

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:15 P.M.
WEDNESDAY, AUGUST 14, 2019
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Board of Trustees Concerns

Discussion – Village Engineer Dan Pennella

Open Session

1. Flood Insurance Rate Map – Letters of Map Revisions
2. IMA – Library
3. Fee for Peddlers/Vendors
4. Auction of Surplus Equipment and Vehicle
5. Go Orange – Feeding Westchester
6. Backyard Chickens
7. ARB Law Review
8. Station Area Overlay Zone
9. Village Code Amendment – No U-Turns – Main Street
10. Village Code Amendment – Speed Limits on Certain Streets
11. Green Landscaping Licensing – Annual Reports
12. Village Code Amendment – Parking Prohibition – Riverview Avenue (by Footbridge)
13. Toll Brothers – Acceptance of 3 Open Space Parcels; Lot 10 Trail & Access Easement
14. Village to Administer Funds between Westchester Community Foundation and Rivertowns Village Green
15. Grant Contract Authorization – DEC Estuary Grant
16. Award of Alternate Bid for Tarrytown Shoreline Stabilization
17. Discussion – Patriots Park Improvements
18. H-Bridge – DOT Ordered Repair Work
19. Discussion – Natural Landscaping for RiverWalk
20. Pool Rules
21. Village Mowing on Private Frontages
22. Information Only – EAF for 27 South Depot Plaza Rezoning
23. Fire Department Membership Changes

Executive Session

- A. Police Department Vacancy
- B. CitiBank Update
- C. Superintendent of Public Works

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LIBRARY AGREEMENT BETWEEN
THE VILLAGE OF TARRYTOWN AND THE VILLAGE OF SLEEPY HOLLOW

AGREEMENT made this 25th day of March 2014 by and between the VILLAGE OF TARRYTOWN, a Municipal Corporation of the State of New York, and the VILLAGE OF SLEEPY HOLLOW, a Municipal Corporation of the State of New York.

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

<u>Fiscal Year</u>	<u>Sleepy Hollow Share</u>	<u>Tarrytown Share</u>
2014/2015	46.68%	53.32%
2015/2016	46.68%	53.32%
2016/2017	46.68%	53.32%
2017/2018	46.68%	53.32%
2018/2019	46.68%	53.32%

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4. For each fiscal year (June 1 – May 31), Sleepy Hollow shall pay to Tarrytown Sleepy Hollow's share of the costs of the Library for that year in twelve equal installments. Each such payment shall be made no later than the first day of the month.

5. Not later than January 30 of each year, Tarrytown and Sleepy Hollow shall simultaneously be provided with a copy of the proposed Library budget for the following fiscal year (June 1 – May 31).

6. There shall be created a Warner Library Budget Board (WLBB), which shall be comprised of three members of the Board of Trustees from Tarrytown and three members of the Board of Trustees from Sleepy Hollow. The WLBB shall meet with the representatives from the Warner Library (Board of Directors and/or library staff) to review and approve a budget for the Warner Library, which budget shall be included in the Village of Tarrytown budget for the upcoming fiscal year. There shall be at least one meeting between the WLBB and the budget representatives from the Warner Library. Each member of the WLBB shall have one vote when approving the budget for the Warner Library. The vote of the WLBB shall be final in the case of the library budget and in no case shall either Village provide additional funds for the operation of the library beyond that which is approved by the WLBB. Should the vote on the budget end in a tie, then the budget to be included in the Village of Tarrytown budget for the upcoming fiscal year shall be the budget approved in the current fiscal year, increased as follows:

- For the full-time staff – the percentage salary increase included in the CSEA agreement for that fiscal year. Should there be no successor agreement, then the increase for full-time staff shall be the tax levy cap percentage established by the New York State Comptroller's Office for the Village of Tarrytown or the Village of Sleepy Hollow, whichever is lower, for the fiscal year for which the library budget is being developed.
- For all other budget lines – the tax levy cap percentage established by the New York State Comptroller's Office for the Village of Tarrytown or the Village of Sleepy Hollow, whichever is lower, for the fiscal year for which the library budget is being developed.

7. If, through any Act of God, emergency, or unforeseen event beyond the control of the Library Trustees, a deficit is incurred in the costs of operating the Library, the Village of Sleepy Hollow shall have the right of prior approval to pay its pro rata share of such deficit, as specified in Paragraph 3 above for the fiscal year in which such Act of God, emergency, or unforeseen event occurs.

8. The parties to this agreement further agree that it is their mutual responsibility to their respective constituents to minimize any such deficits. Therefore, it is mutually agreed by and between the parties that Tarrytown and Sleepy Hollow shall simultaneously be provided with the monthly financial reports of the Library. Within thirty (30) days after receipt of any such report in which, as a result of any such Act of God, emergency, or unforeseen event, a deficit is projected, the parties hereto are

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

9. The Village of Sleepy Hollow shall have the right to review and audit the books of the Warner Library. Any cost associated with such a review and audit shall be the responsibility of the Village of Sleepy Hollow. The Village of Sleepy Hollow shall provide to the Village of Tarrytown all copies of reports and/or work papers developed as part of the review and audit of the books of the Warner Library.

10. The Village Administrator for the Village of Tarrytown shall provide the Village Administrator for the Village of Sleepy Hollow a copy of the demands submitted by the C.S.E.A., which is the union that represents the full-time non-management employees. The Village Administrator for Sleepy Hollow shall provide, in writing, within one (1) week of receipt of the demands, recommendations concerning the demands that impact upon costs incurred by the Warner Library.

11. At all times during the term of this agreement, three of the members of the Board of Trustees of the Library shall be selected by the Board of Trustees of Sleepy Hollow and four of the members of the Board of Trustees of the Library shall be selected by the Board of Trustees of Tarrytown. Each appointment to the Library Board of Trustees shall be for a term of five (5) years, in accordance with the provisions of the Education Law.

12. During the term of this agreement, the Board of Trustees of the Warner Library shall maintain on-going fundraising efforts. The funds generated from such efforts shall be used for the benefit of the patrons of the Warner Library, as determined by the Board of Trustees of the Warner Library.

13. Should a problem arise in which Sleepy Hollow and Tarrytown cannot reach a mutually satisfactory resolution in regards to the provisions of this agreement or the renewal of this agreement, third party arbitration will be exercised through the American Arbitration Association. The costs for such Arbitration will be a split 50/50 between Sleepy Hollow and Tarrytown.

14. One year prior to the expiration of this agreement, representatives for each Village shall convene for the purpose of establishing the terms and conditions for renewal of the Agreement. Should agreement be reached on a renewal Agreement, it will be subject to authorization from both Village Boards.

15. The term of this agreement shall be from June 1, 2014 and shall remain in effect up to and including May 31, 2019.

Signature page on page 4.

VILLAGE OF TARRYTOWN

BY:


Drew Fixell, Mayor

VILLAGE OF SLEEPY HOLLOW

BY:


Kenneth Wray, Mayor

Carol Booth

From: Carol Booth
Sent: Tuesday, July 23, 2019 2:58 PM
To: Richard Slingerland; Joshua Ringel
Cc: John Barbelet; Gregory Budnar
Subject: Peddling/Soliciting Amended Fee

I believe amending the master fee schedule regarding peddling and soliciting will be on the August work session agenda.

The current Peddling/Soliciting permit fees are:

Resident: \$150.00 annual - \$100.00 semi-annual

Non-Resident: \$250.00 annual - \$200.00 semi-annual

I suggest we no longer offer a semi-annual fee or resident/non-resident fee. (90% (if not more) of applications are non-resident applications)

I suggest to amend the fee schedule as follows:

\$125.00 annual – 1 – 5 people

\$250.00 annual – 6 – 10 people

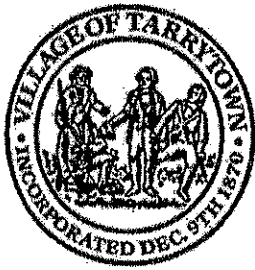
\$375.00 annual – 11 – 15 people

(I don't think we should exceed 15 people/permit. If there are more than 15, I would suggest a second permit application.)

Let me know your thoughts. Thank you.

Best Regards,

Carol A. Booth
Village Clerk
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591
914-631-1652
fax: 914-631-8770
cbooth@tarrytowngov.com



Tarrytown Fire Department

Chief: PATRICK DERIVAN SR.
First Assistant: BRYAN MEADE
Second Assistant: KELLY MURPHY

www.tarrytownfd.org

Secretary
KELLY MURPHY
Treasurer
DOMENIC MORABITO

August 7, 2019

Richard Slingerland
Village Administrator
1 Depot Plaza
Tarrytown, NY 10591

Dear Mr. Slingerland,

The Tarrytown Fire Department would like the following vehicle in our fleet to be surplussed;

2007 Chevrolet Tahoe
VIN#: 1GNFK13097R204279
Mileage: 109579

The reason is that the former DPW Mechanic had advised us that the vehicle is becoming more worn out and would cost more money to keep up the maintenance and repairs to it in order for it to continue to run safely.

Thank you,

Patrick Derivan

Patrick Derivan
Chief Engineer -- Tarrytown FD

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Kathy Deufemia

From: Richard Slingerland
Sent: Thursday, July 18, 2019 12:58 PM
To: Howard Wessells; Dan Pennella; Joe Arduino; Kathy Deufemia
Cc: Drew Fixell (external)
Subject: FW: A Call To Action -- Go Orange!

September 12th -- Go Orange Day to support Feeding Westchester which helps food pantries across our region.

I'll put a resolution on the next agenda, and we can plan for the lights again for September 12th.

Rich

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

From: Drew Fixell <drew.fixell@gmail.com>
Sent: Wednesday, July 17, 2019 11:09 PM
To: Jenna Russo <jrusso@feedingwestchester.org>
Subject: Re: A Call To Action -- Go Orange!

Hi Jenna,

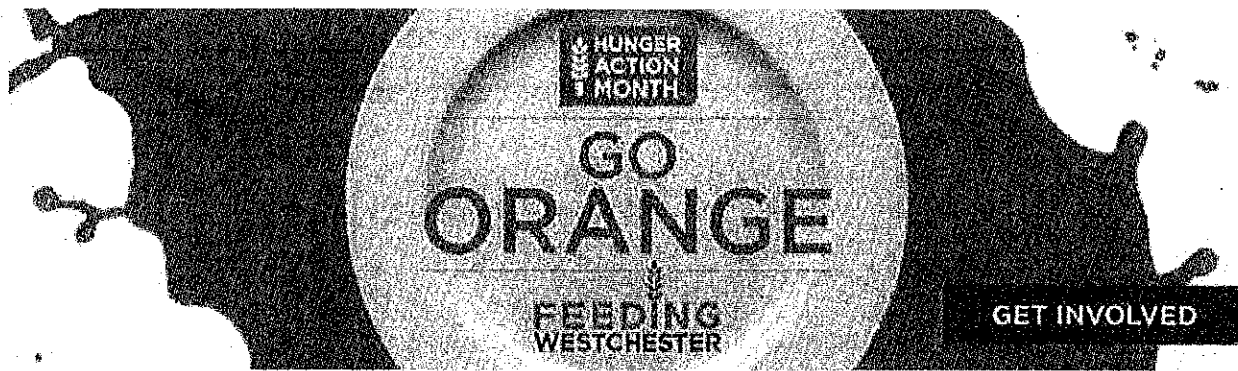
I'll forward your email to our administrator Richard Slingerland, who is the point person for activities/events of this nature. I sure we'll be able to participate.

Best regards,

Drew

Drew Fixell
Mayor, Village of Tarrytown

On Jul 17, 2019 4:58 PM, "Jenna Russo" <jrusso@feedingwestchester.org> wrote:



Hello,

Hunger Action Month (September) is the Feeding America network's nationwide awareness driver, designed to mobilize the public to take action on the issue of hunger. This annual, month-long campaign brings attention to the reality of food insecurity in the United States and promotes ways for individuals across the U.S. to get involved in the movement to help end hunger. With the combined efforts of Feeding America, the nationwide network of food banks, local businesses, individuals and community partners, this campaign will raise awareness about hunger and inspire Americans to get involved in September and throughout the rest of the year.

The 2019 campaign theme is "**We can end hunger - one helping at a time.**" On **Hunger Action Day (September 12th)** **we invite everyone to GO ORANGE** to help raise awareness about hunger and encourage individuals to get involved in helping to feed their neighbors. You can light up your building or water fountains orange, plant orange flowers, etc.

Feeding Westchester's mission is to end hunger in Westchester County. As the heart of a network of more than 300 partners, we source and distribute food, and other resources, to towns across Westchester helping to ensure that none of our neighbors are hungry. We feed Westchester here.

Please let me know if you have any questions!

We look forward to hearing back from you!

Regards,

Jenna



FEEDING WESTCHESTER

Jenna Lee Russo

Director of Public Relations

Tel. 914.923-1100 | Cell. 914.469.1474

jrusso@feedingwestchester.org

feedingwestchester.org

200 Clearbrook Road

Elmsford, NY 10523



FEEDING WESTCHESTER



**MILES
FOR
MEALS**

5K WALK & RUN

Sunday, September 22, 2019

Pace University, Pleasantville, NY

www.FeedingWestchester.org/M4M2019

Register a team today to help fight hunger in Westchester County!

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Kathy Deufemia

From: Richard Slingerland
Sent: Tuesday, August 6, 2019 11:41 AM
To: Kathy Deufemia
Subject: FW: [Tarrytown NY] Chickens (Sent by Eric Kaye, ek@erickaye.com)

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

-----Original Message-----

From: cmsmailer@civicplus.com <cmsmailer@civicplus.com>
Sent: Thursday, July 18, 2019 3:25 PM
To: Richard Slingerland <rslingerland@tarrytowngov.com>
Subject: [Tarrytown NY] Chickens (Sent by Eric Kaye, ek@erickaye.com)

Hello rsingerland,

Eric Kaye (ek@erickaye.com) has sent you a message via your contact form
(<https://www.tarrytowngov.com/users/rsingerland/contact>) at Tarrytown NY.

If you don't want to receive such e-mails, you can change your settings at
<https://www.tarrytowngov.com/user/216/edit>.

Message:

Dear Richard,

I live on 126 Deertrack Lane. We're in that section of town with Irvington post office and schools and Tarrytown govt. My neighbor was recently cited for having chickens in his backyard.

It seems that although chickens are allowed in Irvington, they are not in Tarrytown.

As a neighbor, we enjoyed the bounty of fresh eggs, and the children of the neighborhood loved helping to care for them.

As the demand for organic and farm-to-table food continues to increase, the ability to "grow" one's own eggs is becoming increasingly popular.

What would be the process/procedure to go about trying to amend the Tarrytown code to allow chickens?

I realize that much of Tarrytown is a more urban setting than the area of Deertrack Ln, but our neighborhood has a much more rural feel.

Would it be easier to simply allow it in the Deertrack/Cottontail/Whitetail/Pintail Area, which are much more Irvington in feel anyway?

Or would it be possible to bring Tarrytown's domestic animal regulations in line with Irvington's.

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Thank you for your time,
Eric Kaye
126 Deertrack Ln
917-687-0420

Westchester Backy

Municipality	Y/N to Chickens	Limit to Where in the Village/on Property
Village of Pelham	No	N/A
Village of Tarrytown	No	N/A
Village of Rye Brook	No	N/A
Village of Scarsdale	No	N/A
Village of Pelham Manor	No	N/A
Village of Tuckahoe	No	N/A
Village of Bronxville	No	N/A
Town of Mamaroneck	Yes	No
Town of New Castle	Yes	100 feet from any residence situated on an adjacent lot
Village of Dobbs Ferry	Yes	No Limit (other than enclosure)
Village of Hastings on Hudson	Yes	No Limit (other than enclosure)
Village of Irvington	Yes	No Limit (other than enclosure)
Village of Elmsford	Yes	No
Village of Larchmont	Yes	No
Village of Ardsley	Yes	No Limit (other than enclosure)
Village of Croton	Yes	Coop cannot be within 50 ft of any lot line
Village of Sleepy Hollow	Yes	1 Acre or more
Village of Briarcliff Manor	Yes	1 Acre or more
City of New Rochelle	Yes	1 Acre or more
City of Yonkers	Yes	5,000 FT or greater property size
City of Rye	Yes	25 feet from lot line
City of White Plains	Yes	No Limit (other than enclosure)
Village of Pleasantville		
Village of Mamaroneck		

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ard Chicken Survey

Limit on # of Chickens	Roosters Allowed?	Note
N/A	N/A	
N/A	N/A	
N/A	N/A	
N/A	N/A	
N/A	N/A	
N/A	N/A	
N/A	N/A	
No	No	(Not in code, unenforced)
No	No	Must get building permit - extensive zoning law regulating chickens
N/A	N/A	
6	No	(Not in code, unenforced)
No	No	(Not in code, unenforced)
No	No	(Not in code, unenforced)
No	No	Case-by-case, not in code
No	No	
25	No	
No	No	
No	No	
Not Stated	Not Stated	
1 chicken per 1K Sq Ft, Max of 6 chickens	No	
No	Not Stated	
No	Not Stated	

[HISTORY: Adopted by the Board of Trustees of the Village of Irvington as indicated in article histories. Amendments noted where applicable.]

[1] Editor's Note: This chapter, formerly titled "Animals," was renamed 10-1-2018 by L.L. No. 11-2018.

Article I Dogs and Domestic Animals

[Adopted 8-18-1980 by L.L. No. 2-1980]

§ 83-1 Definitions.

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

* AT LARGE

A dog or domestic animal which is not within a fence or tied on a line, either of which must be sufficient to restrain said dog or animal.

DOG

Any male, female or neutered domestic canine, regardless of age.

* DOMESTIC ANIMAL

Any domestic animal as defined by the New York State Agriculture and Markets Law.

OWNER

Any person who owns, harbors or has the care, custody or control of a dog or domestic animal, whether said dog or animal is licensed or unlicensed.

§ 83-2 Restrictions.

- A. No owner or possessor of a dog or domestic animal shall permit such dog or animal to be at large in the Village of Irvington except as provided in § 83-2B.
- B. The owner, possessor or custodian of a dog shall control and restrain such dog by a chain or leash not exceeding eight feet in length, except when such dog is on residential premises with the knowledge and permission of the owner of the premises or when such dog is on nonresidential premises during the hours when such property is closed to the public with the knowledge and permission of the owner of the premises.
- C. No owner or possessor of a dog or domestic animal shall suffer or permit it to soil, defile or commit any nuisance on any commonfare, sidewalk, passageway, bypath, play area, park or any place where the public congregates or walks or upon any lawn, shrubbery or tree on any private property not belonging to the owner or custodian of said dog or animal; provided, however, that for the purpose of this section of this chapter, the above-mentioned restrictions shall not apply to that portion of the street lying between the curblines, which shall be used to curb a dog.
- D. No owner or possessor shall permit the premises, structure or enclosures in which a dog or domestic animal is kept to be unclean or unsanitary as to create a public nuisance.
- E. No owner or possessor of a dog or domestic animal shall permit such animal or dog to be at large and to chase or attack any person peacefully conducting himself in any place where such person may lawfully be or to chase or attack any dog, cat or domestic animal while such animal is in any place it may lawfully be.
- F. No person shall cause or permit one or more dogs or domestic animals owned, controlled or possessed by him to enter or remain upon premises owned by another without license or privilege to do so.

§ 83-3 Penalties for offenses

8/6/2019

Village of Irvington, NY

*Village of Irvington, NY
Tuesday, August 6, 2019*

Chapter 217. Water

Article III. Prevention of Contamination

§ 217-43. Animals or poultry.

No animals or poultry shall be allowed to stand, wade, wallow or swim nor to be washed or watered in any reservoir or any tributary watercourse and no watering place shall be maintained in such a way as to pollute any reservoir or tributary watercourse with excremental matter.

