



WESTCHESTER COUNTY CLERK

Timothy C. Idoni
County Clerk

March 4, 2013

Mr. Michael Blau, Village Administrator
Village of Tarrytown
1 Depot Plaza
Tarrytown, New York 10591

RECEIVED

MAR _8 2013

**TARRYTOWN VILLAGE
ADMINISTRATOR**

RE: Small Claims Assessment Review Petition Filing
Westchester County Clerk as Clerk of the Supreme Court

Dear Mr. Blau:

The dramatic rise in the number of Small Claims Assessment Review (SCAR) petitions filed in this office is having a major impact on all municipal governments. While slightly lower than the historic highs of 2011, the total of 9,068 petitions filed in 2012 was still ten times higher than the number filed in 2006. Your assessment rolls and our operational capabilities have been severely tested by the continued surge in filings.

In an effort to address our increased workload, the County Clerk's Office began accepting electronically filed SCAR petitions via the New York State Courts Electronic Filing (NYSCEF) System on March 1, 2011. In 2011 almost half of our filings were received electronically and almost all of our 2012 petitions were filed via that electronic system.

When filing via the NYSCEF system became available, we had inquiries from some of our new filers as to whether we would allow the same bulk upload procedure that is currently available in Nassau county. This system allows filers to upload all of the data associated with a petition which can then be pulled into the petition template in lieu of an actual signed petition. A number of municipalities signed up last year to be part of the program and it has proven to be a great enhancement to productivity and efficiency. I am writing to ask if the Village of Tarrytown would be interested in participating in the bulk filing program.

The program proceeds, in general terms, as follows:

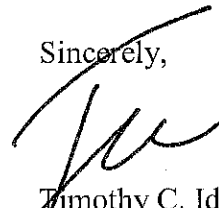
- The Village of Tarrytown would sign the enclosed form stipulation indicating that the village will not object to the validity of commencement of any SCAR action commenced

via the NYSCEF bulk filing system, which accepts all of the data associated with a petition in lieu of a physically signed petition.

- A filer wishing to use the NYSCEF bulk filing option would need to sign the stipulation before participating in the program.
- A filer wishing to commence using the bulk filing program would be required to transmit the data for every field in the SCAR petition.
- A filer participating in the program would still be required to serve the municipality in hard copy.
- At the end of the filing period, all of the data provided by the filer would be transmitted to the municipality if requested.

I hope that the Village of Tarrytown will sign and return the enclosed stipulation. Should you wish to contact me directly with any questions or concerns, I can be reached at (914) 995-3081 or tc12@westchestergov.com Thank you very much for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy C. Idoni', written over the printed name.

Timothy C. Idoni
Westchester County Clerk

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
In the Matter of

TAXPAYERS WHO FILE SMALL CLAIMS
ASSESSMENT REVIEW (SCAR) PETITIONS
BY ELECTRONIC MEANS,

**STIPULATION
CONSENTING TO
ELECTRONIC FILING**

Petitioners,

-against-

**2013 SMALL CLAIMS
ASSESSMENT REVIEW
FILINGS**

THE VILLAGE OF TARRYTOWN,

Respondents.
-----X

WHEREAS the Chief Administrator of the courts has established a program in which documents may be filed with the Supreme Court electronically through the New York State Courts Electronic Filing System ("NYSCEF") pursuant to Part 202 of the Uniform Rules for the Supreme and County Courts ("Uniform Rules"); and

WHEREAS the undersigned attorneys/filing agents for the respective parties desire to facilitate implementation of New York State E-Filing in as many small claims assessment review (hereinafter "SCAR") proceedings as may be commenced within the statutory deadline for the 2013 final assessment roll; and

WHEREAS "petitioners" shall mean "petitioners or petitioners' representatives" and "respondents" shall mean the Boards of Assessment Review of/and the Village of Tarrytown or their representatives and "respondents or respondents' representatives" wherever used in this stipulation; and

WHEREAS the Office of Court Administration has agreed to transmit a data file upon request in conformity with the parties' or their representatives' needs that encompasses all electronically filed SCAR petitions:

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, that:

(1). Petitioners and respondents consent to electronic filing for the commencement of all SCAR proceedings commenced within or before the statutory deadline for the 2013 final assessment roll and for the electronic filing of all subsequent documents in said proceedings.

