

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:30 P.M.  
WEDNESDAY, APRIL 12, 2017  
Tarrytown Village Hall  
One Depot Plaza, Tarrytown, New York**

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6:30 p.m. - Presentation by Justin Dinino, Duncan's Abbey – Adaptive Reuse of Eastview Pump Station

Board of Trustees Concerns

Open Session

1. AirBnB
2. Van Wart Planting Plan
3. Agreement with Department of Correction for Prisoner Transportation
4. Proposed Code Change – Addition: General Operation Regulations (Taxis)
5. Scholarships, Pool
6. Proposal to Study Roundabout
7. Handicapped Parking Space – Wildey Street
8. Fire Department Membership Changes
9. Anchorage Legislation

Executive Session

- 1A. Parks Staffing

**VILLAGE OF TARRYTOWN  
VILLAGE ADMINISTRATOR'S OFFICE  
MEMORANDUM**

TO: Mayor Fixell and the Board of Trustees  
FROM: Michael Blau, Village Administrator  
RE: Air BnB  
DATE: March 28, 2017

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At a previous Work Session, the issue of Air BnB was discussed due to the fact that the Building Department issued notices to six properties in the Village. Those properties are:

- 23 Independence Street
- 145 Neperan Road
- 131 Neperan Road
- 48 Benedict Avenue
- 232 Carrollwood Drive
- 50 Roundabend Road

The Board heard from Suzy Allman and Ben Sands regarding the issue and their desire for the Board to permit such a use. The Board then directed me to research the subject to determine what other Westchester communities were doing in regards to the issue. my survey of other communities evidenced the fact that many communities either do not have an issue, have properties listed on Air BnB but are not addressing the matter or have taken action to enforce existing laws prohibiting such a use. However, no municipality was addressing the issue of legislating to allow for Air BnB and was actually looking to see what action Tarrytown would take to address the request to allow for Air BnB.

Since I did not receive any direct information from local communities, I then contacted NYCOM to ask how other communities throughout the state have been addressing the issue. I was informed that communities that have decided to allow for Air BnB have legislated to allow for short term residential rentals. The legislation includes provisions for operational requirements such as limiting the number of occupants per room; establishing an agent for the rental with a 24 hour contact; an obligation on the property owner to control noise and disturbances; trash and refuse; compliance with the state building code; limiting what is considered habitable, etc. In addition, there are fees established for obtaining a permit and inspections of the said premises. The sample legislation I received did not address the issue of payment of a hotel/motel occupancy tax, but it did not appear that the legislation received was from municipalities that collect such a tax. This would be an issue that would have to be investigated by the Village Attorney and may require amending legislation for the collection of the tax. I have included an article about Dutchess County collecting the tax.

I have included herewith the information provided at the previous Work Session from the property owners seeking authority from the Board to allow for Air BnB. I have also included information from Suzy Allman regarding Air BnB requirements for participation in the program. We were unable to obtain information from their website as to qualifications/requirements to participate in Air BnB. Also included is another note from someone who had stayed in Tarrytown through renting from Air BnB and an article provided to me regarding problems created by Air BnB.

I will place this matter on the next Work Session agenda.

C: Steve Silverberg, Village Attorney

January 24, 2017

Tarrytown Board of Trustees  
One Depot Plaza  
Tarrytown, NY 10591

***Subject: AirBnB proposal, benefits to Tarrytown***

Dear Mayor Fixell and the Board of Trustees:

We represent a small group of Tarrytown residents with a proposal for a community asset to help meet some of the business and tourism goals of Tarrytown's Comprehensive Plan and 2016 Tarrytown Economic Development Study, among other benefits.

At different times in 2016, we each listed space in our homes on AirBnB.com. We were under the assumption that, because we were the homeowners and sole occupants of our houses, this is legal under New York State law.

In time, we were all told that this was *not* in fact legal in the Village of Tarrytown, because language in the zoning code excludes what would be considered "bed and breakfast" accommodation. We have all removed our listings from the AirBnB site.

But we feel there is an opportunity here: for tourists and visitors with no accommodation options in the heart of the village; for the economic health of local shops, restaurants and attractions; for Tarrytown's reputation as an innovative, dynamic, and modern community offering authentic visitor experiences; for prospective residents eyeing Tarrytown from Brooklyn and Manhattan; for active transportation encouraged by the village's many bike and walking routes; for promoting the Hudson River Greenway, and for the village to retain overnight tourists who may otherwise stay in Sleepy Hollow or Irvington AirBnBs.

We're sharing our experiences and visitor information gathered during our brief time on AirBnB. Attached is what we consider to be the benefits that might accrue to the Village of Tarrytown by allowing limited AirBnB listings.

We hope you'll consider taking up this issue, and we would be grateful for any opportunity to address the Board of Trustees.

Sincerely,

Mary Kohrherr  
Suzy Allman

## **AirBnB: Benefits to Village of Tarrytown**

We are asking the Board to consider enabling tourist accommodation within walking or biking distance of the train station. We hope you'll agree this is in line with the area's strategy to allow Tarrytown to promote itself as a single tourism destination for New York City residents on a weekend getaway, as well as visitors from around the world.

### **A "snapshot" of our previous guests:**

- **Most people who stayed with us came to visit Tarrytown**, not to have a convenient base to New York City. They visited Tarrytown's historic sites, shopped in town and ate in (or ordered delivery from) local restaurants. They attended concerts at the Music Hall, conferences at Stone Barns, Halloween and Christmas events, family get-togethers and celebrations.
- **Most didn't arrive by car.** They took the train; their reviews and comments show they value the walkability from the station almost above all else. They didn't add more auto traffic to town, but used public transportation, rode bikes, or walked to their destinations. Without cars, they confined their spending to local businesses.
- **They leaned on host recommendations**, so that we became de facto tourist information centers. Unlike most towns and villages in Westchester, Tarrytown offers more than a full day of attractions, shopping, dining and exploring, and we were happy to give our recommendations and develop itineraries for visitors.
- **They were mostly young couples.** Many said they only stay in AirBnBs when they travel.
- **Many were exploring the possibility of buying a home or renting in Tarrytown.** They wanted to know what it's like to live here, and chose to stay in with people who know the character of the local community.
- **They said they visit destinations in part based on how many AirBnB offerings are available.** Many visitors use AirBnB exclusively for their travel, and see an inventory of AirBnB offerings in a location as an indication of a site's attractiveness as a destination.
- **They LOVE Tarrytown!**

### **Benefits to Tarrytown Village:**

- **Overnight visitors spend money** in shops, restaurants, attractions, the local farmers market. Even when they're staying in, they're ordering food from local delivery.
- **AirBnBs fix the lack of overnight accommodation** for visitors to the village by creating a limited inventory of options well ahead of the opening of the Empire State Trail and the Tappan Zee Bridge shared-use path.

