



**AGENDA**  
**WEDNESDAY MARCH 7, 2018**  
**BOARD OF TRUSTEES**  
VILLAGE OF BRIARCLIFF MANOR, NEW YORK  
REGULAR MEETING – 8:00 PM

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**Pledge of Allegiance**

1. Public Hearing to Renew a Special Use Permit – The American Anglican Church (Holy Innocents)

**Board of Trustees Announcements**

**Village Managers Report**

**Public Comments**

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 Membership
6. Minutes

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

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
MARCH 7, 2018

**1. PUBLIC HEARING, SPECIAL USE PERMIT, AMERICAN ANGLICAN CHURCH (HOLY INNOCENTS)**

BE IT RESOLVED that the Special Use Permit issued to American Anglican Church (Holy Innocents) is hereby renewed subject to the same conditions included in the original Special Use Permit approval dated May 1, 2003.

BE IT FURTHER RESOLVED that the Special Use Permit renewal shall extend to May 1, 2023.

BE IT FURTHER RESOLVED that should the American Anglican Church (Holy Innocents) desire to renew this Special Use Permit for another five year period, commencing in 2023, the Church shall be responsible for requesting the renewal at least sixty (60) days prior to the expiration of the Special Use Permit.

**WHEREAS**, the Planning Board has determined that the site plan modification and the issuance of a Special Use Permit relating thereto does not pose an adverse environmental impact and has issued a negative declaration; and

**WHEREAS**, the Board of Trustees does hereby concur with the environmental findings of the Planning Board; and

**WHEREAS**, the Village Board of Trustees has previously considered said application in relation to Section 4(B) of the Village Zoning Ordinance and finds that the applicant's operations since June 27, 1985, to comply with conditions cited in its original Special Permit resolution of approval, finds that the conditions and standards of Section 4(B), Subsection C of the Zoning Ordinance may continue to be met by a Special Permit granted under the conditions previously set;

**NOW, THEREFORE, BE IT RESOLVED**, that the Village Board of Trustees, does hereby grant a Special Permit to Scarborough Presbyterian Church to continue operating a nonresidential institution, for a period of five years, subject to all previous conditions set in all previous Special Permit approvals, the violation of any of which shall place the Special Permit and its Certificate of Occupancy in jeopardy and subject to revocation by the Village.

**BE IT FURTHER RESOLVED**, that the Board of Trustees does hereby adopt the findings and negative declaration of the Planning Board pursuant to SEQRA.

**BE IT FURTHER RESOLVED**, that this Special Permit is subject to the conditions established in the resolution adopted by the Planning Board dated March 11, 2003.

**BE IT FURTHER RESOLVED**, that the result and intent of this resolution is to continue the entire Scarborough Presbyterian Church under a single Special Permit review, irrespective of any previous claims to nonconformity status, all of which shall operate under the control of a single expiration date, to expire on October 4, 2006, which is five (5) years from the expiration date of the previous permit and the Scarborough Presbyterian Church may apply for a single Special Permit extension on or before this five (5) year increment and obtain the renewal of such permit to the extent deemed feasible by the Village Board of Trustees at the time of review.

**PUBLIC HEARING: Special Use Permit, 680 Albany Post Road**

Rev. John A. Herzog, represented the American Anglican Church Diocese of the Holy Innocents relating to the application for the issuance of a Special Use Permit to operate a place of worship in a residential zone.

Trustee Venditti noted that the Planning Board has recommended that the application be referred to and coordinated with the Town of Mount Pleasant. Village Manager Blau stated that there were parking issues, but the Village has not yet contacted the Town of Mount Pleasant concerning the application. Assistant Village Manager Richards noted that the Town of Mount Pleasant was notified about the application by Public Notice.

Rev. Herzog stated that the property was split between the Village of Briarcliff Manor and the Town of Mount Pleasant. He indicated that the proposed use would remain a residence with an accessory use as a public chapel accommodating no more than 24 parishioners. He noted that there would be two parking areas providing eleven parking spaces; eight parking spaces on the Briarcliff side would be used for public parking and three spaces on the Mount Pleasant side would be used for the Bishop and Clergy.

The Board discussed the parking situation and the need to obtain authorization from the Town of Mount Pleasant concerning the additional parking spaces. Assistant Village Manager Richards stated that the Planning Board would discuss the amount of parking spaces required and any approvals necessary during the site plan review process.

Trustee Venditti noted that the memorandum from the Planning Board indicated that the building would be

used for one service each Sunday at 10:00 a.m. He asked if there was any regulation in the Zoning Code or requirement in the Special Use Permit that requires the service to be completed by a certain time. Rev. Herzog stated that he expected the service to end around 12:00 noon, but he expressed concern with establishing a time limit should they hold a coffee hour or luncheon after the service.

