



# AGENDA WEDNESDAY MARCH 14, 2018 BOARD OF TRUSTEES

VILLAGE OF BRIARCLIFF MANOR, NEW YORK REGULAR MEETING – 8:00 PM

Pledge of Allegiance
Board of Trustees Announcements
Village Managers Report
Public Comments

- 1. Reschedule a Public Hearing to Renew a Special Use Permit The American Anglican Church (Holy Innocents)
- 2. Library Board Reappointments
- 3. Budget Amendment
- 4. Authorize Village Manager to Execute an Agreement with Westchester County for Enhanced 911 Service
- 5. Fire Department Memberships
- 6. Scheduling Annual Organizational Meeting & Tentative Budget Public Hearing
  - a) Annual Organizational Meeting
  - b) 2018-2019 Tentative Budget Public Hearing
- 7. Minutes

NEXT REGULAR BOARD OF TRUSTEES MEETING – WEDNESDAY, MARCH 21, 2018

# VILLAGE OF BRIARCLIFF MANOR BOARD OF TRUSTEES AGENDA MARCH 14, 2018

# 1. RESCHEDULE A PUBLIC HEARING, SPECIAL USE PERMIT, AMERICAN ANGLICAN CHURCH (HOLY INNOCENTS)

BE IT RESOLVED that a Public Hearing is hereby scheduled for April 4, 2018 at 8:00pm or soon thereafter in the William J. Vescio Community Center located at 1 Library Road, Briarcliff Manor, NY to hear and consider an application for the renewal of a Special Use Permit issued to the American Anglican Church (Holy Innocents).

# VILLAGE OF BRIARCLIFF MANOR BOARD OF TRUSTEES AGENDA MARCH 14, 2018

# 2. LIBRARY BOARD REAPPOINTMENTS

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby make the following reappointments:

Jeffrey Robins as a member of the Library Board for a term to expire on December 31, 2022.

Kim Izzarelli as a member of the Library Board for a term to expire on December 31, 2022.

# Jeffrey A. Robins 8 Avondale Court Briarcliff Manor, NY 10520

January 23, 2018

To: The Board of Trustees of the Briarcliff Manor Public Library

My term on the Board of Trustees of the Briarcliff Manor Public Library was set to expire on December 31, 2017. I would be happy to serve for another term and hereby request the Board to approve my reappointment.

Just for the sake of background, please note that I was initially appointed to the Board only in February 2017, but since I was appointed to replace a Board member who had resigned before his or her term had expired, my initial appointment was effective only for the remainder of that term.

lace a Agenda

Sincerely

Jeffrey A. Robins

cc: Shelley Glick, Director

February 26, 2018

Mr. Phil Zegarelli Village Manager Village of Briarcliff Manor 1111 Pleasantville Road Briarcliff Manor, NY 10510

RE: Kim Izzarelli - Reappointment of Library Trustee Term

Dear Mr. Zegarelli:

Please consider this Letter of Intent to request my re-appointment as a Library Trustee to the Village of Briarcliff Manor Public Library for another 5 year term ending December 31, 2022.

Attached, please find my professional resume with civic experience.

Please express my gratitude to Mayor Sullivan and Trustees DeRose, Pohar, Wilson and Zirman for allowing me this opportunity to continue to serve our community.

Regards,

Kim Izzarelli 12 Deertree Lane Briarcliff Manor, NY 10510 (914) 471-1635

cc: S. Glick

S. Mastrocola

# VILLAGE OF BRIARCLIFF MANOR BOARD OF TRUSTEES AGENDA MARCH 14, 2018

# 3. BUDGET AMENDMENT

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

# **GENERAL FUND**

| Increase Revenue | A0103.2705 | Gifts/Donations | \$1,000 |
|------------------|------------|-----------------|---------|
| Increase Expense | A3120.250  | Uniforms        | \$1,000 |

# BUDGET AMENDMENT REQUEST FORM 2017/2018

| IICLEASE Expense | Muni Code  | Budget Line                |
|------------------|------------|----------------------------|
| 1,000.00         | A3120.250  | Vests/New Officer Uniforms |
| crease Revenue   | Muni Code  | Rudget Line                |
| 1,000.00         | A0103,2705 | Gifts/Donations            |

Donation received from Heart and Health Educ. Foundation - Chiefs Challenge Reason for Amendment Request:

2/2//2018 Date Signed 2/20/18 22 Felo Date Signed Date Signed Signature of Requesting Department Head Village Treasurer Approval Village Manager Approva

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

# VILLAGE OF BRIARCLIFF MANOR BOARD OF TRUSTEES AGENDA MARCH 14, 2018

# 4. AUTHORIZE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH WESTCHESTER COUNTY FOR ENHANCED 911 SERVICE

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an Agreement with Westchester County to provide Enhanced 911 Service for a five-year term commencing October 1, 2017 and continuing through September 30, 2022.

|                | AGREEMENT made this day   | of,                    | 2018 by and between:    |  |  |  |
|----------------|---|------------------------|-------------------------|--|--|--|
|                | THE COUNTY OF WESTCHEST of New York, having an office and p Building, 148 Martine Avenue, White referred to as the "County")            | lace of business in    | the Michaelian Office   |  |  |  |
| and            |   |                        |                         |  |  |  |
|                | THE VILLAGE OF BRIARCLIFI<br>the State of New York, having an off<br>Pleasantville Road, Briarcliff Manor,<br>to as the "Municipality") | ice and place of bu    | siness at 1111          |  |  |  |
|                | WITNESS   | <u>ЕТН:</u>            |                         |  |  |  |
| WHE            | EREAS, the County currently has a co  | ontract with Carous    | el Industries of North  |  |  |  |
| America, Inc   | e. (hereinafter referred to as the "Caron   | usel Industries"), fo  | r the installation and  |  |  |  |
| operation of   | Enhanced 911 Service equipment; and   | i                      |                         |  |  |  |
| WHE            | EREAS, the County is currently receive  | ving services from     | Verizon for the         |  |  |  |
| installation a | and operation of Enhanced 911 Service   | e network (lines and   | l trunks required); and |  |  |  |
| WHE            | EREAS, by Act No. 183 - 2017, the B   | oard of Legislators    | authorized the County   |  |  |  |
| Executive to   | enter into this Agreement and into sin  | nilar agreements wi    | th 44 other local       |  |  |  |
| municipalitie  | es for the provision of Enhanced 911 S  | Service for a five (5) | ) year term commencing  |  |  |  |
| on October 1,  | on October 1, 2017 and continuing through September 30, 2022; and   |                        |                         |  |  |  |
|                |   |                        |                         |  |  |  |

NOW, THEREFORE, it is mutually agreed by and between, the parties hereto as follows:

WHEREAS, the governing board of the Municipality by Resolution adopted on the

# 1. Public Safety Answering Points (PSAP's).

day of \_\_\_\_\_\_, 2018, has likewise authorized this Agreement.

