



**AGENDA**  
**WEDNESDAY FEBRUARY 20, 2019**  
**BOARD OF TRUSTEES**  
VILLAGE OF BRIARCLIFF MANOR, NEW YORK  
REGULAR MEETING – 7:30 PM

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**Pledge of Allegiance**

**Board of Trustees Announcements**

**Village Managers Report – 6 Month FY 18-19 Budget Presentation**

**Public Comments**

1. Authorize Village Manager to Execute Agreement - Transfer of Organic Waste for Refuse Disposal
2. Donation from the Friends of the Library
3. Minutes

**NEXT REGULAR BOARD OF TRUSTEES MEETING – WEDNESDAY, MARCH 6, 2019 AT 7:30PM**

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
FEBRUARY 20, 2019

**1. AUTHORIZE VILLAGE MANAGER TO EXECUTE AN AGREEMENT –  
WESTCHESTER COUNTY, ORGANIC REFUSE DISPOSAL**

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an Intermunicipal Agreement with Westchester County for transfer of organic waste for refuse disposal from April 1, 2018 through March 31, 2023.

**DISTRICT MEMBER IMA**

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ 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"), acting on behalf of the Westchester County Refuse Disposal District No. 1 (the "District")

and

\_\_\_\_\_, a municipal corporation of the State of New York having an office and principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Municipality")

**WHEREAS**, in order to divert additional recyclable materials from the waste stream, the County has an Organic Yard Waste Management Program (the "Program") with municipalities within the District; and

**WHEREAS**, the Municipality desires to participate in the Program.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. **Municipality's Responsibilities:**

(a) The Municipality shall collect organic yard waste within its boundaries and transport same to the organic yard waste transfer site (the "Transfer Site") specified in Schedule "A" which is attached hereto and made a part hereof. Organic yard waste shall be limited to grass, leaves, brush and wood waste not to exceed three inches (3") in diameter by four feet (4') in length.

(b) The Municipality, either individually or by agreement with another municipality within the District, shall designate the Transfer Site for such purpose, subject to County approval, and shall take any legally required action necessary to register or receive a permit to operate the Transfer Site. The Municipality shall conduct such site-specific environmental reviews as necessary to comply with the State Environmental Quality Review Act ("SEQRA") and its implementing regulations, coordinating such review with the County as an involved agency. The Municipality shall include with this signed Agreement evidence of its compliance with SEQRA, e.g., a Negative Declaration, a Findings Statement or, in the case of a Type II action, the minutes or a Resolution of the Municipality's governing board including a statement as to its Type II classification. In the event that the Municipality and another municipality enter into an agreement to jointly provide the Transfer Site, that agreement shall be appended to this Agreement.

(c) The Municipality shall negotiate in good faith with any other municipality within the District that wishes to use the Transfer Site, but the Municipality shall not charge a fee

above the tip fee for garbage at the County's Resource Recovery Facility, as such tip fee may be adjusted from time to time. The names of all municipalities using the Transfer Site shall be included in Schedule "A".

(d) The Transfer Site shall be operated in accordance with Schedule "B" which is attached hereto and made a part hereof.

2. **County's Responsibilities:** The County, either directly or through an agent, shall enter into agreements with one or more contractors operating composting facilities for the recycling of organic yard waste collected by the Municipality. The County shall also arrange for transporting yard waste from the Transfer Site to the composting facilities and shall pay for such transportation and disposal costs.

3. **Term:** The term of this Agreement shall commence on April 1, 2018 and terminate on March 31, 2023, unless sooner terminated as hereinafter provided.

4. **Payment:** For the services to be rendered by the County pursuant to Paragraph "2" above, the Municipality shall pay fees to the County in accordance with the fee schedule set forth in Schedule "C" which is attached hereto and made a part hereof. If the Municipality hosts the Transfer Site for use by itself and other municipalities within the District, the Municipality shall be responsible for paying the County for the full quantity of waste hauled from the Transfer Site. Payment shall be made within thirty (30) days of receipt of a bill from the County, by check payable to "Refuse Disposal District No. 1 c/o Westchester County Department of Environmental Facilities". Payment shall be mailed or delivered to the Division of Solid Waste Management, Westchester County Department of Environmental Facilities, 270 North Avenue, New Rochelle, New York 10801.