Village Manager Blau noted that the Special Use Permit would allow the residence to be used as a place of worship for one service each Sunday and that it would not include any function beyond that, such as social events. Planning Board Member Nancy Pine noted that the Planning Board issued a recommendation based upon the information submitted by the applicant, which stated that there were no programs, events or functions planned other than Sunday morning religious worship service.

The Board reviewed the information contained in the Planning Board's recommendation and they agreed to define the hours of operation in the resolution from 10:00 a.m. to 2:00 p.m. The Board also agreed that should the applicant desire to amend the usage of the Special Use Permit, the applicant would need to submit a request to the Village.

Rev. Herzog asked if the Village could contact the Town of Mount Pleasant on his behalf. Village Manager Blau stated that it was the responsibility of the applicant to obtain the necessary approval from the Town of Mount Pleasant pertaining to the parking spaces, but he would discuss the matter with the Town of Mount Pleasant should any difficulties arise. The Board agreed that the approval of the Special Use Permit would be contingent upon the applicant providing to the Village proof of approval from the Town of Mount Pleasant by no later than November 1, 2003.

Upon motion by Trustee Wilde, seconded by Trustee Venditti, the Board voted 4-0 to close the Public Hearing.

Upon motion by Trustee Venditti, seconded by Trustee Wilde, the Board voted 4-0 to approve the following resolution as amended:

**WHEREAS**, the Board of Trustees received an application from the American Anglican Church Diocese of the Holy Innocents on July 26, 2002 to utilize the residence at 680 Albany Post Road as a place of worship; and

**WHEREAS**, the Board of Trustees directed the application to the Planning Board for review and recommendation on August 15, 2002; and

**WHEREAS**, the Planning Board conducted a number of public meetings to discuss the issuance of the Special Use Permit for 680 Albany Post Road; and

**WHEREAS**, the Planning Board issued a memorandum on April 11, 2003 recommending that the Board of Trustees grant the Special Use Permit subject to specific conditions; and

**WHEREAS**, the Board of Trustees desires to issue a Special Use Permit pursuant to the recommendations of the Planning Board.

**NOW THEREFORE BE IT RESOLVED**, that a Special Use Permit is hereby issued to the American Anglican Church Diocese of the Holy Innocents for use of the residence at 680 Albany Post Road, Section 4, Plate 31B, Block 26, Lot 9B as a place of worship.

**BE IT FURTHER RESOLVED**, that the use of the residence as a place of worship may occur on Sundays, for one service starting at 10:00 a.m. and end by 2:00 p.m.

**BE IT FURTHER RESOLVED**, that the maximum number of parishioners permitted at the service is twenty-four (24).

**BE IT FURTHER RESOLVED**, that the American Anglican Church Diocese of the Holy Innocents must return to the Planning Board for site plan approval prior to the issuance of a Certificate of Occupancy for the use of the residence as a place of worship.

**BE IT FURTHER RESOLVED**, that this Special Use Permit approval is contingent upon applicant providing to the Village proof of approval from the Town of Mt. Pleasant with respect to the use of at least three parking spaces located in the Town of Mt. Pleasant in connection with the 24 fixed seating referenced in this Special Use Permit application by no later than November 1, 2003.

**BE IT FURTHER RESOLVED**, that no modifications are permitted to the building or site without first obtaining an amended Special Use Permit and site plan approval.

**BE IT FURTHER RESOLVED**, that should the applicant desire to amend this Special Use Permit, the applicant shall submit a written narrative describing in detail the extent and nature of existing and proposed use, events, functions, programs, number and size of services, number of employees, hours of operation, and any other information pertinent to the Special Use Permit amendment.

**BE IT FURTHER RESOLVED**, that this permit shall be valid for a period of five (5) years from May 1, 2003 or the date of this approval, whichever is later and the American Anglican Church Diocese of the Holy Innocents may apply for a Special Use Permit extension on or before this five-year increment and obtain the renewal of such permit to the extent deemed feasible by the Board of Trustees at the time of review, and the violation of any of the conditions included herewith shall place the Special Permit and the Certificate of Occupancy issued pursuant thereto in jeopardy and subject to revocation by the Village.

**PUBLIC HEARING: Amendment to Chapter 195, Taxation: Article II, Senior Citizens Exemption**

Village Manager Blau stated that the State of New York has increased the maximum income level for the Senior Citizen Exemption from real property taxes. He noted the current maximum income level in Village's law is \$20,500 for a 50 percent exemption, and the State has increased the amount to \$21,500. The law provides for a sliding scale, with the percentage of exemption decreasing with an increase in the level of income.