(a) Municipality will staff and operate a primary Public Safety Answering Point at its Police Headquarters or

- (b) Municipality will contract with the Appropriate State Police Agency or another Municipality to staff and operate a primary Public Safety Answering Point (whichever is appropriate) and if appropriate
- (c) Municipality will staff and operate a Public Safety Answering Point at its Fire or Police Department Headquarters or
- (d) Municipality will contract with the appropriate Fire District or Police Department to staff and operate a Public Safety Answering Point and
- (e) Municipality will be solely responsible for the cost and expense of providing the necessary space, heat, electricity, air conditioning, water, furniture, furnishings and remodeling, if any, for the primary and secondary PSAP's they operate or contract for as specified in Exhibit A attached hereto and a part hereof and
- (f) County will staff and operate Public Safety Answering Points at the County Fire Control and Training Center in Valhalla and the County Public Safety Headquarters in Hawthorne. County will be solely responsible for the cost and expense of providing the necessary space, heat, electricity, air conditioning, water, furniture, furnishings and remodeling, if any, for these County operated PSAP's.

# 2. Network and Terminal Equipment.

The network (lines and trunks required) for the E911 system will be installed and maintained by Verizon at the sole cost and expense of County, while the terminal equipment will be installed and maintained by Carousel at the sole cost and expense of the County. In addition to responsibility for these non-recurring costs, County will be solely responsible for the cost and expense of the monthly rates and charges for all associated exchange services and private line service (including mileage charges), as contained in Verizon's tariff as in effect from time to time. Any E911 equipment leased by County will remain the property of County. The County intends to continue to recover all non-recurring and monthly charges by continuing to impose a surcharge on all telephone customers in the County as permitted by State Legislation and County Legislation.

# 3. Personnel.

(a) Municipality will staff its Public Safety Answering Points with its own employees or contract for same. They will be responsible for receiving E911 calls; deciding what emergency services to dispatch; dispatching them; and/or, in appropriate cases,

transferring calls to other PSAP's. Municipality will be solely responsible for the acts and omissions, if any, of its employees or contractors in the operation of Public Safety Answering Points and will not hold County liable therefor. Sufficient personnel will be provided or contracted for by Municipality to handle incoming calls adequately 24 hours per day, every day of the year.

- (b) County will staff its Public Safety Answering Points with its own employees. They will be responsible for receiving calls appropriate transferred by other PSAP's, deciding what emergency services are to be dispatched; dispatching them; and/or, in appropriate cases, transferring calls to other PSAP's. County will be solely responsible for the acts and omissions, if any, of its employees in the operation of its Public Safety Answering Points and will not hold Municipality liable therefor. Sufficient personnel will be provided by County to handle incoming calls adequately 24 hours per day, every day of the year.
- (c) County will also staff the position of E911 Coordinator with its own employee. The Coordinator will be responsible for working with Liaisons appointed by each Municipality to implement, maintain and enhance the E911 system. The Coordinator will be responsible for directing the efforts of Municipal Liaisons in providing Company with street names and numbers, and emergency services providers for each Municipality including updates of same.

The Coordinator will also schedule all training of PSAP operators, to be conducted by Carousel Industries, on how to operate the E911 equipment and system. County will be solely responsible for the acts and omissions, if any, of its employee, while acting as the E911 coordinator and will not hold Municipality liable therefor.

# 4. System Integrity.

- (a) Municipality shall have the responsibility of discovering all errors, defects and malfunctions and assumes the duty of and will make such tests as, in the judgment of Municipality, are required to determine whether the E911 system is functioning properly at PSAPs. Municipality shall promptly notify County and Carousel Industries in the event the system is not functioning properly.
- (b) County shall have the responsibility of discovering all errors, defects and malfunctions and assumes the duty of and will make such tests as, in the judgment of County, are required to determine whether the E911 system is functioning properly at its PSAPs,

County shall promptly notify Carousel Industries and Municipality in the event the system is not functioning properly.

# 5. Use of 60 Control.

The primary PSAP (Municipality) shall answer the E911 phone lines in the following manner: "Nine-One-One (911) what is the emergency?" If the call is a primary fire or EMS related request and 60-Control (The Westchester County Department of Emergency Services' Emergency Communications Center (ECC)) dispatches local Fire and/or EMS (Ambulance) Service, the primary PSAP will tell the caller to "stay on the line" and immediately transfer the ANI/ALI data and conference the caller to 60 Control or other appropriate secondary PSAP. The primary PSAP may stay on the line to collect and request specific information from the caller if needed. This process will avoid any potential delays in dispatching the appropriate first response, fire or EMS personnel. If a caller is contacting the PSAP via a seven digit (administrative) line and they are calling for a fire or EMS related emergency, the PSAP shall conference the caller with the appropriate secondary PSAP.

- 6. <u>Insurance and Indemnification</u>. In addition to, and not in limitation of the insurance provisions contained in Schedule "B" of this Agreement, the Municipality agrees:
- (a) to indemnify, hold harmless and defend the County against any and all liability, loss, damage, claim, suit or expense of any kind which the County may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the fault, failure, omission or negligence of Municipality to carry out its duties under this Agreement.
- (b) The County agrees to indemnify, hold harmless and defend the Municipality against any and all liability, loss, damage, claim, suit or expense of any kind which the Municipality may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the fault, failure, omission or negligence of the County, its officers, agents and/or employees, including the failure of the County to carry out its duties under this Agreement.
- (c) If a claim or action is made or brought against either party for which the other party may be responsible hereunder in whole or in part, such other party shall be immediately notified and shall be permitted to participate in the handling or defense of such matter.
- (d) Neither party shall be held in any way responsible to the other party for damages to the E911 System or interference with the services provided under this Agreement resulting from acts of God or other acts which are without the direct control of either party.

