

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:00 P.M.  
WEDNESDAY, MARCH 12, 2014  
Tarrytown Village Hall  
One Depot Plaza, Tarrytown, New York**

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**Board of Trustees Concerns**

**Open Session**

1. Historic Commons Zoning Text Review
2. Agreement for Parking – U.S. Postal Service
3. Library Agreement – Tarrytown and Sleepy Hollow
4. Refunding of Bonds
5. Tappan Zee Bridge Notice Board Patriots Park
6. Main Street Baskets
7. Fire Department Membership Changes
8. Village Projects

**Executive Session**

- 1A. Parks and Recreation Advisory Council

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

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

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VILLAGE OF TARRYTOWN

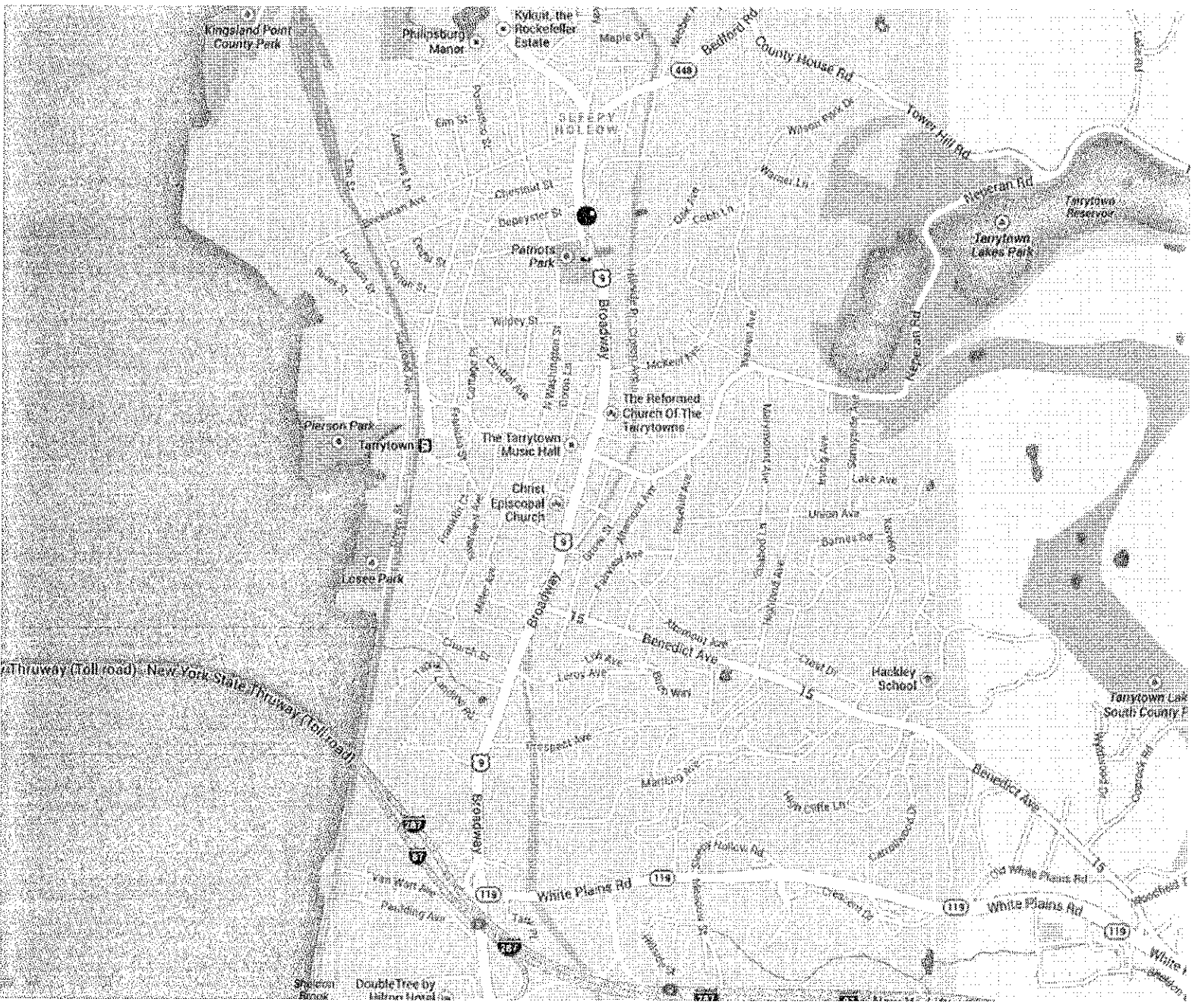
BY:

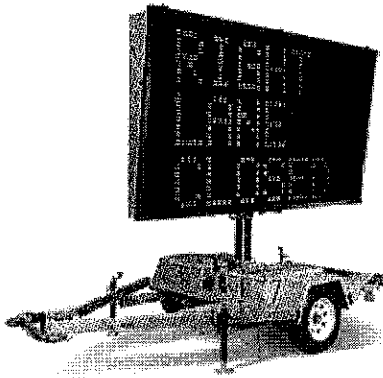
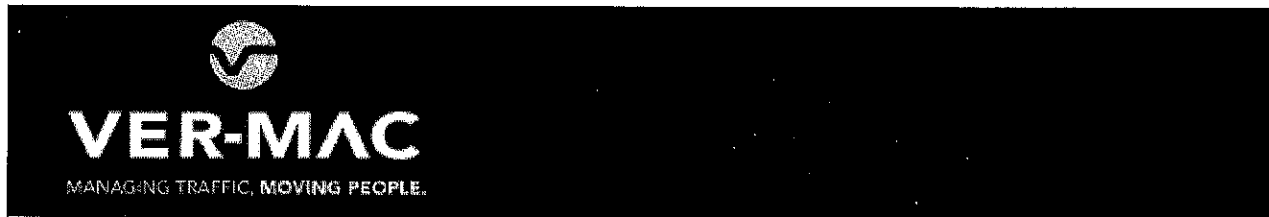
\_\_\_\_\_  
Drew Fixell, Mayor

VILLAGE OF SLEEPY HOLLOW

BY:

\_\_\_\_\_  
Kenneth Wray, Mayor





## PCMS-1210

### PORTABLE MESSAGE BOARDS

Our three-line, full-size character matrix controller message signs are one hundred percent NTCIP-compliant and can be easily controlled by any NTCIP-compliant traffic management software. Our robust design, plug and play components, and energy efficient technology provide a sign that requires minimal maintenance and has a low cost to own.

**ASK FOR A QUOTE** >

#### STRUCTURE

Overall length: 4512 mm (178 in.)  
 Overall width: 2189 mm (86 in.)  
 Display panel: 1753 mm x 3327 mm (69 in. x 131 in.)  
 Panel construction: Aluminum  
 Traveling height: 2730 mm (107 in.)  
 Operating height: 4834 mm (190 in.)  
 Weight: 1025 kg (2260 lb)  
 Coupler: 2 in. coupler or 3 in. pintle eye  
 Axle/suspension: 1587.6 kg (3500 lb)  
 Heavy-duty frame with extended guard rails for fender and axle protection  
 Lockable control box  
[File PCMS-1210](#)

#### DISPLAY

3 lines, 8 characters per line (12 in. x 18 in.)  
 4 LEDs per pixel in optical lens with 30° wide viewing angle  
 5 x 7 pixels per character  
 18 in. character default font  
 Display sign rotates 360 degrees  
 Easy access and walk-way for maintenance  
 Plug & play display modules

#### PROGRAMMING

On-site using easy graphic LCD touchscreen ([see specifications](#))  
 Easy three-step programming category  
 High-speed remote programming from your PC with cellular option  
 Ethernet port (10/100)  
 2x additional RS-232 ports  
 On-site interface for self-error detection system and test pattern

#### SOLAR POWER SUPPLY

Tilt and rotate solar panel rack  
 Various configurations of solar panels and batteries available  
 Solar regulator with battery surcharge protection

#### FEATURES

Changeable messages (default 255) (\*1-999)  
 Permanent messages (default 258) (\*1-999)  
 Volatile messages (default 64) (\*1-999)  
 Permanent font sizes (15)  
 Custom changeable font sizes (\*5)  
 Per character font sizing  
 Per character & line flashing  
 Admin & user level password  
 Auto brightness (photocell)  
 Manual 0 -100% brightness levels (increments of 1%)  
 Scheduling  
 Scrolling  
 Special dynamic data features trigger messages, displays motorist speed readings, actual temperature, time & date & live countdown  
 NTCIP compatibility (see detailed specs)  
 Easy integration to Software management  
*Already Supported by: Delcan, IBI, etc.*