- **AirBnB listings could provide a valuable source of tourism market research**, especially as Tarrytown prepares to refresh its Comprehensive Plan. All bookings require guests to state the purpose of their visit, and this could be compiled for the benefit of comprehensive plan research and drafting.
- **Potential home buyers can explore what the village has to offer** by staying overnight and gaining insight into the village and neighborhoods and "test driving" the local vibe.
- **Tarrytown is seen to encourage active transportation** by allowing accommodation within walking distance of the train station, along the North and South County bike routes and near other pathways.
- **Tarrytown enhances its reputation as a weekend getaway** for New York City residents.
- **Tarrytown enhances its reputation as a destination for outdoor and authentic experiences**, in line with the growth of the TaSH Farmers' Market, the shared-use bike path across the Hudson, the limiting of "chain" stores in its business district, and its world-class historic sites and mansions.
- **Hosts play a role in promoting the village.** During our brief period as AirBnB hosts, we all took seriously our role in promoting the village. Free postcards, tourism brochures, menus from local restaurants, bike path maps, hiking maps, coupons from shops in town, rides to and from the train station, locally-roasted coffee all helped create a lasting impression of Tarrytown.
- **AirBnBs may help attract younger residents.** AirBnB offerings cater to the preferences of younger visitors, with proximity to outdoor activities, village nightlife, walkable neighborhood streets, and with lower nightly cost compared to large hotels outside the village.
- **Allowing AirBnBs would help prevent retail "leak"** to nearby villages. Sleepy Hollow allows AirBnB listings, and Irvington has moved to allow them in response to rising property taxes.
- **Allowing AirBnBs would address Tarrytown's last Comprehensive Plan recommendation:** as a "first step" and based on a Village-wide survey of 5700 households, amending the zoning code to allow B & B's by special permit:

""**B & B's:** There is no provision for B&B's in the zoning code, and this limits the variety of accommodation options for tourists. B&B's could be permitted as a special permit use, subject to certain conditions...A first step in increasing choice and options for tourists is for the Village to amend the zoning code to allow B & B's by special permit in a wider range of zoning districts than is currently permitted."

## HOW HOSTS CAN DO MORE

As an informal group of hosts, we've discussed what more we can do to benefit Tarrytown going forward, should the village allow the regulated hosting of out-of-town guests. We could:

- **Work with Tarrytown real estate agents** to offer discounted stays for their clients considering moving to Tarrytown;
- **Promote the bike paths** and new route across the Tappan Zee Bridge by offering maps, bike pumps and locks;
- **Ask to be recognized by the "Bike NY" certification program** from Parks and Trails NY;
- **Create annual "snapshots" of our AirBnB visitors**, showing visitor numbers and feedback;
- **Further promote area businesses**, and display merchandise, coupons, menus in our rooms.
- **Coordinate our efforts to ensure a seamless tourist experience in the village**, jointly promoting Tarrytown as a tourist destination.

## SURVEY OF OUR GUESTS

**All guests of AirBnB are required to let their hosts know the purpose of their visit; we thought the Board would like to see how this creates a kind of market survey for Tarrytown tourism:**

"We're a couple living in Brooklyn and just looking for a nice night away from the city. We've heard great things about Tarrytown and would love to explore it." -- Samantha Grossman, NY

"I will be a participant in the Stone Barns Center Beginning Farmer Conference, traveling from Cape Cod." Jamie Lombardo, Massachusetts

"My girlfriend, Robin, and I would like to spend a couple of nights for the holiday season. We think it would be lovely to get out of the city! Tarrytown is one of our favorite destinations!" Michael Hernandez, New York

"My boyfriend and I live in Brooklyn and are heading up to Tarrytown that day to do some fun Halloween things and enjoy the fall foliage for a brief getaway." Constance Fox, New York

"My husband and I are coming from North Carolina to hear 2 concerts put on by my uncle on Sunday and Monday at the Music Hall." Margaret Partridge, Cary NC

"I'll be in New York for a business trip, my wife Carrie will be with me. Thought I'd bring

her out of the city for an early Christmas present romantic evening. Looking forward to it!" Scott Gerow

"Gotta get out of Brooklyn! We're coming up to do some biking for a couple of days and check out the restaurants." Lana Planns, Brooklyn

"Hi. Our son and girlfriend are visiting for the week and we don't have room here. We think they'd love to stay at your place! We are just down the hill in the Lyceum. So glad to see there are places listed in Tarrytown!"



**From:** Michael Mills <michaelmills@elmsfordny.org>  
**Sent:** Friday, March 03, 2017 12:56 PM  
**To:** Mike Blau; Lawrence S. Schopfer (lschopfer@irvingtonny.gov);  
(mrobson@ardsleyvillage.com); 'Charlene Indelicato'; Anthony Giaccio  
(agiaccio@villageofsleepyhollow.org); Fran Fobel (villagemanager@hastingsgov.org);  
'George. F. Calvi (georgecalvi@optonline.net)'  
**Subject:** FW:

## Ulster County in holding pattern as Dutchess reaches bed tax deal for Airbnb rentals

*By Patricia R. Doxsey, Daily Freeman*

POSTED: 03/02/17, 2:37 PM EST | UPDATED: 2 HRS AGO

[0 COMMENTS](#)

KINGSTON, N.Y. >> While Ulster County awaits state approval to enable Airbnb and other online overnight booking sites to collect the county's hotel/motel tax, Dutchess County has struck a deal with the online booking site that will allow it to start collecting that fee.

Dutchess County Executive Marc Molinaro said he recently reached a deal with Airbnb under which the company will assess a "fee" equal to the 4 percent occupancy tax the county levies on motel and hotel rooms.

### ADVERTISING

Molinaro, a former state Assemblyman, said there is some question about whether state law gives counties the authority to require Airbnb and other sites to collect the bed tax that should be levied on rooms reserved through online booking sites.

"We don't have the authority to level that playing field," Molinaro said. "We do have the authority to at least create equity or parity."

Advertisement

Molinaro called the voluntary agreement by Airbnb "a good-faith effort to make good on this lack of parity and to make sure Airbnb users are contributing, just as the hotels, motels and traditional bed-and-breakfasts are.

"This is a willing agreement. They recognize they needed to be proactive," he said.

In March 2016, Ulster County Comptroller Elliott Auerbach raised the prospect of cashing in on the short-term rental business by levying on those rentals the same occupancy tax now charged to patrons of the county's hotels, motels and B&Bs.

Auerbach said he had struck a deal with Airbnb under which the online service voluntarily agreed to collect the tax on properties rented in Ulster County through the company's website, and he estimated the county would collect more than \$200,000 from the firm in the first year. But County Executive

Michael Hein and the Legislature balked at the plan, saying lawyers for the two branches of county government said the county lacked the to demand Airbnb collect the county's occupancy tax.

Ulster County Deputy Executive Ken Crannell on Thursday said the law allows the county to collect that tax only from the owner of the rental, not Airbnb. "The issue here is we don't allow a third party to collect the tax," he said.

In November, the Ulster County Legislature asked the state Legislature to pass a home-rule request giving the county the authority to extend its existing 2 percent bed tax to Airbnb rentals. County lawmakers are uncertain of the fate of that request because the state has said counties don't need the authority to extend the tax to online rentals.

Hein on Thursday said he hopes the state will take action on a statewide basis to address the issue of parity between traditional short-term lodging facilities and those booked through sites like Airbnb.

But, he said, his administration is "examining our options to take actions regardless of whether the state acts or not to try to bring parity between hotels, motels, traditional bed-and-breakfasts as well as Airbnb and the like."

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## Kathy Deufemia

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**From:** Carol Booth  
**Sent:** Wednesday, February 22, 2017 12:25 PM  
**To:** Kathy Deufemia  
**Subject:** FW: AirBnB  
**Attachments:** hpi\_program\_summary\_en.pdf; AirBnB\_Policy\_Toolchest.pdf

I will let her know that you called her.

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**From:** Suzy Allman [mailto:suzy@suzyallman.com]  
**Sent:** Wednesday, February 22, 2017 12:01 PM  
**To:** Carol Booth  
**Cc:** Mike Blau  
**Subject:** AirBnB

Hi Carol:

Thanks for the call today. I've rounded up some information that might be helpful in answering your AirBnB-related questions.