# 7. **Term.**

This Agreement shall commence on October 1, 2017 and terminate September 30, 2022.

# 8. Offer and Contract Voidable.

- (a) If this Agreement has not been signed by the Municipality at a time when any one of the other municipalities in Schedule "A" should refuse to execute an agreement similar to the one herein, or if the County refuses to execute the above-described agreement with Carousel Industries or Verizon, the County may withdraw its offer to execute the agreement herein with the Municipality. Upon written notification by the County to the Municipality that the County is withdrawing its offer due to one of the reasons described herein, this offer shall immediately become void.
- (b) If this Agreement has been signed by the Municipality prior to a time when any one of the other municipalities in Exhibit "A" should negotiate and execute an agreement similar but modified to the one herein, or if the County refuses to execute the above-described agreement with Carousel Industries, or if the County terminates it's agreement with Carousel Industries, the parties hereto agree that the Municipality shall be given the opportunity to amend this agreement with regard to the modified terms.

# 9. Non-Emergency Communication System.

In the event a non-emergency communication system is implemented and utilized in the County, which system will allow callers to access local public safety departments by dialing a three digit telephone number, the Municipality expressly agrees to participate in such a system and to apply this Agreement to the introduction and operation of the non-emergency communication system.

# 10. Termination.

The County may terminate this Agreement upon thirty (30) days notice to the Municipality. The Municipality may terminate this Agreement, with the prior written consent of the County, upon sixty (60) days notice and a showing by the Municipality that an alternative means is being provided.

# 11. Assignment of Agreement.

This Agreement may not be assigned or transferred by the Municipality without first having obtained written approval thereof by the County.

# 12. Conflicts of Interest.

This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended.

# 13. Independent Contractor.

- (a) The Municipality agrees that it is and at all times shall be deemed an independent contractor and shall not, in any manner whatsoever, by its actions or deeds commit the County to an obligation irrespective of the nature thereof, and Municipality shall not at any time or for any purpose be deemed an employee of the County.
- (b) It is further understood and agreed that no agent, servant or employee of the Municipality shall, at any time or under any circumstances, be deemed to be an agent, servant or employee of the County.

# 14. Entire Agreement.

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

# 15. **Invalidity.**

The parties intend all provisions of this Agreement to be in conformity with the laws of the State of New York and in the event that any court of competent jurisdiction shall rule to the contrary, this entire agreement shall become null and void.

# 16. Applicable Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement in triplicate.

|  | THE COUNTY OF WESTCHESTER                           |
|--|---|
|  | By(Name and Title)                                  |
|  | MUNICIPALITY:                                       |
|  | By(Name and Title)                                  |
| Approved by the Westchester County on the 16 <sup>th</sup> day of October, 2017. | Board of Legislators by Act No. 183 - 2017          |
| Approved by the Board of Acquisitio 22 <sup>nd</sup> day of November, 2017.      | on and Contract of the County of Westchester on the |
| Approved as to form and manner of execution                                      |   |
| A seistant County Attans   | _   |
| Assistant County Attorney Γhe County of Westchester                              |   |

# **ACKNOWLEDGMENT**

| STATE OF NEW YORK              | )                       |  |
|--------------------------------|-------------------------|--|
| COUNTY OF                      | ) ss.:<br>)             |  |
|                                |                         |  |
| On the                         | day of                  | in the year 2018 before me, the                |
| undersigned, personally app    | eared                   | , personally known to me                       |
| or proved to me on the basis   | s of satisfactory evide | nce to be the individual(s) whose name(s) is   |
| (are) subscribed to the within | n instrument and ack    | nowledged to me that he/she/they executed the  |
| same in his/her/their capacit  | y(ies), and that by his | /her/their signature(s) on the instrument, the |
| individual(s), or the person   | upon behalf of which    | the individual(s) acted, executed the          |
| instrument.                    |                         |  |
|                                |                         |  |
|                                |                         |  |
| Date:                          |                         |  |
|                                |                         | Notary Public                                  |

# CERTIFICATE OF AUTHORITY (MUNICIPAL CORPORATION)

| I,  | 7 <b>2</b> 1   |
|---|--|
| (Officer other than offi  | icer signing contract)   |
| certify that I am the   | of   |
|   | (Title)  |
| the(Name of Mu  | unicipal Corporation)  |
| (Name of Me   | interpar corporation)  |
| a corporation duly organized and in good stand (Law under which organized, e.g., the New Yo foregoing agreement; that | ling under the   |
| (Person executing   | g agreement)   |
| who signed said agreement on hehalf of the  |  |
| who signed said agreement on behalf of the  | (Name of Municipal Corporation)  |
| was, at the time of execution   |  |
| (Title  | of such person)  |
| Municipal Corporation by authority of its goves<br>such authority is in full force and effect at the d                | eement was duly signed for and on behalf of said rning board, thereunto duly authorized and that date hereof.  (Signature) |
|   | (Signature)  |
| STATE OF NEW YORK ) ss.:  |  |
| COUNTY OF )   |  |
| Notary Public in and for said State,  |  |
|   | Notary Public Date   |