Commencement shall be deemed to have occurred when the Court's Receipt of Filing and Payment for Small Claims Assessment Review Cases, which must include the SCAR numbers, in substantially the same form annexed hereto as Exhibit "A" ("Court Receipt"), is delivered to petitioners. Petitioners shall file their petitions and pay the filing fee for each such petition on or before the statutory deadline. Petitioners shall retain the Court Receipt and provide a copy to respondents upon request.

(2). Proper service of the electronically filed petitions pursuant to Rule 202.5-b(f)(1) of the Uniform Rules shall be effected upon all the undersigned respondents by delivery of a hard copy version of the electronic petition in the form specified in Paragraph 3 hereof in the manner prescribed by the CPLR or the RPTL.

(3). As between the undersigned consenting petitioners and respondents, the electronic version of the petition created in NYSCEF from data submitted by the petitioners shall constitute the petition and shall be deemed signed by the petitioners, provided that, prior to filing, the petition is signed in hard copy form and the electronic record of the petition bears the word "Signed" on all required signature lines. The petition in hard-copy form shall be signed in Part V by the owner or representative and either signed in Part IV (regarding designation of representative) by the owner or contain in Part IV an indication that said designation is on file with the representative. Petitioners shall serve upon respondents a copy of each petition in hard copy form signed as required above. Petitioners shall retain the original hard copy petitions, signed as required above, and all original associated designations until the conclusion of all proceedings, including Article 78 review and any appeals, and shall provide copies to any party upon request.

(4). To the extent that petitioners utilize the template of the electronic filing system for their petitions, annexed hereto as Exhibit "B", petitioners agree that the original petitions retained by their counsel/filing agent as required by Paragraph (3) hereof and the hard copy served upon the undersigned respondents shall be in substantially the same form as Exhibit "B." Further, petitioners agree that all data elements in the template and the hard copy shall be identical, except that, as provided in Paragraph (3), the electronic version of the petition need not be signed.

(5). As to proceedings commenced electronically in accordance with this Stipulation, the undersigned respondents waive only those defenses regarding the validity of commencement by electronic filing and may assert any and all substantive defenses regarding the petition and the proceeding.

(6). This stipulation is valid for SCAR proceedings commenced against the Village of Tarrytown in Westchester County for the 2013 final assessment roll.

Dated: _____, 2013

_____, New York

Petitioner/Counsel/Filing Agent

Respondent(s)

Mailing Address

Mailing Address

Telephone Number

Telephone Number

Fax Number

Fax Number

E-mail Address

E-mail Address

NYSCEF User ID

PRELIMINARY COST ESTIMATE
Broadway in Sleepy Hollow and Tarrytown
Broadway in Sleepy Hollow
December 19, 2012