**Insurance:** Insurance coverage is provided for all hosts under AirBnB's Host Protection Insurance (description of coverage attached); there is also the AirBnB Host Guarantee, which covers up to \$1M in property damages. Homeowner's insurance supplements this. Hosts may also set a deposit amount to cover incidental damages.

**Parking:** There are no requirements from AirBnB to relay information about parking. Hosts may state in their listing whether there is off-street parking available with their unit. The village may determine that no AirBnB ad can state they offer on-street parking. (As an aside, most of our guests arrive via train and don't use a car while here.) If the village determines that no on-street parking should be offered, this would exclude residents from hosting in a home with no off-street parking (driveway or garage).

**Background checks:** AirBnB hosts submit to a verification process through the AirBnB "Verified Identity Program". Guests may also wish to be in the "Verified Identity Program", which requires a government ID and other background checks, but they are not required to -- if they aren't verified, however, they aren't eligible to book stays in places where the host requires a verified identity.

**Minimum size requirement:** I can't find anything on this. I don't think there is any restriction on how small a unit can be.

I'm attaching the Host Protection Insurance information, and also the AirBnB Policy Toolchest, which has case studies from other cities and states that have regulated AirBnB successfully. There are different approaches but I think the case studies might be helpful.

Thanks, Carol!

Suzy Allman

A beautiful and quiet escape in the heart of tarrytown. A cozy apartment beautifully decorated with antiques and stocked with every amenity you could possibly need. I really enjoyed cooking in the spacious kitchen that included anything you may need. My host was communicative and accommodating. The space is right off Broadway which meant anything needed was just a short walk away. Looking forward to returning to this perfect fall escape.

My host was such a great host. The apartment was very clean and very welcoming. If we had any questions she was very quick to answer. She is also such a sweetheart. The apartment is in a great location which made it very convenient getting to and from town. I would definitely stay here again!

The private studio was great, and all facilities were well stocked. My host was a great, understanding host even through Airbnb technical difficulties. The family is nice, and the location is close to the main town and the Tarrytown station. Thank you for being a great host!

Great location, just a short walk from Tarrytown with its bars, coffee, restaurants and train station to the city. Perfect apartment - very spacious with everything you could possibly need. Very easy arrival and exit procedures and my host was a fab, friendly host. Thank you!

I definitely enjoyed my stay... the location was great for everything I was looking for (close to local family, downtown/Main St., train, etc.)... and I also appreciated the check-in by my host to make sure I got in OK... and concern from her about where I parked (evidently, parking on the street in front of the house is inadvisable... but signage was not 100% clear on that front when I first arrived and checked it out). They also have a good cable package and available free WiFi (which I don't recall being mentioned on the listing), which were added bonuses!

The home was in the perfect location to be close to all of the halloween attractions! The place was clean and cozy and I was very pleased overall. My host made sure my stay was welcoming and had a few extras I really appreciated while there!

My host was a great host. She was very responsive to me and made sure our stay was great. I loved the space and thought it was very comfortable. Her location is also walking distance from the train, cute shops, and hiking trails. A very lovely weekend getaway.

My hosts place is charming and cozy and in an ideal location. It was a home base for us as we gadded about doing Halloween stuff in and around Sleepy Hollow. The apartment is clean, comfortable, and private. My host was great about communication from our initial booking to our check out. We actually never met her in person because there were no questions or problems to address!

Perfect place for a getaway! Very clean, central location. Very. Accommodating!

My host was a wonderful host. The space was comfy and a perfect feel for the neighborhood. Walking distance to Main Street and all the great restaurants. The biscotti and delicious coffee was an excellent touch. I would absolutely stay again and recommend to friends.

My host was super welcoming and responsive to all my requests and her place was ideally located and very convenient for my stay in Tarrytown! I especially enjoyed the mini kitchen, privacy and beautiful walk to the center of town. Thank you!

# Rise of Airbnb poses problems for towns

STONINGTON — As demand for Airbnb and other online marketplaces for short-term vacation rooms and homes becomes more prevalent, local officials and real estate stakeholders throughout the region are realizing that the legal issues surrounding the practice are somewhat murky.

In coastal communities like Stonington and Westerly, which attract thousands of visitors each year, there's certainly a demand for online, short-term rentals. But for the most part, such short-term rentals have been operating under the regulatory radar, so there are a lot of questions that need to be answered, Lisa Konicki, president of the Ocean Community Chamber of Commerce, said.

"One of the big questions is, 'Should towns be keeping track of these short-term rentals and engaging in the review of licensing and permitting for local Airbnbs?'" she said. "The town of Westerly keeps track of hotels and bed-and-breakfasts, so should the playing field be leveled a bit more? That's a question that remains to be answered, and at the chamber, we don't have a firm opinion on it at the moment, because there's a lot of factors to consider."

Between 1996 and 2015, Westerly lost nearly 200 hotel rooms, which means there's a much smaller inventory of rooms to offer visitors and less competition, she said. Between Airbnb and VRBO (vacation rental by owner), there were more than 800 rentals listed from Westerly to Mystic last week.

"Perhaps there's room for everyone to co-exist, but we're looking into it now," she said. "We want to be all things to all people and offer accommodations that appeal to a wide variety of people."

## Zoning questions

At the heart of the issue is whether Airbnb and its ilk should be subject to local municipal zoning, licensing and permitting ordinances. Because the matter has only begun to surface recently, neither Stonington nor Westerly have updated their zoning regulations to address short-term rentals.

During a Stonington Economic Development Commission meeting last week, Planning Director Jason Vincent said there are a lot of factors to consider, including insurance coverage, taxation, licensing and compliance with building codes.

At the moment, the closest thing Stonington has to a regulation for short-term rentals is a type of property in its zoning classifications called a "tourist home," which allows transient occupancy. Tourist homes are only allowed in commercial zones within the town, not areas zoned as residential.

# Rise of Airbnb poses problems for towns

"We don't have an ordinance specifically for this new industry, because it's still an emerging issue. If it's not specifically listed as permitted, then it's not permitted," he said. "So far, there's no best practices, as we don't have the personnel resources to move this issue ahead of the comprehensive zoning update that we are working on."

Stonington is only issuing violation notices when the town receives complaints from neighbors. If the owner of the property continues the practice after receiving the notice, the property could be subject to a cease-and-desist order and/or a "municipal citation," but Vincent said the department doesn't plan to take it that far right now.

"Our zoning code isn't up to date, and even if you look at the bed-and-breakfast regulations, they're much too conservative," he said. "The rules are what they are until we can change them, but even then I don't know what that'll look like."

In Westerly, Jason Parker, the town's zoning official, said he hasn't received any complaints regarding short-term rentals. As the town ordinances are written, such rentals are not allowed.

"There probably are some around, but they aren't operating under any approval from the town," he said. "The concept is relatively new and is something that will be looked into in the future. If allowances were to be made for them, it would have to be in a zoning-ordinance amendment."

At this point, Parker said, regulation of short-term rentals isn't something that will happen soon, unless problems arise in the near future.

'A love affair'

Although they can understand the regulatory side of things, homeowners who have been operating Airbnbs and VRBOs in Stonington see it as a positive development for the community.

John Adams, a Stonington resident, said renting out a room in his house wasn't about the money for him but rather about making new friends, welcoming people into his home and making sure they experience the best of Stonington Borough.

"Being an Airbnb host is more of a love affair with the concept than a money-maker," he said. "As a matter of fact, renting seasonally and being a maid service after guests leave combined with the sporadic income is nowhere near as convenient or profitable as having a long-term housemate. It was a way to share my home and travel experiences with new friends."

