

VILLAGE OF TARRYTOWN

BOARD OF TRUSTEES

WORK SESSION AGENDA

WEDNESDAY, APRIL 1, 2020 6:15 P.M.

Location: Zoom Video Conference - To Watch Visit <https://zoom.us/j/330686363>

Call-in Number: 1-646-558-8656

Meeting ID: 330 686 363 (then follow the prompts; no response to participant ID is needed)

Any questions prior to the meeting may be emailed to [administrator@tarrytowngov.com](mailto:administrator@tarrytowngov.com). If you wish to speak during the meeting, please use the "raise hand" function during the meeting, or press 9 if calling in by phone

BOARD OF TRUSTEES CONCERNS

OPEN SESSION

- Action Item – Resolution regarding Families First Corona Virus Response Act
- 1. Budget Discussion
- 2. 29 South Depot Plaza – resubmitted
- 3. Resolution for "The Basics"
- 4. Volunteer Ambulance Corps Service Award Program
- 5. Annual Camp Funding IMA with Westchester County Youth Bureau
- 6. Intermunicipal Agreement (IMA) with County – Radio Replacement Program
- 7. Discussion on Payments – Parking Permits; Water Payments; other payments
- 8. TASH Farmers Market Agreement
- 9. Re- Adoption Three Agreements with Public Schools of the Tarrytowns:
  - (a) Fuel (b) Sanitation (c) Garage Space
- 10. Zoom Video Conferencing for land-use board meetings

EXECUTIVE SESSION

- A. Collective Bargaining
- B. 2020 Day Camp Staff



Action  
Item  
4-1-2020

**RESOLUTION**

WHEREAS, on or about March 13, 2020, President Trump declared a national emergency regarding the outbreak of the COVID-19 virus; and

WHEREAS, on or about March 18, 2020, the Families First Coronavirus Response Act ("Act"), which included a temporary expansion of the FMLA and emergency paid leave provisions, was signed into federal law; and

WHEREAS, the Act is due to take effect no later than April 2, 2020; and

WHEREAS, the Act permits covered employers, including public employers, to exclude emergency responders and health care providers from the applicable FMLA and emergency paid leave provisions of the Act; and

WHEREAS, the Village of Tarrytown ("Village") recognizes that its emergency responders and/or health care providers deliver critical public health and safety emergency services to the Village's residents and businesses,

NOW, THEREFORE, BE IT RESOLVED:

1. Effective immediately, and to the extent it may be required by federal law or regulation, the Village hereby exempts and excludes its emergency responders, including, but not limited to, all members of its Police and Fire and Ambulance Departments as may exist, from any applicable FMLA and emergency paid leave provisions of the Act.
2. The Village reserves the right to modify or terminate this Resolution at any time in order to meet the needs of the Village and its employees.

Date: April \_\_\_\_, 2020

On the motion of Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, by vote of \_\_\_\_\_ in favor, \_\_\_\_\_ opposed, and \_\_\_\_\_ abstained, the resolution was \_\_\_\_\_ (adopted/not adopted).



Budget Discussion ①

## VILLAGE OF TARRYTOWN

One Depot Plaza, Tarrytown, New York 10591-3605

www.tarrytowngov.com

Mayor  
DREW FIXELL  
Deputy Mayor  
THOMAS BUTLER

Trustees  
KAREN G. BROWN  
ROBERT HOYT  
REBECCA McGOVERN  
PAUL RINALDI  
DOUGLAS ZOLLO

VILLAGE ADMINISTRATOR  
914-631-1785  
VILLAGE TREASURER  
914-631-7873  
VILLAGE CLERK  
914-631-1652  
VILLAGE ENGINEER/BUILDING INSPECTOR  
914-631-3668  
DEPT. OF PUBLIC WORKS  
914-631-0356  
  
FAX NO. 914-909-1208

March 16, 2020

Honorable Mayor Fixell and the Board of Trustees  
Village of Tarrytown  
One Depot Plaza  
Tarrytown, New York 10591

Re: Fiscal Year 2020-2021 Village of Tarrytown Tentative Budget

Honorable Mayor Fixell and Members of the Board of Trustees:

In my capacity as Budget Officer for the Village of Tarrytown, I respectfully submit the tentative budget for Fiscal Year 2020-2021 (FY 20-21). This proposed budget is the ninth tentative Village budget that is subject to the New York State tax levy cap, which became permanent state law with the adoption of the 2019-2020 NY State Budget in Spring of 2019. Working collaboratively with the Board of Trustees and the Department Heads, all of the budgets that have been adopted by the Board of Trustees since the implementation of the tax levy cap have been compliant with the cap. The proposed General Fund Budget for FY 20-21 is \$27,469,283, with a property tax levy of \$18,143,160.

It is important to note that the global spread of the COVID-19 novel coronavirus is a leading contributor to the negative forecasts for the global market and investments, with impacts in particular on the investments of the NY State Retirement System and may lead to a national and global recession. Such a recession could have severe impacts on our budget due to reduced revenues from sales taxes, building permits, mortgage taxes, among others, but these impacts are virtually impossible to quantify at this time.

Pursuant to the ongoing policy directive from the Board of Trustees, I am submitting a tentative budget that meets the requirements of the New York State tax levy cap. The tax levy cap is a percentage limit on the increase in the total tax levy, either the CPI, or 2%, whichever is lower. Based on the CPI published by the New York State Comptroller's Office, the levy limit for our budget this year is at 1.78%, and because Tarrytown is experiencing continued growth, we also have a growth factor this year of 1.0324. Since we don't want to lose any of our carryover from prior years, and we have fiscal needs in terms of capital expenses and judgments and claims (especially for certiorari), we are proposing to

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use a portion of the prior year's carry-over, leaving a remaining carry-over to be used in future years in the amount of \$73,307, which is very close to the same carry over we had last year. The bottom line is that the Tentative 2020-2021 Village Budget is compliant with the NYS 2% tax cap.

It is important to note the state law does not cap the actual tax levy rate that will be established by the Village. Since we have transferred our Assessing function to the Town of Greenburgh, the Town is keeping the property values current at present day values, reflective of the market. This tentative budget marks the fourth year that the Village will be utilizing the Town of Greenburgh assessment roll for the Village. The Town completed a reassessment for the entire Town in 2016 and the Board of Trustees accepted the Town assessment roll as the assessment roll for the Village. The assessed full values established by the Town total \$2,153,947,713. Last year the total taxable assessed values were \$2,140,753,799, so total taxable values have increased by \$13,193,914, by a very small percentage of less than one percent, six-tenths of a percent, or .6163% to be more precise.

The tax rate per thousand this year is proposed at \$8.4232 per thousand dollars of value, compared to \$8.0641 last year, which means the tax rate for Fiscal Year 2020-21 is increasing by \$ .3591 per thousand dollars of assessed value, or a percentage of 4.45%.

The tax levy cap calculation for Fiscal Year 2020–2021 is included in Exhibit A, which is contained in this budget message. The information included in the calculation is taken directly from the Property Tax Cap Form completed by the Village on the New York State Office of the State Comptroller website. Since the tax levy cap this year is 1.0178%, and Tarrytown has a “Tax Base Growth Factor” this year of 1.0324, plus a carry forward from FY 19-20 of \$76,223, the Village could increase our total tax levy by \$953,201, but we are increasing it by \$879,894, and carrying over \$73,307 to next year.

For comparison purposes, the chart below lists the amount that the tax levy could be increased and allow the Village to remain within the tax levy cap and the actual increase in the tax levy adopted by the Board of Trustees since the institution of the tax levy cap in 2012. As you may note, the tax levy was reduced in FY 15-16.

Fiscal Year	Tax Levy Allowable Increase	Actual Tax Levy Increase
FY 12-13	\$686,738	\$333,131
FY 13-14	\$1,081,435	\$322,860
FY 14-15	\$452,413	\$447,554
FY 15-16	\$464,800	(\$101,338)
FY 16-17	\$253,888	\$247,444
FY 17-18	\$454,989	\$424,474
FY 18-19	\$925,750	\$690,656
FY 19-20	\$900,823	\$824,600
	Allowed	Tentative/proposed
FY 20-21	\$953,201	\$879,894

The development of this tentative budget reflects the same framework as previous budgets – to maintain the services our residents have come to expect with the minimum tax increase to fund those services.

**Economy:**

As of the writing of this message, global stock markets suffered what has been termed Black Monday, 2020, noting that March 9, 2020 found that the main financial indices in the US, Europe and Asia dropped between 7% and 8%. “The Dow Jones Industrial Average sank by 7.8% or more than 2,000 points – the biggest points-drop in history and the largest decline in percentage terms since the financial crisis.” (Source: BBC News online, *Global shares plunge in worst day since financial crisis*, March 9, 2020.) A major cause for this drop is attributed to is the impact of the COVID-19 novel coronavirus, which was noted earlier in this budget message.

**Year to Year changes in the Budget:**

A number of cost drivers impacted the development of the tentative budget, which are listed below. The number provided in the category of tax rate increase only considers that particular increase or decrease and is strictly to evaluate the tentative budget document and the proposed tax rate increase.

**Expenditures**

- The Police Department personnel lines increased in total by \$301,638, or 7.4%, which reflects the conversion of a sergeant position into a 3<sup>rd</sup> lieutenant position, the creation of a new police officer position, and the conversion of a part time office assistant into a full time position, all of which are aimed at handling the burgeoning workload that has been generated for the Police Department by the State’s criminal justice reform and new discovery requirements.
- The two pension budget fund allocations increased jointly by \$67,178, or roughly a 4.1% increase. This could change based on the potential impacts of the market volatility on the investments of the New York State Retirement System.
- The Debt Service budget line was relatively flat year to year, but we increased the transfer to capital by \$300,000, in order to reduce our reliance on debt over the long term.
- The Judgments and Claims budget line increased by \$201,000, or 35.5%, to fund the Village’s ongoing exposure from tax certiorari cases, which require us to refund taxes when the cases are settled or subject to a judgement, to avoid funding these payments through borrowing.

**Revenues**

Overall, Revenues for the Village have been adjusted based on trends and actual experience in what we have received in terms of various revenues. Some of the 5 most important revenue streams we utilize, besides property taxes, are – Sales Taxes, Mortgage Taxes, Building Permit Fees, Hotel/Motel Occupancy Taxes, and Parking Revenues from both on-street meters and parking lots. These are projected in the Tentative Budget as follows:

Big Non-Tax Revenues	2016-17 actual	2017-18 actual	2018-19 actual	2019-20 estimated	2020-21 projected	5yr avg
Sales Tax (1120)	1659358	1765989	1838046	1800000	2100000	1832679
Mortgage Tax (3005)	246821	325234	218618	250000	250000	258135
Building Permits (2590)	746705	709497	1427310	600000	590000	814702
Hotel Tax (3006)	149208	511709	486579	575000	575000	459499
Parking (Lots)1720	737678	813964	772366	825000	830000	795802
Parking (Street)1740	824379	928874	1094091	980000	990000	963469
Parking net	1562057	1742838	1866457	1805000	1820000	1759270



In addition, this tentative budget includes an appropriation from the Water Fund, based on information provided by the Village Treasurer and decisions of the Board when you voted upon the last water rate increase. The Village has significantly reduced our regular and penalty payments for excess water consumption to the New York City Dept. of Environmental Protection (NYC DEP), and in the year ahead we will work with the NYC DEP to implement a Water Demand Management Plan to reduce our overall water consumption as a water district. This will allow us to continue to include the transfer from the Water Fund in the amount of \$500,000 without any difficulty.

Below, please find a summary of the tentative budget proposals for the General Fund, the Water Fund and the Library Fund.

**GENERAL FUND** - The tentative budget for Fiscal Year 2020-2021 includes General Fund appropriations of \$27,469,283 and non-property tax revenues and fund balance of \$9,326,123. The appropriations/expenditures in the tentative budget increased by \$1,196,894, a 4.56% increase in spending. Non-property tax revenues and use of surplus increased by \$317,000 in the tentative budget, an increase of 3.52%. The tentative budget provides for an increase in the amount of the real estate tax levy by \$879,894, an increase of 5.1% from FY 19-20, which is within the 2% cap because of our 3.24% tax base growth factor.

These numbers generate a proposed tax rate of \$8.4232 per \$1,000 of assessed valuation, which is a 4.45% increase by \$.3591 over last year's rate. As noted previously, the values in the tax assessment roll increased to \$2,153,947,713 for FY 20-21, from \$2,140,753,799. The percentage increase in the tax assessment values is .6163%, which notes virtually unchanged property values. The Expenditure Summary on pages 3 and 4 provides a breakdown of the expenditures (in general categories) in the tentative budget for the General Fund.

**WATER FUND** - The tentative budget for the Water Fund provides for appropriations and revenues of \$5,662,300, a small increase of \$39,956 over the budget for FY 19-20. This represents a .71% increase in appropriations in the Water Fund.

**LIBRARY FUND** - The tentative budget for the Library Fund increased by \$8,195, representing a .46% increase from the FY 19-20 adopted budget. Increases in the tentative budget were in salaries and related personnel costs, building maintenance and Debt Service.

Property taxes are the primary source of funding for the operation of municipal governments (Village, Town and County) and school districts in New York State. Although property taxes are commonly categorized together when residents refer to property taxes, it is important to distinguish the variety of taxing entities that receive property taxes for operational purposes and the level of property taxes received by those entities. Village taxpayers can then better identify the taxes paid and the services received by the taxpayer from each of those taxing entities. The following charts provide information as to the tax dollars paid by a property owner assessed at the average assessed value in the Village and the proportionate share of the total tax obligation attributable to the various taxing entities that impact a Village property owner.

