

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:30 P.M.
WEDNESDAY, JUNE 14, 2017
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Board of Trustees Concerns

Open Session

1. Fees – Increase Daily Resident Parking Permit
2. IMA – Westchester County – Police Training
3. Request Tarrytown Lakes Committee – Kayak Parking Area
4. Resolution - Fire Department Membership Change
5. Affordable Housing Committee
6. Increase Sewer Use Charge on Water Bill
7. Transfer and Elimination of Water Fund Deficit
8. Request Tarrytown Boat Club – Half-Price Parking on Annual Basis
9. Appointment new Co-Chair for TEAC
10. Discussion Policy Change – Expiration Dates for On-Street Parking Permits
11. AirBnB – Continued Discussion
12. Fire Truck Contract Bid Review (Phenix and Consolidated Trucks)
13. Shared Services Program with Westchester County
14. Locker Rental Program at Recreation Facility; Food Truck in Parking Lot
15. Taxi Rates
16. LH TL – NYS Contract
17. WXY Revised Contract
18. Authorization of Tri-Village Award for Water System Evaluation Project
19. MTA Lease Agreement to Accommodate up to 2 Zip Cars

Executive Session

- 1A. Tax Certioraris
- 2A. Local Law – Eminent Domain - Parking

DISPLAY ON DASHBOARD

PERMIT # 0000273
FEE PAID \$

VILLAGE OF TARRYTOWN
24 HOUR PARKING PERMIT

VALID AM PM / / TO AM PM / /

VEHICLE PLATE NO. _____

VEHICLE MAKE _____

VEHICLE COLOR _____

ISSUING OFFICER'S INITIALS _____

PERMITS ARE VALID FOR 24 HOURS
ONLY AND ARE NOT TRANSFERABLE

THIS PERMIT VALID ONLY IN THE RIVER ROAD PARKING LOT ON THE WEST SIDE
OF THE RAILROAD TRACKS

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

_____ a municipal corporation of the State of New York having an office and place of business at _____, New York _____ (hereinafter referred to as the "Municipality")

WHEREAS, the County has a police training facility located in Valhalla, New York; and

WHEREAS, under New York State Law a newly appointed police officer of any county, city, town, village or police district ("Police Officer") must satisfactorily complete an approved municipal police basic training program within 12 months of being hired and may also be required as part of ongoing training to take additional courses as part of their employment requirements, including seminars, conferences, exercises, drills or workshops at the County's police training facility as well as at any off-site location where such training takes place, (collectively, the "Police Academy"); and

WHEREAS, in order to comply with New York State Law, Police Officers from the County and other municipalities attend the Police Academy; and

WHEREAS, from time to time the Municipality will assign one or more of its police officers who are certified police instructors ("Instructor"), as part of his or her employment duties, to the Police Academy to provide instruction.

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

Section 1. The County and the Municipality agree that the County may utilize Instructors provided by the Municipality to teach Police Officers training courses, seminars, conferences, exercises, drills or workshops conducted at the police training facility located in Valhalla, NY as well as any off-site location where such training takes place (collectively, the "Police Academy"). Instructors must submit a lesson plan as well as a copy of any other presentation material to be used in conjunction with the lesson plan, excluding copyrighted material, to the Westchester County Commissioner of Public Safety, or his duly authorized designee (the "Commissioner"). Once approved, the Instructor shall teach in accordance with the approved lesson plan. Under no circumstances shall the Instructor cause any portion of any Police Academy training program to be audio or video recorded without the written consent of the Commissioner. During the period of time the Instructor is teaching at the Police Academy, the Instructor shall be under the control and direction of the Commissioner. Notwithstanding the foregoing, during the time that the Instructor is teaching at the Police Academy, in the event of a conflict because an Instructor is directed to act by both the Commissioner and the Municipality, the Commissioner's direction shall take priority.

Section 2. The Municipality agrees that the Instructor's status as an employee of the Municipality shall not be affected by this Agreement during the time that the Instructor is teaching at the Police Academy. The Municipality shall remain responsible for establishing the salary and benefits of the Instructor assigned to the Police Academy and for making all payments due the Instructor. Nothing contained herein shall be intended to create an employer/employee or agency relationship between the County and the Instructor or to confer on the Instructor any rights other than those that accrue to the Instructor as an employee of the Municipality.

Section 3. The Municipality agrees to cooperate with the County in coordinating and organizing the use by the County of the Instructors. In no event will the Municipality charge any indirect cost to the County for the administration or implementation of this Agreement.

Section 4. The County shall defend and indemnify the Municipality in connection with any action or proceeding brought by a party other than the County or the Instructor against the Municipality, its officers, employees and/or elected officials, based on a claim or cause of action arising out of the Instructor's acts or omissions while acting within the scope of his or her duties as an Instructor at the Police Academy, provided that the Municipality shall (i) give the County prompt written notice of such action or proceeding, by delivering to the Westchester County Attorney ("County Attorney") the original or a copy of any summons, complaint, process, notice, demand, pleading or other communication regarding such claim, within five (5) days after the Municipality receives such document and prior to the entry of any default judgment; (ii) provide the County with a written request from the Municipality for defense and indemnification and (iii) give the County the full cooperation of both the Municipality and the Instructor in the defense of such action or proceeding and in defense of any action or proceeding against the County based upon the same act or omission. The duty to defend and indemnify shall not arise where injury or damage resulted from intentional wrongdoing or recklessness on the part of the Instructor. The County Attorney shall have full and complete discretion and control over the conduct of such defense.

The Municipality may, at any time, seek other representation and make an application for substitution of counsel of its choosing. In such event, the County shall have no further liability

or responsibility to provide defense or indemnification for the Municipality pursuant to this Agreement.

If, in any action or proceeding where the Municipality and the County, its officers, employees or elected officials are named as co-defendants, facts shall be disclosed such that the interests of the Municipality and the County shall, in the sole opinion of the County Attorney, be adverse, then the County Attorney shall, upon written notice, decline or withdraw from representation of the Municipality. The written notice shall, to the extent practicable, set forth the reason for such conflict. In the event the County Attorney makes such a determination, then the County shall seek other representation, and make an application for substitution of counsel of the County's choosing, to defend the Municipality under this Agreement.

In no event shall the County's obligation to provide defense and indemnification pursuant to this paragraph be construed to include claims arising outside the scope of the Instructor's teaching services or in connection with the Instructor's travel to and from the Police Academy to carry out such teaching services.

In no event shall the County have any obligation to the Municipality or its Instructor for any claim raised or benefits provided pursuant to New York General Municipal Law Section 207-c. Additionally, if an Instructor is injured during the time he or she is teaching at the Police Academy, it is understood that the Instructor, as an employee of the Municipality, would apply for coverage under the Municipality's workers compensation policy.

Section 5. Except as set forth in Section 4 above, the Municipality agrees:

(a) that, except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees and agents from and against all liability, damage, claims, demands, costs, judgments, attorneys' fees or loss arising directly or indirectly out of this Agreement, including without limitation the acts or omissions hereunder by the Municipality or the Municipality's Instructors or third parties under the direction or control of the Municipality, and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and for which indemnification is required to be provided under paragraph (a) above, and to bear all other costs and expenses related thereto.

Section 6. This Agreement shall commence on March 21, 2017 and continue in full force and effect through March 20, 2022.

Section 7. This Agreement may be terminated by either party by giving written notice of the termination to the other party not less than thirty (30) days prior to the effective date of such termination.

Section 8. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses

as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner - Sheriff of Public Safety
Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to:

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

To the Municipality:

Section 9. The failure of either party to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 10. This Agreement shall not be enforceable until it has been approved by the Westchester County Board of Legislators and the Westchester County Board of Acquisition and Contract and the governing body of the Municipality and has been signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day
and year first above written.

THE COUNTY OF WESTCHESTER

By _____
Commissioner-Sheriff of Public Safety

MUNICIPALITY

By _____
(Name and Title)

Approved by the Westchester County Board of Legislators by Act No 2017-54 on the 3rd
day of April, 2017.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 4th
day of May, 2017.

Approved as to form and
Manner of execution:

Sr. Assistant County Attorney
County of Westchester
S:\Cor\CARP\DPS\Police mstr IMA2017

Date

Kathy Deufemia

From: Richard Slingerland
Sent: Tuesday, June 06, 2017 12:10 PM
To: Kathy Deufemia
Subject: FW: Tarrytown Lakes Committee - Kayaking

Richard Slingerland
Village Administrator
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591
914-631-1785
Cell: 914-703-0875
fax: 914-909-1208
e-mail: rslingerland@tarrytowngov.com

From: Paul Keppler [<mailto:pkeppler2@gmail.com>]
Sent: Tuesday, May 9, 2017 4:50 PM
To: Drew Fixell <dfixell@tarrytowngov.com>; tbutler@tarrytowngov.com; Karen Brown <kBrown@tarrytowngov.com>; Robert Hoyt <rhoyt@tarrytowngov.com>; Mary McGee <mmcgee@tarrytowngov.com>; rmcgovern@tarrytowngov.com; Doug Zollo <dzollo@tarrytowngov.com>; Richard Slingerland <rslingerland@tarrytowngov.com>
Cc: Catherine Ruhland <cruhland@aol.com>
Subject: Tarrytown Lakes Committee - Kayaking

Dear Village Board of Trustees and Richard Slingerland,

I am writing this email to you on behalf of the Tarrytown Lakes Committee. It has been several years since the Lakes Committee brought to the board's attention the desire of Tarrytown citizens to use their personal kayak on the larger of the lakes. It was our belief, apparently misplaced, that the kayaking/rowboat project was to be approved.

Let me take this opportunity to review the numerous reasons why we strongly believe this project should be approved and moved forward promptly. If a vendor from outside the village can use the lake to rent kayaks why shouldn't residents of Tarrytown be afforded the same opportunity? It would seem that fairness, if nothing else, would dictate that residents can use either their own kayak or rowboat on the lake. (Hereafter kayak will refer to both)

Kayaking is another recreational avenue that the village can provide. This is an excellent use of the lakes. After all aren't the lakes to be used for appropriate recreational use?