	1	2	3	4	5	6	7	8	9	10
		*	**		3 - 4				1 x 7	4 x 8
Item Description	Westchester County Unit Quantities	Westchester County Unit Quantities	Hahn Unit Quantities	Hahn Proposed Quantities	Proposed Quantities Reduction	Units	Westchester County Unit Price	Hahn Unit Price	Westchester County Estimate	Hahn Quantities Estimate
Site Preparation and Removals										
Site Preparation	LS	LS	LS	LS		LS			\$20,000.00	\$20,000.00
Striping	LS	LS	LS	LS		LS			\$10,000.00	\$10,000.00
Maintenance and Protection of Traffic	LS	LS	LS	LS		LS			\$150,000.00	\$140,000.00
							Subtotal		\$180,000.00	\$170,000.00
Pavements and Curbing										
5" Concrete Sidewalk	9,677	10,354	9,846	9,846	0	SF	\$8.50	\$8.40	\$82,254.50	\$82,706.40
7" Concrete Sidewalk	2,165	2,317	2,158	2,158	0	SF	\$9.50	\$10.40	\$20,567.50	\$22,443.20
Decorative Band	0	0	0	0	0	SF	\$20.00	\$20.00	\$0.00	\$0.00
Granite Curb	425	455	425	0	425	LF	\$45.00	\$43.00	\$19,125.00	\$0.00
Concrete Curb	1,197	1,281	1,430	1,855	-425	LF	\$32.00	\$29.00	\$38,304.00	\$53,795.00
Cobble Curb	10	11	11	11	0	LF	\$18.00	\$17.50	\$180.00	\$192.50
Truncated Domes	246	263	223	223	0	SF	\$25.00	\$26.85	\$6,150.00	\$5,987.55
							Subtotal		\$166,581.00	\$165,124.65
Site Furniture										
Benches	0	0	3	0	3	Each	\$1,200.00	\$1,600.00	\$0.00	\$0.00
Trash Receptacles	5	5	7	5	2	Each	\$1,500.00	\$1,150.00	\$7,500.00	\$5,750.00
							Subtotal		\$7,500.00	\$5,750.00
Site Lighting										
Pedestrian Poles	22	22	22	7	15	Each	\$9,000.00	\$8,000.00	\$198,000.00	\$56,000.00
New Vehicular Lightpole Assembly	1	1	1	3	-2	Each	\$7,000.00	\$7,000.00	\$7,000.00	\$21,000.00
New Cobrahead Bracket and Fixture	9	9	7	9	-2	Each	\$4,000.00	\$4,000.00	\$36,000.00	\$36,000.00
							Subtotal		\$241,000.00	\$113,000.00
Planting										
Lawn	335	358	355	355	0	SY	\$3.00	\$2.00	\$1,005.00	\$710.00
Trees	19	19	19	9	10	Each	\$2,000.00	\$1,000.00	\$38,000.00	\$9,000.00
Tree Grates	7	7	9	4	5	Each	\$1,500.00	\$1,500.00	\$10,500.00	\$6,000.00
							Subtotal		\$49,505.00	\$15,710.00
Drainage										
Refurbish Catch Basins	7	7	7	7	0	Each	\$1,000.00	\$1,000.00	\$7,000.00	\$7,000.00
							Subtotal		\$7,000.00	\$7,000.00
Signage										
Replace Existing Signs	15	15	15	15	0	Each	\$200.00	\$200.00	\$3,000.00	\$3,000.00
Reset Existing Signs	10	10	10	10	0	Each	\$90.00	\$90.00	\$900.00	\$900.00
New Wayfinding Signs	10	10	10	10	0	Each	\$400.00	\$400.00	\$4,000.00	\$4,000.00
New Sign Posts	35	35	35	35	0	Each	\$125.00	\$125.00	\$4,375.00	\$4,375.00
Reset Existing Parking Meters	20	20	20	20	0	Each	\$200.00	\$200.00	\$4,000.00	\$4,000.00
							Subtotal		\$16,275.00	\$16,275.00
* Scoping Budget Quantities for information only										
** Hahn Engineering check of Westchester C.O. quantities										
Subtotal									\$667,861.00	\$492,859.65
20% Contingency									\$133,572.20	\$98,571.93
Total									\$801,433.20	\$591,431.58

PRELIMINARY COST ESTIMATE
Broadway in Sleepy Hollow and Tarrytown
Broadway in Tarrytown
December 19, 2012

