council's proposal for the Climate Pollution Reduction Grant Program and we look forward to being part of the program if selected. This coalition proposal aims to significantly cut government operations greenhouse gas emissions in the Mid-Hudson Region by enhancing municipal building efficiency and decreasing fuel oil and natural gas consumption. Additionally, this multi-municipal effort will help New York State meet the goals of the Climate Leadership and Community Protection Act as well as the United States' goal to reduce GHG emissions 50% by 2030.

Respectfully submitted,

Name of Chief Elected Official

LICENSE AGREEMENT

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31, 2021, by and among the VILLAGE OF TARRYTOWN, New York, a municipal corporation with offices at One Depot Plaza, Tarrytown, NY 10591-3199 (the "Licensor") and 62 MAIN HOUSING DEVELOPMENT FUND COMPANY, INC., an Article XI New York private housing finance law corporation and a New York not-for-profit corporation, having its principal office located c/o Housing Action Council, Inc., 55 South Broadway, Tarrytown, New York 10591 (the "HDFC"), as nominee of 62 MAIN LIMITED PARTNERSHIP, a New York limited partnership, having its principal office located c/o Wilder Balter Partners, Inc., 480 Bedford Road, Chappaqua New York 10514 (the "Partnership"); and, together with HDFC, collectively, the "Licensee").

RECITALS:

A. Licensor is the fee owner of the property known as the South Washington Street West Lot, located at S. Washington Street, Tarrytown, New York, which is also known and designated on the tax assessment map of the Town of Greenburgh as Section 1.70, Block 33, Lot 11 (the "Licensor Property"). The Licensor Property is used as a municipal parking lot and consists of twenty-five (25) metered parking spaces.

B. Licensee is the owner of the adjoining property known as 62 Main Street, Tarrytown, New York which property is now or formerly known and designated on the tax assessment map of the Town of Greenburgh as Section 1.70, Block 33, Lots 23.1 and 23.2 (proposed to become Lots 23..R and 23..V) (the "Licensee Property"). Licensee is redeveloping the Licensee Property with a new affordable mixed-income senior multi-family building with 109 dwelling units and a three-level parking structure ("Garage") in which approximately 69 parking spaces on the ground level will be for Village use (the "Municipal Spaces") and 121 parking spaces on two below ground levels will be for building residents (collectively, the "Improvements"). The Municipal Spaces, once constructed, will be accessible from the Licensor Property; and

C. Licensee, and its contractors and subcontractors, desire access to and use a portion of the Licensor Property shown as the Temporary Construction Staging Area (the "License Area") on the plan prepared by Kimley-Horn of New York, P.C. dated February 5, 2020 and last revised November 13, 2020 attached hereto as Schedule A, for the following uses and activities (collectively, the "Permitted Use"): (i) ingress and egress during the construction of the Improvements (the "Construction"); (ii) conduct of pre-Construction survey; (iii) parking for Licensee, its agents, employees, and invitees; (iv) excavation to accommodate foundation work on Licensee Property; (v) placement, storage, and hoisting of equipment and materials; (vi) placement of Construction trailer.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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- (1) **GRANT:** Subject to the terms and conditions of this Agreement, Licensor (and any and all successors of Licensor to the License Area) hereby grants to Licensee, along with its successors and/or assigns, an exclusive, limited license (the "License"), terminable and revocable in accordance with the terms of this Agreement, to enter upon the Licensor Property and use the License Area for the Permitted Use at such times and in such manner as Licensee shall determine, subject to the terms and conditions of this Agreement. This License and use of the License Area by Licensee shall make every effort not to interfere with nor impair access to the adjacent parking lot associated with the property at 54 Main Street in the Village of Tarrytown, subject to the terms of any separate license agreement between Licensee and the owner of 54 Main Street.

Licensee shall give Licensor at least seven (7) days' prior written notice of Licensee's first entry into the License Area.

- (2) **TERM:** The term of this Agreement and the License granted herein (the "Term") shall commence upon the date of this Agreement and expire on the earlier of: (a) the date which is twenty-seven (27) months after the date of entry by Licensee upon the License Area for the commencement of the Permitted Use; or (b) written notice of cessation of the Permitted Use by Licensee. The Term may be extended for one (1) additional three (3) month period upon written notice to Licensor given at least fifteen (15) days prior to expiration of the Term. In the event the holder of a senior mortgage (a "Mortgage Holder") encumbering the Licensee Property, Mortgage Holder's designee or a third party taking title to the Licensee Property via foreclosure or deed in lieu of foreclosure or a third party taking title to the Licensee Property from a Mortgage Holder or its designee that first took title via foreclosure or deed in lieu of foreclosure (any such party, a "Subsequent Owner"), such Subsequent Owner shall be deemed to have succeeded to the rights and obligations of Licensee hereunder, and the Term shall be extended for the period reasonably necessary for the Subsequent Owner to complete construction of the Improvements ("Subsequent Owner Extension"), and Subsequent Owner shall pay to Licensor a license fee in the amount equal to the number of days of the Subsequent Owner Extension multiplied by the daily permit fee for nine (9) parking spaces (pursuant to the master fee schedule filed with the Village of Tarrytown at the time of the commencement of Subsequent Owner Extension).

- (3) **PERMITTED USE:** The License granted hereunder shall be solely for the Permitted Use. Licensee shall use commercially reasonable efforts to minimize the interruption of Licensor's current use of the Licensor Property, if any, and shall repair any damage to the Licensor Property and the improvements thereon caused by Licensee and/or its agents, employees, contractors, subcontractors, licensees or invitees at its sole cost and expense (collectively, the "Licensee Parties").

Licensor shall have no responsibility or liability with respect to the equipment and materials of Licensee or the Licensee Parties located in the License Area or the Licensor Property unless caused by the gross negligence or willful misconduct of Licensor.

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- (4) **LICENSE FEE:** Licensee shall, upon execution of this Agreement, pay to Licensor for the License granted hereunder a fee of \$1.00, except that as consideration for use of the License Area and as a condition of this License, the Licensee at its sole cost and expense: (i) shall develop plans for restriping, reconfiguration, repair, and repaving of the entire Licensor Property and for repairing the catch basin located in Licensor Property (collectively, the "Lot Work"); (ii) shall incur all costs associated with and/or related to the Lot Work; (iii) shall obtain approval of the plans for the Lot Work from the Village Engineer/Building Inspector, which approval shall not to be unreasonably withheld, conditioned or delayed; and (iv) shall perform the Lot Work to the satisfaction of the Village Engineer/Building Inspector. .
 - (5) **SUPERVISION:** Licensee shall take all reasonable precautions including, without limitation, the posting of signs and the placing of barricades if directed to do so by Licensor, as are reasonably necessary to protect public safety and for the safety of any persons working on or traveling upon or in any way using the Licensor Property. Licensee shall also be responsible for and take all precautions for the protection of all persons and of real and personal property situated on the perimeter adjacent to or abutting the License Area.
 - (6) **CONFORMITY WITH LAW:** The Permitted Use shall be performed by Licensee in conformity with customary practices for the performance of such activities and shall at all times be performed be in compliance with all local, State, and federal laws, statutes, rules, and regulations pertaining thereto. Licensee shall be solely responsible for obtaining and maintaining permits or other governmental approvals required for Licensee to use the License Area for the Permitted Use, if any, at its sole cost and expense.
 - (7) **NO ELECTRICAL USAGE:** Licensee shall not utilize any electrical power supply at or from the Licensor Property in connection with the Permitted Use and any required lighting, and all such electrical power must be supplied from the Licensee Property.
 - (8) **QUALITY OF LIFE:** Licensee shall, in compliance with all applicable law, to the maximum extent practicable limit noise, dust, debris, odors, and all other adverse effects and disruption associated with the Construction and the Permitted Use, and shall immediately notify Licensor of any condition that may adversely impair the health and/or safety of any individual at the Licensor Property. Licensee agrees that it shall use commercially reasonable efforts to prevent the Licensee Parties from entering upon any portion of the Licensor Property other than the License Area.
 - (9) **WORK HOURS:** Licensee shall be permitted to enter upon the Licensor Property for the Permitted Use and approved purposes (under this Agreement or otherwise), only during the hours (the "Work Hours") of 8:00 A.M. to 6:00 P.M. on Monday through Friday, except in the case of an emergency.
 - (10) **DEBRIS REMOVAL:** Licensee shall ensure any construction debris on the Licensor Property shall be promptly removed.

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(11) **INSURANCE:** Prior to entry on the Licensor Property, and throughout the Term of this Agreement:

(i) Licensee shall obtain and maintain, at Licensee's sole cost and expense, and keep in force: (a) a policy of commercial general liability insurance, protecting and indemnifying Licensor and Licensee against any and all liabilities and claims for damages to persons or property occasioned on or about any part of the License Area, and all other areas adjacent to the License Area, with such policy to be in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, including, without limitation, bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability; coverage to be written on a per-project basis, and (b) a commercial umbrella liability policy in the amount not less than \$5,000,000; and (ii) Licensee's contractor shall obtain and maintain, at the contractor's sole cost and expense, and keep in force worker's compensation insurance having such limits, and containing such terms and conditions, as are required under applicable law, and automobile liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000). The aforementioned liability policies shall not contain restrictions and/or exclusions from coverage pertaining to the scope of work under this Agreement, or with respect to claims, demands or causes of action of employees, subcontractors, or independent contractors.

All insurance policies required to be procured and maintained hereunder shall (i) with the exception of worker's compensation insurance, insure and name Licensor and any future superior lessors and mortgagees of the Licensor Property, as their interests may appear, as additional insureds; (ii) be issued by financially responsible insurance companies acceptable to Licensor; (iii) be written as primary policy coverage and not contributing with or in excess of any coverage which Licensor may carry; (iv) contain an express waiver of any right of subrogation by the insurance company against Licensor and its agents and employees; and (v) shall contain provisions that the coverage afforded thereunder shall not be canceled or reduced, nor shall restrictive modifications be added, without the carrier providing Licensor and/or the additional insureds with at least thirty (30) days prior written notice thereof.

Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to any insurance coverage, shall be deemed to limit or restrict in any way the liability of Licensee arising under or out of this Agreement.

On or before the execution of this Agreement, Licensee shall deliver to Licensor certificates of insurance and related policy endorsements evidencing all of the coverages required hereunder.

Licensee shall not do or permit to be done any act or thing upon the License Area that will invalidate or be in conflict with any insurance policies covering the same. Licensee shall promptly comply with all insurance underwriter's rules, orders, regulations, or requirements relating to such insurance policies, and shall not do or permit anything to be done in or about the License Area which shall increase the rate of insurance on the Licensor Property.