Tarrytown is a "hot" village. One only has to look at the real estate market to know this is true. By providing another recreational venue for people to use we can help maintain the vitality and reputation of Tarrytown. Once kayaking is approved more people will use the lake and they will be looking for food, beverages and bathroom facilities. This fact can only add to the development of the Eastview Pump House.

To allow kayaking is not a long term or expensive project. A sight for the entry ramp and parking lot have been selected. By the way a large parking lot is not necessary. All that has to be done is request bids for the necessary work, select a contractor and build the parking lot. Lastly a fee for a kayaking permit has to be established. Residents can pay for their permit and sign the insurance waiver at the village hall. The procedure would be like the one used for fishing permits. Acting now will enable residents to kayak on the lake before the end of the summer

It is possible to imagine that it might be a good idea to link kayaking with the renovation of the pump house. In truth they are two stand alone projects. The potential for the pump house becoming a brewery/brew pub is wonderful. The reality is it will take several years to come to fruition if ever. Kayaking can be accomplished in a few months. Kayaking's entry point will be near the causeway while the pump house is on the opposite side of the lake. It is really not feasible

for a person to walk from one venue to the other. Walking along Nepperan Road is too dangerous. Much less would a person carry a boat from one to the other.

The only connection between the two is kayaking, as stated above, will make the pump house project more economically viable.

Thank you for your prompt consideration of this matter and we look forward to a speedy and positive result. In order to answer any questions and to resolve any issues the Tarrytown Lakes Committee would appreciate the opportunity to address the board of trustees at your next work session.

Sincerely,

Paul Keplker

Tarrytown Lakes Committee

914-391-9345

5

Kathy Deufemia

From: Carol Booth
Sent: Thursday, May 25, 2017 11:16 AM
To: Kathy Deufemia
Subject: Affordable Housing Committee

AFFORDABLE HOUSING COMMITTEE (No Terms) Liaison – Trustee McGovern

Benjamin Gross, Chair
20 Wildey Street, Tarrytown, NY 10591
366-0242
Benjamin.Gross@verizon.net

Sadie McKeown
3 Archer Place, Tarrytown, NY 10591
smckeown@communitytp.com

David Nutig
66 Sheldon Avenue, Tarrytown, NY 10591
366-0195
dfnutig@msn.com

Audrey Thomas
1 River Plaza, Apt 9L, Tarrytown, NY 10591 Audrey.thomas@siemens.com

Robin Warner
24 Mechanics Avenue, Tarrytown, NY 10591
224-9904
Dwa1292569@aol.com

Alec Roberts
63 Miller Ave., Tarrytown, NY 10591
aroberts@communityhousing.org

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

- F. Division of property. All or portions of an area designated as mixed use may be divided for the purposes of sale, lease or mortgage with the approval of the Planning Board. Unless, in the reasonable opinion of the Planning Board, approval of such sale, lease or mortgage requires to the contrary, the submission of a new site plan or general development plan shall not be a condition precedent to such approval. However, no development of the area may take place except in accordance with the general development plan and site plan approved by the Planning Board. Insofar as buildings or other structures are concerned, the word "lease" as used herein shall apply only to the rental of an entire structure or a major portion thereof and shall not be deemed applicable to the rental of floor space, wall space, rooms, offices, floors, licenses, franchises or other hereditaments within such building.
- G. Illustrative procedure. The following flow chart illustrates the procedure for mixed-use development review as stated in Subsection D. It should be used only as a guide.⁴⁸

§ 305-130. Affordable housing. [Amended 12-5-2011 by L.L. No. 13-2011]

- A. Effect, purpose and intent. [Amended 5-5-2014 by L.L. No. 4-2014]
- (1) In any district created under this chapter in which residential uses are allowed, the following provisions shall apply for the development of both single-family and multifamily housing to provide for the creation of affordable housing in the Village of Tarrytown.
 - (2) In any district created under this chapter in which residential uses are allowed, the Village Board may grant a compatible use permit to waive provisions of this chapter for the creation of additional affordable as defined herein.
 - (3) It is the further purpose and intent of this section to provide the Village Board with sufficient discretion and flexibility to balance the provision of affordable housing with other objectives of the Comprehensive Plan of the Village, particularly those providing for environmental protection.
 - (4) Any units developed, purchased and/or subsidized for affordable housing, pursuant to this section shall be in compliance with the Westchester County Affordable Housing Program.
- B. Relevant definitions. As used in this section, the following terms shall have the meanings indicated:

AFFORDABILITY (FOR-SALE UNIT) — A for-purchase housing unit that is affordable to a household whose income does not exceed 80% of the area median income (AMI) for Westchester County as defined annually by the U.S. Department of Housing and Urban Development (HUD) and for which the annual housing cost of a unit including common charges, principal, interest, taxes and insurance (PITI) does not exceed 33% of 80% AMI, adjusted for family size, and that is marketed in accordance with the Westchester County Fair and Affordable Housing Affirmative Marketing Plan.

48. Editor's Note: The flow chart is located at the end of the chapter.

AFFORDABILITY (RENTAL UNIT) — A rental unit that is affordable to a household whose income does not exceed 60% AMI and for which the annual housing cost of the unit, defined as rent plus any tenant-paid utilities, does not exceed 30% to 60% AMI, adjusted for family size, and that is marketed in accordance with the Westchester County Fair and Affordable Housing Affirmative Marketing Plan.

AFFORDABLE HOUSING — One or more residential dwelling units made available for sale or rent at a price established in conformance with the definition of "affordability (for-sale unit)" or "affordability (rental unit)."

AMI — Area median income for Westchester County as defined annually by the U.S. Department of Housing and Urban Development (HUD).

DENSITY BONUS — The amount of additional density allowed in a development by the Village Board pursuant to Subsection E below.

DEVELOPMENT — A parcel of land on which shall be erected or improved one or more buildings that contain affordable housing.

C. **Maximum rent and sales prices.** The maximum monthly rent for an affordable unit and the maximum gross sales price shall be established in accordance with U.S. Department of Housing and Urban Development guidelines as published in the current edition of the "Westchester County Area Median Income (AMI) Sales and Rent Limit," available from the County of Westchester.

D. **Required affordable unit component.**

(1) **Payments.** [Amended 6-18-2012 by L.L. No. 4-2012; 5-5-2014 by L.L. No. 4-2014]

(a) Within all residential developments of 10 or more units created by subdivision or site plan, no less than 10% of the total number of units must be created as affordable units. In residential developments of five to nine units, at least one affordable unit shall be created or the developer may make payments in accordance with the payment schedule below. In residential developments of five to seven units, the following payment schedule shall apply, with said payments made to either the Village's dedicated affordable housing fund or to another affordable housing organization approved by the Village and conforming with the Westchester County Affordable Housing Program for development or purchase of an affordable unit in Tarrytown.

Number of Units	Payment
9	\$300,000
8	\$250,000
7	\$200,000
6	\$150,000
5	\$100,000

- (b) Payment shall be made prior to the issuance of the first certificate of occupancy for the subdivision or site plan and will be deposited in a separate account maintained by the Village for the development and/or purchase of affordable housing.
 - (2) No preferences shall be utilized to prioritize the selection of income-eligible tenants or purchasers for affordable units created pursuant to this section. All such affordable units, whether for purchase or for rent, shall be marketed in accordance with the Westchester County Fair and Affordable Housing Affirmative Marketing Plan.
- E. Incentives for creation of additional affordable housing; authority and standards. The Village Board shall have the authority to apply the following standards in exercising its discretion to review and grant a compatible use permit for density bonuses associated with the creation of affordable housing beyond the number of units that can be created pursuant to the provisions of Chapter 305, Zoning.
 - (1) Waiver of land and building requirements. With respect to an application for a development under this section, the Village Board has the authority to waive all use, area, volume, bulk, land and building requirements to the full extent authorized by § 7-738 of the Village Law of the State of New York, which permits the clustering of permitted density.
 - (2) Development density. A development's density may not exceed the sum of the maximum allowable density of the zoning district in which the development is located plus a density bonus not to exceed 50% of the maximum allowable density of that district. The density bonus shall be fixed by the Village Board, in its discretion, taking into consideration:
 - (a) The percentage of total residential units in the development that are designated as affordable.
 - (b) The appropriateness of the proposed density in the neighborhood.
 - (c) The aesthetic impact of the proposed development on the neighborhood.
 - (d) The effect of the development on the environment as defined in the New York Environmental Conservation Law § 8-0105, Subdivision 6.
 - (3) When considering an application for a compatible use permit for moderate-income housing, the Village Board shall take into account the effect of the development on:
 - (a) Neighboring property values.
 - (b) Traffic.
 - (c) The health, safety and general welfare of the neighborhood and the community.
- F. Perpetuating affordability.