ANNOTATED AGENDA
CITY COUNCIL OF THE CITY OF YONKERS
STATED MEETING
TUESDAY, JANUARY 22, 2013

GENERAL ORDINANCE

1. BY COUNCIL PRESIDENT LESNICK, MAJORITY LEADER
TERRERO, MINORITY LEADER LARKIN, COUNCIL MEMBERS JOHNSON,
SABATINO, SHEPHERD AND BREEN:

A GENERAL ORDINANCE GENERALLY AMENDING CHAPTER 43 "ZONING
ORDINANCE" AND CHAPTER 65 "ANIMALS AND DOGS" OF THE YONKERS
CITY CODE FOR THE PURPOSE OF ALLOWING RESIDENTS TO MAINTAIN
CHICKENS FOR THE PURPOSE OF DOMESTIC EGG HARVESTING

The City of Yonkers, in City Council convened, does hereby ordain and enact the
following amendments:

1. ZONING ORDINANCE AMENDMENTS:

- A. Table 43-1 "Schedule of Use Regulations" "Residential Accessory Uses"
Amend to include "Chicken Coops" (Attached)

- B. § 43-8 of the Code of the City of Yonkers entitled "Definition of Terms" is
hereby amended in part by the addition of the following terms to be placed in
alphabetical order within the section:

CHICKEN: Any member of the genus Gallus gallus domesticus

CHICKEN COOP: an accessory building for housing chickens for domestic egg
harvesting

HEN: Any female member of the genus Gallus gallus Domesticus, a female
domestic fowl

FOWL, DOMESTIC: Any of various birds of the order Galliformes, which can
include but is not limited to, chickens, ducks, geese, turkeys, or pheasants

ROOSTER: Any male member of the genus Gallus gallus Domesticus; a male
domestic fowl; a cock

- C. § 43-41 of the Code of the City of Yonkers entitled "Prohibited Uses" shall
hereby be amended to remove "Raising of livestock or fowl"

- D. § 43-41 of the Code of the City of Yonkers entitled "Prohibited Uses" shall
hereby be amended to include "Raising of livestock or fowl (excluding hens)"

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ANNOTATED AGENDA
CITY COUNCIL OF THE CITY OF YONKERS
STATED MEETING
TUESDAY, JANUARY 22, 2013

GENERAL ORDINANCE (CONTINUED)

ES 43-41 of the Code of the City of Yonkers entitled "Supplemental regulations for certain accessory residential uses and structures" is hereby amended in part by the addition of a new subsection entitled "Chicken/Duck Coops" to be placed in alphabetical order within the section:

"Chicken Coops"

- (1) It shall be lawful to keep female chickens for the purpose of domestic egg harvesting.
- (2) It shall be unlawful to raise hens for the purpose of slaughter.
- (3) This use is permitted on the grounds of residential properties with owner consent on lots of 5,000 square feet or greater or on the grounds of institutions for educational or therapeutic purposes.
- (4) Property owners are permitted to keep 1 chicken for the purpose of domestic egg harvesting per 1,000 square feet of lot area up to a maximum of six chickens.
- (5) The keeping of roosters or cocks is expressly prohibited.
- (6) All feed must be kept in rodent proof containers.
- (7) No chicken coop shall be located closer than fifteen (15) feet from any property line without the consent of both property owners.
- (8) No chicken coop shall exceed 8 feet in height nor be more than 25 feet in floor area.
- (9) In addition to the above, chicken runs shall be permitted provided that the fences and walls used in connection therewith shall comply with the requirements of Chapter 43-41(D) (N.B. Subsection will change with this amendment to the ordinance)
- (10) There shall be no more than 24 active permits during the first two years within the City of Yonkers. After the first two years, based on the experience, the Council may revisit the issue.

2. ANIMAL AND DOGS AMENDMENTS:

A. § 65-1 of the Code of the City of Yonkers entitled "Definitions" is hereby amended in part by the addition of the following terms to be placed in alphabetical order within the section:

CHICKEN: Any member of the genus *Gallus gallus domesticus*

CHICKEN COOP: an accessory building for housing chickens for domestic egg harvesting

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ANNOTATED AGENDA
CITY COUNCIL OF THE CITY OF YONKERS
STATED MEETING
TUESDAY, JANUARY 22, 2013

GENERAL ORDINANCE (CONTINUED)

HEN: Any female member of the genus Gallus gallus Domesticus, a female domestic fowl

FOWL, DOMESTIC: Any of various birds of the order Galliformes, which can include but is not limited to, chickens, geese, turkeys, or pheasants

ROOSTER: Any male member of the genus Gallus gallus Domesticus; a male domestic fowl; a cock

B. § 65-23 of the Code of the City of Yonkers entitled "Keeping of Poultry or other birds" shall hereby be amended to include a new subsection D:

D. It shall be lawful to keep chickens for the purpose of domestic egg harvesting pursuant to Chapter 43-41 of the Zoning Ordinance titled "Chicken Coops". Property owners maintaining hens must obtain a license from the City Clerk's Office and pay a \$10.00 annual fee.

3. Standards of Practice:

A: Persons keeping chickens shall file a notice with the City Clerk, on a form provided or approved by the City Clerk, containing the chicken keeper's name, address, telephone, e-mail, emergency contact information, and location of the coop, and they shall notify the Department within ten business days of any changes to such information.

Chicken keepers must notify adjacent property owners within 50 feet (including those across the street from a proposed chicken coop) and tenants via certified mail or obtain written consent. Consent shall be deemed if there are no objections made to the City Clerk within 30 days.

Chicken Keepers Permit
§ 65-28. Chicken Keepers Permit

All chicken keepers shall be required to be licensed. A chicken keeper's license shall be renewed after a period of one year beginning with the first day of the month following the date of issuance and shall be renewable annually thereafter prior to the expiration date. A license shall be issued only upon compliance with the applicable provisions of this chapter, including payment of an annual fee of

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ANNOTATED AGENDA
CITY COUNCIL OF THE CITY OF YONKERS
STATED MEETING
TUESDAY, JANUARY 22, 2013

GENERAL ORDINANCE (CONTINUED)

ten dollars (\$10.00). Upon expiration of a chicken keeper's, a chicken keeper may reapply for a new permit.

There shall be no more than 24 active permits during the first two years within the City of Yonkers. After the first two years, based on the experience, the Council may reconsider the number of permits available. No new permits will be issued until the City Council votes to reauthorize the legislation but existing permits may be renewed.

THE ABOVE LEGISLATION WAS REFERRED TO SMART GROWTH &
ENVIRONMENTAL COMMITTEE

ZONING

450 Attachment I

Village of Sleepy Hollow

Schedule of Regulations

[Amended 1-26-1987 by L.L. No. 2-1987; 3-23-1987 by L.L. No. 3-1987; 7-18-1989 by L.L. No. 11-1989; 8-15-1 2-15-1994 by L.L. No. 1-1994; 1-28-1997 by L.L. No. 4-1997; 11-2-1998 by L.L. No. 10-1998; 11-3-1998 by L.L. No. 10-19 9-27-2005 by L.L. No. 6-2005; 1-22-2013 by L.L. No. 1-2013]

District	Permitted Principal Uses	Permitted Accessory Uses	Minimum Lot Size			Maximum Lot Coverage			Use
			Use	Area	Width (feet)	Use	Area (percent)	Use	
R-1, One-Family Residence/Open	Golf course or country club	Home profession	Golf course or country club	40 acres	500	Golf course or country club	5	Residence use	Residence use
	1-family residence	Quarters for full-time domestic employees	Residence	1 acre	150	Residence	15	Golf course or count clubs	Principal use
	Public park or playground	Noncommercial agricultural activities, including the keeping of livestock	Other uses	No minimum	No minimum	All other	20	Principal use	Accessory use
	National, state or local historic landmarks or sites open to public visitation or other educational or philanthropic uses under the auspices of a nonprofit charitable, educational, eleemosynary or philanthropic organization, with a minimum acreage of 5 acres ¹	Garage for 1 or more automobiles, including farm equipment							
R-2, One-Family Residence/Low Density	1-family residence	Community or private swimming pool*	Residence	10,000 square feet	75	All uses	20	Residence use	Residence use
	Public park	Antennas, including satellite dish antennas	Public park	1 acre	100				
	Public school	Garage for not more than 3 automobiles	Public school	5 acres	200				Public school
		Home profession							
R-2A, One-Family Residence/Low Density	As in R-2	Identification sign	As in R-2	15,000 square feet	100	As in R-2	As in R-2	As in R-2	As in R-2
		Community or private swimming pool*							
		Antennas, including satellite dish antennas							
		As in R-2							
R-3, One-Family Residence/Medium Density	As in R-2	Antennas, including satellite dish antennas	Residence	5,000 square feet	50	All uses	30	Residence use	Residence use
		As in R-2, plus	Public park	10,000 square feet	100				Other use
		Home occupation							

§ 450-34 Applicability of regulations.

- A. The regulations set forth in this chapter for each district shall be minimum regulations which shall apply uniformly to each class of structure or land within the district, except as hereinafter provided.
- B. No building shall hereafter be erected and no existing building shall be moved, altered, added to or enlarged, nor shall any land or building or portion of a building be used, designed or arranged to be used for any purpose unless in conformity with all of the regulations herein specified for the district in which it is located.
- C. Every principal building shall be located on a lot as defined in this chapter. Except for planned development groups complying with all the regulations applying thereto as prescribed by this chapter, no more than one principal residential building and its accessory buildings shall hereafter be erected on any one lot.

§ 450-35 Schedule of Regulations.

The regulations applying to the use of buildings and land, the bulk and arrangement of buildings, the area of lots, the open spaces or yards to be preserved and the provisions for off-street parking are set forth in the attached **Schedule of Regulations**, included at the end of this chapter. Such schedule is an integral part of this chapter and may be amended in the same manner as any other part of this chapter.

Chapter 5-2 - ANIMALS AND FOWL

ARTICLE I. - IN GENERAL

~~X~~ Sec. 5-2-1. - Fowl running at large.

- (a) No live chickens, geese, ducks or other fowl shall be kept in the city unless they are securely enclosed in such a manner as to prevent them from straying from the premises of the person owning them.
- (b) Any person who shall permit chickens, geese, ducks, or other fowl owned by him to stray from his premises shall be subject to a fine of not to exceed twenty-five dollars (\$25.00) for each offense.

(Ord. of 7-5-21, §§ 1, 2)

Charter reference— Police power of city, § 4; penalties for violations of ordinances, § 37.

Sec. 5-2-2. - Livestock running at large.

- (a) It shall be unlawful for any person to allow any livestock which is under his ownership, care, custody or control to run at large
- (b) Any person violating the provisions of subsection (a) shall be fined not less than twenty-five dollars (\$25.00) nor more than fifty dollars (\$50.00).

(Ord. of 5-13-18, § 3)

Charter reference— Police power of city, § 4; penalties for violations of ordinances, § 37.

Secs. 5-2-3—5-2-15. - Reserved.

ARTICLE II. - LICENSING, IDENTIFICATION AND CONTROL OF DOGS

Sec. 5-2-16. - Purpose.

The purpose of this article is to provide for the licensing and identification of dogs, the control and protection of the dog population and the protection of persons, property, domestic animals and deer from dog attack and damage.

(Ord. of 11-1-10, § 2)

Sec. 5-2-17. - Application.

Any dog harbored within the City of White Plains which is owned by a resident of New York City or is licensed by the City of New York, or which is owned by a non-resident of New York State and licensed by a jurisdiction outside the State of New York, shall for a period of thirty (30) days be exempt from the licensing and identification provisions

§ 60-410

§ 60-410


appropriate warning and guidance with respect to isolating the solar electric system. Materials used for marking shall be weather-resistant. For residential applications, the marking may be placed within the main service disconnect. If the main service disconnect is operable with the service panel closed, then the marking should be placed on the outside cover.

[2] For commercial application, the marking shall be placed adjacent to the main service disconnect in a location clearly visible from the location where the lever is operated.

[3] In the event any of the standards in this Subsection L(5)(d) for markings are more stringent than applicable provisions of the New York State Uniform Fire Prevention and Building Code, they shall be deemed to be guidelines only and the standards of such code shall apply.

M. Vape shop. Vape shops shall be subject to the following special provisions in regard to their location: **[Added 11-14-2017 by L.L. No. 8-2017]**

- (1) Vape shops shall not be located within 500 feet of the lot line of any park, playground, library, or religious institution; such distance shall be measured from the closest point of the store front to the nearest point of the lot line of the property with a park, playground, or religious institution.
- (2) Vape shops shall not be located within 2,000 feet of the lot line of any school; such distance shall be measured from the closest point of the storefront to the nearest point of the lot line of the school property.
- (3) Vape shops shall be prohibited in all residence districts as identified in Town Code § 60-300A.
- (4) No more than one vape shop shall be located on any lot or within 1,000 feet of any other vape shop.

 N. Keeping and raising of chickens. The purpose of this subsection is to provide standards and regulations for keeping chickens within a residential environment; to avoid potential impacts on neighboring properties and to provide for the health and welfare of chickens. The keeping of chickens is for personal use only.

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No selling of animals, eggs or manure is permitted. **[Added 11-21-2017 by L.L. No. 9-2017]**

(1) Permitted accessory use.

(a) The keeping and raising of no more than six chickens shall be a permitted accessory use on lots of at least one acre in residential districts.

(b) On lots located in the R-1A District that are less than one acre, the keeping and raising of no more than six chickens shall be a permitted accessory use, provided that an applicant demonstrates to the satisfaction of the Building Inspector that all setback requirements in this subsection will be met.

(c) On lots of at least two acres, the keeping and raising of no more than 12 chickens shall be a permitted accessory use in residential districts.

(2) Definitions. As used in this subsection, the following terms shall have the respective meanings ascribed to them:

ANIMAL CONTROL WARDEN — The Animal Warden of the Town of New Castle.

CHICKEN — A domestic fowl kept for its eggs or meat.

CHICKEN COOP — A small house where female chickens are housed.

CHICKEN ENCLOSURE — An enclosed fenced area or pen with overhead screening.

(3) Permit required. Any person wishing to keep chickens on residential property on a lot that is one acre or larger shall first obtain a permit from the Town Clerk and pay a fee, as set forth in the Town Fee Schedule.

(a) The permit application shall be on such forms as provided by the Town Clerk.

(b) In the event that a property owner discontinues the keeping of chickens for a period exceeding one year, the use of the property for the keeping of chickens shall be deemed discontinued, and a property owner shall apply for a new permit.

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- (4) Standards for the keeping of chickens. The keeping of chickens shall be subject to the following conditions and requirements, which shall be observed at all times:
- (a) Only female chickens, or hens, may be kept. The keeping of roosters is prohibited.
 - (b) Chickens shall be provided with adequate food and water at all times.
 - (c) The composting of chicken manure and the use of such manure shall comply with the best practice management guidelines. The use of any compost containing chicken manure and all manure-based operations shall be subject to a twenty-foot setback from all property lines, and runoff shall not encroach on neighboring properties. Any composting of chicken manure and use of such manure shall not create a public or private nuisance, as determined by the Building Inspector. The use of raw chicken manure is prohibited.
 - (d) All persons who keep, possess or maintain chickens must comply with the Town Noise Ordinance¹² and shall not permit the chickens to make noises of such a nature as to be heard beyond the property on which such chickens are harbored between 10:00 p.m. and 6:00 a.m.
 - (e) All feed must be kept indoors in metal containers with metal covers, with securely fastened covers, at all times to minimize the infestation of rodents or problems with predators.
 - (f) Chickens must be confined at all times to the chicken enclosure.
- (5) Coops and enclosures. All coops and enclosures for the keeping of chickens shall be subject to the following conditions:
- (a) The coop and enclosures shall not be located in any front yard. Coops and enclosures must be located a minimum of 100 feet from any residence situated on an adjacent lot and outside the minimum setback of the district in which they are located.

12. Editor's Note: See Ch. 90, Noise.

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- (b) Any person constructing a coop or enclosure must obtain a building permit from the Building Department.
- (c) The coop shall be covered and ventilated, and a fenced enclosure/run is required. The coop and enclosure must be completely secured from predators, including all openings, ventilation holes, doors and gates.
- (d) The coop must have litter such as straw or shavings on the floor at all times generally at least four inches in depth. This litter must be regularly changed to prevent unsanitary and unhealthy conditions.
- (e) The coop must be easily accessible for cleaning and maintenance.
- (f) The coop shall be constructed using durable materials designed for permanent outdoor use.
- (g) The coop and enclosure shall be kept clean and free of noticeable odors across property lines.

(6) Animal welfare.

- (a) Whoever impounds, confines or owns any chicken and fails to supply the animal with a sufficient quantity of appropriate wholesome food and fresh water shall be in violation of this subsection.
- (b) Whoever keeps any chicken in an enclosure without adequate room for exercise, perching and ventilation shall be in violation of this subsection.
- (c) Whoever keeps any chicken in dirty, damp or disease-prone conditions shall be in violation of this subsection.

(7) Enforcement.

- (a) A violation of this subsection shall result in notification to the Town's Animal Warden.
- (b) The Animal Warden may revoke immediately any permit granted pursuant to this section if the Animal Warden determines that the keeping of chickens on the subject property presents a nuisance for neighboring properties and/or a risk to the health, safety and general welfare of the surrounding neighborhood or the chickens.

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- (c) Any notice of violation of this section shall, upon conviction, be punishable by a fine not to exceed \$250 per day.

§ 60-420. General regulations.

A. Lots.

- (1) Lots for every building. Every building hereafter erected shall be located on a lot as herein defined.
- (2) Required street frontage and lot width. **[Amended 6-12-1984 by L.L. No. 5-1984; 10-9-1990 by L.L. No. 36-1990]**
 - (a) No permit shall be issued for any land use or structure unless the lot upon which such land use is to be established or structure is to be built has the required frontage and access on a street or highway as specified in this chapter. As used herein, frontage shall be measured along an unbroken line formed by a single street line or the continuation of intersecting street lines.
 - (b) Notwithstanding any provision of this chapter to the contrary and except with respect to the application of § 281 of the Town Law,¹³ the subdivision of property into lots having no street frontage and for which access to a street is derived by way of an easement shall be prohibited. Relief from this provision may be granted only upon application to and after hearing on due notice to the parties by the Zoning Board of Appeals upon a showing of unnecessary hardship as required in connection with the granting of a use variance.
 - (c) No part of any lot which lies between the front lot line and the principal building shall be narrower in lot width than the street frontage for such lot, unless such frontage is greater than the required minimum lot width, in which case that part of the lot which lies between the front lot line and the principal building shall be at least as wide as the required minimum lot width. For all lots created after the effective date of this provision, a principal building shall not be permitted on any portion of a lot which does not meet the required minimum lot width.

13. Editor's Note: Former § 281 of the Town Law was renumbered as § 278 by L. 1992, c. 727.

City of Rye, NY
Tuesday, August 6, 2019

Chapter 157. Sanitary Regulations

Article I. Animals

§ 157-1. Animals at large.

[Amended 3-7-1945]

No person shall permit any horse, cattle, unmuzzled dog, fowl or other animal to run at large upon any street or other public place in the city, except that the provision herein contained as to any unmuzzled dog shall apply only during the period of the disease known as rabies or other emergency when certified by the State Commissioner of Health or other duly authorized body or officer.

§ 157-2. Harboring animals.

[Amended 3-7-1945]

The harboring or maintenance of any animals within the city, by reason of which the peace or order of the city or the health or property of any person therein is unduly affected or damaged, and the harboring or maintaining of any female dog during any mating period thereof unless such dog is so confined as to prevent a nuisance, are hereby prohibited.

§ 157-3. Disposal of dead animals.

Upon the death of any animal within the city, except when the same is properly and lawfully killed for food, the owner or person having control thereof shall immediately dispose of the carcass in a manner so as to avoid any unsanitary condition.

§ 157-4. Use of terms.

[Added 5-7-1947]

The word "poultry" as used in §§ 157-5 and 157-6 herein shall mean and include domestic fowl such as chickens, turkeys, ducks, guinea fowl and geese.

* § 157-5. Keeping of poultry.

[Added 5-7-1947]

No person shall build, erect, maintain or keep any poultry shed, yard or enclosure nor any poultry therein within the City of Rye located less than 25 feet from any boundary line or the nearest dwelling. All poultry pens, yards, houses and enclosures shall be kept in a clean and sanitary

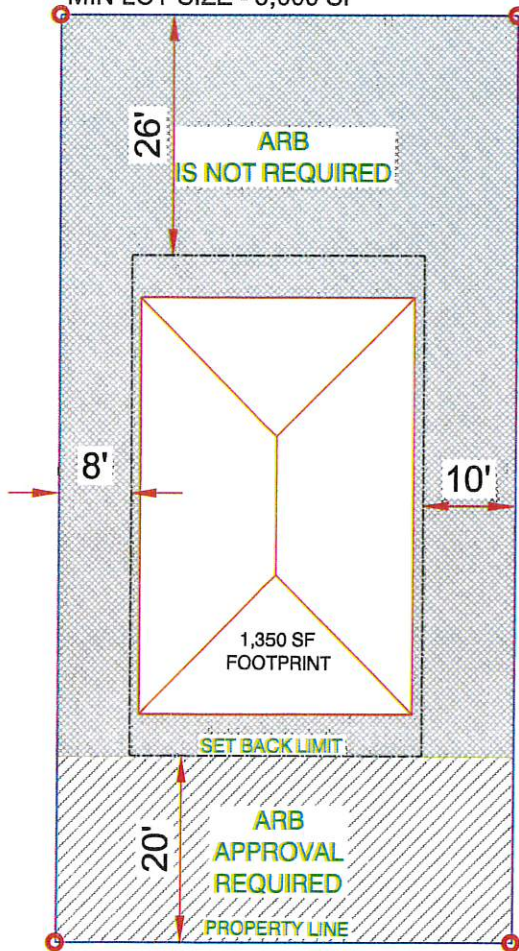
condition and all accumulations of filth in and about the same removed at least twice a week. The Health Officer of the City of Rye or his representative is hereby authorized and directed to make such inspection as may from time to time be necessary for the purpose of determining whether or not any such poultry pen, yard, house or enclosure is being kept and maintained in a clean and sanitary condition. Whenever the Health Officer or his representative shall deem it necessary to require any additional precaution or care to be exercised by the owner or other person in possession of any such poultry pen, yard, house or enclosure in order that the same may be kept in a clean, sanitary condition or to remedy any unclean or unsanitary condition, he shall serve a written notice upon such owner or other person, setting forth in detail his instructions for the maintenance of said poultry pen, yard, house or enclosure or for the correction of any unclean or unsanitary condition therein. If the person upon whom such notice is served shall fail within a reasonable time to comply with said notice to the satisfaction of the Health Officer or his representative, the Health Officer or his representative may declare any such poultry yard, pen, house or enclosure to be a public nuisance and order its abatement and removal. Failure on the part of any person to comply with any notice under this section or otherwise to comply with the provisions hereof shall constitute a violation of this section.