(12) **INDEMNIFICATION:**

- A. To the fullest extent permitted by law, Licensee shall defend, indemnify, protect, and save harmless Licensor and its members, partners, venturers, stockholders, directors, officers, employees, agents, legal representatives, successors and assigns (the "Licensor Parties") from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, that (i) arise from or are in any way connected with the License granted hereunder or any of Licensee's activities in connection with the Construction or Permitted Use; (ii) arise from or are in way connected with any act or omission of Licensee or the Licensee Parties; (iii) result from any default of this Agreement or any provision hereof by Licensee; (iv) result from the presence of Licensee's property or equipment on the License Area; or (v) result from injury to person or property or loss of life sustained on or about the License Area, all regardless of whether such claims are asserted or incurred before, during, or after the term of this Agreement.
- B. In addition to and not in limitation of the foregoing, Licensee agrees to be responsible for any and all physical damage ("Damage") to the License Area or the Licensor Property or the property of the Licensor Parties as a result of the Construction or the Permitted Use or any other acts or omissions under this Agreement of the Licensee Parties or any of them. Licensee agrees to reimburse Licensor, within thirty (30) days of written demand, or, if a claim is made by Licensee under its policy of commercial general liability insurance, within thirty (30) days after payment or denial of such claim, for the cost of such Damage, which demand shall include a description of the Damage and such documentation as is reasonably necessary to support the cost of repairing same. This provision shall survive the expiration or termination of this Agreement.
- C. If, due to any act or omission of any Licensee Party, including but not limited to any breach by Licensee of any obligations hereunder, any violations and/or penalties issued by any governmental agencies under any building code, fire code or other law, ordinance or regulation ("Violations") are filed against the Licensor Property, or any portion thereof, then Licensee, at its sole cost and expense, shall be responsible for performing all work, paying all fines, and filing such applications as may be necessary in order to promptly cure and remove any such Violations of record. Without limiting the generality of the foregoing, in the event of a Violation, Licensee shall, within ten (10) days of the filing thereof, at Licensee's sole cost and expense, correct the condition giving rise to such Violation, or, if such Violation cannot reasonably be cured within ten (10) days, commence correcting the condition and diligently pursue and cause the cure and discharge of record of each Violation. All costs associated with preparing and filing of such documents shall be the responsibility of the Licensee. Notwithstanding the foregoing, Licensee shall have no responsibility to cure any Violation caused by the Licensor or any Licensor Party.
- D. Licensee's obligations under this paragraph shall survive the termination of this Agreement.

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- (13) **WAIVER OF RESPONSIBILITY**: Licensor shall not be liable for, and Licensee waives, all claims for loss or damage, economic or otherwise, to Licensee's business or damage to person or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence in, on or about the Licensor Property, including, without limitation, claims for loss, theft or damage, resulting from any cause whatsoever. To the maximum extent permitted by law, Licensee shall use and occupy the License Area at Licensee's own risk.
- (14) **VACATION OF LICENSE AREA**: Upon expiration or termination of this Agreement, or if Construction is halted for six (6) consecutive months or more, Licensee shall promptly: (i) remove its personnel, materials, equipment, and personal property from the License Area; (ii) vacate the License Area; and (iii) return the License Area and Licensor Property to as near to its original condition prior to the Permitted Use as is practicable under the circumstances, including repair of any damage from excavation work and application of topcoat on all paved areas as well as striping. Licensee shall keep the License Area clean and shall repair any damage to the License Area and Licensor Property caused by Licensee's use of the License Area or caused by Licensee's removal of its materials, equipment, and personal property therefrom or by the Construction or the Permitted Use.
- (15) **HAZARDOUS SUBSTANCES AND PROHIBITED USE**: Licensee and the Licensee Parties shall not at any time cause or permit any Hazardous Substances to be brought upon, kept, used or released in, on, or about the License Area except in accordance with applicable law. Hazardous Substances are defined as any hazardous substances, hazardous wastes, or toxic substances, petroleum, petroleum byproducts, or derivatives, as those terms are defined and regulated under CERCLA, 42 U.S.C. 9601 *et seq.*, RCRA, 42 U.S.C. 6901 *et seq.*, TSCA, 15 U.S.C. 2601 *et seq.*, or any similar state statute, regulation or order. Licensee and the Licensee Parties shall comply with all environmental laws and regulations and to take such other actions as may be reasonably required to protect the License Area against environmental liabilities. Without limiting the foregoing, if the presence of any Hazardous Substances on or about the License Area caused or permitted by Licensee or the Licensee Parties, either before or after the effective date of this Agreement, results in any contamination of any portion thereof, Licensee shall promptly take all actions at its sole cost as are necessary to return the License Area to the condition existing prior to the introduction of any such Hazardous Substances, subject to obtaining Licensor's prior written consent to the actions to be taken by Licensee, which consent may be granted or withheld in Licensor's sole, but reasonable, discretion. The terms and provisions of this paragraph shall survive the termination of this Agreement.
- (16) **WASTE OR NUISANCE**: Licensee shall not commit or suffer to be committed any waste or nuisance upon the License Area or the Licensor Property. Licensee shall take such action as may be reasonably necessary to prevent or terminate any such nuisance or waste arising out of Licensee's use of the License Area, including, without limitation, any nuisance created by employees, agents, or contractors of Licensee.
- (17) **GOVERNING LAW; VENUE**: This Agreement shall be governed and construed in accordance with the laws of the State of New York and shall not be modified, altered, or

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amended except in writing as agreed to by the parties hereto. Each party to this Agreement hereby agrees and consents that any legal action or proceedings with respect to this Agreement shall only be brought in and subject to the exclusive jurisdiction of the courts of the State of New York and in Westchester County. By execution and delivery of this Agreement, each such party hereby: (i) accepts the jurisdiction of the aforesaid courts; (ii) waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue set forth above; and (iii) further waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum

- (18) **NOTICES:** All notices or other communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (i) when actually delivered and received, if personally delivered; or (ii) three (3) business days after being mailed, if sent by certified mail, postage prepaid, return receipt requested; or (iii) one (1) business day after being sent by overnight delivery service, all to the following addresses:

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If to Licensor:

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

Attention: Richard Slingerland, Village Administrator

With a copy to: Silverberg Zalantis LLC
120 White Plains Rd., Suite 305
Tarrytown, NY 10592

Attention: Katherine Zalantis, Esq.

If to Licensee: 62 Main Limited Partnership
c/o Wilder Balter Partners, Inc.
480 Bedford Road
Chappaqua New York 10514

Attention: Bill Balter

With a copy to:
DelBello Donnellan Weingarten Wise & Wiederkehr, LLP
One North Lexington Avenue – 11th Floor
White Plains, New York 10601
Attention: Peter J. Wise, Esq.

With a copy to:

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

With a copy to:

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

With a copy to:

Citibank, N.A.
388 Greenwich Street, Trading 6th Floor
New York, New York 10013

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Attention: Desk Head, Transaction Management Group
Re: 62 Main Street Deal # [TBD]

With a copy to:

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

With a copy to:

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

With a copy to:

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

With a copy to:

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

Each party shall have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same in the manner as previously set forth herein. Any notice which is refused or returned as undeliverable when properly addressed, shall be deemed received in accordance with this paragraph.

- (19) **COUNTERPARTS**: This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement. Electronic signatures shall be deemed originals.
- (20) **SUCCESSORS AND ASSIGNS**: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. This Agreement may not be assigned by any party, except with the prior written consent of the other parties to this Agreement.

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- (21) **ENTIRE UNDERSTANDING**: This Agreement constitutes the entire understanding of the parties and supersedes all prior verbal and written agreements, negotiations, proposals and representations and statements with respect to the subject matter hereof and may not be modified except by a writing signed by all of the parties hereto.
- (22) **LICENSE ONLY AGREEMENT**: This Agreement is intended to create a license only granting to the Licensee the right to use the License Area as permitted hereunder. No Landlord-Tenant relationship is intended.
- (23) **TERMINATION**: In the event that the Licensee shall fail to keep or perform any of the terms, conditions, and covenants of this Agreement and such failure is not cured within ninety (90) days of written notice from Licensor, then at the option of the Licensor this Agreement may be revoked and the terms thereof be terminated and cancelled by the Licensor on thirty (30) days prior written notice, and upon the giving of such notice this Agreement shall terminate on the date fixed in such notice. A Mortgage Holder shall have the right, but not the obligation, to cure any such failure, and Licensor shall accept such cure as though performed by the Licensee.
- (24) **HEADINGS AND EXHIBITS**: The paragraph headings herein are inserted for convenience only and shall not affect the construction of this Agreement.
- (25) **NON-WAIVER OF PERFORMANCE**: Any failure by a party hereto (collectively and/or individually referred to as the "non-waiving party") to insist upon the strict performance by the other party hereto of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the non-waiving party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by the other party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

LICENSOR:

VILLAGE OF TARRYTOWN, NEW YORK

By: Richard Slingerland

Name: Richard Slingerland
Title: Village Administrator

LICENSEE:

62 MAIN HOUSING DEVELOPMENT FUND
COMPANY, INC.

By: _____

Name: Rosemarie Noonan
Title: President

62 MAIN LIMITED PARTNERSHIP

By: 62 Main Manager LLC, its Managing General
Partner

By: WBP Manager LLC, its Managing
Member

By: _____

Name: William G. Balter
Title: Authorized Signatory

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LICENSOR:

VILLAGE OF TARRYTOWN, NEW YORK

By: _____
Name: Richard Slingerland
Title: Village Administrator

LICENSEE:

62 MAIN HOUSING DEVELOPMENT FUND
COMPANY, INC.

By: Rosemarie Noonan
Name: Rosemarie Noonan
Title: President

62 MAIN LIMITED PARTNERSHIP

By: 62 Main Manager LLC, its Managing General
Partner

By: WBP Manager LLC, its Managing
Member

By: _____
Name: William G. Balter
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

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VILLAGE OF TARRYTOWN, NEW YORK

By: _____
Name: Richard Slingerland
Title: Village Administrator

LICENSEE:

