



AGENDA
TUESDAY JANUARY 6, 2026
BOARD OF TRUSTEES
WILLIAM J. VESCIO COMMUNITY CENTER
1 LIBRARY ROAD
REGULAR MEETING – 7:30 PM

For those members of the public interested in viewing and/or participating in the meeting remotely, visit <https://www.briarcliffmanor.gov/Calendar.aspx?EID=1366>

Pledge of Allegiance

1. Continued Public Hearings
 - a) A Local Law to Establish Chapter 220-21.C Downtown Adjacent Planned Unit Development Districts “PUD”
 - b) 235 Elm Road - Renaissance Briarcliff Manor 235 Elm Road – Rose Enterprises Group, Inc. Renaissance Briarcliff Manor–Preliminary Planned Unit Development approval (“Preliminary PUD Approval”) pursuant to the proposed §220-21.C of the proposed draft legislation

Board of Trustees Announcements

Village Manager’s Report

Committee Reports – Environmental Advisory Council Update

Public Comments

2. Amend Master Fee Schedule – Recreation Fees
3. Authorize Village Manager to Execute an Agreement with Westchester County Department of Transportation Snow and Ice Agreement for 2025-2030
4. Fire Department Memberships
5. Minutes

NEXT REGULAR BOARD OF TRUSTEES MEETING – TUESDAY, JANUARY 20, 2026

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JANUARY 6, 2026

- 1a. CONTINUED PUBLIC HEARING FOR A LOCAL LAW TO ESTABLISH
CHAPTER 220-21.C DOWNTOWN ADJACENT PLANNED UNIT
DEVELOPMENT DISTRICTS “PUD”

RESOLUTION PROVIDED IN THE EVENT THE BOARD WISHES TO ADOPT

LOCAL LAW ADOPTION

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby adopts Local Law No. 1 of 2026, entitled “A Local Law to Establish Chapter 220-21.C Downtown Adjacent Planned Unit Development Districts “PUD” of the Code of the Village of Briarcliff Manor.”

Chapter 220. Zoning

§ 220-21.C2 Downtown Adjacent Planned Unit Development Districts.

(1)A. Legislative Purpose

The Village of Briarcliff Manor hereby finds and determines that:

(a)1. When coordinated with the municipal comprehensive plan, planned unit development can be an effective tool for guiding development to locations proximate to the Village's downtown in ways that support community goals and priorities.

(2b). Planned unit development provides a means by which different land uses within an area covered by a single development plan may be combined to achieve compatibility among such uses. Unattainable with traditional municipal zoning techniques, planned unit development provides flexibility in the regulation of land use development in order to:

- [1] encourage innovation in land use variety and design, in the layout and type of new structures and in their integration with existing structures;
- [2] enhance efficiency in the use of land, natural resources, energy, community services and utilities;
- [3] encourage open space preservation and protection of natural resources, historic sites and structures;
- [4] facilitate the provision of housing and improved residential environments;
- [5] enhance the ability of municipalities to promote business and employment opportunities within the downtown; and
- [6] protect and enhance consistency with community character and support implementation of the Comprehensive Plan.

(2)B. Definitions

As used in this Chapter:

Planned unit development means a site upon which residential uses, consisting of a range of housing options, including single-family, duplex, triplex, fourplex, townhomes, and multifamily dwellings, or community facilities, may be authorized in a flexible manner so as to achieve the goals of the municipal comprehensive plan and to support revitalization of the Village's downtown.

Planned unit development district means an independent, freestanding zoning district, wherein the zoning regulations need not be uniform for each class or type of land use, but where the use of land shall be in accordance with a preliminary planned unit development plan approved by the legislative body.

Preliminary planned unit development plan (or Concept Plan) means a proposal for a planned unit development prepared in a manner prescribed by local regulation showing the layout of the proposed project including, but not limited to, maps, plans, or drawings relating to proposed land uses, approximate location and dimensions of buildings, all proposed facilities, including preliminary plans and profiles, at

suitable scale and in such detail as is required by local regulation; architectural features, lot sizes, setbacks, height limits, buffers, screening, open space areas, lighting, signage, landscaping, parking and loading, traffic circulation, protection of natural resources, public or private amenities, adjacent land uses and physical features, and such other elements as may be required by local regulation.

