

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:15 P.M.
WEDNESDAY, MAY 1, 2019
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Board of Trustees Concerns

Open Session

1. Housing Committee recommendation by the CPMC
2. Increase Village Administrator Credit Card Limit
3. 2019 Sleepy Hollow Sprint Triathlon
4. Continued Discussion – Fees
5. Irvington Air B&B Law
6. Irvington – Accessory Apartments
7. Fire Chief's Car
8. Overnight Parking – Citibank Lot
9. Construction Support and Inspection Services including SWPPP for Losee RiverWalk
10. Patriot's Park Road Edge Reinforcement Project
11. Bike Code Proposed Amendments – discussion
12. Fire Department Membership changes

Executive Session

- A. Mechanics Positions
- B. Non-Union Employee Raises
- C. Discussion of Summer Internship
- D. Laborer in Public Works Department
- E. Lieutenant's Bargaining
- F. Summer Intern – Police Dept.
- G. New Police Officer

VILLAGE OF TARRYTOWN INTERNAL MEMORANDUM

To: Mayor Fixell and the Board of Trustees

From: Richard Slingerland, Village Administrator

Date: April 26, 2019

Subject: WORK SESSION AGENDA – MAY 1, 2019

1. HOUSING COMMITTEE – At the Comp Plan Implementation Committee meeting on April 17th, the committee had a recommendation to put forth for the Board's consideration. At the May 1st work session, we will discuss the recommendation to reconstitute the former moderate-income housing committee. The goals and objectives of the committee would be to discuss ways to amend the code and incentivize an array of housing to meet the various needs of the Tarrytown community as they exist within our region. This would include millennial, affordable, senior, market rate, and assisted living housing. Sadie McKeown will attend to discuss this with the Board.

2. INCREASE VILLAGE ADMINISTRATOR CREDIT CARD LINE – As part of my coordination of Village purchases with other departments, especially parks, recreation, fire department, and Board of Trustee travel and workshops, there have been an increasing number of times when I am attempting to use the Village credit card, and my limit of \$2,500 is maxed out. In order to continue to assist other departments with purchases and expedite orders when we are in need of equipment or making a reservation, I would request that the Board allow me to increase my credit card limit to at least \$5,000.

3. 2019 SLEEPY HOLLOW SPRINT TRIATHLON – This is an annual request for authorization for the Sleepy Hollow Sprint Triathlon to use Village streets and the RiverWalk.

4. CONTINUED DISCUSSION - FEES – Included is the latest version of the fees with all of the Board comments summarized, but not implemented until we have full discussion with the Board. In light of the fact that the State has authorized the additional percentage for the sales tax to be shared by municipalities, there is no urgency from a budgetary standpoint to do major increases in the fees. However, we were recommending minor updates especially for some fees that have not been updated in five to ten years or more.

5. IRVINGTON AIR B&B LAW – As part of the discussion of the Comprehensive Plan update, we had asked the CPMC to look at the Air B&B law. Currently the Village of Tarrytown does not permit Air B&B's. Irvington recently prepared and circulated a draft proposed law and the CPMC suggested the Board and staff take a look at it to see what could be gleaned from it.

6. **IRVINGTON – ACCESSORY APARTMENTS** – Recently the Village had a communication and inquiry as to whether the Village would consider allowing accessory apartments, a.k.a. in-law apartments. Included is the Irvington law which requires Special Permits for accessory apartments.

7. **FIRE CHIEF'S CAR** – As the Board may recall, last year based on a review of the Fire Chiefs third line vehicle, it was determined that it was not necessary to replace the authorized Fire Chief's vehicle. However, at this time, since this is a twelve-year old Fire Chief's car and has over 100,000 miles, we do recommend its replacement. The older vehicle can either be sold as surplus or rotated out to get rid of the older spare.

8. **OVERNIGHT PARKING – CITIBANK LOT** – Recently at a Village event, I was talking with some of the merchants and some local residents, some of whom are requesting the Village change the code to allow them to park overnight in the Citibank Lot. This could be accomplished by permit during non-snow removal months or perhaps we could work out a plan for times when we do have to clear snow.

9. **Construction Support and Inspection Services – including SWPPP, Losee RiverWalk**: Based on our plans to move ahead with the RiverWalk Project, and based on the Village Engineer's and my efforts to negotiate down the fees for these services, this is the fee we have achieved, having reduced the scope of work to maximum 2 days per week, confirmation of quantities, and stormwater site visits post rain events to confirm that no construction materials were discharged from the site into the Hudson River.

10. **Patriot's Park Road edge reinforcement**: The Village staff had requested quotes/proposals to install a "green-pave" structural geo-textile that would allow grass to remain grown within the grid. The first round of RFP responses we received is at a quote of \$45,000. Discussing this with Dan and Anthony, we believe we can get the prices down to under \$35,000 in order to get this done quickly and protect the road edges, during the summer while events, including the Farmer's Market, are taking place in the park. This will help reduce mud and rut conditions within the park.

11. **Bike Code Proposed Amendments – discussion** – See attachment

12. **Fire Department Membership Change** – See attachment

VILLAGE OF TARRYTOWN

COMPREHENSIVE PLAN MANAGEMENT COMMITTEE

Comprehensive Plan Action Proposal

Action # 19-02

Date: April 24, 2019

Action: Housing (STUDY)

Study or Implementation

Purpose/Scope:

1. Evaluate the existing housing stock in Tarrytown relative to type, density, use and affordability using whatever studies have already been done by the village or county
2. Make a determination of what types of affordable housing are needed – at what income levels and what type of housing (rental, for-sale, seniors, special needs etc.)
3. Identify opportunities to produce new affordable housing on existing or proposed sites within the village
4. Evaluate the tools which exist in the village to enable the development of affordable housing (zoning, density bonus, air rights etc.)
5. Identify external resources that can be used by the village or proposed developers or existing owners to allow for and incentivize the inclusion or development of new units
6. Review what the village has done historically around affordable housing and how the County Fair Housing overlay impacts the village

Work Product:

1. Reconvene the former Moderate Income Housing Committee in town and determine if new members are needed, if so, recruit new volunteers and reestablish the committee
2. Produce an inventory report on existing stock
3. Make a proposal on what is needed based on inventory report and a survey of village residents
4. Inventory tools available in the village and propose how they can be utilized for potential developments as well as inclusion of new units in existing properties (accessory apartments, air bnb, etc.)
5. Provide an inventory of resources (subsidies, tax incentives, tax credits, RAD, financing tools) that can be used to support the inclusion of affordable housing in existing stock or new developments
6. Present a memo/report to the BOT which looks at what the village has done, lessons learned and opportunities for new units going forward

Sponsoring Committee Member: Sadie McKeown

Sponsoring Trustee (Determined by BOT): TBD

Lead Entity: Tarrytown Moderate Income Housing Committee

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Other Participation: It would be helpful to have an intern or a village employee assist the committee with research and preparation of the suggested reports, inventories and proposals.

Consultant:

Funding: A summer intern should not cost the village more than \$5-6,000. A part time intern during the fall semester would be less than that. Alternatively, a local housing agency (Housing Action Council) could provide services for a fee.

Schedule: All of the work product should be completed by calendar year end. As items are completed they can be individually reported on, and further direction can be given by, the BOT prior to moving on to next steps.

Progress:

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Richard Slingerland

From: Veronica Skrelja <veronica@sleepyhollowtriathlon.com>
Sent: Friday, April 12, 2019 7:04 AM
To: Richard Slingerland
Subject: 2019 Sleepy Hollow Sprint Triathlon

Hello Mr. Slingerland

I am emailing to request permission to have the 11th annual Sleepy Hollow Sprint Triathlon on Sunday June 16, 2019 use of the riverwalk in Tarrytown for our runners. There will be about 300 runners running along the riverwalk from Kingsland Point Park. This year we are donating the The Sleepy Hollow Recreation Department's Teen Camp! I will provide you with a Certificate of Insurance as we get closer. I would be happy to meet with you or answer any questions. You can email me or call me at 914-584-6172.