Bob Hannon, who was operating a short-term rental in a cottage on his downtown Mystic property until he was issued a violation notice last year, said he never had any



trouble with his guests and that many of them asked him if there was a good realtor in town. "They wanted to come back and buy houses here," he said. "I think hotels and short-term rentals like Airbnb attract two different kinds of people. Although Airbnb might be much cheaper than some of the local hotels, it's a very different experience. I would have been the first person to complain if I'd ever had any problems with my guests." Ignoring the problem won't make it go away, Hannon said. "The town needs to deal with this and figure out a way to make it work," he said. "Maybe the town needs to license such activity, and if there's problems then a property owner would lose their license."

## Neighborhood Effects

Other property owners in the area don't see it the way Adams and Hannon do, though. Mason's Island residents John and Taylor Pryor have short-term vacation rentals on either side of their home and say it's a serious and growing problem. One neighbor operates a six-bedroom VRBO that sleeps up to 16. In a letter to the Stonington Economic Development Commission, the couple said that the main problem with an increase in vacation rentals is the 'very real dissolution of the neighborhood.' 'The minute an owner or long-term renter turns over their home to unknown transient renters that are new to our community, that house no longer contributes to the community and indeed can endanger it,' they wrote in the letter. 'The larger homes are the ones that cause the most disturbances, especially where the property owner does not reside in Stonington. Lack of management or oversight in VRBO rental property that sleeps 6-17 rented for multiple weekends over the summer is a recipe for incidents and confrontations among neighbors.' The couple has asked the town's Planning Department to consider the issue, as they believe it's affecting the character of the community.

Although there are many short-term vacation rentals available in Stonington Borough blocks from his establishment, Tim Brown, the owner of the Inn at Stonington, said he doesn't see them as competing with his establishment. "I think rentals like that in someone's home are a very small percentage of the number of rooms in the area," he said. "Honestly, I think it brings more people to the area and the more people here is good. Maybe the next time they come, they'll stay here, who knows."

With so many operating within the region, the issue of Airbnb and other short-term vacation rentals isn't likely to go away any time soon. Blunt White, chairman of the Stonington Economic Development Commission, said it's a complicated issue with a lot of moving parts. "I don't think this issue has been on anyone's radar until recently," he said. "I think that the EDC, an advisory commission, is a good place to begin the community discussion on this. We'll definitely be looking into this further." Konicki said the chamber is working to inventory all the short-term rental properties in the community. "Once we have a report put together, we're going to look at other communities in Rhode Island and Connecticut to see how they're handling the issue, and then decide how we want to move forward and if we want to open up a conversation about it," she said.

## Mike Blau

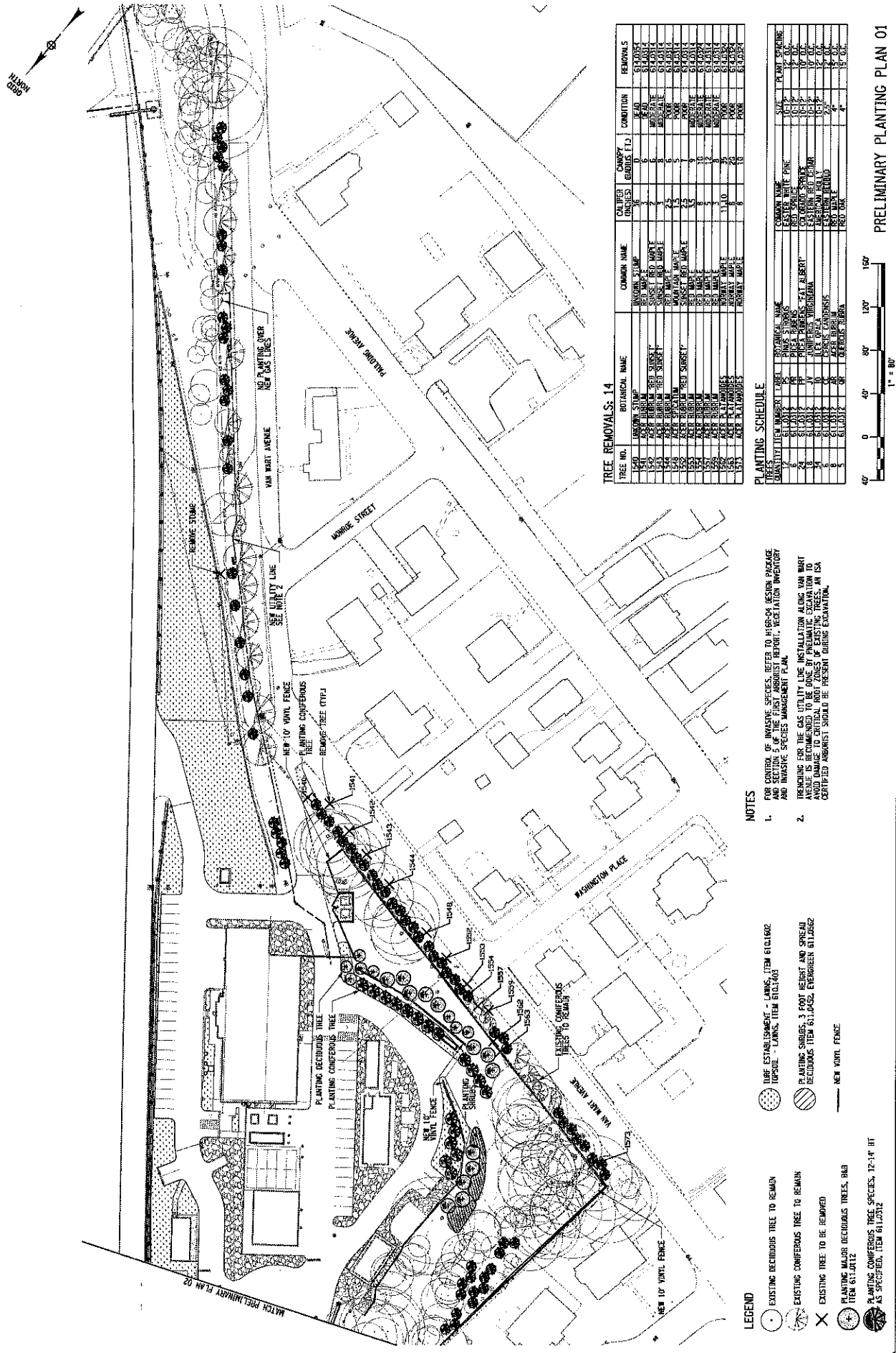
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**From:** Paschalis, George <george.paschalis@newnybridge.com>  
**Sent:** Tuesday, March 14, 2017 4:03 PM  
**To:** Mike Blau  
**Subject:** Van Wart Planting Plan  
**Attachments:** 2017-03-10\_Police Facility Preliminary Planting Plan 01.pdf

Mike, as discussed, the attached shows the plantings agreed to by the Irving Neighborhood. We're hoping the you will give Tappan Zee Constructors permission to plant alongside Van Wart/Paulding on Village property this coming fall. TZC will water/maintain these plantings for 2 years...our experts tell us that is more than enough time for them to be established and thrive.

Please let me know if you have any questions...and thanks! G

The information contained in this electronic message and any attachments to this message are intended for the exclusive use of the addressee(s) and may contain information that is confidential, privileged, and/or otherwise exempt from disclosure under applicable law. If this electronic message is from an attorney or someone in the Legal Department, it may also contain confidential attorney-client communications which may be privileged and protected from disclosure. If you are not the intended recipient, be advised that you have received this message in error and that any use, dissemination, forwarding, printing, or copying is strictly prohibited. Please notify the New York State Thruway Authority immediately by either responding to this e-mail or calling (518) 436-2700, and destroy all copies of this message and any attachments.