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**COMPARISON – WHERE YOUR TAX DOLLARS GO**  
**Comparison of Taxes Paid Based Upon Percentage of Tax Bill**

Taxing District	Union Free School District of the Tarrytowns	Irvington Public School District
Town/County/Sewer/Solid Waste	12.93%	13.74%
School District	62.53%	60.19%
Village	24.53%	26.07%

Please note that the tables above reflect tax bills and consolidated rates for Town/County/County Sewer and County Solid Waste taxes. All taxes reflect tax bills issued for the differing 2019 taxing years, retrieved from tax bills and information published by the Westchester County Tax Commission.

The Village Administrator, as Budget Officer, is responsible for the development of the tentative budget, which by New York State law must be submitted to the Village Clerk on or before March 20. The tentative budget is a collaborative document developed with the input and assistance from all Department Heads and in direct partnership with the Village Treasurer.

The tentative budget can be modified based upon decisions made by the Board of Trustees as the policy makers of the Village. The budget process provides an opportunity to solicit input from Village residents and other interested parties. The important dates associated with the adoption of a final budget are as follows:

- Public Hearing is scheduled for Monday, March 16, 2020, and may continue but must be adjourned on or before the budget adoption night, which is scheduled for Monday, April 20, 2020.
- Budget adoption by law must be on or before May 1 (Adoption is tentatively scheduled for April 20, 2020).

The Village Treasurer and I are available during this tentative budget review to analyze any proposal that you believe should be considered during this process of creating the new Village budget for Fiscal Year 2020-2021. I would like to take this opportunity to thank the Department Heads, the Village Treasurer and his staff for their invaluable assistance in the development of this tentative budget document, as well as the collaborative process we have in place working with you, the Mayor and Board of Trustees, as the policy making body for the Village of Tarrytown.

Respectfully submitted,

Richard Slingerland  
Village Administrator - Budget Officer



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## EXHIBIT A

## TAX LEVY CAP CALCULATION – FISCAL YEAR 2020-2021

**Tax Levy Limit Before Adjustments and Exclusions**

Tax Levy FYE 5/31/2020	\$17,263,266
Tax Cap Reserve Plus Interest from FYE 2019 Used to Reduce 2020	\$0
Total Tax Cap Reserve Amount (including interest earned) from FYE 2020	\$0
Tax Base Growth Factor	1.0324
PILOTS (Payments in lieu of taxes) receivable in FYE 5/31/2020	\$16,307
Tort Exclusion Amount Claimed in FYE 5/31/2020	\$0
Allowable tax levy growth factor	1.0178% *
PILOTS receivable in FYE 5/31/2021	\$16,307
Available Carryover from FYE 5/31/2020	\$76,223
<b>Total Levy Limit Before Adjustments/Exclusions</b>	<b>\$18,216,467</b>

**Adjustments for Transfer of Local Government Functions**

Costs Incurred from Transfer of Local Government Functions	\$0
Savings Realized from Transfer of Local Government Functions	\$0
<b>Total Adjustments</b>	<b>\$0</b>
<b>Tax Levy Limit, Adjusted for Transfer of Local Government Functions</b>	<b>\$18,216,467</b>

**Exclusions**

Tax Levy Necessary for Expenditures Resulting from Tort Orders/Judgments Over 5%	\$0 **
Teacher's Retirement System Exclusion	\$0
Employees Retirement System Exclusion	\$0 ***
Police and Firefighters Retirement System	\$0
<b>Total Exclusions</b>	<b>\$0</b>
<b>Total Levy Limit, Adjusted for Transfers, Plus Exclusions</b>	<b>\$18,216,467</b>
<b>FYE 2019 Proposed Tax Levy, Net of Reserve</b>	<b>\$18,143,160</b>
<b>Difference between Tax Levy Limit and Proposed Levy (carryover to future years)</b>	<b>\$73,307</b>

\*The allowable tax levy growth factor can never exceed 2%; however, the growth factor can be more or less than 2% based upon the level of inflation. The tax levy cap percentage for the tentative budget, including the base tax levy increase, rollover and the growth factor is 5.10%.

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

\*\*\*Increases in the percentage of salary charged by the NYS Retirement System that exceeds 2% may be excluded from the tax levy cap calculation.

29 South <sup>(2)</sup>  
Depot Plaza

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CHARLES A. GOLDBERGER  
COUNSEL

March 26, 2020

Mayor Drew Fixell and Members of the Board of Trustees  
Village of Tarrytown  
One Depot Plaza  
Tarrytown, New York 10591

Re: Lexington 202 Group, LLC and Collins Enterprises, LLC  
29 South Depot Plaza, Tax lot Section 1.70, Block 29, Lot 38

Dear Mayor Fixell and Members of the Board:

I am writing to follow up on the discussion at your March 11 work session regarding the proposal for increased height and density at the proposed mixed-use transit-oriented development proposed for the property at 29 S. Depot Plaza.

As requested, we are providing to you herewith revised sections and elevations indicating a further reduction in the overall building height. As now indicated, the height to the top of the parapet, the highest element, is 60 feet. The actual roof height is approximately 3 feet lower. The elevator and stair bulkheads which exceeded 60 feet have been eliminated. The roof will now be accessed by way of a ladder and roof hatch. There will be no public access to the roof.

Based upon the above, the proposed zoning amendment would now provide for a maximum height of 60 feet for all building elements with no exceptions.

In relation to parking, as discussed we are proposing a parking ratio of 1.15 spaces per unit, with acknowledgement that at this time 20 of those spaces would be shared with the MTA. As a

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Mayor and Members of the Board  
March 26, 2020  
Page 2

reminder, the original draft zoning amendment which you previously referred to the Planning Board required less parking at 1.1 spaces per unit. At that time the same shared parking with MTA was proposed. With the additional units the plan also now provides additional parking which has allowed for the greater requirement. Therefore the request for re-referral actually includes a higher parking ratio.

We are providing to you herewith the TOD Parking Supplement which was previously submitted to the Planning Board. This document provides a detailed review and analysis of the parking provided and the parking demand. A summary of the parking provided can be found on page 3 of this document. As we have indicated there are 102 spaces available, 20 of which are shared with the MTA for daytime use. Separate parking and loading not included in this count are provided for the self-storage use at the south end of the building. The site plan showing the parking is also provided herewith.

While the analysis shows this will be sufficient parking, we are in discussion with the MTA to either reduce the number of 20 spaces they are requesting, or to provide additional area to expand the parking lot to the south and provide additional parking.

Also provided herewith is an updated version of the Parking Ratio Matrix with the additional information requested. This includes information on whether parking is assigned or unassigned, whether the parking is shared with other uses, and whether on-street or municipal parking is available in the area. We point out that Tarrytown has municipal meter parking available immediately adjacent to the property (Lot B).

The Planning Board has indicated that it will be retaining a consultant to review the adequacy of the parking. We therefore request that you proceed with the re-referral to the Planning Board and allow them to bring in a consultant with expertise to review the parking on behalf of the Village.

Finally, it is not in our client's interest to develop a project that will not have sufficient parking for its tenants. Collins Enterprises will have to satisfy its tenants that parking will be provided. Based upon its experience in developing and managing TOD projects, Collins Enterprises is confident that the parking proposed will be sufficient and that its tenants will be satisfied.

We look forward to reviewing this with you at the next possible meeting. Thank you for your continued cooperation in this matter.

Very truly yours,



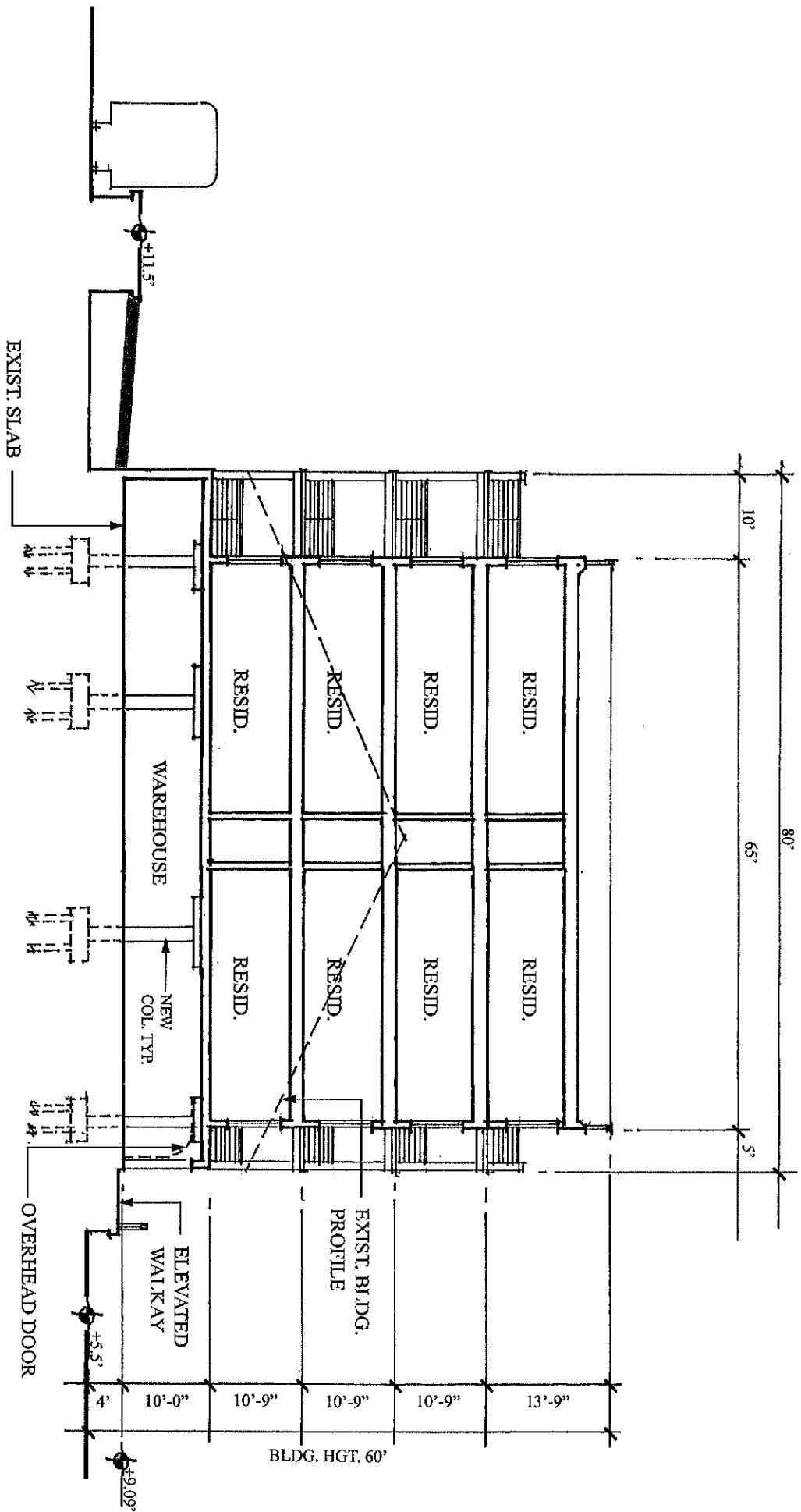
Linda B. Whitehead

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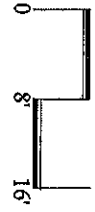
Mayor and Members of the Board  
March 26, 2020  
Page 2

Enclosure  
cc: Arthur Collins

2



DEPOT PLAZA  
TARRYTOWN, NY.

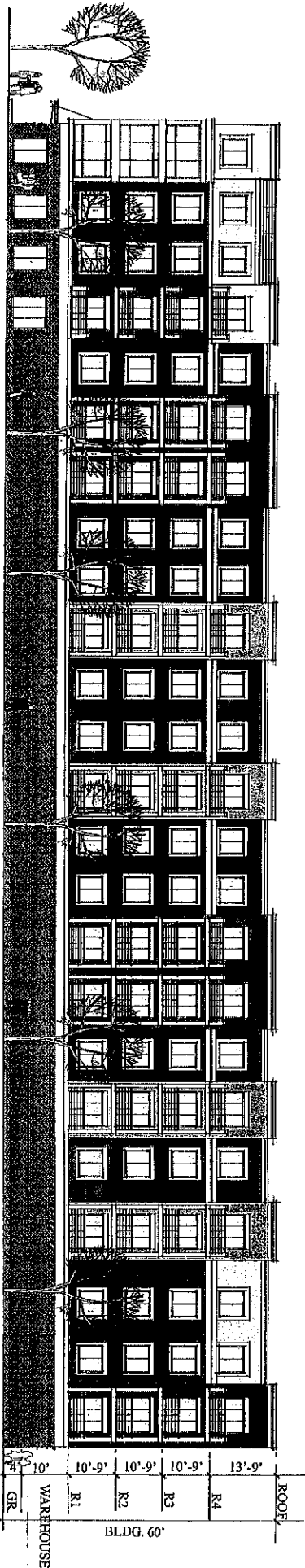


COLLINS ENTERPRISES LLC  
DO H. CHUNG & PARTNERS

BLDG. SECTION  
S: 3/32"=1'  
DATE: 3-16-20

A - 005

2



WEST ELEVATION (FROM RAILROAD PLATFORM)

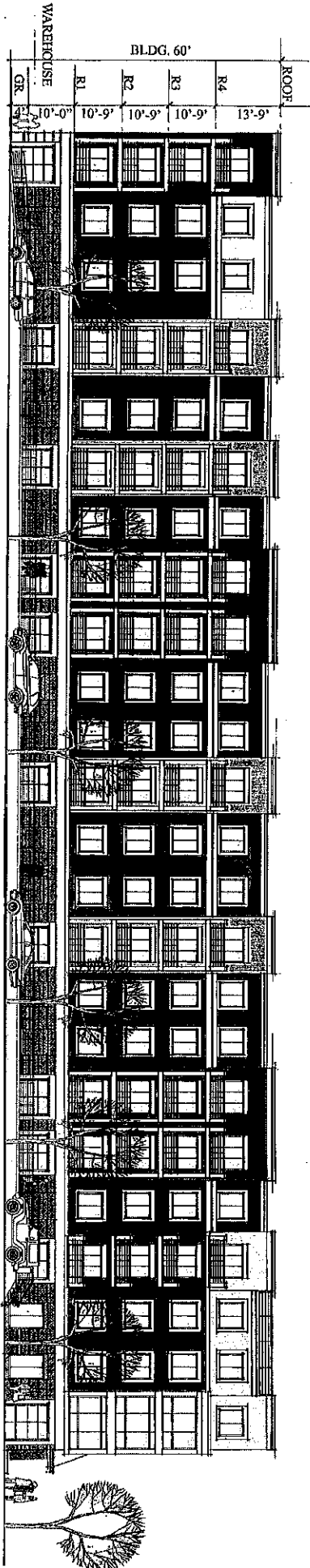
DEPOT PLAZA  
TARRYTOWN, NY.