### SCHEDULE "A"

# E-911 INTERMUNICIPAL AGREEMENTS MUNICIPALITY/FIRE DISTRICT

- 1. ARDSLEY, VILLAGE
- 2. BEDFORD, TOWN
- 3. BRIARCLIFF MANOR, VILLAGE
- 4. BRONXVILLE, VILLAGE
- 5. BUCHANAN, VILLAGE
- 6. CORTLANDT, TOWN
- 7. CROTON-ON-HUDSON, VILLAGE
- 8. DOBBS FERRY, VILLAGE
- 9. EASTCHESTER, TOWN
- 10. ELMSFORD, VILLAGE
- 11. FAIRVIEW FIRE DISTRICT
- 12. GREENBURGH, TOWN
- 13. HARRISON, TOWN
- 14. HARTSDALE FIRE DISTRICT
- 15. HASTINGS-ON-HUDSON, VILLAGE
- 16. IRVINGTON, VILLAGE
- 17. LARCHMONT, VILLAGE
- 18. LEWISBORO, TOWN
- 19. MAMARONECK, TOWN
- 20. MAMARONECK, VILLAGE
- 21. MT. KISCO, VILLAGE
- 22. MT. PLEASANT, TOWN
- 23. MT. VERNON, CITY
- 24. NEW CASTLE, TOWN
- 25. NEW ROCHELLE, CITY
- 26. NORTH CASTLE, TOWN
- 27. NORTH SALEM, TOWN
- 28. SLEEPY HOLLOW, VILLAGE
- 29. OSSINING, TOWN
- 30. OSSINING, VILLAGE
- 31. PEEKSKILL, CITY
- 32. PELHAM MANOR, VILLAGE
- 33. PELHAM, VILLAGE
- 34. PLEASANTVILLE, VILLAGE
- 35. PORT CHESTER, VILLAGE
- 36. POUND RIDGE, TOWN
- 37. RYE, CITY
- 38. RYEBROOK, VILLAGE
- 39. SCARSDALE, VILLAGE
- 40. SOMERS. TOWN
- 41. TARRYTOWN, VILLAGE
- 42. TUCHAHOE, VILLAGE
- 43. WHITE PLAINS, CITY
- 44. YONKERS, CITY
- 45. YORKTOWN, TOWN

### **SCHEDULE "B"**

# STANDARD INSURANCE PROVISIONS (Municipality)

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

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

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

- 2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):
- (a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, the employer must complete affidavit form WC/DB-100 (revised 9/07), sign and notarize the form, and send to the NYS

Workers' Compensation Board for (stamped) approval. The stamped approval (valid for 1 year) should then be provided to the County of Westchester with all other insurance documentation.

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

- (b) Employer's Liability with minimum limit of \$100,000.
- (c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:
  - (i) Premises Operations.
  - (ii) Broad Form Contractual.
  - (iii) Independent Contractor and Sub-Contractor.
  - (iv) Products and Completed Operations.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

- (d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:
  - (i) Owned automobiles.
  - (ii) Hired automobiles.
  - (iii) Non-owned automobiles.
- 3. All policies of the Municipality shall be endorsed to contain the following clauses:
- (a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- (b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.
- (c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

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

# VILLAGE OF BRIARCLIFF MANOR BOARD OF TRUSTEES AGENDA MARCH 14, 2018

# 5. FIRE DEPARTMENT MEMBERSHIP

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approve the Under 18 membership of **Daniel L. Sanchez** to the Scarborough Engine Company.

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approve the membership of **Michael J. Gradlione** to the Briarcliff Fire Company.

# **Briarcliff Manor Fire Department**

1111 Pleasantville Road Briarcliff Manor, NY 10510

Office of the Chief



MICHAEL F. KING, CHIEF PETER J. FULFREE, 1st Asst. Chief VINCENT J. CARUSO, 2nd Asst. Chief

Emergency 911

Chief's Office (914) 941-0879 (914) 944-2758

E-mail: fdchief@briarcliffmanor.org

DATE:

February 7, 2018

TO:

Christine Dennett, Village Clerk

Briarcliff Manor Board of Trustee's

FROM:

Chief Michael F. King – Briarcliff Manor Fire Department

SUBJECT:

NEW MEMBER - Request for Village Approval

Honorable Mayor and Trustees;

Daniel L. Sanchez, born 5/17/2000 and residing at 21 Lafayette Ave, Ossining, New **York**, has applied for membership in the Briarcliff Manor Fire Department

The applicant listed above, has been vetted by the Scarborough Engine Company Membership Committee and determined to meet the criteria set forth by the Briarcliff Manor Fire Department.

FURTHERMORE, the Chief of Department has performed an Arson Background Check on said member who has been found to have NO record of Arson Conviction.

FURTHERMORE, the Chief of Department has met with the Parent(s) of the applicant, who has signed and certified the Consent and Release Form for the Applicant. The Chief of Department Requests that the Village of Briarcliff Board of Trustees approve the application set before you and send such confirmation to **Chiefs Office** at your earliest convenience.

Thank/you for your assistance.

Michael F. King

Chief of Department

2-27-18 Dated



### BRIARCLIFF MANOR FIRE DEPARTMENT

1111 Pleasantville Rd, Briarcliff Manor, NY 10510

### **UNDER 18 NEW APPLICANT**

### PARENTAL CONSENT AND RELEASE FORM

**FOR OFFICE USE** 

MEMBER ID # 3083

We, the parents or legal guardians of <u>Johny So-nchez</u> (hereinafter known as the "applicant") are aware that the applicant wishes to join the Briarcliff Manor Fire Department (hereinafter known as the "Department"). We understand that this signed consent by the parents or legal guardians and the applicant is required as a prerequisite of the applicant's acceptance into membership in the Department because the applicant has not yet attained 18 years of age.

We understand that membership in the Department is an inherently hazardous undertaking.

We understand that the applicant will be required to attend such training courses as are required by the Chief of the Department, and will become familiar with, and adhere to, the bylaws of the department.

We understand that the applicant will be subject to the orders of the Departmental Chiefs and Officers of the company to which the applicant is assigned, both in the firehouse and at all alarms.

We have been provided with and have read and fully understand the Rules and Regulations governing activities permitted for members of the Department that are under 18 years of age.

By signing a copy of this consent and release form, we hereby acknowledge that, pursuant to section 19 of the volunteer firefighters benefit law, the benefits provided by the volunteer firefighters benefit law shall be the exclusive remedy of the applicant, or his or her spouse, parents, dependents, next of kin, executor or administrator, or anyone otherwise entitled to recover damages, at common law or otherwise, for or on account of an injury to the applicant in the line of duty or death resulting from an injury to the applicant in the line of duty, as against the Village of Briarcliff Manor, its employees or agents, and any person or agency acting under governmental or statutory authority in furtherance of the duties or activities in relation to which any such injury resulted.

This consent and release form must be signed by the applicant and parents or guardians of the applicant and all signatures must be notarized.