62 MAIN HOUSING DEVELOPMENT FUND
COMPANY, INC.

By: _____
Name: Rosemarie Noonan
Title: President

62 MAIN LIMITED PARTNERSHIP

By: 62 Main Manager LLC, its Managing General
Partner

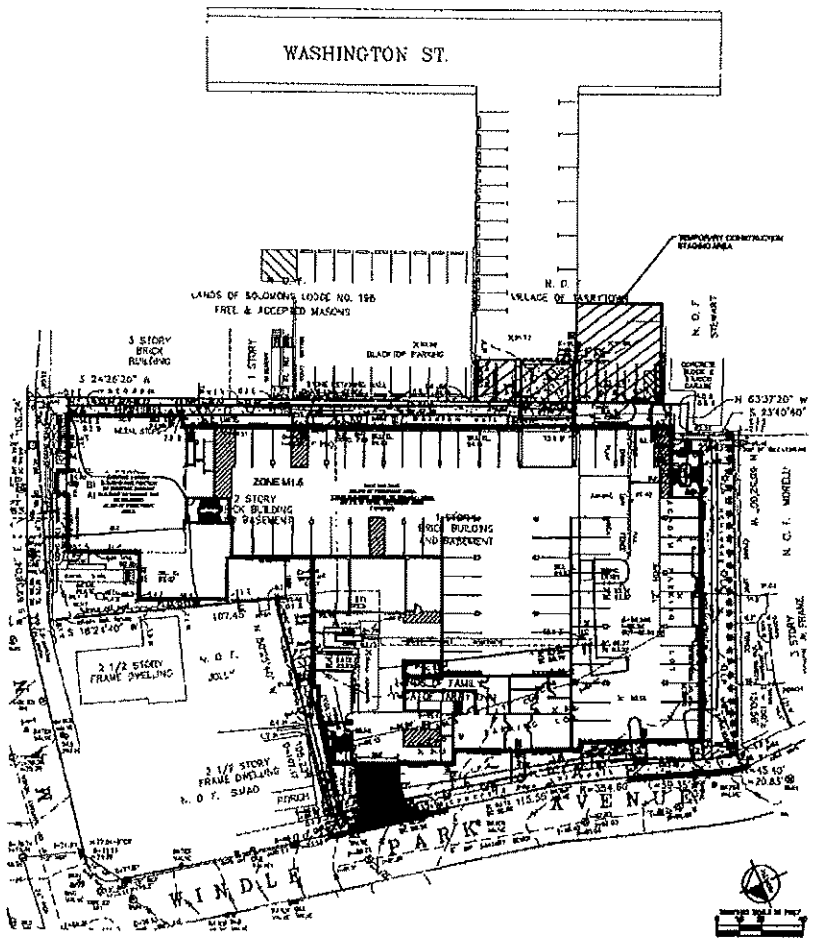
By: WBP Manager LLC, its Managing
Member

By: _____
Name: William G. Balter
Title: Authorized Signatory

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SCHEDULE A

WASHINGTON ST.



LEGEND

- EXISTING BUILDING
- PROPOSED BUILDING
- PARKING AREA
- UTILITY LINES
- EASEMENT
- BOUNDARY

DATE FOR CONSTRUCTION	
Kinley Horn ARCHITECTS 1000 W. WINDLE PARK AVENUE SUITE 100 WASHINGTON, DC 20001 TEL: (202) 462-1100 FAX: (202) 462-1101 WWW.KINLEYHORN.COM	
Wicker Beller PARTNERS INC 1000 W. WINDLE PARK AVENUE SUITE 100 WASHINGTON, DC 20001 TEL: (202) 462-1100 FAX: (202) 462-1101 WWW.WICKERBELLER.COM	
TEMPORARY CONSTRUCTION STAGING AREA	
TARRANTOWN YMCA REDEVELOPMENT 1000 W. WINDLE PARK AVENUE WASHINGTON, DC 20001 TEL: (202) 462-1100 FAX: (202) 462-1101 WWW.TARRANTOWNY.MCA.COM	
SA-1	

THIS PLAN IS A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES. THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES AND ANY OTHER AGENCIES THAT MAY BE INVOLVED IN THE CONSTRUCTION OF THE PROJECT. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES AND ANY OTHER AGENCIES THAT MAY BE INVOLVED IN THE CONSTRUCTION OF THE PROJECT.

2024 TEAC Priorities and Budget Estimates

Landscaping

- Enact an Adopt a Spot program to encourage public participation in Village planting and invasive removal projects.
- Install professional, weather resistant interpretive signs at Sarah Michaelis, Neperan, and Patriots pollinator gardens. Bilingual signs will be the same prototype approved by the BOT for the MNR garden - \$1,100
- Promote the planting of native plants, including milkweed, through seed/ plant giveaways and seeding events . 4-5 events for kids and adults will be held from spring through fall. Bilingual outreach at events - \$800
- Maintain and refresh existing barrels, tree wells on Broadway, Main Street and Opportunity Ctr. planters - \$700
- Add sustainable, low-maintenance native plants to existing Village Hall perennial beds - \$700

Landscaping Estimates - \$3,300

Energy and Conservation

- Complete a Solar-siting survey of the Village and get at least one Community Solar (or significant commercial or Village-facility) project approved
- Complete the Municipal-Operations-CAP by April and obtain CSC points and Grant
 - Begin one or more recommended actions from the MO-CAP strategies
- Re-investigate the potential of Warner Library for rooftop solar
- Complete the CAPI-Adapt process (6-8 mo timeframe)
- Materials for printing and laminating informational flyers and posters - \$150

Energy Estimates - \$150

Zero Waste

- Waste Warriors - educational materials - \$300
- Continue to work towards Village-run Curbside composting using Village owned trash trucks like Scarsdale, Larchmont and Tuckahoe.
- Collaborate with Sleepy Hollow and Hackley School on an anti- litter campaign. Would need Village approval and Police Department Participation - Costs TBD
- Special compost bin/vessel for pumpkins in Nov
- Compost giveback day for Earth Month - \$300
- Host 2 Swaps - \$100 Village donation to Neighborhood House
- Repair Cafe - Lamp repair parts pre-purchase - \$150
- Repair Cafe Banner - \$200
- Add new compost toter site(s) downtown - \$\$? idealistically

Zero Waste Estimates - \$1,050

Lakes

- Vine Squad Efforts Jan-March: Maintenance of Lakes Trails particularly white and yellow trails.
- Plant new trees at vine removal site on green trail coordinated by Parks Depts - Trees for tribes project Fall 2024?
- Plant a test area between County House Rd., the orange trail and the main trail's extension - purchase seedlings from DEC nursery sale of pussywillows and other meadow/wetlands natives as well as deer resistant plant sleeves - \$400
- Potential Pollinator Garden in the cleared area of Wilson Park.

Commented [1]: We want to start with a small test patch with low investment and if it is successful, we will apply for a grant in the future.

Lakes Committee Estimates - \$400

Community Outreach

- Earth Month - Create reusable totes (\$600), tees (\$900) and banners and signs (\$500) - \$2,000 total
- Earth month celebration with band - \$500
- River Sweep - \$60 for coffee and snacks for participants
- Eco Fair Banners - \$300
- Monthly Presence at Farmers Market

Community Outreach Estimates - \$2,860

Membership and License Fees

- NYSACC - \$75
- FCWC - \$50
- Mailchimp - FREE for now
- Website fees:
 - InMotion Hosting fees paid by Village (through Rich's credit card) - \$230, renews May 24, 2024
 - SquareSpace (for TT Pollinator Pathways webpage) - Dean paid for initial year (\$192); needs to be renewed in April. \$192

Fees - \$547

Total Estimates \$8,307

**LIBRARY AGREEMENT FOR 2019 – 2024 BETWEEN
THE VILLAGE OF TARRYTOWN AND THE VILLAGE OF SLEEPY HOLLOW**

AGREEMENT made this 10th day of March, 2020, by and between the Village of Tarrytown, a Municipal Corporation of the State of New York, and the Village of Sleepy Hollow a Municipal Corporation of the State of New York.

WITNESSETH:

WHEREAS, the Village of Tarrytown is the owner of the free public library located in the Village of Tarrytown, known as the Warner Library ("Library");

WHEREAS, by continuing agreements between the two Villages above named, arrangements were made for the use of the Library by residents of the Village of Sleepy Hollow, and appointment of representatives of the Village of Sleepy Hollow to the Board of Trustees of the Library, in consideration of the payment by the Village of Sleepy Hollow of a portion of the total Library budget;

WHEREAS, the Village of Sleepy Hollow wishes to continue to assure to its residents the use, services, and privileges of the Library;

NOW, THEREFORE, the parties hereto agree as follows:

1. During the term of this agreement, the Village of Tarrytown ("Tarrytown") agrees to afford to all residents Of the Village of Sleepy Hollow ("Sleepy Hollow") the same use, services, and privileges of the Library as are afforded to residents of Tarrytown.
2. In consideration thereof, and subject to the limitations and requirements set forth below, Sleepy Hollow agrees to pay to Tarrytown during the term of this agreement sleepy Hollow's share of all costs and expenses of operating, maintaining, and repairing the land, building, and facilities of the Library (hereinafter "Costs of the Library"), excluding any expansion of, or addition to, the Library buildings or grounds. Any expansion of or addition to the Library buildings or grounds beyond minor alterations necessary for ongoing maintenance, shall be the subject of a separate agreement.
3. The percentage share to be paid by each Village for the operation of the Library shall be based on the population numbers as established by the most recent 2010 Census which are Sleepy Hollow (9865, or 46.73%) and Tarrytown (11245, or 53.27%), as follows:

<u>Fiscal Year</u>	<u>Sleepy Hollow Share</u>	<u>Tarrytown Share</u>
6/1/2019-5/31/2020	46.73%	53.27%
6/1/2020-5/31/2021	46.73%	53.27%
6/1/2021-5/31/2022	46.73%	53.27%
6/1/2022-5/31/2023	46.73%	53.27%
6/1/2023-5/31/2024	46.73%	53.27%

- 8
4. For each fiscal year (June 1 -May 31), Sleepy Hollow shall pay to Tarrytown Sleepy Hollow's share of the costs of the Library for that year in twelve equal installments. Each such payment shall be made no later than the first day of the month.
 5. Not later than January 30 of each year, Tarrytown and Sleepy Hollow shall simultaneously be provided with a copy of the proposed Library budget for the following fiscal year (June 1, -May 31).
 6. There shall be created a Warner Library Budget Board (WLBB), which shall be comprised of three members of the Board of Trustees from Tarrytown and three members of the Board of Trustees from Sleepy Hollow. The WLBB shall meet with the representatives from the Warner Library (Board of Directors and/or library staff) to review and approve a budget for the Warner Library, which budget shall be included in the Village of Tarrytown budget for the upcoming fiscal year. There shall be at least one meeting between the WLBB and the budget representatives from the Warner Library. Each member of the WLBB shall have one vote when approving the budget for the Warner Library. The vote of the WLBB shall be final in the case of the library budget and in no case shall either Village provide additional funds for the operation of the library beyond that which is approved by the WLBB. Should the vote on the budget end in a tie, then the budget to be included in the Village of Tarrytown budget for the upcoming fiscal year shall be the budget approved in the current fiscal year, increased as follows:
 - For the full-time staff -the percentage salary increase included in the CSEA agreement for that fiscal year. Should there be no successor agreement, then the increase for full-time staff shall be the tax levy cap percentage established by the New York State Comptroller's Office for the Village of Tarrytown or the Village Of Sleepy Hollow, whichever is lower, for the fiscal year for which the library budget is being developed.
 - For all other budget lines – the tax levy cap percentage established by the New York State Comptroller's Office for the Village of Tarrytown or the Village of Sleepy Hollow, whichever is lower, for the fiscal year for which the library budget is being developed.
 7. If, through any Act of God, emergency, or unforeseen event beyond the control of the Library Trustees, a deficit is incurred in the costs of operating the Library, the Village of Sleepy Hollow shall have the right of prior approval to pay its pro rata share of such deficit, as specified in Paragraph 3 above for the fiscal year in which such Act of God, emergency, or unforeseen event occurs.
 8. The parties to this agreement further agree that it is their mutual responsibility to their respective constituents to minimize any such deficits. Therefore, it is mutually agreed by and between the parties that Tarrytown and Sleepy Hollow shall simultaneously be provided with the monthly financial reports of the Library. Within thirty (30) days after receipt of any such report in which, as a result of any such Act of God, emergency, or unforeseen event, a deficit is projected, the parties hereto are authorized to invoke such

extraordinary measures as will be necessary to provide for the balanced financial operation of the Library.