Preliminary planned unit development plan approval means the approval with conditions, if any, of the layout of a proposed planned unit development as set forth in a preliminary plan and the simultaneous amendment of the Zoning law by the Village Board of Trustees to create and map a planned unit development district encompassing the preliminary plan; subject to the approval of the plan in final form pursuant to the provisions of this chapter.

Final planned unit development plan means an approved final planned unit development plan prepared at such additional detail, in conformance with Chapter 220-14B.(1)-(13) and submitted to the Planning Board and showing information as is required by local regulation, and the modifications, if any, required by the Village Board of Trustees at the time of approval of the preliminary planned unit development plan, if such preliminary plan has been so approved.

Final planned unit development plan approval means the signing of a final plan by a duly authorized officer of the authorized board or body pursuant to a resolution granting final approval to the plan or after conditions, if any, specified in said resolution granting conditional approval of the plan as completed. Such final approval qualifies the plan for filing in the office of the clerk as provided herein.

(3)C. Authority

In addition to any other powers and authority to plan and regulate by zoning, the Village of Briarcliff Manor hereby enacts requirements for the review of planned unit development plans and the establishment and simultaneous mapping of planned unit development districts pursuant to the provisions of this chapter.

(4)D. General Regulations

(a)1- A Downtown Adjacent planned unit development district may be mapped on the Village's official zoning map by the adoption of a local law by the Village Board of Trustees, simultaneously with approval of a preliminary planned unit development plan (concept plan).

(b)2- In the planned unit development district, land and buildings may be used for any lawful purposes, as determined by the Village Board of Trustees in the course of its review of the applicable preliminary and final planned unit development plans, and subject to the limitations and procedures of this article. No building or structure shall be erected, nor shall any land, building, or structure be used in any planned unit development district until approval of a final planned unit development plan is issued by the Village Board of Trustees. No uses, buildings, or structures which deviate from the approved final planned unit development plan. Such deviation would require an amendment to the final planned unit development plan. The approval of a final planned unit development plan establishes the zoning regulations for the subject property, and building permits shall not be issued unless the building plans are in conformity with the final planned unit development plan.

(c)3- Unless waived or modified by the Village Board of Trustees during the review process, properties eligible to be mapped with a Downtown Adjacent planned unit development district shall meet the following locational criteria:

- [1] Has frontage within 0.75 miles of the CB1 district.
- [2] Be comprised of at least thirty (30) contiguous acres.
- [3] Have direct pedestrian access (i.e. existing sidewalk connection) to downtown Briarcliff Manor (CB1 district) to ensure that the potential development is walkable to local businesses and community facilities.
- [4] Parcels containing previously designated parkland or conservation easements are not eligible for inclusion in the planned unit development district.

(d)4- A Downtown Adjacent planned unit development district shall meet the following dimensional criteria:

- [1] All single-family (attached or detached) residential housing units shall have a maximum height limit of 35 feet, however, the Board of Trustees shall have the discretion to increase the height measurement to 45 feet based upon topographic conditions and grading.
- [2] All multifamily residential, community facility, or mixed-use buildings containing a combination thereof, shall have a maximum height of 45 feet.
- [3] A maximum impervious surface coverage of 45%, including all buildings, roads, sidewalks, driveways, paved walkways, and other impervious surfaces.

(e)5- One of the Village's primary goals in authorizing planned unit development is the preservation of open space. For residential development, a minimum of twenty (20) percent of the site shall be used as interconnected open space. Open space may include conservation areas, public plazas and parks, landscaped areas, public trailways and walkways, public recreation areas, and walkways. Parking areas, vehicle access facilities, and private recreation and yard areas shall not be considered in calculating open space.