COLLINS ENTERPRISES LLC  
DO H. CHUNG & PARTNERS

SCHEMATIC ELEVATION  
S: 3.32" = 1'-0"  
DATE: 3-16-20

A - 006

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EAST ELEVATION

DEPOT PLAZA  
TARRYTOWN, NY.

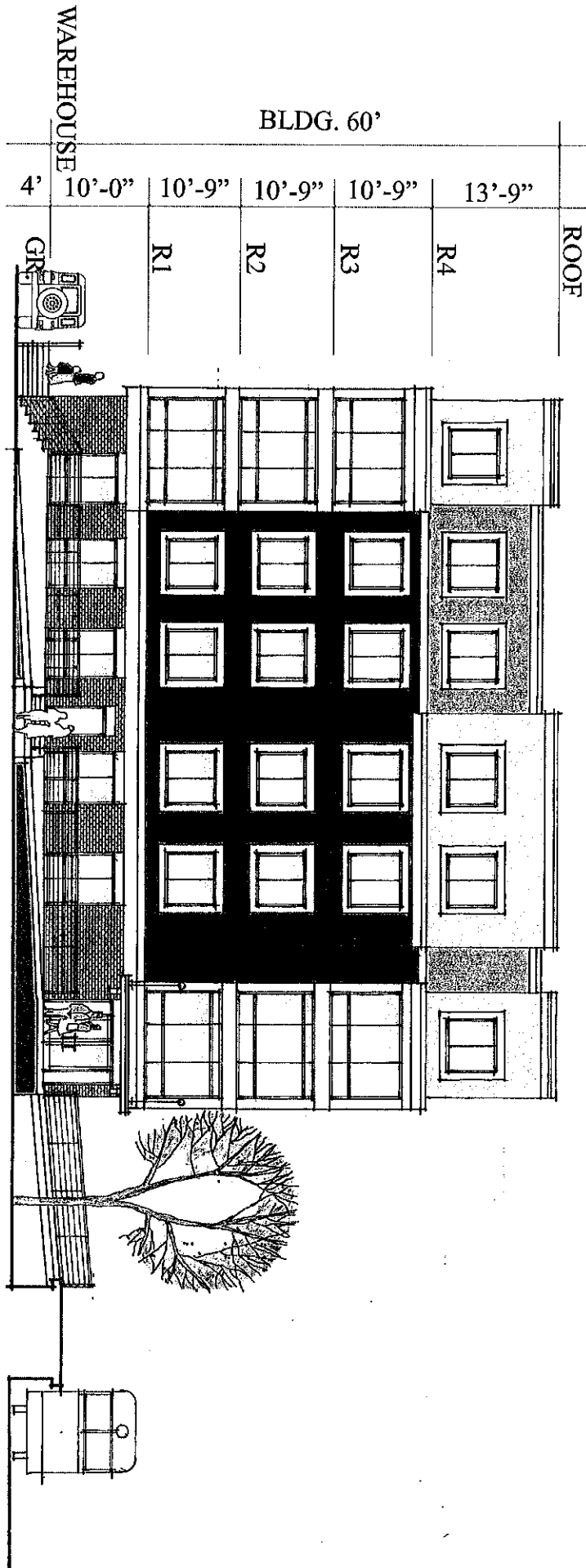


COLLINS ENTERPRISES LLC  
DO H. CHUNG & PARTNERS

SCHEMATIC ELEVATION  
S: 3/32" = 1'-0"  
DATE: 3-16-20

A - 007

2



DEPOT PLAZA  
TARRYTOWN, NY.

COLLINS ENTERPRISES LLC  
DO H. CHUNG & PARTNERS

SCHEMATIC ELEVATION  
S: 3/16" = 1'-0"  
DATE: 3-16-20

A - 008



# Planning & Development Advisors



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Creating value by unlocking opportunities

## TOD Parking Supplement

### Introduction

The following is an update to the TOD Parking Supplement submitted to the Village of Tarrytown Planning Board as part of an August 13, 2019 submission for the proposed redevelopment of 29 South Depot Plaza. The current plan calls for the construction of a five-story building consisting of four-stories of residential with 88 residential units over first floor of self-storage and limited retail supported by 102 parking spaces. The August 2019 submission supplemented an earlier Parking Analysis dated November 7, 2018 for a mixed-use project at 29 S. Depot Plaza prepared by JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC (the "JMC Report"), see attached. The JMC Report included a survey of the Tarrytown Self-Storage facility located at 160 Wildey Street and a review of other transit-oriented development ("TOD") ordinances and their parking requirements.

The JMC Report also included a discussion of parking demand for mixed use transit-oriented development noting that TOD's tend to have reduced parking demand due to their close proximity to train stations or other means of transit. In addition, other factors that were considered included declining car ownership and the popularity of ride sharing services. The JMC Report also utilized parking requirements from two nearby municipalities (City of White Plains and Yonkers) with TOD parking standards, providing for one parking space per unit, as well as hourly factors published by the Urban Land Institute for residential uses. The current submission includes updated information (refer to Parking Matrix Ratio of TOD and In-town Properties) from selected TOD developments in Westchester and lower Fairfield Counties related to actual parking spaces per project and where available actual survey data that provides actual occupancy rates for parking.

In addition, Collins Enterprises, LLC (the "Applicant"), as part of other mixed-use developments they have developed, notes that there are parking savings and efficiencies in parking regimes due to the varying times for peak demand of different uses. It is important to note that providing for parking as if each was an independent use leads to an oversupply of parking. As an illustration, parking utilization for retail and residential uses fluctuates throughout the course of the day meaning that as demand for retail use increases during the day, there is less demand for spaces devoted to residential uses.

A Transportation Research Board report notes that striking a balance between parking supply and development is a crucial challenge in developing the character of TOD. Residents in TOD projects are twice as likely not to own a car as other US households and they are also two to five times more likely to commute by transit than others in the region<sup>1</sup>. Further, the report found that multifamily housing near transit stations produce an average of 44 percent fewer daily vehicle trips than ITE trip generation rates predict for the same

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<sup>1</sup> G.B. Arrington, Cervero, Robert, Transportation Research Board, Transit Cooperative Research Program Report 128: Effects of TOD on Housing, Parking and Travel (2008), available at [http://onlinepubs.trb.org/onlinepubs/tcrp/tcrp\\_rpt\\_128.pdf](http://onlinepubs.trb.org/onlinepubs/tcrp/tcrp_rpt_128.pdf)

land uses not located near transit and that parking ratios developed using ITE trip generation rates “over-park” TODs by as much as 50 percent<sup>2</sup>.

A supplement from a recent EAF Addendum to a Village of Mamaroneck TOD Zoning Amendment<sup>3</sup> notes that recent parking surveys in actual built TOD projects have confirmed that car ownership and parking demand statistics are lower than in traditional residential developments. The EAF Addendum further notes that demographic trends show that there are more “millennials” who want to live without a car, as well as growing preferences of households with two wage-earners to move to TOD developments because they can live there with only one car. The Proposed Project is adjacent to a very active commuter rail station and also within easy walking distance to a fairly large selection of retail and restaurant opportunities. Further, the Westchester County Bee-line serves the Village with a dedicated bus stop at the Tarrytown Train Station. It is anticipated that there would be the same low vehicle ownership statistics as in other TOD developments.

The Mamaroneck EAF Addendum recommended that the Village encourage the establishment of shared cars (Zip-cars) near the train station or that it requires the inclusion of shared-car spaces in developments with 50 or more apartments. Hudson Park in Yonkers includes four Zip-car spaces; they are used more than 65% of the time. Other residential developments are including shared cars in their developments because of the beneficial effect on car ownership and parking demand. The Applicant contacted Zipcar and was told they were not looking for additional locations in the area at this time as there are three Zip Car spaces located in the adjacent municipal parking lot approximately 220 feet from the Project Site. The MTA has been coordinating with Zip-car to make cars available at train stations throughout the area (see [www.zipcar.com/metro-north](http://www.zipcar.com/metro-north)). Due to the proximity of the existing Zip-cars and the ongoing cooperation between Zip-car and the MTA, it is not proposed to provide Zip-cars on site.

#### **Revised Plan**

The Proposed Project now calls for the approximately 20,757 square feet of self-storage space, approximately 2,000 square feet of retail and 88 residential units (12 studio, 48 1-BR and 28 2-BR). The Proposed Project will be supported by 102<sup>4</sup> parking spaces configured on the Project Site and through an agreement with the Metropolitan Transportation Authority (MTA) for the use of its adjacent parking lot (the “MTA Lot”) which will be improved as part of the Proposed Project. It is important to note that the Applicant has made a significant design change by incorporating a formal plaza treatment with decorative pavers, enhanced walkways, lighting and landscaping as part of the area just north of the existing building and with direct access to the station platform, including handicapped accessible access to the platform. This improvement is made at the expense of removing all of the parking previously provided in this area (eight spaces). While parking is a critical resource in this location, it was also understood that enhancement of the pedestrian environment, consistent with a TOD is an important consideration, and an element of Complete Streets planning.

<sup>2</sup> Ibid, page 118.

<sup>3</sup> [https://www.village.mamaroneck.ny.us/sites/mamaroneckny/files/uploads/part\\_3\\_eaf\\_11\\_14\\_14.pdf](https://www.village.mamaroneck.ny.us/sites/mamaroneckny/files/uploads/part_3_eaf_11_14_14.pdf)

<sup>4</sup> A total of 112 spaces are shown on the plan (not including the spaces within Lot B to the north which will be improved but remain public meter spaces). Ten spaces are reserved for MTA use at all times and therefore are not included in the project parking count.

## Parking Management

The Applicant, as part of their agreement with MTA, will make improvements to formalize and expand parking resources proximate to the Project Site. This includes restriping and reconfiguring Lot B, the existing municipal parking area located just north of the Project Site. Lot B will also be improved with new landscaping and overall aesthetic improvements. The enhanced spaces in Lot B have not been included as part of the parking to support the Proposed Project. Reconfiguration of this municipal parking area allows for the creation of 20 new perpendicular parking spaces, including 3 handicapped spaces, located at the north end of S. Depot Plaza and east of Lot B that would be used to support the Proposed Project. These spaces are located partially on the Project Site and partially on the MTA Lot B property. The MTA lot will be reconfigured and improved with 78 spaces, including 2 partially on other property under the same ownership as the Project Site. Sixty-five of these spaces are located within the parking lot and an additional 13 parallel spaces on the MTA property along S. Depot Plaza. As part of the MTA agreement, MTA requires 10 spaces in the MTA Lot to be dedicated for their employees use full time; and, 20 spaces to be set aside for MTA use from 5:00 AM to 4 PM, Monday through Friday, although it is noted that on-going discussions with MTA may lead to a reduction in the total number of spaces specifically set aside based on need. The Applicant would have full use of those 20 spaces after 4:00 PM and on weekends. The remaining 48 spaces in the MTA Lot will be available for use exclusively for the Project at all times. An additional 14 parallel spaces are located on the west side of S. Depot Plaza on the Project Site. Parking and loading for the self-storage use (2 spaces) are independent of the other uses and located at the south end of the building. Based upon the above, there are a total of 82 spaces available full time and 102 at night and on weekends. The following table provides a breakdown of the parking resources.

**Table 1**  
**Parking Resources**

Location	Spaces Specifically for Applicant Use	MTA Use/Shared	MTA Exclusive Use	Restrictions
Project Site	34*			None
MTA Lot	48			None
			10	spaces reserved exclusively for MTA Employees
		20		Reserved for MTA use 5:00 AM to 4:00 PM Monday through Friday
Resource available to the Applicant	82	20		

\* Includes 2 proposed spaces partially on the adjacent property owned by the Applicant and 20 spaces partially on MTA Lot B property.

## Residential.

As noted above, the Proposed Project is a transit-oriented development, which typically requires significantly fewer parking space requirements given the project's location to mass transit. Table 2, Parking Ratio Matrix of TOD and In-Town Properties provides more detailed information regarding transit-oriented developments within the Westchester and lower Fairfield County communities. Of the ten TOD communities surveyed, four

2

were developed by Collins Enterprises. In summary, the number of parking spaces provided per unit equates to approximately 1.18 parking spaces per unit. This is consistent with Institute of Transportation Engineers' data which indicates that the average parking rate for multi-family housing (having at least four floors) less than one-half mile from rail transit is 1.12 and 1.15 per dwelling unit on a weekday and a Saturday, respectively. In addition, actual survey data was secured from five of the selected TOD communities which provides actual maximum occupancy as counted during the day or night. The average actual occupancy rate equates to 0.95 spaces per unit.