5. **Reports:** No later than March 1st of each year, the Municipality shall provide a report setting forth the total tons or cubic yardage of organic yard waste collected from each participating municipality using the Transfer Site during the preceding year.

6. **Executory Clause:** This Agreement shall be deemed executory only to the extent of money duly appropriated and made available by the County for the performance of the Program.

7. **Indemnification & Defense:** The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "D", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "D", the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising

directly or indirectly out of the errors, omissions or unlawful or negligent acts hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, such claims, demands or causes of action directly or indirectly arising out of this Agreement, as described in subsection 7(a) above, and to bear all other costs and expenses related thereto.

(c) In the event the Consultant does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Consultant shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

8. **Termination:** This Agreement may be terminated at any time by mutual agreement of the parties or upon thirty (30) days written notice by one party to the other party. In the event that this Agreement is terminated prior to the expiration date set forth in Paragraph 3 above, all fees and payments owing to the County shall be immediately due and payable by the Municipality.

9. **Assignment & Subcontracting:** Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Municipality shall not subcontract any part of its work or duties under this Agreement without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Municipality.

10. **Compliance with Law:** In executing their respective responsibilities under this Agreement, the County and the Municipality shall comply with all applicable federal, state and local laws, rules and regulations.

11. **No Discrimination:** The County and the Municipality shall not discriminate against any person on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status in the performance of this Agreement.

12. **Notices:** All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County:

Deputy Commissioner  
Division of Solid Waste Management  
Department of Environmental Facilities

270 North Avenue  
New Rochelle, New York 10801

with a copy to:

County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To the Municipality:

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or to such other addresses as either party may designate by notice.

13. **No Agency:** Nothing herein contained shall be construed to create a co-partnership between the County and the Municipality or to constitute either party as the agent of the other.

14. **Entire Agreement:** This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

15. **Approval by the County Attorney:** This Agreement shall not be enforceable until executed on behalf of the parties and approved by the Office of the County Attorney.

16. **Counterparts:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

[Intentionally Left Blank]

**IN WITNESS WHEREOF**, the County and the Municipality have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

By \_\_\_\_\_  
Vincent F. Kopicki, P.E.  
Commissioner of Environmental Facilities

**THE MUNICIPALITY**

By \_\_\_\_\_  
(Name and title)

Authorized by Act No. 87-2018 adopted by the Board of Legislators of the County of Westchester on the 18th day of June, 2018.

Approved as to form and  
manner of execution:

\_\_\_\_\_  
Assistant County Attorney  
County of Westchester  
S/Noe/DXF/111485/Organic Waste IMA District Member 2018-2023

**MUNICIPALITY'S ACKNOWLEDGEMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me personally came  
\_\_\_\_\_, to me known, and known to me to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
the municipal corporation described in and which executed the within instrument, who being by me  
duly sworn did depose and say that he/she, the said \_\_\_\_\_ resides at  
\_\_\_\_\_  
and that he/she is \_\_\_\_\_ of said municipal corporation.

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



CERTIFICATE OF AUTHORITY  
(Municipality)

I, \_\_\_\_\_,  
(Officer other than officer signing contract)  
certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the \_\_\_\_\_  
(Law under which organized, e.g., the New York Village Law, Town Law, General  
Municipal Law)

named in the foregoing agreement that \_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution  
\_\_\_\_\_ of the Municipality,  
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its  
\_\_\_\_\_  
(Town Board, Village Board, City Council)

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 WESTCHESTER)

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ whose signature appears above, to me known, and know to  
be the \_\_\_\_\_ of \_\_\_\_\_,  
(title)

the municipal corporation described in and which executed the above certificate, who  
being by me duly sworn did depose and say that he/she, the said \_\_\_\_\_  
resides at \_\_\_\_\_, and  
that he /she is the \_\_\_\_\_ of said municipal  
corporation.  
(title)