(f)6- The applicant shall provide for and establish a perpetual organization for the ownership and maintenance of any common property in the planned unit development district, pursuant to the requirements of section 10. below. Such organization, which shall be established prior to any permits being issued, shall not dispose of any common property by sale or otherwise except to dedicate such property to the village for public use, but nothing in this code shall require such dedication nor require the village to accept any dedication of land. Where common ownership of common property is not provided, ownership by a perpetual organization shall not be required where the Board of Trustees deems that subdivided single-family lots may be harmoniously integrated into the adjoining zoning district(s).

~~(g)7.~~ At the time of application, preliminary planned unit development plan approval, and final planned unit development plan approval, through the completion of construction of all improvements, ownership and/or control of the development shall be in the hands of one entity and/or its contract vendee, except that for each phase, if a project is done in phases, properties may be sold for completed phases, provided single control shall be maintained over each phase until the final planned unit development plan is approved and construction completed.

~~(h)8.~~ *Compliance with the New York State Environmental Quality Review Act ("SEQRA").* During its review and prior to the approval of a preliminary planned unit development plan pursuant to this article, the Village Board of Trustees shall comply with the provisions of SEQRA. For purposes of undertaking the required SEQRA review, a Downtown Adjacent planned unit development shall be deemed a Type I Action, an action or project more likely to require the preparation of an EIS than Unlisted Actions, under SEQRA and a full Environmental Assessment Form shall be used to determine the significance of such actions.

~~(i)9.~~ *Coordination with subdivision regulations and site plan requirements.*

- [1] *Subdivision review.* If the applicant proposes the sale of lots as part of the planned unit development, the subdivision review will be carried out simultaneously with the review of the preliminary planned unit development plan, and the subdivision review conducted in any planned unit development district shall be conducted by the Village Board of Trustees.
- [2] ~~b.~~ *Preliminary and final plats.* The plans required under this article must be submitted in a form that will satisfy, when applicable, requirements for preliminary and final plats as set forth in Chapter 190 Subdivision of land.
- [3] ~~c.~~ *Flexibility of subdivision standards.* The Village Board of Trustees may approve projects varying from the village's subdivision requirements as part of a planned unit development plan without the planned development plan obtaining variances from the Zoning Board of Appeals.
- [4] ~~d.~~ Where all or part of a planned unit development would otherwise require site plan approval, the final planned unit development plan shall serve as the site plan to be prepared in conformance with Chapter 220-14B.(1) – (13), and no further compliance with the village site plan regulations is required. Any conflicts between this chapter and any other section within Chapter 220 shall be resolved in favor of this chapter.

~~(j)10.~~ *Management agreement or homeowners' association.* In the event there is more than a single owner of the premises within the planned unit development district (other than the owners of leasehold interests), no lot or dwelling unit in the planned unit development district shall be sold, rented, or issued a certificate of occupancy unless a corporation, association, property owners' group or similar entity has been formed with the right to assess all those properties which are jointly owned with interests in the common areas and facilities in the development to meet the expenses of such entity, and with authority to control, and the duty to maintain all of said mutually available features of the development. Such entity shall operate under recorded conditions, covenants and restrictions which shall include compulsory membership of all owners of lots and/or dwelling units, and flexibility of assessments to meet changing costs of maintenance, repairs and services. If there is no common ownership of facilities and areas available for use by all tenants, the single fee owner shall be required to satisfy this requirement by the recording of covenants placing the obligations upon the owner of the common property or other entity. The applicant shall submit evidence of compliance with this requirement, including the written notice of said agreement or association to be provided to renters or purchasers, prior to making any such sale or rental.

(5)E. Application requirements and review procedures.