§ 157-6. Existing structures used for poultry.

[Added 5-7-1947]

Any building, structure, yard, shed or enclosure existing at the time §§ 157-4 and 157-5 take effect and used for the keeping of poultry as herein defined shall not be affected hereby, but such use may continue unless the same becomes a nuisance and is offensive to an adjoining property owner or occupant thereof, and for the purposes hereof said continued use shall be deemed prima facie a nuisance or offensive if it is made to appear, by affidavit of an adjacent owner or occupant, that it materially interferes with or deprives said owner or occupant of the reasonable use and enjoyment of his or her property.

EXAMPLE:
R-5 ZONE
MIN LOT SIZE - 5,000 SF



RIGHT-OF-WAY

CURB LINE

ROAD CENTERLINE

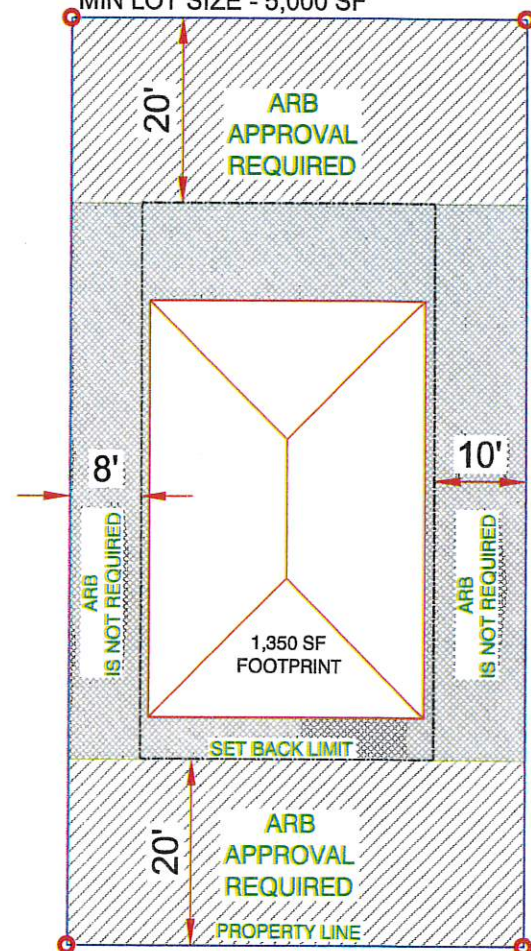
FRONTAGE ON SINGLE ROAD

ROAD CENTERLINE

CURB LINE

RIGHT-OF-WAY

EXAMPLE:
R-5 ZONE
MIN LOT SIZE - 5,000 SF



RIGHT-OF-WAY

CURB LINE

ROAD CENTERLINE

FRONTAGE ON TWO ROADS

LOCAL LAW ____ - 2019

A local law to amend Chapter 9 of the Code of the Village of Tarrytown entitled Architectural Review Board to amend the review of certain building permit applications by the Architectural Review Board

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

Section 2. Chapter 9, Section 4. (A) "Referral of applicants for building permits" shall be amended to read as follows:

Chapter 9, Section 4. (A) shall be re-titled – Referral of applicants for building permits or other work for Architectural Review."

Section 3. Chapter 9, Section 4. (A) "Referral of applicants for building permits or other work for Architectural Review" shall be amended to read as follows:

Section 4. (A) Referral of applicants for building permits or other work for Architectural Review:

Except where an application for a certificate of appropriateness must be submitted to the Architectural Review Board pursuant to the Landmark and Historic District Act (Chapter 191, Historic Districts and Landmarks), every application for a building permit shall be referred by the Building Inspector to the Architectural Review Board, provided that:

- (1) There will be construction, reconstruction or alteration of any building or structure that affects the exterior appearance of the building or other structure and is visible from any public street;
- (2) The proposed plans include construction, reconstruction or alteration of any deck or uncovered porch that affects the exterior appearance of the building or other structure, is visible from any public street and exceeds 25 square feet, including steps;
- (3) The proposed plans include construction, reconstruction or alteration of existing/new windows or security grills that affect the exterior appearance of the building or other structure and are visible from any public street; or
- (4) The proposed plans include construction, reconstruction or alteration of any fence or wall exceeding three feet in height or 20 feet in length that is visible from any public street, **involving any of the following shall be referred by the Building Inspector to the Architectural Review Board:**

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ARB review is required for applications requiring Planning Board approval, as well as other projects, which are as detailed as follows:

1. Construction of a new building
2. Reconstruction or rehabilitation of buildings with prior Architectural Review Board approval, which differs from that prior ARB approval;
3. Rehabilitation of buildings that involves more than replacement with materials (windows, doors, siding, or garage doors) that are not of the same kind, and which are visible from a public street. For example, while replacement of wood double-hung windows with vinyl double hung windows would not require ARB approval, replacement of double-hung windows with casement windows would.

Additions that increase the existing building footprint by 25% or more:

4. All additions of any size for buildings built before 1929. For buildings built ^{or later} after 1929, additions that increase the existing building footprint ^{by} of 25% ^{or} by or more.

5. Fences that are in the front yard or front yard set back and higher than thirty inches (30").

6. Walls, including retaining walls, that are in a front yard or front yard setback, higher than thirty inches (30") and are visible from a public street.

- 6.7. Walls, including retaining walls, that are over 30 inches and that are within ^(30") the required minimum side or rear yard setback.

- 7.8. Applications for signage or awnings;

- 8.9. Applications for a property within the Restricted Retail RR Zone or commercial properties outside the RR Zone involving;

(a) Construction, reconstruction or alteration of any building or structure that affects the portion of the exterior appearance of the building or other structure that is visible from any public street, except applications involving only fences, retaining walls, steps, and /or sidewalks;

(b) Construction, reconstruction or alteration of any deck or uncovered porch that affects the exterior appearance of the building or other structure, is visible from any public street and exceeds 25 square feet (such size calculation shall include any steps); or

(c) Construction, reconstruction or alteration of existing/new windows or security grills that affect the exterior appearance of the building or other structure and are visible from any public street.

(d) Painting using different colors than those that exist on the building, that affect the exterior appearance of the building or other structure and are visible from any public street.

4. B. Exceptions – Since it is the intent of the Board of Trustees to provide a process for routine maintenance or changes and upgrades to buildings that do not result in major, detrimental departures from the original construction and design of a structure, applications that are excepted from ARB review include:

1. additions that increase the existing building footprint by less than 25% for buildings built after 1929 (see section 4. A. 5.)

2. fences that are only in the rear yard or side yard set back, and not fronting on a street

3. walls, including retaining walls, that are

a. less than thirty inches (30") in height;

b. not visible from the street,

c. not adjoining to the neighboring property within a required minimum front yard, side yard or rear yard setback.

4. steps, and/or sidewalks

5. painting a building or structure the same colors

Question:
Distinction between
front yard & front yard
setback in 4. A. 6?

7.

6. painting a building or structure and changing colors from the existing colors, provided that the colors are in the Benjamin Moore Historical Color Chart, and the Benjamin Moore White and Off-White Color Charts, as they may be updated from time to time, maintained in the Building Department, or an equivalent color palette that has only slight variations in color hues.

7. Adding storm widows to existing windows without making further changes.

Section 4: The current Section 9-4 (B), (C), and (D) should be renumbered to 9-4 (C), (D) and (E).

Section 5: 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 6: 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 7: 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.

DRAFT – FOR INTERNAL DISCUSSION & REVIEW

Village of Tarrytown
Comprehensive Plan & Station Area Zoning

ARTICLE ____ STATION AREA OVERLAY

1. Intent and Purpose

The intent and purpose of the Station Area Overlay District (SAO) is to create a built environment that implements the goals and objectives for the station area as detailed in the Tarrytown Comprehensive Plan. Property owners with an eligible parcel(s) in this district can apply to receive an SAO designation which can be affixed to a qualifying parcel of land. Once a parcel receives an SAO designation, the parcel is governed by the use, dimensional and other provisions of the SAO zoning regulations, and SAO zoning replaces the existing zoning. The intent of the SAO is to enable and implement the goals and recommendations outlined in the Village of Tarrytown Comprehensive Plan. The SAO is designed to provide flexibility that will allow different types of uses and forms, while still protecting the interests of the Village. The intent is to allow exceptional and signature developments that are consistent with the Comprehensive Plan, while the specifics have not yet been imagined.

2. Definitions and Word Usage

Unless defined herein in the general definitions in Chapter 305, the following definitions apply.

Affordable Housing

Reference § 305-130.

Blue / Green Strategies

Refer to Blue Roofs and Green Infrastructure below.

Blue Roofs

Rooftop systems that control the discharge of stormwater into a municipal system by detaining stormwater on a roof and until the peak rate of discharge is reduced. (Source: adapted from New York State Department of Environmental Conservation)

Cooperative Housing, Collective Housing, Cooperative Living, or Share Housing

A shared living arrangement in a multi-unit building where certain facilities are shared between building occupants, for example kitchen, living, or toilet/bathing facilities.

Green Infrastructure

Green infrastructure includes a wide array of practices at multiple scales to manage and treat stormwater, maintain and restore natural hydrology and ecological function by infiltration, evapotranspiration, capture and reuse of stormwater, and establishment of natural vegetative features. On the local scale green infrastructure consists of site- and neighborhood-specific practices and runoff reduction techniques. (Source: NYSDEC, Stormwater Management Design Manual)

LEED

Leadership in Energy and Environmental Design (LEED) is a rating system devised by the United States Green Building Council (USGBC) to evaluate the environmental performance of a building and encourage market transformation towards sustainable design. (Source: U.S. Green Building Council)

Tarrytown Station Area Zoning

LEED Certification

A designation given to projects that demonstrate adherence to prerequisites and earn credits across nine measurements for building excellence from integrative process to indoor environmental quality. Based on the number of credits achieved, a project earns one of four LEED rating levels: LEED Certified, LEED Silver, LEED Gold or LEED Platinum. The LEED rating systems work for all buildings at all phases of development and are meant to challenge project teams and inspire outside-the-box solutions. (Source: U.S. Green Building Council)

Live-Work Space or Live/Work Unit

A building or space within a building used jointly for commercial and residential purposes. (Source: American Planning Association / Planning Advisory Service)

Passive House Standards

Passive House building is an internationally recognized, performance-based energy standard in construction that comprises a set of design principles used to attain a quantifiable and rigorous level of energy efficiency within a specific quantifiable comfort level. A passive building is designed and built in accordance with these five building-science principles:

- 1) Employs continuous insulation throughout its entire envelope without any thermal bridging.
- 2) The building envelope is extremely airtight, preventing infiltration of outside air and loss of conditioned air.
- 3) Employs high-performance windows (typically triple-paned) and doors.
- 4) Uses some form of balanced heat- and moisture-recovery ventilation and a minimal space conditioning system.
- 5) Solar gain is managed to exploit the sun's energy for heating purposes in the heating season and to minimize overheating during the cooling season

(Source: Passive House Institute US)

Shared Parking

A land use/development strategy that optimizes parking capacity by allowing complementary land uses to share spaces, rather than producing separate spaces for separate uses. In effect, shared parking makes spaces publicly accessible rather than reserved for a particular tenant or property owner. Parking may be privately constructed and operated, depending on a contractual agreement, but should remain within the government's jurisdiction for long-term transport planning purposes. (Source: Institute for Transportation and Development Policy)

Transit-Oriented Development (TOD)

A land use strategy that focuses development around locations that are well served by transit, and that typically includes a mix of land uses, and a more dense development pattern. (Source: Westchester County Planning)

Workforce Housing

One or more dwelling units made available to households earning between 60 and 120 percent of Westchester Area Median Income. (Source: adapted from Urban Land Institute)

Acronyms

MDP Master Development Plan
 MNR Metro-North Railroad
 MHW Mean High Water
 SAO Station Area Overlay
 SLR Sea-Level Rise

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Tarrytown Station Area Zoning

3. Boundaries of the Station Area Overlay District

The boundaries of the SAO District are shown on the SAO District Map at _____.

4. Authority

The Village Board has the authority to grant eligible parcel(s) an SAO designation as set forth below in §305-XX.E "Eligibility". A parcel located within the mapped SAO District must receive an SAO designation by the Village Board prior to the Planning Board determining whether to grant or approve a Site Development Plan.

5. Eligibility

This section sets forth standards under which parcels would be eligible for SAO designation by the Village Board. The criteria in this section are separate and distinct from site plan and subdivision requirements which address more specific site layout and design requirements.

1. The parcel is located within the SAO designated area as identified on the Village Zoning Map
2. The applicant states their intention to submit a Master Development Plan consistent with § 305-XX(9).
3. The decision to approve or decline a parcel for SAO designation is purely a legislative determination entirely within the legislative discretion of the Village Board. The Village Board shall have the right to reject any parcel for SAO designation at any stage of the process. As part of its decision to approve a parcel from SAO designation, the Village Board shall determine what the proposed site development plan is consistent with the following SAO objectives:
 - a. Promote sustainable development and growth; improve local mobility and regional access; reduce dependence on personal vehicles; connect all parts of the village; expand housing options for a diverse, multi-generational community; protect natural resources; connect and enhance open space resources; strengthen connections to the Hudson River; reduce greenhouse gas emissions; and, minimize local impacts of climate change.

6. Procedure for SAO Designation

An SAO designation can only be granted by the Village Board subject to the following procedure.

1. Pre-application conference. The applicant must, prior to formal submission of their SAO designation application, meet in a pre-application conference with the SAO review staff made up of Village Staff and one member of the Planning Board, to review the requirements and procedures and discuss the planning concepts for the proposed development. The Applicant will pay the pre-application meeting fee (as established by the Village Board).
2. Submission of an application package for a SAO designation to the Village Clerk: The application package shall contain the following required documents and fees:
 - a. an SAO Designation Application Form.
 - b. A conceptual plan.
 - c. Long-form Environmental Assessment Form.
3. Preliminary Village Board action. At its sole discretion, the Village Board will determine whether to consider or not consider the SAO designation application. If the Village Board decides to consider the SAO designation application, it shall refer it to the Planning Board for their recommendation and continuing review as

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- ~~set forth below. (i) to reject the SAO designation application; or (ii) to refer it to the Planning Board for Master Development Plan review and Site Development Plan review.~~
4. Village Board Referral to the Planning Board. If the Village Board determines that the application may continue and refers it to the Planning Board, the Applicant is required to submit a Master Development Plan consistent with § 305-XX(9) and a site development application in accordance with Article XVI, including all required forms, plans and documents, as well as, required fees and escrow.
 5. Master Development Plan and Site Development Plan review by the Planning Board: The Planning Board shall begin the Site Development Plan review, review the Master Development Plan based upon the Performance Criteria set forth in § 305-XX(10), and schedule a public hearing on Master Development Plan and Site Development Plan application in accordance with the requirements set forth in Article XVI. During this step, the Village Board will receive periodic updates from the Planning Board as part of the coordinated review.
 - 5-a. As soon as practicable, the Planning Board shall complete the scoring process and ~~assign-recommend~~ a score based upon the Scorecard (Attachment) ~~and Performance Criteria and shall advise the Village Board of the score. The Village Board can accept the Planning Board recommended score or modify the score as it deems appropriate. The Master Development Plan must receive a passing score to proceed.~~
 - a. ~~Upon the Village Board assigning a passing score but p~~Prior to determining whether to grant or deny Site Development Plan approval, ~~the Planning Board shall issue a written report to the Planning Village Board recommending that the Planning Board shall send a written report to Village Board setting forth: (1) the Planning Board's evaluation of the Master Development Plan based upon the eight Performance Criteria and the Planning Board assigned score based upon the Scorecard (Attachment); and (2) the Planning Board's recommendation that the SAO designation be granted, with or without conditions, or denied and its reasons for such recommendation ("SAO Recommendation"). The Master Development Plan must receive a passing score based upon the Scorecard to proceed.~~
 - b. Before issuing its ~~report SAO Recommendation~~ and/or taking any action, the Planning Board shall fully comply with SEQRA.
 - c. While the Village Board is considering the Planning Board's report, any public hearing before the Planning shall be adjourned and held open until such time as the Village Board makes a determination on the proposed SAO designation.
 6. Decision of Village Board. Upon the Village Board's receipt of the Planning Board's ~~report SAO Recommendation~~, along with Master Development Plan, if the Village Board elects to proceed it shall schedule a public hearing on the proposed SAO designation and following said hearing, may by resolution, act either to approve, approve with modifications and/or conditions, or disapprove the SAO designation. The Village Board shall fully comply with SEQRA prior to issuing any designation.
 7. Completion of Land Use Review Process. If the Village Board determines to approve the SAO designation (including to approve with modification and/or

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Tarrytown Station Area Zoning

conditions), the Planning Board will place the application on its first available agenda and will continue with its Site Development Plan review and any other required land use approvals (such as preliminary and final subdivision review). The Applicant shall not be able to apply the SAO designation unless and until the Planning Board grants Site Development Plan approval.

7. Use Regulations

A. Pre-existing Uses and Buildings.

Any building permit or Site Development Plan approval issued before the date of adoption of this Section shall remain in effect for the underlying zone that the parcel is located within until a project is granted an SAO designation by the Village Board as set forth in §305-XX E Eligibility. Buildings existing before the date of adoption, or subsequent amendment, of this Section are allowed to expand and modify as permitted under the underlying zoning unless they have previously received an SAO designation. Once a parcel receives an SAO designation, the parcel is governed by the use, dimensional and other provisions of the SAO zoning regulations, and SAO zoning replaces the existing zoning.

B. Permitted Uses

Any principal use permitted in any district in the Village of Tarrytown or any combination of such uses is a use permitted in the SAO provided the proposed use's Master Development Plan receives a receive a passing score by the Village Board on the SAO Scorecard as described in § 305-XX(9)(C).

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8. Density/Development Regulations

A. Building Height Measurement in SAO

Building height for buildings permitted in the SAO district is measured from the average elevation of the existing (predevelopment) grade of the property, or from a plane formed by the Base Flood Elevation from the Federal Emergency Management Agency's 2014 preliminary Flood Insurance Rate Map (pFIRM), or subsequent revisions, plus three feet, whichever is higher. Building height is the vertical distance from the higher of these points to the highest point of the roof for flat roofs, to the deckline of mansard roofs and to the mean height between eaves and ridge for gable, hip and gambrel roofs.

B. Maximum Building Height.

1. The maximum base height permitted for buildings east of the Metro North Railroad tracks is six stories or 72 feet, whichever is less. After six stories or 72 feet, a 40-foot setback is required, with the maximum tower height of ten stories or 120 feet, whichever is less. The maximum building height permitted west of the Metro North Railroad tracks is five stories or 60 feet, whichever is less. Reference Neighborhood Character below for a complete description of the Performance Criteria.

2. The rooftop obstructions are not permitted to exceed the maximum building height unless granted a waiver by the Planning Board. For the purpose of this provision, rooftop obstructions are defined as:

- Parapets less than four feet,
- Stair and elevator bulkheads,
- Cooling towers, water tanks, and other mechanical equipment which occupy less than 20% of the roof area,
- Skylights or other daylighting devices,
- Decking and other surfaces for recreational activities,
- Vegetation, planting boxes less than four feet, soil and drainage systems, arbors, trellises, water collection devices and sun control devices,
- Solar energy systems less than four feet.
- And other similar type items

Tarrytown Station Area Zoning

In no case can rooftop obstructions exceed the maximum building height by more than 10 feet, west of the Metro North Railroad tracks, or 20 feet, east of the Metro North Railroad tracks.

9. Master Development Plan and SAO Scorecard

For any Applicant seeking SAO designation, the applicant shall prepare a Master Development Plan (MDP). The MDP shall be consistent with the adopted Tarrytown Comprehensive Plan and Tarrytown's adopted Local Waterfront Revitalization Plan (if applicable, currently N/A). The purpose of an MDP is to provide additional information so that the proposed use and development can be evaluated based upon the Performance Criteria set forth in § 305-XX(10) and assigned a score based upon the SAO Scorecard (see Attachment ____).

A. Master Development Plan.

At minimum, an MDP shall include the following drawings and materials: (a) site plan that complies with the requirements of Article XVI; (b) Landscape plan; (c) Streetscape plans and elevations; (d) Parking plan; (e) Visual Analysis including rooftop obstructions if applicable; (f) Preliminary Infrastructure Analysis; (g) Preliminary Fiscal Analysis; (h) Affordable Housing Plan (if applicable); and (ig) Phasing plan, if the project is to be built in phases

The MDP must also include a discussion of required utilities and a plan for the supply of water and wastewater disposal, which must include a discussion of the current condition and capacity of all public utilities that the development will be required to use. The MDP must also show how any development in the SAO will be resilient to periodic storm events, and long-term sea level rise, and how it incorporates energy, graywater, and other sustainability measures. The MDP must also include a viewshed analysis and photosimulations that demonstrate the development's impact on the viewpoints identified in section _____. The MDP shall also contain such other information as the Planning Board deems necessary to demonstrate how the proposed development performs against the Performance Criteria found in § 305-XX(10)

B. Review of MDP

The Planning Board shall review and evaluate the MDP according to Performance Criteria identified in § 305-XX(10). The Planning Board, may refer the Master Development Plan to a planner, attorney, engineer, landscape architect, environmental expert or other professional necessary to enable it to review such application. Fees for such services will be paid in accordance with § 305-138(B) and § 305-138(C).