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

**SCHEDULE "A"**

**TRANSFER SITE LOCATION AND USERS**

*(to be completed by the Municipality)*

**SITE NAME & ADDRESS:**

**LIST OF CURRENT USERS:**

Note: The Municipality shall conduct such site-specific environmental reviews as necessary to comply with the State Environmental Quality Review Act ("SEQRA") and its implementing regulations, coordinating such review with the County as an involved agency. The Municipality shall include with this signed Agreement evidence of its compliance with SEQRA, e.g., a Negative Declaration, a Findings Statement or, in the case of a Type II action, the minutes or a Resolution of the Municipality's governing board including a statement as to its Type II classification. In the event that the Municipality and another municipality enter into an agreement to *jointly provide* the Transfer Site, that agreement shall be appended to this Agreement.

## SCHEDULE "B"

### **YARD WASTE TRANSFER SITE OPERATIONAL REQUIREMENTS**

**The Host Municipality must:**

Provide a site that is at least 1/2 acre in size and provides adequate space for 110 cubic yard trailers to enter, load and leave.

*Register* the site with the NYS Dept. of Environmental Conservation and conduct site specific environmental reviews as necessary to comply with SEQRA; coordinate such reviews with the County Dept. of Environmental Facilities as an "involved agency".

Provide a front end loader and qualified operator (The Loader must be able to reach 13 feet, 6 inches utilizing either municipally provided ramp or extended arms.)

Make site improvements necessary for this transfer station operation (i.e., a ramp for loading the waste or a loader capable of reaching a height of 13' 6")

Staff the site with municipal personnel at all times between 7 a.m. and 3 p.m.

Operate the site in a "load and go" manner whereby staged yard waste is loaded directly into provided trailers and trailers will immediately leave the site

Be responsible for any damage incurred to transfer trailers during loading

Prohibit and eliminate plastic bags and other contaminants within the organic yard waste (All contaminants, which are any materials other than yard waste as specified herein, and brown paper leaf bags, must be removed by the Municipality prior to loading. All costs related to contaminated loads shall be the responsibility of the host municipality.)

Accept organic yard waste from other District municipalities (Other District municipalities using the site would pay a tip fee to the host municipality as mutually agreed upon, but less than the current garbage tip fee.)

Accept organic waste from landscapers (Host municipalities may charge landscapers a fee for dumping.)

Keep adequate record of volumes delivered by other municipalities (Municipalities wishing to utilize this program but not allow other District municipalities access may do so at a payment equal to the tip fee for garbage.)

Any of these requirements may be modified for individual sites upon mutual agreement of the County and the host municipality.

## SCHEDULE "C"

### FEES

In consideration of the services provided by the County, the Municipality shall pay the County \$17.35 per ton for the period from April 1, 2018 through December 31, 2018. Effective January 1<sup>st</sup> of each year, the Municipality shall pay the County at a rate subject to an annual adjustment factor equal to the percentage change in the All Items Consumer Price Index for all Urban Consumers (1982-84=100) for the New York-Newark-Jersey City, NY-NJ-Pa Metropolitan Statistical Area as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI").

However, if a District host-municipality accepts organic yard waste from a non-District municipality, it shall pay to the County a rate of \$52.36 per ton for such non-District waste, subject to an annual CPI adjustment, which amount represents the County's actual disposal cost plus an administrative fee. To the extent that any non-District member joins the District during the term of this IMA, that municipality shall be entitled to an automatic rate adjustment to allow for the payment of the District rate. The County shall arrange for the transport of the yard waste to composting facilities outside the County

Other District municipalities using the Transfer Site shall pay a tip fee to the host municipality as mutually agreed upon, but in no event may it be higher than the municipal tipping fee for the Resource Recovery Facility, as such fee may be adjusted from time to time. Notwithstanding the above, if the Municipality excludes other municipalities from using the Transfer Site or fails to negotiate in good faith with them for such use, the Municipality shall pay the County at the rate per ton equal to the full annual municipal tipping fee for the Resource Recovery Facility, as such fee may be adjusted from time to time.

## SCHEDULE "D"

### STANDARD INSURANCE PROVISIONS (Municipality)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery 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 Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. 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 the "County of Westchester" and adjusted with the appropriate County personnel.