9. The Village of Sleepy Hollow shall have the right to review and audit the books of the Warner Library. Any cost associated with such a review and audit shall be the responsibility of the Village of Sleepy Hollow. The Village of Sleepy Hollow shall provide to the Village of Tarrytown all copies of reports and/or work papers developed as part of the review and audit of the books of the Warner Library.
10. The Village Administrator for the Village of Tarrytown shall provide the Village Administrator for the Village of Sleepy Hollow a copy of the demands submitted by the C.S.E.A., which is the union that represents the full-time non-management employees. The Village Administrator for Sleepy Hollow shall provide, in writing, within one (1) week of receipt of the demands, recommendations concerning the demands that impact upon costs incurred by the Warner Library.
11. At all times during the term of this agreement, three of the members of the Board of Trustees of the Library shall be selected by the Board of Trustees of Sleepy Hollow and four of the members of the Board of Trustees of the Library shall be selected by the Board Of Trustees of Tarrytown. Each appointment to the Library Board of Trustees shall be for a term of five (5) years, in accordance with the provisions of the Education Law.
12. During the term of this agreement, the Board of Trustees of the Warner Library shall maintain on-going fundraising efforts. The funds generated from such efforts shall be used for the benefit of the patrons of the Warner Library, as determined by the Board of Trustees of the Warner Library.
13. Should a problem arise in which Sleepy Hollow and Tarrytown cannot reach a mutually satisfactory resolution with regards to the provisions of this agreement or the renewal of this agreement, third party arbitration will be exercised through the American Arbitration Association. The costs for such Arbitration will be a split 50/50 between Sleepy Hollow and Tarrytown.
14. One year prior to the expiration of this agreement, representatives for each Village shall convene for the purpose of establishing the terms and conditions for renewal of the Agreement. Should agreement be reached on a renewal Agreement, it will be subject to authorization from both Village Boards.
15. The term of this agreement shall be from June 1, 2019 and shall remain in effect up to and including May 31, 2024.

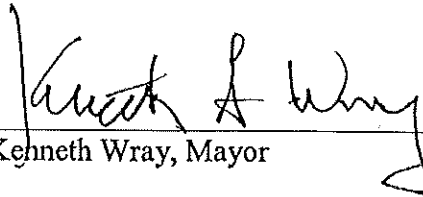
Signature page on page 4.

8
Village of Tarrytown



Drew Fixell, Mayor

Village of Sleepy Hollow



Kenneth Wray, Mayor

VILLAGE OF SLEEPY HOLLOW
28 BEEKMAN AVENUE
SLEEPY HOLLOW, NY 10591

8

2010 census

Sleepy Hollow

9865

Tarrytown

11245

total

21110

percentages

0.467314

0.532686

8
Meeting Date: 03/10/2020
Resolution #: 03/28/2020

**Resolution of the Board of Trustees of the Village of Sleepy Hollow
to Authorize Mayor to Sign Library Agreement**

BE IT RESOLVED that the Mayor and Board of Trustees of the Village of Sleepy Hollow authorize the Mayor of Sleepy Hollow to sign the attached Inter-municipal Agreement with the Village of Tarrytown to provide library services.

Moved: Trustee Leavy **Seconded:** Deputy Mayor Rosenbloom **Vote:** Unanimous
Absent: Trustees Gebler and Spiro



8/19/2019:

WARNER LIBRARY AGREEMENT – TARRYTOWN AND SLEEPY HOLLOW

Trustee Hoyt moved, seconded by Trustee McGovern, and unanimously carried, that the following resolution be approved: Approved: 5-0-2

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby authorize the Mayor to execute the Warner Library Agreement between the Village of Tarrytown and the Village of Sleepy Hollow for the five-year period from June 1, 2019 to May 31, 2024, with considerations to accommodate population changes that may arise in the 2020 Census, which agreement shall govern the annual contributions by the Villages to the operation of the Warner Library.

Contract

THIS CONTRACT ("Contract") is made on this 29th day of December 2023, between **Night Sky Productions LLC**, PO Box 697 Stillwater NY 12170 , hereinafter known as and designated as "**Night Sky**"; and **Village of Tarrytown** having an address of ; **One Depot Plaza Tarrytown NY 10591** hereinafter known as and designated as "**CLIENT.**" WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree to a Contract as follows: **Night Sky** " agrees to furnish **CLIENT -Event coordination, Logistics management, Administrative services, and Customer support in conjunction with Santore's World Famous Fireworks LLC :**

Event Date: July 4, 2024.

Event Location: Designated Barge -Verplank

Event Start Time : 9:00 pm

" **Night Sky** " will provide \$2,000,000. dollars of coverage in Error and Omission Insurance . There are no employees or vehicles at event location, that require additional insurance coverage .

POSTPONEMENT

Every reasonable effort will be made to conduct the display(s) despite weather. Rescheduling ;Rain Date 7/5/2023 Such postponement shall be decided upon and notice given "**Night Sky** "(518-664-9994)if Notified before 6:00am 7/04/2024 -10% of Event Price. If notified after Fireworks Company leaves facility - 20% of event price.

CANCELLATION

If, due to inclement weather or other acts of God, the event (s) is (are) canceled after 6 :00

a.m. without rescheduling, **CLIENT** agrees to pay "**Night Sky**" **\$12,750.00** Should **CLIENT** cancel the contract unilaterally, for other reasons and without rescheduling, **CLIENT**

agrees to pay "**Night Sky** " liquidated damages of 100% of the total contract price forthwith upon cancellation. In either case, the sum will be deducted from **CLIENT**'s paid deposit (see next paragraph), and "**Night Sky** " will refund the balance (if any) of said deposit within ten (10) working days. If **CLIENT** reschedules the display within six (6) months of canceled display date (July 3rd, 4th and 5th are blackout dates unless specifically agreed in writing by the parties); the above information is not applicable.

PAYMENT

Notwithstanding anything to the contrary, the total cost to be paid by **CLIENT** is **\$12,750.00** for all matters relative to Event

Coordination,Logistics,Administrative Services,Customer Service and Support under this agreement. Payment to be as follows: Payment in full due On or Before the date of Event Date (7/04/2024). A service charge of 2% per month, compounded monthly, will be added to all accounts over 30 days past due. **CLIENT** agrees to pay attorney's fees and costs if "**Night Sky** " needs to retain an attorney to enforce collection of this account.

CLIENT agrees and understands that this agreement is being entered to in Saratoga County, New York, and thus be construed in accordance with the laws of New York State. In the event of any dispute whatsoever with regard to the meaning, interpretation, and/or enforcement of this agreement, it will be decided in Union County New Jersey.

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Night Sky Productions LLC

Signed : _____ Date: _____

August Santore Jr.
managing member

Signed : _____ Date: _____

Authorized Representative Signature

Name and Title Authorized Representative

Client Contact Information

Name: Village of Tarrytown
Address: _____

Phone No.: _____
Cell Phone: _____
E-Mail _____

Representative for Date of Show

Name: _____
Cell Phone: _____
E-Mail _____

FIREWORKS DISPLAY AGREEMENT

Display Date: 7/4/2024.

AGREEMENT by and between Santore's World Famous Fireworks, LLC whose address is 846 Stillwater Bridge Road, Schaghticoke, NY 12154 (hereinafter "Santore"); and The Village of Tarrytown, having an address of, One Depot Plaza Tarrytown NY 10591-3199 (hereinafter "SPONSOR").

WHEREAS, SANTORE conducts fireworks displays; and

WHEREAS, SPONSOR wishes to engage Santore to conduct a fireworks display on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto do mutually agree as follows:

1. FIREWORKS DISPLAY: On, July 4,2024 (hereinafter "the Display Date"), Santore shall provide the fireworks and equipment for the display at the Fireworks Display location.(location is subject to adherence of governmental regulations and or requirements) . The display will be under the supervision of a Santore trained technician. It is agreed that Santore shall be the sole fireworks supplier and producer for the event contracted for herein. (Note: The actual start and stop time of the display will be determined by the governmental authorities having jurisdiction over the display).

ALTERNATE DATE: July 5,2024

2. COST AND PAYMENTS:

FIREWORKS DISPLAY PRICE: \$15,500.00

The total (Fireworks Display Price plus all other applicable charges) sum of \$ 15,500.00 shall be due and payable as follows:

- a. The sum of : \$15,500.00 upon execution and delivery of this contract. (Barge and Tug fees are separate and due upon receipt.) shall be paid by a check: made payable to Santore's World Famous Fireworks LLC

Please Note: SPONSOR is responsible for the payment of all governmental fees and taxes, including, but not limited to, sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to this exhibition. Also, please see Section 16(c) below.

3. POSTPONEMENT/RESCHEDULING: 7/5/24 Costs if show is postponed as per below:

Description	% of Fireworks Display Price	Additional Costs
If notified by 6:01 AM on 7/4/2024	10%	Any 3 rd Party Vendor Expenses
When fireworks tech leaves facility	20%	Any 3 rd Party Vendor Expenses

Any request made by SPONSOR for rescheduling/canceling shall be directed to info@santorefireworks.com or by phone (518) 664-9994. It is understood and agreed that SANTORE shall have no obligation to reschedule a display except as required by inclement weather or reasons beyond the control of SANTORE.

4. SPONSOR'S AGENT: Richard Slingerland CELL PHONE: _____ shall be designated as SPONSOR'S agent to whom all questions and inquiries shall be relayed. Sponsor's agent shall be the only agent of SPONSOR authorized to make decisions on behalf of SPONSOR or to request rescheduling of the fireworks display on the part of SPONSOR.

Please initial each page.

Initial here: _____
Sponsor SANTORE

5. **EXHIBITION PLANNER CHECKLIST:** It is understood and agreed by the parties hereto that the Fireworks Display shall be contingent upon the strict compliance by **SPONSOR** with all items specified on the Exhibition Planner Checklist (EPC) which is annexed hereto and made a part hereof. Failure on the part of **SPONSOR** to comply with all requirements set forth in the EPC to the satisfaction of **Santore** within the time limits therein set forth shall be deemed to be an event of default of **SPONSOR'S** obligations hereunder.