C. Scoring the MDP

The Planning Board will use the SAO Scorecard (see Attachment ____) to evaluate a MDP's performance against the Performance Criteria. The scores an MDP receives on each component of the performance criteria will be determined by the Planning Board, as assisted by professional staff and experts working on their behalf. At their option, the Planning Board may also choose to weight elements of the scorecard differently based upon the nature of the development described in the MDP. Using the SAO Scorecard and a 100-point scale, a score of 75 is a passing score. A passing score is a condition to the granting of Site Development Plan approval. An MDP that does not receive a passing score will not be eligible for SAO Designation and a failing MDP will not be referred from the Planning Board to the Village Board for further review.

10. Performance Criteria

Master Development Plans are evaluated against eight Performance Criteria. Performance Criteria and their Components are categories of public concern identified in the Village of Tarrytown Comprehensive Plan against which all MDPs are evaluated. Performance Criteria are made up of Components, which are implemented through the SAO Scorecard. MDPs must receive a passing score from the SAO Scorecard to be eligible for an SAO designation by the Village Board. Low scores in one Performance Criterion may be offset by high scores in other Performance Criteria to achieve a passing score. There are eight Performance Criteria, each with their own Goals and Components as set forth below:

1. Land use

Goals:

East of the tracks, the mix of land uses in the Station Area will help create a dynamic, transit-oriented neighborhood that anchors the area around the Metro-North Railroad (MNR) Station. This land use mix will promote the village as a regional hub and destination, while serving Tarrytown's residential population through the provision of neighborhood amenities, as well as broadening the local economy and growing the tax base. Any residential component should include a mix of housing unit sizes and models that will serve the needs of a wide range of living needs and incomes. Office spaces may include co-working, incubator spaces, and live-work.

West of the tracks, the mix of land uses will prioritize public access and water-based recreational uses that enable the waterfront to become a year-round destination within the village.

Components:

- The MDP incorporates the mix of uses reflecting the goals of the area. Retail uses will be planned to support the other proposed uses of the SAO and not supplant the existing downtown retail.
- The MDP shows workspaces that are flexible and expand the range of offerings within Tarrytown.

2. Mobility & Access

Goals:

All developments will enhance pedestrian safety and access within the SAO. All developments and their pedestrian, vehicle, and bicycle access will be coordinated with the street network, connect to each other and facilitate access to the waterfront, the Station, the adjacent downtown area, and encourage access to Tarrytown and nearby destinations beyond the Station Area.

Components:

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Tarrytown Station Area Zoning

- The MDP shows Complete Streets, defined as roadways planned and designed to consider the safe, convenient access and mobility of all roadway users of all ages and abilities.¹
- The MDP improves connections between new facilities and all transit modes at Depot Plaza.
- The MDP provides access to new and existing parks.
- The MDP demonstrates that every unit has a direct pedestrian route to the MNR station, including through a building, provided public access is maintained, or to an intersection that has a direct pedestrian route to the train station.
- Where applicable, the MDP improves the connection between the MNR Station and downtown.

3. Transportation & Parking

Goals:

All developments will support the transit-oriented goals for the Station Area while providing parking types and levels sufficient for the land uses proposed.

Components:

- The MDP demonstrates how all parking needed by residents, workers, customers, and visitors will be provided. Solutions may be shared or separate, structured on-site, off-site, above ground, or below ground. Any parking facilities must include car share, bicycle parking, and electric vehicle / electric bike charging infrastructure.
- All parking solutions should minimize surface parking lots.
- The MDP demonstrates how it will accommodate different modes of transportation, which may include bicycles, bike share, ride share, and transit.
- Any commuter parking that is displaced will be replaced in a structure within the SAO.

4. Affordable Housing

Goals:

Any residential component of developments within the SAO will expand the supply of permanently affordable housing and offer alternative models of housing within Tarrytown in order to serve a range of resident incomes and household types. The minimum requirement for the affordable component will follow § 305-130, although it is highly desirable to exceed the quantity and/or level of affordability provided by the code minimums.

Components:

- The MDP includes a mix of unit types, sizes, and price points. These may include workforce housing, live/work units, and cooperative housing.
- The MDP includes residential units for both renters and owners.
- The MDP should include units that are managed as permanently affordable housing.² All affordable units should be integrated within mixed-income buildings.

¹ As discussed in Chapter 398 of the Laws of the State of New York. Information about Complete Streets is distributed by NYS DOT here: <https://www.dot.ny.gov/programs/completestreets>. The Planning Board may update or replace these guidelines as necessary.

² Reference § 305-130.

Tarrytown Station Area Zoning

- The MDP includes a provision for senior housing in the Station Area. Innovative siting of senior housing, such as it being located near or within the same building as day-care or nursery schools, is encouraged.

5. Neighborhood Character

Goals:

Development in the SAO will create a sense of place and arrival at the train station, completing the waterfront neighborhood. Development east of the tracks will maintain a scale and block structure that supports street-level activities and enhances the transition from the waterfront, to the Station Area, and to the village downtown. Development in the SAO will not impact public scenic views of the Hudson River and Palisades.

Components:

- The Visual Analysis, included with the MDP, must demonstrate no significant impact on public scenic viewsheds, including views to the Hudson River and Palisades. The technique for photosimulations is described in § 305-XX(11). This impact will be demonstrated with verifiable digital photomontages of the proposed development from the following viewpoints:
 - View along Willey St at N Broadway – toward the Hudson River
 - View from Neperan Rd at Grove St – W/NW toward the Hudson River
 - View along Altamont Ave – W toward the Hudson River
 - View along Benedict at Rosehill Ave – toward the Hudson River
 - View along Main St at Broadway – toward the Hudson River
- The MDP shows uses that are consistent with residential and recreational uses (e.g. MDP demonstrates no impacts to air quality, water quality; the MDP does not describe uses that introduce significant noise and vibrations).
- The MDP contains active and transparent ground floor uses designed for pedestrian access and circulation with building orientation planned to improve wayfinding, access, and contribute to a sense of arrival at the train station.
- The MDP shows a development that is designed primarily around the pedestrian and not the automobile.
- The MDP's landscape plan is complete and includes native plantings, street trees and full-cutoff, non-polluting light fixtures to encourage dark sky lighting. The landscape plan must be coordinated with any village street furniture.

Methods:

The photosimulations required to demonstrate the impact on the viewpoints listed in the Neighborhood Character Performance Criteria must be performed as follows.

1. The photosimulations must be produced using a technique that merges an existing conditions photograph with an elevated 3D computer model of the Master Development Plan and references. The existing photograph and the 3D computer model must be merged using references that exist in both the photograph and the 3D model. The photosimulations should accurately represent the MDP using photorealistic textures that portray the facades and building colors proposed. Streets, sidewalks, landscaping, and anything placed on a roof are a part of the MDP and should be shown in the photosimulations. The lighting used in the photosimulation should be set to the time of day and time of year of when the photographs were taken.

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Tarrytown Station Area Zoning

2. The existing condition photographs should be taken from the viewpoints identified from the location that provides the best view toward the project. They must show leaf-off, no snow conditions and must be taken when atmospheric conditions are clear. Photographs should be taken with at least a 50mm equivalent (normal) lens or telephoto lens. Wide angle lens may only be used when they are necessary to include all elements of the MDP within the frame of the photograph.
3. The Planning Board may require an audit of the photosimulations to ensure that the proper methods have been used and that they accurately reflect all of details of the MDP. The applicant must provide reasonable access to the data used to produce the visual simulations, and the personnel who produced the visual simulations must be granted to auditors identified by the Planning Board, should the Planning Board believe that such audit is required.

6. Infrastructure

Goals:

All developments will minimize their impact on existing infrastructure.

Components:

- The MDP includes an infrastructure plan providing for stormwater capture as per code and incorporates blue / green strategies, including for example: green roofs, blue roofs, detention tanks, green infrastructure, and permeable surfaces within or under the development site inclusive of roads and sidewalks. At a minimum, all streetscapes must include green infrastructure.
- The development shall not result in a net increase in infrastructure costs to the Village.
- The MDP utilizes onsite renewable sources to meet its energy requirements
- The MDP places new infrastructure below grade as *feasible and necessary* for resiliency plans.

7. Open Space

Goals:

All developments will improve access to and continuity between existing public open spaces and the Hudson River.

Components:

- The MDP identifies public and private open spaces within all developments.
- Where applicable, the MDP preserves public view corridors and respects a development buffer of 50 feet from shoreline as measured by the Mean High Water (MHW) line along the Hudson River, except where the use of water is an integral part of such structure.
- Riverfront facades shall not exceed 150 feet in length.
- The MDP provides public access to the water, including points where the public may reach the river. This may include one or more kayak and/or boat launches with adjacent storage racks.

Tarrytown Station Area Zoning

8. Sustainability & Resiliency**Goals:**

All developments will promote human health and safety and minimize resource consumption, including water and energy, waste, and greenhouse gas emissions. Development should incorporate renewable energy systems, adaptability to a changing climate, and resiliency to extreme weather events.

Components:

- The MDP demonstrates holistic consideration for the environmental performance of sites and buildings, which may be satisfied through building and site design that achieve LEED Silver or higher ratings,³ or conform to / exceed Passive House Standards,⁴ or equivalent standards in effect at the time of application.
- The MDP is designed to account for sea level rise, as described in 6 NYCRR Part 490, and to be adaptable to changing projections. The MDP must demonstrate that it does not worsen the potential for flooding within the SAO. The base level(s) of any building must be designed to enable adaptation for sea level rise, including retrofit for wet flood proofing.
- The MDP site and buildings are designed to moderate the impacts of extreme heat and rain events.
- Greywater is captured to irrigate landscaping, gardens or parks.

11. Expiration, Revocation, and Enforcement

An SAO designation shall expire if the SAO designated use or uses cease for more than 24 consecutive months for any reason, if the applicant fails to obtain the necessary Building Permits or fails to comply with the conditions of the site development plan approval as described in § 305-143.

An SAO designation may be revoked by the Village Board of Trustees if the permittee violates the conditions of the site development plan approval or engages in any construction or alteration not authorized by the site development plan. Any such unauthorized or unapproved construction or alteration will immediately trigger a suspension of all work on site and fines as determined by the Village Board of Trustees.

³ <https://new.usgbc.org/leed-v4>

⁴ https://www.passivehouse-international.org/index.php?page_id=150

Affordable & Senior Housing

(Category N/A for non-residential development, and development with fewer than 10 dwelling units)

Number of valid criteria (enter 1, 2, 3,
4, 5 or 6)

6

Criteria	Score	Explanation
Permanently affordable housing	1	0=Zero to 9% of units 1=10 to 19% of units 2=20 to 29% of units 3=30% or more of units
Level of affordability	1	0=None, or more than 120% of AMI 1=Average between 81% and 120% of AMI 2=Average between 61% and 80% of AMI 3=Average 60% or less of AMI
Location of affordable units	1	0=No affordability 1=Off-site 2=On-site, separate building 3=On-site, mixed in-building
Mix of units types	3	0=Little variation of unit types and price points 1=Variation of either price points or unit types 2=Varies price points and unit types 3=Varies price, unit types, and provides options for rental and ownership
Ownership	3	1=100% renter or owner-occupied 3=Substantial mix of renter and ownership options
Senior housing	2	1=No provision for senior housing 2=Provision of on or off-site senior housing 3=Provision of on-site senior housing and day-care/Nursery School combination
Total Affordability Performance		
Possible	18	
Achieved	11	
Normalized to 12.5 scale	7.6	

Neighborhood Character		
Number of valid criteria (enter 1, 2, 3, 4, or 5)	5	
Criteria	Score	Explanation
Impact on public scenic viewsheds	1	0=Significant impacts 1=Significant impact on one view 2=No significant impact on any viewpoint 3=No impact on any viewpoint
Ground floor uses	2	0=Neither active nor transparent 1=Active uses or transparent 2=Active uses and transparent 3=Active uses and transparent designed for pedestrian access and circulation with building orientation to improve wayfinding, access and contribute to a sense of arrival at MNR
Design	2	0=Design is auto-dependent: with many curb cuts, buildings setback from the street, and parking in front 1=Design is auto oriented: curb cuts minimized, parking in building or in rear 2=Design is pedestrian oriented: buildings at or near the streetline, curb cuts minimized 3=Design is pedestrian dependent: prioritizes pedestrians and non-motorized travel over vehicles
Landscape plan	2	0=Landscape plan not complete and/or acceptable 1=Acceptable, and includes native plantings and street trees 2=Excellent and includes native plantings and street trees and full-cutoff, non-polluting light fixtures for dark sky lighting 3=Excellent and includes native plantings and street trees and full-cutoff, non-polluting light fixtures for dark sky lighting. The landscape plan designed with appropriate village street furniture
Uses	3	0=Proposed uses not compatible with residential and recreational uses 1=Proposed uses marginally compatible with residential and recreational uses 2=Proposed uses substantially compatible with residential and recreational uses 3=Proposed uses entirely compatible with residential and recreational uses
Total Neighborhood Character Performance		
Possible	15	
Achieved	10	
Normalized to 12.5 scale	8.33	

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Infrastructure		
Number of valid criteria (enter 1, 2, 3, 4, 5 or 6)	6	
Criteria	Score	Explanation
Existing stormwater runoff	3	0=No change 1=Reduced 2=Eliminated 3=Eliminated using best practices
Stormwater capture	3	0=No plan 1=Minimally provided 2=Provided 3=Provided using best practices
Village water costs	2	0=Net increase in Village water costs 2=No net increase in Village water costs 3=Net decrease in Village water costs
Village sewer costs	2	0=Net increase in Village sewer costs 2=No net increase in Village sewer costs 3=Net decrease in Village sewer costs
Infrastructure design	3	0=Infrastructure elements visible 1=Infrastructure elements minimally visible 2=Infrastructure elements minimally visible and incorporated into design 3=Infrastructure elements not visible
Onsite Renewable Energy	3	0=Less than 10% energy requirements provided by onsite renewable sources 1=10% to 20% energy requirements provided by onsite renewable sources 2=20% to 40% energy requirements provided by onsite renewable sources 3=40% or more energy requirements provided by onsite renewable sources
Total Infrastructure Performance		
Possible	18	
Achieved	16	
Normalized to 12.5 scale	11.11	



Open Space			
Number of valid criteria (enter 1, 2, 3, 4, 5 or 6)	3		
Criteria	Score	Explanation	Notes
All public and private open space identified in the MDP	3	0=No 3=Yes	
Use of open space	2	0=Unprogrammed 1=Passive 2=Provides open space for active uses 3=Provides open space for active uses that is publicly accessible	
Development preserves public view corridors	3	0=No 1=Partially 2=Mostly 3=Entirely	
Development respects a development buffer of 50 feet from the Hudson River, except where the use of water is an integral part of such structure (e.g. water dependent uses)	na	0=No or partially 1=Yes 2=Yes, and buffer is publicly accessible 3=Yes, and publicly accessible buffer significantly exceeds 50'	West of the tracks
Riverfront facades do not exceed 150 feet in length	na	0=No 1=No, but exceptions are water dependent uses 2=Yes, always 3=All riverfront facades 100 feet or less	West of the tracks
Development provides public access to the water where applicable	na	0=No 1=Yes, pedestrian access only 2=Yes, pedestrian access with boat and/or kayak launches 3=Same as 2, with adjacent storage racks for boats and/or kayaks	West of the tracks
Total Open Space Performance			
Possible	9		
Achieved	8		
Normalized to 12.5 scale	11.11		

Sustainability and Resiliency		
Number of valid criteria (enter 1, 2, 3, 4, 5 or 6)	6	
Criteria	Score	Explanation
LEED NB		0=No certification 1=Certified 2=Silver 3=Gold & Platinum
OR		
Passive House	3	0=Does not meet Passive House standards 3=Meets Passive House standards
Graywater	3	0=Does not use or capture graywater 1=Captures graywater for treatment 2=Captures some graywater for reuse 3=Captures all graywater for reuse
Design to moderate the impacts of extreme heat and rain	3	0=No special design features 1=Minimal design features 2=Design features incorporated 3=Exceptional design features incorporated
Sea-Level Rise (SLR)	2	0=Does not consider SLR 1=Minimal design accommodations for SLR 2= Design considers SLR 3= Buildings designed to flood
Flooding within SAO	2	0=Worsens potential for flooding outside site 1=Does not worsen the potential for flooding 2=Reduces the potential for flooding for abutting developments 3=Reduces potential of flooding in the Station Area
Energy Performance	3	0=Does not meet NYS energy efficiency standards 1=Meets NYS energy efficiency standards 2=Shows increase of at least 25% above NYS energy efficiency standards 3=Shows increase of at least 40% above NYS energy efficiency standards
Total Sustainability Performance		
Possible	18	
Achieved	13	
Normalized to 12.5 scale	9.0277778	

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Bonus Points		
Criteria	Score	Explanation
Contributions to station area improvement fund	2	0=Contribution less than 0.25% of project cost 1=Contribution between 0.25% and 0.499% of project cost 2=Contribution between 0.5% and 0.999% of project cost 3=Contribution between 1% and 1.499% of project cost 4=Contribution 1.5% or more of total project cost
Architectural legacy	0	0=No special design features 1=Design is reflects Tarrytown's architectural legacy
Project qualities not elsewhere captured	0	0=Project does not contain exceptional qualities not elsewhere captured 1=Project contains exceptional qualities not elsewhere captured 2=Project contains significant exceptional qualities not elsewhere captured
Fiscal Impact	1	0=Project has a net negative impact on municipal finances 1=Project has no net impact on municipal finances 2=Project has a net positive impact on municipal finances 3=Project has a significant net positive impact on municipal finances
Bonus Point Total		
Possible	10	
Achieved	3	

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**Village of Tarrytown Police Department
Office Memorandum**

To: Chief John Barbelet

From: Lt. Gregory Budnar

Date: July 26, 2019

RE: Village Code Amendment (Section 291-70 Schedule V: U-Turn Prohibitions)

Section 291-8 of the Village Code states "No person shall make a U-turn on any of the streets or parts of streets described in Schedule V (§ 291-70), attached to and made a part of this chapter."

Section 291-70 of the Village Code (Schedule V: U-Turn Prohibitions) describes the name of the streets and locations where U-Turns are prohibited. The following amendment should be made to Section 291-70 (new language in bold italic print);

Name of Street	Location
Broadway, North	Intersection of North Broadway and McKeel Avenue
<i>Main Street</i>	<i>From Broadway to Windle Park</i>
Mechanics Avenue	Intersection With Central Avenue
Sheldon Avenue	Intersection of Sheldon Avenue and Meadow Street/Browning Lane
Sheldon Avenue	Intersection of Stephen Drive

Main Street (from Broadway to Windle Park) is a busy section of roadway with a large amount of vehicular and pedestrian foot traffic. There are many roadways in the area that motorists can travel on from Main Street that will allow them to go around the block and return to Main Street in the opposite direction, thus removing the need for vehicles to make U-turns. The action of making a U-turn can be dangerous and also impede traffic. The reason for this code amendment is to improve traffic flow and make the area safer for motorists and pedestrians.

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**Village of Tarrytown Police Department
Office Memorandum**

To: Chief John Barbelet

From: Lt. Gregory Budnar

Date: July 26, 2019

RE: Village Code Amendment (Section 291-67 Schedule II: Speed Limits)

Section 291-5 of the Village Code states "The maximum speed at which vehicles may proceed on or along any streets or highways within the Village is hereby established at 30 miles per hour, except that the speed limit for vehicles proceeding on or along those streets or parts of streets described in Schedule II (§ 291-67) shall be as indicated in said schedule."

Section 291-67 of the Village Code (Schedule II: Speed Limits) describes the name and location of streets and their designated speed limits. The following addition should be made to Section 291-67 (new language in bold italic print);

Name of Street	Speed Limit (mph)	Location
<i>Birch Way</i>	<i>25</i>	<i>Entire Length</i>
<i>Grove Street, South</i>	<i>25</i>	<i>Entire Length</i>
<i>Heritage Court</i>	<i>25</i>	<i>Entire Length</i>
<i>Heritage Hill Road</i>	<i>25</i>	<i>Entire Length</i>
<i>Leroy Avenue</i>	<i>25</i>	<i>Entire Length</i>
<i>Loh Avenue</i>	<i>25</i>	<i>Entire Length</i>

The reason for this code amendment request is to slow down traffic in the Loh Park area. Lowering the posted speed limit will increase safety for motorists and pedestrians while also decreasing the potential for motor vehicle accidents.

§ 205-2. Registration required; application; fees; reports to be provided; casual day laborers.