He recommended that the Board include the entire sliding scale in the Village Code, as opposed to strictly the maximum income level, in order to make the information available to the public.

Leonard Feldman, 689 Sleepy Hollow Road, asked why the Village was doing this since the Town Assessor was already using the new rates to calculate Senior Citizen Exemptions. Village Manager Blau stated that the Town Assessor needs permission from the Village to increase the income level for the exemption from Village taxes. He noted that the Senior Citizen Exemption was already on the books and the exemption Mr. Feldman received was most likely based on the old rates. Mayor Chatzky directed the Village Manager to investigate the matter.

Upon motion by Trustee Venditti, seconded by Trustee Smith, the Board voted 4-0 to close the Public Hearing.

Upon motion by Trustee Wilde, seconded by Trustee Venditti, the Board voted 4-0 to approve the following resolution as amended:

**BE IT RESOLVED**, that the Local Law amending Chapter 195, Taxation, Article II, Senior Citizen Exemption, Section 6, Maximum Income Level of the Code of the Village of Briarcliff Manor is hereby amended by changing the Section heading, increasing the maximum income level and providing the entire exemption in the Code.

A Local Law to amend Chapter 195, Taxation, Article II, Senior Citizens Exemption of the Code of the Village of Briarcliff Manor by establishing a new Maximum Income Level in Section 6.

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
MARCH 7, 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.

Sincerely,



Jeffrey A. Robins

cc: Shelley Glick, Director

Place on Agenda

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 7, 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

<b>Increase Expense</b>	<b>Muni Code</b>	<b>Budget Line</b>
\$ 1,000.00	A3120.250	Vests/New Officer Uniforms
<b>Increase Revenue</b>	<b>Muni Code</b>	<b>Budget Line</b>
\$ 1,000.00	A0103.2705	Gifts/Donations

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

  
 Signature of Requesting Department Head

  
 Date Signed

  
 Village Manager Approval

  
 Date Signed

  
 Village Treasurer Approval

  
 Date Signed

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

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
MARCH 7, 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 WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (hereinafter referred to as the “County”)

and

**THE VILLAGE OF BRIARCLIFF MANOR**, a municipal corporation of the State of New York, having an office and place of business at 1111 Pleasantville Road, Briarcliff Manor, New York 10510 (hereinafter referred to as the “Municipality”)

**WITNESSETH:**

**WHEREAS**, the County currently has a contract with Carousel Industries of North America, Inc. (hereinafter referred to as the “Carousel Industries”), for the installation and operation of Enhanced 911 Service equipment; and

**WHEREAS**, the County is currently receiving services from Verizon for the installation and operation of Enhanced 911 Service network (lines and trunks required); and

**WHEREAS**, by Act No. 183 - 2017, the Board of Legislators authorized the County Executive to enter into this Agreement and into similar agreements with 44 other local municipalities for the provision of Enhanced 911 Service for a five (5) year term commencing on October 1, 2017 and continuing through September 30, 2022; and

**WHEREAS**, the governing board of the Municipality by Resolution adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, has likewise authorized this Agreement.

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

1. **Public Safety Answering Points (PSAP’s).**

(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. Insurance and Indemnification.** 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 its 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 Board of Legislators by Act No. 183 - 2017 on the 16<sup>th</sup> day of October, 2017.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 22<sup>nd</sup> day of November, 2017.

Approved as to form and manner of execution

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester

**ACKNOWLEDGMENT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2018 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(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, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of  
(Title)  
the \_\_\_\_\_  
(Name of Municipal Corporation)

a corporation duly organized and in good standing under the \_\_\_\_\_  
(Law under which organized, e.g., the New York Business Corporation Law) named in the  
foregoing agreement; that

\_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the \_\_\_\_\_  
(Name of Municipal Corporation)

was, at the time of execution \_\_\_\_\_  
(Title of such person)

of the Municipal Corporation and that said agreement was duly signed for and on behalf of said  
Municipal Corporation by authority of its governing board, thereunto duly authorized and that  
such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a  
Notary Public in and for said State, \_\_\_\_\_ personally appeared,  
personally known to me or proved to me on the basis of satisfactory evidence to be the officer  
described in and who executed the above certificate, who being by me duly sworn did depose  
and say that he/she resides at \_\_\_\_\_,  
and he/she is an officer of said corporation; that he/she is duly authorized to execute said  
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to  
such authority.

\_\_\_\_\_  
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 7, 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.