6. **SECURITY/SAFETY:** **SPONSOR** shall provide and maintain sufficient Security before, during and after the Fireworks Display until the pyrotechnician in charge declares the area clear. Security shall be deemed to include, but not limited to, be all security lines, police protection, snow fencing, rope lines, barricades or any other item deemed necessary by the local government or by **Santore**. **SPONSOR** shall also provide and maintain an area clear of any buildings cars and spectators with a minimum radius as specified by current edition of NFPA Code 1123, as a Fire Safety Zone (FSZ) during the entire period commencing from the time the fireworks are delivered to the site until the area is declared clear by the pyrotechnician. It is understood and agreed that **Santore** will cease all fireworks discharge due to any security breach of the FSZ. **Santore** shall not be responsible for personal injury, vehicle or property damage occurring within the FSZ as a result of the **SPONSOR'S** failure to maintain the FSZ in accordance with the standards of current edition of NFPA 1123 which, incidentally, are only minimum standards of distances. **SPONSOR** acknowledges and agrees that **Santore** responsibilities are limited to the Fireworks Display and that **Santore** is relying on **SPONSOR** to maintain the aforementioned FSZ and to comply with all Federal, State, municipal and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the site of the Fireworks Display. Any site visits made during the display setup by or on behalf of **SPONSOR** shall be in accordance with the current edition of NFPA 1123- and under the direct supervision of the **Santore** technician in charge. Any such inspection shall not in any way interfere with the safety, setup or schedule of the preparation for and disassembly after the Fireworks Display. The **Santore** technician in charge may, at his discretion, cancel any inspection that in his sole opinion may compromise the safety of the setup or the Fireworks Display or the setup schedule. The **SANTORE** technician may at any time temporarily discontinue the discharge of fireworks for any reason.

7. **CREDITS:** As a material inducement to **Santore** agreeing to enter into this Agreement, **SPONSOR** shall give **Santore** program credit as sole fireworks supplier and producer in all press releases, advertising, and any other program announcements, printed or otherwise.

8. **INABILITY to DELIVER or CONDUCT FIREWORKS DISPLAY/FORCE MAJEURE.** **Santore** shall not incur any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its reasonable control including without limitation legal or regulatory restrictions, labor disputes of whatever nature, power loss, telecommunications failure, acts of God, or any other cause beyond its reasonable control. In the event **SANTORE** is unable to deliver the Fireworks Display on the Delivery Date this contract will remain in full force and effect and the Fireworks Display will be performed on the Alternate Date or if no Alternate Date is stated then on such other date as may be agreed upon by the parties.

9. **CONTRACT SUBJECT TO GOVERNMENT REGULATION:** This Agreement and **Santore** obligations hereunder are subject to all applicable Federal, State, Municipal and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and to the conditions and limitations contained in the permits required to be obtained by **SPONSOR** prior to the Fireworks Display. In the event any Federal, State, municipal or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the exhibition of the Fireworks Display or in the event **SPONSOR'S** permit in any way limits or restricts the sale, performance or operation of said exhibition, **Santore** shall limit or restrict its performance or the Fireworks Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of **SPONSOR'S** permit. **SPONSOR** acknowledges that any such limit or restriction placed on the performance or operation of the Fireworks Display shall in no way result in or entitle **SPONSOR** to a reduction or abatement in the full contract price.

10. **GENERAL PROVISIONS:**

- a) This agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and may not be changed, modified, renewed or extended except by a written agreement, signed by both parties. **SPONSOR** acknowledges and agrees that **Santore** has not made any representations or warranties except those specifically set forth in this contract. Should any clause, section, or part of this agreement be held or declared to be void or illegal for any reason, all other clauses, sections, or parts of this agreement which can be effected without such illegal clause, section, or part shall nevertheless continue in full force and effect.
- b) **SPONSOR** is responsible for removal of paper debris associated with the Fireworks Display.
- c) **Santore** is not responsible for procuring any marine services associated with the production of **SPONSOR'S** event. Should **SPONSOR** require these services, **Santore** may, upon written request, assist **SPONSOR** in the location and contracting of such services. All additional costs and fees associated with marine services are the responsibility of the **SPONSOR**. It is specifically understood and agreed that **Santore** shall not be responsible in any way if any third-party service with which **SPONSOR** has contracted for service fails to perform and the display cannot proceed as planned.
- d) **SPONSOR** is responsible for any additional marine costs and fees, city permit/escort fees, County /State/PD/FD/FM fees, local town permit fees, etc.
- e) In the event **SPONSOR** cancels the Fireworks Display the full contract price as set forth herein shall become immediately due and payable. **SPONSOR** will have up to 30 days from the date of cancellation to request **Santore** to reschedule the Fireworks

Please initial each page.

Initial here:

Sponsor

SANTORE

Display. Fireworks Display shall take place no later than six months from originally scheduled Fireworks Display.

- f) **Santore** agrees to procure liability insurance on behalf of **SPONSOR**, and to indemnify **SPONSOR**, to the extent thereof, for all claims arising out of **Santore** negligence. Any additional insurance that is required that incurs a cost, will be the **SPONSOR'S** responsibility.

11. SPONSOR'S DEFAULT: In the event **SPONSOR** shall fail to pay any sum when due under the terms of this contract, **SPONSOR** shall pay, in addition to such amount, interest at the rate of 1.5% per month on the unpaid amount from the original due date. **SPONSOR** does further agree that it shall pay **Santore** reasonable attorney fees and other costs in the event **Santore** shall commence any proceeding (Arbitration or any other proceeding) or incur fees to compel **SPONSOR** to pay any sums due hereunder or otherwise as a result of **SPONSOR'S** default of any of the terms and provisions herein contained.

12. LIQUIDATED DAMAGES: It is agreed by and between the parties hereto that in the event of **SPONSOR'S** default hereunder **Santore** shall be entitled to receive the entire contract price and same shall be considered "liquidated damages" based upon an understanding between the parties hereto that **Santore** will have suffered damages due to Sponsor's default. The damages suffered by **Santore** as a result of Sponsor's default will be substantial, but incapable of determination with mathematical precision. It is, therefore, agreed by the parties that the amount due **Santore** is not a penalty, but rather a mutually beneficial and reasonable estimate of the damages suffered by **Santore**.

13. SUBSTITUTIONS: **Santore** shall have the right, at its discretion, to substitute any fireworks it deems necessary provided same does not detract from the aesthetic value or quality of the program. This includes, but is not limited to, shell sizes, quantities, types and brand names. Any substitutions shall in no way result in or entitle **SPONSOR** to a reduction or abatement of the full contract price.

14. ARBITRATION: Any and all disputes, differences, or any other type of controversy arising out of or in relation to this Agreement, including as to the meaning or interpretation of any provision hereof, shall be resolved by arbitration in **Union County, NJ**, pursuant to the commercial rules then obtaining of the American Arbitration Association. Only one (1) arbitrator shall be required, and the arbitrator may award attorneys' fees. The award of the arbitrator shall be final and binding and judgment may be entered thereon in any court of competent jurisdiction. The arbitrator sitting in such controversy shall have no power to alter or modify any express provision of this Agreement, nor to make any award which by its terms effects any such alteration or modification. Either party may seek from the court of competent jurisdiction any provisional remedy in aid of arbitration, including, but not limited to, injunction, attachment or replevin, pending the determination of any claim or controversy in arbitration. Any and all disputes, controversies, actions, claims, causes of action, or proceedings arising under, out of, or in connection with or relating to the terms of this contract, and any amendment thereof, commenced by, between or against any of the parties of this contract shall be deemed to have arisen from a transaction of business in New York, and shall be resolved by application of the substantive laws of the State of New Jersey.

15. BINDING EFFECT: This contract shall not be binding on **Santore** until executed by **SPONSOR** and **Santore** is in receipt of the down payment required hereunder.

16. EXHIBITION PLANNER CHECKLIST (EPC):

- a. **FIREWORKS DISPLAY PERMIT:** (Note: The actual start and stop time of the display will be determined by the governmental authorities having jurisdiction over the display).

SPONSOR'S RESPONSIBILITY: It is Sponsor's responsibility to call your State, City, County, Town, Borough, or Village Fire Marshal or other appropriate authority to file for and obtain the Fireworks Display permit. **Santore** will prepare the paperwork for the permit application on **SPONSOR'S** behalf. Upon receipt of your permit, you must send the permit to our office for our records no later than 30 days prior to your display date. Failure to do so could seriously jeopardize your display. You must obtain information on:

1. Filing application deadline and fees.
2. Local and state requirements for fireworks license for transportation and/or display. If a license is required, fax all forms immediately to us.
3. Fire Marshal's requirements for security of fireworks truck upon arrival, and the security of the fire zone before and during the display.
4. Federal regulations require that we carry an accurate route plan to the display site. Fax us a copy of the route instructions from the nearest US Interstate to the display area (approved by the fire marshal or other authority, if necessary).
5. Notify FAA on day of your display, according to the instructions in the FAA Letter of Approval, which will be forwarded to you prior to your display.

- b. **COAST GUARD PERMITS (where required):**

Please initial each page.

Initial here:

Sponsor

SANTORE

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1. If the fireworks are to be displayed on or near the water, the following may be required: (Requests for permits must be filed at least 60 days prior to the Display Date (135 days prior for 4th of July events).
2. The cost of Barge and Tug are sole responsibility of the **Sponsor**.
3. Coast Guard Application and Permit to Handle Hazardous Materials.
4. Coast Guard Marine Event Permit.

c. **SPONSOR RESPONSIBILITIES AND EXPENSES (The following services need to be provided and paid for by the SPONSOR in addition to the Fireworks Display Price.**

- 1) **SECURITY:** MUST BE PROVIDED FOR FIREWORKS TRUCK(S) AND TO MAINTAIN THE FIRE SAFETY ZONE AT STAGING AREA FROM FIREWORKS TRUCK(S) ARRIVAL, UNTIL TRUCK DEPARTURE WHICH MAY BE FOLLOWING THE REQUIRED FIRST LIGHT DUD SEARCH ON THE MORNING AFTER THE DISPLAY.
- 2) **Sand:** Please provide _____ yards of sand.
- 3) **Laborer(s):** _____ laborers to arrive at fireworks site on _____ (They will not handle fireworks).
- 4) **Hotel Room(s);** _____ hotel rooms (within 10 miles of show site).
- 5) **Vehicle(s):** Four-wheel drive vehicle for movement on sand: Yes _____ No _____
- 6) **If you have ordered a set piece(s), you are responsible for erecting the scaffolding and it must be ready when the crew arrives**

ci. **RADIO SIMULCAST EXPENSES (if applicable):**

- 1) Set up and staff a firework simulcast command center on site by 1:00 PM on the display date.
- 2) Provide broadcast relay to **Santore** Firing Center. Call our office for details.
- 3) Speaker system for VIP viewing stands.