Thank you again for your continued support!

Veronica Skrelja
Race Manager

Type of fee	Description	Term of permit or fee	Current Amount	Increase-to	Rationale: % or dollar chg
Alarm Permit	Residential	2-year permit	75	90	\$15
" "	Commercial	2-year permit	150	180	\$30
" "	Renewal - Residential	2-year permit	50	60	\$10
" "	Renewal - Commercial	2-year permit	100	120	\$20
Architectural Review Board	Application	ARB review	100 plus \$2 per \$1000	100, plus \$2.25 per \$1000	4.7%
Bingo	Game of Chance	Per Occasion	\$25 per event	\$50	update fee
Birth/Death Certificates	filing certificate	per copy	\$10 per copy	\$10	standard fee
Blasting / Splitting Rock	fee per permit	30-days	\$500 plus \$250,000 bond & insurance	\$1,000 plus \$250,000 bond & insurance	update fee -- make more current
Boat Launching	resident seasonal pmt.	calendar year	\$50	\$50	unchanged
Boat permit (Tarrytown Lakes)	resident seasonal pmt.	calendar year	\$50	\$50	new fee
Building Legalization	Building Permit Doubled	NA	Fee doubles for work without a permit	same	NA
Boat Live-Aboard Permits	Fee to live aboard boat	Unknown	\$1,100	abolish	not used
Building Permits	Tiered permits per cost	work duration	\$100 plus \$19/\$1000 value of renovation	same	appropriate rate
" "	" "	work duration	\$100 plus \$3/sf New Residential	\$100 plus \$3.10/sf New Residential	3.33%
" "	" "	work duration	\$100 plus \$4/sf New Commercial	\$100 plus \$4.15/sf New Commercial	3.75%
" "	" "	work duration	\$100 Reinspection Fee	\$110	\$10
" "	" "	work duration	\$100 plan amendment Fee	\$110	\$10
" "	" "	work duration	Construction outside permitted hours; 25% extra permit fee	same - already a percentage	NA

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Type of fee	Description	Term of permit or fee	Current Amount	Increase-to recommendation	Rationale: % or dollar chg
Electrical Permits	Electrical Work based on value of work	work duration	\$0-\$499 = \$100	same	NA
" "	" "	work duration	\$500-\$999 = \$110	same	NA
" "	" "	work duration	\$1,000-\$1,999 = \$125	same	NA
" "	" "	work duration	\$2,000-\$3,999 = \$135	same	NA
" "	" "	work duration	\$4,000-\$9,999 = \$190	same	NA
" "	" "	work duration	\$10,000 - \$50,000 = \$275 + 2.35% of value over \$10,000	same	NA
" "	" "	work duration	\$50,000 and over = \$1,790	same	NA
Plumbing Permits	Plumbing Work based on value of work	work duration	\$100 application fee - incl. up to 4 fixtures	\$105	5.00%
" "	Plumbing Work based on value of work	work duration	\$10 charge for each fixture over 4	\$10.50	2.50%
" "	" "	per inspection	\$50 roughing inspctn	same	NA
" "	" "	per inspection	\$50 testing	same	NA
" "	" "	per inspection	\$50 in-ground sewer or gas	same	NA
" "	" "	per inspection	\$50 gas test	same	NA
" "	" "	per inspection	\$50 final inspection	same	NA
" "	" "	per inspection	\$100 reinspection fee	same	NA
Carting	fee per company & truck	per company	\$250 per company	NA	NA
" "	" "	per truck	\$100 per truck	NA	NA
Certificate of Compliance	included in Bldg Pmt Fee	not charged	not charged	\$100 Res/\$200 Com	change
Certificate of Occupancy	included in Bldg Pmt Fee	not charged	not charged	\$100 Res/\$200 Com	change
Circuses and Carnivals	per event, private, plus \$1 million insurance	per event	\$25	\$250	change
" "	per event, not-for-profit, plus \$1 million insurance	per event	No fee	\$100	change
Cross Control Program	Administrative Fee	per	\$50	\$50	no change

Type of fee	Description	Term of permit or fee	Current Amount	Increase-to recommendation	Rationale: % or dollar chg
Curb Cut - Repair/Replace	Fee to install or expand a curb cut; would be a combined permit if sidewalk work done.	per job	\$15/l.f.; \$100 min; \$500 Security Deposit	\$15/l.f.; \$150 min; \$500 Deposit	update
Dance Halls & Cabarets	Fee for event music	per yr or day	\$150/year or \$10/day	\$200/yr or \$20/day	update
Dog Licenses	Transferred to Town	NA	NA	NA	NA
Dumping Leaves w/Village	dumping leaves w/VOT	per load	\$20	same	recent
Dumpsters	construction or cleaning	on Pub. Prpty.	\$15/day + \$200 deposit, addl. \$40/day if pkg space used	\$20/day + 200 deposit, addl. \$40/day if pkg space	update
Excavation or fill	???	per job site	\$100	Base on value of construction	update
False Alarms	per calendar year	1-2 in a year	No charge	same	appropriate
" "	" "	3 in a year	\$25 charge for 3rd	\$40	\$15 increase
" "	" "	4 in a year	\$75 charge for 4th	\$100	\$25 increase
" "	" "	5 in a year	\$150 charge for 5th	\$250	\$100 increase
" "	" "	6 or more in a year	\$250 charge each > 5	\$500 charge ea > 5	double
Filming/Photo Shoot -- regular hours of 7 a.m. to 10 p.m.	Public Property - 1st Day	1st day	2500	recently updated	NA
	Public Property - each day after 1st Day	per day after 1st day	2000	recently updated	NA
	Private Property - 1st day	1st day	1500	recently updated	NA
	Private Property - each day after 1st Day	per day after 1st day	1000	recently updated	NA
Filming - Early Start Fee	Filming before 7 a.m.	12 a.m. to 7 a.m.	500	recently updated	NA
Filming - Late Finish Fee	Filming after 10 p.m.	10 p.m. to Midnight	500	recently updated	NA

Type of fee	Description	Term of permit or fee	Current Amount	Increase-to recommendation	Rationale: % or dollar chg
Film Permit - Not For Profit	Not-for-profit, small scale production	1st day	\$250	recently updated	NA
Film Permit - Student (small scale, 1 to 4 person crew); anything over 4 is N.F.P.	Not-for-profit small scale production	per day after 1st day	\$125	recently updated	NA
	Student, Small scale production for school	1st day	\$100	recently updated	NA
	Student, Small scale production	per day after 1st day	\$50	recently updated	NA
Filming -- reservation of parking spaces	Reserved Parking Space - \$40 per space per day (all categories)	per day	\$40	recently updated	NA
Fingerprints - Non-Criminal	For persons who need this for a job (not background check)	per request	\$25	recently updated	NA
Fire Hydrant Use	\$100 + \$25 turn on + \$25 turn off; metered usage	duration of use	\$100 + \$25 turn on + \$25 turn off	recently updated	NA
Fire Inspection Fees	(amended fees adopted 5/18/09)				
Multi-Family	FEE				
1-4 Units	1-4 Units	per inspection	\$100.00	appropriate	NA
5-10 Units	5-10 Units	per inspection	\$150.00	appropriate	NA
11-20 Units	11-20 Units	per inspection	\$225.00	appropriate	NA
21 or more	21 or more	per inspection	\$325.00	appropriate	NA
Commercial	Commercial				
Restaurant	Restaurant	per inspection	\$100.00	appropriate	NA
Church	Church	per inspection	\$100.00	appropriate	NA
Store	Store	per inspection	\$100.00	appropriate	NA
Multi-Family plus Commercial	Mixed-use Multi-family plus commercial	per inspection	Fee for multi-family, plus fee for each commercial use in the structure	appropriate	NA