# Briarcliff Manor Fire Department

1111 Pleasantville Road  
Briarcliff Manor, NY 10510

Office of the Chief



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

Emergency 911  
Chief's Office (914) 941-0879  
Fax (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;

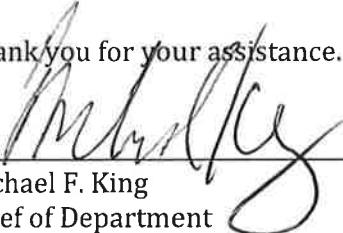
**Daniel L. Sanchez, born 5/17/2000 and residing at 21 Lafayette Ave, Ossining, New York, has applied for membership in the Briarcliff Manor Fire Department**

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

  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Secretary - Scarborough Engine Company

  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Village Clerk - Christine Dennett

  
\_\_\_\_\_  
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 # 3093

We, the parents or legal guardians of Danny Sanchez, (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

Nohelia Sanchez

Parent/Guardian 1 - SIGN NAME

Nohelia Sanchez

12/17/2017

Parent/Guardian 2 - PRINT NAME

Lassandra Sanchez

Parent/Guardian 2 - SIGN NAME

Lassandra Sanchez

12/17/2017

Applicant - PRINT NAME

Danny Sanchez

Applicant - SIGN NAME

Danny Sanchez

12/17/2017

APPLICANT NAME: Sanchez

MEMBER ID# 3083

**PARENT/GUARDIAN 1**

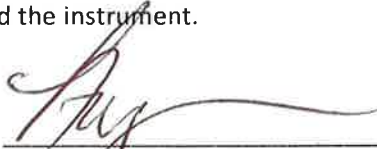
(STATE OF NEW YORK )

(COUNTY OF WESTCHESTER )ss.:

On the 17 day of December in the year 2017, before me the undersigned, personally appeared

Nonelia Sanchez, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted executed the instrument.

Stacey Reilly  
Notary Public, State of New York  
No. 01RE6108292  
Qualified in Dutchess County

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

**PARENT/GUARDIAN 2**

Commission Expires 4/12/20

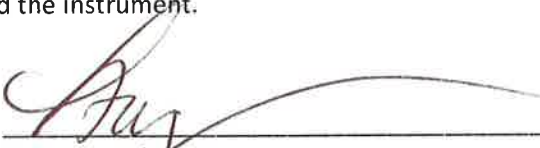
(STATE OF NEW YORK )

(COUNTY OF WESTCHESTER )ss.:

On the 17 day of December in the year 2017, before me the undersigned, personally appeared

Kassandra Imelda Sanchez, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted executed the instrument.

Stacey Reilly  
Notary Public, State of New York  
No. 01RE6108292  
Qualified in Dutchess County

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

**APPLICANT**

Commission Expires 4/12/20

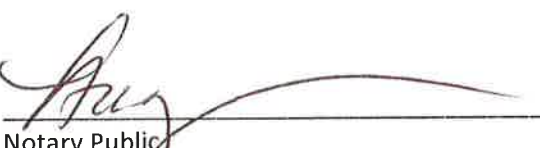
(STATE OF NEW YORK )

(COUNTY OF WESTCHESTER )ss.:

On the 17 day of December in the year 2017, before me the undersigned, personally appeared

Danny Sanchez, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted executed the instrument.

Stacey Reilly  
Notary Public, State of New York  
No. 01RE6108292  
Qualified in Dutchess County  
Commission Expires 4/12/20

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

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**

**Public Hearing to Repeal and Replace Chapter 146 Entitled “Noise” in the Code of the Village of Briarcliff Manor**

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**

<b>From:</b>	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
<b>To:</b>	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

**Adjournment**

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**

**Public Hearing to Repeal and Replace Chapter 146 Entitled “Noise” in the Code of the Village of Briarcliff Manor**

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 7<sup>th</sup> 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.

### Amend Master Fee Schedule – Recreation Fees

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**

<b>Program or Type of Permit</b>	<b>PROPOSED Resident Fee</b>	<b>OLD FEE</b>	<b>PROPOSED BMSD Fee</b>	<b>OLD FEE</b>	<b>DATE EFFECTIVE</b>	<b>DATE Last Amended</b>
<b>Summer Day Camp Fees for Out-of-Village, BMUFSD applicants remain 25% higher than proposed Resident Fees</b>						
<b>Tree Camp</b>						
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
<b>Super Camp</b>						
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
<b>Camp Adventure</b>						
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
<b>Camp Horizon</b>						
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**

<b>TYPE OF PERMIT</b>	<b>PROPOSED Resident Fee</b>	<b>OLD FEE</b>	<b>PROPOSED BMSD Fee</b>	<b>OLD FEE</b>	<b>DATE EFFECTIVE</b>	<b>DATE Last Amended</b>
<b>Pool &amp; Tennis Permit Fees</b>						
<b>Resident - Seasonal Permits</b>						
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
<b>School District - Seasonal Permits</b>						
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