### SIGNATURES MUST BE WITNESSED BY A NOTARY PUBLIC

| Parent/Guardian 1-PRINT NAME  Mohelig Sanchez | Parent/Guardian 1 - SIGN NAME | 12,17,20,17 |
|---|-------------------------------|-------------|
| Parent/Guardian 2 - PRINT NAME                | Parent/Guardian 2 - SIGN NAME | 120_17      |
| Donny Sonchez                                 | Applicant - SIGN NAME         | 18/17/20/17 |

U18 CONSENT & RELEASE FORM - PAGE 1 OF 2

| APPLICANT NAME: Suncher   | MEMBER ID# 3083   |
|---|---|
|   | Development and a second first below the second          |
| PARENT/GUARDIAN 1   |   |
| (STATE OF NEW YORK )  |   |
| (COUNTY OF WESTCHESTER )ss.:  |   |
| On the Hay of December in the year 20 17, before me the und   | ersigned, personally appeared   |
| individual(s) whose name(s) is (are) subscribed to the within instrument and accepted the same in his/her/their capacity(ies), and that by his/her/their sign or the person on behalf of which the individual(s) acted executed the instrument  | cknowledged to me that he/she/they ature(s) on the instrument, the individual(s)  |
| Stacey Reilly   | _   |
| Notary Public, State of New York No. 01RE6108292  |   |
| Qualified in Dutchess County Notary Public  |   |
| PARENT/GUARDIAN 2   |   |
| (STATE OF NEW YORK )  |   |
| (COUNTY OF WESTCHESTER )ss.:  |   |
| On the day of Records in the year 20 1/7, before me the und personally known to me on the ba individual(s) whose name(s) is (are) subscribed to the within instrument and accepted the same in his/her/their capacity(ies), and that by his/her/their sign or the person on behalf of which the individual(s) acted executed the instrument | sis of satisfactory evidence to be the cknowledged to me that he/she/they ature(s) on the instrument, the individual(s) |
| Stacey Reilly   |   |
| Notary Public, State of New York No. 01RE6108292  Notary Public   |   |
| Qualified in Dutchess County  |   |
| APPLICANT mmission Expires 4174   |   |
| (STATE OF NEW YORK )  |   |
| (COUNTY OF WESTCHESTER )ss.:  |   |
| On the 17 day of December in the year 20 17, before me the und  |   |
| personally known to me on the ba individual(s) whose name(s) is (are) subscribed to the within instrument and ac executed the same in his/her/their capacity(ies), and that by his/her/their sign or the person on behalf of which the individual(s) acted executed the instrument  | cknowledged to me that he/she/they ature(s) on the instrument, the individual(s)  |
| Stacey Relify State of New York   |   |
| Notary Public, State No. 01RE6108292  |   |
| Qualified in Dutchess County  Commission Expires 112126  Notary Public  |   |

U18 CONSENT & RELEASE FORM - PAGE 2 OF 2

# **Briarcliff Manor Fire Department**

1111 Pleasantville Road Briarcliff Manor, NY 10510

Office of the Chief



MICHAEL F. KING, CHIEF PETER J. FULFREE, 1st Asst. Chief VINCENT J. CARUSO, 2nd Asst. Chief

Emergency 911

Chief's Office (914) 941-0879 (914) 944-2758

E-mail: fdchief@briarcliffmanor.org

DATE:

March 6, 2018

TO:

Christine Dennett, Village Clerk

Briarcliff Manor Board of Trustees

FROM:

Chief Michael F. King - Briarcliff Manor Fire Department

SUBJECT:

NEW MEMBER - Request for Village Approval

Honorable Mayor and Trustees;

Michael J. Gradlione, date of birth 07/07/1970 and residing at 31 Maple Road, Briarcliff Manor, New York, has applied for membership in the Briarcliff Manor Fire Department

The applicant listed above, has been vetted by the Briarcliff Fire Company Membership Committee and determined to meet the criteria set forth by the Briarcliff Manor Fire Department.

FURTHERMORE, the Chief of Department has performed an Arson Background Check on said member who has been found to have NO record of Arson Conviction.

The Chief of Department Requests that the Village of Briarcliff Board of Trustee's approve the application set before you and send such confirmation to Chiefs Office at your earliest convenience.

Thank you for your assistance.

Michael F. King

Chief of Department

Village Clerk – Christine Dennett

# VILLAGE OF BRIARCLIFF MANOR BOARD OF TRUSTEES AGENDA MARCH 14, 2018

# 6. SCHEDULING OF ANNUAL ORGANIZATIONAL MEETING AND TENTATIVE BUDGET PUBLIC HEARING

# A. ANNUAL ORGANIZATIONAL MEETING

BE IT RESOLVED, that the Annual Organizational Meeting of the Board of Trustees is hereby scheduled for Wednesday, April 4, 2018 at 7:30 pm.

# **B. 2017-2018 TENTATIVE BUDGET PUBLIC HEARING**

BE IT RESOLVED, that a Public Hearing for the 2018-2019 Tentative Budget is hereby scheduled for Wednesday, April 4, 2018 at 8:00 pm.

Village Board of Trustees Regular Meeting February 7, 2018 8:00 p.m.

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 7<sup>th</sup> of February, 2018 commencing at 8:00 p.m.

### **Present**

Cesare DeRose, Jr. Trustee Mark L. Wilson, Trustee Bryan Zirman, Trustee (Acting Mayor)

# Also Present

Philip Zegarelli, Village Manager Christine Dennett, Village Clerk Daniel Pozin, Village Attorney Clinton Smith, Village Attorney David Turiano, Village Engineer

### **Absent**

Lori A. Sullivan, Mayor Mark Pohar, Deputy Mayor

# Pledge of Allegiance

# <u>Public Hearing to Repeal and Replace Chapter 146 Entitled "Noise" in the Code of the Village of Briarcliff Manor</u>

Acting Mayor Zirman thanked everyone for attending and for the letters and emails that were submitted.

Village Manager Zegarelli explained the Public Hearing process and stated the hearing would be carried forward to at least one other meeting and the record would be held open.

Village Attorney Pozin explained the proposed amendments.

Mr. Bruce Yeager of 450 Central Drive stated he disagreed with leaving current projects out of the new restrictions. He stated he had several issues with wording and asked that there be tighter restrictions on machine usage and inspections, decibel levels and any work on Sundays.

Mr. Eric Nadler of 144 Tuttle Road commended the Board for looking at the law but he did not know why carving out the golf courses was necessary. He stated the Board needed to stand firm and not allow them to work early.

Village Attorney Pozin stated they currently operated at 6:00am and it was allowed under their Special Use Permits.

Mr. Nadler stated they were infringing on their quality of life.

Village Engineer Turiano stated he canvassed other communities and they did not seem to have any regulations on golf courses and noise.