(a)1. Application requirements. Applications for preliminary planned unit development plan approval shall include:

- [1] ~~a.~~ Name of applicant(s) and address of the site (street and number, tax map block and section).
- [2] ~~b.~~ Affidavit of ownership.
- [3] ~~c.~~ Full environmental assessment form, part 1.
- [4] ~~d.~~ Boundary and topographical survey of the property by a licensed engineer or land surveyor.
- [5] ~~e.~~ A vicinity map at approximately one-inch equals one thousand feet or five hundred feet (1" = 1,000' or 500'), along with a site-specific data list that includes: site address, acreage (net and gross), current zoning, existing land uses, and proposed land uses.
- [6] ~~f.~~ A proposed site plan at a standard scale, showing intended site development and uses, all public and private streets, proposed structures and improvements, parking areas, open space, drainage improvements, and recreational features.
- [7] ~~g.~~ Typical lot layouts showing house, garage, and driveway configurations, to scale, demonstrating proposed setbacks for the proposed project.
- [8] ~~h.~~ A grading plan.
- [9] ~~i.~~ Sample elevations and details of all proposed dwelling units, commercial buildings, fencing and screening walls, recreational improvements; street furniture and dumpster areas; all proposed signage and entrance treatments (to scale, with dimension callouts and proposed materials); and details of all proposed landscaping and lighting.
- [10] ~~j.~~ A traffic impact analysis to indicate the trip generations from the project and any potential impacts that may occur on the surrounding road network. The analysis should discuss any possible mitigation measures that may be required. The traffic analysis should also demonstrate that adequate onsite parking shall be provided and shall be in general conformance with the parking regulations provided for in other sections of the village code, unless changes are warranted by the particular characteristics of the proposed planned unit development plan. Adequate additional onsite parking space for guests, customers, the handicapped, recreational vehicles, and other common storage and/or parking uses shall be demonstrated. This analysis shall also include a discussion of any pedestrian and bicycle improvements proposed and linkages to the Village's downtown. Upon review of the impact analysis, the Village Board of Trustees may require that a traffic impact study be performed with the scope of the report to be determined by the Village Board of Trustees and its engineering consultant.
- [11] ~~k.~~ Proposed number of buildings, dwelling units, and gross floor area of each building.
- [12] ~~l.~~ A stormwater management analysis, consistent with Chapter 186, that describes the existing runoff and hydrology of the project site and the impacts of the proposed project. The analysis should contain a description of how the runoff will be collected, treated and controlled in accordance with local and state requirements. Emphasis should be placed on the reuse of stormwater on site for irrigation and other uses of green infrastructure. Upon review of the impact analysis, the Village Board of Trustees may require a stormwater management report containing, as a minimum, hydraulic computations, analysis and

mitigation measures; additional scope of the report to be determined by the Village Board of Trustees and its engineering consultant.

[13] ~~m.~~ Proposed front, side, and rear yard setbacks, and building heights.

[14] ~~n.~~ Design requirements including requirements for streets, alleys, streetscape, public open space, setbacks, build-to lines, access points, parking and buffering.

[15] ~~o.~~ Number of employees (if applicable).

[16] ~~p.~~ Proposed public utilities concept plan, including water supply, wastewater disposal, and storm drainage facilities to be constructed.

[17] ~~q.~~ Site coverage statistics (building coverage, paved areas, green area, by percentage of site and square footage).

[18] ~~r.~~ Identification of which services, amenities, streets, and utilities will be public or private.

[19] ~~s.~~ Anticipated impact on services (quantify and discuss impacts): traffic, sewer, water, solid waste, police, fire, EMS, and school district.

[20] ~~t.~~ A schedule for the completion of buildings, public and private facilities, and site improvements.

~~u.~~

[21] ~~v.~~ Any other information that the Village Board of Trustees or Planning Board may deem necessary for their review of the project.

(b)2. *Preliminary planned unit development plan review procedures.* The procedure for the review of a preliminary planned unit development plan shall be as follows:

[1] ~~a.~~ Applicants may request a pre-application meeting with village officials to review proposed planned unit development concept plans.

[2] ~~b.~~ The owner of the land (or agent/contract vendee thereof, hereafter referred to as the "owner") shall apply in writing to the Village Board of Trustees for a rezoning to create a planned unit development district and preliminary planned unit development approval. Said application shall include, as determined by the Building Department, multiple copies (both hardcopies and an electronic file) of the application materials described in subsection E.1. above. One copy, and all supplemental material received, shall be kept in the Village Clerk's office for public review.

