



**AGENDA**  
**DECEMBER 20, 2017**  
**BOARD OF TRUSTEES**  
VILLAGE OF BRIARCLIFF MANOR, NEW YORK  
REGULAR MEETING – 8:00 PM

P2

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**Pledge of Allegiance**

**Board of Trustees Announcements**

**Village Managers Report**

**Public Comments**

1. Authorize Village Manager to Execute an Intermunicipal Agreement Between the Villages of Briarcliff Manor, Sleepy Hollow and Tarrytown for Water Supply and Transmission Services Consolidation
2. Budget Amendment – Valet Services
3. Minutes

**NEXT REGULAR BOARD OF TRUSTEES MEETING – WEDNESDAY,  
JANUARY 3, 2018**

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
DECEMBER 20, 2017

**1. AUTHORIZE VILLAGE MANAGER TO EXECUTE AN INTERMUNICIPAL AGREEMENT BETWEEN THE VILLAGES OF BRIARCLIFF MANOR, SLEEPY HOLLOW AND TARRYTOWN FOR WATER SUPPLY AND TRANSMISSION SERVICES CONSOLIDATION**

**WHEREAS**, by resolution adopted July 20, 2016, the Village Board (BOT) resolved to support and authorize the application to the New York State Department of State ("NYSDOS") by the Village of Briarcliff Manor (VBM) , on its behalf and as lead agent on behalf of the Villages of Sleepy Hollow (VSH) and Tarrytown (VTT), for a \$602,889 Local Government Efficiency Implementation Grant in order to implement the design and construction of a consolidated water supply and transmission services to serve the three said Villages (the "Project"); and

**WHEREAS**, such grant was awarded on or about December 2016, and the VBM now must enter into a Grant Contract with NYSDOS relative to same; and

**WHEREAS**, in furtherance of the Project, the Village has issued a request for proposals for the design of the Project, and having received three (3) responses, has determined to award the Project's Design Contract to Woodard & Curran (W&C) pursuant to their proposal dated May 25, 2017; and

**WHEREAS**, as the Project will be a joint effort of VBM, VSH and VTT and VBM must now must enter into an Intermunicipal Agreement for the Project with VSH and VTT providing among other things, for the equal shared costs and expenses of the Project; and

**NOW THEREFORE, BE IT RESOLVED**, that the BOT hereby accepts the Grant for the Project from the NYSDOS and authorizes execution of the Grant Contract by the Village Manager (VM), subject to the execution of the Intermunicipal Agreement by all three Villages and final review by Village Counsel (VC); and

**BE IT FURTHER RESOLVED**, that the BOT hereby awards the Design Contract for the Project to W&C based upon their proposal of May 25, 2017, and authorizes execution of an agreement with W&C by the VM, subject to the execution of the Intermunicipal Agreement by all three Villages and final review by VC; and

**BE IT FURTHER RESOLVED**, that the VM is hereby authorized to execute an Intermunicipal Agreement with the VBM and VTT relative to the Project in substantially the form and substance heretofore and subject to non-material change that the VM and VC shall both agree as presented to the BOT.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately.

**INTERMUNICIPAL AGREEMENT**  
**BETWEEN THE VILLAGES OF**  
**BRIARCLIFF MANOR, SLEEPY HOLLOW AND TARRYTOWN**  
**FOR**  
**WATER SUPPLY AND TRANSMISSION SERVICES CONSOLIDATION**

THIS AGREEMENT made as of this \_\_\_\_\_ day of December, 2017, by and between the Village of Briarcliff Manor, a municipal corporation of the State of New York, having its offices at 1111 Pleasantville Road, Briarcliff Manor, New York 10510 (“Briarcliff Manor”), the Village of Sleepy Hollow, a municipal corporation of the State of New York, having its offices at 28 Beekman Avenue, Sleepy Hollow, New York 10591 (“Sleepy Hollow”), and the Village of Tarrytown, a municipal corporation of the State of New York, having its offices at One Depot Plaza, Tarrytown, NY 10591 (“Tarrytown”), said Villages sometimes being referred to herein collectively as the “parties”.