INSURANCE: Please list below the additional insured, as they should appear on the insurance certificate:

1.	3.
2.	4.

Name of Sponsor The Village of Tarrytown		Date:	Santore Signature	Date: 1/27/2023
By: Richard Slingerland				
Signed by on behalf of Sponsor (Signature):			Print Name:	
Title of authorized representative of Sponsor: Village of Tarrytown Administrator			Title	Owner

Please initial each page.

Initial here:

Sponsor

SANTORE

NEIGHBORHOOD HOUSE INC.

43 WILDEY STREET
TARRYTOWN, NY 10591
(914) 631-0205

www.theneighborhoodhouse.org

Serving the community of Tarrytown & Sleepy Hollow

BOARD OF DIRECTORS

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FRANCESCA SPINNER
CATHLENE TERBETSKI
CAROL ZEGARELLI

SERVICES

SENIOR PROGRAMS FOR HEALTH,
RECREATION & LEARNING
MOVEMENT TO MUSIC
LOAN OF HEALTH EQUIPMENT
SENIOR CANTEEN
TAI CHI

CHAIR YOGA
SENIOR ART WORKSHOP

March 4, 2024

Mayor & Trustees

Richard Slingerland, Administrator

Antoinette Morales, Treasurer

Village of Tarrytown

One Depot Plaza

Tarrytown, NY 10591

Dear Karen & Trustees, Richard & Antoinette,

As budget season arrives, the Neighborhood House Board and members request a review and renewal of the Village's current funding agreement of \$8,000 per year. This ongoing support of the Village is sincerely appreciated as it contributes to providing experienced instructors for the lifetime-learning & healthy-aging programs which we offer to older residents, who comprise a significant portion of our local population (over 20%). We also strive to provide a comfortable, welcoming environment for members when they stop by. However in the past few years, expenses such as insurance and utilities alone are in excess of \$20,000 per year. The Neighborhood House annual budget is around \$100,000, and provides the funding for our programs. A modest increase to \$10,000 would be such a help to cover essential services and balance the budget.

As you may already know, the Neighborhood House continues to host the **Greenburgh Nutrition Program**, which offers a hot lunch daily to ALL seniors. There is a modest suggested contribution, and the service is available Monday through Friday. This is a valuable resource in our community, and we are pleased that it remains in a convenient Tarrytown location.

In addition, here is a summary of other Neighborhood House programs that are offered to older adults on a weekly basis at NO cost to them:

- The Senior Art Workshop, which has been a success for years and exhibits every summer at Warner Library.

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- “Yoga-in-a-Chair for Seniors” is extremely popular and well attended. It is specifically designed for those with limited mobility and who might hesitate to attend regular yoga programs.
 - The “Movement & Music” class is another favorite, using a chair for stability. It promotes flexibility, as well as being a fun offering.
 - The Tai Chi class helps all older adults develop balance techniques to avoid injury when falling. It also helps to cope with arthritic conditions.
 - The Senior Canteen social group has been meeting for over 50 years to enjoy socialization & fun, bingo, music and laughter, along with parties and speakers.
 - Occasional recreational groups of Mah Jong and Bridge players.

The Neighborhood House also continues to collaborate with the Tarrytowns School District to provide space for the **Independent Living Project for Special Needs students at Sleepy Hollow High School**. This grant-driven program teaches independent living skills to students, parents and caregivers in a practical setting, located conveniently near the High School.

Similarly, the Neighborhood House has collaborated with **TEAC (Tarrytown Environmental Action Council)**, a very active Village organization, to provide space at the Neighborhood House for their local environmental efforts, including Clothing Swap days, (scheduled for March 16), Repair Days, and other meetings and activities, at no cost to them.

We are fortunate in receiving support from our amazing local community, including the Rotary Club, Kendal on Hudson, Rivertown Runners, the Carvel Foundation, Saint Barnabas, the Village of Sleepy Hollow, among others. We are immensely grateful to them, and to the many individual contributors, for their continued generosity which allows the Neighborhood House to offer our enrichment programs. .

We thank you for your work to make the community a special place to live, and submit our application to renew the funding agreement with the Neighborhood House with a view to possibly increasing its level of support.

Sincerely,

Francesca Spinner

President
On behalf of the Board of the Neighborhood House

Neighborhood House
43 Wildey Street, Tarrytown, NY 10591
(914) 631-0205

Open Tuesday - Friday
10:00 a.m. - 4:00 p.m.

www.theneighborhoodhouse.org
theneighborhood@optonline.net

Weekly Activities

Programs open to Senior Residents of Tarrytown and Sleepy Hollow & Surrounding Areas, FREE OF CHARGE

<u>ACTIVITY</u>	<u>MEETS</u>	<u>DESCRIPTION</u>
Chair Fitness	Tuesday	11:15 - 12:15 Gentle Dance Moves in a Chair. Movement to music, with instructor
Senior Art Workshop	Wednesday	1:00-3:00 All levels welcome. Various art forms to choose from. With instructor.
Tai Chi	Thursday	11:00-12:00. A great way to promote health, balance and strength with instructor.
Senior Canteen	Thursday	1:00 -3:00 Social, bingo, refreshments, speakers. New members welcome.
Yoga for Seniors	Friday	11:15-12:15 Yoga in a chair. Gentle-Stretching Exercise with instructor.
Mahjong	Friday	1:00- 3:00 Informal Gatherings of players who meet weekly. Call first to see if there are enough players
Bridge/Cards Club	Friday	1:00-3:00 Informal Gatherings of foursomes. Call first to see if there are enough players
Greenburgh Nutrition Program	Monday-Friday	Nutritious lunch daily at 11.30am. Call a day ahead to order. 914-330-3855
Other groups meeting at the Neighborhood House:		Sleepy Hollow High School Special Needs - Independent Living program, grant financed

Mission Statement



The Neighborhood House of Tarrytown and Sleepy Hollow is committed to offering quality senior programs to the community it serves. Established in 1912, Neighborhood House provides a welcoming social setting for senior programs and activities. We seek to encourage meaningful social interactions and connections across ethnic, intergenerational, and economic lines. Neighborhood House also offers meeting space for groups whose purposes enrich the community.

Neighborhood House
 43 Wildey Street, Tarrytown, NY 10591
 (914) 631-0205

Abierta los Martes - Viernes
 10:00 a.m. - 4:00 p.m.

www.theneighborhoodhouse.org
 theneighborhood@optonline.net

Actividades Semanales

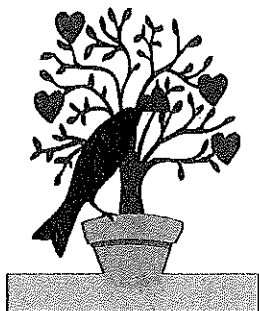
Nuestros programas están abiertos a los residentes de la tercera edad que viven en Tarrytown y Sleepy Hollow y zonas colindantes, COMPLETAMENTE GRATUITA

ACTIVIDAD HORARIO DESCRIPCION

Salud en la Silla	los Martes	11:15 - 12:15 Movimientos suaves de baile desde nuestras sillas, con música y una instructora.
Clase de Arte	los Miercoles	1:00-3:00 Desde principiantes y a todos los niveles. Se explora varias formas de arte, a elegir, incluyendo la pintura y el dibujo. Con instructora.
Tai Chi	los Jueves	11:00-12:00 Una gran manera de promocionar la salud, el equilibrio y la fuerza física, con un instructor.
Cantina para La Tercera Edad	los Jueves	1:00 -3:00 Una oportunidad social, con bingo, refrescos, y charlas. Nuevos miembros serán bienvenidos.
Yoa para Mayores	los Viernes	11:15-12:15 Práctica de yoga en una silla. Estirados suaves con instructora.
Mahjong	los Viernes	1:00- 3:00 Reunión informal en grupos de jugadores. Llamar primero para reservar plaza.
Club de Naipes	los Viernes	1:00-3:00 Grupos de cuatro personas para jugar. Llamar primero para reservar plaza
Programa de Nutrición de Greenburgh	los Lunes-los Viernes	Comidas llenas de nutrición, servidas todos los días a las 11:30 am. Llama el día anterior para reservar plaza 914-330-3855

Objetivos Principales de La Casa del Vecindario, Neighborhood House:

Se compromete a ofrecer programas de alta calidad para las personas de la tercera edad dentro de la comunidad. Establecida en el 1912, la Casa Neighborhood House, sigue brindando un ambiente acogedor para nuestros vecinos mayores, donde se las ofrecen programas y actividades sociales. Buscamos interacciones sociales e inclusivas para cada persona, sea cual sea su nivel económico, su origen o su edad, para el enriquecimiento de nuestra comunidad.



RECEIVED

LAW OFFICES OF
SNYDER & SNYDER, LLP

MAR -7 2024

94 WHITE PLAINS ROAD

TARRYTOWN, NEW YORK 10591

(914) 333-0700

FAX (914) 333-0743

WRITER'S E-MAIL ADDRESS

dwarden@snyderlaw.net

TARRYTOWN VILLAGE CLERK

NEW JERSEY OFFICE

ONE GATEWAY CENTER, SUITE 2600

NEWARK, NEW JERSEY 07102

(973) 824-9772

FAX (973) 824-9774

REPLY TO:

TARRYTOWN OFFICE

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445 PARK AVENUE, 9TH FLOOR
NEW YORK, NEW YORK 10022
(212) 749-1448
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LESLIE J. SNYDER
ROBERT D. GAUDIOSO (NY/NJ)
DOUGLAS W. WARDEN
JORDAN M. FRY
MICHAEL SHERIDAN (NY/NJ)
DAVID KENNY (NY/NJ)

DAVID L. SNYDER
(1956-2012)

March 7, 2024

Hon. Karen G. Brown and
Members of the Board of Trustees
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591

Re: Request for Code Change
Battery Energy Storage Systems

Dear Mayor Brown
and Members of the Board of Trustees:

We are the attorneys for Catalyze Tarrytown White Plains Microgrid, LLC ("Catalyze" or "Applicant") in connection with its efforts to develop a public utility battery energy storage system ("BESS Facility") in the rear parking lot of 120 White Plains Road ("Property") in the OB (Office Business) District of the Village of Tarrytown. On December 15, 2023, the Village of Tarrytown Building Department issued an interpretation ("Building Inspector Determination") indicating that the proposed BESS Facility is not a permitted use in the OB District. The Village of Tarrytown does not presently have an ordinance specifically governing such facilities. We therefore write to respectfully request that the Village Board of Trustees adopt a Battery Energy Storage System Ordinance that would regulate such facilities and allow the BESS Facility at the proposed location. Attached as "Exhibit A" is a proposed Battery Energy System Ordinance ("Proposed BESS Law") for your review and consideration.