[3] ~~c.~~ Upon confirmation from the Village Clerk that all materials have been submitted and fees have been paid, relevant village staff (including the Village Engineer, Building Inspector, Village Counsel, and others) and village advisers shall review the application for completeness, and if substantially and adequately complete as determined by the Village Engineer, or upon receiving the additional information necessary to make the application substantially and adequately complete, refer the application to the Village Board of Trustees for review and to the Planning Board for related comments, if any. The Village Board of Trustees may, at any time, determine within its sole discretion that the proposed planned unit development plan is not in accordance with the goals and plans of the village or otherwise not in the public interest, and deny the application without further review.

[4] ~~d.~~ If continuing with the application and upon determination of a complete application, the Applicant shall present the preliminary planned unit development plan at a regular meeting of the Village Board of Trustees.

[5] e. If applicable, a full copy of the application materials, including a copy of the application and EAF, shall be forwarded to the Westchester County Department of Environment and Planning in accordance with the General Municipal Law.

[6] e. Upon referral, the Planning Board shall review the application with the Applicant at a regular meeting of the Planning Board to determine in consultation with Village Consultants if it meets the standards of this article. The Planning Board may recommend to the Village Board of Trustees amendments to the preliminary planned unit development plan as are deemed reasonably necessary to protect natural resources, limit impacts, protect the established or permitted uses in the vicinity and to promote the orderly growth and sound development of the Village's downtown adjacent areas.

[7] f. In making its recommendation on the proposed development and changes, if any, the Planning Board shall consider the following factors:

- i. The need for the proposed land use in the proposed location.
- ii. The existing character of the neighborhood in which the uses will be located.
- iii. The pedestrian circulation and open space in relation to structures.
- iv. The traffic circulation features within the site and the amount, location and access to automobile parking areas; the impact of the proposal on existing transportation systems.
- v. The adequacy of the proposed public/private utilities, including water supply, sewage treatment and stormwater drainage facilities.
- vi. The height and bulk of buildings and their relation to other structures in the vicinity.
- vii. The proposed location, type and size of display signs, driveways and/or loading zones and landscaping.
- viii. The safeguards provided to minimize possible detrimental effects of the proposed use on adjacent properties and the neighborhood in general.
- ix. Impacts on the neighborhood, including preservation of resources, open space, and recreational activities.
- x. Conformance with the Village's Comprehensive Plan.
- xi. Such other site plan matters as the Planning Board may consider pertinent.

[8] g. As part of the preliminary planned unit development review, the Village Board of Trustees shall prepare a proposed local law for the creation of a Downtown Adjacent planned unit development district. The proposed local law shall follow the format of a model law provided by the Village Board of Trustees, and any recommendations of the Planning Board may then be incorporated into the proposed local law by the Village Board of Trustees.

[9] ~~h-~~ The Planning Board shall recommend approval, approval with modifications or conditions, or disapproval of the application, and shall make its recommendation to the Village Board of Trustees within sixty-two (62) days after referral to the Planning Board, unless mutually extended by the applicant and the Planning Board.

[10] ~~i-~~ The Village Board of Trustees shall refer the preliminary planned unit development plan to the Village Architectural Review Advisory Board (ARAC) for review consistent with the regulations set forth in Village Code Chapter 5 and design criteria outlined in sub-section 5-8.B.

[11] ~~i-~~ The Village Board of Trustees shall hold a public hearing on the proposed rezoning (draft local law) and preliminary planned unit development plan with public notice as provided by law as in the case of an amendment to a zoning law. The Village Board of Trustees, in reaching its decision on the proposal, should consider the standards of this section, and any other factors it deems reasonable.

[12] ~~j-~~ Upon receipt of the Planning Board's recommendation, or sixty-two (62) days after referring the application to the Planning Board or close of the public hearing, whichever is later, the Village Board of Trustees ~~may shall~~ act on the application by approving, approving with conditions, or disapproving the application. The Village Board of Trustees may attach to its approval any additional conditions or requirements it feels are necessary to fully protect the public health, safety, and welfare of the community.