		1	2	3	4	5	6	7	8	9	10
			*	**		3-4				1 x 7	4 x 8
Item	Description	Westchester County Unit Quantities	Westchester County Unit Quantities	Hahn Unit Quantities	Hahn Proposed Quantities	Proposed Quantities Reduction	Units	Westchester County Unit Price	Hahn Unit Price	Westchester County Estimate	Hahn Quantities Estimate
Site Preparation and Removals											
	Site Preparation	LS	LS	LS	LS		LS			\$5,000.00	\$5,000.00
	Stripping	LS	LS	LS	LS		LS			\$2,000.00	\$2,000.00
	Maintenance and Protection of Traffic	LS	LS	LS	LS		LS			\$75,000.00	\$75,000.00
								Subtotal		\$82,000.00	\$82,000.00
Pavements and Curbing											
	5" Concrete Sidewalk	6,246	6,683	4,222	4,222	0	SF	\$8.50	\$8.40	\$53,091.00	\$53,484.80
	7" Concrete Sidewalk	983	1,052	659	659	0	SF	\$9.50	\$10.40	\$9,338.50	\$6,853.60
	Decorative Band	250	268	242	252	-10	SF	\$20.00	\$20.00	\$5,000.00	\$5,040.00
	Granite Curb	215	230	224	224	0	LF	\$45.00	\$43.00	\$9,675.00	\$9,652.00
	Concrete Curb	964	1,031	959	959	0	LF	\$32.00	\$29.00	\$30,848.00	\$27,811.00
	Cobble Curb	0	0	0	0	0	LF	\$18.00	\$17.50	\$0.00	\$0.00
	Truncated Domes	93	100	73	73	0	SF	\$25.00	\$26.85	\$2,325.00	\$1,960.65
							Subtotal		\$110,277.50		\$86,761.45
Site Furniture											
	Benches	1	1	0	0	0	Each	\$1,200.00	\$1,600.00	\$1,200.00	\$0.00
	Trash Receptacles	5	5	4	2	2	Each	\$1,500.00	\$1,150.00	\$7,500.00	\$2,300.00
							Subtotal		\$8,700.00		
Site Lighting											
	Pedestrian Poles	10	10	10	6	4	Each	\$9,000.00	\$8,000.00	\$90,000.00	\$48,000.00
	New Vehicular Lightpole Assembly	1	1	1	2	-1	Each	\$7,000.00	\$7,000.00	\$7,000.00	\$14,000.00
	New Cobrahead Bracket and Fixture	2	2	2	1	1	Each	\$4,000.00	\$4,000.00	\$8,000.00	\$4,000.00
							Subtotal		\$105,000.00		\$66,000.00
Planting											
	Lawn	219	234	220	220	0	SY	\$3.00	\$2.00	\$657.00	\$440.00
	Trees	23	23	23	13	10	Each	\$2,000.00	\$1,000.00	\$46,000.00	\$13,000.00
	Tree Grates	3	3	3	2	1	Each	\$2,000.00	\$1,500.00	\$6,000.00	\$3,000.00
							Subtotal		\$52,657.00		\$16,440.00
Drainage											
	Refurbish Catch Basins	4	4	4	4	0	Each	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00
							Subtotal		\$4,000.00		\$4,000.00
Signage											
	Replace Existing Signs	10	10	10	10	0	Each	\$200.00	\$200.00	\$2,000.00	\$2,000.00
	Reset Existing Signs	5	5	5	5	0	Each	\$90.00	\$90.00	\$450.00	\$450.00
	New Wayfinding Signs	8	8	8	8	0	Each	\$400.00	\$400.00	\$3,200.00	\$3,200.00
	New Sign Posts	23	23	23	23	0	Each	\$125.00	\$125.00	\$2,875.00	\$2,875.00
	Reset Existing Parking Meters	10	10	10	10	0	Each	\$200.00	\$200.00	\$2,000.00	\$2,000.00
							Subtotal		\$10,525.00		\$10,525.00
* Scoping Budget Quantities for information only											
** Hahn Engineering check of Westchester C.O. quantities											
									Subtotal	\$373,159.50	\$268,026.45
									20% Contingency	\$74,631.90	\$55,603.29
									Total	\$447,791.40	\$321,631.74
											\$23,106.52
Total for both communities											\$1,240,224.00

Missing valve adjustment

P: Village of Sleepy Hollow; Route 9 Sidewalk Project; Cost Estimate; schematic estimate; revised.xls

Route 9 Streetscape Project
Estimate of Soft Costs
March 2013

Detailed survey and topo - Badey & Watson		18,794.50
Preliminary Design		
Hahn Engineering	8/3/2010	1,015.00
Hahn Engineering	June-10	3,096.25
Hahn Engineering	August-10	97.50
Hahn Engineering	September-10	1,000.00
Hahn Engineering	October-10	807.50
Hahn Engineering	November-10	600.00
Hahn Engineering	December-10	1,031.25
Hahn Engineering	January-11	871.88
Hahn Engineering	February-11	825.00
Hahn Engineering	July-12	337.50
Cost of public meeting		
Noticing the meeting		89.90
Taker of minutes		250.00
Hahn Engineering proposal for Design		60,000.00
Construction Administration @ 10%		91,597.80
Grant Administration		2,000.00
CDBG Application		1,600.00
Insurance (see paragraph 5 of IMA)		???
Total excluding insurance		<u>\$184,014.08</u>

**Intermunicipal Agreement By and Between
The Villages of Sleepy Hollow and Tarrytown for the
Route 9 (Broadway) Beautification Project**

THIS INTERMUNICIPAL AGREEMENT, made the 12th day of ~~April~~^{May}, 2009 by and between THE VILLAGE OF SLEEPY HOLLOW, a municipal corporation of the State of New York, having an office and place of business at 28 Beekman Avenue, Sleepy Hollow, New York 10591 (hereinafter referred to as "Sleepy Hollow") and THE VILLAGE OF TARRYTOWN, a municipal corporation of the State of New York, having an office and place of business at One Depot Plaza, Tarrytown, New York 10591 (hereinafter referred to as "Tarrytown").