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Type of fee	Description	Term of permit or fee	Current Amount	Increase-to recommendation	Rationale: % or dollar chg
Fire Inspection Fees	(Continued)				
" "	Private Club & Social Institution	per inspection	\$100.00	appropriate	NA
" "	without Residential Rooms	per inspection		appropriate	NA
" "	Private Club & Social Institution	per inspection	\$100 + \$10/residential room	appropriate	NA
" "	with Residential Rooms	per inspection		appropriate	NA
" "	Private School	per inspection	\$100.00	appropriate	NA
" "	Public School	per inspection	No Fee	appropriate	NA
" "	Municipal Building	per inspection	No Fee	appropriate	NA
" "	Private Residential School	per inspection	\$250 + \$10/residential	appropriate	NA
" "	Hotel	per inspection	\$250 + \$10/hotel room	appropriate	NA
" "	Office Building	per inspection	Up to 5,000 sq. ft. - \$150.00, plus \$25 for each addl. 1,000 s.f. of space	appropriate	NA
Fire Sprinkler Service	Fire Sprinkler Service	per application	\$50 application fee; plus \$10 per \$1,000 of cost of construction	appropriate	NA
Fishing (Buttons)	Tarrytown Resident - \$5	per year	\$5	\$10	update
Fishing (Buttons) - for Seniors and Children	Tarrytown Resident over 62 and under 16 - Free	senior - lifetime; kids under 16	free	appropriate	NA
Fishing (Buttons) Sleepy Hollow Residents	Sleepy Hollow Resident	per year	\$10	\$20	update
Fishing (Buttons) Mt. Pleasant and Greenburgh Residents	Town of Greenburgh and Town of Mt. Pleasant Residents	per year	\$15	\$25	update

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[illegible]

Version 4-25-2019

Type of fee	Description	Term of permit or fee	Current Amount	Increase-to recommendation	Rationale: % or dollar chg
Parking Permits: Commuter	Non-Resident	Reworked	June	\$1,300.00	
			July	\$1,225.00	
			August	\$1,150.00	
			September	\$1,075.00	
			October	\$1,000.00	
			November	\$925.00	
			December	\$850.00	
			January	\$775.00	
			February	\$700.00	
			March	\$625.00	
			April	\$525.00	
			May	\$275.00	
" "	Non-Resident Business	annual; semi-annual	\$310/year; \$250/Semi-Annual	appropriate - encourage use	NA
" "	Resident Carpool	annual; semi-annual	\$410 + \$80 each add'l car; Semi-Annual \$300 + \$55 each add'l car	\$420 + \$85 each add'l car; Semi-Annual \$320 + \$60 each add'l car	~ 2% annual; ~ 4% semi
" "	Non-Resident Carpool	annual; semi-annual	\$1,225 + \$145 each add'l car; Semi-Annual \$795 + \$115 each add'l car	\$1,300 + \$150 each add'l car; Semi-Annual \$825 + \$125 each add'l car	make comparable to non-resident
Parking Permits	One Day Parking Permit for residents	single-use, per-day	\$5 per day	Leave as is	not necessary
Parking Permits	Vacation Permit \$5/day (3 day minimum; 14 day maximum)	short-duration, for vacations	\$5 per day; 3-day minimum	\$6 per day; 3-day minimum	Update
Parking permit	transfer from old car to new car, or change of plates	one-time fee	\$5	nominal admin fee	no change

Version 4-25-2019

Type of fee	Description	Term of permit or fee	Current Amount	Increase-to recommendation	Rationale: % or dollar chg
Planning Board	site plan; base fee, plus fee per parking space and per dwelling unit	per site	Site Plan = \$600 + \$30 per parking space + \$60 each dwelling unit	needs review per Comp Plan	current
" "	Subdivision - base fee, plus per-lot fee	per subdivision	Subdivision = \$1,000 + \$1,255/lot	needs review per Comp Plan	current
" "	Recreation Fee in lieu of providing park or recreation land	per lot or per unit	Recreation Fee (2018) = \$10,300/increases annually in January by CPI of past year	needs review per Comp Plan	current
" "	Escrow as determined by Planning Board	for consultant review	Escrow = \$2,500 - \$10,000, plus replenishments	current	current
Police Accidents Reports	report fee	per copy	\$5.00 per report	\$8	update
Police Dept. FOIL	copy or reproduction fee	per copy or item	either \$.25 or actual cost of record	current	current
Property Searches	per property	per property	\$100	\$150	update
Recreation Programs					
Adult Basketball	Fall/Winter -	per season	\$1,400/team	inactive	inactive
Adult Softball	Summer Men's League, per team	per season	Summer Men's - \$1,500/team	current	current
" "	Summer Co-ed League, per team	per season	Summer Coed \$1,500/team	current	current
" "	Fall Men's League, per team	per season	Fall Men's - \$900/team	current	current
Adult Volleyball	Adult Volleyball - per team	per season	Adult Volleyball - \$650/team	current	current
Adult Exercise	\$120 (12 sessions)		9/4/2012	delete	class fee
(Aerobics, Pilates and Zumba)				delete	class fee
Babysitting Course	\$85 (2 night program)		8/31/2012	delete	class fee

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Type of fee	Description	Term of permit or fee	Current Amount	Increase-to recommendation	Rationale: % or dollar chg
Recreation Programs					
Fitness Center	Child (16 - 17)	Annual; semi-annual	annual \$200.00 semi-annual \$120.00	current	na
" "	Adult, aka Single (18+)	Annual; semi-annual	annual \$300.00 semi-annual \$180.00	current	na
" "	Couple	Annual; semi-annual	annual \$450.00 semi-annual \$270.00	current	na
" "	Family Membership	Annual; semi-annual	annual \$600.00 semi-annual \$360.00	current	na
" "	Senior Citizen (60+)	Annual; semi-annual	annual \$150.00 semi-annual \$120.00	current	na
" "	College Student (Must have valid ID)	annual only	annual \$150.00	current	na
" "	Guest Fee (Must come with a Member)	per visit	\$15 per day	current	na
Ice Skating	Resident 18+	per season	\$10 per season	current	current
	Resident 17 and under	per season	\$5 per season	current	current
	Resident Senior \$5 season	per season	\$5 per season	current	current
	Non-Resident \$5 per day	per day	\$5 per day	current	current
Kayak Storage Rack	Season Rental of Kayak Storage Rack	per season	\$150 per space	\$160 per space	update
Losee Park Fields	Without Lights	per hour, 3-hour min.	\$125/hour, 3-hour or \$375 minimum	current	current
	With Lights	per hour, 3-hour min.	\$150/hour, 3-hour or \$450 minimum	current	current
Pee Wee Baseball	\$20 (7 sessions)	delete as a program fee		delete	class fee
Pierson Park Picnic Pavilion	Resident - shelter rental	per use	\$275 includes \$50 non-refundable deposit	current	current
Pierson Park Pavilion	Non-Res. - shelter rental	per use	\$550 includes \$50 non-refundable deposit	current	current
Pierson Performance Pavilion (not non-residents)	Resident Fee	per use	Resident Fee - \$50/hr up to 3-hours max.	match picnic pavilion rental	update