In the subject case the Project Site is located directly adjacent to the Tarrytown train station platform. Assuming that an occupancy rate of 95% is considered full (the balance of 5% accounts for either vacant units or units where the lease is up and waiting to be rented) it is anticipated that there would be at any one time 83 occupied units. Applying the average actual occupancy rate (0.95 spaces/unit) to the number of anticipated occupied units yields an effective parking need of 79 spaces ( $83 \text{ occupied units} \times 0.95 \text{ max. actual occupancy} = 79 \text{ spaces}$ ). The Applicant is proposing to provide 1.15 spaces per unit, or 102 spaces ( $88 \times 1.15 = 101.2$ ) well in excess of the projected need of 79 spaces. Even considering only the 82 spaces available full time, the projected need of 79 spaces will be met. After 4:00 PM on weekdays and on weekends the Applicant will have the use of a total of at least 102 spaces which is in excess of the 1.15 space per unit but can help support other uses, see also discussion below regarding retail uses. While there will be slightly more than one parking space provided per unit, the parking will not be assigned by the Applicant, but will be professionally managed by the Applicant. The Applicant will post signs at prominent locations at the entrance to the MTA lot indicating "Parking for Depot Plaza Tenant and Customers Only, All Other Towed at the Owners Expense". The Applicant will be obligated to maintain the parking lot.

#### **Retail use.**

As indicated in the updated Parking Utilization Analysis provided by JMC, see Table P-2 attached, parking utilization during the week for the residential component ranges from 67% to 72% in the afternoon leading up to 4:00 PM (the 4:00 PM timeframe corresponds to when the 20 spaces time restricted by MTA become available for the Applicant's use). Translated to the Proposed Project this equates to approximately 29 to 34 spaces of the total 102 spaces available to the Applicant for residential use are available during the week for retail uses. After 4:00 PM the twenty spaces reserved for use by the MTA become available. The 20 MTA spaces are also available throughout the weekend to serve the retail use. In addition, there are other available municipal parking resources available to the public in the vicinity of the Station Area, including Lot B.

#### **Self-storage use.**

The proposed self-storage operation is limited to the hours of 9:00 AM to 5:00 PM. There is no on-site office as this use is tied to the Applicant's other existing facility in the Village. If a customer needs assistance with an issue they will use the office of the other facility. Proposed loading and unloading and parking for the self-storage use is provided at the south end of the existing building. Based on the initial JMC Report, a 40,000 s.f. storage facility would have an anticipated parking demand of two parking spaces. The Proposed Project, although significantly smaller with respect to the self-storage component includes a minimum of two spaces dedicated for self-storage use at the southern portion of the site. These spaces are not included in the 102 spaces on-site referenced above.

## **Conclusion**

Based on the research conducted by the Applicant as part of the development of other comparable TOD communities, and as part of the initial JMC Report preparation, further supplemented by additional documentation and an evaluation of parking management and several referenced studies and ITE data, the 102 parking spaces proposed to service the Proposed Project would appear to reasonably respond to the parking demands for the proposed mixed-use TOD project.

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COLLINS ENTERPRISES  
Old Greenwich, CT  
29 South Depot Plaza  
Tarrytown, NY

3/6/2020

Parking Ratio Matrix of TOD and In-Town Properties.

Project	Description	Date	# of Units	# Pkg Spaces	# Spaces per Unit	Actual Occupancy*	Notes	Units/Acre	FAR	Notes
DEPOT PLAZA TARRYTOWN, NY	NEW RESIDENTIAL RENTALS OVER SELF-STORAGE	2020	88	102	1.15		PROPOSED PROJECT	75	1.77	Excluding storage
1 Old Greenwich Gables Old Greenwich, CT	Mixed use residential & Office-TOD	1989	167	226	1.35		177 inside-49 outside, excluding office Collins property-0.06 mile to MNR	18.6	1.57	excludes structured parking & 42,000 sq office bldg
2 Winthrop House Greenwich, CT	Conversion of 1998 apt bldg to condo-in-town	1995	48	33	0.69		14 inside 19 outside Collins property-1.0 mile to MNR	70	2.52	
3 The Avalon Bronxville, NY	Apartments-TOD	1997	110	165	1.5		165 inside, excluding on street Collins property-0.05 mile to MNR	100	1.68	Excludes structured parking
4 Hudson Park Yonkers, NY	Mixed-use residential & retail/restaurants-TOD	2003, 2008 & 2019	773	805	1.04	0.92	805 in garages, excluding on street Collins property-0.01 mile to MNR	110	2.45	Excludes structured parking
5 The Avenue at Crestwood Tuckahoe, NY	Mixed-use apartments & retail-TOD	2015	47	61	1.30		excluding on-street parking 0.03 miles to MNR	66	1.16	
6 101 Wolfs Lane Pelham, NY	Mixed-use apartments & retail-TOD	Unbuilt	58	71	1.22		excluding on-street and adjacent village parking approved w BEI report in 2018-0.02 mile to MNR	87	2.93	
7 The Mariner Port Chester, NY	Apartments-in-town	2011	100	150	1.50	1.01	excluding on-street and adjacent village parking 0.20 miles to MNR	72	2.02	Excludes structured parking
8 The Castle Port Chester, NY	Apartments-TOD	2014	120	184	1.53	1.13	excluding on-street parking 0.15 miles to MNR	105	2.04	Excludes structured parking
9 The Windsor Port Chester, NY	Apartments-in-town	1996	108	131	1.21	0.93	excluding on-street parking 0.50 miles to MNR	56	1.41	
10 The Light House Port Chester, NY	Apartments-TOD	2016	50	46	0.92	0.80	excluding on-street parking 0.125 miles to MNR	79	2.01	
Totals & Average			1581	1872	1.18				1.979	AVERAGE W/O DEPOT PLAZA

\* actual occupancy means maximum occupancy as counted during day and night

**Table P-2****Parking Utilization Analysis**

Time	Occupied Spaces <sup>(1)</sup>	Projected Parking Demand for Proposed Apartments <sup>(2)</sup>	Projected Parking Demand for Proposed Retail <sup>(3)</sup>	Total Projected Occupied with Proposed Development <sup>(4)</sup>	Total Surplus with Proposed Development <sup>(4)</sup>
Supply	20	-	-	82 / 102	82 / 102
3:00 PM	2	71	4	77 / 94%	5 / 6%
3:30 PM	2	71	4	77 / 94%	5 / 6%
4:00 PM	2	76	4	82 / 80%	20 / 20%
4:30 PM	2	76	4	82 / 80%	20 / 20%
5:00 PM	1	86	4	91 / 89%	11 / 11%
5:30 PM	0	86	4	90 / 88%	12 / 12%
6:00 PM	0	91	4	95 / 93%	7 / 7%
6:30 PM	0	91	4	95 / 93%	7 / 7%
7:00 PM	0	98	4	102 / 100%	0 / 0%
7:30 PM	0	98	4	102 / 100%	0 / 0%
8:00 PM	0	99	3	102 / 100%	0 / 0%
8:30 PM	0	99	3	102 / 100%	0 / 0%
9:00 PM	0	100	2	102 / 100%	0 / 0%

**Notes:**

(1) Occupied parking spaces is based on parking counts conduct at the existing Tarrytown Self-Storage facility located at 63 Cortlandt Street, Tarrytown, NY on Wednesday, October 24, 2018 between 3:00 PM and 9:00 PM.

(2) The projected parking demand for proposed apartments is based on a parking requirement of 1.15 parking spaces per unit, as well as hourly factors published by the Urban Land Institute (ULI) for residential land uses.

(3) The projected parking demand for proposed retail is based on a parking requirement of 4 parking spaces per 1,000 square feet, as well as hourly factors published by the Urban Land Institute (ULI) for retail land uses.

(4) The parking supply for the proposed redevelopment is 82 parking spaces exclusively for the proposed redevelopment during all times. The Applicant has an agreement with MTA that an additional 20 parking spaces can be utilized by the redevelopment before 5:00 AM and after 4:00 PM on weekdays as well as during all times on weekends.



Site Planning  
Civil Engineering  
Landscape Architecture  
Land Surveying  
Transportation Engineering

Environmental Studies  
Entitlements  
Construction Services  
3D Visualization  
Laser Scanning

November 7, 2018

Chairman Stanley Friedlander  
Village of Tarrytown Planning Board  
One Depot Plaza  
Tarrytown, NY 10591

RE: JMC Project 18154  
Tarrytown Mixed Use  
29 Depot Plaza  
Village of Tarrytown, NY

### **Parking Analysis**

Dear Chairman Friedlander and Members of the Planning Board:

This analysis has been prepared to evaluate the parking provided for the proposed redevelopment at the above mentioned property to a mixed-use, transit oriented development. The subject property is located adjacent to the Tarrytown train station and east of the Metro North train tracks. The property currently contains a single story building with indoor sports fields. The property previously obtained approval from the Village of Tarrytown to convert the existing building into a two-level self-storage facility. There is an additional lot associated with the redevelopment which contains a single story building.

The current application proposes to repurpose the existing one story warehouse building into a two story self-storage facility, as previously approved, and add two residential apartment levels above. The redevelopment proposes a 40,000 square foot self-storage facility containing 354 storage units, as well as 46 apartment units. As part of the redevelopment, the existing building located on the additional lot mentioned above would be demolished and parking would be constructed in its place. The redevelopment proposes a total of 51 parking spaces with 32 parking spaces located adjacent the proposed building and 19 parking spaces located on the additional lot.

Based on the Village's Zoning Code (§305-63D), multifamily dwellings require 2.5 parking spaces per dwelling unit. For the self-storage facility, the Village's Code requires 1 parking space per employee, but not less than 1 parking space per 1,000 square feet of gross floor area. Based on the Village's parking requirements, the 46 proposed apartment units require 115 parking spaces and the self-storage facility requires 40 parking spaces which equates to a total parking requirement of 155 spaces required for the proposed redevelopment. See attached Table P-1 for a Parking Zoning Comparison. The redevelopment proposes 51 total parking spaces which results in a shortage of 104 required parking spaces based on the Village's Zoning Code. In order to provide a comprehensive parking analysis, we reviewed parking data from an existing self-storage facility in Tarrytown and parking requirements from other nearby municipalities for transit oriented developments.



②

In order to project the parking demand for the proposed self-storage facility, our office conducted traffic counts at the existing 52,000 square foot Tarrytown Self-Storage facility located at 160 Wildey Street on Wednesday, October 24, 2018 from 3:00 to 9:00 PM. The parking counts were broken down into half-hour intervals and are depicted in attached Table P-2. The existing Tarrytown Self-Storage facility contains 577 storage units. Based on our counts, the maximum observed parking demand was 2 parking spaces. This equates to a parking demand of 0.35 parking spaces per 100 storage units. Based on the Village's Zoning Code, the existing 52,000 square foot Tarrytown Self-Storage facility located at 160 Wildey Street requires 52 parking spaces which is well beyond the observed parking demand for the land use.

The proposed redevelopment is a mixed-use transit oriented development due to its close proximity and convenient access to the train station. Transit Oriented Developments (TOD's) tend to have reduced parking demand due to their close proximity to train stations or other means of transit. In addition, there are other factors to consider such as declining car ownership among Millennials as well and the increase in popularity of ride-sharing services such as Uber or Lyft. Many municipalities recognize the reduced parking demand in TOD's. For example, the Yonkers Zoning Code requires one parking spaces per apartment unit when the development is located within 1/4 mile of an active passenger train station. The White Plains Zoning Ordinance requires one parking space per dwelling unit for buildings over three stories within the Central Parking Area which is located in downtown White Plains and includes areas adjacent to the train station.

Utilizing these other municipalities' parking requirement for apartments in TOD's and the parking count conducted at the existing self-storage facility, we calculated the parking demand for the proposed redevelopment. The attached Table P-2 depicts the self-storage facility parking count data, as well as the projected apartment parking demand which results in the total parking demand for the proposed redevelopment. The apartment parking demand is based on a requirement of one parking space per dwelling unit and also incorporates hourly parking factors as published by the Urban Land Institute. During all hours studied, the parking supply exceeds the parking demand with the parking surplus ranging from 5 to 17 spaces. The projected maximum parking demand for the redevelopment is 46 parking spaces at 9:00 PM which provides a parking surplus of 5 parking spaces.

Based on the analysis above, it is the professional opinion of JMC that the 51 proposed parking spaces associated with the redevelopment can accommodate the anticipated parking demand for the proposed mixed-use transit oriented development.

Sincerely,

JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC



Richard J. Pearson, PE, PTOE  
Senior Associate Principal



Marc Petraro, PE, PTOE  
Senior Project Manager

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**Table P-1**

**Parking Zoning Comparison**

Land Use	Tarrytown Parking Requirement per Zoning Code	Anticipated Parking Demand	Parking Provided
40,000 S.F. Self-Storage	40 spaces (1 space/1,000 SF)	2 <sup>(1)</sup>	3
46 Residential Apartments	115 spaces (2.5 spaces/dwelling unit)	46 <sup>(2)</sup>	48
Total	155 spaces	48	51

Notes:

- (1) The projected parking demand for proposed self-storage is based on counts at existing Tarrytown Self-Storage facility on Wednesday, October 24th, 2018 from 3:00 PM to 9:00 PM.
- (2) The projected parking demand for proposed apartments is based on a parking requirement of 1 parking space per unit (per City of Yonkers and White Plains zoning requirement for TODs), as well as hourly factors published by the Urban Land Institute (ULI) for residential land uses.

**Table P-2**

**Parking Utilization Analysis**

Time	Occupied Spaces <sup>(1)</sup>	Projected Parking Demand for Proposed Apartments <sup>(2)</sup>	Total Projected Occupied with Proposed Development	Total Surplus with Proposed Development
Supply	20	-	51	51
3:00 PM	2	32	34 / 67%	17 / 33%
3:30 PM	2	32	34 / 67%	17 / 33%
4:00 PM	2	35	37 / 72%	15 / 28%
4:30 PM	2	35	37 / 72%	15 / 28%
5:00 PM	1	39	40 / 79%	11 / 21%
5:30 PM	0	39	39 / 77%	12 / 23%
6:00 PM	0	41	41 / 81%	10 / 19%
6:30 PM	0	41	41 / 81%	10 / 19%
7:00 PM	0	45	45 / 87%	6 / 13%
7:30 PM	0	45	45 / 87%	6 / 13%
8:00 PM	0	45	45 / 88%	6 / 12%
8:30 PM	0	45	45 / 88%	6 / 12%
9:00 PM	0	46	46 / 89%	5 / 11%

**Notes:**

(1) Occupied parking spaces is based on parking counts conduct at the existing Tarrytown Self-Storage facility located at 63 Cortlandt Street, Tarrytown, NY on Wednesday, October 24, 2018 between 3:00 PM and 9:00 PM.