W I T N E S S E T H :

WHEREAS, Sleepy Hollow prepared and submitted an application to the New York State Department of Transportation under the Transportation Enhancement Program for funding to assist with the beautification of a section of Broadway which traverses Sleepy Hollow and Tarrytown; and

WHEREAS, Tarrytown submitted a support letter joining with Sleepy Hollow in said application; and

WHEREAS, on November 1, 2006 Sleepy Hollow received a notice of award from the New York State Department of Transportation for the Route 9 beautification project; and

WHEREAS, said project award will provide a grant of \$732,000.00 out of a total projected cost of \$915,000 to undertake the fabrication and installation of historic signage and related streetscape beautification improvements; and

WHEREAS, the Village Administrators of Sleepy Hollow and Tarrytown have met with Westchester County Design Staff in the Planning Department to request design assistance and to obtain preliminary input into the potential for the provision of funding through the Community Development Block Grant "CDBG" Program to assist with the non-TEP grant portion of the project; and

WHEREAS, an Intermunicipal Agreement is necessary between Sleepy Hollow and Tarrytown to define certain tasks and financial responsibilities in order to implement said beautification grant.

NOW, THEREFORE, BE IT RESOLVED that Sleepy Hollow and Tarrytown agree on the following distribution of labor and financial responsibility:

1. Survey Services. Sleepy Hollow will solicit survey services to produce a survey for the Route 9 corridor which is the subject of planned streetscape improvements. Said solicitation shall comply with Federal grant requirements. In addition, Sleepy Hollow shall be responsible to contract for said survey services. All information required for the solicitation and contracting of said services shall be provided to Tarrytown. Cost sharing for these services is as defined below.
2. Grant Administration. Sleepy Hollow will be responsible for administering the Transportation Enhancement Program "TEP" grant including the preparation of a development plan. Sleepy Hollow's Director of Grants will undertake this work and provide written documentation to Sleepy Hollow and Tarrytown regarding the costs of that work to be divided pursuant to the cost sharing agreement below.

3. CDBG Application. Sleepy Hollow shall be responsible, in consultation with Tarrytown for the preparation of a complete CDBG application to be submitted for the FY 2009 funding round due February 2008. Cost sharing for this service is as noted below.
4. Engineering. Sleepy Hollow will be responsible for contracting for certain engineering services in support of design services to be provided by the County of Westchester Planning Department. Sleepy Hollow shall solicit proposals from qualified engineers as is required by the Federal TEP and CDBG programs. Said engineering services shall include the preparation of bid documents including general and specific specifications for the work to be performed; interfacing with the New York State Department of Transportation to obtain necessary permits and approvals; solicitation of qualified bidders to undertake said work; review, report and recommendation on the bids once received; oversight of construction work in compliance with prevailing wage requirements as well as other Federal bid and performance requirements; evaluation and review of contractor payment requests. All reports and review documents and monthly updates are to be provided to both Sleepy Hollow and Tarrytown for their review and approval before payment is authorized.
5. Insurance. The parties hereto shall procure and maintain insurance coverage as specified in Exhibit "A" attached hereto and made a part hereof. Notwithstanding the preceding sentence, the parties may provide proof of self-insurance in lieu of insurance policies. In addition to, and not in limitation of the insurance requirements set forth in Exhibit "A", the parties agree:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence or willful misconduct of one of the parties, their elected officials, officers, employees and agents, the parties shall indemnify and hold harmless each other, their elected officials, officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the maintenance, operation, security and/or repair of the Premises and this Agreement and of the acts or omissions hereunder by the Parties or third parties under the direction or control of the Parties; 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 maintenance, operation, security and/or or repair of the Premises and this Agreement and to bear all other costs and expenses related thereto, except for any claims, demands or causes of action arising from the negligence or willful misconduct of one of the parties, their elected officials, officers, employees and agents.