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 Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, 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 Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any

available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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 Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 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 NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' 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) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. 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.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- 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 and name the "County of Westchester" as additional insured:
  - (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 (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 is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (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  
FEBRUARY 20, 2019

**2. DONATION FROM THE FRIENDS OF THE LIBRARY**

BE IT RESOLVED, that the Board of Trustees hereby accepts a donation in the amount of \$494.89 from the Friends of the Library for the purposes of purchasing hanging devices to display artwork at the Library.

Increase Revenue – Gifts  
(L0108.2705) by \$494.89

Increase Expenses – Special Matching Expenses  
(L7410.206) by \$494.89



# BUDGET AMENDMENT REQUEST FORM 2018/2019

Increase Expense	Muni Code	Budget Line
\$ 494.89	L7410.206	Special Matching Expenses
Increase Revenue	Muni Code	Budget Line
\$ 494.89	L0108.2705	Special Revenue, Gifts, Donations

Reason for Amendment Request: Increase rev/exp for a Gift from the Friends of the Library for an Art Hanging System.

*Attached*

Signature of Requesting Department Head

*R. Zogew*

Date Signed

*15 Feb*

Village Manager Approval

*E. J. Alt*

Date Signed

*2/15/19*

Village Treasurer Approval

Date Signed

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



THE BRIARCLIFF MANOR PUBLIC LIBRARY • 1 Library Road • Briarcliff Manor, NY 10510

To: Ed Ritter

From: Donna Pesce

Date: January 29, 2019

Re: Art hanging display system.

Please accept this check for \$494.89 from The Friends of the Briarcliff Manor Library for the purchase of hanging devices for the display of more artwork in the library. The invoice from the vendor is attached. The Library Board has approved the purchase.

Please deposit the check info L0108.2705 Special Revenue, Gifts, and Donations. We will pay the invoice out of Special Matching Expenses L7410.206.

Thank you,

# Walker Display, Inc.

4000 Airpark Blvd  
Duluth, MN 55811

email: [wdinc@walkerdisplay.com](mailto:wdinc@walkerdisplay.com)  
Phone: 218-624-8990

# Quote

Date	Quote #
1/16/2019	6069

Name / Address
BRIARCLIFF MANOR PUBLIC LIBRARY ENRICA GOE 1 LIBRARY ROAD BRIARCLIFF MANOR NY 10510

Ship To
BRIARCLIFF MANOR PUBLIC LIBRARY ENRICA GOE 1 LIBRARY ROAD BRIARCLIFF MANOR, NY 10510

Requested by	Rep	Customer Phone	Taxable?	Customer E-mail
		914 941-7072		<a href="mailto:egoe@briarcliffmanor.org">egoe@briarcliffmanor.org</a>

Qty	Item	Description	Total
		*****UPDATED QUOTE	
10	565-4	FIBERGLASS ROD, BRONZE, 4'	69.90T
1	575P	LOCK-ON RD SLV, BRONZE, 10 PACK	50.00T
3	363P	HI-HOLDER, 10 PACK	180.00T
3	333-54P	LONG HOLDER, 1/2", (10 PACK) PLEASE SPECIFY SIZE, 1/2" LISTED FOR THE QUOTE	150.00T
	DELIVERY	DELIVERY CHARGES	44.99T

<b>PRICES VALID FOR 60 DAYS</b>		<b>Taxable Amount</b>	\$494.89
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	<b>\$494.89</b>

Village Board of Trustees  
Regular Meeting  
February 6, 2019  
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 6<sup>th</sup> of February, 2019 commencing at 8:00 p.m.

**Present**

Cesare DeRose, Jr. Deputy Mayor/Acting Mayor  
Kevin Hunt, Trustee  
Mark L. Wilson, Trustee  
Bryan Zirman, Trustee

**Also Present**

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

**Absent**

Lori A. Sullivan, Mayor

**Pledge of Allegiance**

**Board of Trustees Announcements by Trustee Wilson**

- The Library has many upcoming events and the Winter/Spring Brochure is available. Visit the website for more information.
- The Fire Department wants to remind everyone to make sure your generators are serviced and used in well ventilated areas. Please check your carbon monoxide detectors and don't store fuel containers in your house.
- The Law Park Ice Rink is reliant upon cold weather. Permits for the last two years will be honored.
- Summer Employment Applications are now being accepted.
- Platform Tennis Season has begun. Get your permits and enjoy the cool weather sport!
- All residents are encouraged to visit the Village website and sign up for weekly updates from the Village Manager.