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Type of fee	Description	Term of permit or fee	Current Amount	Increase-to recommendation	Rationale: % or dollar chg
Recreation Programs					
Pilgrim Run	Resident (pre-reg.) \$20		5/16/2011	not codify	delete
	Resident (race day) \$25		5/16/2011	not codify	delete
	Non-Resident (pre-registered) \$25		5/16/2011	not codify	delete
	Non-Resident (race day) \$30		5/16/2011	not codify	delete
Pool - Daily Rate	Daily Rate Fee for Residents, age 4 and up	annual	\$50 pool card, plus \$10/visit; no guests for holders of daily permits	appropriate	appropriate
" "	Daily Rate Fee - Age 0-4 Resident Family	annual	free	appropriate	appropriate
Pool - Family Membership		annual	\$400	\$420	5%
Pool - Guest Fees	Guest fees - only for season-pass holders	per visit	max 2 guests/day, \$10/guest M-F; \$15/guest wks & hol.	appropriate	appropriate
Pool - Early Morning Lap Swim	Extra fee for early swim; hours determined each season - pre work-day	per season	Members - \$50/season; Non-Memb - \$80/seas.	Mmbrs - \$60/seas. Non-Mmbrs - \$100	update
Pool - Single Membership	Resident Single	annual	\$200	\$210	5%
Pool - Senior Membership	Resident Senior	annual	\$100	\$105	5%
Pool - Nanny Membership	Nanny to resident	annual	\$200	\$210	5%
Senior Center Rental	Rental Fee for parties and events	per event	\$300 for 4 hours, plus \$50 ea. Addl hour	new	new
Senior Center Rental	Rental Fee for parties and events	per event	\$600 for 4 hours, plus \$100 ea. Addl hour, plus \$500 deposit	new	new
Summer Day Camp	Residents - TT, SH, lrv SD	2-wk session	\$310 if paid by Apr 30	current	current
Non-residents, elsewhere	Non-Resident	2-wk session	\$350 if paid by Apr 30	current	current
	Scholarship	2-wk session	\$230 if paid by Apr 30	current	current
	Resident	2-wk session	\$330 if paid by May 31	current	current
	Non-Resident	2-wk session	\$370 if paid by May 31	current	current
	Scholarship	2-wk session	\$250 if paid by May 31	current	current
	Resident	2-wk session	\$350 if paid by June 30	current	current
	Non-Resident	2-wk session	\$390 if paid by June 30	current	current
	Scholarship	2-wk session	\$270 if paid by June 30	current	current

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Type of fee	Description	Term of permit or fee	Current Amount	Increase-to recommendation	Rationale: % or dollar chg
Recreation Programs	(continued)				
Summer Tot Camp (Residents TT, SH, Irv SD)	Resident	2-wk session	\$270 if paid by Apr 30	current	current
Non-residents, elsewhere	Non-Resident	2-wk session	\$320 if paid by Apr 30	current	current
	Scholarship	2-wk session	\$190 if paid by Apr 30	current	current
	Resident	2-wk session	\$290 if paid by May 31	current	current
	Non-Resident	2-wk session	\$340 if paid by May 31	current	current
	Scholarship	2-wk session	\$210 if paid by May 31	current	current
	Resident	2-wk session	\$310 if paid by June 30	current	current
	Non-Resident	2-wk session	\$360 if paid by June 30	current	current
	Scholarship	2-wk session	\$230 if paid by June 30	current	current
Scaffolding Permit	scaffolding permit - also requires DPW sidewalk obstruction permit	per use	\$50 - per Scaffolding permit; plus \$25 per day for sdwk obstruction pmt.; plus \$40/parking space/day	appropriate	appropriate
Sanitary Sewer & Stormwater Connection	* Application Fee * Parking Space Fee * Manhole or Catchbasin Connection Fee * Sewer Line Tap Fee	per item	\$40 application fee \$50 per day/pkg space \$350/tap into a manhole or catchbasin \$1,000 per sewer tap	fees are on par with surrounding communities	current
Shopping Carts Left on Streets	impound fee	per cart, per time	\$25		
Sidewalk Café	Café area	annual	\$100 plus \$3.50 s.f.	\$100 plus \$3.60/s.f.	2-3%
Sidewalk Vending Sidewalk Vending	Display and vending of merchandise; display of sandwich boards	annual	Vending - \$250 Sandwich Boards only - \$100	\$260 for vending; \$105 for sandwich boards	4-5%
Sidewalk Musicians	sidewalk musicians	annual	\$10 annually; max 4 sidewalk music permits per year.	should be reviewed for frequency, impacts	to be reviewed
Sidewalk Closing	\$25 + \$40 per day per parking space + \$250 security deposit	per event	\$25 + \$40 per day per parking space + \$250 security deposit	appropriate	appropriate

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Type of fee	Description	Term of permit or fee	Current Amount	Increase-to recommendation	Rationale: % or dollar chg
Sidewalk Opening Permit	Fee to excavate or do work on sidewalk areas	per permitted location	\$3.00/square foot - Minimum Fee: \$100.00 - Sec. Dep. \$1,000.00	keep the fee as is to encourage repairs	appropriate
Signs	permanent signs, single faced - up to 25 s.f.	per sign	Single faced less than 25 sq. ft. - \$50	\$60 per sign, up to 25 sq. ft.	update
" "	permanent signs, single faced - over 25 s.f.	per sign	Single faced over 25 sq. ft. - \$50	\$80 for signs over 25 sq.ft.	update
" "	Double faced	per sign	\$50 per sign	same as single	update
" "	Double-faced over 25 sf	per sign	\$50 per sign	\$80 for signs over 25 sq.ft.	new
" "	Awning Sign	per awning sign	\$50 per awning	current	update
" "	Illumination on Sign	per sign	\$25 per sign	current	update
" "	Floodlighting	per sign	\$25 per floodlighting	\$30 per floodlight	update
Special Use Permit (Board of Trustees)	Application fee for uses requiring Special Permits	per site, per use	\$500	\$600	update
Steep Slopes Clearance Application	application to clear steep slopes	per site	\$150	\$250	update
Street Opening Permit	Fee to excavate or do work on street areas	per permitted location	\$3.00/square foot - Minimum Fee: \$100.00 - Security Deposit - \$1,000.00	\$3.50/s.f.; Min. fee \$150; security Deposit \$1,000	update
Taxi/Livery	Business License	per year	\$250/year	appropriate fee	appropriate
Taxi/Livery	Taxicab Fee	per year	\$100 each car	appropriate fee	appropriate
Taxi Fares	Rides within the Village	per ride	\$5 within Village; \$1 each add'l person to same stop	appropriate fee	appropriate
Taxi Fares	Senior Citizens Rates - for Rides within the Village	per ride	Sr. Cit. (62+) \$4 w/in Village; \$1 each add'l person same stop	appropriate fee	appropriate
Taxi License Reproduction Fee	Reproduction of Westchester County Taxi & Limo Commission Lic.	Per copy	\$10.00	delete	delete

Type of fee	Description	Term of permit or fee	Current Amount	Increase-to recommendation	Rationale: % or dollar chg
Towing License	Business License	per year	\$250 Business License	\$300 per year	update
Towing Rates	Non-commercial vehicles within Tarrytown - \$125.00	per tow	Non-commercial vehicles within the Village of Tarrytown - \$125.00	needs review	status?
" "	Per mile outside a 2-mile radius of the Village line - \$5.00	per tow	8/16/2010	needs review	needs review
" "	Flat Bed Service - \$175.00	per tow	8/16/2010	needs review	needs review
" "	Road Service - \$75.00	per tow	8/16/2010	needs review	needs review
" "	Winching Rates - \$105.00	per tow	8/16/2010	needs review	needs review
" "	Rollover - \$200.00	per tow	8/16/2010	needs review	review
" "	Storage Fee Per Day \$50.00	per day	12/19/2016	needs review	needs review
" "	Pick up prior to vehicle being hooked to tow truck - \$75.00	per tow	12/19/2016	needs review	needs review
" "	After hours retrieval of towed vehicle - \$65.00	per tow	12/19/2016	needs review	needs review
" "	Yard Charge - \$65.00	per tow	12/19/2016	needs review	review
Towing - Impounds	Impound, Non-Crime Resident	per impound	Non-Crime Resident - \$15.00	needs review	needs review
" "	Impound, Non Crime Non-Resident	per impound	Non Crime Non-Resident - \$20.00	needs review	needs review
" "	Crime - Resident - \$40.00	crime - resident -	12/19/2016	needs review	needs review
" "	Crime - Non-Resident - \$45.00	non-resident -	12/19/2016	needs review	needs review