6. Cost Sharing. Jointly, the contracted engineer and County Design Staff will provide a cost estimate for the streetscape improvements and a separate cost estimate for the signage improvements divided proportionately between the two Villages. The cost estimates will be split based upon the work to be performed in Tarrytown and the work to be performed in Sleepy Hollow, generating a percentage of costs for the streetscape and for the signage projects. That percentage will be applied to all hard and soft costs pursuant to this Agreement.

9. Enforceability.

This Agreement shall not be enforceable until signed by both parties.

10. Separability.

In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

11. Availability of Funding.

This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the parties beyond the amount of such appropriated fund.

12. Covenants.

All covenants, stipulations, promises, agreements and obligations of the Parties contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Parties and not of any member, officer or employee of the Parties in his individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Parties or any natural person executing this Agreement.

13. No Waiver of Requirements of Agreement

Failure of any party to insist upon strict performance of any term, condition or covenant of this Agreement shall not be deemed to constitute a waiver or

relinquishment of such term, condition or covenant for the future right to insist upon and to enforce by injunction or by other legal or appropriate remedy strict compliance by any other party with such term, condition or covenant.

Village of Sleepy Hollow

By: 

Village of Tarrytown

By: 

Michael S. Blau, Village Administrator

Approved by the Board of Trustees of the Village of Sleepy Hollow by resolution dated

May 12, 2009.

Approved by the Board of Trustees of the Village of Tarrytown by resolution dated April 20,

2009.

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

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Parking Report, Parking on West Side of MNRR Tracks
DATE: March 19, 2013

At a previous Work Session, I was asked to review the parking report that was issued on February 18, 2013 to develop scenarios associated with various parking options. Please note that since the issuance of the report, the Director of Government and Community Relations for MNRR has notified me that the information I was provided and utilized in the report is not correct. MNRR actually charges for weekday utilization of the parking lots that they operate including the evening hours. The only days that MNRR does not charge for parking is on the weekends. Thus, it is now the position of MNRR that the railroad has no issues with the Village charging for parking during the weekday evening hours. This new information has been calculated into the scenarios noted below.

Scenario #1. The Village charges for the use of the parking lots during days and evening hours seven days a week.

Yankee Parking – Additional monies to be generated = \$32,020. This number is based upon the average of three years collected less the average of three years conveyed to the Village.

Additional Revenue per parking monies generated in Croton = \$78,100

Anticipated increase in revenue = \$110,120

The revenue generated from the issuance of daily parking permits is not included in the calculation above due to the fact that the revenue is not *new* revenue, but just revenue paid via the master meter machine as opposed to at the police desk. This scenario does not include revenue from the MNRR South Depot parking lot, based upon the presumption that MNRR will not renew the month to month lease should the Village pursue this parking concept.

The cost of purchase and installation of new master parking meters needs to be calculated into this number. It is estimated in the report that the Village would need to meter 250 parking spaces in the peak parking season (164 for Yankee parking and remainder for daily parking and general use during afternoon and evening hours). The preference would be to limit the master meter parking to the Green Street South parking lot and the West Main Street parking lot because these two lots have sufficient parking to address the 250 parking spaces and it would limit the number of master meters purchased; however, this would require that the Village limit metered parking since there is no guarantee that

these parking lots are where there would be open spaces for metered parking purposes. Please note that the cost to purchase and install a master meter is approximately \$18,000.

Scenario #2. The Village charges for the use of the parking lots during the days and evening hours Monday through Friday.

Yankee Parking – Additional monies to be generated = \$21,775.
Additional Revenue per parking monies generated in Croton = \$55,785
Village receives one-half of the revenues generated in the MNRR South Depot
Parking Lot = \$46,000

Anticipated increase in revenue = \$123,560

In this scenario, the Village must purchase the master meter machines. The revenue generated from Yankee parking in this Scenario and Scenario #3 has been reduced from the amount in Scenario #1 since 26 of the 81 Yankee home games occur on the weekend. The amount reflects 68% of the revenue from the Yankee games included in Scenario #1. In addition, the revenue generated in the South Depot parking lot was increased slightly from the amount included in the report since that lot would be available for charging for the use of the parking lots during the evening hours Monday through Friday.