RECEIVED

MAR 21 2017

TARRYTOWN VILLAGE CLERK

Robert P. Astorino  
County Executive

Department of Correction

Kevin M. Cheverko  
Commissioner

March 20, 2017

Village of Tarrytown  
One Depot Plaza  
Tarrytown, New York 10591

Dear Carol Booth:

Please find enclosed an original agreement between the Department of Correction and the Village of Tarrytown for prisoner transportation for the term commencing January 1, 2017 and terminating December 31, 2018.

Please fully complete and send back the prisoner transportation agreement to:

Westchester County Department of Correction  
P.O. Box 389  
Valhalla, New York 10595  
Attn: Vivian Buettner/Headquarters

Please include a copy of an insurance certificate naming Westchester County as additional insured covering this contract. If you are self-insured, please provide a Self-Insured Employers Workers Compensation Form (SI12) which certifies that compensation has been secured.

If you have any questions, please do not hesitate to contact me at (914) 231-1336.

Very truly yours,

Susan Gheevarghese  
Assistant Director, Administrative Services

SG/vmb  
enclosure

**PRISONER TRANSPORTATION--ZONE RATE**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017  
by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereinafter referred to as the "County")

and

**VILLAGE OF TARRYTOWN**, a municipality of the State of New York having its office and place of business at One Depot Plaza, Tarrytown, New York 10591

(hereinafter referred to as the "Municipality")

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law prisoners are required to be transported from local municipalities to the Westchester County Jail in Valhalla, New York; and

WHEREAS, the County and the Municipality agree to cooperate in providing such prisoner transportation.

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

1. **PRISONER TRANSPORTATION**: Except for prisoners arrested by the Westchester County Department of Public Safety, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction for all prisoners remanded to the Westchester County Jail by court order or required to appear before the local

court within the Municipality. The County will reimburse the Municipality for the actual number of round trips. All municipalities, where possible, shall hold prisoners for one daily trip to the Department of Correction.

2. **REIMBURSEMENT**: The Municipality shall be reimbursed by the County for prisoner transportation services at the rate plus mileage per round trip indicated in the Zone Rate Plan attached hereto as Appendix "A" and made a part hereof. The rate will be paid as follows:

For transportation to County Jail subsequent to arrest - 1 round trip plus mileage;

For Transportation from County Jail to local court; no return - 1 round trip plus mileage;

For Transportation from County Jail to local court; remand to County Jail, where the time expended does not exceed three (3) hours - 2 round trips plus mileage;

Only in the following circumstances will an hourly rate and mileage fee be paid, as an alternative to the zone rate set forth above:

- a. Transportation of female prisoners (1 officer and 1 matron). A minimum of four (4) hours will be reimbursed for a matron; or
- b. Transportation of seven (7) or more prisoners (requiring an additional officer); or
- c. Transportation of prisoners charged with Class A felonies OR classified by Department of Correction as an "A" or "AA" prisoner considered to present danger may warrant (requiring an additional officer); or
- d. Transportation from County Jail to local court and remand to County Jail where time expended exceeds three (3) hours.

In the event that any one of conditions "a" through "d" above are met, then the actual per hour personnel costs incurred by the Municipality will be paid at the hourly wage

and fringe benefit cost as determined in the applicable collective bargaining agreement between the Municipality and the Municipal Police Association for police officers and/or matrons plus a mileage.

Reimbursement for mileage shall be at the rate of fifty-three and a half cents (\$.535) per mile, or at the then current Internal Revenue Service mileage rate, multiplied by the mileage indicated in Appendix "A".

3. **MEALS**: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the municipality's monthly voucher submitted to the Department of Correction.

4. **TERM**: This Agreement shall commence on January 1, 2017 and shall terminate on December 31, 2018. The County may, upon thirty (30) days written notice to the Municipality, terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.

5. **PAYMENT**: Requests for reimbursement shall be submitted by the Municipality on a monthly basis on properly executed County claim forms and paid after approval by the Commissioner of Correction. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department of Correction. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

The total aggregate cost to the County under this Agreement and the agreements with the other municipalities for zone rate prisoner transportation pursuant to the Resolution approved by the Board of Acquisition and Contract on \_\_\_\_\_, 201\_, shall not

exceed \$1,304,811. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account hereof shall be incurred by the County beyond the amount of such monies.

6. **INSURANCE AND INDEMNIFICATION**: All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule "B" of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising directly or indirectly out of the transportation of prisoners for which reimbursement is sought hereunder for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.

7. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

8. **APPLICABLE LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

9. **APPROVALS**: This Agreement is subject to the approval of the Westchester County Board of Legislators, the Westchester County Board of Acquisition and Contract and the governing legislative body of the Municipality.



**IN WITNESS WHEREOF**, the County and the Municipality have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Kevin M. Cheverko  
Commissioner of Correction

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

Approved by the Westchester County Board of Legislators by Act No \_\_ – 201\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Approved by the Board of Acquisition and Contract of the County of Westchester on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Approved by the \_\_\_\_\_ of the \_\_\_\_\_  
on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved as to form and  
manner of execution:

Approved as to form and  
manner of execution:

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester  
K/Vdcv/Zone Rate Agmt. 17

\_\_\_\_\_

**MUNICIPALITY'S ACKNOWLEDGEMENT**

STATE OF NEW YORK        )  
  ) ss.:  
COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally came  
\_\_\_\_\_, to me known, and known to me to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
the municipal corporation described in and which executed the within instrument, who being by me  
duly sworn did depose and say that he, the said \_\_\_\_\_ resides at  
\_\_\_\_\_  
and that he is \_\_\_\_\_ of said municipal corporation.

\_\_\_\_\_  
Notary Public        County

CERTIFICATE OF AUTHORITY  
(Municipality)

I, \_\_\_\_\_,  
(Officer other than officer signing contract)  
certify that I am the \_\_\_\_\_ of the  
(Title)  
\_\_\_\_\_  
(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the

\_\_\_\_\_  
(Law under which organized, e.g., the New York Village  
Law, Town Law, General Municipal Law)

named in the foregoing agreement that \_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution  
\_\_\_\_\_ of the Municipality,  
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its  
\_\_\_\_\_  
(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

STATE OF NEW YORK )

ss.:

COUNTY OF WESTCHESTER)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally came \_\_\_\_\_  
\_\_\_\_\_ whose signature appears above, to me known, and know to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
(title)

the municipal corporation described in and which executed the above certificate, who being by  
me duly sworn did depose and say that he, the said \_\_\_\_\_  
resides at \_\_\_\_\_, and that he is  
the \_\_\_\_\_ of said municipal corporation.  
(title)

\_\_\_\_\_  
Notary Public          County

## APPENDIX A

### ZONE PLAN REIMBURSEMENT RATES WITH DISTANCE TRAVELED TO AND FROM WESTCHESTER COUNTY DEPARTMENT OF CORRECTION

(Effective Term: January 1, 2017 through December 31, 2018)

#### ***POLICE AGENCY***

#### **ROUND TRIP DISTANCE**

##### **ZONE #1** (1 - 10 Miles)

Reimbursed Rate Per Round Trip: (1/1/17 – 12/31/17) \$202.72  
(1/1/18 – 12/31/18) \$208.81

Plus mileage reimbursed at \$.535 (or the then current IRS mileage rate) times distance.