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Type of fee	Description	Term of permit or fee	Current Amount	Increase-to recommendation	Rationale: % or dollar chg
Tree Permit	Arborists's fee	per referral	No Charge unless matter referred to Arborist; then pay Arborist's fee	appropriate fee	appropriate
Video Games	Arcade Game machines	per machine, per year	\$100 - 1st Machine; \$50 each addl. Machine; 3 max	current	not used
		per machine, per year	\$50 - 1st Machine; \$25 each addl. Machine; 3 max	current	not used
	Arcade Machines - Renewal	per read	\$25	\$40	update
		per tap	3/4" - \$350;	appropriate fee	appropriate
		" "	1" - \$400	appropriate fee	appropriate
		" "	1 1/2" - \$500	appropriate fee	appropriate
		" "	2" - \$600	appropriate fee	appropriate
		" "	4" - \$1,400	appropriate fee	appropriate
		" "	6" - \$1,525	appropriate fee	appropriate
		" "	8" - \$1,650	appropriate fee	appropriate
		" "	10" - \$2,300	appropriate fee	appropriate
Water main Tap Inspection	Inspection Fee per tap if Village does not do work	fee	\$75 per tap if others do work	fee adequate	appropriate
Water Rates	RESIDENTIAL: Within Village	within village	RESIDENTIAL: Within Village \$80.45 per 1,000 cubic feet	fee to be restructured	pending review
		per tow	Senior Citizens within Village - \$59.99 per 1,000 cubic feet	fee to be restructured	pending review
	Outside Village Resident:	village resident:	Outside Village Resident: \$120.67 per 1,000 cubic feet	fee to be restructured	pending review

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Type of fee	Description	Term of permit or fee	Current Amount	Increase-to recommendation	Rationale: % or dollar chg
	<u>Inside Village Commercial</u>	commercial, tier one	\$82.74 per 1,000 cubic feet for first 2,000 cubic feet	fee to be restructured	pending review
	" "	commercial, tier two	\$99.30 per 1,000 cubic feet for next 5,000 cubic feet	fee to be restructured	pending review
	" "	commercial, tier three	\$119.16 per 1,000 cubic feet for next 5,000 cubic feet	fee to be restructured	pending review
	" "	commercial, tier four	\$142.99 per 1,000 cubic feet thereafter	fee to be restructured	pending review
	<u>Outside Village Non-Residential</u>	Outside Village, Non-Res, Tier 1	\$124.11 per 1,000 cubic feet for first 2,000 cubic feet	fee to be restructured	pending review
	" "	Outside Village, Non-Res, Tier 2	\$148.94 per 1,000 cubic feet for next 5,000 cubic feet	fee to be restructured	pending review
	" "	Outside Village, Non-Res, Tier 3	\$178.72 per 1,000 cubic feet for next 5,000 cubic feet	fee to be restructured	pending review
	" "	Outside Vill., Non-Res, Tier 4	\$214.46 per 1,000 cubic feet thereafter	fee to be restructured	pending review
Water Curb-stop Turn-on/Turn-off	Fee per turn-on/off	per visit	\$25	\$50	update
Sewer Fee	Sewer Fee:	based on water usage	\$2.50 per 1,000 cubic feet, by consumption	current	current
Zoning Board of Appeals	application fee for 1 and 2 family	per application	\$300 for residential (1 and 2 family)		
	commercial applic. Fee	per application	\$900 for commercial		
	Renewal	per application	\$75 for renewal		
Zoning Code	Zoning Code w/map \$35; Map only \$5	per booklet or map	Zoning Code w/map \$35; Map only \$5	current	current

VILLAGE OF IRVINGTON
NEW YORK



William Irvington
INCORPORATED 1873

RECEIVED

MAR 28 2019

TARRYTOWN VILLAGE CLERK

BRIAN C. SMITH
Mayor

Trustees

MARK GILLILAND
LAURENCE LONKY

CONSTANCE M. KRIEB
JANICE V. SILVERBERG

LAWRENCE S. SCHOPFER
Village Administrator

BRENDA M. JESBINK
Village Clerk-Treasurer

MARIANNE STECICH
Village Attorney

March 25, 2019

Ms. Carol A. Booth
Village Clerk
Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591

Dear Carol:

Please find enclosed a draft of a Local Law being considered by the Village Board of Trustees at their April 1, 2019 meeting. This Local Law seeks to amend the Irvington Zoning Code to permit short-term rentals.

If you have any questions or concerns, please feel free to contact our Village Administrator, Larry Schopfer at (914) 591-4358 or lschopfer@irvingtonny.gov.

Sincerely,

Karen A. Buccheri
Secretary to the Village Administrator

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DRAFT

RECEIVED

LOCAL LAW ____ OF 2019

MAR 28 2019

**AMENDING THE IRVINGTON ZONING CODE
TO PERMIT SHORT-TERM RENTALS**

TARRYTOWN VILLAGE CLERK

(March 14, 2019)

Be it enacted by the Board of Trustees of the Village of Irvington that the Zoning Code is amended as follows:

Section 1: Section 224-3 (Definitions) is hereby amended by adding the following definition:

SHORT-TERM RENTAL - Rental of a whole or partial dwelling unit to visitors for dwelling, sleeping or lodging, for a period of no less than 24 hours or more than 30 consecutive days. The term "short-term rental" does not include bed-and-breakfast establishments, as permitted by §§ 224-8.D(7) and 224-36.B.

SHORT-TERM RENTAL UNIT – The portion of the dwelling unit rented out for short-term rental.

Section 2: Section 224-8 (One-Family Residence Districts, Use Regulations) is hereby amended by adding the following new accessory use to subsection B:

(11) Short-term rentals in accordance with Article XXXII of the Zoning Code.

Section 3: Subsection 224-8.B(11) is hereby redesignated as 224.8.B(12).

Section 4: Section 224-36.A (Business District, Use Regulations) is hereby amended by adding the following new use:

(19) In one-family, two-family and other dwelling units, short-term rentals in accordance with Article XXXII of the Zoning Code.

Section 5: Subsection 224-36.A (19) and (20) are hereby redesignated as 224-36.A (20) and (21), respectively.

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Section 6: The Zoning Code of the Village of Irvington is hereby amended by adding the following new article regulating Short-Term Rentals:

ARTICLE XXXII

Short-Term Rentals

§ 224-205. Purposes.

The purposes of this Article are to:

- A. Legalize and regulate short-term rentals in the Village of Irvington and assure that short-term rental units meet applicable health, fire and safety standards.
- B. Preserve the residential character of the Village.
- C. Provide economic support for Village residents who would benefit from rental income.
- D. Provide lodging for visitors to the Village and encourage tourism in the Village.

§ 224-206. Registration required.

No short-term rental is permitted to be established, maintained, operated or advertised unless it complies with the requirements of this Article and until it is registered in accordance with this Article.

§ 224-207. Requirements for short-term rental registration. A short-term rental (STR) unit may be registered only if the following requirements are met:

- A. The dwelling unit in which the STR unit is located shall remain a single dwelling unit with housekeeping facilities in common, and may be rented to not more than one family, as defined in § 224-3.
- B. The dwelling in which the STR unit is located must be the primary residence of the person renting out the STR unit.
- C. The dwelling unit in which the STR unit is located must have been in

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existence in its present size for at least five years prior to the initial application for registration.

- D. The dwelling, including the STR unit, must be in compliance with the Village Zoning Code, the New York State Uniform Fire Prevention and Building Code, and the Property Maintenance Code of New York State.
- E. For one-family (attached and detached) and two-family dwellings, no exterior changes, including exterior lighting, shall be made to the dwelling that would alter the one- or two-family character and appearance of the residence.
- F. No sign other than a sign permitted by § 224-192.A(3) shall be allowed.
- G. A short-term rental is not permitted on the same lot as an accessory apartment.
- H. No more than 50 short-term rentals may be registered at any one time throughout the Village. The limit on the number of STRs registered may not be varied by the Zoning Board of Appeals.

§ 224-208. Requirements for operating the short-term rental.

- A. The maximum number of days a dwelling or part of dwelling may be rented out as a short-term rental is 180 days per year.
- B. A short-term rental may not be used to host parties or other gatherings or events at the dwelling.
- C. A written notice on a form to be provided by the Village, which contains information about relevant Village parking laws, garbage and recycling rules and schedules, and snow removal, and identifies the party(ies) responsible for responding to complaints about the STR, shall be completed and left at a conspicuous location inside the STR unit and maintained at such location by the operator of the STR and displayed at all times.
- D. While a short-term rental unit is rented, the owner or lessee of the dwelling unit shall be responsible and available during the entire time of rental, for the purpose of responding within 30 minutes to complaints regarding the condition, operation, or conduct of occupants and or guests of the short-term rental unit. If the owner or lessee is not available, (s)he must

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designate a person who will be so responsible. Prior to the beginning of any short-term rental period, the name(s) and telephone number(s) of the responsible party(ies) must be provided on the written notice required by paragraph C above.