- (1) Units designated as affordable units must remain affordable for a minimum of 50 years from the date of initial certificate of occupancy, regardless of whether the affordable units are ownership units or rental units.
 - (2) A property containing any affordable unit(s) must be restricted using a mechanism such as a declaration of restrictive covenants in recordable form acceptable to the Village Attorney which shall ensure that the affordable unit(s) shall remain subject to affordable regulations for the minimum fifty-year period of affordability. Among other provisions, the covenants shall require that the unit be the primary residence of the resident household selected to occupy the unit. Upon approval, such declaration shall be recorded against the property containing the affordable unit(s) prior to the issuance of a certificate of occupancy for the development.
- G. Unit appearance and integration. **[Amended 6-18-2012 by L.L. No. 4-2012; 5-5-2014 by L.L. No. 4-2014]**
- (1) Single-family units.
 - (a) Units designated as affordable units and constructed on the development site shall be indistinguishable in appearance, siting and exterior design from the other single-family homes in the development, to the furthest extent possible. Interior finishes and furnishings may be reduced in quality and cost to assist in the lowering of the cost of the development of the affordable units. The affordable units within single-family zoning districts may be developed as single-family homes on a lot meeting 75% of the minimum lot size in that respective zone or as one two-family home on a lot meeting the minimum lot size in that respective zone. The developer may request that the units to be created per this section be: 1) developed as multifamily units and may be developed at another location within the Village, the location to be subject to approval of the Board of Trustees; or 2) single-family, multifamily, condominium or cooperative units purchased in existing buildings within the Village. Affordable units purchased shall be subject to the requirements of Subsection G(1)(b). Should the developer be interested in pursuing either Items 1) or 2), the developer shall first submit a request to the Board of Trustees to accept the unit(s) as meeting the requirements of this section. The unit(s) shall be developed and the declaration of restrictive covenants as approved by Westchester County shall be filed thereon prior to the issuance of the first certificate of occupancy. A developer may petition the Board of Trustees to adjust the timing of providing the affordable unit(s). The developer shall prove, to the satisfaction of the Board of Trustees that compliance with the timing requirement in this subsection is not in the best interest of the affordable housing program in the Village. Should the Board of Trustees grant permission to delay the construction or purchase of the affordable unit(s), the developer shall provide a bond in an amount equal to the cost of the construction or purchase of the affordable unit(s). The unit(s) shall be sold or rented to an income-eligible household as defined by the Westchester County affordable housing policy or sold to an affordable housing organization recognized by Westchester County. The proposed average size of the units to be constructed in the subdivision or site plan shall

control the number of bedrooms in the unit(s) to be developed pursuant to this section.

Size of Unit To Be Constructed	Number of Bedrooms
Up to 1,500 square feet	1
1,501 square feet to 3,499 square feet	2
3,500 square feet or larger	3

- (b) The minimum gross floor area per affordable unit purchased pursuant to Subsection G(1)(a) shall be no less than the square footage provided in § 305-130H(1). The unit(s) shall be purchased and the declaration of restrictive covenants as approved by Westchester County shall be filed thereon prior to the issuance of the first certificate of occupancy. Units purchased shall not be already designated as affordable income, moderate income or low income pursuant to any federal, state, county or local program. The unit(s) shall be sold or rented to an income-eligible household as defined by the Westchester County affordable housing policy or sold to an affordable housing organization recognized by Westchester County. The proposed average size of the units to be constructed in the subdivision or site plan shall control the number of bedrooms in the unit(s) to be purchased pursuant to this section.

Size of Units To Be Constructed	Number of Bedrooms
Up to 1,500 square feet	1
1,501 square feet to 3,499 square feet	2
3,500 square feet or larger	3

- (c) A developer may purchase more than one unit to meet the minimum floor area requirement of this section. Should the Board provide a conditional approval, the developer shall thereafter provide proof that the Board of the condominium or cooperative will accept, without reservation, the use of the unit(s) as affordable housing. The developer may purchase a single-family unit to meet the requirements of this section. The unit(s) purchased shall, at a minimum, be in full compliance with the New York State Building Code and the New York State Property Maintenance Code. The Building Inspector shall inspect the units proposed for purchase by the developer in order to assure compliance with said state codes. Permission shall be requested from the Board of Trustees, and the Board shall have no obligation to allow for the creation of the units as multifamily in another location in the Village or for the purchase of other units and/or buildings.

H. Minimum floor area.

- (1) The minimum gross floor area for the nonpurchased affordable unit(s) shall not be less than 65% of the average floor area of nonrestricted housing units in the

development and no less than provided in the chart below. A developer may petition the Board of Trustees to reduce the size of the nonpurchased affordable unit. The developer shall prove, to the satisfaction of the Board of Trustees, that compliance with the 65% size requirement in this subsection is not in the best interest of the affordable housing program in the Village. [Amended 5-5-2014 by L.L. No. 4-2014]

- (a) The minimum gross floor area for the purchased affordable unit(s) shall not be less than provided in the chart below.

Dwelling Unit	Minimum Gross Floor Area (square feet)
Efficiency	450
1-Bedroom	675
2-Bedroom	750
3-Bedroom	1,100 (including at least 1.5 baths)
4-Bedroom	1,200 (including at least 1.5 baths)

- (b) All affordable units shall have a declaration of restrictive covenants approved by Westchester County filed prior to the issuance of the first certificate of occupancy.

- (2) For the purposes of this section, paved terraces or balconies may be counted toward the minimum gross floor area requirement in an amount not to exceed 1/3 of the square footage of such terraces or balconies.

- (3) As an alternative or supplemental standard, the minimum gross floor area per affordable unit shall be in accordance with the standards set forth by the New York State Division of Housing and Community Renewal and the New York State Housing Trust Fund Corporation in § 4.03.03 of the most recent edition of its joint design manual.

- I. Occupancy standards. For the sale or rental of affordable units, the following occupancy schedule shall apply:

Number of Bedrooms	Number of Persons in Unit
Efficiency	Minimum: 1; Maximum: 1
1-Bedroom	Minimum: 1; Maximum: 3
2-Bedroom	Minimum: 2; Maximum: 5
3-Bedroom	Minimum: 3; Maximum: 7
4-Bedroom	Minimum: 4; Maximum: 9

- J. Affirmative marketing. The affordable units created pursuant to this section shall be sold or rented, and resold and rerented during the required period of affordability, to only

qualifying income-eligible households. Such income-eligible households shall be solicited in accordance with the requirements, policies and protocols established in the Westchester County Fair and Affordable Housing Affirmative Marketing Plan so as to ensure outreach to racially and ethnically diverse households.

K. Resale requirements.

- (1) In the case of owner-occupied affordable units, the title to the said property shall be restricted so that in the event of any resale by the home buyer or any successor, the resale price shall not exceed the then maximum sales price for said unit, as determined in this section.
- (2) In the alternative, the resale price shall not exceed the sum of:
 - (a) The net purchase price (i.e., gross sales prices minus subsidies) paid for the unit by the selling owner, increased by the percentage increase, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers in the New York-Northern New Jersey Area, as published by the United States Bureau of Labor Statistics (the "Index") on any date between the month that was two months earlier than the month in which the seller acquired the unit and the month that is two months earlier than the month in which the seller contracts to sell the unit. If the Bureau stops publishing this index, and fails to designate a successor index, the Village will designate a substitute index.
 - (b) The cost of major capital improvements made by the seller of the unit while said seller of the unit owned the unit as evidenced by paid receipts depreciated on a straight-line basis over a fifteen-year period from the date of completion and such approval shall be requested for said major capital improvement no later than the time the seller of the unit desires to include it in the resale price.
- (3) Notwithstanding the foregoing, in no event shall the resale price exceed an amount affordable to a household at 80% of the AMI at the time of the resale.

L. Lease renewal requirements.

- (1) Applicants for rental affordable units shall, if eligible and if selected for occupancy, sign leases for a term of no more than two years. As long as a resident remains eligible and has complied with the terms of the lease, said resident shall be offered renewal leases for a term of no more than two years each. Renewal of a lease shall be subject to the conditions of federal, state or county provisions that

may be imposed by the terms of the original development funding agreements for the development or to the provisions of other applicable local law.

- (2) If no such provisions are applicable and if a resident's annual gross income should subsequently exceed the maximum annual gross income then allowable, as defined in this section, then said resident shall pay the greater of:
 - (a) The rent amount payable under the provisions of this section; or
 - (b) Thirty percent of the resident's monthly adjusted household income, provided that the increased rent may not exceed the market rent in that development for units with the same number of bedrooms for a term of not more than five consecutive years.

M. Expedited project review process.

- (1) Preapplication meeting. The applicant for a development including affordable unit(s) shall be entitled to attend at least one preapplication meeting at which representatives will be in attendance from each Village Board and staff member expected to play a role in the review and approval of the development application and construction. The purpose of the preapplication meeting will be to expedite the development application review process through the early identification of issues, concerns, code compliance and coordination matters that may arise during the review and approval process and to establish a comprehensive review process outline, proposed meeting schedule and conceptual timeline.
- (2) Meeting schedule and timeline. Municipal departments, boards and staff shall endeavor to honor the proposed meeting schedule and conceptual timeline established as an outcome of the preapplication to the greatest extent possible during the review and approval process, subject to the demonstrated cooperation of the applicant to adhere to the schedule and timeline. Should the approval process extend beyond one year, an applicant for a development that includes affordable housing units shall be entitled to at least one additional meeting per year with the same departments, Boards and staff to review any and all items discussed at previous preapplication meetings.
- (3) Calendar/agenda priority. Municipal departments, boards and staff with review or approval authority over applications for developments including affordable housing units shall give priority to such applications by placing applications for developments including affordable units first on all meeting and work session calendars and agendas and when feasible, based upon the ability to conduct required reviews and provide sufficient public notice, shorten minimum advance submission deadlines to the extent practicable.

N. Affordable Housing Committee.

- (1) Pursuant to the previous § 130, Moderate-income housing, of Chapter 305, Zoning, the Board of Trustees established a Moderate-Income Housing Board. The Moderate-Income Housing Board shall become the Affordable Housing Committee for the Village of Tarrytown. Members shall serve for a term of five years and the

terms shall be staggered as follows upon the appointment of members pursuant to this amendment: two members to three-year terms; two members to four-year terms; and three members to five-year terms.

- (2) The Affordable Housing Committee shall have the following responsibilities:
- (a) Annually review of the implementation of this section and the recommendation of changes in these provisions, where necessary.
 - (b) Provide guidance and assistance to the Board of Trustees, the Planning Board and Village staff in regards to the creation of affordable housing in the Village.
 - (c) Provide guidance and assistance to the Board of Trustees, the Planning Board and Village staff in regards to proposed development concepts for the creation of affordable housing.
 - (d) Provide guidance and assistance to the Board of Trustees and Village staff in regards to amendments to this section, should amendments be proposed by the Village or another governmental entity.

§ 305-130.1. Affordable housing constructed prior to December 5, 2011. [Added 12-5-2011 by L.L. No. 13-2011]

For affordable housing, previously known as moderate income housing, constructed prior to the date of this section, the following provisions definitions, standards and responsibilities shall apply which are separate and distinct from the provisions of Subsections A through N of § 305-130.