WHEREAS, Article 5 G of the General Municipal Law of the State of New York authorizes municipal corporations of the State to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provisions of services; and

WHEREAS, the parties to this Agreement are concerned about escalating government costs and the increasing tax and fees burden to their respective property owners and residents; and

WHEREAS, the parties utilize and share the same connection to the Catskill Aqueduct, and it is believed that costs can be saved and service improved by consolidating water supply and transmission service; and

WHEREAS, with financial support from the New York State Department of State

("NYSDOS"), the feasibility of such consolidation was studied and the "Sleepy Hollow, Tarrytown and Briarcliff Manor Water Supply, Pumping and Storage Consolidation" report of May 24, 2016, was issued which concluded that such a consolidation would result in significant savings, associated benefits and economies of scale provided it was governed by an entity with representation from each Village; and

WHEREAS, the Local Government Efficiency Grant Program offered by the NYSDOS, which is accessed via the 2016 New York State Consolidated Funding Application, was identified as a funding source appropriate for the consolidation, which grant program requires a match of at least 10% of the total project cost, and

WHEREAS, the maximum grant available under the Local Government Efficiency Grant Program is \$602,889, and the cost of the design and construction of the consolidation (the "Project") has been estimated at between \$2 million and \$2.5 million;

WHEREAS, the Project is estimated to result in cost avoidance of more than \$7 million, which will be shared among the parties; and

WHEREAS, Briarcliff Manor has agreed to be lead applicant and lead agent of the grant application with Sleepy Hollow and Tarrytown as co-applicants, whereupon the parties entered into a cost sharing agreement dated as of June 15, 2016, relative to the grant development; and

WHEREAS, Briarcliff Manor by resolution adopted July 20, 2016, Sleepy Hollow by resolution adopted July 12, 2016, and Tarrytown by resolution adopted July 18, 2016, each authorized the Grant application by Briarcliff as lead applicant and lead agent to the

NYSDOS for a \$602,889.00 Local Government Efficiency Implementation Grant (the “Grant”); and

WHEREAS, on or about July 28, 2016, Briarcliff Manor completed and submitted the application for the Grant, and in or about December 2016, the NYSDOS awarded the Grant for the Project in a total amount of \$602,879 to Briarcliff Manor on behalf of the three villages in equal shares; and

WHEREAS, the NYSDOS issued to Briarcliff Manor a State of New York Master Contract for Grants, Contract Number C1000907, with a Contract Term from April 1, 2016, to March 31, 2020 in the amount of \$602,879 with the requirement that Briarcliff Manor provide certain matching funds as set forth therein (the “Grant Contract”); and

WHEREAS, by resolution dated December \_\_\_\_\_, 2017, the Board of Trustees of the Village of Briarcliff Manor authorized the execution of the Grant Contract on behalf of Briarcliff Manor subject to the execution of this Agreement by the parties; and

WHEREAS, in anticipation of the award of the Grant, Briarcliff Manor issued a request for proposals on or about May 3, 2017, (the “RFP”) for design consulting services for the Project; and

WHEREAS, after evaluating three (3) proposals submitted in response to the RFP, the parties selected Woodard & Curran as the Project’s design firm based upon Woodard & Curran’s proposal dated May 25, 2017; and

WHEREAS, by resolution of its Board of Trustees adopted on \_\_\_\_\_, 2017, Briarcliff Manor authorized the execution of a consulting agreement for design services with



Woodard & Curran (the "Design Contract") subject to the execution of this Agreement by the parties; and

WHEREAS, the parties to this Agreement desire to set forth their understanding as to the rights and obligations, benefits, and costs in connection with the Project, the Grant Contract, and the Design Contract, as same may be modified or amended from time to time, as well as any related issues as are set forth herein.

NOW, THEREFORE, in consideration of the premises and the provisions hereinafter set forth, the following constitutes a binding agreement by and between the parties.

1. **Grant Contract.**

A. Briarcliff Manor shall enter into the Grant Agreement with NYSDOS.

B. Each Village agrees to pay 33.333% of all costs incurred by Briarcliff Manor under or in connection with the Grant Agreement.