- E. Any person renting out a STR shall use best efforts to insure that the occupants and/or guests of the STR do not create unreasonable noise or disturbance, engage in disorderly conduct, violate any provision of the Irvington Code, or violate any law pertaining to disorderly conduct, the consumption of alcohol, or the use of illegal drugs.
- F. A person renting out a STR, upon receiving notification that an occupant or tenant of his/her STR unit has created unreasonable noise or disturbance, engaged in disorderly conduct, or committed violations of the Irvington Code or any applicable law, shall respond within 30 minutes of the time the initial call was made, and shall take corrective action to address any violation and use best efforts to prevent the recurrence of such conduct.
- G. A dwelling with a STR unit is subject to periodic inspections by the Building Department and Fire Inspector to ensure continued compliance with all applicable codes.
- H. The person renting out the STR shall maintain a record of the number of guests and the beginning and ending dates of each short-term rental. Such record shall be submitted to the Building Department along with the application to renew the STR registration.

§ 224-209. Registration procedure.

- A. The owner or lessee of the dwelling must file a registration form with the Village Building Department containing an affidavit demonstrating compliance with § 224-207.A through G above. The registration form must be accompanied by the non-refundable fee provided in Chapter 114.
- B. The Building Inspector shall conduct a physical inspection of the proposed STR unit and the dwelling in which it is located. Registration shall not be permitted unless the Building Inspector finds that the STR complies with § 224-207.A through H above.
- C. Registration of the STR will not be permitted if there are unresolved Code compliance issues, outstanding Village fines or fees, or unpaid taxes.

- D. Registration of the STR must be renewed annually, on the same terms and subject to the same fee as the initial registration.
- E. The registration shall expire automatically upon a change in ownership of the dwelling in which the STR is located.
- F. All persons who operate or advertise short-term rentals shall register the STR within 45 days of the date this local law is adopted. If the STR is not registered within 45 days, the person operating the STR shall be deemed in violation of this Article.
- G. Short-term rentals are subject to any intervening changes in the Zoning Code, the New York State Uniform Fire Prevention and Building Code, and the Property Maintenance Code of New York State, including discontinuing them as a permitted use. Renewal of registration shall be denied if short-term rentals are no longer a permitted use or if the short-term rental no longer qualifies under the requirements of this Article.

§ 224-210. Enforcement.

- A. Violations. Any person who rents out or offers to rent out his or her premises as a short-term rental without first registering it in accordance with this Article, or who violates any other provision of this Article, shall be in violation of this Article. The fine for a first violation shall be \$500. The fine for a second violation shall be \$1000. Violations shall be enforced as provided in § 95-12 of the Code of the Village of Irvington.
- B. Presumptive evidence. The presence or existence of the following shall create a rebuttable presumption that a property is being utilized as a short-term rental:
 - (1) The property is offered for lease or rent on a short-term rental website, including but not limited to Airbnb, HomeAway, VRBO and similar websites.
 - (2) The property is offered for lease or rent by the use of any other advertising mechanism for a period of less than 30 days.
- C. Revocation of registration. In addition to any penalties provided in § 224-10.A, the Board of Trustees may revoke the registration of any short-term rental if:

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- (1) It finds the STR to be in material breach of the requirements of this Article, or
- (2) The operator of the STR is found guilty of two violations of this Article.

D. Procedure for revocation.

- (1) If a person is found guilty of two violations of this Article, or if the Board of Trustees believes that there may be a material breach of the requirements of this Article, it shall hold a public hearing on the violations.
- (2) Notice of the hearing shall be given to the operator of the short-term rental at least 15 days before the date of the hearing.
- (3) In addition, notice of the hearing shall be published in the official newspaper of the Village at least 10 days before the date of the hearing.
- (4) The decision of the Board of Trustees on revocation of the registration shall be by resolution. The decision of the Board of Trustees shall be final.

Section 7: Chapter 114 (Fees) is hereby amended by adding the following:

224-209	Short-term rental registration	\$ 250
224-209	Short-term rental registration renewal	\$ 150

Section 8: All ordinances, local laws, and parts thereof inconsistent with this local law are hereby repealed.

Section 9: This local law shall take effect immediately upon filing in the office of the New York Secretary of State.

Chapter 224. Zoning

Article XXXI. Accessory Apartments

[Added 3-7-2016 by L.L. No. 1-2016]

§ 224-200.1. Purposes.

The purposes of this article are to:

- A. Legalize and control accessory apartments in one-family dwellings in the Village of Irvington and to assure that accessory dwelling units meet applicable health, fire and safety standards.
- B. Create small rental housing units without increasing building density, by utilizing existing housing stock and resources.
- C. Provide economic support for resident individuals and families, particularly homeowners who would benefit from rental income and those of moderate means, for whom there are limited housing options in the Village.
- D. Encourage diversity in the population of Irvington.
- E. Promote the health, safety and welfare of the residents of the Village of Irvington.

§ 224-201. Requirements for special permits for accessory apartments.

No special permit for an accessory apartment pursuant to §§ 224-8D, 224-15A, 224-17A, and 224-36A(15) shall be authorized by the Planning Board unless the Planning Board finds that all of the following requirements are met:

- A. The accessory apartment must be in a one-family dwelling in compliance with this Zoning Code.
- B. The accessory apartment must be located in the principal building or in a permitted accessory building.

[Amended 5-21-2018 by L.L. No. 7-2018]

- C. The owner of the single-family residence must occupy either the principal dwelling or the accessory apartment as a principal residence.
- D. An accessory apartment shall not include more than two bedrooms.
- E. The single-family residence for which the accessory apartment special permit is sought must have been in existence in its present size for at least five years prior to the application for the special permit.
- F. No exterior changes shall be made to the building in which the accessory apartment is located that, in the opinion of the Planning Board, would alter the single-family character and appearance of the residence.
- G. The accessory apartment shall not adversely affect the character of the neighborhood in which it is located. In applying this requirement, the Planning Board shall consider the effect of the proposed accessory apartment on parking, traffic, noise, congestion, appearance and any other factor that the Planning Board deems relevant to the character of the neighborhood. The Planning

Board may refuse to issue a special permit if it finds that the number of such approved apartments in the neighborhood, including the one proposed, will adversely affect the character of the neighborhood.

H. The accessory apartment must comply with the New York State Uniform Fire Prevention and Building Code, including all requirements for a dwelling unit.

I. No violations of the Irvington Code shall exist at the time of application for an accessory apartment special permit.

J. No more than 50 accessory apartment special permits may be in existence at any one time. The limit on the number of accessory apartment special permits may not be varied by the Zoning Board of Appeals.

§ 224-202. Procedure for special permits for accessory apartments.

In addition to the procedures set forth in § 224-8F, the following requirements must be met for a special permit for an accessory apartment:

A. Notwithstanding § 224-8F(2), an applicant for a special permit for an accessory apartment shall provide:

(1) An affidavit stating compliance with Subsections C and E of § 224-201.

(2) A site plan prepared by a licensed professional indicating existing buildings, walkways, and the location of existing and proposed off-street parking.

(3) A plan prepared by a licensed professional of:

(a) The proposed accessory apartment; and

(b) Any portion of the building in which it is to be located necessary to demonstrate compliance with the New York State Uniform Fire Prevention and Building Code.

B. The Building Inspector shall conduct a physical inspection of the proposed accessory apartment and the building in which it is located and report the results to the Planning Board.

C. In granting a special permit for an accessory apartment, the Planning Board shall have the authority to impose such reasonable restrictions and conditions as are consistent with the purposes of this article.