- A. Relevant definitions. As used in this § 305-130.1, the following terms shall have the meanings indicated:

AFFORDABILITY INDEX — One hundred twenty-five percent of the median income of all Village paid workers for the calendar year prior to the issuance of a certificate of occupancy for a development permitted under this section.

AGGREGATE INCOME — The total of all current annual incomes of all members of a household from any source whatsoever for the last full calendar year, excluding the earnings of working minors attending school full time.

CEILING RATE — Prices for ownership and rental housing which, if exceeded, shall not qualify a housing unit as moderate-income housing.

DEVELOPMENT — A parcel of land on which shall be erected or improved one or more buildings that contain moderate-income housing.

QUALIFYING INCOME — The income needed to pay the principal and interest payments on a fixed-rate, thirty-year mortgage for 80% of the sales price of moderate-income housing using mortgage rates selected by the Village Board or its designee.

SEMIDETACHED DWELLING — A one-family dwelling having one party wall and one side yard.

TARGET RATES — Prices for ownership and rental moderate-income housing which are to be used to guide the Village Board in determining the amount of density bonus to be granted.

- B. Standards for for-sale of affordable housing subject to § 305-130.1. The Village Board shall apply the following standards to moderate-income housing that is to be sold to income-eligible households:

(1) Affordability rates.

- (a) Purchase target rate. The purchase target rate for moderate-income housing sold to income-eligible households shall be established by multiplying the affordability index by a factor of 2.75. To determine a purchase target rate for a dwelling unit of a particular size, the purchase target rate shall be multiplied by the following factors:

Size of Unit	Factor
0-bedroom	0.8
1-bedroom	0.9
2-bedroom	1.0
3-bedroom	1.1
4-bedroom	1.2
5-bedroom	1.3

- (b) Purchase ceiling rate. The purchase ceiling rate for various unit sizes shall be 150% of the purchase target rate.

- (2) Income eligibility. To be eligible to purchase affordable housing subject to the provisions of this section, a household's aggregate income shall not exceed 120% of the qualifying income required for the purchase of moderate-income housing sold at the unit's purchase ceiling rate.

- C. Standards for rental affordable housing subject to § 305-130.1. The Village Board shall apply the following standards for moderate-income housing rented to income-eligible households:

(1) Affordability rates.

- (a) Rental index rate. The rental index rate shall be 25% of the affordability index.
- (b) Rental target rate. The rental target rate for specific moderate-income housing units rented to income-eligible households shall be established according to the size of each individual housing unit and shall be determined by multiplying the rental index rate by the following factors:

Size of Unit	Factor
0-bedroom	0.8
1-bedroom	0.9
2-bedroom	1.0
3-bedroom	1.1
4-bedroom	1.2
5-bedroom	1.3

(c) Rental ceiling rate. The rental ceiling rate for various unit sizes shall be 150% of the rental target rate.

(2) Income eligibility. To be eligible to rent affordable housing subject to the provisions of this section, a household's aggregate income shall not exceed four times the unit's rental ceiling rate.

D. Occupant selection standards. When affordable housing subject to the provisions of this section is sold or rented, the following standards shall be used to determine occupancy:

- (1) A household must be income-eligible in accordance with the requirements of Subsections B and C above.
- (2) Preference categories. Among income-eligible households, preference to purchase or rent moderate-income housing shall be given to those which contain an individual in one of the following categories:
 - (a) Village employees who have worked for the Village for at least one year.
 - (b) Volunteer fire company and ambulance corps members living in and serving Tarrytown for at least one year.
 - (c) Households whose head of household or spouse is 62 years of age or older and has lived in the Village for at least five years.
 - (d) Households whose head of household or spouse is 30 years of age or younger and has lived in the Village for at least 10 years at any given time.
- (3) Priority among income-eligible households. Income-eligible households with the least financial resources, with consideration given to preference categories listed above, shall be given a priority for occupancy so long as:
 - (a) For ownership purchase affordable housing subject to the provisions of this section, the household is eligible for available market financing; or
 - (b) For rental purchase affordable housing subject to the provisions of this section, the rent does not exceed 25% of the household's aggregate income.

E. Perpetuating affordability.

- (1) Use limitations. The owner or occupant of affordable housing subject to the provisions of this section shall not lease or sublet the unit without the prior

authorization of the Affordable Housing Committee established in § 305-130N hereinabove. The Affordable Housing Committee shall not permit such housing to be leased or sublet, and then only for a period of up to six months, unless the following conditions are met:

- (a) The owner or occupant intends in good faith to use the unit as his/her principal residence but is temporarily prevented from doing so because of illness, illness of a family member, requirements of employment or other appropriate reason;
 - (b) The lessee or sublessee meets the conditions established herein for initial occupancy of such housing; and
 - (c) The rent charged is in accordance with the provisions and intent of this section.
- (2) Deed restrictions.
 - (a) Ownership units. The title to purchase affordable housing subject to the provisions of this section shall be restricted so that in the event of resale by the owner or any successor, the resale provisions set forth in Subsection G(3) below will apply.
 - (b) Rental units. The title to a development containing purchase affordable housing subject to the provisions of this section shall be restricted so that, in the event of resale by the owner, the purchaser will maintain the provisions of the rent regulations agreement in accordance with Subsection G(4) below.
- (3) Resale.
 - (a) The resale price of such housing shall be the original purchase price paid by the owner plus the costs of purchasing and selling the unit, which sum shall be increased by a percentage equivalent to the increase in the consumer price index from the date of the original purchase to the date of the sale.
 - (b) Resale procedure. The owner of such housing shall first offer to sell the unit to the Affordable Housing Committee or its designee. Upon notification of the owner's intent to sell, the Affordable Housing Committee shall calculate the resale price as set forth in Subsection G(3)(a) above.
- (4) Rent regulation and lease renewal.
 - (a) A rent regulation agreement shall be entered into by the owner of a development containing rental affordable housing subject to the provisions of this section prior to receiving a certificate of occupancy. This agreement shall be incorporated into the deed of the property containing rental of such housing. This agreement shall establish the amount of initial rents, procedures for determining rent increases for leases of various terms using reliable indices, procedures for leasing to eligible tenants, procedures for renewing leases and other conditions necessary to effectuate the purposes of this section.

- (b) Continued eligibility. An occupant of such rental housing remains eligible for the renewal of a lease if the occupant's aggregate income at the time of the lease renewal does not exceed four times the current rental ceiling rate for the occupant's unit.
- F. The Affordable Housing Committee, established pursuant to § 305-130N shall have the following responsibilities in relation to the provisions of this § 305-130.1:
- (1) The annual review of the implementation of this section and the recommendation of changes in these provisions, where necessary.
 - (2) The calculation of the affordability index rates, target rates, ceiling rates and eligible incomes for each calendar year.
 - (3) The certification of the eligibility of all households applying for the purchase or rental of affordable housing pursuant to § 305-130.1 and the annual recertification of each applicant.
 - (4) The maintenance of a list of eligible households for each size and type of affordable housing pursuant to § 305-130.1.
 - (5) The establishment of an orderly and fair process for selecting income-eligible households for occupancy of affordable housing pursuant to § 305-130.1.
 - (6) The promulgation of such rules and regulations necessary to implement the requirements, intent and purpose of this section.
 - (7) The authority to take any other actions necessary to effectuate the purpose and intent of this section.
- G. The grant of any permit under this section shall be subject to site plan approval by the Planning Board.
- H. The plan to be submitted as part of the application for the permit, as required under §§ 305-119C and 305-122 of this article, shall be reviewed by the Planning Board not only for its recommendations and findings but also as lead agency under the environmental review requirements of § 305-121D of this article, the State Environmental Quality Review Act⁴⁸ and the Village's regulations thereunder.

ARTICLE XVI

Site Development Plan Review

§ 305-131. Subdivisions; cluster development.

- A. The subdivision of any site into separate lots or any lot line change shall be permitted upon compliance by the applicant with the Board of Trustees' decision pursuant to § 305-119F of this Article XVI; or

48. Editor's Note: See Art. 8 of the Environmental Conservation Law.

Air BnB ideas

- 1) Parking must be considered: must demonstrate availability of parking either on site (or on nearby site) or located in neighborhood in which parking is readily available (village may have to designate parking-problem neighborhoods where on-site parking is required). There doesn't seem to be a way to deal with notion that some renters won't have cars, but I'm open to ideas.
- 2) One airbnb unit only per site for 1-4 family.
- 3) Renting of apartments allowed, subject to max# requirement (below) and landlord (condo?) notification
- 4) Maximum # rental occurrences (25 maybe). Must be serious \$ penalties and license suspension for violation.
- 5) Electronic notification to building department of each rental (automatically through Airbnb if possible) required perhaps
- 6) Hotel occupancy tax collected
- 7) Registration fee (\$100?)
- 8) Though tempting, no requirement that owner be present, if only because people ought to be able to rent their home if they go away (and enforcement problem).
- 9) Fire safety inspection required
- 10) Insurance requirement with Village named on insurance (?)

Kathy Deufemia

From: Richard Slingerland
Sent: Tuesday, June 06, 2017 7:27 PM
To: Kathy Deufemia
Subject: FW: bids for new fire trucks

Here is my e-mail on the matter.

Richard Slingerland
Village Administrator
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591
914-631-1785
Cell: 914-703-0875
fax: 914-909-1208
e-mail: rslingerland@tarrytowngov.com

From: Richard Slingerland
Sent: Thursday, June 1, 2017 6:22 PM
To: Drew Fixell <dfixell@tarrytowngov.com>; Drew Fixell <drew.fixell@gmail.com>; Tom Butler <tbutler@tarrytowngov.com>; Becky McGovern <bmcgovern@tarrytowngov.com>; Doug Zollo <dzollo@tarrytowngov.com>; Karen Brown <kbrown@tarrytowngov.com>; Karen Brown (External) <cageybeez@live.com>; Mary McGee <mmcgee@tarrytowngov.com>; Robert Hoyt <rhoyt@tarrytowngov.com>
Cc: Dave Goldstein <dgoldstein@tarrytownfd.org>; F M <saveaben@hotmail.com>; Jim Hart <JHart@tarrytowngov.com>; Eileen O'Brien <EOBrien@tarrytowngov.com>
Subject: bids for new fire trucks

Everyone:

Please note the apparent low bidder on the 2 new Fire Trucks is E-One. Here are the numbers.