**Village Managers Report by Village Manager Zegarelli**

- The Pocantico River Bridge work is furloughed until the Spring.

- Con Edison is doing gas main work in the Willow and Locust Road areas beginning next week.
- The railing repairs on the bridge over Route 9A and Route 100 will be put out to bid in the winter of 2019 for an early 2020 start.
- The sidewalk in front of CSI will be completed in spring of 2019.
- The owners of 600 Albany Post Road are sponsoring an open forum event to get resident input on February 26<sup>th</sup> at the Scarborough Presbyterian Church.
- There is a lot of icing on Village roadways due to the saturation of the soil. Public Works is continually salting. Please report any issues or if you see water gurgling.
- The new website will be up and running by February 22<sup>nd</sup>.
- The Westchester County Mobile Shredder will be here on Saturday, February 23<sup>rd</sup> from 10am-1pm.
- The next regular meeting of the Board of Trustees will be on February 20<sup>th</sup>.

### **Public Comments**

Mr. Bruce Yeager of 450 Central Drive asked what caused the flooding at the Borho property by Scarborough Station. He stated The Club was on the cusp of opening its doors and urged the Board of Trustees to evaluate their compliance and have a third party assist with the review.

Village Engineer Turiano stated a third party (Chazen Engineering) was in place and will assist. He stated there was a list of compliance items that was already prepared and given to The Club.

Mr. Ryan Kane of 100 Lodge Road echoed Mr. Yeager's comments. He stated it was hard to understand what the actual screening was supposed to be and the structure was currently very visible and affected their property value. He requested a third party review the exterior compliance and further requested a supplemental impact study be done.

Village Engineer Turiano stated the 2008 Site Plan detailed everything and anyone was welcome to come and review it with him as they had done in the past.

### **Acceptance of Donations**

The Board thanked the Friends of the Library and Village Manager Zegarelli for their donations.

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

BE IT RESOLVED, that the Board of Trustees hereby accepts a donation in the amount of \$419.53 from the Friends of the Library for the purposes of purchasing an iPad.

Increase Revenue – Gifts  
(L0108.2705) by \$419.53

Increase Expenses – Special Matching Expenses  
(L7410.206) by \$419.53

BE IT RESOLVED, that the Board of Trustees hereby accepts a donation in the amount of \$204.01 from the Philip E. Zegarelli for the purposes of purchasing artwork for the Library.

Increase Revenue – Gifts  
(L0108.2705) by \$204.01

Increase Expenses – Special Matching Expenses  
(L7410.206) by \$204.01

### **Fire Department Memberships**

The Board thanked the new members for volunteering and further thanked all volunteers in the Village.

Upon motion by Trustee Hunt, seconded by Trustee Zirman, 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 **Dakota Keller** to the Briarcliff Manor Hook and Ladder Company.

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approve the membership of **Pamela Ortiz-Sassano** to the Scarborough Engine Company.

### **Election Resolutions for Annual Village Election 2019**

#### **Establishing Polling Place Location and Hours**

Upon motion by Trustee Wilson, seconded by Trustee Zirman, 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 19, 2019 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 19, 2019**

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

BE IT RESOLVED that, Celianne Silverstein, Susan Zetkov-Lubin, Mary Goldberg and Estelle Kersch are hereby appointed Inspectors of Election for the March 19, 2019 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, 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.

**Minutes**

Upon motion by Trustee Zirman, seconded by Trustee Wilson, the Board voted unanimously to approve the minutes of January 2, 2019.

**Adjournment**

Upon motion by Trustee Zirman, seconded by Trustee Wilson, the Board voted unanimously to adjourn the meeting at 8:10pm.

Respectfully Submitted By,

Christine Dennett  
Village Clerk