Elmsford, Village	6 Miles
Sleepy Hollow, Village	8 Miles
Pleasantville, Village	8 Miles
Tarrytown, Village	10 Miles

##### **ZONE #2** (11 - 20 Miles)

Reimbursed Rate Per Round Trip: (1/1/17 – 12/31/17) \$212.88  
(1/1/18 – 12/31/18) \$219.27

Plus mileage reimbursed at \$.535 (or the then current IRS mileage rate) times distance.

Irvington, Village	12 Miles
Briarcliff Manor, Village	14 Miles
New Castle, Town	16 Miles
North Castle, Town	16 Miles
Dobbs Ferry, Village	17 Miles
Ardsley, Village	18 Miles
Scarsdale, Village	19 Miles
Ossining, Village	20 Miles
Hastings-on-Hudson, Village	20 Miles

**ZONE #3** (21 - 30 Miles)

Reimbursed Rate Per Round Trip: (1/1/17 – 12/31/17) \$222.99  
(1/1/18 – 12/31/18) \$229.68

Plus mileage reimbursed at \$.535 (or the then current IRS mileage rate) times distance.

Rye Brook, Village	23 Miles
Rye, City	25 Miles
Tuckahoe, Village	25 Miles
Eastchester, Town	25 Miles
Port Chester, Village	28 Miles
Mamaroneck, Village	30 Miles
Pelham, Town	30 Miles

**ZONE #4** (31 - 40 Miles)

Reimbursed Rate Per Round Trip: (1/1/17 – 12/31/17) \$233.17  
(1/1/18 – 12/31/18) \$240.16

Plus mileage reimbursed at \$.535 (or the then current IRS mileage rate) times distance.

Pelham Manor, Village	35 Miles
-----------------------	----------

## **SCHEDULE "B"**

### **STANDARD INSURANCE PROVISIONS** **(MUNICIPALITY)**

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: [www.wcb.state.ny.us](http://www.wcb.state.ny.us) (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.



Site Planning	Environmental Studies
Civil Engineering	Entitlements
Landscape Architecture	Construction Services
Land Surveying	3D Visualization
Transportation Engineering	Laser Scanning

March 23, 2017

Mr. Michael Blau  
Village Administrator  
Village of Tarrytown  
One Depot Plaza  
Tarrytown, NY 10591

Re: Proposal for Traffic Engineering Services  
West Franklin Street & White Street  
Village of Tarrytown, NY

Dear Mr. Blau:

We have prepared this Proposal in accordance with your request for the conceptual design of a modern roundabout at the intersection of West Franklin Street and White Street. We have designed roundabouts which have been constructed in Mt. Vernon, Dobbs Ferry, Yonkers and Colonie, NY, and have designed other roundabouts which will be constructed within the next few years.

## **A. SCOPE OF SERVICES**

We understand that the Board of Trustees desires conceptual design services to better understand the project benefits, design requirements and estimated costs.

### **1. Field Evaluation & Analyses**

We will visit the site to assess the feasibility of a roundabout at the intersection. Utilizing previously collected traffic count data, we will compute anticipated intersection operations with a roundabout using Synchro software. We will analyze the peak weekday AM and PM hours based on projected future traffic volumes.

### **2. Conceptual Layout Plan**

We will develop a conceptual roundabout design which include truck turning simulations. Our plans will be based on Westchester County GIS data which we



will superimpose on an aerial photo. We will consider mountable splitter islands. It is expected that the center island will be mountable to accommodate fire trucks.

The Preliminary Layout Plan will be prepared at a scale of 1 inch equals 20 feet. The plans will depict existing conditions as well as the location of the proposed roundabout, curbs, splitter islands, pedestrian crossings and pavement markings with dimensions at the proposed features.

### **3. Meetings & Exhibit**

We will meet with the Board of Trustees to discuss the feasibility and evaluation of the roundabout at this location. Using the aerial photo as a base, we will superimpose approximate right of way lines and the proposed improvements.

### **4. Cost Estimate**

JMC will prepare a preliminary budget construction cost estimate of the proposed roundabout. Quantities will be itemized and unit prices will be estimated based on our experience on other projects. The cost will be used for budgeting purposes and will be subject to refinement during the preparation of construction plans, if the project progresses. Since we do not have information on subsurface utilities, potential utilities relocation costs will not be included, yet those relocations could likely be undertaken at no cost to the Village since they would be associated with a Village improvement project.

## **B. PROJECT SCHEDULE**

We will initiate our work within one week of your authorization and will complete our conceptual layout plans within two to three weeks thereafter. We will prepare the construction estimate approximately one week after the conceptual design has been approved by the Village Administrator.

## II. FEE

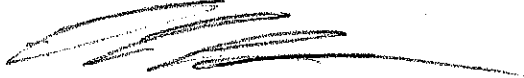
We propose to perform the services described above on a payroll basis in accordance with our attached Schedule of Fees and Charges, 12/14, plus reimbursable expenses. Below is breakdown of our estimated fees for the work described above.

<u>PHASE</u>	<u>ESTIMATED FEE</u>
1. Field Evaluation & Analyses	\$ 800.00
2. Preliminary Layout Plan	\$2,000.00
3. Meeting & Exhibit	\$1,000.00
4. Cost Estimate	\$1,000.00

We thank you for the opportunity to submit this proposal.

Sincerely,

JMC Planning Engineering landscape Architecture & Land Surveying PLLC



Richard J. Pearson, PE, PTOE  
Senior Associate Principal

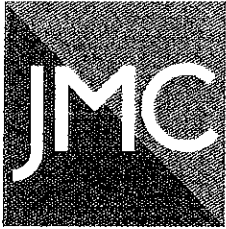
ACCEPTED: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Encl.: Schedule of Fees and Charges, 12/14  
Agreement for Professional Services

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Site Planning	Environmental Studies
Civil Engineering	Entitlements
Landscape Architecture	Construction Services
Land Surveying	3D Visualization
Transportation Engineering	Laser Scanning

## AGREEMENT FOR PROFESSIONAL SERVICES

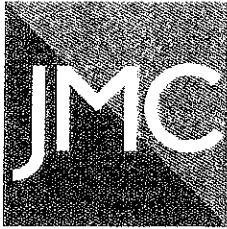
### General Terms

1. It is agreed that this document combined with the client Proposal will serve as the Contract between the client and JMC Planning, Engineering, Landscape Architecture & Land Surveying, PLLC (JMC) for the proposed professional services to be provided by JMC.
2. The proposal is valid for a period of 60 days and the rate schedule is valid for 365 days from the date of the Proposal.
3. This Contract is not assignable by the client except with the prior written consent of JMC and no assignment shall relieve the undersigned of any obligations under this contract.
4. The client agrees to pay JMC upon invoicing for work performed in accordance with the terms of this contract and JMC reserves the right to suspend, rescind and repossess work on overdue accounts.
5. Payment of JMC is expressly not conditioned upon the formal approval, adoption or acceptance of any proposal, study, report or recommendation contained herein by the undersigned or by any other person, agency, official or organization.
6. Payment of JMC is also not conditioned upon the undersigned receiving any payment from third parties who are not a party to this contract.
7. The individual executing this contract, if acting on behalf of a partnership or corporation, represents that he/she has the authority to do so.
8. In the event the services of a collection agency, attorney and/or courts are required to enforce payment, the undersigned will pay all related costs. This would be an attempt to collect the debt and any information will be used for that purpose.
9. In the event that full payment is not received within 30 days of invoicing, a service charge of 1 ½ % per month will be added to the balance due, which amount will also be subject to all of the above terms.
10. JMC will retain ownership, including all rights under U.S. Copyright Law, to all drawings and reports developed by JMC for the project.
11. JMC reserves the right to assign this Contract to JMC Site Development Consultants, LLC and/or John Meyer Consulting, Inc.