		Spartan	E-One	Ferrara
Consolidated Truck 77	1500 GPM	\$ 775,885.00	\$ 758,680.00	\$ 774,567.00
Phenix Truck 76	2000 GPM	\$ 830,539.00	\$ 824,290.00	\$ 868,903.00
		\$ 1,606,424.00	\$ 1,582,970.00	\$ 1,643,470.00
				discount for both
				\$ 1,628,417.00

I will be providing a copy of the 2 truck proposals from E-One to Fire Chief Dave Goldstein to have reviewed and get back to us. I will also take a look myself. We should also consider having the truck specifications consultant take a look.

Goal is hopefully to be able to award these at the June 19th Board Meeting and get the ball rolling on the manufacture of the vehicles, which typically takes a year.

Best regards,

Rich

Suggestions for Shared Services Property Tax Savings

Date: 6/5/17

Name: Lawrence S. Schopfer

Municipality or School District: On behalf of the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington, Sleepy Hollow, and Tarrytown.

Position: Village Administrator, Village of Irvington

Idea for sharing services or consolidating costs:

See attached

Challenges:

See attached

Anticipated savings or benefits:

To be determined

VILLAGE OFFICIALS COMMITTEE

of Greenburgh, Westchester County

ATTACHMENT

Suggestions for Shared Services Property Tax Savings

Submitted: June 5, 2017 on behalf of the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington, Sleepy Hollow, and Tarrytown.

Joint bid for curb and sidewalk construction

Savings/benefits: Similar to the highly successful Joint Paving bids, savings of 30% or more are anticipated due to the aggregation of smaller quantities across the GVOC villages.

Public access and storage of records

Savings/benefits: Many of the GVOC villages have scanned significant documents, but most have made those documents available to the public on a limited basis. Expansion of the records available through user portals will achieve significant labor savings in responding to FOIL requests.

Joint purchasing and service agreements for multi-space parking meters

Savings/benefits: Increased purchasing power and leverage by aggregating the needs of some or all of the GVOC villages.

Replacement of County wide area network management

Savings/benefits: Recurring annual charges by the County of Westchester for wide area network management will be eliminated by the installation of locally managed hardware using existing IT personnel.

Distributed cell sites – joint franchise negotiations

Savings/benefits: Joint negotiation will allow each community to utilize outside consulting services for a fraction of the full cost of such services.

Cable Television – joint franchise negotiations

Savings/benefits: Joint negotiation will allow each community to utilize outside consulting services for a fraction of the full cost of such services.

Establishment of a County-wide sewer district

Savings/benefits: Greater efficiency in managing the large, local sewer collection systems and addressing infrastructure replacement.

Food scrap composting

Savings/benefits: Composting can be useful in removing significant volume from the waste stream, but must be done efficiently in order to yield any meaningful savings. The GVOC would look to implement a system of collection for composting purposes on a joint basis.

Joint bid for cleaning/janitorial services

Savings/benefit: Increased purchasing power and leverage by aggregating the needs of some or all of the GVOC villages.

VOC Member Villages

Ardsley

Dobbs Ferry

Elmsford

Hastings

Irvington

Sleepy Hollow

Tarrytown

Commencing in 2003, Mayors from the six Villages in the Town of Greenburgh formed a Village Officials Committee (VOC) to discuss and address matters of mutual interest.

Over the past several years the VOC has become a collaboration of ideas, resources, and efforts by the Villages toward providing cost effective and efficient services to our citizenry.

In 2010 the Village of Sleepy Hollow in the Town of Mt. Pleasant was invited and joined the VOC.

RECEIVED

MAY 26 2017

Robert P. Astorino
County Executive

TARRYTOWN VILLAGE
ADMINISTRATOR

May 25, 2017

Mayor Drew Fixell
1 Depot Plaza
Tarrytown, New York 10591

Dear Mayor Fixell,

As many of you know, the recently enacted New York State budget includes a provision that requires county executives and chief municipal leaders to prepare a **Shared Services Property Tax Savings Plan**.

Toward that end, I would like to invite you to attend our first Shared Services Forum on **Thursday, June 15 from 8:30 a.m. to 11 a.m. at the County Center in White Plains.**

At the meeting, we would like to hear and discuss your ideas on possible shared services and consolidation initiatives. Areas of focus will likely include tax assessments and collections, code enforcement, management of water and waste water facilities, purchasing and procurement practices and information technology, but do not feel limited to them.

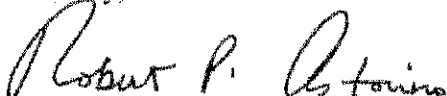
To make this meeting as efficient as possible, we are asking you to submit a brief outline of your ideas in advance of the meeting on the attached one-page form. Time at the meeting can then be used to discuss ideas in detail. It will also allow us to group similar proposals together ahead of time.

It is important to note, that under this law your participation as a municipal leader and a voting member in the development of the tax savings plan is required. However, proposed ideas cannot be imposed over the objections of the parties involved. But we should take advantage of the time together to expose, quantify and address the fundamental drivers behind our ever rising budget costs.

Please RSVP and return the attached form by June 6 to RAlberty@westchestergov.com or call (914) 995-2912.

I look forward to working with all of you and hope to see you on June 15.

Sincerely,



Robert P. Astorino
Westchester County Executive

Suggestions for Shared Services Property Tax Savings

Date:

Name:

Municipality or School District:

Position:

Idea for sharing services or consolidating costs:

Challenges:

Anticipated savings or benefits:

RELATING TO EXECUTION OF AN AGREEMENT FOR MAINTENANCE
OF OFF-SYSTEM PHYSICAL AND TRAFFIC OPERATIONAL
IMPROVEMENT FUNDED UNDER FEDERAL-AID PROGRAMS

**(AGREEMENT BETWEEN STATE AND MUNICIPALITIES REGARDING TRAFFIC SIGNAL UPGRADES AND
INTERSECTION IMPROVEMENTS TO MUNICIPAL ASSETS FOR THE LHTL PROJECT)**

RESOLUTION

VILLAGE OF TARRYTOWN, NEW YORK

WHEREAS, the State of New York, through its Commissioner of Transportation, has submitted to the VILLAGE BOARD OF TRUSTEES of the VILLAGE OF TARRYTOWN a proposed agreement relating to maintenance of Federally-Aided Off-System and Traffic Operational Improvements within VILLAGE OF TARRYTOWN, and

WHEREAS, the execution of such agreement is in the best interest of the VILLAGE OF TARRYTOWN.

NOW, THEREFORE, BE IT RESOLVED, that the BOARD OF TRUSTEES authorizes Richard Slingerland the Village Administrator to execute such agreement on behalf of the VILLAGE OF TARRYTOWN.

BE IT FURTHER RESOLVED: that the clerk of this BOARD OF TRUSTEES is hereby directed to transmit five (5) certified copies of the foregoing resolution to the State Department of Transportation.

AGREEMENT FOR MAINTENANCE OF
FEDERALLY-AIDED OFF-SYSTEM AND TRAFFIC
OPERATIONAL IMPROVEMENTS FUNDED UNDER
FEDERAL-AID PROGRAMS (FAUS, Safety, County, Secondary, Safer Off-System Roads)

This agreement made this _____ day of _____, 2017, by and between the People of the State of New York, (hereinafter referred to as "State"), acting by and through the Commissioner of Transportation (hereinafter referred to as "Commissioner"), whose Office is in the Administration and Engineering Building, 1220 Washington Avenue, State Campus, in the City and County of Albany, State of New York, and the Board of Trustees of the Village of Tarrytown, NY with offices at 1 Depot Plaza, Tarrytown, NY 10591, a municipal corporation duly authorized and existing under the laws of the State of New York (hereinafter referred to as "Municipality"), acting by and through The Board of Trustees thereof, witnesseth:

WHEREAS, the Congress of the United States has provided for Federal Funds to be expended for various programs which would provide for improvements on streets and roads not on the state highway system, all in accordance with various Federal-Aided Highway Acts and the Highway Safety Acts; and

WHEREAS, the Legislature of the State of New York has enacted Section 80 of the Highway Law by which the Federal funds authorized may be made available for such projects not on the state highway system in accordance with the intent of Federal Highway and Safety Acts; and

WHEREAS, there exists a compelling need for physical and traffic operational improvements on existing streets within the boundaries of the Municipality; and

WHEREAS, the Municipality and State therefore desire to make use of Federal Funds as may be made available within the jurisdiction boundaries of said Municipality; and

WHEREAS, in accordance with appropriate State and Federal statutes the Municipality in which the improvements are to be made must consent to and approve of the proposed projects before any project under the program is commenced; and

WHEREAS, before Federal aid will be made available for such improvement projects, the Municipality and State are required to enter into written agreement with respect to the operation and maintenance of such improvement projects as may be financed in part with Federal Funds.

Now, THEREFORE, in consideration of mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

Article I. OFF-SYSTEM PHYSICAL AND TRAFFIC OPERATIONAL IMPROVEMENTS. The term OFF-SYSTEM PHYSICAL AND TRAFFIC IMPROVEMENTS as used in the agreement is defined as any and all construction, equipment, facilities and appurtenances required for completion of the individual projects specified and generally described in Schedule A of this Agreement. Each of the projects specified in Schedule A has been approved for partial Federal funding.

Article II. LOCAL APPROVAL. Prior to the authorization of construction or procurement of equipment for any of the OFF-SYSTEM PHYSICAL AND TRAFFIC OPERATIONAL IMPROVEMENTS specified in Schedule A, it is necessary that the Municipality concerned approve the proposed program for such IMPROVEMENTS and approve all orders of the State made to utility during construction of such IMPROVEMENT to locate its facilities within the right of-of-way of the streets or highways of the Municipality. Execution of this Agreement shall be considered as complying with the necessary consent and approval of such IMPROVEMENT, and relocation of utility orders, by the Municipality. The Municipality agrees, after completion of such IMPROVEMENTS, to provide for an approved utility accommodation policy which will be at least equal to the standards and policy in effect for similar types of State federally-aided highways and which will meet with the approval of the Department or its authorized representatives. Rules and Regulations governing the accommodation of utilities within the State highway right-of-way (Part 131, Title 17. Officially compilation of Codes, Rules and Regulations) as amended.