C. Each Village agrees to pay 33.333% of any matching funds required under the Grant Agreement.

D. Sleepy Hollow and Tarrytown shall each pay their share of any amounts incurred under paragraphs B. and C. above within thirty (30) days of Briarcliff Manor's request for such payments. Such payments shall be made, at the direction of Briarcliff Manor, to such third parties as deemed appropriate by Briarcliff Manor, or to Briarcliff Manor in reimbursement of incurred costs by Briarcliff Manor.

E. Notwithstanding anything provided herein to the contrary, Sleepy Hollow and Tarrytown shall each indemnify Briarcliff Manor and hold Briarcliff Manor harmless to the

full extent of their respective 33.333% share of any and all costs incurred under the Grant Contract including without limitation, any damages that may arise in accordance with the terms of the Grant Contract including without limitation under the MWBE Compliance Certification Letter (Form D-1) of the Grant Contract.

2. **Design Contract.**

A. Briarcliff Manor shall enter into the Design Contract with Woodard & Curran.

B. Each Village agrees to pay 33.333% of all costs incurred by Briarcliff Manor under or in connection with the Design Contract, including any and all adjustments as Briarcliff Manor shall approve.

C. Sleepy Hollow and Tarrytown shall each pay their share of any amounts due under paragraph B. above within thirty (30) days of Briarcliff Manor's request for such payments. Such payments shall be made, at the direction of Briarcliff Manor, to Woodard & Curran or to Briarcliff Manor in reimbursement of incurred costs by Briarcliff Manor.

3. **Construction Contract.** The Villages shall enter into a further agreement concerning engineering, construction of facilities, costs, bidding and administration of the construction phase of the Project.

4. **Coordination and Administration.** The parties agree that Fiona Company LLC shall coordinate the Project and administer the Grant and the Grant Contract, and each party shall pay 33.333% of such costs, which costs are not provided under the Grant. Such costs shall be charged based upon a fee schedule to be provided by The Fiona Company LLC.

5. **Arbitration.** Any controversy or dispute arising out of or relating to this inter-

municipal agreement, or the breach thereof, shall be settled by arbitration. Such arbitration shall be conducted in Westchester County, in accordance with the rules of the American Arbitration Association in effect at the time of such arbitration. Any arbitrator selected shall be an engineer with experience in water systems. Judgment may be entered on any decision rendered by the arbitrator(s) in any federal or state court having the requisite jurisdiction. Each party hereto shall share equally the costs of the fees and expenses of the arbitrator selected.

6. **Authority to Enter Into Agreement.** Each of the signatories to this Agreement warrants and represents that each has the power and authority to enter into this Agreement and that the Board of Trustees of the Village of Briarcliff Manor, the Board of Trustees of the Village of Sleepy Hollow and the Board of Trustees of the Village of Tarrytown have authorized execution of this Agreement.

7. **Waiver.** Any waiver of any provision of this Agreement or any right hereunder shall not be deemed a continuing waiver and shall not prevent or stop such party from thereafter enforcing such provision or right. The failure to any party to insist on any one or more instances upon strict performance of any of the terms or provisions of this Agreement by the other shall not be construed as a waiver or relinquishment for the future of any such terms or provisions, but the same shall continue in full force and effect.

8. **Modification.** This Agreement contains the entire agreement between the parties and it can be modified or changed only by a writing duly executed on behalf of the Village of Briarcliff Manor, the Village of Tarrytown and the Village of Sleepy Hollow.



9. **Notices.** All notices required hereunder shall be sent by certified mail, return receipt requested or via overnight mail or hand delivery, or by facsimile with original copy forwarded by first class mail to the respective parties at the addresses above set forth or to such other addresses as each may hereafter designate in writing. Notices shall be addressed to the attention of the Village Manager or Administrator and to the Mayor of the Village receiving the Notice.

10. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date written above.