F:\Misc\SFC\Agreement for Professional Services (PLLC).doc

JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC | JMC Site Development Consultants, LLC

120 BEDFORD ROAD | ARMONK, NY 10504 | 914.273.5225 | MAIL@JMCPLLC.COM | JMCPLLC.COM



Site Planning	Environmental Studies
Civil Engineering	Entitlements
Landscape Architecture	Construction Services
Land Surveying	3D Visualization
Transportation Engineering	Laser Scanning

### **SCHEDULE OF FEES AND CHARGES, 12/14**

<b><u>CATEGORY</u></b>	<b><u>HOURLY RATES</u></b>
Principal	240.00
Associate	215.00
Surveyor	200.00
Senior Project Manager/Senior Engineer/Senior Landscape Architect	200.00
Project Manager/Engineer/Landscape Architect	180.00
Design Manager	160.00
3D Model Designer	145.00
Construction Coordinator	135.00
Senior Survey Technician	135.00
Senior Designer	135.00
Designer 2	115.00
Survey Technician	95.00
Designer	95.00
CAD Tech	85.00
Laser Scanner Equipment	45.00
Clerical	45.00

Hourly charges for court appearances to present expert testimony will be 1.5 times those stated above.

### **REIMBURSABLE EXPENSES**

All out of pocket expenses incurred in connection with this project will be billed at cost plus 10%. Such expenses include travel reimbursement, subsistence, tolls, facsimile charges, reproductions, internet document hosting, messenger or delivery service charges, subconsultant charges, underground utility markout services charges, test pit excavation charges, postage, fees charged by agencies, maps, plans, photographic materials, ordinances and other similar materials.

### **METHOD OF PAYMENT**

An Invoice will be submitted monthly during the period of this contract and/or on completion of services, covering the preceding month's work. Payment shall be due upon receipt of the Invoice. A charge of 1 1/2% per month will be due on all Invoices not paid within 30 days.

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JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC | JMC Site Development Consultants, LLC

120 BEDFORD ROAD | ARMONK, NY 10504 | 914.273.5225 | MAIL@JMCPLLC.COM | JMCPLLC.COM

**VILLAGE OF TARRYTOWN  
VILLAGE ADMINISTRATOR'S OFFICE  
MEMORANDUM**

TO: Mayor Fixell and the Board of Trustees  
FROM: Michael Blau, Village Administrator  
RE: Handicapped Parking Space – Wildey Street  
DATE: March 31, 2017

---

At the Work Session of March 29, there was a matter on the agenda relating to a request to extend the time period associated with an existing handicapped parking space on Wildey Street adjacent to the Shiloh Baptist Church. The original request from the March 29 agenda packet and the emails from a neighborhood resident voicing concern about the proposal are attached herewith. since there was some confusion, I went to the site to provide you with the exact language on the sign at the designated parking space. The signs (there are two) state:

- Top sign – Reserved Parking with Handicapped Symbol with arrow pointing west. Just west of this one parking space is a no parking zone.
- Bottom sign – SUNDAY ONLY 10:30 a.m. to 1:30 p.m.

## Kathy Deufemia

---

**From:** Mike Blau  
**Sent:** Monday, March 20, 2017 8:48 AM  
**To:** Kathy Deufemia  
**Subject:** FW: Handicap Parking-Shiloh Baptist Church  
**Attachments:** Hanicap Parking-Wildey St.pdf

Email and request on WS agenda

---

**From:** Scott Brown  
**Sent:** Friday, March 17, 2017 1:20 PM  
**To:** Mike Blau  
**Subject:** Handicap Parking-Shiloh Baptist Church

The congregants of the Shiloh Baptist Church on Wildey St have requested a change in the hours parking is restricted for the existing handicapped parking space.

Staff has reviewed this request and found it to be reasonable and necessary and therefore recommends its approval. Please bring this code change to the attention of the Board of Trustees for their consideration.

Thank you.

TARRYTOWN POLICE DEPARTMENT  
OFFICE MEMORANDUM

DATE: February 22, 2017  
FROM: Lt. Barbelet *JB*  
TO: Chief Brown  
SUBJECT: Code Change: Adjust restrictive parking times on a handicap spot

The Village has received a request to adjust the restrictive hours on a handicap parking spot located in front of the Shiloh Baptist Church on Wildey Street. The request comes on the behalf of a member of the congregation who states that the time adjustment better fits the need of the parishioners and pastor who utilize this spot on Sundays.

Currently the code reads as follows:

Name of Street or Lot	Side	Number of spaces; Location
Wildey St	South	from a point 60 feet east of Washington Street for a distance of 20 feet, between <b>(10:00am and 1:30pm)</b> , Sundays only

The request is to change a portion of the section under Number of spaces, which is in parenthesis/bold and to have it replaced by the following: "8:00am to 6:00pm". Thank you.

**Mike Blau**

---

**From:** Beryl Henzy <bhenzy32@gmail.com>  
**Sent:** Friday, March 24, 2017 1:40 PM  
**To:** Mike Blau  
**Subject:** [Tarrytown NY] Handicap Parking on South side of Wildey St

mblau,

Someone has sent you a message using your contact form on the Tarrytown NY site.

If you don't want to receive such e-mails, you can change your settings at  
<http://www.tarrytowngov.com/users/mblau>.

Message:

It has come to our attention that there is a proposal to lengthen the time of the handicap parking spot on Wildey St. near the Shiloh Baptist Church. Is it possible for us to be included on the agenda for the working session coming up this Wednesday? Parking is already extremely tight on this section of Wildey and we are very sensitive to any more restrictions.

Thanks you for your attention.

Beryl Henzy  
32 Wildey St.  
401.528.9985

=====  
Message sent by: Beryl Henzy ([bhenzy32@gmail.com](mailto:bhenzy32@gmail.com))  
=====



## Mike Blau

---

**From:** Beryl Henzy <bhenzy32@gmail.com>  
**Sent:** Monday, March 27, 2017 9:41 PM  
**To:** Mike Blau  
**Cc:** Donald Johnson  
**Subject:** Re: [Tarrytown NY] Handicap Parking on South side of Wildey St

Thank you for your reply, we look forward to commenting at the pubic hearing.

As for the working session on Wednesday, we would like to suggest the following points of discussion:

- can the restrictions be a shorter length of time, say 8am-2pm? How often will the church be used in the afternoon, and more to the point, how often will they be arriving after 2pm? If they leave by 2pm or even 3pm, that is 3-4 hours where the space will not be available to residents.
- can the police step up enforcement? We have often noticed cars without handicapped stickers/placards parking there during the restricted time, without ever receiving a ticket. Is this why the church is asking for the extended time?

Thank you for your consideration.

> On Mar 27, 2017, at 9:05 AM, Mike Blau <[MBlau@tarrytowngov.com](mailto:MBlau@tarrytowngov.com)> wrote:

>

> If you are opposed to this proposal, you are given an opportunity at the Board of Trustees meeting to voice that opposition. The discussion at the Work Session is whether the Board wants to place the matter on the Board of Trustees agenda for April 3. I will share your email with the Board and if you have more information you want to share prior to the Wednesday meeting, please let me know. The Work Sessions are opportunities for the BOT to discuss matters and the public is permitted to attend but not to speak. That occurs at the regular meetings on Mondays.