(2) The projected parking demand for proposed apartments is based on a parking requirement of 1 parking space per unit (per City of Yonkers and White Plains zoning requirement for TODs), as well as hourly factors published by the Urban Land Institute (ULI) for residential land uses.



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COLINS ENTERPRISES  
Old Greenwich, CT

Depot Plaza  
Terrytown, NY

3/27/2020

Parking Ratio Matrix of TOD and In-Town Properties

Project	Description	Date	# of Units	# Pkg Spaces	# Spaces per Unit	Actual Occupancy <sup>1</sup>	Project parking configuration and location to MNR	Designated/unassigned parking	Units/Acre	FAR	On-street/municipal parking available	Notes
DEPOT PLAZA TERRYTOWN, NY	New residential over self-storage	2020	88	102	1.15		100 surface parking- 0.005 miles to MNR	Mix of designated and unassigned	75	1.59*	Metered parking 8AM-12AM Mon-Fri, municipal parking available	Rental, four story (3 residential over 1 self-storage)
1 Old Greenwich Gables Old Greenwich, CT	Mixed use residential & Office-TOD	1989	167	226	1.35		177 inside and 49 surface <sup>2</sup> , 0.06 mile to MNR	Designated parking	18.6	1.57 **	No on-street parking	Collins Property, Ownership (condominium), brownfields, 3-story
2 Windthrop House Greenwich, CT	Conversion of 1938 apt bldg. In-Town	1995	48	33	0.69		16 inside and 19 surface-1.0 mile to MNR	Designated parking	70	2.52	Metered on-street parking, municipal parking garage available	Collins Property, Ownership (condominium), six-story
3 The Avalon Bronxville, NY	Apartments-TOD	1997	110	165	1.5		165 inside-0.05 mile to MNR	Designated parking (fee)	100	1.68 ***	2-hour on-street parking 8AM-6PM; on-street metered parking, municipal parking available	Collins Property, Rental, four-story over covered parking
4 Hudson Park Yonkers, NY	Mixed-use residential & retail/restaurants-TOD	2003, 2008 & 2019	773	805	1.04	0.92	905 in garage <sup>3</sup> , -0.01 mile to MNR	Unassigned parking	110	2.45 ***	2-hour on-street parking, Mon-Sat, municipal parking garage	Collins Property, Rental, multi-story (4 to 23)
5 The Avenue at Crestwood Tuckahoe, NY	Mixed-use apartments & commercial (B,BQ,CA)-TOD	2015	47	61	1.30		20 inside and 41 surface (includes tandem spaces) <sup>3</sup> , 0.03 miles to MNR	mix of designated and unassigned parking	66	1.16	Metered on-street parking	Rental, three story over covered and surface parking
6 101 Wolfs Lane Pelham, NY	Mixed-use apartments & retail (B,200s,F)-TOD	Unbuilt	63	72	1.14		72 covered <sup>4</sup> , 0.20 miles to MNR		87	2.93	Metered on-street parking, municipal parking available	Rental, five-story over covered parking
7 The Mariner Port Chester, NY	Apartments-In-town	2011	300	150	1.50	1.01	76 inside and 74 surface, 0.20 miles to MNR	Designated parking	72	2.02 ***	Metered on-street parking 7AM-9PM Mon-Sat, 12-hour limit, municipal parking lot available	Rental, four-story over covered parking
8 The Castle Port Chester, NY	Apartments-TOD	2014	120	184	1.53	1.13	148 inside and 36 surface, 0.15 miles to MNR	Designated parking	105	2.04 ***	2-hour on-street parking 8AM-6PM Mon-Sat	Rental, five-story over covered and open parking
9 The Windsor Port Chester, NY	Apartments-In-town includes professional office space	1995	108	131	1.21	0.89	131 surface- 0.50 miles to MNR	Unassigned parking	56	1.41	No on-street parking	Ownership (cooperative), six story
10 The Light House Port Chester, NY	Apartments-TOD	2016	50	46	0.92	0.80	46 covered- 0.125 miles to MNR	Designated parking (fee)	79	2.01	Metered on-street parking 7AM-9PM Mon-Sat, 12 hour limit	Rental, four-story over covered parking
Totals & Average			1586	1872	1.16					1.979		AVERAGE W/O DEPOT PLAZA

# WHAT ARE THE BASICS™?

**Science shows that 80% of brain growth happens by the age of three!** Beginning from birth, young brains develop like little muscles, getting bigger and stronger the more you and your family interact with your child.

The Basics are five fun, simple, and powerful ways to help all our children aged 0-3 grow to be happy and smart.

**Do all of the Basics every day to help your child  
become the amazing person you know they can be.**

## Maximize Love, Manage Stress



Babies and toddlers thrive when their world feels loving, safe, and predictable. Respond with smiles, words, and touch to help them see, hear, and feel your love. You will help them develop a sense of security and self-control.

## Talk, Sing, and Point



Babies learn language from the moment they are born. Respond to their sounds, and later, their words. Connect with eye contact and a loving tone of voice, while pointing to help them know what you are talking about.

## Count, Group, and Compare



Every child's brain is wired for math. Talk about numbers, shapes, patterns, and comparisons as you go about your routines together. Watch your child learn to love math.

## Explore Through Movement and Play



Babies are like scientists who love making discoveries. Watch to see what interests your child, then encourage their curiosity and help them learn when they play and explore.

## Read and Discuss Stories



Reading turns kids into confident thinkers. Make books a regular part of your relationship from the very beginning. With infants, point at the pictures and speak with excitement. With toddlers, just make it fun.

## Who Is Involved?

Lots of people! Partners include hospitals, health centers, schools, community centers, childcare providers, churches, family members, and others.

## What If I'm Not a Parent?

You still care about children! Learn about the Basics. Encourage parents and caregivers to make sure their children experience all five with everyone who cares for them.

## How Can I Learn More?

Visit [www.thebasics.org](http://www.thebasics.org) or connect with us on social media for information on the campaign, opportunities in your community, tips, and videos.

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## VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

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To: Village Administrator Slingerland

From: Carol A. Booth, Village Clerk *CB*

Subject: Volunteer Ambulance Corp Service Award (Pension) Program

Date: March 11, 2020

ACKNOWLEDGEMENT OF RECEIPT OF THE 2019 TARRYTOWN VOLUNTEER  
AMBULANCE CORPS SERVICE AWARD (PENSION) PROGRAM ANNUAL  
REPORT REGARDING QUALIFYING POINTS RECEIVED

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby acknowledge receipt of the Tarrytown Volunteer Ambulance Corps 2019 annual report of points achieved by respective members of the Ambulance Corps for qualification for Village contribution to the Ambulance Corps members service award program, which report shall be posted for public inspection and comment for 30 days prior to Board of Trustees' consideration of approving submission of the report to the pension fund underwriter, subject to final sign-off by the Mayor.

2019 AMBULANCE COMPANY SERVICE CERTIFICATION FORM  
SERVICE AWARD PROGRAM

4

Village of Tarrytown  
Tarrytown Volunteer Ambulance Corp.

RECEIVED

MAR 11 2020

TARRYTOWN VILLAGE CLERK


**DEADLINE:** MARCH 31, 2020

**INSTRUCTIONS**

New York State General Municipal Law requires that the list of members of the Ambulance Company indicating those who earned a year of Service Credit during 2019, those who did not earn a year of Service Credit in 2019, those who were granted Prior Service Credit (years of Service Credit earned prior to the program's effective date) in 2019, and those who waived participation must be certified under oath by the President, Secretary and Chief (or comparable officers). Once complete, the entire 2019 Data Request Package should be sent to the Village of Tarrytown for approval.

**CERTIFICATION**

We certify under oath that the attached list includes all Active Members of the Ambulance Company during the 2019 calendar year and indicates the points earned by each volunteer in accordance with the Service Award Program Point System which will be used to determine who will be credited with a year of service. We further certify that any prior service credit reported on the listing was earned during 2019 in accordance with the provisions of the Service Award Program.

  
Ambulance Company President

3/1/2020  
Date

  
Ambulance Company Secretary

2/24/20  
Date

  
Ambulance Company Chief

2/25/2020  
Date



George Latimer, County Executive

Dr. DaMia Harris-Madden, Executive Director  
Youth Bureau

March 10, 2020

Richard Slingerland  
Village Administrator  
1 Depot Plaza  
Tarrytown, New York 10591

Dear Administrator Slingerland,

We are pleased to inform you that County Executive George Latimer and the Board of Legislators have agreed to support service contracts with previously funded community based organizations and Municipal youth agencies. Your agency has been selected to continue to receive Miscellaneous funding in 2020 with a three percent increase for the program and amount stated below:

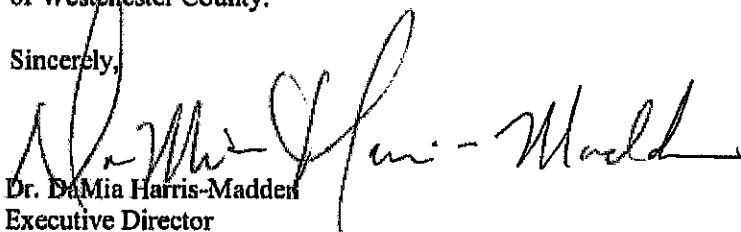
<u>Contract Agency</u>	<u>Program Name</u>	<u>Funding Year</u>	<u>Funding</u>	<u>Contract Amount</u>
Village of Tarrytown	Tarrytown/Sleepy Hollow Summer Camp	2020	MISC/BOL	\$36,771

The Westchester County Youth Bureau anticipates this service agreement from July 1, 2020 through August 9, 2020 based upon the continuance of contract compliance, appropriation of funds to the Youth Bureau, vote and approval of an Act by the Board of Legislators, and execution of an Inter Municipal Agreement. It is our expectation that your agency continue to deliver the program as designed and adhere to all reporting and monitoring requirements. In preparation for the contract process, your agency is strongly encouraged to register with the County's Vendor Portal. The link to access the Vendor Portal is <http://business.westchestergov.com/vendor-portal>

Please be aware that the Agreement that your organization is required to enter into with Westchester County shall contain a provision that the County shall retain the right, upon the occurrence of any release by the Governor of a proposed budget of the State of New York and/or the adoption of the State budget or any amendments thereto, and after the County has a reasonable period of time to conduct an analysis of the impacts of such budget(s) on County finances, to terminate the Agreements authorized herein or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the contract agencies, then the contract agencies shall have the right to terminate their respective Agreements upon reasonable prior written notice.

This service agreement is made possible because we recognize the valuable and important work that your agency provides for children, youth, and families. My best wishes for continued success in your efforts to serve the youth of Westchester County.

Sincerely,

  
Dr. DaMia Harris-Madden  
Executive Director

RECEIVED

MAR 16 2020

TARRYTOWN VILLAGE ADMINISTRATOR

George Latimer  
County Executive

Department of Emergency Services

John M. Cullen  
Commissioner

February 27, 2020

Mayor Drew Fixell  
Village of Tarrytown  
One Depot Plaza  
Tarrytown, NY 10591

Dear Mayor Fixell:

Westchester County has commenced the construction of a multimillion dollar radio replacement project in an effort to enhance the emergency services communications systems used by the fire, EMS, Public Safety Answering Points (PSAPs) and Hospitals in the county. This system is used daily for primary emergency radio communications to coordinate emergency responses and to support the coordination of the heavily used fire and EMS mutual aid system. New system enhancements include improved system coverage, including on-street portable radio coverage, upgraded system reliability, redundancy and interoperability.

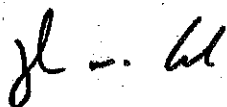
One component of the system upgrade will be the replacement of the current outdated trunked radio equipment the County provided in the past for first line emergency response apparatus. In an effort to move forward with this project, the County must enter into an Inter-Municipal Agreement (IMA) with municipalities to provide and install the new subscriber radios and equipment to the facilities and identified apparatus. The new radio equipment, including installation, is being provided by the County at no cost to the agency or municipality.

Included with this letter is a copy of the IMA that must be completed and returned to the County for execution. Upon execution of the agreement, we will work with the appropriate fire, EMS and Law Enforcement agency(s) in your jurisdiction to arrange for the installation of this life safety equipment. A list of the equipment being provided to the agency(s) is included in Appendix "A". Although we may not be able to provide radio equipment to every piece of apparatus, we plan on providing subscriber equipment to first line apparatus as we have in the past.

The County will be communicating with the local emergency services providers so they are aware of the required agreements. If you have any questions or concerns, please reach out to the Communications Division Chief, Michael Volk. He can be reached at (914) 231-1684 or by email at [mkv1@westchestergov.com](mailto:mkv1@westchestergov.com)

Thank you in advance for your efforts in assisting with moving this important and exciting project to fruition.

Sincerely,



John M. Cullen  
Commissioner

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**THIS LICENSE AGREEMENT** (the "License Agreement"), made the \_\_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date) by and between:

**THE COUNTY OF WESTCHESTER**, by and through its Department of Emergency Services or Department of Public Safety, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereinafter referred to as the "County",)

and

**Village of Tarrytown**, a municipal corporation of the State of New York, having an office and place of business at \_\_\_\_\_

(hereinafter referred to as the "Municipality").