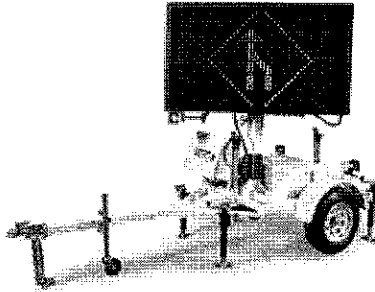
*\*Requires setting at factory*

#### OPTIONS

modem,  
 Free access to our remote fleet management software  
 JamLogic  
 Radar  
 Data logger (requires radar)  
 GPS tracking  
 Intelligent display sign with pixel detection  
 Battery charger  
 Hydraulic or electric brakes  
 Adjustable pintle hitch  
 2 in. coupler or 2 5/16 in. coupler  
 Traffic camera  
 Safety lock: wheel, battery boxes, etc...  
 Spare tire  
 Tongue wheel jack  
 Level (to stabilize sign)



## PCMS-548 PORTABLE MESSAGE BOARDS



Our full matrix full size controller message signs offer full graphic capability, are one hundred percent NTCIP-compliant and can be easily controlled by any NTCIP-compliant traffic management software. Our robust design, plug and play components, and energy efficient technology provide a sign that requires minimal maintenance and has a low cost to own.

### STRUCTURE

Overall length: 3565 mm (140 in.)  
Overall width: 1791 mm (70 in.)  
Display panel: 1146 mm x 2027 mm (45in. x 79 in.)  
Panel construction: Aluminum  
Traveling height: 2417 mm (95 in.)  
Operating height: 3892 mm (153 in.)  
Weight: 580 kg (1280 lb)  
Coupler: 2 in. coupler or 3 in. pintle eye  
Axle/suspension: 907 kg (2000 lb)  
Heavy-duty frame with extended guard rails for fender and axle protection  
Lockable control box

PCMS-548

### DISPLAY

Full matrix (30 x 56 pixels)  
Up to 3 lines of 12 characters per line  
4 LEDs per pixel with 30° wide viewing angle  
8.75 in. character default font  
Display sign rotates 360 degrees  
Easy access and walk-way for maintenance  
Plug & play display modules

### PROGRAMMING

Easy graphic LCD touchscreen ([see specifications](#))  
High-speed remote programming from your PC with cellular option  
Ethernet port (10/100)  
1 additional RS-232 port  
On-site interface for self-error detection system and test pattern

### SOLAR POWER SUPPLY

Tilt and Rotate solar panel rack  
Various configurations of solar panels and batteries are available  
Solar regulator with battery surcharge protection

### FEATURES

255 changeable messages  
255 permanent messages  
10 volatile messages  
Changeable graphic pictograph (255)  
Permanent graphic pictograph (89)  
Permanent Font sizes (15)  
Custom Changeable Font sizes (\*5)  
Per character font sizing  
Per character & line flashing  
Admin & User level password  
Auto brightness (photocell)  
Manual 0%-100% brightness levels (increments of 1%)  
Scheduling  
Scrolling  
Special dynamic data features trigger messages, display motorist speed, actual temperature, time & date & live countdown  
NTCIP compatibility (see detailed specs)  
Easy integration to Software management  
Already Supported by: Delcan, IBI, etc.

**\*Requires setting at factory**

### OPTIONS

Modem  
Free access to our remote fleet management software  
JamLogic  
Radar  
Data logger (requires radar)  
GPS tracking  
Intelligent display sign with pixel detection  
Battery charger  
Adjustable pintle hitch  
2 in. coupler or 2 5/16 in. coupler  
Traffic camera  
Safety lock: Wheel, battery boxes, etc..  
Spare tire  
Tongue wheel jack  
Level (to stabilize sign)



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**Kathy Deufemia**

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**From:** Carol Booth  
**Sent:** Wednesday, March 05, 2014 2:02 PM  
**To:** Kathy Deufemia  
**Subject:** FD Resolution

FIRE DEPARTMENT MEMBERSHIP CHANGES

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby approve the following Fire Department membership changes recommended at the February 18, 2014 Board of Fire Wardens meeting:  
Membership: Brett Enax has been approved for active membership to Consolidated Engine and David Erosa has been approved for out-of-town active membership to Consolidated Engine.

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](mailto:cbooth@tarrytowngov.com)