- A. No person who represents himself/herself under the definitions included in § 205-1 hereinabove shall perform or provide services associated with that type of business within the Village of Tarrytown, except when such performance or work is done in compliance with the regulations set forth in this chapter.
- B. No green industry contractor shall provide or perform such services within the Village of Tarrytown unless duly registered.
- C. All green industry contractors shall complete registration forms provided by the Village Clerk. The applicant shall provide the village with proof that the applicant has the qualifications and/or the background to perform this type of work.
- D. All applications shall be submitted to the village for verification and review.
- E. An annual registration and reviewing fee, as adopted by resolution of the Board of Trustees, shall accompany the application form. Only the amount required for the reviewing process shall be nonrefundable if the applicant is not deemed acceptable to be registered in the Village of Tarrytown.¹ [Amended 5-6-1991 by L.L. No. 5-1991]
- * F. All green industry contractors shall provide the village with a report, due on January 31, listing the amount of pesticides and herbicides used by that contractor in the Village of Tarrytown during the previous calendar year.
- G. Residents of the Village of Tarrytown who fall under the definition of "green industry contractors" under § 205-1 under the age of 18 years old or over the age of 60 years old or classified as handicapped or those persons who by law or custom, are considered to be casual day laborers whose work is limited to the cutting of grass, the trimming of shrubs or the raking and bagging of leaves or other light yard work of a similar nature shall be exempt from the requirements of Subsection E hereinabove, provided that they perform these types of services as individuals.

§ 205-3. Use of power equipment; burning of waste products; placement of refuse or leaves in public areas.

- A. No power equipment shall be used in performing any service which is the subject of this chapter between the hours of 5:00 p.m. and 8:00 a.m., Monday through Saturday, and between the hours of 5:00 p.m. and 12:00 noon on Sunday.
- B. No person shall burn any waste product, including but not limited to paper, rubbish, leaves or wood, at any time.
- C. No refuse or material of any type, including leaves, shall be placed along or upon any public property, public highway or public place within the Village of Tarrytown by any green industry contractor in performing any service which is the subject of this chapter.

1. Editor's Note: Such fees are on file and available for inspection in the office of the Village Clerk during regular office hours.

**Village of Tarrytown Police Department
Office Memorandum**

To: Chief John Barbelet

From: Lt. Gregory Budnar

Date: July 29, 2019

RE: Village Code Amendment (Section 291-77 Schedule XII: Parking Prohibited at All Times)

Section 291-16A of the Village Code states "Parking prohibited at all times. No person shall park a vehicle at any time upon any of the streets or parts thereof described in Schedule XII (§ 291-77), attached to and made a part of this chapter."

Section 291-77 of the Village Code (Schedule XII: Parking Prohibited at All Times) describes the name and location of streets and their designated parking restrictions. The following addition should be made to Section 291-77 (new language in bold italic print);

Name of Street	Side	Location
<i>Riverview Avenue</i>	<i>West</i>	<i>From the pedestrian footbridge in a southerly direction for a distance of 25 feet and from the west curb in an easterly direction for a distance of 9 feet.</i>

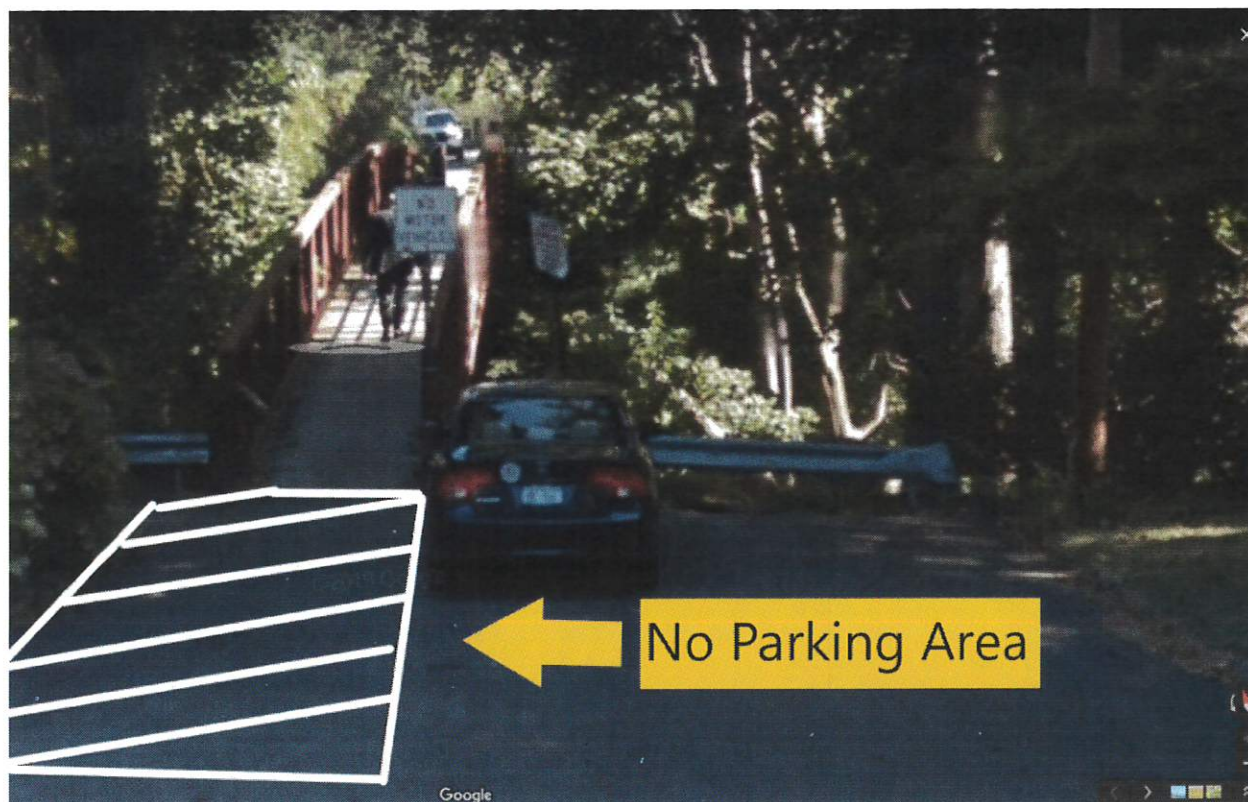
The reason for this code amendment request is to prevent vehicles from blocking the entrance to the pedestrian footbridge on Riverview Avenue. An increase of vehicles parking in this area has generated complaints of vehicles parked in a manner that obstructs pedestrians from entering the footbridge.

* Please see page 2 for image of code change request.

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Village of Tarrytown Police Department
Office Memorandum

Image of requested no parking area.



Kathy Deufemia

From: Richard Slingerland
Sent: Tuesday, July 30, 2019 2:16 PM
To: Kathy Deufemia; Joshua Ringel
Cc: Dan Pennella
Subject: Fwd: Toll Brothers - Request for Board of Trustees 8 14 2019 Agenda
Attachments: Toll Brothers Letter.pdf; ATT00001.htm

For the August 14 Work Session.

Sent from my iPhone

Begin forwarded message:

From: "Gray, Jennifer L." <JGray@kblaw.com>
To: "Richard Slingerland" <rslingerland@tarrytowngov.com>
Cc: "Kathy Zalantis" <zalantis@szlawfirm.net>, "Dan Pennella" <DPennella@tarrytowngov.com>, "Greg Otis" <gotis@tollbrothers.com>
Subject: Toll Brothers - Request for Board of Trustees 8 14 2019 Agenda

Hi Rich,

As a follow up to your meeting with Greg Otis in July, attached please find a letter submitted on behalf of Toll Brothers seeking to be placed on the August 14, 2019 work session agenda of the Board of Trustees regarding the following:

1. Acceptance of the 3 remaining Open Space Parcels of the Wilson Park Subdivision
2. Authorizing you to execute the proposed Lot 10 Trail & Access Easement

One hard copy of the attached letter and exhibits are being overnighted to your office. If you need additional hard copies, please let me know and we'd be happy to provide.

Thank you,
Jennifer

Jennifer L. Gray
Member



445 Hamilton Avenue, Suite 1500
White Plains, NY 10601
(914) 946-4777 Ext: 336
(914) 946-6868 (Fax)
jgray@kblaw.com
www.kblaw.com

[Follow us on Twitter](#)

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KEANE & BEANE P.C.
ATTORNEYS AT LAW

- **Main Office**
445 Hamilton Avenue
White Plains, NY 10601
Phone 914.946.4777
Fax 914.946.6868
- **Mid-Hudson Office**
200 Westage Business Center
Fishkill, NY 12524
Phone 845.896.0120
- **New York City Office**
505 Park Avenue
New York, NY 10022
Phone 646.794.5747

JENNIFER L. GRAY
Member
jgray@kblaw.com
Also Admitted in CT

July 30, 2019

VIA EMAIL (RSLINGERLAND@TARRYTOWNGOV.COM)
AND OVERNIGHT COURIER

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

Re: Toll Brothers, Inc.
Wilson Park, Tarrytown

Dear Mr. Slingerland:

Toll Brothers, Inc. ("Toll") requests that the Board of Trustees accept the remaining Open Space Parcels at Wilson Park and authorize you to execute the Lot 10 Trail & Access Easement. Specifically, Toll requests that the following items be placed on the agenda of the Board of Trustees for its work session meeting on August 14, 2019:

1. Offer of Dedication for Open Space Parcels – Toll requests that the Board of Trustees accept its offer of dedication for Open Space Parcels A, B and C. An annotated and color-coded copy of the Offer of Dedication, dated May 23, 2014, is enclosed herein at **Exhibit A**. A proposed Deed is enclosed herein at **Exhibit B**.

By way background, since the Offer of Dedication was originally submitted to the Board of Trustees in 2014 the following actions have occurred relevant to the Offer of Dedication: 1) Board of Trustees indicated it is not interested in accepting dedication of the Wilson Park Drive Roadbed and instead it was discussed that the Village would be responsible for snow and ice removal as set forth in a Roadway and Utility Easement; and 2) the Board of Trustees accepted dedication of Open Space Parcel D (soccer field) in March 2016 and that deed was recorded in May 2016. Upon acceptance of the Open Space Parcels, the Wilson Park Homeowner's Association will remain responsible for the maintenance of the stormwater infrastructure located on Open Space Parcels A and B. HOA access to such Open Space Parcels is in place through recorded easements located between Lots 7 and 8 and between Lots 12 and 13. Additionally, the proposed Lot 10 Trail & Access Easement (see below)

Mr. Richard Slingerland
July 30, 2019
Page 2

includes Village access to Open Space Parcel B. Village access to Open Space Parcel A can be accomplished from Tower Hill Road.

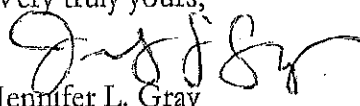
2. Lot 10 Trail & Access Easement – The easement has been revised as per comments from Village staff and the Village Attorney. The proposed Lot 10 Trail & Access Easement is enclosed herein as **Exhibit C**.

The following items remain outstanding, although documents to accomplish same were previously submitted to Village staff and the Village Attorney for review. Toll understands that Village staff and the Village Attorney will recommend action on these items when plans for a gate at the end of the driveway for Lot 1 and Lot 2, as per the existing Access Easement by which Toll granted limited access to the Village over the Lot 1 and Lot 2 driveway, is complete in a manner that is mutually satisfactory to Toll and the Village.

1. Offer of Dedication for Sewer and Water Infrastructure – The public water and sewer infrastructure installed by Toll is located in Wilson Park Drive, Beech Lane and Warner Lane.
2. Roadway and Utility Easement – This document grants the Village an easement over Wilson Park Drive for snow and ice removal, and for access to the water and sewer infrastructure for maintenance purposes.
3. Supplemental Lot 2 Access Easement – Pursuant to the Lot 2 Site Plan Approval, this easement is offered by Toll over the additional area of the existing driveway leading to the soccer field which area was not included in the Lot 2 access easement conveyed to the Village in 2012.

If you need any further information, please let me know. We thank the Board of Trustees for its consideration.

Very truly yours,


Jennifer L. Gray

JLG/sb
Encls.

cc: Katherine Zalantis, Esq., Village Attorney (via email – zalantis@szlawfirm.net)
Dan Pennella, Building Inspector (via email – dpennella@tarrytowngov.com)
Toll Brothers, Inc. (via email – gotis@tollbrothers.com)

EXHIBIT A

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THIS OFFER OF DEDICATION made the 23rd day of May, 2014 between TOLL LAND V LIMITED PARTNERSHIP, a New York limited partnership, having a business address at 250 Gibraltar Road, Horsham, Pennsylvania 19044, as party of the first part, and the VILLAGE OF TARRYTOWN, a municipal corporation having its principal offices and place of business in the Village Hall, One Depot Plaza, Tarrytown, New York 10591.

WITNESSETH, that the party of the first part, in consideration of One (\$1.00) Dollar and other good and valuable consideration paid by the party of the second part, does offer to dedicate unto the party of the second part, for purposes of maintaining open space, in fee simple, subject to an easement in favor of the party of the first part, its successors and assigns, for the purpose of maintaining drainage facilities, the following four (4) parcels:

OPEN SPACE PARCEL A: All that certain lot, plot and parcel of land contained, situate, lying and being in the Village of Tarrytown, Town of Greenburgh, County of Westchester and State of New York, identified as Open Space Parcel A on Sheet 4 of 4, Subdivision Map prepared for Toll Land V Limited Partnership in the Village of Tarrytown, Town of Greenburgh, Westchester County, N.Y., filed in the Office of the Clerk of the County of Westchester, Division of Land Records as Map No. 28452, annexed hereto as Schedule A and made a part hereof.

OPEN SPACE PARCEL B: All that certain lot, plot and parcel of land contained, situate, lying and being in the Village of Tarrytown, Town of Greenburgh, County of Westchester and State of New York, identified as Open Space Parcel A on Sheet 3 of 4, Subdivision Map prepared for Toll Land V Limited Partnership in the Village of Tarrytown, Town of Greenburgh, Westchester County, N.Y., filed in the Office of the Clerk of the County of Westchester, Division of Land Records as Map No. 28452, annexed hereto as Schedule A and made a part hereof.

OPEN SPACE PARCEL C: All that certain lot, plot and parcel of land contained, situate, lying and being in the Village of Tarrytown, Town of Greenburgh, County of Westchester and State of New York, identified as Open Space Parcel A on Sheet 3 of 4, Subdivision Map prepared for Toll Land V Limited Partnership in the Village of Tarrytown, Town of Greenburgh, Westchester County, N.Y., filed in the Office of the Clerk of the County of Westchester, Division of Land Records as Map No. 28452, annexed hereto as Schedule A and made a part hereof.

OPEN SPACE PARCEL D: All that certain lot, plot and parcel of land contained, situate, lying and being in the Village of Tarrytown, Town of Greenburgh, County of Westchester and State of New York, identified as Open Space Parcel A on Sheet 2 of 4, Subdivision Map prepared for Toll Land V Limited Partnership in the Village of Tarrytown, Town of Greenburgh, Westchester County, N.Y., filed in the Office of the Clerk of the County of Westchester, Division of Land Records as Map No. 28452, annexed hereto as Schedule A and made a part hereof.

13
→ March 2016
BOT accepted
dedic. of Parcel D
(sorcerer field).
Deed recorded
5/6/16
#552863428

WITNESSETH, that the party of the first part, in consideration of One (\$1.00) Dollar and other good and valuable consideration paid by the party of the second part, does offer to dedicate unto the party of the second part, for highway purposes, in fee simple, that portion of Wilson Park Drive contained, situate, lying and being in the Village of Tarrytown, Town of Greenburgh, County of Westchester and State of New York, identified as Wilson Park Drive on Sheet 3 of 4 and Sheet 4 of 4, Subdivision Map prepared for Toll Land V Limited Partnership in the Village of Tarrytown, Town of Greenburgh, Westchester County, N.Y., filed in the Office of the Clerk of the County of Westchester, Division of Land Records as Map No. 28452, annexed hereto as Schedule A and made a part hereof, but not including that portion of Wilson Park Drive shown on Sheet 1 of 4 of said Subdivision Map, annexed hereto as Schedule A.

The within offer of dedication shall be irrevocable and shall run with the land and may be accepted by the Village of Tarrytown recording same in the Office of the Clerk of the County of Westchester, Division of Land Records, or recording a certified resolution accepting the within offer, or upon the delivery to and acceptance by the said Village of a good and sufficient deed conveying the four (4) parcels and that portion of Wilson Park Drive described above, by the party of the first part to the party of the second part, subject to an easement over the four (4) parcels in favor of the party of the first part, its successors and assigns, for the purpose of maintaining drainage facilities.

The property affected by this instrument is presently known on the Tax Map of the Town of Greenburgh as follows:

Open Space Parcel A	1.10-1-30.16.A
Open Space Parcel B	1.10-1-30.17.B
Open Space Parcel C	1.10-1-30.18.C
Open Space Parcel D	1.50-20-60.20.D
Wilson Park Drive	1.10-1-30.15

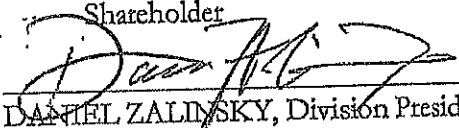
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In Witness Whereof, the party of the first part has duly executed this Offer of Dedication the day and year first above set forth.

TOLL LAND V LIMITED PARTNERSHIP

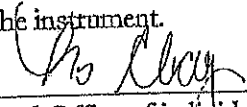
By: TOLL PEPPERTREE, INC.
General Partner

By: TOLL BROTHERS, INC.
Shareholder


DANIEL ZALINSKY, Division President

STATE OF NEW YORK)
)SS:
COUNTY OF DUTCHESS)

On the 23 day of May, in the year 2014 before me, the undersigned, personally appeared DANIEL ZALINSKY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Signature and Office of individual taking acknowledgement

LISA A. CLEARY
Notary Public, State of New York
No. 01CL6082385
Qualified in Dutchess County
Commission Expires 07-28-2017

13

03423

03423



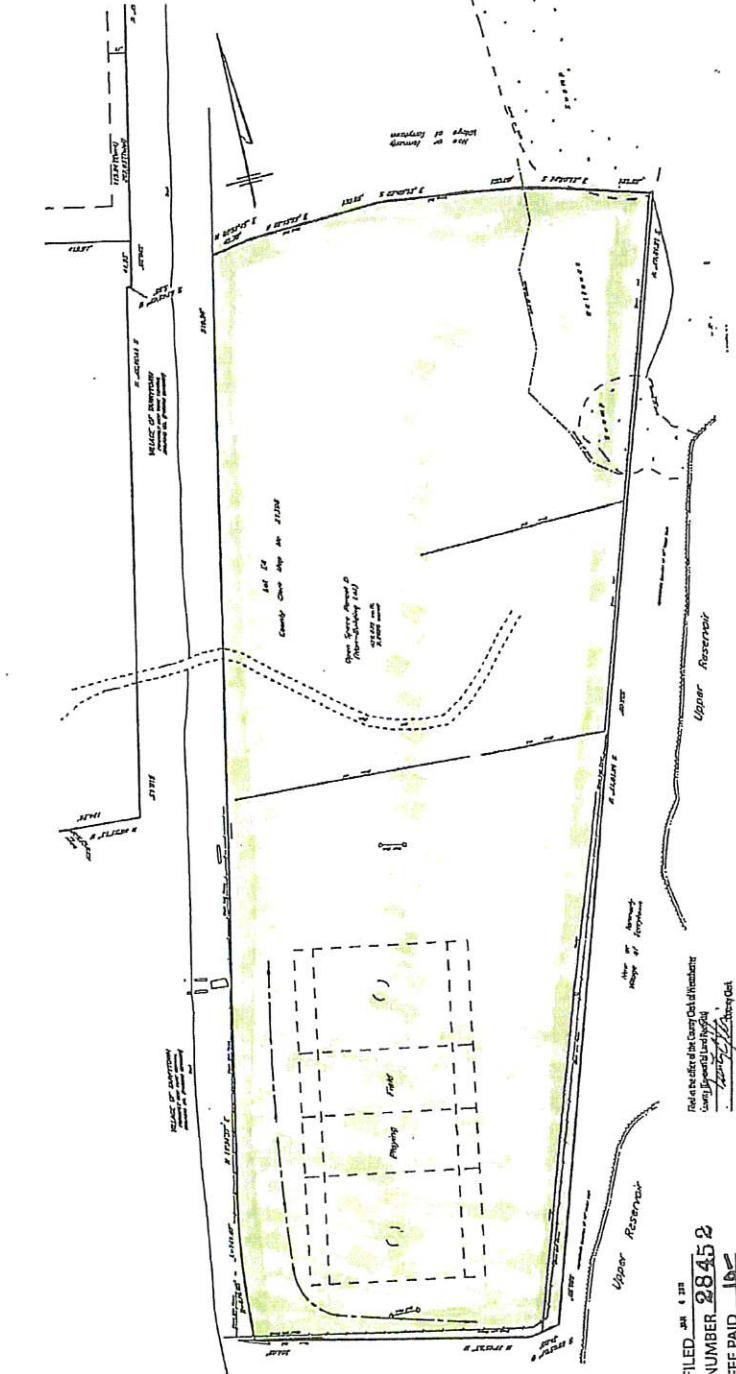
SLEEPY HOLLOW
TOWN OF GREENBURGH
COUNTY OF WESTCHESTER, N.Y.

Approved by the Board of Trustees of the Town of Greenburgh, New York, on this 11th day of September, 2010.

Attest: *[Signature]*
TOWN CLERK

Approved by the Board of Trustees of the Town of Greenburgh, New York, on this 11th day of September, 2010.