(The "County" and "Municipality" are referred to collectively as the "Parties".)

**WITNESSETH:**

**WHEREAS**, the County wishes to supply emergency communications equipment, including control stations, mobiles and portable radio communications hardware, installations and supplies to public safety-first responders from fire, emergency medical services and law enforcement agencies within Westchester County to support emergency communications and maintain a safe and reliable means to communicate while serving the residents, workforce and visitors in Westchester County (the "Program"); and

**WHEREAS**, the County will purchase the emergency communications equipment using various funding sources and distribute such equipment to local municipalities, Fire Districts and hospitals for use on primary first line emergency response equipment (fire and emergency medical services), authorized law enforcement dispatch locations and hospital facilities; and

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**WHEREAS**, the Municipality will use the emergency communications equipment to communicate on County radio communications systems (the "County Systems") to provide public safety first response to fire and medical emergencies and for law enforcement agency matters on a 24/7 basis to the public; and

**WHEREAS**, the County desires to enter into this license agreement with the Municipality for the distribution and operation of the aforesaid equipment.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the Parties agree as follows:

**ARTICLE I**  
**GENERAL PROVISIONS**

**1. GENERAL TERMS:**

The County, acting through the Westchester County Commissioner of Emergency Services or his designee for fire and EMS equipment and the Westchester County Commissioner of Public Safety or his designee for law enforcement equipment, (the "Commissioner"), shall furnish the Municipality with emergency communications equipment, including control stations, mobiles and portable radio communications hardware, supplies, power supplies, cabling, antennas, microphones and accessories as described in Schedule "A" (the "Equipment"), as well as the installation of the Equipment in fixed and/or mobile equipment according to the terms set forth in this License Agreement.

Schedule "A" is also referred herein to as the "Equipment List."

The County or its vendor shall distribute and install the Equipment for the Municipality. The County or its vendor shall schedule with the Municipality the installation of the Equipment. The Parties agree that upon delivery and installation of the Equipment the Municipality or its Third Party Authorized User shall sign for and acknowledge receipt of the Equipment by executing a written receipt for same, which shall be on a form prepared by the

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County and include the recipient, quantity, make, model and serial number of each item of Equipment. The Parties further agree that Schedule "A" shall be updated to reflect the information in the receipt, and that the updated Schedule "A" shall be deemed a part of this License Agreement.

The Equipment delivery hereunder shall be provided in accordance with the County's customary standards and practices.

The Municipality agrees to provide the County with reasonable access to all necessary equipment and information for the County's installation of the Equipment and technical support services.

The Municipality acknowledges and understands that the Equipment to be distributed pursuant to this License Agreement is intended to enhance the ability of first responders to safely and reliably communicate with the County and other emergency response resources, including fire services, Public Safety Answering Points (PSAPs), emergency medical services, public health services, law enforcement agencies and hospitals through the County Systems.

The Municipality acknowledges that the distribution of Equipment is subject to the availability of funding. It shall be within the County's sole and complete discretion as to how much and what type of equipment to distribute to the Municipality. In addition, while it is not currently anticipated that replacement equipment or additional equipment and supplies will be distributed under the Program, the County reserves the right to expand the Equipment in the event that additional funding resources become available. In the event such additional funding resources become available and the County chooses to purchase additional equipment for distribution to the Municipality, the County will send an amended Schedule "A" (the "Amended Equipment List") to the Municipality, which shall identify the additional equipment to be distributed to the Municipality. While the Municipality is under no obligation to accept such additional equipment, the Municipality, within ten (10) days of its receipt of an Amended Equipment List, shall notify the Commissioner in writing whether or not it desires to accept the additional equipment. If the Municipality accepts such additional equipment, delivery,

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installation and use of such additional equipment shall be in accordance with the terms of this License Agreement, and Schedule "A" shall be deemed amended to include the Amendment Equipment List.

Once installed by the County, the Municipality shall not uninstall, change or reassign the location or unit assignment of the Equipment without obtaining the prior written consent of the County.

The County will provide initial radio programming and installation services for the Equipment at no charge. Should the Municipality or its Authorized Third Party User wish to purchase additional equipment or system accessories, it shall be responsible for purchasing, repairing, programming and maintaining such equipment. Any new or additional radio programming shall be done by a County authorized communications vendor at the expense of the Municipality and only upon receiving written approval for any new or replacement equipment from the County. The County shall maintain control over the County System, and will establish mandatory user guidelines and operating procedures for all County System users. The Municipality and/or Authorized Third Party User agree to abide by the County's user guidelines and operating procedures for all County System users.

**2. AUTHORIZED USE OF EQUIPMENT:** The Municipality agrees that the Equipment shall be used for emergency response situations, such as responding to a fire, medical or other emergency, or law enforcement matters, or to fulfill mutual aid requests in accordance with applicable law. The Equipment shall be used in accordance with the written guidelines for use developed by the County, a copy of which will be supplied to the Municipality upon request.

**3. MUNICIPALITY'S RESPONSIBILITIES AND EQUIPMENT TRANSFER CONDITIONS:**

(a) The Municipality agrees and shall ensure that only qualified persons with appropriate training will utilize the Equipment when the Equipment is used by the Municipality. The Municipality shall verify that such persons have fulfilled their initial and on-going training

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requirements in accordance with all federal, State, and/or County programmatic requirements, as well as all applicable laws, rules and regulations, including but not limited to, those promulgated by the Federal Communications Commission (FCC).

(b) The Municipality shall maintain custody and control of the Equipment and shall not transfer custody and control of the Equipment, except in the case of a transfer to an Authorized Third Party User as provided for herein.

(c) The Municipality shall, at its sole cost and expense, maintain the Equipment in good working order and repair or replace the Equipment if damaged following the Equipment warranty period, if any.

(d) The County shall have the right to designate Equipment for the Municipality's ambulance/EMS service provider or volunteer fire corp. pursuant to the terms of this License Agreement ("Authorized Third Party User"). In such a case, the Municipality shall enter into a written ambulance/EMS service contract or volunteer fire corp. service contract with the Authorized Third Party User for the transfer custody and control (not ownership) of such designated Equipment from the Municipality to the Authorized Third Party User, and the contract shall specifically incorporate by reference this License Agreement and shall make all of the terms, conditions, limitation and requirements of this License Agreement binding upon the Authorized Third Party User as a direct obligation of such Authorized Third Party User to the Municipality and the County. If for any reason the Authorized Third Party User fails, refuses or stops providing emergency first responder services for the Municipality, the Municipality shall repossess the Equipment and either return it to the County or redistribute it with the County's written permission pursuant to the terms of this License Agreement.

(e) The Municipality understands and acknowledges that the County has the right to reissue, remotely disable or retake possession and use of the Equipment. In the event the County notifies the Municipality of such a reissuance, the Municipality will promptly return possession of the Equipment to the County as directed by the Commissioner. The Municipality agrees to

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relinquish any claim in law or equity it may have concerning the Equipment in the event of Equipment redeployment or reissuance.

4. **TERM:** The term of this License Agreement shall commence on the Effective Date and continue in full force and effect to the end of the useful life of the Equipment and through the proper disposal of the Equipment, unless the License Agreement shall have been terminated earlier in accordance with paragraph 6.

Nothing in this paragraph shall limit the Municipalities responsibilities under paragraph 3(c), and the phrase "end of the useful life" used above shall not include damage to the Equipment for which the Municipality has the responsibility to repair the Equipment pursuant to paragraph 3(c).

5. **AUDIT:** The Municipality agrees to utilize the Equipment only for the purposes and activities set forth in this License Agreement and shall keep an accurate accounting of all Equipment received pursuant to this License Agreement and the purpose for which the Equipment has been used by the Municipality. The Municipality will allow the County to conduct periodic visits for the purposes of inspection, inventory of the Equipment and auditing the records required hereunder. The Municipality shall establish and maintain complete and accurate written records, documents, reports, and accounts for the Equipment. The Municipality shall provide the County with an annual report (by January 31<sup>st</sup> of each year) in the form attached hereto as Schedule "B" or such other format and interval that may be required by the County. These records must be kept for the balance of the calendar year in which they were made.

6. **TERMINATION:** (a) The County on thirty (30) days notice to the Municipality may terminate this License Agreement in whole or in part when it deems it to be in its best interest.

(b) In the event the Municipality defaults in the performance of any term, condition or covenant herein contained, the County at its option and in addition to any other remedy it may



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have to seek damages, judicial enforcement or other lawful remedy, may terminate this License Agreement upon forty eight (48) hours written notice to the Municipality.

(c) Upon termination, all right of the Municipality to the use of the Equipment shall absolutely cease and terminate as though this License Agreement had never been made, but the Municipality shall remain liable to the extent hereinafter provided; and thereupon the County may, by its agents, enter upon the premises where any of the Equipment may be and take possession of all or any such Equipment and thenceforth hold, possess and enjoy the same free from any right of the Municipality or its successors or assigns, to use the Equipment for any purposes whatsoever; but the County shall, nevertheless, have the right to recover from the Municipality any damages and expenses in addition thereto, including reasonable attorneys' fees, which the County shall have sustained by reason of the breach of any covenant of this License Agreement. The County shall take immediate possession of the Equipment issued hereunder wherever found, with or without process of law, and the County shall not be responsible for any damage which Municipality sustains by virtue of said act.

7. **ASSIGNMENT:** The Municipality shall not assign, sublet or transfer or otherwise dispose of its interest in this License Agreement or the Equipment without the prior written consent of the County. Any purported delegation of duties, assignment of rights or subletting of this License Agreement without the prior written consent of the County is void.

8. **COMPLIANCE WITH LAW:** The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations and Executive Orders.

9. **ACTS OF GOD:** Neither the County nor the Municipality shall be liable to the other or deemed to be in default for any delay or failure to perform under this License Agreement resulting from acts of God, civil or military insurrection, explosions, floods, riots, earthquakes, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any other causes, but in every case the delays must be beyond the control and without the fault of the County, the Municipality or their respective contractors.

**10. INDEMNIFICATION:** The Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality, its police officers and firemen, or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

**11. WBE/MBE:** Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule "C" is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Municipality agrees to complete the questionnaire attached hereto as Schedule "C", as part of this Agreement.

**12. ANTI-DISCRIMINATION:** The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed,

religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

13. **WAIVER:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

14. **VETERANS:** The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, the Municipality agrees to complete the questionnaire entitled Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans attached hereto as Schedule "D", as part of this License Agreement.

15. **SEVERABILITY:** If any term or provision of this License Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this License Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the Parties prior to the determination of such invalidity or unenforceability.

16. **HEADINGS:** The headings in this License Agreement shall be for references purposes only.

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17. **NOTICES**: All notices of any nature referred to in this License Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner  
Department of Emergency Services  
4 Dana Road  
Valhalla, New York 10595

With a copy to:

County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To the Municipality:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. **ENTIRE AGREEMENT**: This License Agreement and its attachments constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

19. **ENFORCEMENT**: This License Agreement shall be construed and enforced in accordance with the laws of the State of New York. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

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20. **COUNTERPARTS:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

21. **INDEPENDENT CONTRACTOR:** The Municipality is an independent contractor and shall not make any claim, demand or application to or for any right based upon any different status.

**ARTICLE II**  
**EQUIPMENT PURCHASED WITH BIT 32 COUNTY BOND FUNDS**

22. **BIT32 EQUIPMENT:** (a) This Article II shall apply to Equipment paid for by the County with County bond funds authorized pursuant to County Bond Act Nos. 2018-108, 2018-109, 2018-110, 2018-111, 2018-112, 2018-113, 2018-114, 2019-115, 2019-146, 2019-147 and 2019-148. Such Equipment for purposes of this Article II shall be referred to as the "BIT32 Equipment". In addition to the provisions in Article I, the Parties agree that the provisions in this Article II shall apply to the BIT32 Equipment.

(b) The Parties acknowledge that the County entered into an agreement, dated December 27, 2018, with Motorola Solutions, Inc. ("Agreement IT- 1559") through which the County purchased the BIT32 Equipment. For purposes of this Article II, the terms and conditions of Agreement IT-1559 and any amendment or extensions with respect to the BIT32 Equipment are hereby made a part hereof and incorporated herein by reference. The Municipality agrees to comply with all terms, conditions and provisions in Agreement IT-1559 applicable to the BIT32 Equipment.

23. **AUTHORIZED USER:** The Municipality acknowledges and understands that through this License Agreement it and any Authorized Third Party User is an Authorized User (as the term Authorized User is defined in Agreement IT-1559) of the BIT32 Equipment. The Municipality agrees to use the BIT32 Equipment in a manner that does not violate the terms of Agreement IT-1559.

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**24. OWNERSHIP OF EQUIPMENT:** Title and risk of loss of the BIT32

Equipment shall pass to the Municipality upon delivery. The Municipality agrees that it will not sell or otherwise transfer custody and control of the BIT32 Equipment, except to an Authorized Third Party User as provided for in Article I above.

**25. USE OF SOFTWARE:** (a) The Municipality may use the Software (as defined in Agreement IT-1559) for BIT32 Equipment only for the Municipality's internal business purposes and only in accordance with the Documentation (as defined in Agreement IT-1559). Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Municipality will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

(b) Municipality will take reasonable efforts to ensure it and any third party under the Municipality's direction or control will not (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) intentionally remove, or in any way alter or obscure, any copyright notice or other notice of Motorola Solution Inc.'s proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by Agreement IT-1559; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software.

(c) Unless authorized by the County in writing, the Municipality will take reasonable effort to ensure it, and any third party under its direction or control will not (i) install licensed

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copies of the Software installed in one unit of a Designated Product (as defined in Agreement IT-1559) into a device for which the Software was not authorized for use.