Article III. FUNCTIONAL TRAFFIC ENGINEERING UNIT. To insure that completed TRAFFIC OPERATIONAL IMPROVEMENTS are properly operated and maintained, the Municipality agrees to provide and maintain a traffic engineering unit within its own organization or provide other acceptable means for

assuring proper maintenance and operation. The Commissioner shall determine the adequacy of the maintenance and operating capabilities utilized by the Municipality to carry out this requirement.

Article IV. PHYSICAL MAINTENANCE OF OFF-SYSTEM PHYSICAL AND TRAFFIC OPERATIONAL IMPROVEMENTS. upon notification to the Municipality by the Commissioner of Transportation of the completion of construction of any or all of the individual IMPROVEMENTS specified in Schedule A, the Municipality shall at its own expense properly maintain the completed physical and operational improvements in accordance with State and Federal requirements and as contained in this paragraph. The Municipality agrees to conform to the New York State Manual of Uniform Traffic Control Devices to the extent required by Section 1680 of the Vehicle and Traffic Law. The Municipality agrees to conform to New York State established State and National standards prescribed for traffic control devices such as signs, signals, pavement markings and channelized sections on all projects constructed pursuant to the terms of this Agreement. Changes in the operational features or structural characteristics of the IMPROVEMENTS in response to changing conditions shall be based on sound traffic engineering principles and shall have first been approved in writing by the Commissioner and the Federal Highway Administration. The Commissioner or his representative may periodically inspect completed IMPROVEMENTS and determine that the maintenance, operation or changes in operation conform to this requirement. The maintenance and repair of such IMPROVEMENTS shall be performed by the Municipality by employing its own forces and by using its equipment, or by its contractor, or by a combination of these two methods. All materials, machinery and tools that shall be necessary for performance under this agreement shall be provided by the Municipality or by its contractor, as the case may be. Subject to the provision of any general, special or local law or ordinance, the Municipality may, for performance of all or part of the work, award a contract subject to the limitations of Section 144 of the State Finance Law.

Article V. MAINTENANCE OF TRAFFIC ORDINANCES AND REGULATIONS. It is essential for the efficient operation of work in Schedule A that certain existing local ordinances or regulations relating to the regulation of traffic and parking be amended. Schedule B of this Agreement specifies the additions, deletions and changes to the local ordinances and regulations required. The Municipality agrees to enact the specified changes and shall furnish the Commissioner of Transportation with evidence that the specified changes have been adopted prior to the completion of the work in Schedule A. The Municipality agrees to maintain the prescribed regulations. Any changes made in the prescribed regulations, including the making conditions, must be reviewed and approved by the Commissioner or his representative and Federal Highway Administration prior to their implementation.

Article VI. ENFORCEMENT OF TRAFFIC ORDINANCES OR REGULATIONS. The enforcement of traffic regulations is essential for the operation of the IMPROVEMENTS as planned. The Municipality agrees to enforce all State laws, local laws, ordinances, orders, rules and/or regulations which directly or indirectly affect the operations of the IMPROVEMENTS. Enforcement of regulations on streets and highways under the legal jurisdiction of the Municipality will be the responsibility of the Village of Tarrytown Police Department.

Article VII. INSPECTION AND COMPLIANCE. The Commissioner or his representative may periodically inspect the IMPROVEMENTS to ascertain that the completed work has been maintained in satisfactory

condition and that the maintenance operation or changes in operation are in accordance with the terms of this Agreement and the requirements of the Federal Highway Administration. The inspection shall include the physical and the mechanical maintenance of the improvements as well as the maintenance of traffic ordinances and enforcement of such ordinances which directly or indirectly affect the operation of the IMPROVEMENTS. The Commissioner will also determine the adequacy of the FUNCTIONAL TRAFFIC ENGINEERING UNIT or other acceptable means for assuring proper maintenance and operation, to provide the required level of maintenance and traffic engineering advice. The Municipality shall be promptly notified in writing of any observed deficiencies in compliance with the terms of this Agreement. Within thirty days of receipt of such notification, a meeting between the Commissioner or his representative and interested and responsible representatives of the Municipality will be arranged to discuss the means required to remedy the noted deficiencies. Based on their discussion, and the future of the required remedial action, a reasonable time limit will be mutually established by the Commissioner's representative and the representatives of the Municipality for the satisfactory completion of remedial action by the Municipality. Failure to complete the required actions within the agreed upon time limit shall disqualify the Municipality from future Federal-Aid projects for which the Municipality has maintenance responsibility, until such time as the IMPROVEMENTS are restored to the level and condition of maintenance required by this Agreement. Also, if the Municipality has not met its maintenance obligations under this Agreement to the satisfaction of the Commissioner or his representative and the Federal Highway Administration, the Commissioner shall so notify the Municipality of its failure to meet its obligations under this Agreement by written notice which shall state the entire cost of the IMPROVEMENT, and the Federal and State funds listed as expended for the IMPROVEMENT covered by this Agreement within thirty (30) days of the date of such written notice.

Article VIII. The Municipality specifically agrees, as required by State Finance Law, Section 138, that it is prohibited by law from assigning, transferring, conveying, subletting or otherwise disposing of the agreement or its right title or interest therein, or its power to execute such agreement, to any other person, company or corporation, without the previous consent in writing of the Commissioner, except as such consent is provided for Article IV of this Agreement.

Article IX. The Village Administrator of the Municipality shall execute this agreement by an authorizing resolution from the legislative body of the municipality, with a copy of such authorization resolution to the attached to and made a part of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the State acting by and through the Commissioner, who has caused the seal of the Department of Transportation be affixed hereto, and the Municipality has caused this Agreement to be executed by its duly authorized officer and has hereunto affixed its seal on the day and year first above written.

Recommended by: _____ THE PEOPLE OF THE STATE OF NEW YORK (L.S.)

CONTRACTS BUREAU By _____
Commissioner of Transportation

Approved as to Form

Date _____ (L.S.)
Attorney General (Affix Seal)

By _____
Village Administrator, Village of Tarrytown

STATE OF NEW YORK

SS. :

COUNTY OF _____

On the _____ day of _____ in the year of 20____
before me personally came _____ to me known, who, being by me
duly sworn did depose and say that he resides in _____ New York; and
that he is the _____ of the _____, the
municipal corporation describe in and which executed the above instrument; that he knows the seal of
said municipal corporation; that the seal affixed to said instrument is such corporate seal; that it was so
affixed by order of the governing board of said municipal corporation pursuant to a resolution which
was dully adopted on _____, 20____; a certified copy of such resolution
being attached hereto ad made a part of hereof; and that he signed his name thereto by like order.

Notary Public

SCHEDULE A

Project No.
8823.48

Name of TOPICS
Traffic Signal Upgrades

Description of TOPICS
Lower Hudson Transit Link

TS	Location	Owner / Maintainer	Cabinet Upgrade	Controller Upgrade	Ramps Upgrade	Ped Heads	Push Button	Overheads Upgrade
TS_088	Cortland St. and Main St.	Village of Tarrytown	Yes	Yes	No	No	No	No
TS_089	Wilkey St. and Cortlandt/Division	Village of Tarrytown	Yes	Yes	Yes	Yes	Yes	Yes
TS_090	Wilkey St. and Central Ave.	Village of Tarrytown	Yes	Yes	Yes	Yes	Yes	Yes
TS_098	Central Ave. and Washington St.	Village of Tarrytown	Yes	Yes	No	No	No	No

Project No.
8823.48

Name of TOPICS
Intersection Improvements

Description of TOPICS
Lower Hudson Transit Link

Location	Description
Wilkey St. and Central Ave.	Pedestrian ramps with detectable warning panels, new poles for ped heads, new "Wait for Green Light" sign, pavement markings such as crosswalks, stop bars.

STATE ENVIRONMENTAL QUALITY REVIEW ACT – ENVIRONMENTAL COMPLIANCE

Amended 5/3/2017

The WXY team will be responsible for two tasks related to New York's State Environmental Quality Review Act (SEQRA).

1. Technical Memorandum

With the completion of the comprehensive plan and land use recommendations, the WXY team will prepare a detailed memorandum assessing the type of environmental compliance required for adoption of the comprehensive plan under SEQRA, including the pros and cons, anticipated administrative costs, and the production timeframe associated with each approach.

2. Environmental Assessment Form (EAF)

Typically, comprehensive plans in New York State constitute a Type 1 action that requires completion of the long version of the Environmental Assessment Form (EAF). The project team has budgeted for the production of the EAF under Task 4.6 in the Cost Proposal (Exhibit A).

The completion of the long form EAF includes a broad assessment of the proposed action on a range of environmental factors including land, energy, and transportation.

If the EAF analysis reveals a significant adverse impact on one of the environmental factors, then SEQRA requires the locality to prepare a full Environmental Impact Statement (EIS). The production of a full EIS is excluded from this contract.

SEQRA & Adoption for the Zoning Guidelines

Environmental review and adoption of the proposed zoning is excluded from this contract. Subsequent to the completion of the comprehensive plan and zoning guidelines project outlined in the Project Understanding (Exhibit A), the Village would then undertake a separate process, potentially in coordination with a private developer, to evaluate the environmental impacts of a proposed zoning and development proposal.