Battery energy storage systems are playing a key role in New York State's energy future. In 2019, New York passed the nation-leading Climate Leadership and Community Protection Act ("Climate Act"), which codified the state's proactive energy and climate goals. These goals include rapid deployment of solar and offshore wind generation in order to meet a 70% renewable energy by 2030 goal and 100% carbon-free electricity by 2040 goal. Battery energy storage will play a crucial role in meeting these ambitious goals. For this reason, the Climate Act includes a 3,000 MW of energy storage by 2030 goal, which was further increased to 6,000 MW of energy storage by 2030 by Governor Kathy Hochul. Battery energy storage will help integrate clean energy into the grid, reduce costs associated with meeting peak electric demands, and increase efficiency. Additionally, battery energy storage can stabilize supply during peak electric usage to avoid blackouts or costly damage to the grid and the devices attached thereto.

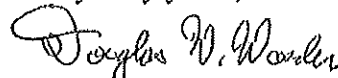
The proposed BESS Facility will assist in the reduction in use of "peaker plants," which operate only at times of peak demand. "Peaker plants" typically use older technology to generate energy with less efficient fuel. Moreover, the quick ramping up and down of operations associated with "peaker plants" does not allow pollution controls to effectively capture air pollutants. Likewise combustion turbine "peaker plants" are inherently less efficient than baseload combine cycle power plants used to meet energy needs during normal times. Moreover, "peaker plants" are inherently more expensive to operate. The BESS Facility will therefore help in the reduction of harmful carbon emissions and energy costs.

Conclusion

For all the foregoing reasons, the Applicant respectfully requests that the Board of Trustees adopt the Proposed BESS Law so as to allow the location of the BESS Facility at its proposed location.

We look forward to discussing this matter with you in greater detail at the next available meeting of the Village Board of Trustees.

Very truly yours,


Douglas W. Warden

DWW/bto
cc: Catalyze

EXHIBIT A

§ 305-5 Word usage; terms defined. [Amended _____ by L.L. No. _____]

BATTERY(IES)

A single cell or a group of cells connected together electrically in series, in parallel, or a combination of both, which can charge, discharge, and store energy electrochemically. For the purposes of this chapter, batteries utilized in consumer products are excluded from these requirements.

[Added _____ by L.L. No. _____]

BATTERY ENERGY STORAGE MANAGEMENT SYSTEM

An electronic system that protects energy storage systems from operating outside their safe operating parameters and disconnects electrical power to the energy storage system or places it in a safe condition if potentially hazardous temperatures or other conditions are detected.

[Added _____ by L.L. No. _____]

BATTERY ENERGY STORAGE SYSTEM

A system consisting of electrochemical storage batteries, battery chargers, controls, power conditioning systems and associated electrical equipment designed to provide electrical power capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone twelve-volt car battery or an electric motor vehicle. A battery energy storage system is classified as a Tier 1 or Tier 2 battery energy storage system as follows: [Added _____ by L.L. No. _____]

- (1) Tier 1 battery energy storage systems have an aggregate energy capacity less than or equal to 600 kWh and, if in a room or enclosed area, consist of only a single energy storage system technology.
- (2) Tier 2 battery energy storage systems have an aggregate energy capacity greater than 600 kWh or are comprised of more than one storage battery technology in a room or enclosed area.

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§ 305-68 Battery energy storage systems. [Added _____ by L.L. No. _____]

- A. Authority. This section is adopted pursuant to, *inter alia*, § 7-700 and 7-708 of the Village Law and §§ 10 and 20 of the Municipal Home Rule Law of New York State (NYS), which authorize the Village to adopt zoning provisions that advance and protect the health, safety and welfare of the community.
- B. Statement of purpose. This section is adopted to advance and protect the public health, safety and welfare of the Village by creating regulations for the installation and use of battery energy storage systems and equipment.
- C. Applicability.
- (1) The requirements of this section shall apply to all battery energy storage systems permitted, installed, or modified in the Village after the effective date of this section, excluding general maintenance and repair.
 - (2) Battery energy storage systems that have a valid building permit or have been constructed or installed or have received any approvals from the Planning Board or the Zoning Board prior to the effective date of this section shall not be required to meet the requirements of this section.
 - (3) Modifications to, retrofits or replacements of an existing battery energy storage system that increase the total battery energy storage system designed discharge duration or power rating shall be subject to this section.
- D. General requirements.
- (1) A building permit and an electrical permit shall be required for installation of any battery energy storage systems.
 - (2) All battery energy storage systems, all dedicated-use buildings, and all other buildings or structures that 1) contain or are otherwise associated with a battery energy storage system and 2) are subject to the Uniform Code and/or the Energy Code shall be designed, erected, and installed in accordance with all applicable provisions of the Uniform Code, all applicable provisions of the Energy Code, and all applicable provisions of the codes, regulations, and industry standards as referenced in the Uniform Code, the Energy Code, and the Village Code.
- E. Tier 1 battery energy storage systems shall be permitted in all zoning districts, as an accessory use subject to the Uniform Code, and shall be shown on plans submitted for the building permit application for the building containing the system. Tier 1 battery energy storage systems are exempt from site plan review.
- (1) Battery energy storage systems for one- or two-family residential dwelling units shall not exceed an aggregate energy capacity of the following:
 - (a) Forty kWh within utility closets and storage or utility spaces.

- (b) Eighty kWh in attached or detached garages and detached accessory structures.
 - (c) Eighty kWh on exterior walls.
 - (d) Eighty kWh outdoors on the ground.
- (2) All outside Tier 1 battery energy storage systems shall only be installed in side or rear yards and meet the minimum lot size and standard setbacks in the zoning district for principal structures. Heights are limited to 6.5 feet for any external battery energy storage systems.
 - (3) All outside Tier 1 battery energy storage systems shall provide a fire safety compliance plan. Such plan shall document and verify that the system and its associated controls and safety systems comply with the Uniform Code.
 - (4) All outside Tier 1 battery energy storage systems shall not have an area greater than 225 square feet for a single energy storage system, and all systems in the aggregate shall not occupy more than 25% of the area of the required rear or side yard.
- F. Requirements for Tier 2 battery energy storage systems.
- (1) In the interest of promoting alternative energy through battery energy storage, the Village Board may entertain the creation of Tier 2 battery energy storage system floating zones by the legislative amendment of the Village's Zoning Map. Portions of parcels within the OB and MU Zoning Districts within 200 feet of a boundary to Interstate 287 are eligible hosts for this floating zone. A Tier 2 battery energy storage system shall be deemed a permitted accessory use in any such floating zone. Accessory improvements such as access drives, interconnection equipment, and grid improvements required by Consolidated Edison may be located outside of the floating zone but the battery energy storage system itself must be located in such a floating zone. The Village Board, as a legislative body, has broad discretion in amending the Zoning Map and shall take the preservation and use of environmental resources, as well as any other factors it deems pertinent, into consideration in determining whether the Board will entertain an application for the creation of said floating zone. In evaluating this balance, the Village Board will, all other things being equal, favor paved parking areas over natural treeless areas and natural treeless areas over treed areas for the installation of Tier 2 battery energy storage systems. Protection of the visual environment shall also be considered by the Village Board. All applications for Tier 2 battery energy storage system floating zones shall be subject to the Uniform Code and the site plan application requirements set forth in this section.
 - (2) Amendment of the Zoning Map shall follow the same procedure contained in Section 305-7 of this chapter.
 - (3) Subsequent to amendment of the Zoning Map, Tier 2 battery energy storage systems are permitted through the issuance of site plan approval from the Planning Board under § 305-17 of this Chapter, Subsections G and H below, and Architectural Review Board approval pursuant to Chapter 9 of this Code.
- G. Site plan application. For the installation of Tier 2 battery energy storage systems, the following site plan application submission requirements apply:

- (1) Property lines and physical features, including roads, for the project site.
- (2) Proposed changes to the landscape of the site, grading, vegetation clearing and planting, and exterior lighting.
- (3) A screening and landscaping plan showing adequate measures to screen the system using landscaping, grading, or other means so that views of the storage system shall be minimized as reasonably practical and feasible from public roadways and adjacent properties.
- (4) Location of the battery energy storage system and setbacks from property lines.
- (5) A one- or three-line electrical diagram detailing the battery energy storage system layout, associated components, and electrical interconnection methods, with all National Electrical Code-compliant disconnects and over current devices.
- (6) A preliminary equipment specification sheet that documents the proposed battery energy storage system components, inverters and associated electrical equipment to be installed. A final equipment specification sheet shall be submitted prior to the issuance of a building permit.
- (7) Name, address, and contact information of the proposed or potential system installer and the owner and/or operator of the battery energy storage system. Such information of the final system installer shall be submitted prior to the issuance of a building permit.
- (8) Name, address, phone number, and signature of the project applicant, as well as all the property owners, demonstrating their consent to the application and the use of the property for the battery energy storage system.
- (9) Zoning district designation for the parcel(s) of land comprising the project site.
- (10) Commissioning plan. Such plan shall document and verify that the system and its associated controls and safety systems are in proper working condition per requirements set forth in the Uniform Code. Where commissioning is required by the Uniform Code, battery energy storage system commissioning shall be conducted by a New York State (NYS) licensed professional engineer after the installation is complete but prior to final inspection and approval. A corrective action plan shall be developed for any open or continuing issues that are allowed to be continued after commissioning. A report describing the results of the system commissioning and including the results of the initial acceptance testing required in the Uniform Code shall be provided to the Building Inspector prior to final inspection and approval and maintained at an approved on-site location.
- (11) Fire safety compliance plan. Such plan shall document and verify that the system and its associated controls and safety systems comply with the Uniform Code.
- (12) Operation and maintenance manual. Such plan shall describe continuing battery energy storage system maintenance and property upkeep, as well as design, construction, installation, testing and commissioning information, and shall meet all requirements set forth in the Uniform Code.
- (13) Erosion and sediment control and stormwater management plans prepared to New York State Department of Environmental Conservation standards, if applicable, and to such standards as may be established by the Planning Board.

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- (14) Prior to the issuance of the building permit or final approval by the Planning Board, but not required as part of the application, engineering documents must be signed and sealed by a NYS licensed professional engineer.
 - (15) Emergency operations plan. A copy of the approved emergency operations plan shall be given to the system owner, the local Fire Department, and local fire code official. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials, and emergency responders. The emergency operations plan shall include the following information:
 - (a) Procedures for safe shutdown; de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.
 - (b) Procedures for inspection and testing of associated alarms, interlocks, and controls.
 - (c) Procedures to be followed in response to notifications from the battery energy storage management system, when provided, that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed upon notification to Fire Department personnel for potentially hazardous conditions in the event of a system failure.
 - (d) Emergency procedures to be followed in case of fire, explosion, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures can include sounding the alarm, notifying the Fire Department, evacuating personnel, de-energizing equipment, and controlling and extinguishing the fire.
 - (e) Response considerations similar to a safety data sheet (SDS) that will address response safety concerns and extinguishment when an SDS is not required.
 - (f) Procedures for dealing with battery energy storage system equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged battery energy storage system equipment from the facility.
 - (g) Other procedures as determined necessary by the Village to provide for the safety of occupants, neighboring properties, and emergency responders.
 - (h) Procedures and schedules for conducting drills of these procedures and for training local first responders on the contents of the plan and appropriate response procedures.