Attest: *[Signature]*
TOWN CLERK



Sheet 2 of 4
Subdivision Map
prepared for
Toll Land V Limited Partnership
in the Village of
Tarrytown
Town of Greenburgh
Westchester County, N.Y.
Scale 1"=50'
Sept. 30, 2010

EXISTING INFORMATION

NO.	DESCRIPTION	DATE
1	As shown on the map of the Town of Greenburgh, New York, dated 1910.	1910
2	As shown on the map of the Town of Greenburgh, New York, dated 1920.	1920
3	As shown on the map of the Town of Greenburgh, New York, dated 1930.	1930
4	As shown on the map of the Town of Greenburgh, New York, dated 1940.	1940
5	As shown on the map of the Town of Greenburgh, New York, dated 1950.	1950
6	As shown on the map of the Town of Greenburgh, New York, dated 1960.	1960
7	As shown on the map of the Town of Greenburgh, New York, dated 1970.	1970
8	As shown on the map of the Town of Greenburgh, New York, dated 1980.	1980
9	As shown on the map of the Town of Greenburgh, New York, dated 1990.	1990
10	As shown on the map of the Town of Greenburgh, New York, dated 2000.	2000

FILED
NUMBER 28452
FEE PAID 10



[Signature]
TOWN CLERK

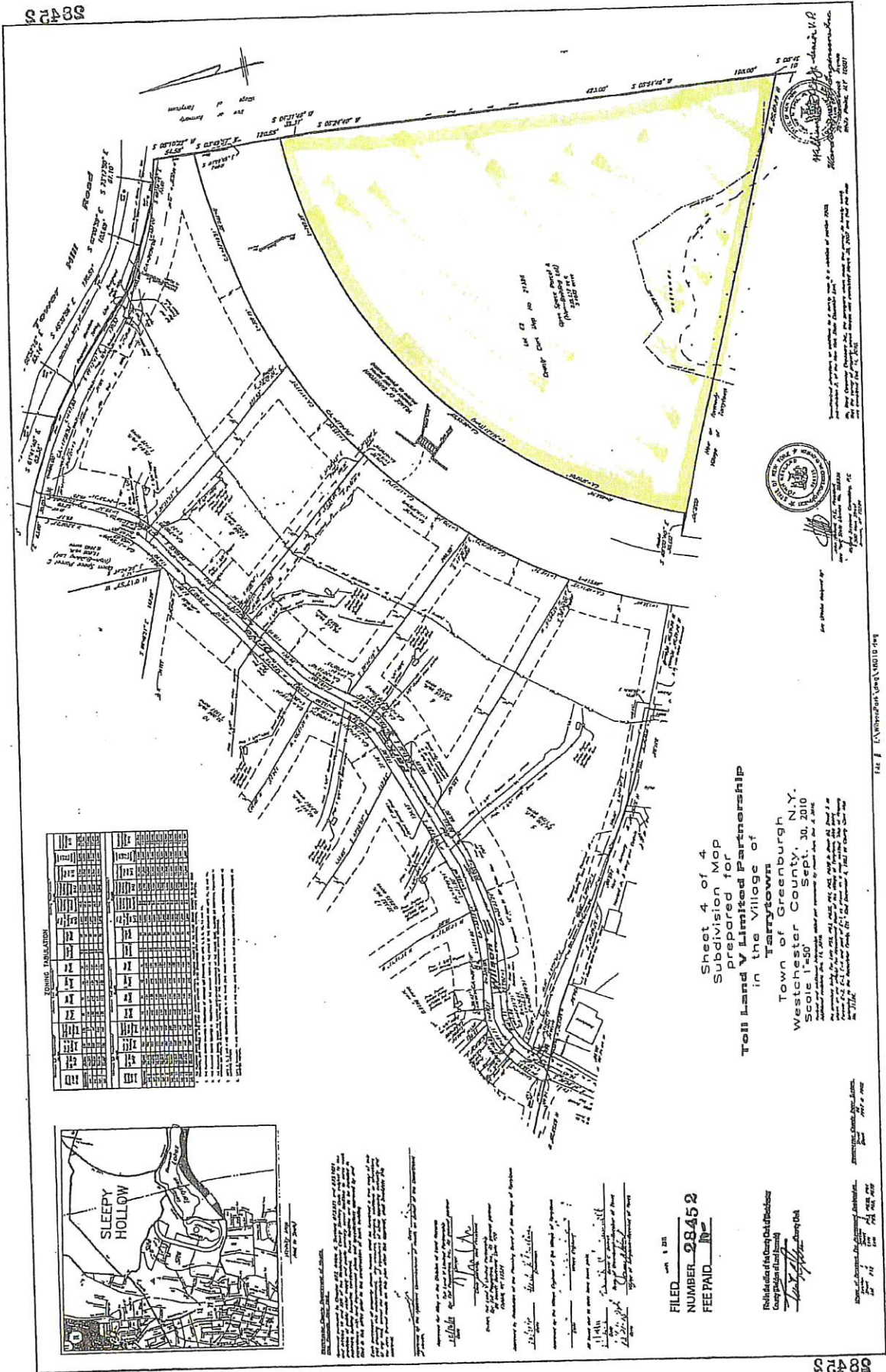


EXHIBIT B

13
BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS
(INDIVIDUAL OR CORPORATION) FORM 8007

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR
SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made this ____ day of _____, 2019,

between

TOLL LAND V LIMITED PARTNERSHIP, a New York limited partnership, having an address of
250 Gibraltar Road, Horsham, Pennsylvania 19044

party of the first part, and

VILLAGE OF TARRYTOWN, a municipal corporation, having an address of Village Hall, One Depot
Plaza, Tarrytown, NY 10591

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and No Cents
(\$10.00), lawful money of the United States, paid by the party of the second part, does hereby grant and
release unto the party of the second part, the heirs or successors and assigns of the party of the second
part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon
erected, situate, lying and being in the Village of Tarrytown, Town of Greenburgh, County of Westchester
and State of New York, being more particularly described in Schedule "A" annexed hereto and made a
part hereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in
and to said premises,

SUBJECT TO a non-exclusive easement and right-of-way to the Westchester Estates at Wilson
Park Homeowners Association, Inc. upon, over, under and across the premises herein granted for the
purpose of ingress and egress to and from the stormwater facilities located on the premises herein granted
for maintenance and repair of such facilities.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the
heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, covenants that the party of the first part has not done or suffered
anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the
party of the first part will receive the consideration for this conveyance and will hold the right to receive
such consideration as a trust fund to be applied first for the purpose of paying the cost of the
improvement and will apply the same first to the payment of the cost of the improvement before using
any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so
requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year
first above written.

TOLL LAND V LIMITED PARTNERSHIP

By: TOLL PEPPERTREE, INC.

General Partner

By: TOLL BROTHERS, INC.

Shareholder

JAMES FITZPATRICK, Division President

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss.:

On the _____ day of _____, 2019, before me, the undersigned, personally appeared JAMES FITZPATRICK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

Deed

Title No. n/a

TOLL LAND V LIMITED PARTNERSHIP

To

VILLAGE OF TARRYTOWN

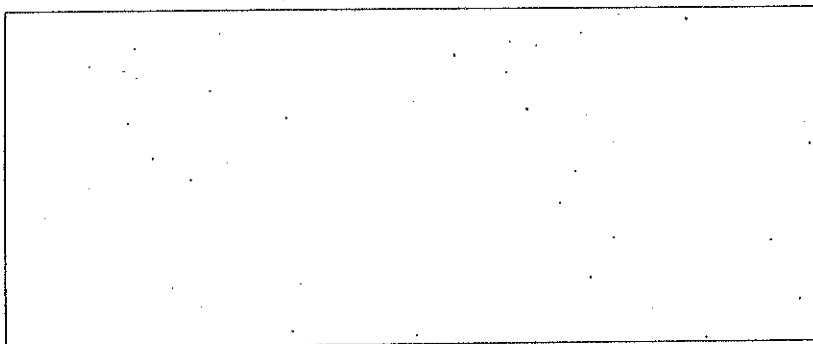
Section: 1.10
Block: 1
Lot(s): 30.16A
30.17B
30.18C

Town/City: Greenburgh

Return By Mail To:

Katherine Zalantis, Esq.
Silverberg Zalantis LLP
220 White Plains Road
Tarrytown, New York 10591

Reserve This Space For Use Of Recording Office:



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EXHIBIT C

TRAIL & ACCESS EASEMENT AGREEMENT

AGREEMENT (this "Agreement") made as of this ____ day of _____, 2019, between TOLL LAND V LIMITED PARTNERSHIP, a New York limited partnership having an address at 42 Old Ridgebury Road, 2nd Floor, Danbury, Connecticut 06810, hereinafter referred to as "Grantor" and the VILLAGE OF TARRYTOWN, a municipal corporation, with its offices located at 1 Depot Plaza, Tarrytown, New York 10591, hereinafter referred to as "Grantee" or the "Village."

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property situate, lying and being in the Village of Tarrytown, Town of Greenburgh, County of Westchester and State of New York designated as Lot 10 as shown on the "*Subdivision Map prepared for Toll Land VI Limited Partnership in the Village of Tarrytown, Town of Greenburgh, Westchester County, N.Y.*", prepared by Ward Carpenter Engineers, Inc. and recorded in the Office of the Westchester County Clerk on January 4, 2011 as Map No. 28452 ("Subdivision Map") and more particularly described on Schedule A annexed hereto and made a part hereof ("Lot 10"); and

WHEREAS, Grantor desires to provide a trail easement over Lot 10 pursuant to the Subdivision Map for the benefit of the Village.

NOW, THEREFORE, these covenants, restrictions and easements are set forth herein and Declarant, for itself and its successors and assigns, does hereby subject Lot 10 to these covenants, easements and restrictions set forth herein, all of which shall run with the land, be binding upon and inuring to the benefit of all parties, now or in the future, having any property interest in Lot 10 or any part thereof.

1. **EASEMENT:** Grantor hereby grants to the Village a perpetual pedestrian trail easement over, across and upon a portion of Lot 10, which trail easement area is more fully described at Schedule B annexed hereto and made a part hereof ("Trail Easement Area") which shall be open to (1) the public for general pedestrian purposes for use by the general public, and (2) the Village for pedestrian and vehicular access to Open Space Parcel B (identified on the Tax Map of the Town of Greenburgh as 1.10-1-30.17.B) for maintenance purposes.

2. **MAINTENANCE:** The Village shall maintain and repair, at its sole cost and expense, the Trail Easement Area, including the landscape plantings located therein, in good condition and repair at all times. The Village shall have the right to enter upon the Trail Easement Area with workmen, equipment, and construction components, for the

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purpose of maintaining, clearing, repairing, and/or replacing the trail and maintaining the landscape plantings, all at the sole cost of the Village. The Village shall indemnify and hold the owner of Lot 10 harmless from all claims arising by reason of said work, including reasonable attorney's fees and costs which may be incurred in defense thereof.

3. INDEMNIFICATION: Except to the extent caused by the negligence or willful misconduct of the owner of Lot 10, the Village shall defend, indemnify, protect, and hold the owner of Lot 10 harmless from and against any and all claims, actions suits, damages, liabilities, costs, and expenses, arising out of or in connection with use by the Village and/or the public of the Trail Easement Area hereby declared and granted, including reasonable attorney's fees and costs which may be incurred in defense thereof.

4. WAIVER OF RESPONSIBILITY: Except to the extent caused by the negligence or willful misconduct of the owner of Lot 10, the Village releases, waives and discharges the owner of Lot 10 from all liability to the Village, and for any and all losses or damages arising out of or in connection with use of the Trail Easement Area hereby declared and granted.

5. MODIFICATION: This Agreement can be modified only in writing in such form as is required to record a modification hereto in the Office of the Clerk of the County of Westchester, and signed by the owner of Lot 10 and the Village. No modification, waiver or consent with respect to this Agreement shall be binding unless it is in writing and signed by the party against whom such modification, waiver or consent is sought.

6. ENFORCEMENT: The Parties and their successors, heirs and assigns, shall have the right to enforce this Easement by any proceeding at law or in equity, against any person or persons violating or attempting to violate any provision of this Easement, to restrain said violation, to require specific performance and/or to recover damages, and to recover any legal fees incurred in connection with such proceeding. Failure to seek enforcement of any provision of this Easement herein contained shall not be deemed a waiver of the right to do so thereafter.

7. Wherever the sense of this Agreement may make it necessary or appropriate, any singular word or term used herein shall include the plural and any masculine word or terms used herein shall include the feminine.

8. The rights of way, easements, and other rights created herein shall run with the land and shall be binding upon and shall inure to the benefit of the Village and its successors, and the owner of Lot 10 and its heirs, successors and assigns.

9. This Agreement shall be governed and construed under and in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, this Agreement has been executed by Grantor and the Village of Tarrytown as of the day and year first above written.

**TOLL LAND V LIMITED
PARTNERSHIP**

**By: Toll Peppertree, Inc., its general
partner**

By: _____
Name: James Fitzpatrick
Title: Division President

THE VILLAGE OF TARRYTOWN

By: _____
Name:
Title:

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss.:

On the ____ day of _____, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared James Fitzpatrick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

13
STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

On the ____ day of _____, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

RECORD AND RETURN TO:

Village Clerk
Village of Tarrytown
1 Depot Plaza
Tarrytown, New York 10591
Attn: Carol A. Booth

2

SCHEDULE A

Description of Lot 10



August 04, 2015

**DESCRIPTION OF PROPERTY
LOT 10
LEGENDS AT WILSON PARK**

All that certain lot or parcel of land known as Lot 10, situated in the Village of Tarrytown, Westchester County, State of New York, as shown on a plan entitled, "Subdivision map prepared for Toll Land V Limited Partnership", sheet 1 of 4, dated September 30, 2010, and filed in the Westchester County Clerk's Office, on January 4, 2011, as filed map 28452, more particularly described as follows:

Beginning at a common corner of Lots 10 and Open Space C, on the northerly side of Wilson Park Drive and running;

1. along the northerly line of Wilson Park Drive, South 55 degrees 05 minutes 35 seconds West 87.89 feet,
2. South 53 degrees 24 minutes 46 seconds West 139.10 feet, and
3. on a curve to the left having a radius of 223.00 feet, an arc length of 39.98 feet, and having a central angle of 10 degrees 16 minutes 24 seconds; thence
4. along a line common to Lot 10 and Lot 11, North 45 degrees 12 minutes 55 seconds West 124.23 feet and
5. North 39 degrees 34 minutes 21 seconds West 150.60 feet; thence
6. along a line common to Lot 10 and Open Space B, North 61 degrees 50 minutes 52 seconds East 109.06 feet; thence
7. along a line common to Lot 10 and the lands now or formerly Curry-Bernacchia and the lands now or formerly Beristain & Andreou, South 84 degrees 37 minutes 58 seconds East 19.27 feet,
8. South 77 degrees 17 minutes 34 seconds East 152.60 feet, and
9. South 66 degrees 48 minutes 21 seconds East 142.29 feet; thence
10. along a line common to Lot 10 and Open Space C, South 34 degrees 54 minutes 25 seconds East 4.71 feet to the point or place of beginning.

Containing 1.20 acres of land more or less.

Subject to a portion of a proposed 20' wide Trail Easement #2 as shown on said filed map no. 28452.
Subject to right of ways, easements and restrictions, if any.

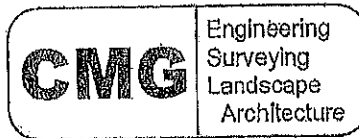
CMG Engineering, Surveying and Landscape Architecture, P.C.

60 Merritt Blvd. Suite 100 · Fishkill, New York 12524

p: 845.897.8952 · f: 845.897.8901

SCHEDULE B

Description of Trail & Access Easement Area



June 6, 2017

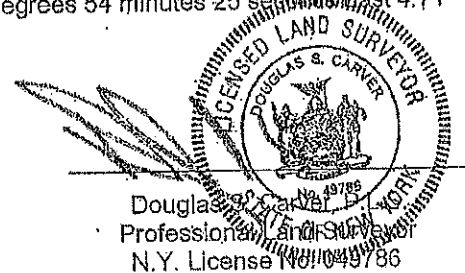
DESCRIPTION OF PROPERTY
PERMANENT VARIABLE WIDTH TRAIL EASEMENT
THROUGH LOT 10
LEGENDS AT WILSON PARK

All that certain lot or parcel of land situated in the Village of Tarrytown, Westchester County, State of New York, as shown on a plan entitled, "Subdivision map prepared for Toll Land V Limited Partnership", sheet 1 of 4, dated September 30, 2010, and filed in the Westchester County Clerk's Office, on January 4, 2011, as filed map 28452, more particularly described as follows:

Beginning at a common corner of Lots 10 and Open Space C, on the northerly side of Wilson Park Drive and running;

1. along the northerly line of Wilson Park Drive, South 55 degrees 05 minutes 35 seconds West (filed map South 55 degrees 05 minutes 48 seconds West) 20.62 feet; thence
2. over and thru Lot 10, North 66 degrees 48 minutes 22 seconds West 62.02 feet,
3. North 81 degrees 57 minutes 46 seconds West 12.94 feet,
4. North 83 degrees 45 minutes 19 seconds West 54.82 feet,
5. On an arc of a curve to the right having a radius of 32.50 feet, an arc length of 12.37 feet and a central angle of 21 degrees 47 minutes 57 seconds,
6. North 61 degrees 57 minutes 22 seconds West 72.95 feet,
7. North 77 degrees 17 minutes 34 seconds West 43.23 feet,
8. North 84 degrees 37 minutes 58 seconds West 78.00 feet and
9. North 85 degrees 16 minutes 40 seconds West 1.76 feet; thence
10. along a line common to Lot 10 and Open Space B, North 61 degrees 50 minutes 52 seconds East 36.25 feet; thence
11. over and thru Lot 10, South 84 degrees 37 minutes 58 seconds East 50.80 feet; thence
12. along a line common to Lot 10 and the lands now or formerly Curry-Bernacchia and the lands now or formerly Beristain & Andreou, South 77 degrees 17 minutes 34 seconds East 125.99 feet, and
13. South 66 degrees 48 minutes 21 seconds East 142.29 feet; thence
14. along a line common to Lot 10 and Open Space C, South 34 degrees 54 minutes 25 seconds East 4.71 feet to the point or place of beginning.

Subject to right of ways, easements and restrictions, if any.



CMG Engineering, Surveying and Landscape Architecture, P.C.
42 Old Ridgebury Road • 2nd Floor • Danbury, Connecticut 06810

p: 203.616.4951 • f: 203.616.4950



RECEIVED

JUL 29 2019

TARRYTOWN VILLAGE ADMINISTRATOR

July 25, 2019

Mayor Drew Fixell
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591

Dear Mr. Fixell:

It is my pleasure to inform you that a grant of \$10,000 has been authorized, effective immediately, to Rivertowns Village Green to provide cultural and educational programming at the Tarrytown farmers market. A copy of my letter to Ms. Tammy Abraham is enclosed for your information.

It is my understanding that the Village of Tarrytown has agreed to administer the funds for Rivertowns Village Green.

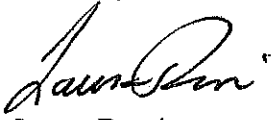
You will note in my letter to Ms. Abraham that a fiscal accounting of grant expenditures is to be submitted to us with the final report due June 26, 2020. It is understood that any funds not used for the purposes described in these letters will revert to the Westchester Community Foundation.

This grant is subject to financial audit upon our notification during or immediately following the grant period. A separate bank account is not required, but it is necessary that a separate accounting of this grant be maintained.

The grant will be given in one payment of \$10,000. A check will be issued shortly after we receive the signed original of this letter and the signed grant award letter addressed to Ms. Abraham.

We appreciate your assistance in the administration of this grant.

Sincerely,



Laura Rossi
Executive Director

AFFIRMED AND ACCEPTED:

VILLAGE OF TARRYTOWN

By: _____

Title: _____

Date: _____

July 25, 2019

Ms. Tammy Abraham
Co-President
Rivertowns Village Green
P.O. Box 221
Tarrytown, NY 10591

Dear Ms. Abraham:

It is our pleasure to inform you that the Board of Advisors of the Westchester Community Foundation has approved a one-year grant of \$10,000 to Rivertowns Village Green. This grant is to be used for deepening Rivertowns Village Green's cultural and educational programming at the Tarrytown farmers market, per your proposal dated February 28, 2019. The source of this grant is the Arnold E. and Olga C. Feldman Fund. Expected grant results are the following:

- provide two musical or performance acts, and children's activities each week;
- offer inter-generational educational activities, focusing on local foods and farms, gardening, rain barrels, composting, and chef demonstrations; and
- work with local leaders to provide a community platform for Washington Irving Bicentennial programming.

This grant is to be used as stated above. Any funds not expended for that purpose must revert to The Westchester Community Foundation.

Our grant will be transmitted through the Village of Tarrytown as funds administrator for Rivertowns Village Green. A copy of our letter to Mayor Drew Fixell is enclosed for your information.

The grant will be given in one payment of \$10,000. A check will be issued shortly after we receive the signed original of this letter and the signed letter sent to the Village of Tarrytown as funds administrator. Please keep a copy of this letter for your files. Please note that any proposed changes to the budget or project must be submitted in writing and approved by Foundation staff.

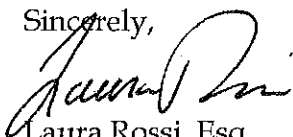
Please credit the Westchester Community Foundation for our support in any publicity about this grant and send us a copy of the results. Please use the paragraph on the attached sheet as the final paragraph in your press release. We would like to add a link to your website and also ask you to include a link to ours. Also included is suggested language for your Twitter account or Facebook page.