VILLAGE OF BRIARCLIFF MANOR

By: \_\_\_\_\_

Philip E. Zegarelli, Village Manager

VILLAGE OF SLEEPY HOLLOW

By: \_\_\_\_\_

Ken Wray, Mayor

VILLAGE OF TARRYTOWN

By: \_\_\_\_\_

Drew Fixell, Mayor

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared PHILIP E. ZEGARELLI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared, KEN WRAY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared DREW FIXELL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
DECEMBER 20, 2017

**2. BUDGET AMENDMENT**

BE IT RESOLVED that the budget for fiscal year 2017-2018 is hereby amended as follows:

**VALET SERVICES**

Increase Revenue	A0109.1720	Parking Permit Revenue	\$8,750.00
Increase Expense	A1410.460.Valet	Valet Parking	\$8,750.00

## BUDGET AMENDMENT REQUEST FORM 2017/2018

<b>Increase Expense</b>	<b>Muni Code</b>	<b>Budget Line</b>
\$ <b>8,750.00</b>	<b>A1410.460.Valet</b>	<b>Valet Parking</b>
<b>Increase Revenue</b>	<b>Muni Code</b>	<b>Budget Line</b>
\$ <b>8,750.00</b>	<b>A0109.1720</b>	<b>Parking Permit Revenue</b>

Reason for Amendment Request: **To account for the additional cost of the new valet parking contract and additional parking permit revenue.**

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Signature of Requesting Department Head Date Signed



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Village Manager Approval Date Signed



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Village Treasurer Approval Date Signed

If over \$10,000, Board of Trustees Approval Date:

Philip E. Zegarelli  
Village Manager

[pzegarelli@briarcliffmanor.org](mailto:pzegarelli@briarcliffmanor.org)



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## MEMORANDUM

TO: Mayor and Board of Trustees (M/BOT) P2

CC: Dan Pozin, Esq., Village Attorney

FROM: Philip E. Zegarelli, Village Manager

DATE: 28 November 2017

RE: Scarborough Railroad Station Valet Parking Bid Results

As you are aware, ProPark America has been the RFP approved valet parking vendor at our Scarborough Station since its inception in 2008. Traditionally, we have had RFP's as each contract expired. The contract that we have been recently using calls for a two year fixed price per month plus an optional third year to be priced no higher than 2.0% above the then monthly rate. The option is solely for the Village to exercise. We have found this RFP format to be very useful in maintaining a stable, reliable vendor, meeting legal guidelines and identifying additional potential bidders, if necessary.

The current contract won by ProPark America three years ago called for a fixed rate for the first two years and an optional third year priced at no higher than 2.0% over the previous year. The current year's monthly cost is \$9,245.00: that is based off of the third year calculation. As you know, the primary person representing ProPark America is "Juan" who has a very close relationship with our commuters having been the designated operator since its original operation.

We sent RFP's to seven known valet parking vendors: three submitted proposals. The bids were returnable on 17 November 2017 at 4:00 PM. Village Treasurer Edward Ritter and I opened the submissions. A summary of the proposed rates for years one and two and a third optional year are as follows:

	Month/Year - Years 1 & 2	Month/Year - Year 3 option (+2%)
ProPark America	\$10,995.00/\$131,940.00	\$11,215.00/\$134,580.00
LAZ Parking	\$11,602.00/\$139,230.00	\$11,834.00/\$142,015.00
Classic Valet Parking, Inc.	\$12,350.00/\$148,200.00	\$12,597.00/\$151,164.00



ProPark was the lowest responsible bidder at \$10,995.00 per month for years one and two and \$11,215.00 per month for the optional third year. The two other proposals were consistently higher.

Given that ProPark is well known to us and our resident commuters, our recommendation that the two-year contractual rate of \$10,995.00 per month/\$131,940.00 per year be awarded to ProPark. We also recommend that the third year option should only be reviewed in December 2019 for the 2020-year contract.

As previous discussed, the current ProPark rate per month is \$9,245.00 and the amount going forward of \$10,995.00 is an 18.8% increase over the previous months.

I reviewed this significant increase in the service rate with ProPark management and they related a higher commuter use and an increase of cars (permits) since the last contract. In point of fact (with the same rate per year, unchanged since 2013) we have exceeded budgeted revenues since 2015 by 17.5%. ProPark also noted that they have had three people on site at various times to relieve the morning "surge" versus the two people normally present day-to-day. Lastly on this issue, I have knowledge that at least one other bidder sought to recruit "Juan" to be on site if they won the RFP: undoubtedly they "factored" retaining "Juan" with themselves.

Since we anticipate a Valet Parking budgeted expenditure line shortfall for the last five months of our 2017-2018 fiscal year, we will need to formally appropriate \$8,750.00 from Fund Balance.