**ARTICLE III**  
**EQUIPMENT PURCHASED WITH STATE GRANT CONTRACT FUNDS**

**26. STATE GRANT EQUIPMENT:** (a) This Article III shall apply to Equipment paid for by the County with funds provided by the County pursuant to a grant contract with the New York State Division of Homeland Security ("State Agency") and the County Department of Emergency Services, dated November 8, 2018, and any renewals, amendments or extensions thereof (the "State Grant Contract"). Such Equipment for purposes of this this Article II shall be referred to as the "State Grant Equipment". In addition to the provisions in Article I, the Parties agree that the provisions in this Article III shall apply with regard to the State Grant Equipment.

(b) The terms and conditions of the State Grant Contract and any amendment or extensions are hereby made a part hereof and incorporated herein by reference. The Municipality agrees to comply with all terms, conditions and provisions in the State Grant Contract. The Municipality shall be held accountable for all terms and conditions set for in the State Grant Contract in its entirety. The Municipality shall not use the State Grant Equipment for any activity other than those provided for under the State Grant Contract, except with the State Agency's prior written permission.

**27. OWNERSHIP OF STATE GRANT EQUIPMENT:** The Municipality agrees that title to the State Grant Equipment shall be governed by the terms of the State Grant Contract. The Municipality will not sell or otherwise transfer the State Grant Equipment, except the Municipality will transfer custody and control of the State Grant Equipment to Authorized Third Party Users as provided for in Article I. The Municipality agrees that the State Agency retains ultimate control over and ownership of the State Grant Equipment pursuant to the terms of the State Grant Contract. The Municipality may dispose of the State Grant Equipment only pursuant to the terms in the State Grant Contract.

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**28. CERTIFICATION REGARDING LOBBYING:** The Municipality hereby agrees to complete the Certification Regarding Lobbying attached hereto as Schedule "E" and which is made a part hereof.

**29. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:** The Municipality hereby agrees to complete the Debarment and Suspension Certificate attached hereto as Schedule "F" and which is made a part hereof.

**30. CERTIFIED ASSURANCES FOR FEDERALLY SUPPORTED PROJECTS:** The Municipality agrees to the terms and provisions set forth in Schedule "G", Division of Homeland Security and Emergency Services Grant Assurances and Certifications for Federally Funded Grants.

**31. REPORTING:** The Municipality shall submit to the County all documentation, information or forms that the County needs in order to comply with the reporting requirements under the State Grant Contract. The Municipality shall complete all form required by the State Agency under the State Grant Contract.

**32. NON-DISCRIMINATION REQUIREMENT:** The Municipality will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. The Municipality shall not by reason of race, creed, color disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this License Agreement.

**33. EQUAL EMPLOYMENT OPPORTUNITY (EEO).**



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(a) The Municipality shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment without discrimination because of race creed, color, national origin, sex, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of completion. If the Municipality does not have an existing EEO policy. Section 3(b)(iv) of the State Grant Contract may be use to develop one.

(b) The Municipality will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status , will undertake or continue existing EEO programs to ensure that minority group members and women are afforded and equal employment opportunities without discrimination and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in the work force in connection with this License Agreement.

(c) The Municipality shall state in all solicitations or advertisements for employees that, in the performance of this License Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Municipality shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national original, sex, age, disability or marital status that such union or representative will affirmatively cooperate in the implementation of the County's obligations herein in connection with this License Agreement.

(e) The Municipality shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional nondiscrimination provisions. The Municipality shall not discriminate against any employee or applicant for employment because of race, creed (religions), color, sex, national origin, sexual orientation, military status, age,

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disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(f) The Municipality will take all necessary affirmative steps to assure that minority forms, women's business enterprises, and labor surplus are firms are used when possible.

**34. AUDIT:** The Municipality will allow the State Agency to conduct periodic visits for the purposes of inspection, inventory of the Equipment and auditing the records required hereunder. The Municipality shall provide or complete any other reports necessary for the County to report to the State Agency or federal government with regard to the State Grant Equipment. This License Agreement may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulation, and guidelines applicable to the Contract. The Municipality shall meet all audit requirements of the federal government and State of New York.

**IN WITNESS WHEREOF,** The County of Westchester and the Municipality have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
John M. Cullen  
Commissioner of Emergency Services

**MUNICIPALITY**

By: \_\_\_\_\_  
(Name and Title)

Authorized by the Westchester County Board of Acquisition and Contract on the \_\_\_\_\_ day of \_\_\_\_\_

Authorized by the Municipality on \_\_\_\_\_

Approved as to form and  
manner of execution:

\_\_\_\_\_  
Sr. Assistant County Attorney  
The County of Westchester  
K.noel/dit/license agreement with agencies/final

⑦

Discussion on payments, related to the economic impacts of COVID-19/coronavirus

Water payments

Permit payments

Other payments

**2020-2021 Operating Plan and Agreement  
for the Farmers Market (RVG) and the Village of Tarrytown**

The Village of Tarrytown ("Village") agrees to allow Rivertowns Village Green Inc. ("RVG"), a non-profit, 501(c)3 organization, to exclusively operate a farmers market ("Market") on the location identified below according to the operating plan set forth in this document.

Farmers markets serve important roles in their communities, including providing access to locally grown, healthy foods, educating the community on the benefits of healthy diets, providing a space for neighbors to meet to exchange ideas and news, providing a source of family-friendly entertainment, and stimulating local and regional economies. RVG was formed in recognition of these important roles and with the understanding that a farmers market best serves its community when it is operated by community members, in the best interests of the community, and with input from the community's various stakeholders.

The success of the Market will rely on ongoing collaboration among RVG, the residents and businesses of Tarrytown and Sleepy Hollow, and the Village administration. The roles and responsibilities of RVG and the Village are outlined below:

**I. General Conditions**

- A. Regular Operating Season:** Memorial Day weekend through the weekend before Thanksgiving.
- B. Special Events:** May include December 2020 and 2021 Village Tree Lighting and other events as may be agreed upon between the Village and RVG. Requests for additional events must be approved at least two (2) weeks prior to date of event.
- C. Days & hours:** Saturdays, 6:30 am - 4:30 pm inclusive of set-up and break down time. Market operates from 8:30 a.m.-2 p.m.
- D. Market location:** Patriots Park, Route 9, Tarrytown, NY
- E. Traffic Control:** During Market operating hours, entrances to Market site will be blocked off to vehicles, with the exception of vendor and RVG vehicles.
- F. Term:** January 1, 2020 through December 31, 2021.

**II. Rivertowns Village Green Responsibilities**

- A. Vendor selection and recruiting:** RVG will endeavor to provide a mix of Market vendors reflective of the needs and interests of the community and according to its selection policies.
- B. Market management & administration:** RVG will operate the Market

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according to its general policies and rules, said policies and rules to be shared with the Village. RVG will engage a market manager to be its agent at the Market site during operating hours to ensure vendor compliance with general policies and rules. RVG will encourage the participation of community merchants and organizations where applicable.

- C. Vending fees:** RVG, at its sole discretion, will establish a schedule of fees for market vendors and other participants. These fees will be retained by RVG and applied toward the operation and development of the Market.
- D. Insurance:** RVG will maintain a general business liability insurance policy naming the Village of Tarrytown as an additional insured. The policy limits will be \$1,000,000 per incident, \$2,000,000 aggregate and will be in effect for the market season. RVG will confirm that Market vendors maintain general and product liability insurance policies naming RVG and the Village as additional insured.
- E. Rules governing processing and sale of food and agricultural products:** Market vendors will be responsible for securing any licenses or permits required by county, state or federal laws and for complying with all health and safety regulations governing their products.
- F. Promotion & advertising:** Prior to the market season, RVG will prepare a promotional plan that incorporates the variety of media, signage and strategies that it determines are appropriate to increase market attendance. RVG will be responsible for designing all printed materials, advertisements, banners and signs promoting the Market. All materials will be developed in accordance with RVG branding.
- G. Activities & Events:** RVG will develop a range of programming, including entertainment and educational offerings, to be presented at the Market.
- H. Clean-up:** At the end of each market day, vendors will leave their areas broom clean and remove their own rubbish. The Market Manager will make sure the entire site is left in the same condition as it was prior to the Market operation on that day.

### III. Village of Tarrytown Responsibilities

- A. Site conditions & maintenance:** The Village will retain all responsibility for maintaining the generally safe conditions of the Market site, including but not limited to patching broken pavement, maintaining turf, and addressing other hazards that could cause injury to Market visitors and vendors. The Village will make best efforts to repair any conditions identified by RVG and, where appropriate, install barricades. The Village will contract for two (2) portable bathrooms on the site, separate hand washing station(s) and will ensure the cleanliness of the facilities for market day. The Village will take into consideration the operation of the

Farmers Market in any future development plans for Patriots Park, and aim to have any major work completed before Memorial Day, the start of Market season, but shall not be restricted in the decision making due to the operation of the Farmers Market. If at all possible, the Village will avoid maintenance in the park during the market operating hours.

The Village will provide garbage cans and recycling cans every 60 feet around the oval, or at least 5 of each around the southern half of the oval for use by Market visitors. The Village will empty trash receptacles after the Market closes. The village will also add up to three (3) food composting bins and will pick them up at the end of the market. RVG and the Village shall meet at the site for the first and/or second date of the Market, at an appropriate time to assess whether there are sufficient trash, composting and recycling receptacles to maintain the site in a clean and debris free condition.

The Village will ensure park road and pathways are cleared of snow in time for Market hours, if possible.

The Village will provide an 8x12 storage shed for RVG use within the park.

- B. **Traffic control:** Village will provide adequate and effective temporary barricades to prevent motor vehicle access to the Market site and separate the Market site from nearby traffic.
- C. **Signage:** Village will permit signage to be placed at the two locations on Route 9 where signage is permitted (known as the "jughandle" and the McKeel parking lot bulletin board), provided no other entity has requested and been granted permission to use the said location. It is fully understood that the Village cannot commit the two locations strictly for Market purposes. The signage for the specific location shall be produced, installed and removed by RVG. The Village will permit lawn type signs to be placed along streets and roadways to direct customers to the Market. The signs may be placed along the streets and roadways the morning of the Market and shall be removed after the Market has ended on that particular day. The signs shall be erected and removed by RVG. Village will erect at least four vertical banners along poles near the Market site at no cost to RVG. Banners to be provided by RVG and the graphic shall require prior approval of the Village Administrator.

The Village will permit two Market Day A-frame signs to be erected on Main Street sidewalks.

- D. **Promotion:** The Village will include information about the Market in various publications, websites, and event listings that it maintains as an

information service for its residents and constituents.

The Village will permit RVG to hang posters on community bulletin boards and distribute brochures as appropriate in Village-owned buildings.

**IV. Amendments** Any amendments to this Operating Plan shall be executed in writing signed by both RVG and Village.

For Rivertowns Village Green Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

For the Village of Tarrytown

\_\_\_\_\_

Richard Slingerland

Title: Village Administrator Date: \_\_\_\_\_



Fuel  
Final Draft 9  
A.

**AGREEMENT** made as of the \_\_\_\_\_ day of March, 2020 by and between the **VILLAGE OF TARRYTOWN**, a municipal corporation of the State of New York, and **THE UNION FREE SCHOOL DISTRICT OF THE TARRYTOWNS**, a public school district duly organized under the Education law of the State of New York.

**W I T N E S S E T H:**

**WHEREAS**, the Village of Tarrytown ("Village") and the Union Free School District of the Tarrytowns ("School") presently have a shared purchasing arrangement for fuel for the buses and vehicles used by the School, and

**WHEREAS**, this Agreement shall memorialize the understanding of the Village and the School regarding this arrangement;

**NOW, THEREFORE**, the parties agree as follows:

1. The Village shall allow the School to obtain gasoline and/or diesel fuel for School purposes only, at the rates charged to the Village off of New York State supply contract, or other valid means through which the Village purchases fuel, plus an administrative fee based on time spent by the Department of Public Works and other Village staff on administrative efforts including maintaining a log of the fuel consumption of the School's buses and vehicles, and invoicing the School for gasoline and/or diesel consumption for School purposes. Currently, the administrative fee is \$184 per invoice.

2. Invoicing and Payments: The Village shall provide the School, on a monthly basis, with an invoice setting forth the dates, quantity and type of fuel dispensed per vehicle. Invoices for fuel that are received by the School after the execution of this Agreement by both parties shall be paid

9A.

by the School within thirty (30) days of the receipt of the invoice. The School shall give the Village notice of any invoice dispute within thirty (30) days of its receipt of the invoice, in which case the Village will promptly investigate the matter and, if necessary, allow the School to audit the Village's records in an effort to resolve the dispute. The parties shall make a good-faith effort to promptly resolve any invoice in a reasonable manner. Following execution of this Agreement by both parties, the School shall pay any invoices for fuel that are already in the School's possession within fifteen (15) days of the full execution of this Agreement by both parties. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of the School's rights or prevent the School from availing itself of any remedy or course of action it has at law or in equity at a later date.

3. Fuel Rates: The Village shall bill the School for the gasoline and/or diesel consumption of the buses and vehicles of the School at the rates at which the fuel is purchased, as per state bid, or as otherwise procured, at the time of purchase by the Village.

4. Administrative Fee: The School shall pay an administrative fee based on average time spent by the Department of Public Works and other Village staff on administrative efforts including maintaining a log of the use, and invoicing the schools for gasoline and/or diesel consumption for school purposes, as well as licensing and permitting of the fuel facility. For the term of this Agreement, the administrative fee is calculated based on an hourly rate of forty six dollars (\$46.00) per hour and an average time period of four (4) hours spent on administrative efforts during the period covered by each invoice, which translates into an administrative fee of one hundred and eighty four dollars (\$184.00) per invoice for the term of this Agreement.

5. Indemnification: The School agrees to indemnify, defend and hold the Village, its employees, officers, agents and officials, harmless with respect to any notices, claims, liabilities,

suits, proceedings, actions or damages arising out of this Agreement, including but not limited to the unauthorized taking or using of fuel, except to the extent such notices, claims, liabilities, suits, proceedings, actions or damages are caused by the gross negligence or willful misconduct of the Village, its employees, officers, agents and/or officials.