Ms. Audrey Gelfand of 87 Dalmeny Road stated she lived next to the golf course and she could not do work on her property at 6:00am and golf courses should not either. She stated they needed to be held to the same standards.

Ms. Adriana Milano of Colby Lane stated the private carters began picking up garbage between 3:00am and 6:00am Monday through Saturday and it was a large disturbance.

Village Manager Zegarelli stated that was not allowed and he would have the Police Department look into it.

Mr. William Wetzel of 2 Central Drive West stated the draft was a good faith effort but the Club should not be grandfathered in. He stated he was sympathetic to the golf course issue and everything should be done to maintain the Village's peaceful atmosphere.

Mr. Scott Matthews of 265 Long Hill Road stated he lived next to the 4<sup>th</sup> green and he would love the golf course to begin their work later.

Mr. Bill Gorlin of 100 Central Drive suggested the Board think about defining the hours of the golf courses to protect the residents that live adjacent.

Mr. Peter Chatzky of 206 Pine Road commended the Board for looking at the law and stated he found no reference in the Special Use Permit to land care maintenance. He further stated he looked at other communities and they did not seem to have carve outs for golf courses. He stated the Village Code related to Special Use Permits specifically stated they couldn't create a nuisance and further definitions were needed for ordinary maintenance of grounds and man powered equipment. He stated an easy compromise would be to restrict decibel levels.

Ms. Natalie Gorlin of 100 Central Drive stated over 100 homes were impacted by the golf course and they should abide by the Village laws and they shouldn't be allowed to operate that early on any day of the week.

Ms. Mary Nataro of 278 Long Hill Road stated the golf courses should not be allowed to start that early any day and they were affecting their quality of life.

Mr. Bob Blair of 82 Tuttle Road stated there should not be lawn maintenance of Sunday at all and golf courses needed to abide by the rules of the community.

Mr. Gene Kliot of 78 Pine Road stated he lived near the golf course and they were usually accommodating but codifying the time might change that. He read an excerpt from a letter from the Golf Course Superintendents of America and stated their general rule was to keep neighbors happy.

Village Manager Zegarelli stated all emails and letters would be entered into the record.

Mr. Matt Marucci of 72 Poplar Road stated he lived near the 15<sup>th</sup> hole and did not think the golf course start time should be codified.

Mr. Steve Reese of 326 Long Hill Road stated he echoed all the comments related to carving out the golf courses.

Upon motion by Trustee DeRose, seconded by Trustee Wilson, the Board voted unanimously to adjourn the Public Hearing to February 21, 2018 at 8:00pm.

# Village Managers Report by Village Manager Zegarelli

Village Manager Zegarelli gave the FY17-18 Six Month Budget Report.

- The retention was installed on Horsechestnut Road and sidewalks will be installed soon.
- A meeting is scheduled with Con Edison and the Department of Transportation regarding the bridge project.
- 98.8% of Village Taxes have been collected.

# **Public Comments**

There were no public comments.

# **Election Resolution for Annual Village Election 2018**

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

BE IT RESOLVED that the Annual Village Election will be held in the Village of Briarcliff Manor at the Library and Community Center (1 Library Road) in said Village on Tuesday, March 20, 2018 between the hours of 6:00am and 9:00pm during which the polls will be open.

BE IT FURTHER RESOLVED that the polling places for the Village of Briarcliff Manor, will be designated as follows, the Village's Single Election District (Town Voting districts #15, #16, #17, #19, #26, #27 and #29) will vote in the Briarcliff Manor Library and Community Center (1 Library Road).

# **Election Inspectors for Village Election March 20, 2018**

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

BE IT RESOLVED that, Celianne Silverstein, Susan Zetkov-Lubin, Mary Goldberg and Regina Rodriguez are hereby appointed Inspectors of Election for the March 20, 2018 Village Election.

BE IT FURTHER RESOLVED that Celianne Silverstein is hereby designated as Inspector of Election and Chairperson.

BE IT FURTHER RESOLVED that Joyce Perlmutter, Joyce Silverstein, Estelle Kersch and Audrey May June are hereby appointed as Alternate Inspectors of Election.

BE IT FURTHER RESOLVED that the compensation for each Inspector of Election other than the Inspector designated as Chairperson is hereby fixed at Two Hundred and Twenty Five (\$225) dollars per day or prorated to \$14 per hour worked if necessary.

BE IT FURTHER RESOLVED that the compensation for the Inspector of Election that is designated as Chairperson shall be Two Hundred Seventy-Five (\$275) dollars per day.

# **Budget Transfer – Fire Chief Vehicle**

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

BE IT RESOLVED that the Board of Trustees does hereby authorize the following budget transfers for FY 2017-2018:

# **GENERAL FUND**

| From: | A3410.202 | Radio Purchase      | \$2,000  |
|-------|-----------|---------------------|----------|
|       | A3410.211 | General Repair      | \$5,000  |
|       | A3410.226 | Vehicle Maintenance | \$12,000 |
|       | A3410.401 | Advertisement       | \$1,000  |
|       | A3410.440 | Utilities           | \$500    |
| To:   | A3410.201 | Equipment           | \$21,000 |

# **Budget Amendment – Fire Chief Vehicle**

Upon motion by Trustee DeRose, seconded by Trustee Wilson, 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:

# FIRE CHIEF VEHICLE

From: A0909 Unclassified Revenue \$54,000

To: A3410.201 Equipment \$54,000

# <u>Adjournment</u>

Upon motion by Trustee DeRose, seconded by Trustee Wilson, the Board voted unanimously to adjourn the meeting at 9:21pm.

Respectfully Submitted By,

Christine Dennett Village Clerk

Village Board of Trustees Regular Meeting February 21, 2018 8:00 p.m.

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 21<sup>st</sup> of February, 2018 commencing at 8:00 p.m.

### Present

Lori A. Sullivan, Mayor Mark Pohar, Deputy Mayor Mark L. Wilson, Trustee Bryan Zirman, Trustee

# Also Present

Philip Zegarelli, Village Manager Christine Dennett, Village Clerk Daniel Pozin, Village Attorney Clinton Smith, Village Attorney David Turiano, Village Engineer

### **Absent**

Cesare DeRose, Jr. Trustee

### Pledge of Allegiance

# <u>Public Hearing to Repeal and Replace Chapter 146 Entitled "Noise" in the Code of the Village of Briarcliff Manor</u>

Mayor Sullivan thanked Trustees Zirman, Wilson and DeRose for running the last meeting and stated that she and Deputy Mayor Pohar watched the meeting and took notes to stay informed.