Based on ProPark's continued high level of service and performance and in particular its local chief attendant "Juan", I recommend approval of a two-year contract to ProPark America as proposed.

Action:           Need Resolution to accept ProPark's bid (two year option)  
                      Need Resolution to cover budget shortage with transfer of Fund Balance.

The Regular Meeting of the Board of Trustees of the Village of Briarcliff Manor, New York was held in the Village of Briarcliff Manor at the William J. Vescio Community Center, at 1 Library Road, Briarcliff Manor, New York on the 6<sup>th</sup> of December, 2017 commencing at 8:00 p.m.

**Present**

Lori A. Sullivan, Mayor  
Mark Pohar, Deputy Mayor  
Cesare DeRose, Jr. Trustee  
Bryan Zirman, Trustee

**Also Present**

Philip Zegarelli, Village Manager  
Christine Dennett, Village Clerk  
Daniel Pozin, Village Attorney

**Absent**

Mark L. Wilson, Trustee

**Pledge of Allegiance**

**Board of Trustees Announcements by Mayor Sullivan**

- The Recreation Committee gave a presentation and the Board requested the powerpoint be put on the website.
- Overnight parking restrictions began on December 1<sup>st</sup>.
- Stay informed and sign up for the weekly Village Manager emails.

**Village Managers Report by Village Manager Zegarelli**

- Village Hall will close at 1pm on Friday for the self-funded Village Staff Holiday Party.
- 2018 Scarborough Station Parking Permits are available for purchase.
- The Holbrook Lift Station project is nearing completion.
- Leaf Pickup continues.
- The 2<sup>nd</sup> Half of Village Tax is due.
- The Police Department is holding a coat drive and a toy drive until December 15<sup>th</sup>.

Mayor Sullivan thanked Village Staff for pushing Westchester County to get the roadwork done by the holidays.

Village Manager Zegarelli gave his end of Fiscal Year 2016-2017 presentation.

Mayor Sullivan stated the Board would be discussing the water rates and the calculation system used by the start of the next fiscal year.

**Public Comments**

There were no public comments.

**Annual Audit Report for FY 2016-2017 – Cooper Arias, LLP**

Andrew Arias of Cooper Arias, LLP gave the Annual Audit report for Village Fiscal Year 2016-2017. He stated the Village received an Unmodified, clean opinion and the Village was in good financial shape.

Andrew Arias – Auditor, gave the report.

The Board had general discussion related to fund balances and the effects of the use of it.

Village Manager Zegarelli thanked Village Treasurer, Ed Ritter for his work and taking the lead with changing accountants.

The Board thanked Mr. Arias for his presentation.

**Village Justice Court Annual Report for FY 2016-2017**

Upon motion by Trustee DeRose, seconded by Deputy Mayor Pohar, the Board voted unanimously to approve the following resolution:

BE IT RESOLVED that the Village Justice Court conducted an Independent Audit for Fiscal Year 2016-2017 in accordance with Section 2019-a of the Uniform Justice Court Act.

BE IT FURTHER RESOLVED that the Board of Trustees does hereby approve and accept into the record the Village Justice Court Independent Audit for Fiscal Year 2016-2017.

**Fire Department Resolution**

The Board tabled numbers 3A and 3B subject to further review.

Upon motion by Deputy Mayor Pohar, seconded by Trustee Zirman, the Board voted unanimously to approve the following resolution:

**Request Approval: Village of Briarcliff Manor Fire Department Annual Fund Drive**

Whereas, behalf of the VBMFD the Chief of the Department has requested the permission of the VBM Board of Trustees for it to hold its annual fund drive within

the Village of Briarcliff Manor utilizing its own resources and Departmental Tax Exempt EIN for deposit of all receipts of funds; and

Whereas, subject to the provisions of General Municipal Law (GML) Section 10 – 1000 in its entirety, such relative sections that so pertain and relevant Opinions of the NYS Comptroller;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees does hereby approve of the BMFD's request to undertake its annual fund drive.

**Authorize Village Manager to Execute Agreement for Valet Services with ProPark**

The Board stated a budget authorization would need to be done at the next meeting.