H. Additional submission requirements. In addition to the other site plan standards set forth in the Village Code, the following standards shall apply for Tier 2 battery energy storage systems:

- (l) Bulk requirements. The Tier 2 battery energy storage systems shall meet the lot size, setbacks, and height requirements in the underlying zoning district. Tier 2 battery energy storage systems shall also meet the following bulk requirements: Minimum lot size shall be 4 acres. Minimum setbacks shall be 100 feet, with the exception of setbacks from any portion of the property that borders I-287 or associated on-ramps and/or off-

ramps which shall conform to the underlying setbacks of the underlying zoning district. Maximum height shall be 15 feet.

- (2) Screening and visibility. Tier 2 battery energy storage systems shall be screened to the maximum extent practicable from public roadways (excepting Interstate 287) and adjacent properties through the use of architectural features, earth berms, landscaping, fencing or other screening methods which harmonize with the character of the subject property and the surrounding area. The screening shall not, however, interfere with the normal operation, ventilation or exhaust ports, or fire safety of the storage system. A covenant regarding the maintenance of any required screening shall be provided by the applicant.
- (3) Access. Vehicular access within the site shall be designed to minimize the extent of increases to impervious materials and soil compaction and meet any applicable emergency access or safety requirements.
- (4) Trees and vegetation. The clearing of vegetation shall be limited to that which is necessary for the construction, operation and maintenance of the Tier 2 battery energy storage system.
 - (a) Areas within 10 feet on each side of Tier 2 battery energy storage systems shall be cleared of combustible vegetation and other combustible growth. Single specimens of trees, shrubbery, or cultivated ground cover such as green grass, ivy, succulents, or similar plants used as ground covers shall be permitted to be exempt, provided that they do not form a means of readily transmitting fire.
 - (b) Tree removal shall not be subject to Chapter 281 of this Code, as the Planning Board shall address any tree removal issues, tree replacement, and/or other mitigation in connection with the issuance of site plan approval
 - (c) Battery energy storage systems shall not be sited within any required buffer areas.
- (5) Fencing. All mechanical equipment shall be enclosed by a 7-foot fence or a 6-foot fence with 1-foot of barbed wire pursuant to the National Electric Code with a locking gate to prevent unauthorized access. No fence height variances shall be required to the extent otherwise regulated by the Village Code.
- (6) Lighting. Lighting of the battery energy storage systems shall be limited to lighting that is minimally required for safety and operational purposes and shall be reasonably shielded, downcast and not encroach on abutting properties. All lighting should be less than 3,000 Kelvin.
- (7) Coverage. The battery energy storage system shall be included in calculating maximum permitted building coverage for the applicable zoning district.
- (8) Security.
 - (a) A bond in an amount acceptable to the Village Engineer and form acceptable to the Village Attorney shall be submitted to the Village and shall be in an amount sufficient to ensure the good-faith performance of the terms and conditions of the permit issued pursuant hereto, and shall also provide for the removal of the battery energy storage system and restoration of the lot subsequent to removal. The amount of the bond shall be 125% of the cost of removal of the battery energy storage system and restoration of the property with a 2% annual escalator for the life of the

battery energy storage system. The decommissioning amount shall be reduced by the amount of the estimated salvage value of the battery energy storage system.

- (b) In the event of default upon performance of such conditions, after proper notice and expiration of any cure periods, the bond shall be forfeited to the Village, which shall be entitled to maintain an action thereon. The bond shall remain in full force and effect until restoration of the property as set forth in the decommissioning plan is completed.
- (c) In the event of default or abandonment of the battery energy storage system, the system shall be decommissioned as set forth in Subsection H(9) and (10) herein.

(9) Abandonment.

- (a) Upon cessation of a battery energy storage system's energy storage and discharge functions on a continuous basis for 12 months, the Village may notify and instruct the owner and/or operator of the battery energy storage system to implement the decommissioning plan. The decommissioning plan must be completed within 360 days of notification.
- (b) If the owner and/or operator fails to comply with decommissioning upon abandonment of the battery energy storage system, the Village may, at its discretion, utilize the bond for the removal of the battery energy storage system and restoration of the site in accordance with Subsection L herein.

(10) Decommissioning. Battery energy storage systems that have been abandoned and/or not producing electricity for a period of one year shall be removed at the owner's and/or operator's expense, which, at the owner's option, may come from the bond provided to the Village as set forth in Subsection F(8) herein.

(11) Ownership or operator changes. If the owner or operator of the battery energy storage system changes or the owner of the property changes, all local approvals shall remain in effect, provided that the successor owner or operator agrees to assume, in writing, all of the obligations of the site plan approval and decommissioning plan. A new owner or operator of the battery energy storage system shall notify the Building Inspector of such change in ownership or operator within 30 days of the ownership or operator change. A new owner or operator must provide such notification to the Building Inspector in writing. The local approvals for the battery energy storage system would be void if a new owner or operator fails to provide written notification to the Building Inspector in the required time frame. Reinstatement of a void permit will be subject to the same review and approval processes for new applications under this section.

I. Utility lines and electrical circuitry. All on-site utility lines shall be placed underground to the extent feasible and as permitted by the serving utility, with the exception of the main service connection at the utility company right-of-way and any new interconnection equipment, including without limitation any poles, with new easements and right-of-way.

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- J. Noise. The noise generated from the battery energy storage systems, components, and associated ancillary equipment shall meet the requirements of Chapter 215, Noise. Applicants may submit equipment and component manufacturers' noise ratings to demonstrate compliance. The applicant may be required to provide operating sound pressure level measurements from a reasonable number of sampled locations at the perimeter of the battery energy storage system to demonstrate compliance with this standard.
- K. Signage.
- (1) The signage shall comply with ANSI Z535 and shall include the type of technology associated with the battery energy storage systems, any special hazards associated, the type of suppression system installed in the area of battery energy storage systems, and twenty-four-hour emergency contact information, including reach-back phone number. No additional local approvals shall be required for such signage.
 - (2) As required by the NEC, disconnect and other emergency shutoff information shall be clearly displayed on a light reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.
- L. Decommissioning plan. The applicant shall submit a decommissioning plan, developed in accordance with the Uniform Code, to be implemented upon abandonment and/or in conjunction with removal from the facility prior to the issuance of a building permit. The decommissioning plan shall include:
- (1) A narrative description of the activities to be accomplished, including who will perform that activity and at what point in time, for complete physical removal of all battery energy storage system components, structures, equipment, security barriers, and transmission lines from the site;
 - (2) Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations;
 - (3) The anticipated life of the battery energy storage system;
 - (4) The estimated decommissioning costs and how said estimate was determined;
 - (5) The method of ensuring that funds will be available for decommissioning and restoration;
 - (6) The method by which the decommissioning cost will be kept current;
 - (7) The manner in which the site will be restored, including a description of how any changes to the surrounding areas and other systems adjacent to the battery energy storage system, such as, but not limited to, structural elements, building penetrations, means of egress, and required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the system is removed; and
 - (8) A listing of any contingencies for removing an intact operational energy storage system from service and for removing an energy storage system from service that has been damaged by a fire or other event.

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- M. An application shall not be deemed complete unless it addresses all matters listed in this section, including, but not necessarily limited to, i) compliance with all applicable provisions of the Uniform Code and all applicable provisions of the Energy Code and ii) matters relating to the proposed battery energy storage system and floodplain, utility lines and electrical circuitry, signage, lighting, vegetation and tree-cutting, noise, decommissioning, ownership changes, safety, and permit time frame and abandonment.
- N. Safety; system certification. Battery energy storage systems and equipment shall be listed by a nationally recognized testing laboratory to UL 9540 (standard for battery energy storage systems and equipment) with subcomponents meeting each of the following standards as applicable:
- (1) UL 1973 (standard for batteries for use in stationary, vehicle auxiliary power, and light electric rail applications);
 - (2) UL 1642 (standard for lithium batteries);
 - (3) UL 1741 or UL 62109 (inverters and power converters);
 - (4) Certified under the applicable electrical, building, and fire prevention codes as required;
 - (5) Alternatively, field evaluation by an approved testing laboratory for compliance with UL 9540 and applicable codes, regulations and safety standards may be used to meet system certification requirements.
- O. Site access. Battery energy storage systems shall be maintained in good working order and in accordance with industry standards. Site access shall be maintained, including snow removal at a commercially reasonable level acceptable to the local Fire Department.
- P. Battery energy storage systems, components, and associated ancillary equipment shall have required working space clearances, and electrical circuitry shall be within weatherproof enclosures marked with the environmental rating suitable for the type of exposure in compliance with NFPA 70.
- Q. Conflict. If any of the provisions of this section are found to be in conflict with other provisions of this chapter, the provisions of this section shall be controlling.
- R. Severability. The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

Kathy Deufemia

From: Richard Slingerland
Sent: Friday, March 8, 2024 10:33 AM
To: Kathy Deufemia
Cc: Alissa Fasman; John Barbelet
Subject: FW: Approval of Consumption of Open Container of Alcohol for TT Street Fair

Please add to the Work Session for 3/13

Richard Slingerland
Village Administrator
Village of Tarrytown
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Tarrytown, New York 10591
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From: Sleepy Hollow Tarrytown Chamber of Commerce <info@sleepyhollowtarrytownchamber.com>
Sent: Friday, March 8, 2024 10:30 AM
To: Richard Slingerland <rslingerland@tarrytowngov.com>
Cc: Alissa Fasman <afasman@tarrytowngov.com>; Laura Rey Iannarelli <laura@reyinsurance.com>; JoAnne Murray <jmurray@allanblockinsurance.com>; Christopher Cole <ccole@tarrytowngov.com>
Subject: Approval of Consumption of Open Container of Alcohol for TT Street Fair

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

Good morning Richard - This note serves as a request from the Chamber to ask the Board for Approval for Restaurants that are participating in the Tarrytown Street Fair to serve alcohol at tables on the sidewalks in front of their shops as well as to people attending the Street Fair who could possibly walk away from their areas.

I understand that in conjunction with the Board's approval they would also need to apply for a Liquor Permit. (Joanne and/or Lt. Cole can you provide instructions please?).

Lucia



Lucia Ballas-Traynor
Executive Director
Sleepy Hollow Tarrytown Chamber of Commerce
1 Neperan Road
Tarrytown, NY 10591
914.538.3156
[Sleepy Hollow Tarrytown Chamber](#)