>

> -----Original Message-----

> From: Beryl Henzy [<mailto:bhenzy32@gmail.com>]

> Sent: Friday, March 24, 2017 1:40 PM

> To: Mike Blau

> Subject: [Tarrytown NY] Handicap Parking on South side of Wildey St

>

## **SAMPLE Resolution in Support of State Legislation for Tanker-Avoidance Zones**

Whereas, the U.S. Coast Guard is currently considering a proposal to establish new anchorage areas along the Hudson River between Yonkers and Kingston;

And whereas, the [NAME OF MUNICIPALITY] is home to [describe local economic, natural, and scenic assets], which the integrity of are threatened by the U.S. Coast Guard's proposal;

And whereas, the [NAME OF MUNICIPALITY] has documented its concerns about the anchoring of petroleum-carrying tankers, including disrupting the economic vitality of the waterfront, endangering drinking water supplies, damaging fish habitat and detracting from scenic beauty and quality of life along the river (see Resolution [ENTER LOCAL RESOULTUION NUMBER, ] of 2016);

And whereas, New York State Assemblymember Didi Barrett has introduced Assembly Bill A06825, which would enable New York State agencies to consider environmental impacts in designating "tanker-avoidance zones";

And whereas, New York State Senator Sue Serino has introduced the same measure in the Senate as Bill S05197;

And whereas this proposal would enable New York State to take a stronger role in controlling the placement of any anchorage areas for petroleum-carrying vessels, to ensure that the needs of the Hudson River and riverfront communities are protected;

Now therefore be it resolved that the [NAME OF MUNICIPAL BOARD OR COUNCIL] expresses its support for Assembly Bill A06825 and Senate Bill S05197.

Please send copies of your passed municipal resolution to the following offices:

New York State Assembly:

- Local Assembly Representative
- Assemblywoman Didi Barrett  
LOB 553  
Albany, NY 12248  
Fax: 518-455-5418

New York State Senate:

- Local Senate Representative

- Senator Sue Serino  
Legislative Office Building, Room 812  
Albany, NY 12247

Not-for-Profit organizations:

- The NYS Association of Towns, NYS Conference of Mayors, Association of Counties, or any other municipal associations to which your local government belongs
- Jeremy Cherson, Campaign Advocacy Coordinator  
Riverkeeper  
20 Secor Road  
Ossining, NY 10562  
[jcherson@riverkeeper.org](mailto:jcherson@riverkeeper.org)
- Rebecca De La Cruz, Advocacy Associate  
Scenic Hudson  
One Civic Center Plaza, 2<sup>nd</sup> Floor  
Poughkeepsie, NY 12601  
[rdelacruz@scenichudson.org](mailto:rdelacruz@scenichudson.org)  
FAX: (845) 473-2648

STATE OF NEW YORK

5197

2017-2018 Regular Sessions

IN SENATE

March 13, 2017

Introduced by Sens. SERINO, AMEDORE, CARLUCCI -- read twice and ordered printed, and when printed to be committed to the Committee on Environmental Conservation

AN ACT to amend the environmental conservation law and the navigation law, in relation to consideration of environmental conditions when permitting petroleum-bearing vessels to enter navigable waters; and repealing section seventy-one of the navigation law relating to the petroleum-bearing vessel advisory commission

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 Section 1. Section 33-0303 of the environmental conservation law is  
2 amended by adding a new subdivision 8 to read as follows:

3 8. THE COMMISSIONER IN CONSULTATION WITH THE UNITED STATES COAST  
4 GUARD, THE BOARD OF COMMISSIONERS OF PILOTS, THE DEPARTMENT OF STATE,  
5 THE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION AND APPROPRI-  
6 ATE OFFICIALS OF ANY STATE OR COUNTRY, MAY ESTABLISH GUIDELINES FOR THE  
7 PURPOSE OF CARRYING OUT THE PROVISIONS OF SECTION SEVENTY OF THE NAVIGA-  
8 TION LAW.

9 S 2. Section 70 of the navigation law, as added by chapter 898 of the  
10 laws of 1990, is amended to read as follows:

11 S 70. Minimum conditions for petroleum-bearing vessels in certain  
12 areas; tanker-avoidance zones. 1. The commissioner of environmental  
13 conservation in consultation with [the petroleum-bearing vessel advisory  
14 commission established in section seventy-one of this article,] the  
15 United States Coast Guard, the board of commissioners of pilots, THE  
16 DEPARTMENT OF STATE, THE OFFICE OF PARKS, RECREATION AND HISTORIC PRES-  
17 ERVATION and appropriate officials of any state or country with concur-  
18 rent jurisdiction over water bodies which might be affected, through  
19 rule and regulation may establish standards setting forth:

20 (a) the minimum conditions under which petroleum-bearing vessels as  
21 defined in section one hundred seventy-two of this chapter may enter or

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets  
[ ] is old law to be omitted.

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1 move upon the navigable waters of the state and any tidewaters bordering  
2 on or lying within the boundaries of Nassau and Suffolk counties. Such  
3 conditions may include, but not be limited to, visibility, the tide and  
4 wind conditions [and], weather, ENVIRONMENTAL CONDITIONS SUCH AS THE  
5 EXISTENCE OF DESIGNATED SIGNIFICANT COASTAL FISH AND WILDLIFE HABITATS  
6 AND PROXIMITY TO WATERFRONT COMMUNITIES; and

7 (b) the minimum conditions under which petroleum-bearing vessels may  
8 enter or leave any major facility, port or harbor. Such conditions may  
9 include, but not be limited to, visibility, the tide and wind conditions  
10 [and], weather, ENVIRONMENTAL CONDITIONS SUCH AS THE EXISTENCE OF DESIG-  
11 NATED SIGNIFICANT COASTAL FISH AND WILDLIFE HABITATS AND PROXIMITY TO  
12 WATERFRONT COMMUNITIES.

13 2. The commissioner of environmental conservation may, in consultation  
14 with [the petroleum-bearing vessel advisory commission established in  
15 section seventy-one of this article,] the United States Coast Guard, the  
16 board of commissioners of pilots, THE DEPARTMENT OF STATE, THE OFFICE OF  
17 PARKS, RECREATION AND HISTORIC PRESERVATION and appropriate officials of  
18 any state or country with concurrent jurisdiction over water bodies  
19 which might be affected, establish tanker-avoidance zones, where it  
20 shall be unlawful for petroleum-bearing vessels as defined in section  
21 one hundred seventy-two of this chapter, to enter [or], move OR ANCHOR  
22 upon the navigable waters of the state or any tidewaters bordering on or  
23 lying within the boundaries of Nassau and Suffolk counties, EXCEPT IN  
24 CASES OF GREAT EMERGENCY. SUCH TANKER-AVOIDANCE ZONES MAY BE BASED UPON  
25 PHYSICAL AND ENVIRONMENTAL CONDITIONS WHICH MAY INCLUDE, BUT ARE NOT  
26 LIMITED TO, NAVIGATIONAL HAZARDS, ENVIRONMENTAL CONDITIONS SUCH AS THE  
27 EXISTENCE OF DESIGNATED SIGNIFICANT COASTAL FISH AND WILDLIFE HABITATS  
28 AND PROXIMITY TO WATERFRONT COMMUNITIES.

29 S 3. Section 71 of the navigation law is REPEALED.

30 S 4. Subdivision 15-a of section 172 of the navigation law, as added  
31 by chapter 898 of the laws of 1990, is amended to read as follows:

32 15-a. "Petroleum-bearing vessel" means any vessel transporting petro-  
33 leum in commercial quantities as cargo or any vessel constructed or  
34 adapted for the carriage of petroleum in bulk, INCLUDING TANK VESSELS,  
35 BARGES AND TUG-BARGE COMBINATIONS;

36 S 5. This act shall take effect immediately.