6. Term: The term of this Agreement shall be five (5) years, commencing June 1, 2019 and terminating on May 31, 2024.

7. Termination: This Agreement may be terminated upon thirty (30) days prior notice in writing by either party, in which case the School will be responsible for paying for any fuel obtained pursuant to this Agreement prior to the date of termination, if applicable. The fuel obtained pursuant to this Agreement prior to the date of termination, if any, will be paid for by the School within thirty (30) days of the receipt of the invoice for such fuel.

8. Effective Date: Once fully executed (signed by both parties), this Agreement shall have a retroactive effective date of June 1, 2019, which effective date shall commence the above-defined term of this Agreement.

9. Notices: Any and all notices or demands required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if sent via e-mail and by hard copy deposited in the US mail as set forth below.

To the Village:  
Richard Slingerland, Village Administrator  
Village of Tarrytown  
1 Depot Plaza  
Tarrytown, NY 10591  
rslingerland@tarrytowngov.com

To the School:  
Christopher Borsari, Superintendent  
The Union Free School District of the Tarrytowns  
200 North Broadway

9A.

Sleepy Hollow, NY 10591  
cborsari@tufsd.org

Notice shall be effective one business day after the date the e-mail is sent. For purposes of this provision, business day excludes all Saturdays, all Sundays and the dates on which the offices of one of the parties is closed. Either party may change its address for purposes of this paragraph by written notice given in the manner provided above.

10. Waiver: No failure by either party to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision by such party.

11. Amendment: No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

12. Assignment: The parties may not assign, transfer or convey any of their respective rights or obligations under this Agreement or subcontract any portion of the rights or obligations set forth herein, without the prior written consent of the other party, which consent may be withheld for any reason whatsoever or for no reason.

13. Assistance with Defense: In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any third-party against one of the parties to this Agreement, the other party, shall, at its own cost and expense, provide all reasonable information and assistance in the defense or other disposition thereof.

14. Entire Agreement: This Agreement constitutes the entire understanding and Agreement between the parties and any and all prior agreements, understandings and representations are merged herein and are of no further force and effect.

9A.

15. Governing Law: This Agreement shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in an appropriate court located in Westchester County, New York.

16. Construction: This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

17. Authority to Enter: The undersigned representative of the Village hereby represents and warrants that he/she has the power and authority to enter into this Agreement on behalf of the Village and to bind the Village with respect to the obligations enforceable against the Village in accordance with its terms. The undersigned representative of the School hereby represents and warrants that he/she has the power and authority to enter into this Agreement on behalf of the School and to bind the School with respect to the obligations enforceable against the School in accordance with its terms.

**Village of Tarrytown**

**The Union Free School District of the  
Tarrytowns**

\_\_\_\_\_  
Richard Slingerland  
Village Administrator

\_\_\_\_\_  
Christopher Borsari  
Superintendent of Schools

\_\_\_\_\_, 20\_\_\_\_  
Date signed

\_\_\_\_\_, 20\_\_\_\_  
Date signed

**INTERMUNICIPAL AGREEMENT (IMA)**  
**BETWEEN THE VILLAGE OF TARRYTOWN AND**  
**THE UNION FREE SCHOOL DISTRICT OF THE TARRYTOWNS**  
**SHARED SERVICE – SANITATION COLLECTION**

**THIS AGREEMENT**, by and between the Village of Tarrytown, a municipal corporation organized and existing under the laws of the State of New York, located at One Depot Plaza, Tarrytown, NY 10591 (the “Village”) and the Union Free School District of the Tarrytowns (the “TUFSD”), a public school district organized and existing under the laws of the State of New York, with administrative offices located at 200 No. Broadway, Sleepy Hollow, NY 10591.

**WITNESSETH**

**WHEREAS**, Article 5-G of the General Municipal Law of the State of New York authorizes agreements between municipalities and school districts for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provisions of services; and

**WHEREAS**, both the Village and the TUFSD (collectively, the “Parties”) have in the past, dating back to the 1990’s, agreed to have the Village perform garbage collections services for the Washington Irving School, which the Village and the TUFSD agreed would be provided for a fee; and

**WHEREAS**, Village has continued to provide these services to Washington Irving School, located at 103 South Broadway, Tarrytown, NY, 10591, as follows:

Number of containers, times per week:

- a. One (1) 3-yard dumpster for garbage, 3 days per week
- b. One (1) 3-yard dumpster for cardboard, 1 day per week
- c. One (1) 2-yard dumpster for commingled recyclables 1 day per week

Total number of pickups in a four week period – 20

(hereinafter the “Sanitation Services”).

**NOW, THEREFORE**, the parties hereby agree as follows:

1. Compensation and Invoicing: The Village of Tarrytown shall provide the above detailed Sanitation Services at a cost of \$12,889.97 per year for the year June 1, 2019 through May 30, 2020, increased for each subsequent one-year period at a rate of 2%. The Village shall invoice TUFSD monthly, which invoice shall be paid by the TUFSD within thirty (30) days of receipt of the invoice.
2. Term: The term of this IMA shall be five (5) years, effective retroactively to June 1, 2019 and terminating on May 31, 2024.

3. Termination: This Agreement may be terminated upon thirty (30) days notice in writing by either party, or upon shorter notice should the Washington Irving School be closed for any reason by action of any higher level government agency with authority to do so. In any case of termination, TUFSD will be responsible for payment of any services provided pursuant to the IMA prior to the date of termination, if applicable. . Should the Village discontinue this program due to its participation in a town-wide Town of Greenburgh program and/or inability to continue to offer this shared service to the TUFSD, or for some other similar reason, the Village reserves the right to renegotiate or terminate this IMA.
4. Entire Agreement: This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.
5. Authority: Each of the signatories to this Agreement warrants and represents that each has the power and authority to enter into this Agreement and that the Board of Trustees of Tarrytown and the Board of Education have authorized execution of this Agreement.
6. Notices: Any and all notices or demands required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if sent via e-mail and by hard copy deposited in the US mail as set forth below.

To the Village:

Richard Slingerland, Village Administrator  
 Village of Tarrytown  
 1 Depot Plaza  
 Tarrytown, NY 10591  
[rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)

To TUFSD:

Christopher Borsari, Superintendent of Schools  
 The Union Free School District of the Tarrytowns  
 200 North Broadway  
 Sleepy Hollow, NY 10591  
[cborsari@tufsd.org](mailto:cborsari@tufsd.org)

Notice shall be effective one business day after the date the e-mail is sent. For purposes of this provision, business day excludes all Saturdays, all Sundays and the dates on which the offices of one of the parties is closed. Either party may change its address for purposes of this paragraph by written notice given in the manner provided above.

7. Waiver: No failure by either party to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision by such party.

9 B.

8. Assignment: The parties may not assign, transfer or convey any of their respective rights or obligations under this Agreement or subcontract any portion of the rights or obligations set forth herein, without the prior written consent of the other party, which consent may be withheld for any reason whatsoever or for no reason.
9. Assistance with Defense: In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any third-party against one of the parties to this Agreement, the other party, shall, at its own cost and expense, provide all reasonable information and assistance in the defense or other disposition thereof.
10. Governing Law: This Agreement shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in an appropriate court located in Westchester County, New York.
11. Construction: This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

**IN WITNESS WHEREOF**, the Parties have executed this IMA as of the date written above.

\_\_\_\_\_, 2020

Village of Tarrytown

By: \_\_\_\_\_  
Richard Slingerland, Village Administrator

\_\_\_\_\_, 2020

Union Free School District of the Tarrytowns

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Garage Space  
Final Draft  
9c.

**AGREEMENT** made as of the \_\_\_\_\_ day of March, 2020 by and between the **VILLAGE OF**  
**TARRYTOWN**, a municipal corporation of the State of New York, and **THE UNION FREE**  
**SCHOOL DISTRICT OF THE TARRYTOWNS**, a public school district duly organized  
under the Education law of the State of New York.

**W I T N E S S E T H:**

**WHEREAS**, the Village of Tarrytown ("Village") and the Union Free School District of the  
Tarrytowns ("School") presently have a shared purchasing arrangement for fuel for the buses and  
vehicles used by the School, and

**WHEREAS**, this Agreement shall memorialize the understanding of the Village and the School  
regarding this arrangement;

**NOW, THEREFORE**, the parties agree as follows:

1. The Village shall allow the School to obtain gasoline and/or diesel fuel for School purposes only, at the rates charged to the Village off of New York State supply contract, or other valid means through which the Village purchases fuel, plus an administrative fee based on time spent by the Department of Public Works and other Village staff on administrative efforts including maintaining a log of the fuel consumption of the School's buses and vehicles, and invoicing the School for gasoline and/or diesel consumption for School purposes. Currently, the administrative fee is \$184 per invoice.
2. Invoicing and Payments: The Village shall provide the School, on a monthly basis, with an invoice setting forth the dates, quantity and type of fuel dispensed per vehicle. Invoices for fuel that are received by the School after the execution of this Agreement by both parties shall be paid

9C.

by the School within thirty (30) days of the receipt of the invoice. The School shall give the Village notice of any invoice dispute within thirty (30) days of its receipt of the invoice, in which case the Village will promptly investigate the matter and, if necessary, allow the School to audit the Village's records in an effort to resolve the dispute. The parties shall make a good-faith effort to promptly resolve any invoice in a reasonable manner. Following execution of this Agreement by both parties, the School shall pay any invoices for fuel that are already in the School's possession within fifteen (15) days of the full execution of this Agreement by both parties. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of the School's rights or prevent the School from availing itself of any remedy or course of action it has at law or in equity at a later date.

3. Fuel Rates: The Village shall bill the School for the gasoline and/or diesel consumption of the buses and vehicles of the School at the rates at which the fuel is purchased, as per state bid, or as otherwise procured, at the time of purchase by the Village.

4. Administrative Fee: The School shall pay an administrative fee based on average time spent by the Department of Public Works and other Village staff on administrative efforts including maintaining a log of the use, and invoicing the schools for gasoline and/or diesel consumption for school purposes, as well as licensing and permitting of the fuel facility. For the term of this Agreement, the administrative fee is calculated based on an hourly rate of forty six dollars (\$46.00) per hour and an average time period of four (4) hours spent on administrative efforts during the period covered by each invoice, which translates into an administrative fee of one hundred and eighty four dollars (\$184.00) per invoice for the term of this Agreement.

5. Indemnification: The School agrees to indemnify, defend and hold the Village, its employees, officers, agents and officials, harmless with respect to any notices, claims, liabilities,

suits, proceedings, actions or damages arising out of this Agreement, including but not limited to the unauthorized taking or using of fuel, except to the extent such notices, claims, liabilities, suits, proceedings, actions or damages are caused by the gross negligence or willful misconduct of the Village, its employees, officers, agents and/or officials.

6. Term: The term of this Agreement shall be five (5) years, commencing June 1, 2019 and terminating on May 31, 2024.

7. Termination: This Agreement may be terminated upon thirty (30) days prior notice in writing by either party, in which case the School will be responsible for paying for any fuel obtained pursuant to this Agreement prior to the date of termination, if applicable. The fuel obtained pursuant to this Agreement prior to the date of termination, if any, will be paid for by the School within thirty (30) days of the receipt of the invoice for such fuel.

8. Effective Date: Once fully executed (signed by both parties), this Agreement shall have a retroactive effective date of June 1, 2019, which effective date shall commence the above-defined term of this Agreement.

9. Notices: Any and all notices or demands required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if sent via e-mail and by hard copy deposited in the US mail as set forth below.

To the Village:

Richard Slingerland, Village Administrator  
Village of Tarrytown  
1 Depot Plaza  
Tarrytown, NY 10591  
rslingerland@tarrytowngov.com

To the School:

Christopher Borsari, Superintendent  
The Union Free School District of the Tarrytowns  
200 North Broadway

9C.

Sleepy Hollow, NY 10591  
cborsari@tufsd.org

Notice shall be effective one business day after the date the e-mail is sent. For purposes of this provision, business day excludes all Saturdays, all Sundays and the dates on which the offices of one of the parties is closed. Either party may change its address for purposes of this paragraph by written notice given in the manner provided above.

10. Waiver: No failure by either party to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision by such party.

11. Amendment: No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

12. Assignment: The parties may not assign, transfer or convey any of their respective rights or obligations under this Agreement or subcontract any portion of the rights or obligations set forth herein, without the prior written consent of the other party, which consent may be withheld for any reason whatsoever or for no reason.

13. Assistance with Defense: In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any third-party against one of the parties to this Agreement, the other party, shall, at its own cost and expense, provide all reasonable information and assistance in the defense or other disposition thereof.

14. Entire Agreement: This Agreement constitutes the entire understanding and Agreement between the parties and any and all prior agreements, understandings and representations are merged herein and are of no further force and effect.

9C.

15. Governing Law: This Agreement shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in an appropriate court located in Westchester County, New York.

16. Construction: This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

17. Authority to Enter: The undersigned representative of the Village hereby represents and warrants that he/she has the power and authority to enter into this Agreement on behalf of the Village and to bind the Village with respect to the obligations enforceable against the Village in accordance with its terms. The undersigned representative of the School hereby represents and warrants that he/she has the power and authority to enter into this Agreement on behalf of the School and to bind the School with respect to the obligations enforceable against the School in accordance with its terms.

**Village of Tarrytown**

**The Union Free School District of the  
Tarrytowns**

\_\_\_\_\_  
Richard Slingerland  
Village Administrator

\_\_\_\_\_  
Christopher Borsari  
Superintendent of Schools

\_\_\_\_\_, 20\_\_\_\_  
Date signed

\_\_\_\_\_, 20\_\_\_\_  
Date signed