Upon motion by Trustee Zirman, seconded by Trustee DeRose, the Board voted unanimously to approve the following resolution:

WHEREAS, the Village of Briarcliff Manor (VBM) issued a Request for Proposals (RFP) to provide valet parking services at the VBM's Scarborough Railroad Station which identified such selection criteria as previous experience, operational viability, and maintenance of the current level of service and interplay with clientele and called for proposals to be submitted by 17 November 2017, and having received three (3) proposals ranging in cost from \$10,995.00 per month to \$12,350.00 per month; and

WHEREAS, the RFP calls for 2 years of fixed pricing calculated at a per month rate and a VBM option to extend the award for a 3<sup>rd</sup> year not to exceed a 2% per month cost increase together with other requisites such as liability insurance and such other protections for the VBM and its parking permit holders; and

WHEREAS the lowest responsible proposal was by Pro-Park with a monthly charge of \$10,995.00 for calendar years 2018 and 2019 and the option for a 3<sup>rd</sup> year at \$11,215.00 (an increase of 2% in keeping with the RFP) equating to an annual cost of \$131,940.00 for years 2018 and 2019 and \$134,580.00 for the optional 3<sup>rd</sup> year (2020); and,

WHEREAS, ProPark is currently providing valet parking service at the Scarborough Station under contract with the VBM and is familiar with the job and facilities, has drawn compliments for its work, and can continue its work without any interruption or disruption in service, at their current charge of \$9,180.00 per month (\$110,160.00 per year);

NOW, THEREFORE, BE IT:

RESOLVED that the proposal for valet parking services at Scarborough Station is hereby awarded to ProPark America as per its proposal of \$10,995.00 per

month for a period of two (2) years commencing January 1, 2018, and expiring on December 31, 2019 with an optional 3<sup>rd</sup> year at VBM's Board of Trustees sole discretion for \$11,215.00.00 per month for calendar year 2020; and

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contractual agreement with ProPark America for valet parking services at the Scarborough Station to cover such period of time with such terms and conditions in keeping with the revised RFP and the provisions of Pro Park's proposal.

**Authorize Village Manager to Execute an Agreement with the Chief of Police**

Upon motion by Trustee DeRose, seconded by Deputy Mayor Pohar, the Board voted unanimously to approve the following resolution as amended:

BE IT RESOLVED that the Village Manager is authorized to execute an agreement with Donald Gorey effective June 1, 2017 as Chief of Police subject to any non-material changes; and

BE IT FURTHER RESOLVED that this agreement supersedes any prior agreement between the Village and the Chief of Police.

**Budget Amendment**

Upon motion by Deputy Mayor Pohar, seconded by Trustee Zirman, the Board voted unanimously to approve the following resolution:

BE IT RESOLVED that the budget for fiscal year 2017-2018 is hereby amended as follows:

**CON EDISON PAVING**

Increase Revenue	A0101.2770	Misc. Revenue	\$15,137.28
Increase Expense	A5112.460	Contractual Services	\$15,137.28

**Schedule a Public Hearing to Repeal and Replace Chapter 146 Entitled "Noise" in the Code of the Village of Briarcliff Manor**

The Board requested the Public Hearing be noticed in the December Manor Monthly and commended Village Engineer Turiano for putting together the chart comparing the proposed law and current law.

Upon motion by Deputy Mayor Pohar, seconded by Trustee Zirman, the Board voted unanimously to approve the following resolution:

BE IT RESOLVED that a Public Hearing is hereby scheduled for the February 7, 2018 at 8:00pm Board of Trustees meeting to hear and discuss a proposed



local law to repeal and replace Chapter 146 entitled "noise" in the Code of the Village of Briarcliff Manor.

Mayor Sullivan stated in keeping with the Streetscape Committee Recommendations, the Board would also be reviewing the sign law in the near future.

### **Minutes**

Upon motion by Trustee Zirman, seconded by Trustee DeRose, the Board voted unanimously to approve the minutes of the November 8, 2017 Regular Meeting, and the November 15, 2017 Special Meeting.

### **Adjournment**

Upon motion by Trustee Zirman, seconded by Trustee Wilson, the Board voted unanimously to adjourn into Executive Session at 9:23pm to discuss a personnel matter and would adjourn the regular meeting immediately thereafter.

Respectfully Submitted By,

Christine Dennett  
Village Clerk