§ 224-203. Expiration; renewal.

A. An accessory apartment special permit shall be issued for a period of not more than three years and may be renewed by application to the Planning Board. Prior to renewal of the special permit, the Building Inspector shall inspect the accessory apartment and determine that all requirements of this article are met. The Planning Board shall conduct a public hearing on the same notice as that required by § 224-8F.

B. An accessory apartment special permit shall expire automatically upon change of ownership of the building or when the owner ceases to occupy the residence. In such event, the tenant of the accessory apartment shall be permitted to remain in the apartment for 90 days, if the owner of the residence so consents, unless the Planning Board approves an additional extension of time.

C. In the event that a residence with a valid accessory apartment special permit is sold or transferred, the new owner may, within 90 days from the taking of title, apply for an accessory apartment special permit. The new owner must meet all the requirements set forth in § 224-201 in order to obtain a permit. If an application is submitted within the ninety-day period, the new owner shall not be deemed in violation of this article as long as the application is pending, notwithstanding the fact that the previous accessory apartment special permit expired. Should a new owner maintain

an accessory apartment but fail to apply for a special permit within 90 days from the taking of title, the new owner shall be deemed in violation of this article.

§ 224-204. Penalties for offenses.

A. Any owner who allows occupancy of an accessory apartment in violation of any provision of this article or any condition imposed by the Planning Board in granting the special permit shall be subject to the revocation of the accessory apartment special permit by the Planning Board.

B. In addition to the foregoing, any building owner who fails to obtain an accessory apartment special permit or who allows occupancy of an accessory apartment in violation of this article or any condition imposed by the Planning Board in granting the special permit shall be guilty of an offense punishable by a fine of not less than \$2,000. Each month's continued violation shall constitute a separate additional violation.



99 Sunnyside Boulevard, Suite 100
Woodbury, New York 11797
Phone: 516.364.0660 | Fax: 516.364.0668

37-18 Northern Boulevard, Suite 525
Long Island City, NY 11101
Phone: 718.942.3320

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April 2, 2019

Mr. Richard Slingerland
Village Administrator
Village of Tarrytown
One Depot Road
Tarrytown, New York 10591

RE: Proposal for Additional Construction Support Services and SWPPP Inspections River Walk Extension, Village of Tarrytown, NY

Dear Mr. Slingerland:

As you have requested, B. Thayer Associates shall provide Additional Construction Support Services (CSS) for the River Walk Extension Project construction with up to two (2) site visits and construction meetings per week for April 1 to May 1 and August 30 to November 1, 2019.

In addition, we shall also provide an Erosion and Sediment Control (E&SC) Qualified Inspector to perform required SWPPP site inspections once every seven (7) calendar days at locations where soil disturbance activities are on-going during the River Walk Extension Project construction and during Shoreline Restoration Project construction during the period April 1, 2019 – November 1, 2019. As required in the SWPPP our inspector shall maintain the Inspection Report Logbook at the site with a Monthly Summary Report of SWPPP site inspection activities for both projects.

Our scope of work and Level of effort assume that the Village will perform any required Qualified Inspections within twenty-four (24) hours of a storm event with at least one-half inch (1/2") of precipitation or more during the construction period of April 1, 2019 to November 1, 2019. This work, although not included in BTA's scope of work can be requested for an additional fee.

Add Services Fee – Not-to-Exceed Cost:

Task 1: CSS up to two (2) site visits per week during River Walk Extension Construction	\$16,900.00
Task 2: Weekly SWPPP Qualified Inspections during River Walk Extension Construction	\$5,950.00
Task 3: SWPPP Qualified Inspections during Shoreline Restoration Construction	\$14,000.00
Direct Expenses	\$ 1,800.00
Total (NTE)	\$38,650.00

Limiting Assumptions:

1. Twenty-seven (27) CSS site visits from April 1 to May 1 and August 30 to November 1. Additional CSS visits can be provided for an additional fee to cover the Shoreline Restoration Construction.
2. Fourteen (14) Qualified Inspections for SWPPP from April 1 - May 1 and Sept 1 to Nov 1. Additional Qualified Inspections can be provided for an additional fee.
3. Seventeen (17) Qualified Inspections for SWPPP from May 1 - Aug 31. Additional Qualified Inspections can be provided for an additional fee.
4. Rain Event Qualified Inspections are not included and are assumed to be completed as need by the Village Engineer, but if requested can be provided for an additional fee.



99 Sunnyside Boulevard, Suite 100
Woodbury, New York 11797
Phone: 516.364.0660 | Fax: 516.364.0668

37-18 Northern Boulevard, Suite 525
Long Island City, NY 11101
Phone: 718.942.3320

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5. All fees to Village/State shall be paid directly by the Owner.

Note: Our current Contract and Budget covers the following items.

- Project Kick off meeting with the Contractor
- Review and response to Contractor RFIs
- 3 field visits/site meetings and coordination
- Review, logging, tracking and approval of shop drawing submittals
- Approval request review for manufacturers, suppliers, and materials for construction
- Design Change Order preparation
- Assistance with contractor/agency negotiations, evaluation of substitutions and change requests
- Document interpretation and clarification as required
- Witnessing of field tests, technical consultations during field testing, and construction liaison services
- Tagging plants at the nursery
- Approval of plants upon site delivery, approval of layout of planting areas and approval of final planting installation
- Final punch list verification inspection for project sign off is covered under the current budget.
- Review of As-Built Plans provided by Contractor.

Your consideration of our request to meet your needs and goals is greatly appreciated. We are committed to providing B. Thayer Associates' experience, expertise, and excellence for successfully executing this project. Should you have any questions please feel free to call anytime at 516-364-0660 x106.

Client:

Village of Tarrytown

Richard Slingerland, Village
Administrator

B. Thayer Associates



Curtis F. Velsor, RLA, LLA, ISA
Senior Landscape Architect

Date:

Date: 4/02/2019

PROFESSIONAL SERVICES TERMS AND CONDITIONS

Page 1 of 2

The following Terms and Conditions are attached to and form part of the Proposal for Professional Services to be performed by Barbara Thayer, P.E., Arch., Landscape Architecture, L.S., D.P.C. (BTA) and together the Proposal and the Terms and Conditions constitute the AGREEMENT.

DESCRIPTION OF WORK: BTA shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and BTA. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT. In the event any of the terms of this AGREEMENT conflict or are inconsistent with any other agreement or contract relating to the Project that CLIENT and BTA enter into simultaneously with this AGREEMENT, the terms of this AGREEMENT shall govern and control.

COMPENSATION: Payment is due to BTA upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle BTA, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5% per month (18% per annum) or the maximum rate of interest permitted by law. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. In addition to any other remedy available to BTA pursuant to this AGREEMENT or otherwise, in the event that CLIENT fails to timely make payment of any sum due under this AGREEMENT, CLIENT shall be liable to BTA for any and all collection costs and expenses BTA incurs (including, but not limited to, reasonable attorneys' fees) in collecting the sums due.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party either by hand delivery, reputable overnight courier (such as Federal Express) or certified mail, return receipt requested.

TERMINATION: Either party may terminate the AGREEMENT without cause upon ten (10) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. On termination by either party without cause, the CLIENT shall forthwith pay BTA all fees and charges for the SERVICES provided to the effective date of termination, plus, in the event CLIENT terminates the Agreement without cause, all direct costs incurred by BTA as a result of the termination and BTA's lost overhead and profit on the Services not performed as a result of the termination.

ENVIRONMENTAL: Except as specifically described in the Scope of Services, BTA's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, BTA will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed (the "Standard of Care"). In addition to any other limitation of liability set forth in the Agreement or provided by law, so long as BTA complies with the Standard of Care, (i) BTA shall not be liable or responsible for any mistakes, errors or omissions in the performance of the SERVICES and/or in any instruments of service prepared by BTA and (ii) any such mistake, error or omission shall not be deemed a breach of this AGREEMENT.