[13] ~~k-~~ Any conditions imposed by the Village Board of Trustees shall run with the land and shall not lapse or be waived as a result of any subsequent change in the tenancy or ownership of any or all of said area.

[14] ~~l-~~ If the Village Board of Trustees denies the application, it shall state its reasons in writing.

[15] ~~m-~~ If one year from the date of a preliminary planned unit development plan approval a final planned unit development plan approval has not been received, or if after one year from date of a final planned unit development plan approval substantial site work has not begun, the approvals given under the terms of this local law shall terminate. However, the applicant may, for valid reasons, request an extension of time from the Village Board of Trustees from these deadlines, which may be granted in the sole discretion of the Village Board of Trustees.

(c)3- *Final planned unit development plans and issuance of permits.* The procedure for the review of a final planned unit development plans and permits shall be as follows:

[1] ~~a-~~ *Final planned unit development plans.* Any final planned unit development plans shall be in substantial conformance with the preliminary planned unit development plans. Prior to the issuance of any permits for the erection or enlargement of any buildings within a planned unit development district, final precise site and elevation plans for all buildings and landscaping within the district or approved phase of the development, shall be submitted to and approved by the Board of Trustees. If the initial application for approval of a preliminary planned unit development plan included final precise plans for the complete development, as provided in this subsection (c), building permits may be issued in accordance with those plans. In connection with the review of final planned unit development plans, deviations in any of the conditions previously established may be authorized pursuant to the provisions of this subsection (c).

~~[2]b.~~ *Final planned unit development plan approval.* If the preliminary planned unit development plan did not include all details, or if the applicant wishes to construct in phases or to modify the preliminary planned unit development plan, including modifying conditions, final planned unit development plans, with all required detail, shall be submitted, including:

- i. Engineering plans showing how the site is to be serviced with sewer, water, well, and/or septic systems (as approved during the preliminary planned unit development plan stage).
- ii. Lighting plans.
- iii. Final drainage and stormwater retention and detention plans.
- iv. Road plans, including curbs and gutters, on-site/off-site signalization, acceleration, deceleration lanes, etc.
- v. Sidewalk, paths, walkways, trailways, conservation lands, recreational lands, public recreational amenities, and cycle trails.
- vi. Landscape plans showing the type and location of plant material, berms, and other aesthetic treatments.
- vii. Lot layouts showing house, garage, and driveway configurations, to scale, demonstrating proposed setbacks for the proposed project.
- viii. Elevations and details of all proposed dwelling units, commercial buildings, fencing and screening walls, recreational improvements; street furniture and dumpster areas; all proposed signage and entrance treatments (to scale, with dimension callouts and proposed materials); and details of all proposed landscaping and lighting.
- ix.. Any deviations from the preliminary planned unit development plan approval.
- x. Management agreement or homeowners' association required by this Article and/or proposed restrictive covenants.

~~[3]c.~~ The Board of Trustees shall not issue final planned unit development approval until it has confirmed satisfactory compliance with Village Code Chapter 5-8.

~~[4]d.~~ *Permits.* Except as approved by the ~~Board of Trustees~~Planning Board, no permit shall be issued for steep slopes, wetlands, grading, or for the erection, enlargement, or maintenance of buildings or structures in a planned unit development district, and no person shall perform any such development or construction work, except in full compliance with the final development plans approved as herein provided.

(6)f. Fees

A nonrefundable fee, as determined by the Village Board of Trustees by resolution, as set forth on the village's Master Fee schedule, shall be paid to the village upon each application.