Metropolitan Transportation Authority

State of New York

RECEIVED

JUN 7 2017

**TARRYTOWN VILLAGE
ADMINISTRATOR**

BY UPS OVERNIGHT MAIL

TRACKING NUMBER: 1Z 150 872 22 1030 097 7

June 6, 2017

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

Attention: Richard Slingerland, Village Manager

Re: Agreement of Lease dated January 1st, 1978, between Metropolitan Transportation Authority (the "MTA"), as landlord, and the Village of Tarrytown (the "Village"), as tenant, for Commuter Parking Facilities at Tarrytown Station, Hudson Line and designated as MNR Account No. t0000962 (as the same may have been heretofore amended, the "Parking Agreement")

Dear Mr. Slingerland,

Earlier this year Governor Andrew M. Cuomo announced the launch of the Metro-North Commuter Railroad Company ("Metro-North") Car Sharing Program initiative to expand travel options for commuters in and to the Hudson Valley and boost tourism in New York State (the "Car Sharing Program"). As part of the Car Sharing Program's implementation, Metro-North has entered into a license agreement with Zipcar, Inc. ("Zipcar"), dated as of December 7, 2016 (as the same may be amended from time to time, the "Zipcar License Agreement"), pursuant to which MTA and Metro-North have agreed to license dedicated parking spaces in the parking facilities at certain Metro-North owned or leased railroad stations in the Hudson Valley to Zipcar to be used in connection with Zipcar's operation of vehicle sharing services at each such station.

The Car Sharing Program under the Zipcar License Agreement was implemented on February 24, 2017, and currently operates at nine Metro-North stations in the Hudson Valley which were designated as Phase 1 locations. Metro-North's Tarrytown Station (the "Tarrytown Station") has been designated as a conditional licensed location to be implemented as part of Phase 2 under the Zipcar License Agreement, upon exercise by Zipcar of its option to expand its vehicle sharing services to the Tarrytown Station, satisfaction by Zipcar of certain conditions to such expansion and the approval or consent of the Village as the lessee/operator under the Parking Agreement to the dedication of up to two (2) parking spaces at the Tarrytown Station for the exclusive use of the car sharing service provider.

The Village has informed MTA and Metro-North that it desires to participate in the Car Sharing Program by permitting the expansion of the Car Sharing Program to the Tarrytown Station. In order to do so, the Village, MTA and Metro-North are entering into this letter agreement to memorialize their understandings with respect to the Parking Agreement and the

The agencies of the MTA

MTA New York City Transit
MTA Long Island Rail Road

MTA Metro-North Railroad
MTA Bridges and Tunnels

MTA Capital Construction
MTA Bus Company

implementation of the Car Sharing Program at the Tarrytown Station.

Accordingly, MTA, Metro-North and the Village hereby agree that the Parking Agreement is hereby amended to reserve unto MTA and Metro-North the right to lease, license or grant to Zipcar, or to such other vendor or licensee with whom MTA and Metro-North may contract hereafter to provide vehicle sharing services under the Car Sharing Program (A) the right to use and occupy on a 24 hour/7 day per week exclusive basis up to two (2) dedicated parking spaces at the Tarrytown Station located in the parking spaces shown on Exhibit A attached hereto and made a part hereof (the "Dedicated Spaces"), on such terms and conditions as MTA and Metro-North may determine, provided that such terms and conditions shall include a requirement that Zipcar purchase from the Village, as long as the Parking Agreement remains in effect, a 24-hour parking permit for each such Dedicated Space and further require Zipcar and its customers using the Dedicated Spaces to observe all posted rules, regulations and signs of the parking facilities leased to the Village under the Parking Agreement and also the directions of the Village (in its capacity as the operator/lessee of such parking facilities at the Tarrytown Station), (B) the right to install and maintain sign posts and signage, all as shown on Exhibit B attached hereto and made a part hereof (the "Zipcar Improvements"), in the area located adjacent to the Dedicated Spaces and (C) a nonexclusive, revocable license for pedestrian and vehicular ingress and egress associated with the Car Sharing Program across the demised premises (as such term is described in the Parking Agreement) (collectively, the "Car Sharing License").

Metro-North will coordinate with Zipcar and the Village, with respect to timing and other implementation matters for when the expansion of the Car Sharing Program to the Tarrytown Station will occur and when Zipcar intends to commence installation of the Zipcar Improvements and Metro-North and the Village agree to reasonably cooperate with each other to facilitate the implementation of the Car Sharing Program at the Tarrytown Station.

MTA and Metro-North shall have the right to terminate or suspend the Car Sharing Program at the Tarrytown Station, in their sole discretion, for any or no reason, and in such event shall notify the Village that it no longer requires the Dedicated Spaces, until such time, if ever, as MTA and Metro-North are able to reinstate a Car Sharing Program at the Tarrytown Station.

The Dedicated Spaces will continue to be a part of the demised premises, will be maintained and operated by the Village in the same manner as it maintains and operates all other parking spaces and the parking facilities at the Tarrytown Station under the Parking Agreement, but will permit Zipcar and its customers to have access to and park its vehicles in the Dedicated Spaces on a 24 hour, 7 day per week basis. In furtherance of the forgoing, the Village agrees to enforce parking restrictions with respect to the Dedicated Spaces limiting the use thereof to Zipcar and its customers in the same manner as it enforces parking restrictions in no-parking, handicap parking, taxi parking and other restricted areas within the demised premises, so that the Dedicated Spaces may be available at all times during the Parking Agreement term for the exclusive parking of vehicles in Zipcar's car sharing fleet.

The Village agrees to sell to Zipcar an annual, 24-hour parking permit for each Dedicated Space at the non-resident parking permit price pro-rated for the extended 24-hour period, and include the actual proceeds received therefrom in the calculation of gross receipts payable to MTA under the Parking Agreement. In the event that Zipcar fails to purchase the required parking permits in a timely manner, in addition to any notice that the Village would customarily

provide to a permit-holder, which it shall send to Zipcar, the Village shall also promptly notify Metro-North of such nonpayment. The Village acknowledges that it will not have any right to participate in any revenues payable to or received by MTA and/or Metro-North as part of the Car Sharing Program at the Tarrytown Station or otherwise, other than proceeds from the sale of any parking permit as herein contemplated.

Nothing in this letter agreement is intended or shall be construed to extend the current term of the Parking Agreement which continues on a month-to-month basis terminable by either party on one calendar month's written notice. In the event that the Parking Agreement expires or otherwise terminates prior to the termination of the Car Sharing License, the Village will not be obligated to remove the Zipcar Improvements and the same will remain in the Dedicated Spaces and/or the demised premises, as applicable.

All references in this letter agreement to "Zipcar" are intended and shall be deemed to include any successor licensee or vendor with whom MTA and/or Metro-North hereafter may contract to provide vehicle sharing services as part of the Car Sharing Program. Except as expressly set forth herein, the Parking Agreement remains unmodified and in full force and effect.

If the foregoing accurately reflects our understandings, please countersign this letter agreement in duplicate and forward the original to the attention of Mr. Paul Fitzpatrick of the MTA Real Estate Department Leasing & Acquisitions Group at the above address. Additionally, if you will not be the Village representative handling the implementation of the Car Sharing Program at the Tarrytown Station going forward, please provide us with the name and the contact information for that representative. Mr. Fitzpatrick will be the point of contact for the MTA Real Estate Department Leasing & Acquisitions Group. You may reach Mr. Fitzpatrick at (212) 878-4654 or via email at pfitzpat@mtahq.org.

Very truly yours,

METROPOLITAN TRANSPORTATION AUTHORITY
METRO-NORTH COMMUTER RAILROAD COMPANY

By: _____

Jeffrey B. Rosen
MTA Director, Real Estate

ACCEPTED AND AGREED TO THIS ____ DAY OF _____, 2017:
VILLAGE OF TARRYTOWN

By: _____
Name: _____
Title: _____

Cc:
N. Mastropietro, MTA Real Estate
S. Brusca, Metro-North
M. Mannix, Metro-North
T. McCauley, Metro-North
J. Naclerio, Metro-North
P. Petillo, Metro-North
M. Davis-Allison, MTA Legal
File