We request that an Interim Report be submitted to us by December 20, 2019 and a Final Report be submitted to us by June 26, 2020. Please mark your calendar, as you will not receive any

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further notice. Forms can be downloaded from our website: www.wcf-ny.org. Please note that reports are an integral part of our monitoring and evaluation process; release of any future payment or review of any future grant request will be contingent on our receipt and satisfactory review of the information provided.

We wish you success in developing this project.

Sincerely,



Laura Rossi, Esq.
Executive Director

Enc.

AFFIRMED AND ACCEPTED:

Rivertowns Village Green

By: _____

Title: _____

Date: _____

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NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Hudson River Estuary Program
625 Broadway, Albany, NY 12233-3506
P: (518) 402-8270 | F: (518) 402-9029
www.dec.ny.gov

June 28, 2019

Richard Slingerland
Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591

Dear Mr. Richard Slingerland:

Congratulations! Village of Tarrytown has been selected for a grant of **\$271,000** for the "Tarrytown Losee Park Shoreline Stabilization, Kayak Launch and Education" project under the 2019 Hudson River Estuary Grant Program (Contract No. C00980GG).

All NYS agencies are required to use the NYS Grants Gateway to execute grant contracts. The Master Contract for Grants (MCG) for this grant award has been developed in the Grants Gateway. I will send you an email shortly outlining the next steps in preparation for contract execution.

Please be sure any communication or press release about this grant award includes a statement that funding for the grant award is provided by the New York State Environmental Protection Fund, NYSDEC Hudson River Estuary Program.

Thank you for your partnership and commitment to preserving the vitality of the Hudson River Estuary.

Sincerely,



Susan Pepe
Grants Coordinator

cc: Frances Dunwell, Hudson River Estuary Program Coordinator



Department of
Environmental
Conservation

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ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Tarrytown Losee Park Shoreline Stabilization, Kayak Launch and Education

CONTRACTOR SFS PAYEE NAME: TARRYTOWN VILLAGE OF

CONTRACT PERIOD: From: 08/01/2019

To: 07/31/2022

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

The Village of Tarrytown is requesting \$375,000 in funds from the Hudson River Estuary Natural Resources Damages Grant program, in order to extend the stabilization of the Hudson River shoreline of Losee Park in Tarrytown by 200 linear feet and reduce erosion and reduce impacts of flooding to adjacent areas. The project will also improve public access for people of all abilities to the existing kayak/ canoe launch at the Park. The project will also be undertaken in partnership with the Public Schools of the Tarrytowns (2,000 K-12 students and special needs students) to promote wildlife related recreation and educational interpretation and to engage local constituents (over 100 seniors at the nearby Senior Center and about 900 historically underserved residents of lower income housing within a ten-minute walk of Losee Park) in the enjoyment of nature through the design and utilization of the new quarter-acre parklike setting made possible through shoreline stabilization. Many residents from the EJ areas located along the adjacent Sleepy Hollow/ Tarrytown border currently benefit from the use of recreational facilities, summer youth camps as well as youth programs for baseball, softball, soccer, and football at Losee Park. As a result, the project will offer a model for the future redevelopment of the Village waterfront.

DETAIL

Objective	
1	To stabilize the Losee Park Shorebank - The project will use sustainable or living shoreline methods to extend and replace the existing rotted out steel sheet pile bulkhead with an armored, vegetated revetment along the Hudson River.
Tasks	
1.1	Mapping - A map of the project area will be completed.
Performance Measures	
1.1.1	Map - Map completed and submitted to DEC
Tasks	
1.2	Engagement of Estuary Staff and review of approved permit - Engagement of Estuary Staff and review of approved permit
Performance Measures	
1.2.1	Invite and comments at Stakeholder and Project Meetings--Minutes - Minutes at Stakeholder and Project Meetings
Tasks	
1.3	End-User engagement at Public Board Meetings and Recreation Dept. meetin - End-users and public will be invited to Village Board and Recreation Department meetings to review project elements and provide input.
Performance Measures	
1.3.1	End-user comments at public meetings - Public Meeting Minutes
Tasks	
1.4	Final Design Drawing and Construction Documents- - Final Design Drawing and Construction Documents-Storm Resiliency and Living Shoreline Elements included
Performance Measures	
1.4.1	Final Design including storm resiliency and living shoreline elements - Final Design including storm resiliency and living shoreline elements
1.4.2	DEC Permit Obtained - DEC Permit approved in February 2019
1.4.3	Construction Documents and Bid Specs - Construction Documents and Bid Specs
Tasks	
1.5	Removal of Existing Steel Sheet Piling and Installation of Natural Stone R - Removal of Existing Steel Sheet Piling and Installation of Natural Stone Rip Rap and Living Shoreline Elements
Performance Measures	

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ATTACHMENT C - WORK PLAN
DETAIL

- 1.5.1 Bid Documents - Bid Documents
- 1.5.2 Construction of new natural stone rip rap - Construction of new natural stone rip rap

Objective	
2	Kayak launch improvements - Enter info
Tasks	
2.1	New task - Enter info
Performance Measures	
2.1.1	New performance measure - Enter info

ATTACHMENT C - WORK PLAN

DETAIL

Objective	
3	Educational interpretation and experiential learning - School District educational interpretation and experiential learning of Hudson River water quality and wildlife
Tasks	
3.1	High School Educational Activities - High school science classes participate in a "Day in the Life of the Hudson River." Biology, chemistry and earth science students collect biological and chemical water quality data on different days and analyze the data
	<u>Performance Measures</u>
3.1.1	Curriculum and lesson plan - Purchase of water quality kits and microscopes; lesson plan
3.1.2	Water quality data - Water quality data with the use of compound microscopes and water sample kits
Tasks	
3.2	Middle and elementary school educational activities - Middle school and elementary school students will take "seining" trips down to the new access and collect river life and learn what is in the Hudson River
	<u>Performance Measures</u>
3.2.1	Curriculum and lesson plan - Purchase of seining nets and lesson plan
3.2.2	Research reports - Research reports with the use of seining nets
Tasks	
3.3	Special Needs Students Educational Activities - Six independent classes of special needs students will take trips to the new access point at Losee Park along the Hudson River and engage in seining trips and "Day in the Life of the Hudson River" research activities
	<u>Performance Measures</u>
3.3.1	Curriculum and lesson plan - Curriculum and lesson plan
3.3.2	Research reports with the use of seining nets - Research reports with the use of seining nets
3.3.3	Water quality data - Water quality data with the use of compound microscopes and water sample kits

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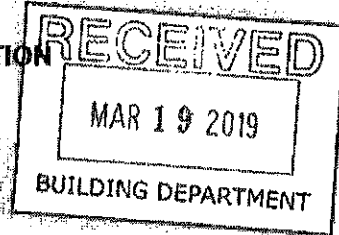
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SECTION C

BID PROPOSAL

LOSEE PARK - SHORELINE RESTORATION
CONTRACT NO. 2019-02



TO:

Village of Tarrytown
Village Hall
Office of the Village Administrator
One Depot Plaza
Tarrytown, NY 10591

Bid Submitted By:

(Name)

R. PUGNI & SONS INC.

25 BEDELL RD. KATONAH N.Y 10532

(Address)

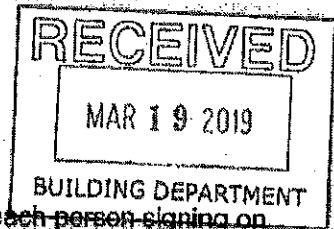
(914) 227-8871

(Telephone No.)

1. I/We do hereby declare that I/we have carefully examined the Instructions to Bidders, the Plans, Profiles and other drawings and the Specifications relating to the above entitled matter and the work, and have also examined the site.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings, and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefor, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/we will execute a contract therefor, containing all the terms, conditions, provisions, and covenants necessary to complete the work according to the Plans and Specifications therefor within fifteen (15) business days after the award of the contract, and if I/we fail to execute said contract within said period of time, that the Village Board shall have the power to rescind said award and also that the said Board shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond. The Contract execution will serve as the official notification to commence work.
5. I/We do also declare and agree I/we will commence the work within five (5) days after the contract execution and will complete the work fully and in every respect on or before the time specified in said contract and do authorize the said Board, in case of failure to complete the work within such specified time, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the contract. I/we further agree that the Owner may deduct for liquidated damages the sums set forth in the Special Conditions if I/we fail to complete the work within the time limits specified.

18
SECTION C (cont.)

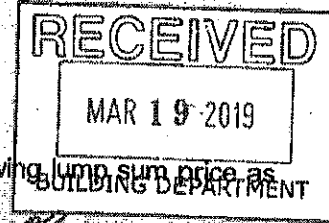
BID PROPOSAL (cont.)



6. I/We hereby affirm that by submission of this bid, each bidder and ~~each person signing on~~ behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief;
- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
 - (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; and
 - (d) No member of the Village Board or any officer or employee of the Village of Tarrytown, New York, or person whose salary is payable in whole or in part from the said Village Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
7. I/We hereby further agree that this proposal is a firm bid and shall remain in effect for a period of at least forty five (45) calendar days from the date of the opening bids, and that within said period of forty five (45) days, the Village will accept or reject this proposal, or this time period may be extended by mutual agreement.
8. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signator on this proposal in behalf of this corporation.
9. I/We hereby affirm that I/we will adhere to the requirements of the attached "Affirmative Action Certification."
10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.

SECTION C (cont.)

BID PROPOSAL (cont.)



11. I/We will accept, in full payment for the completed work, the following lump sum price as my/our base bid:

Amount in Figures: \$ 774,950
Seven Hundred Seventy four thousand nine hundred fifty & 00/100
Amount in Words

12. I/We will accept, in full payment for the completed work, the following lump sum price for the additional optional bid items:

Amount in Figures: \$ 478,604.⁰⁰
four hundred seventy eight thousand six hundred and four
Amount in Words

R. PUGNI & SONS INC.
(Legal Name of Bidder)

Date: 3.18.2019

[Signature]
(Authorized Signature)

25 Bedford Rd.
KATONAH NY 10536
(Address)

Corporate Seal (if incorporated)

Bidder acknowledges receipt of Addenda as follows:

1 March 14, 2019

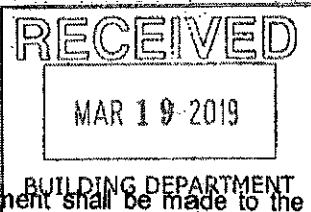
[Signature]
(Signature)

(Signature)

(Signature)

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UNIT PRICE BID SHEET
Losee Park Shoreline Restoration
Contract 2019-02
VILLAGE OF TARRYTOWN, NEW YORK



UNIT PRICES

Should additional or less work of the following categories be required, adjustment shall be made to the contract amount at the following unit price. The prices indicated herein shall apply to both ADD or DEDUCT. The Village reserves the option to not utilize these unit prices if the Village evaluates that the unit prices are not realistic and, therefore, pay for additive amount based upon a time and material cost.

Quantities are for estimated comparison purposes only. The Contractor shall verify all quantities, and refer to bid drawing, technical specifications, and Section H for unit price and description of work.

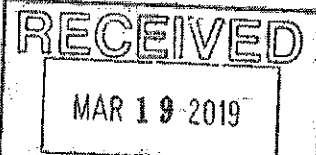
Base Bid Scope of Work (Station 0+00 to Station 1+68)

Item No.	Description	Est. Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS		\$ 10,000. ⁰⁰
2	Cast-In-Place Concrete Wall	1	LS		\$ 56,000. ⁰⁰
3	Demo Existing Bulkhead	146	LF	@ 50'/4.	\$ 7,300. ⁰⁰
4	Vegetation and Tree Removal	1	LS		\$ 5,000. ⁰⁰
5	Shoreline Excavation and Removal	1	LS		\$ 120,000. ⁰⁰
6	Bedding Stone Placement	380	TON		\$ 45,000. ⁰⁰
7	Rip Rap Stone Placement	1600	TON		\$ 400,000. ⁰⁰
8	Precast Concrete Jersey Barrier	133	LF	@ 50'/4	\$ 6,650. ⁰⁰
9	Tidal Wetland Planting	1	LS		\$ 25,000. ⁰⁰
10	Demobilization	1	LS		\$ 100,000. ⁰⁰

BASE BID SUBMISSION:

\$ 774,950.⁰⁰

SEE ADDITIONAL OPTIONAL BID ITEMS ON NEXT PAGE

ADDITIONAL OPTIONAL BID ITEMS:**Base Bid Scope of Work (Station 1+68 to Southern Extent ~2+80)**

Item No.	Description	Est. Quantity	Unit	BUILDING DEPARTMENT	
				Unit Price	Total Price
1A	Mobilization	1	LS		\$ 1.00
3A	Vegetation and Tree Removal	1	LS		\$ 2,500.00
4A	Shoreline Excavation and Removal	1	LS		\$ 132,000.00
5A	Bedding Stone Placement	300	TON		\$ 35,000.00
6A	Rip Rap Stone Placement	1240	TON		\$ 300,000.00
7A	Precast Concrete Jersey Barrier	112	LF		\$ 5,600.00
9A	Tidal Wetland Planting	1	LS		\$ 2,500.00
10A	Demobilization	1	LS		\$ 1,000.00

ADDITIONAL OPTIONAL ITEMS BID SUBMISSION:

\$ 478,601.00

- Bidder must show the bid amounts legibly written in ink or typewritten in Arabic numerals only. Illegibility, as determined by the Owner, will be grounds for the rejection of the bid.
- Strike out that does not apply and initial all corrections
- Bid comparisons and low bid will be determined based on the Base bid summation.
- Bidder must provide price for each additional optional item.
- Owner may decide to delete optional items from the contract scope, partially or full.

RECEIVED
MAR 19 2019
and magnitude, together
BUILDING DEPARTMENT

RECEIVED
MAR 19 2019
and magnitude, together
BUILDING DEPARTMENT

[illegible]

The full name and places of residence of all persons and parties interested as principals in the foregoing proposal are as follows:

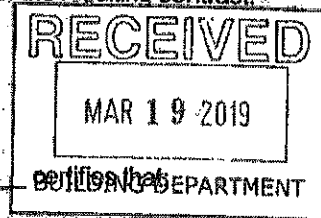
RICHARD PUGNI
ANGELA PUGNI

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AFFIRMATIVE ACTION CERTIFICATION

A bidder will not be eligible for award of a contract under this Invitation for Bids unless such a bidder has submitted as part of its bid the following certification, which will be deemed a part of the resulting contract:

BIDDERS' CERTIFICATION



R. PUGH & SONS INC.
(Bidder)

1. They intend to use the following listed construction trades in the work under the contract _____

LOCAL 456

LOCAL 137

LOCAL 60

_____ and

2. a. As to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part 1 of these Bid Conditions for participation in the Westchester County Plan, it will comply with the Westchester County area within the scope of coverage of the Plan, those trades being:

LOCAL 456

LOCAL 137

LOCAL 60

_____ and/or

- b. as those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts, the minimum minority manpower utilization goals and the specific affirmative actions steps contained in said Part II, for all construction work (both state and non-state) in the Westchester County area subject to these Bid conditions, those trades being:

LOCAL 456

LOCAL 137

LOCAL 60

_____ and/or

3. they will obtain from each of their subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

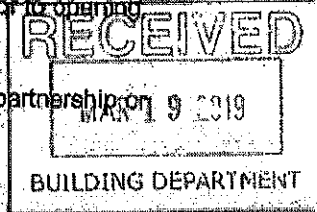
18
NON-COLLUSIVE BIDDING CERTIFICATION

Date: 3.18.2019

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.



R. PUGH & SONS INC.
Company

By [Signature]

PRES.
Title

25 Bedell Rd
Address

KATONAH N.Y 10536

914 227-8871
Phone

15

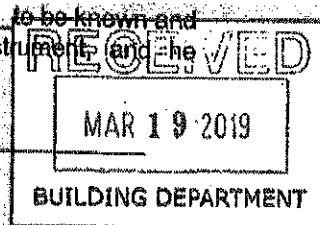
INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS:
COUNTY OF WESTCHESTER)

On this _____ day of _____, in the year 20____, before

me personally came _____
known to me to be the person described in and who executed the foregoing instrument, and he
acknowledged to me that he executed the same.

Notary Public



PARTNERSHIP ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS:
COUNTY OF WESTCHESTER)

On this _____ day of _____, in the year 20____, before

me personally came _____

a member of the co-partnership of _____
to me known and known to me to be the person described in and who executed the foregoing instrument,
and he acknowledged to me that he executed the same as and for the act and deed of the said co-
partnership.

Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS:
COUNTY OF WESTCHESTER)

On this 18th day of March, in the year 2019, before

me personally came RICHARD PUGLI
to me known, who, being by me duly sworn, did depose and say that he resides in/at

25 Bedell Rd. KATONAH NY 10536
that he is the President of the

R. PUGLI & SONS INC, the corporation described in and which executed the
foregoing instrument, that he knows the corporate seal of the said corporation, that the seal affixed to the
said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said
corporation, and that he signed his name thereto by like order.



Notary Public

ANNA MARIA SILVESTRI
Notary Public, State of New York
No. 01S16315254
Qualified in Westchester County
Term Expires: November 24, 2022

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

R. Pugnì & Sons, Inc.
25 Bedell Road, Katonah, NY 10538

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
20 Riverside Road, Mail Stop 03AN, Weston, MA 02493
State of New Hampshire

OWNER:

(Name, legal status and address)

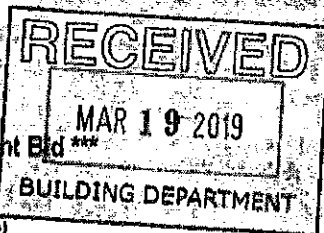
Village of Tarrytown
1 Depot Plaza, Tarrytown, NY 10591

BOND AMOUNT: *** Five Percent (5%) of the Amount Bid ***

PROJECT:

(Name, location or address, and Project number, if any)

Loose Park - Shoreline Restoration
Project No. 2019-02



This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of March, 2019

(Contractor)

(Witness)

R. Pugnì & Sons, Inc.

(Contractor as Principal)

(Seal)

(Title)

Richard Pugnì, President

The Ohio Casualty Insurance Company

(Surety)

(Seal)

(Title)

Diana Toledo, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated:

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200596-8200596

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeffrey P. Deldin, Christopher Greene, Raegan Guglielmo, Diana Toledo

all of the city of Brewster state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signatures and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such Instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19 day of March, 2019.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



THE OHIO CASUALTY INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2017

Assets		Liabilities	
Cash and Bank Deposits	\$22,398,732	Unearned Premiums	\$1,200,504,734
*Bonds — U.S Government	501,755,079	Reserve for Claims and Claims Expense	3,145,397,036
*Other Bonds	3,842,445,321	Funds Held Under Reinsurance Treaties	0
*Stocks	161,029,164	Reserve for Dividends to Policyholders	154,803
Real Estate	24,027,802	Additional Statutory Reserve	0
Agents' Balances or Uncollected Premiums	717,524,715	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	30,875,608	Other Liabilities	107,937,270
Other Admitted Assets	<u>847,561,563</u>	Total	\$4,453,993,843
Total Admitted Assets	<u>\$6,147,617,98</u>	Special Surplus Funds	\$ 28,196,932
		Capital Stock	4,500,000
		Paid in Surplus	738,183,897
		Unassigned Surplus	922,743,312
		Surplus to Policyholders	<u>1,693,624,141</u>
		Total Liabilities and Surplus	<u>\$6,147,617,98</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2017, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 16th day of March, 2018.

Tim Mikolajewski
Assistant Secretary

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State of _____
County of _____

INDIVIDUAL
ACKNOWLEDGEMENT

On this _____ day of _____, before me personally came _____ to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires _____
Notary Public

State of _____
County of _____

PARTNERSHIP
ACKNOWLEDGEMENT

On this _____ day of _____, before me personally came _____ to me known and known to me to be a member of the firm of _____ described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires _____
Notary Public

State of _____
County of _____

CORPORATE
ACKNOWLEDGEMENT

On this _____ day of _____, before me personally came _____ to me known, who being by me duly sworn, did depose and say that he is the _____ of _____ the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires _____
Notary Public

State of New York
County of Putnam

SURETY
ACKNOWLEDGEMENT

On this 19th day of March, 2019, before me personally came Diana Toledo

_____ to me known, who, being by me duly sworn, did depose and say that he is in attorney-in-fact of The Ohio Casualty Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires _____
Notary Public

RAEGAN A. GUGLIELMO
Notary Public, State of New York
No. 01GU62707380
Qualified in Putnam County
Term Expires June 15, 2021



WESTCHESTER OFFICE
1 North Broadway, Suite 803
White Plains, NY 10601
P: 914.997.8510 or 888.539.9073
www.chazencompanies.com

July 25, 2019

Donato R. Pennella, P.E.
Village Engineer / Building Inspector
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10595

*Re: Professional Services Proposal – Structural Red Flag
Main & River Streets Bridge (BIN 2263200)
Tarrytown, Westchester County, New York
Chazen Proposal #PM19-135*

Dear Mr. Pennella,

The Chazen Companies (Chazen) are pleased to submit this proposal for professional services associated with responding to NYSDOT's draft yellow flag of the Main & River Street Bridge located off Railroad Avenue in the Village of Tarrytown, Westchester County, New York (hereinafter referred to as the "subject site").