Please note that in order to make Scenario #1 and #2 viable, the long-term meters in the vicinity of the railroad stations will have to be modified to require money to be placed in the meter after 6 pm.

Scenario #3. The Village charges for the use of the parking lots during home Yankee games during the evening hours Monday through Friday. In this scenario, the Village continues to utilize a parking service to manage parking on Yankee home games Monday through Friday.

Village receives one-half of the revenues generated in the MNRR South Depot
Parking Lot = \$41,660

Anticipated increase in revenue = \$41,660

Please note that in Scenario #3, the revenue generated for the Yankee home games decreases to \$21,775 (\$10,245). The revenue generated in the MNRR South Depot parking lot reflects the anticipated amounts from the operation of the parking lot, Monday through Friday for commuter parking. No additional revenues were added since it would prove difficult to enforce this parking lot for meter purposes during the evening hours and not the remainder of the long term meters in the vicinity of the railroad station. There is no capital outlay for master meters in this scenario.

PLEASE TAKE NOTICE that the Board of Trustees of the Village of Tarrytown will hold a public hearing on the 1st day of April, 2013, at 8 PM, in the Municipal Building, One Depot Plaza, Tarrytown, New York 10591, to hear, discuss and to act upon an amendment to Chapter 27 entitled "Code of Ethics". A summary of the legislation is available at Village Hall. The complete text of this legislation follows:

A LOCAL LAW to amend the Code of the Village of Tarrytown, Chapter 27 entitled "Code of Ethics", by amending Section 27-3 by adding a new subsection regarding conflicts of interest.

SECTION 1. LEGISLATIVE INTENT AND FINDINGS OF FACT.

A. Findings of Fact.

The Board of Trustees has found that there have been questions that have arisen in regards to prospective purchases by a Fire Chief or Assistant Fire Chief, since the Fire Chief and the Assistant Fire Chiefs are designated in Chapter 27 as a Village Officer or employee. The Fire Chief and the Assistant Fire Chiefs are the only Village volunteers that have a budget and can make purchases. The amendment to this Chapter is designed to eliminate any possible confusion that may exist in regards to such purchasing.

B. Legislative Intent.

The intent of this amendment is to eliminate any confusion regarding purchasing by the Fire Chief or the Assistant Chiefs.

Material to be deleted appears in parenthesis [], material to be added is in **bold typeface**.

SECTION 2. Amendment to §27-3 "Conflict of interest of Village officers and employees."

§ 27-3. Conflicts of interest of Village officers and employees.

A. No Village officer or employee shall:

(1) Act as attorney, director, broker, agent, consultant, representative or employee for any person, firm or corporation interested directly or indirectly in any manner whatsoever in business or professional dealings with the Village unless full disclosure is made as to such interest to the Village Ethics Board in writing and the Ethics Board affirmatively permits by waiver, pursuant to § 27-10 C (4), below, the business relationship otherwise prohibited by this section. **Should a Village officer or employee act as an employee for a person, firm or corporation and have no ability or control of Village purchasing associated therewith, no waiver pursuant to Section 27-10 shall be required.**

(12) As Fire Chief or Assistant Fire Chief, execute a contract or approve a purchase with a company(s) where there is an ownership interest, a management interest,

employment interest or a Related Person to the Fire Chief or Assistant Fire Chief who owns, has a management interest or employment interest in the company or execute a contract or approve a purchase with another vendor in the same or similar business. In such a situation, the contract or purchase shall be supervised and processed by either the Village Administrator or the Village Treasurer.

(13) Request or permit the use of Village-owned vehicles, equipment, materials or property for personal convenience or profit, except:

(a) If such services are available to the public generally; or

(b) With respect to a vehicle provided to such officer or employee for the conduct of official business, if and to the extent personal use of such vehicle is permitted pursuant to official Village policy.

SECTION 3. EFFECTIVE DATE

This local law shall take effect immediately, as provided by law.

All interested parties are invited to attend and be heard. Access to the meeting room is available to the elderly and the handicapped. Signing is available for the hearing-impaired; a request must be made to the Village Clerk at least five days in advance of the meeting.

**BY ORDER OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF TARRYTOWN**

DATED:

Contact: Michael Blau, Village Administrator
Tarrytown Village Hall
One Depot Plaza
Tarrytown, New York 10591
[914] 631-1885