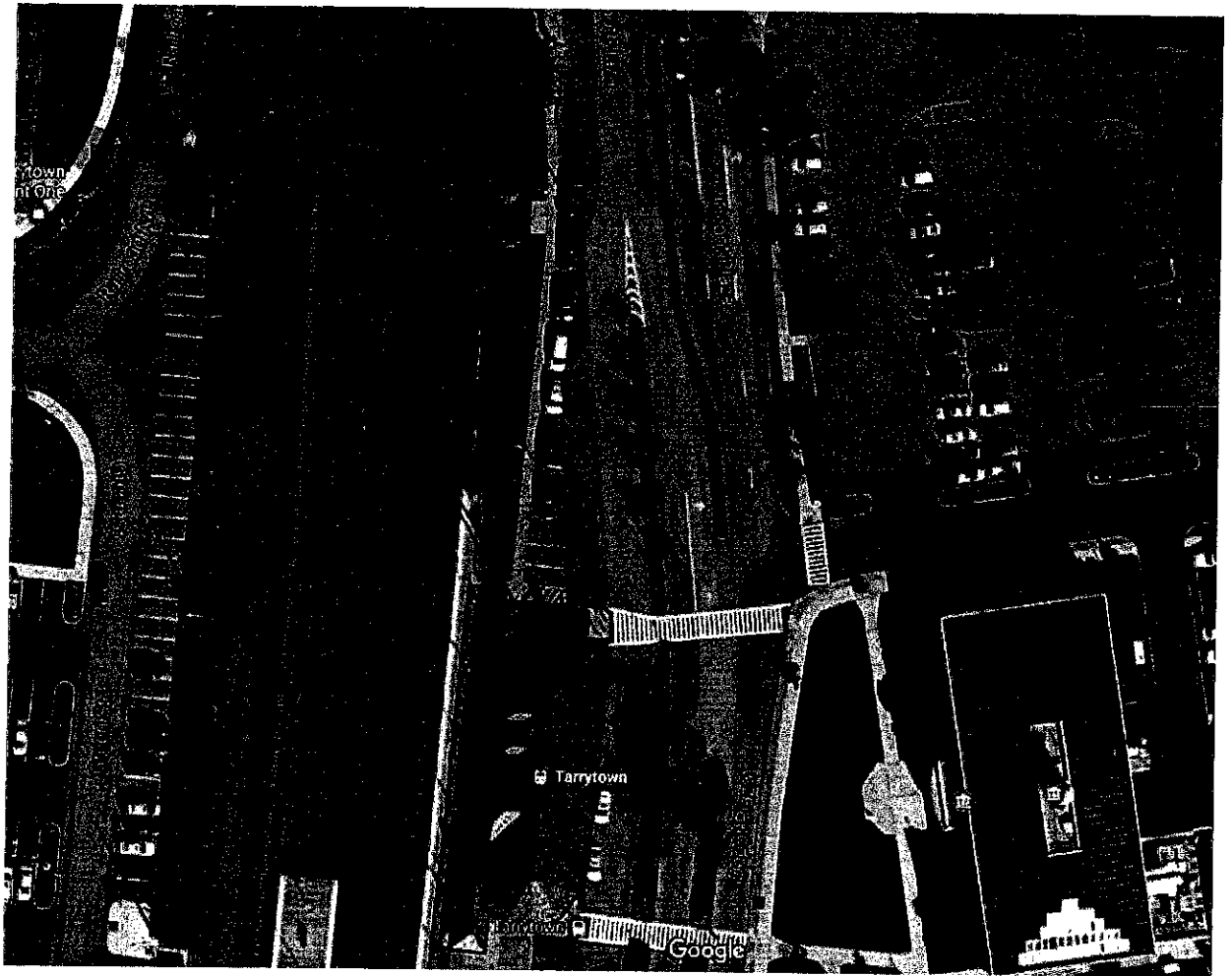
Metropolitan Transportation Authority

State of New York

Exhibit A

Location of Dedicated Spaces

The Dedicated Spaces are the 3rd and 4th spaces from the Tarrytown Station building as shown on the aerial photographs below.

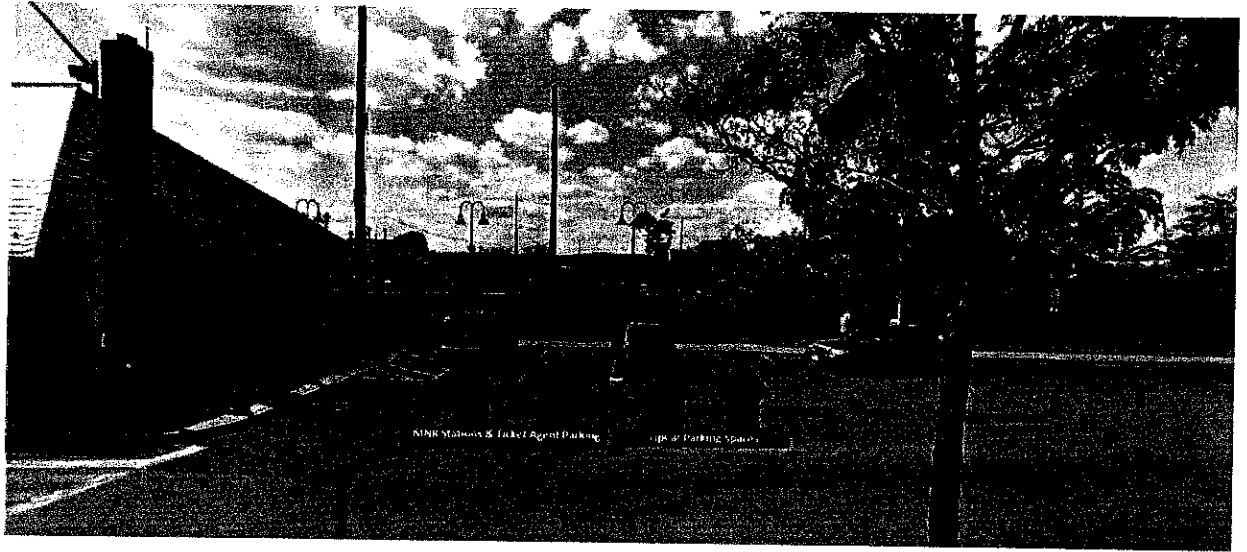


The agencies of the MTA

MTA New York City Transit
MTA Long Island Rail Road

MTA Metro-North Railroad
MTA Bridges and Tunnels

MTA Capital Construction
MTA Bus Company



2 Broadway
New York, NY 10004
212 878-7000 Tel



Metropolitan Transportation Authority

State of New York

Exhibit B

Approved Signage Plans

[Attached]

The agencies of the MTA

MTA New York City Transit
MTA Long Island Rail Road

MTA Metro-North Railroad
MTA Bridges and Tunnels

MTA Capital Construction
MTA Bus Company

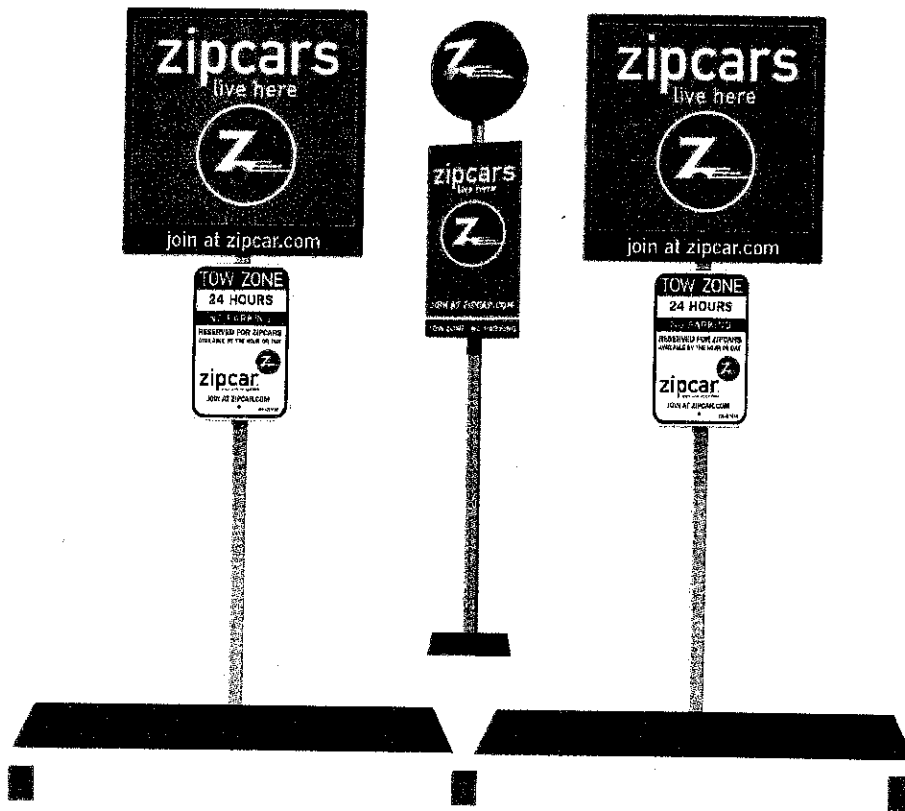
EXHIBIT B
APPROVED PLANS AND SIGNAGE



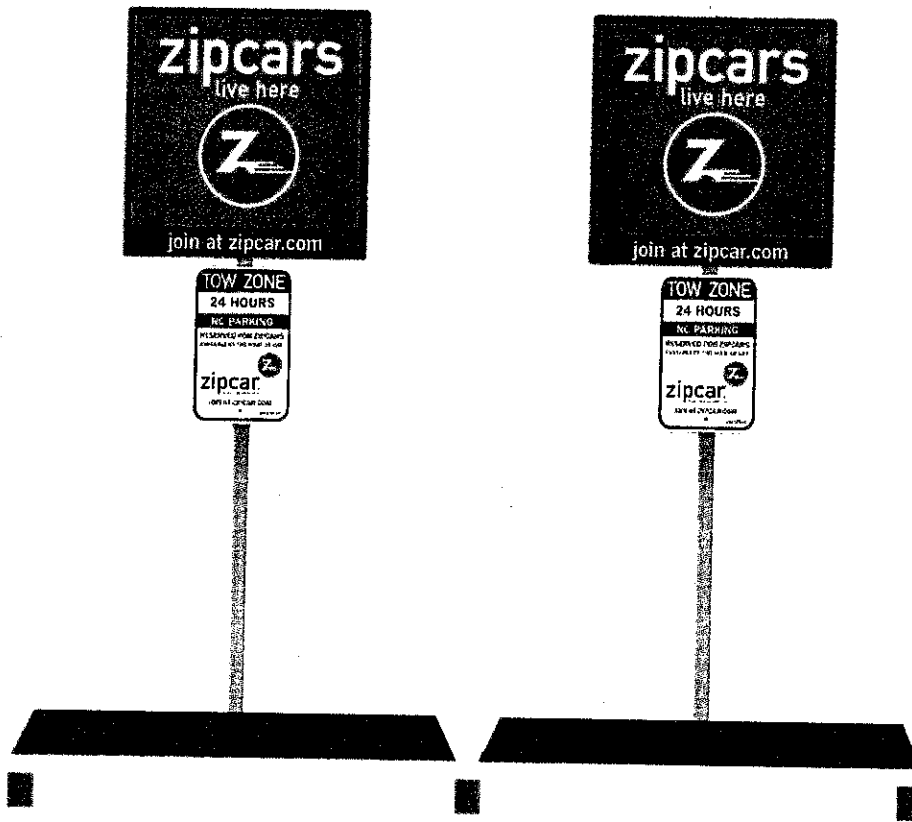
zipcar[®]

//NYC POD SIGNAGE

7/22/2015



//OPTION 1 2 parking spaces with 1 globe



//OPTION 2 2 parking spaces with no globe

//SPECIFICATIONS

EXHIBIT B (cont.)

ELEMENTS

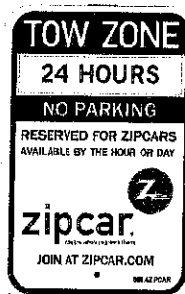
24x24 inch - zipcars live here signs



48x48 inch - zipcar symbol stencil



18x12 inch - tow signs



tbd - light up globe signage



COLORS

- zipcar green// PMS 369
- grey// PMS 425
- yellow// PMS 109

EXHIBIT B (cont.)