Ms. Audrey Gelfand of 87 Dalmeny Road reiterated her concerns about carving out the golf courses and stated they needed to have the same start time as the rest of the community.

Mr. William Wetzel of 2 Central Drive West stated the golf courses should not have a 6:00am start time. He suggested the Board delete the provision exempting the Club from the new ordinance.

Mr. Jeff Allan of 22 Law Road stated he was a 40 year resident and a Pediatric Neurologist. He stated his primary concern was the health of children and noise pollution greatly impacted health and caused a loss of nerve cells in our ears. He suggested the noise levels be lowered, curb lawn activities and volunteered to do fact finding to see how other communities regulated noise.

Mr. Matt Marucci of 72 Poplar Road urged the Board to hold the hearing over to a more optimal time for residents. He stated noise was noise and golf courses should be held to the same standard. He asked the Board to leave the issue alone.

Mayor Sullivan stated the Board did not take any action and was listening to comments to make a more informed decision.

Mr. Stuart Ball of 333 North State Road stated the noise ordinance should be for all Village businesses and the carting company behind him started at 5:30am and went until late at night.

Mr. Robert Benjamin of 106 Cherry Hill Court stated he was getting attacked from all sides with the golf course on one side and the Club on the other. He stated the golf course had parties that went late into the night and the police said they couldn't do anything until 11:00pm. He stated the golf courses should not be catered to.

Mr. Keith Austin of 55 Hawthorn Place stated his property abutted the south end of Pace University and there was a generator running 24 hours a day for weeks. He stated landscapers should not be allowed on Sundays and sometimes the amplification of music from different areas was a nuisance. He stated Special Use Permits were in place for a reason and had renewals to protect residents. He stated the Board should be careful about carving out properties in the ordinance.

Mr. Bruce Yeager of 450 Central Drive stated machinery generated a lot of noise and should be inspected regularly and reviewed. He agreed that landscaping should not occur on Sundays and the grandfathering clause should be removed.

Upon motion by Trustee Wilson, seconded by Deputy Mayor Pohar, the Board voted unanimously to adjourn the Public Hearing to March 21, 2018 at 8:00pm.

# **Board of Trustees Announcements by Deputy Mayor Pohar**

- There were many programs coming up in the Library and Community Center.
- The ice rink remained closed due to warmer weather.
- Applications for Recreation Summer employment were being accepted.
- Platform Tennis permits are available for purchase.
- The Winter Brochure is online.
- Sign up for Recreation News on the Village website.

# Village Managers Report by Village Manager Zegarelli

- The restoration of the Children's Library was remarkable and they hoped for the entire project to be completed by the end of the month.
- The Club would be at March 7th Work Session.

- DPW was starting Spring cleanup.
- Horsechestnut Road was looking great.
- The project on Route 9a/North State was targeted to be done in early May.

Mayor Sullivan stated the difference on Horsechestnut Road was incredible and was all part of the Safe Routes to School Grant.

# **Public Comments**

There were no public comments.

# <u>Amend Master Fee Schedule – Recreation Fees</u>

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

BE IT RESOLVED that the Board of Trustees does hereby amend the Master Fee Schedule for the Village of Briarcliff Manor as follows:

# MASTER FEE SCHEDULE - RECREATION SUMMER FEES 2018

| Program or Type of Permit                   | PROPOSED<br>Resident<br>Fee | OLD<br>FEE | PROPOSED<br>BMSD Fee | OLD<br>FEE | DATE<br>EFFECTIVE | DATE Last<br>Amended |
|---|-----------------------------|------------|----------------------|------------|-------------------|----------------------|
| Summer Day Camp Fees for Out-of-Village, BM | UFSD applica                | nts ren    | nain 25% hig         | her than   | proposed Re       | sident Fees          |
| Tree Camp                                   |                             |            |                      |            |                   |                      |
| Half Day - entire 5 weeks                   | 700                         | 630        | 875                  | 790        | 2/21/2018         | 2/24/2016            |
| Half Day - any 4 weeks                      | 600                         | 540        | 750                  | 675        | 2/21/2018         | 2/24/2016            |
| Half Day - any 3 weeks                      | 490                         | 440        | 615                  | 550        | 2/21/2018         | 2/24/2016            |
| Full Day - entire 5 weeks                   | 1065                        | 960        | 1330                 | 1200       | 2/21/2018         | 2/24/2016            |
| Full Day - any 4 weeks                      | 900                         | 810        | 1125                 | 1015       | 2/21/2018         | 2/24/2016            |
| Full Day - any 3 weeks                      | 725                         | 650        | 910                  | 815        | 2/21/2018         | 2/24/2016            |
| Before Camp Option - Seasonal Rate 5 weeks  | 280                         | 200        | 350                  | 250        | 2/21/2018         | New in 2015          |
| Before Camp Option - any 4 weeks            | 240                         | 160        | 300                  | 200        | 2/21/2018         | New in 2015          |
| Before Camp Option - any 3 weeks            | 180                         | 120        | 225                  | 150        | 2/21/2018         | New in 2015          |
| Extended Day Option - Daily Rate            | 40                          | 30         | 50                   | 38         | 2/21/2018         | 3/6/2013             |
| Extended Day Option - Weekly Rate           | 125                         | 110        | 160                  | 138        | 2/21/2018         | 3/6/2013             |
| Extended Day Option - Seasonal Rate 5 weeks | 400                         | 385        | 500                  | 480        | 2/21/2018         | 3/6/2013             |
| Super Camp                                  |                             |            |                      |            |                   |                      |
| Full Day - entire 5 weeks                   | 1065                        | 960        | 1330                 | 1200       | 2/21/2018         | 2/24/2016            |
| Full Day - any 4 weeks                      | 900                         | 810        | 1125                 | 1015       | 2/21/2018         | 2/24/2016            |

| Full Day - any 3 weeks         | 725  | 650  | 910  | 815  | 2/21/2018 | 2/24/2016 |
|--------------------------------|------|------|------|------|-----------|-----------|
| Camp Adventure                 |      |      |      |      |           |           |
| Full Day - entire 5 weeks      | 1040 | 990  | 1300 | 1235 | 2/21/2018 | 2/24/2016 |
| Full Day - any 4 weeks         | 885  | 840  | 1110 | 1050 | 2/21/2018 | 2/24/2016 |
| Full Day - any 3 weeks         | 715  | 680  | 895  | 850  | 2/21/2018 | 2/24/2016 |
| Camp Horizon                   |      |      |      |      |           |           |
| Half Day Plus - entire 5 weeks | 1155 | 1100 | 1445 | 1375 | 2/21/2018 | 2/24/2016 |
| Half Day Plus - any 4 weeks    | 1000 | 950  | 1250 | 1190 | 2/21/2018 | 2/24/2016 |
| Half Day Plus- any 3 weeks     | 840  | 800  | 1050 | 1000 | 2/21/2018 | 2/24/2016 |