LIMITATION OF LIABILITY: The CLIENT releases BTA from any liability and shall to the fullest extent permitted by law, defend, indemnify and hold BTA harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole gross negligence or willful misconduct of BTA. It is further agreed that the total aggregate amount for which BTA may be liable on all claims the CLIENT may have against BTA under the AGREEMENT and in connection with SERVICES, including but not limited to all claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of professional fees paid to BTA for the SERVICES or five hundred thousand dollars (\$500,000). No claim may be brought against BTA more than one (1) year after the cause of action arose. As the CLIENT's sole and exclusive remedy under these Terms and Conditions any claim, demand or suit shall be directed and/or asserted only against BTA and not against any of BTA's employees, officers or directors. Notwithstanding anything in the AGREEMENT to the contrary, CLIENT hereby waives any and all claims for consequential damages arising out of and/or related to the Agreement and/or the Services.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

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INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, BTA knowingly encounters any such substances, BTA shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against BTA, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees that to the fullest extent permitted by law, it shall indemnify and hold BTA harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of BTA. BTA and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf BTA in connection with the PROJECT are instruments of service for the execution of the PROJECT. BTA retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of BTA. In the event BTA's documents are subsequently reused or modified in any material respect without the prior consent of BTA, the CLIENT agrees to defend, hold harmless and indemnify BTA from any claims advanced on account of said reuse or modification. BTA cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall, to the fullest extent permitted by law, release, indemnify and hold BTA, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of BTA, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without BTA's written consent. In the event CLIENT terminates the Agreement or breaches any of the terms of the Agreement, BTA reserve the absolute right, in its sole discretion, to revoke any and all licenses and permissions with respect to BTA's instruments of service (including, but not limited to, any license or permission for CLIENT to use any of BTA's instruments of service).

FIELD SERVICES: BTA shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. BTA shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

DISPUTE RESOLUTION: Any and all claims and/or disputes arising out of the AGREEMENT and/or the SERVICES shall be subject to litigation in the Supreme Court of the State of New York, County of Nassau

ASSIGNMENT: The CLIENT and BTA shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under the AGREEMENT or any part hereof.

GENERAL TERMS: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and BTA. Each provision of this AGREEMENT (including the Terms and Conditions) shall be deemed drafted equally by CLIENT and BTA. This AGREEMENT constitutes the entire agreement of the parties with reference to the subject matter herein. This AGREEMENT may not be amended, modified or abrogated except in writing subscribed by the parties. This AGREEMENT shall be binding upon the parties hereto, their heirs, personal representatives, administrators, trustees, executors, successors, subsidiaries, affiliates and assigns



Village of Tarrytown
Tarrytown, New York 10591

RFP Patriots Park – Road Widening

ADVERTISEMENT AND NOTICE TO BIDDERS

The Village of Tarrytown is soliciting Requests for Proposals (RFP's) for the "Road Widening" located at Patriots Park on North Broadway in the Village of Tarrytown.

Proposals will be received at the Office of the Village Clerk, Tarrytown Village Hall, One Depot Plaza, Tarrytown New York 10591, **until 10:00 a.m. on Tuesday, March 19, 2019** at which time they will be opened. A mandatory site visit is scheduled for Monday, March 8, 2019.

The "Request for Proposal" is available as of March 4, 2019 and may be obtained in the Building Department, One Depot Plaza, Tarrytown, New York 10591. (914-631-3668)

The Village of Tarrytown is an Equal Opportunity Employer. The firm shall comply with all Federal, State and Local hiring practices. All proposals must use the current prevailing rates and wages in effect, certified payrolls will be required. (www.labor.ny.gov).

The Village of Tarrytown reserves the right to accept or reject any or all proposals, or portions of a proposal, if deemed in the best interest of the Village of Tarrytown.

Anthony Ross, Parks Foreman
Village of Tarrytown
aross@tarrytowngov.com
(c) 914-598-7115

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LOCAL LAW ____ - 2019

A local law to amend Chapter 259 of the Code of the Village of Tarrytown entitled Streets and Sidewalks, Article XVI, to regulate the use of bicycles on sidewalks within the Village.

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

Section 2. Chapter 259, Sections 51 and 52 shall be amended to read as follows:

§ 259-51. Definitions.

As used in this article, the following terms shall have the meanings indicated:

BICYCLE— Every two or three wheeled device upon which a person or persons may ride, propelled by human power, or with electric or other assisted power, through a belt, a chain or gears, with such wheels in a tandem or tricycle, except that it shall not include such a device having solid tires and intended for use only on a sidewalk by pre-teenage children.

IN-LINE SKATES — Shoes, skates or footwear with a single row of wheels.

ROLLER SKATES — Shoes, skates or footwear with two or more rows of roller wheels.

SKATEBOARD — A narrow board of wood, plastic, fiberglass or similar material with roller-skate or other type of wheels attached to each end and used for gliding or moving on any hard surfaces, without a mechanism or other device for steering while being used, operated or ridden.

§ 259-52. Unlawful activities.

The operation of bicycles on roads is allowed pursuant to New York State Vehicle and Traffic Law. However, no person shall use or operate a **bicycle**, skateboard, in-line skates, or roller skates upon any public streets (including the entire paved and improved surfaces thereof, including gutter areas, from curb-to-curb, where curbs exist), ~~sidewalks~~ or on any public lands within the Village of Tarrytown **in the following ways:**

- A. In a careless manner without due caution and circumspection;
 - B. While endangering, or in any manner to create a risk or danger to, any person or property;
- or

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- C. In any manner to impede or interfere intentionally with pedestrian or vehicular traffic.

§ 259-52.2. Restricted Operation on Sidewalks.

No person shall use or operate a bicycle, skateboard, in-line skates, or roller skates upon any of the below listed public sidewalks within the Village of Tarrytown except minors 12 ~~10~~-years of age or younger or disabled persons who cannot walk, at slow speeds that do not constitute a hazard for pedestrians on the sidewalks, on the following streets;

- a. Altamont Avenue
- b. Broadway, South- from Franklin Street to Main Street
- c. Broadway, North- from Main Street to Cobb Lane.
- d. Franklin Street
- e. John Street
- f. Kaldenberg Place
- g. Main Street, from Broadway to Depot Plaza
- h. McKeel Avenue
- i. Neperan Road
- j. Washington Street, North
- k. Washington Street, South
- l. White Street

Section 3: Supersession of other laws.

All laws, ordinances, rules and regulations of the Village are modified and superseded by this article with respect to their application to parking and enforcement.

Section 4: Severability

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

Section 5: Effective Date

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

VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

To: Village Administrator Slingerland
From: Carol A. Booth, Village Clerk
Subject: Fire Department Membership Changes
Date: April 22, 2019

Fire Department Membership Changes

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby approve the following Fire Department membership changes recommended at the January 15, 2019 Board of Fire Wardens meeting: Membership Changes: Scott Weaver Jr. has transferred from Hope Hose Fire Company to Riverside Hose Fire Company.



Hope Hose Co., No. 1, Inc.

TARRYTOWN, NEW YORK

50 Main Street, P.O. Box 71

(914) 631-8908

INCORPORATED
March 7, 1957
MEETING
Second Tuesday
Each Month

Wednesday, April 03, 2019

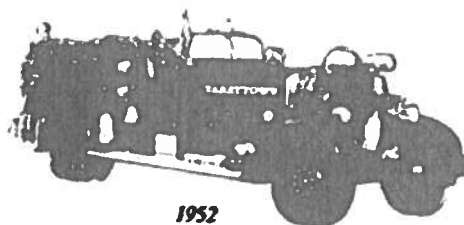
To: The Board of Fire Wardens:

Subject: Member transfer.

This letter is to inform you that active member Mr. Scott Weaver Jr. has requested a transfer from Hope Hose Co., No. 1 to Riverside Hose Co., Engine 80. All his debts to Hope Hose Co., No. 1 have been paid in full and he is hereby released from active membership in Hope Hose Co., No. 1 forthwith.

Yours, truly:

William J. Maher
Company Secretary



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OWNERS OF THE LAST AHRENS FOX PISTON PUMPER