This proposal is outlined to provide a site visit, structural assessment and written report in response to a draft New York State Department of Transportation (NYSDOT) Yellow Flag report that was sent to the Village dated July 2, 2019. It is noted that Chazen has been notified that the Yellow Flag subsequently became a Red Flag and immediate attention is required. We have not been furnished and thus have not reviewed the Red Flag report.

PROJECT UNDERSTANDING

Chazen has reviewed the draft Yellow Flag report and spoken with the Village Engineer and DPW Superintendent, we understand that the Client needs to respond within the allotted time to the Flagged Condition and present recommendation to remedy the deficiencies. The project site is an existing 16 span multi steel girder bridge. The subject structure links two developed areas that cross the Metro-North Railroad near the Tarrytown Station and is heavily utilized by motorists and pedestrians. According to the Yellow Flag report there are cracks on Span 12 and Span 13. We understand the Client would like to engage Chazen to observe the condition of the subject Spans, assess the deficiencies noted in the NYSDOT Flag report and recommend repairs or suggested solutions for their review. After consultation with the Village, Chazen may be asked to prepare a set of structural construction documents that implements the repair/replacement solutions, however the scope and professional services fee for the same will be fully identified in a future scope of services.

SCOPE OF SERVICES

Based on the documents reviewed and our conversation with you, we offer the following task scopes which we believe are needed to accomplish your desired objectives.

Task 01 — STRUCTURAL CONDITION ASSESSMENT

New York: Hudson Valley • Capital District • North Country • Westchester
Tennessee: Nashville • Chattanooga Oregon: Portland

Chazen Engineering, Land Surveying & Landscape Architecture Co. DPC (NY) • Chazen Engineering Consultants, LLC (TN/OR)

Scope — Chazen will assess the condition of the structural deficiencies identified in the 7/2/19 Flag report of the Railroad Avenue Bridge (subject structure) as required by the New York State Department of Transportation (NYSDOT) and its referenced standards. Chazen envisions that this work will include:

- **Document Review.** Chazen will review the original construction documents for the subject structure that are made available to us by the Client.
- **Site Visit.** Chazen will visit the project site and gather existing structural span framing information needed to complete our assessment.
- **Assessment.** Chazen will perform a level-1 load rating for the two (2) spans with flagged conditions per the requirements of the New York State Department of Transportation (NYSDOT) and its referenced standards. Based upon the level-1 load rating, a posting analysis will then be performed.
- **Recommendations.** Chazen will provide concept-level recommendations for addressing structurally deficient portions of the subject structure in narrative form, as well as a load-posting recommendation. These recommendations will seek to locally repair the portions of the superstructure that were flagged.
- **Report.** Chazen will document our observations, Level-1 Load Rating and posting analysis and concept-level recommendations for repair in a letter-report response to the NYSDOT.

Assumptions and Limitations — Chazen is assuming that this assessment is focused on only the deficient conditions of the bridge structure itself identified in the July 2, 2019 flag report from NYSDOT. Chazen is available to provide structural design services, professional survey services, utility mark out / relocation services, regulatory review and permitting services, hazardous material sampling and testing services, or traffic control design services at the Client's request as a future additional service.

Deliverables — Chazen will provide the Client with a written letter-report of our observations, Level-1 Load Rating, concept level recommendations, potential repair details and will include a photograph log of the flagged conditions. Chazen will provide the report electronically in portable document format (pdf).

Fee and Schedule — Chazen will perform this scope for the lump sum fee of \$4,100, which includes reimbursable expenses. Chazen anticipates that the services outlined herein can be started within one week of receipt of the signed agreement and completed in two weeks after the site visit.

ASSUMPTIONS

In addition to assumptions previously described in this Proposal, Chazen assumes that:

- Deliverables and effort estimates are as described above in our tasks. If requested, Chazen can provide a proposal for additional efforts other than those included in this scope of services, including additional reports or correspondence, CAD drawings, applications, reviews, permits, fees, analyses, or engineering evaluations or designs, and/or additional meetings/conference calls.
- The Client must provide access to the site for the site visit, will appraise Chazen of any special conditions that may affect personnel working at the site (e.g., access, safety, environmental issues), and will operate any facility features during the site visit as needed.
- The Client will coordinate use of a Village bucket truck for our field assessment. Further, Chazen assumes that the Village bucket truck will provide Chazen access to all areas that Chazen needs to observe to adequately prepare the noted assessment and load rating. Further, Chazen assumes that the Village will provide all coordination and permitting with any Authorities Having Jurisdiction so that we

- can access the site and that the Village will also provide traffic control to complete the work.
- Chazen assumes that the existing pier girders and columns are stable.
- Chazen has excluded any traffic control plans or temporary structures that may be required or desired by the Village. Chazen is available to provide a review and control plans if required as an additional service.
- The Client will provide available records regarding the bridge, including record drawings, reports, etc. Documents will be provided in electronic format and Chazen can rely on the accuracy and completeness of information furnished to Chazen.

SUBSTANTIVE REVISIONS

The Scope of Services provided in this proposal was developed based on information available at the time it was prepared, including the known conditions of the site. In the event of project changes (e.g., additional information becomes available, regulatory agencies require additional studies, the extent of the project or its design, etc.) a Professional Services Change Order will be provided to you. Additionally, Client requested changes to the documents after the originals are submitted to regulatory agencies will constitute a change in services and will also require a Professional Services Change Order.

PROFESSIONAL SERVICES FEE SCHEDULE

Chazen proposes to bill each task as indicated in the following Fee Summary Table. Invoices will be issued monthly for all services performed during that month and are payable upon receipt.

Lump Sum tasks will be billed commensurately with the percentage of the task that has been completed.

Reimbursable expenses, which include our direct expenses, such as mileage, overnight mailings, extensive photocopying and map reproductions are included in the task.

FEE SUMMARY TABLE

Tasks			Anticipated Schedule
Task No.	Task Description	Lump Sum	Task Duration
01	STRUCTURAL ASSESSMENT & Level 1 Load Rating	\$4,100	See Task Description
Fee Subtotals		\$4,100	
Total Estimated Fee Budget		\$4,100	

1 Projected start and end dates are subject to change and are based on the date from authorization to proceed. Because certain aspects of the project are outside of our control we cannot guarantee completion of this project within these schedules.

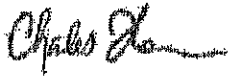
AGREEMENT

Attached please find a copy of our Standard Agreement. Receipt of an executed copy of this Agreement will be our authorization to schedule the performance of this work. (Note that all retainers will be held and applied to the project's final invoice.) Please be aware that the projected task start and completion dates are based upon timely receipt of the signed Agreement. A delay in returning the necessary documents may require modification of the proposed task start and completion dates as described herein. This proposal is valid for 30 days from the date hereof.

Please note that while we have furnished what we believe is a comprehensive and complete scope of services, we are open to dialogue as to how we may modify our proposal to ensure that our services may better meet your needs, and/or how alternate approaches may be implemented.

Please feel free to contact me at (914) 269-5612 or cthorn@chazencompanies.com if you have any questions. Chazen looks forward to working with you on this project.

Sincerely,



Charles Thorn, P.E.,
Director, Engineering Services

Attachment: Standard Agreement

cc: Joe Lanaro, VP
Michael Clark
All Proposal CC

Professional Services Agreement

Project Name: BIN 2263200 Red Flag Tarrytown

Proposal Number: PM19-135

Project Number: _____

AGREEMENT MADE this _____ day of _____, 2019 by and between Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (CELSLA), a New York professional corporation with its principal place of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to as "The Chazen Companies" or "Chazen") and Village of Tarrytown, NY (hereafter referred to as "Client").

1. **PURPOSE:** Client hereby retains Chazen to perform the services described in the Proposal For Professional Services dated July 28, 2019 which is hereby made a part of this Agreement.

2. **COMPENSATION:** Chazen's compensation for services shall be as stated in the Proposal For Professional Services. Chazen shall submit invoices on or about the tenth day of each month. Invoices shall be payable upon receipt. Invoices not paid within 80 days will be assessed a finance charge of 1.5% per month. At the beginning of each calendar year Chazen reserves the right to adjust its billing rates in accordance with Chazen's new annual fee schedule. Chazen may suspend its performance under this Agreement until all delinquent amounts due for services and expenses have been paid. All amounts due and owed Chazen under this Agreement shall be paid in full at the completion of services. Chazen may refuse to release reports, maps and materials prepared by Chazen for Client until all arrearages are paid in full. If Chazen is required to retain an attorney and/or collection agency to collect amounts due Chazen under this Agreement, Client agrees to pay Chazen's reasonable attorney's and/or collection fees together with the costs and disbursements of any such action.

☐ A retainer in the amount of \$_____ will be required prior to the initiation of services. This retainer will be held until the end of the project and applied to Client's final invoice. Any excess amount will be returned to Client.

☐ Final payment will be due upon delivery of the final work product (e.g. report, survey, etc.).

3. **COOPERATION:** Client agrees to keep Chazen informed of changes to the project scope and schedule, and shall arrange for and provide Chazen entry to property in order to perform the services. Client shall give Chazen prompt notice of any potentially hazardous or injurious conditions Client knows of or has reason to know of which may be present on property Chazen must enter. Client agrees to allow Chazen to display appropriate promotional signage during construction, and to allow Chazen to make a photographic record of the project prior to, during, and subsequent to construction. Client agrees to allow Chazen to use photographic images, along with information about the project and/or a description of the services provided, for promotional purposes without restriction or monetary compensation.

4. **PROJECT DOCUMENTS:**

A. All Documents which may include, but are not limited to, Plans, Specifications, Survey Plats, Technical Reports and Correspondence are instruments of service with respect to this Project, and Chazen shall retain an ownership and property interest therein, including the right to reuse the Documents. The right to alter the Documents belongs only to Chazen.

B. Client and Client's contractors or other consultants may rely only upon printed copies (also known as hard copies) of Documents that are signed and sealed by a Licensed Professional employed by Chazen. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies govern.

C. Any electronic copies (files) provided will be provided solely as a convenience and shall NOT be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a Licensed Professional employed by Chazen.

D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.

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Professional Services Agreement

Project Name: BIN 2263200 Red Flag, Tarrytown

Proposal Number: PM19-135

Project Number: _____

- E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.
- F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.
- G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.

5. **RISKS, INSURANCE & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:

- A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen will be responsible for the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.
- B. Chazen agrees that it will not bring hazardous or toxic materials onto Client's property. Client understands that the ordinary course of work performed by Chazen may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Chazen began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.
- C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the lesser of \$1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.

6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.

7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.

8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.

9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.

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Professional Services Agreement

Proposal Number: PM19-135

Project Name: BIN 2263200 Red Flag, Tarrytown

Project Number: _____

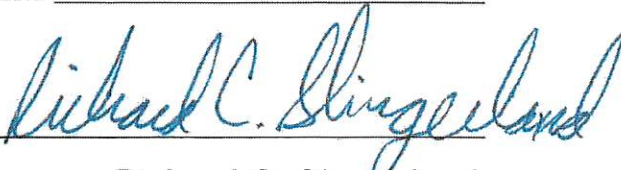
10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.
11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.
12. **COUNTERPARTS:** This Agreement, and any amendments or revisions thereto, may be executed in two or more counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument(s).
13. **REPRESENTATIONS:** Client and Chazen state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for Client. Neither Client nor Chazen is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.

CLIENT Village of Tarrytown, NY

THE CHAZEN COMPANIES

Chazen Engineering, Land Surveying
& Landscape Architecture Co., D.P.C.

By: _____



By: _____

Printed Name: Richard C. Slingerland

Printed Name: _____

Date: 8-6-2019

Date: _____

Kathy Deufemia

19

From: Richard Slingerland
Sent: Tuesday, August 6, 2019 12:26 PM
To: Kathy Deufemia
Subject: FW: Proposal from Cedar Hills for RiverWalk thorough weeding
Attachments: Est_476_from_Cedar_Hills_Landscaping_Inc_11648.pdf

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

From: Richard Slingerland
Sent: Friday, July 26, 2019 10:49 AM
To: Drew Fixell (external) <drew.fixell@gmail.com>; Tom Butler (external) <tom.butler@aecom.com>; Becky McGovern (external) <becky1874mcgov@gmail.com>; Robert Hoyt (external) <hrdmjj@gmail.com>; Doug Zollo (external) <ttzollo@aol.com>; Karen Brown (External) <cageybeez@live.com>; Paul Rinaldi <prinaldi@tarrytowngov.com>
Cc: Anthony Ross <aross@tarrytowngov.com>; Joshua Ringel <Jringel@tarrytowngov.com>; Dan Pennella <DPennella@tarrytowngov.com>; Jim Hart <jhart@tarrytowngov.com>; Kathy Zalantis <zalantis@szlawfirm.net>; Kathy Deufemia <KDeufemia@tarrytowngov.com>
Subject: FW: Proposal from Cedar Hills for RiverWalk thorough weeding

Drew, Tom, Becky, Bobby, Doug, Karen and Paul:

Good morning.

Attached as requested during our walk-through last Friday please find the proposal from Cedar Hills Landscaping to do the thorough weeding of all of the invasives along the RiverWalk. This would be for an 8-man full crew to weed and remove invasive weeds (mugwort, porcelain berry, night primrose, and other weeds that are interspersed with the natural native plants) basically from one end of the RiverWalk to the other, from Division Street by DPW, to the Andre Brook.

Since this is a priority of the Board, and is a change order to an existing contract (we don't need to get 3 quotes), we can proceed immediately, and can have the Board formalize this at the next Board Meeting on August 19th.

Please contact me immediately if you have any concerns or objections to this plan of action.

Respectfully,

Rich

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

POOL RULES & REGULATIONS

1. Be aware of Pool Depth Markers.
2. Please obey the Lifeguards on Duty.
3. **THERE IS NO DIVING IN ANY AREA OF THE POOL and ALL JUMPING MUST BE FEET FIRST AND FACING FORWARD.**
4. Smoking, Alcoholic Beverages or Drug Use of any kind will not be tolerated anyone found to be under the influence of any of the above will be asked to leave.
5. EATING is NOT ALLOWED on EITHER POOL DECK at any time! All food must be consumed in the designated picnic area.
6. No glass containers allowed in pool area.
7. No running, or dangerous play will be allowed anywhere on the pool deck or in the pools.
8. Toys and Balls are permitted in the pool at the discretion of the pool manager on duty.
9. Wading Pool use is restricted to children entering pre-school and younger (age 7 and under).
10. Parents must be in the pool or alongside it at all times when children are in the Wading Pool.
11. SWIM VESTS MUST STAY IN SHALLOW END OF THE POOL.
12. Adults are responsible at all times for any children using a swim aid (swim vest or USCG approved life vest) and must be within an arm's length of those children at all times.
13. Lifeguards may ask not strong swimmers to stay in shallow end or take swim test before allowing them to enter the pool.
14. Parents and Guardians are responsible for their children and their guests
15. **Children 16 and under** sent to the pool without adequate supervision will not be allowed admittance.
16. **Guest must be accompanied by members at all times. If the member leaves the guest will also be asked to leave to pool.**
17. Children still in the "diaper stage" are permitted ONLY with a swim diaper OR rubber pants over a regular diaper; there are no exceptions! Diaper leaks will result in pool closure!
18. Strollers and other infant chairs must remain a minimum of 5 feet away from all pool edges (Main Pool AND Wading Pool).
19. **All** music players MUST be used with headphones; no out-loud music will be permitted.
20. Proper swimming attire must be worn at all times.
21. Do not hang or hold on lap lanes or Pool Rope.
22. Lap Lanes are for lap swimming only and you may be asked to leave the lane if other members wish to swim laps.
23. **Lap Lanes maybe removed at anytime to accommodate more patrons.**
24. The Village of Tarrytown is NOT responsible for any items lost or stolen from the locker rooms or on the pool deck; all valuables are the responsibility of the owner.
25. Adults have priority over children in using pool furniture (chase lounge chairs, etc.) in times of high demand.
26. Pools will close upon the first indication of thunder or lightning and will remain closed until management determines it safe to re-open (usually a full half hour after the last sign). ALL patrons must leave the pool deck and go indoors; NO REFUNDS OF GUEST FEES ARE GIVEN AS A RESULT OF WEATHER CLOSURE.
27. A maximum of 2 guests per card holder permitted per day. Valid permit holder must accompany guests at all times.
28. Guest under the age of 3 will not be charged a guest fee. At 3 the appropriate guest fee will be charged.
29. All children ages 6 and up MUST use their gender-appropriate locker room.
30. **Any member or guest found to not be following the rules of the pool or acting inappropriately may be asked to leave the pool for the day. If the issue persists the member and their family will have their membership revoked without refund.**

MAIN POOL HOURS

MONDAY THROUGH FRIDAY 12pm-8pm

SATURDAY AND SUNDAY 10am-8pm

(MAIN POOL WILL CLOSE 15 MINUTES PRIOR to 8pm)

WADING POOL HOURS

MONDAY THROUGH FRIDAY 12pm-7pm

SATURDAY AND SUNDAY 10am-7pm

POOL RULES

12. The wading pool is for use by children up to age 5 and all children MUST BE SUPERVISED BY AN ADULT.
13. All non-toilet-trained children must wear "swim diapers" when they are in the pools. Regular disposable diapers are not waterproof, can be dangerous to the child wearing them, and are not permitted to be worn in any pool.
14. Only one person at a time is permitted on a diving board. No dive or jump is allowed until the entry area below is safely cleared and the previous diver has reached the ladder adjacent to the diving board. Divers must swim directly to the pool ladders & leave the pool as directed by the pool staff.
15. Diving from the sides of the pool is prohibited except where noted.
16. The use of the Village owned and operated pool for private instruction is permitted only when the instruction is provided by members of the pool staff according to the Department's guidelines. Please see the Pool Director if you are interested in private swim lessons for your child.
17. The Recreation Department cannot be held responsible for the loss or theft of any personal property.
18. No solicitation, petitioning, distribution of handbills or other non-Recreation Department activities are permitted inside the pool/park areas and only recreation related information approved by the Superintendent of Recreation is permitted on bulletin boards.
19. Towel snapping, shoving, pushing and fighting are prohibited. Generally, ball playing is prohibited in and around the pool. During times when there are only a few people in the pool, and at the Pool Director's discretion, appropriate rubber balls may be allowed to be used in the pool.
20. Visiting and conducting personal conversations with lifeguards or any other pool staff member while they are on duty is strictly prohibited. "Hanging-out" by the front gate attendant station is not permitted.
21. No conduct involving submersion or any interference with water safety regulations is permitted. All pool patrons are required to comply with all verbal instructions, directives and requests made by pool personnel.
22. Abusive or inappropriate language will not be tolerated.
23. Parents are responsible for the conduct of their children and should supervise them at all times.
24. Please park in designated areas only located around the Atria Senior Housing complex and along Van Lu Van Road (formerly School Road). Curbside parking is prohibited, and pool visitors are not permitted to park in the Library lot. Illegally parked cars will be ticketed.
25. Any and all accidents or injuries must be immediately reported to the Pool Director on duty.
26. No patrons are permitted in the office, guard area, filter room or storage areas.
27. No pets/animals of any kind are permitted in the pool area. **EXCEPTION: SERVICE ANIMAL.**
28. The lap lanes are to be used for lap swimming only. Participants should use the circle swimming procedure when more than two swimmers are in a lane. At times, the lap lanes will be limited to adults only.
29. The Recreation Department reserves the right to confiscate any pool permit I.D. and suspend the privileges of any patron who abuses the pool facilities, or fails to adhere to the pool rules.

These rules have been established in order to provide a safe and properly operated pool facility. The pool staff will be expected to enforce all of the rules herein printed. The pool management may set forth additional rules as deemed necessary for the safety and welfare of pool patrons. If you have any questions or suggestions, please contact the Pool Director or the Superintendent of Recreation.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: S. Depot Plaza Rezoning			
Project Location (describe, and attach a location map): 27 S. Depot Plaza, Section 1.70, block 29, Lot 37, East side of S. Depot Plaza, south of intersection with Depot Plaza			
Brief Description of Proposed Action: Rezoning of property from WD District to ID District consistent with adjacent parcels.			
Name of Applicant or Sponsor: Tarrytown Self Storage II, LLC		Telephone: 914-460-1359	
Address: 34 Norm Avenue		E-Mail: pferraro23@gmail.com	
City/PO: Bedford Hills		State: NY	Zip Code: 10507
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			YES <input type="checkbox"/>
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

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5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input type="checkbox"/>	YES <input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO <input type="checkbox"/>	YES <input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO <input type="checkbox"/>	YES <input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input type="checkbox"/>

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO <input type="checkbox"/>	YES <input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO <input type="checkbox"/>	YES <input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO <input type="checkbox"/>	YES <input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Tarrytown Self Storage II, LLC</u> Date: <u>August 2, 2019</u> Signature: _____ Title: <u>Attorney</u>		

Narrative Description –

Petitioner is hereby requesting an amendment to the Zoning Map, to rezone the Property from WD to ID, consistent with the adjacent lots to the west and previous use of the Property. There are no permitted uses in the WD District which are practical for this Property. Petitioner's plan on having a restaurant/brewery use in the Property once zoned to permit such use.