# MASTER FEE SCHEDULE - RECREATION SUMMER FEES 2018

| TYPE OF PERMIT                           | PROPOSED<br>Resident Fee | OLD<br>FEE | PROPOSED<br>BMSD Fee | OLD<br>FEE          | DATE<br>EFFECTIVE | DATE Last<br>Amended |
|--|--------------------------|------------|----------------------|---------------------|-------------------|----------------------|
| Pool & Tennis Permit Fees                |                          |            |                      | West Time Enterties |                   |                      |
| Resident - Seasonal Permits              |                          |            |                      |                     |                   |                      |
| Child Pool                               | 125                      | 115        |                      |                     | 2/21/2018         | 3/6/2013             |
| Child Pool - Day Camp Only               | 100                      | 90         |                      |                     | 2/21/2018         | 3/6/2013             |
| Adult Pool                               | 225                      | 205        |                      |                     | 2/21/2018         | 3/6/2013             |
| Family Pool                              | 510                      | 465        |                      |                     | 2/21/2018         | 3/6/2013             |
| Senior Pool                              | 125                      | 115        |                      |                     | 2/21/2018         | 3/6/2013             |
| Child Combo                              | 180                      | 165        |                      |                     | 2/21/2018         | 3/6/2013             |
| Adult Combo                              | 305                      | 265        |                      |                     | 2/21/2018         | 3/6/2013             |
| Family Combo                             | 700                      | 590        |                      |                     | 2/21/2018         | 3/6/2013             |
| Senior Combo                             | 180                      | 165        |                      |                     | 2/21/2018         | 3/6/2013             |
| Child Tennis                             | 115                      | 105        |                      |                     | 2/21/2018         | 3/6/2013             |
| Adult Tennis                             | 180                      | 165        |                      |                     | 2/21/2018         | 3/6/2013             |
| Family Tennis                            | 425                      | 385        |                      |                     | 2/21/2018         | 3/6/2013             |
| Senior Tennis                            | 115                      | 105        |                      |                     | 2/21/2018         | 3/6/2013             |
| School District - Seasonal Permits       |                          |            |                      |                     |                   |                      |
| Child Pool                               |                          |            | 215                  | 195                 | 2/21/2018         | 3/6/2013             |
| Child Pool - Day Camp Only               |                          |            | 150                  | 135                 | 2/21/2018         | 3/6/2013             |
| Adult Pool                               |                          |            | 365                  | 330                 | 2/21/2018         | 3/6/2013             |
| Family Pool                              |                          |            | 870                  | 790                 | 2/21/2018         | 3/6/2013             |
| Non-Resident Family Pool - limited to 25 |                          |            | 1025                 | 930                 | 2/21/2018         | 2/24/2016            |

| families   |      |     |           |          |           |          |
|--|------|-----|-----------|----------|-----------|----------|
| Senior Pool  |      |     | 215       | 195      | 2/21/2018 | 3/6/2013 |
| Child Combo  | 290  | 265 | 2/21/2018 | 3/6/2013 |           |          |
| Adult Combo  | 450  | 435 | 2/21/2018 | 3/6/2013 |           |          |
| Family Combo   | 1125 | 995 | 2/21/2018 | 3/6/2013 |           |          |
| Senior Combo   | 290  | 265 | 2/21/2018 | 3/6/2013 |           |          |
| Child Tennis - Non-residents eligible at this SD rate  |      |     | 175       | 160      | 2/21/2018 | 3/6/2013 |
| Adult Tennis - Non-residents eligible at this SD rate  |      |     | 235       | 215      | 2/21/2018 | 3/6/2013 |
| Senior Tennis - Non-residents eligible at this SD rate |      |     | 175       | 160      | 2/21/2018 | 3/6/2013 |
| Other Pool & Tennis Fees                               |      |     |           |          |           |          |
| Daily Use ID Permit - Residents                        | 50   | 40  |           |          | 2/21/2018 | 3/6/2013 |
| Daily Use ID Permit - School District Residents        |      |     | 60        | 50       | 2/21/2018 | 3/6/2013 |
| Lifeguard Training                                     | 340  | 300 | 390       | 350      | 2/21/2018 | 3/2/2011 |

# Authorize Village Manager to Execute an Amendment to an Agreement with Westchester County for Snow and Ice Removal from County Roads for 2015-2020

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

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an amendment to a Snow and Ice Agreement with Westchester County for the removal of snow and ice for a period of five years from October 1, 2015 through September 30, 2020, and payment in accordance with Schedule B.

# Fire Department Membership

The Board thanked Mr. Kleiner for volunteering.

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

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approve the membership of **David M. Kleiner** to the Briarcliff Manor Fire Company.

# **Minutes**

Upon motion by Deputy Mayor Pohar, seconded by Trustee Zirman, the Board voted unanimously to approve the minutes of December 20, 2017 and January 16, 2018.

# **Adjournment**

Village Manager Zegarelli stated February 23<sup>rd</sup> was his 9 year anniversary with the Village.

Mayor Sullivan stated the Village was greatly enhanced since he began working.

There will be an Executive Session on February 28, 2018 at 6:30pm. The Club will be at the March 7<sup>th</sup> Work Session and the Noise Ordinance Public Hearing would be continued to March 21<sup>st</sup>. Please sign up for weekly emails to stay informed.

Upon motion by Trustee Wilson, seconded by Deputy Mayor Pohar, the Board voted unanimously to adjourn the meeting at 8:52pm.

Respectfully Submitted By,

Christine Dennett Village Clerk