As further described in Chapter 122 Fees, the Applicant shall also be responsible for reasonable expenses, including the hiring of technical consultants-, incurred by the village in reviewing the application. The applicant will enter into an escrow agreement with the village to provide for the payment of these expenses prior to the village reviewing the application. For showing of good cause the Village Board of Trustees may waive said fees.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JANUARY 6, 2026

- 1b. CONTINUED PUBLIC HEARING 235 ELM ROAD – ROSE
ENTERPRISES GROUP, INC. “RENAISSANCE BRIARCLIFF MANOR”
PRELIMINARY PLANNED UNIT DEVELOPMENT APPROVAL ZONING
TEXT AMENDMENT**

Documents can be found here:

<https://www.briarcliffmanor.gov/505/235-Elm-Road>

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JANUARY 6, 2026

2. AMEND MASTER FEE SCHEDULE

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

2026 Updated Parks and Recreation Department Fee Schedule			
Recreation - Facility Rentals	Recreation Center, Youth Center & Law Park Pavilion:	See Sheet 2	3/28/2023
Refund / Cancellation Fee		25	3/2/2011
Non-Resident Surcharge	Fee added to resident fee for certain eligible programs	10	
Special Events/Programs			
Portraits in the Park	Cooperative Program with Ann Charles Studios	200	1/6/2026
Scarecrow Building		25	1/6/2026
Hosting All-Star meet for Northern Westchester	charge NWSA only to offset costs	750	1/6/2026
Adult Programs	Offered Seasonally in groups of 6 - 10 classes		
Badminton	Pick up games on Monday Evenings per night of session	7	6/1/2016
Basketball	Pick-up games on Wednesday Evenings per night of session	8	6/1/2011
Ease into the season	Instructor led class on mediation per class	40	1/6/2026
Pilates	Instructed Class per class	20	1/6/2026
Puzzlepalooza	Puzzle challenge night	35	1/6/2026
Creative Art Activities	Rec Leader hosts class	25	1/6/2026
Tea Parties at the Youth Center	Special Events	45	1/6/2026
Trivia		40	1/6/2026

Volleyball	Pick up games per night	10	1/6/2026
Adult Tennis Lessons (Resident)	AM & PM for Beg. /Adv. Beg./Intermed./Advanced	180 - 250	6/1/2022
Platform Tennis Lessons	Group Lessons for Adults	250	1/6/2026
Adult Pickleball Lessons Residents	For Beg, Adv Beg, Intermediate	180-250	1/6/2026
Senior Citizen Programs	Offered Seasonally in groups of 6 - 10 classes		
Strength and Stretch	Instructed Class per session	50	1/6/2026
Chair Yoga	Offered Seasonally in groups of 10 classes	65	6/1/2018
Line Dancing	Instructed Class	45	1/6/2026
Mah Jongg Lessons	Instructed Class	100	1/6/2026
Tai Chi	Instructor led class	65	1/6/2026
Thursday Adventure Trips	Various trips to local places for seniors	Free- 100	1/6/2026
Various Day Trips w. coach bus	Day Trips for Seniors up to 10x per year	45-200	1/6/2026
Zumba Gold	Instructed Class	25	1/6/2026
Senior Citizen Programs don't always cover all expenses			
Platform Tennis Permit Fees			
Resident	Family	300	6/1/2019
	Adult	215	6/1/2019
	Child	100	6/1/2019
	Senior	120	6/1/2019
	Lesson Permit	10	1/6/2026
School District & Non-Residents	Family	450	6/1/2019
	Adult	300	6/1/2019
	Child	125	6/1/2019
	Senior	145	6/1/2019
	Lesson Permit	10	1/6/2026
Pickleball Permit Fees			
Residents	Adult (21-61 years)	80	2/15/2022
	Child (12-20) Under 12 free	20	2/15/2022
	Senior (62+)	50	2/15/2022
	Family	150	3/5/2024

	Lesson Only Permit	10	1/6/2026
	Fire Department	0	
School District & Non-Residents	Adult (21-61 years)	100	2/15/2022
	Child (12-20) Under 12 free	30	2/15/2022
	Senior (62+)	75	2/15/2022
	Family	190	3/5/2024
Ice Skating Rink Permit Fees	Residents / School District Residents & Guests	5 / 10	6/1/2016
Youth Programs	Offered Seasonally		
Art Extra - Sensory Art	Art Class by Rec Leader for ages 2 - 5	75	1/6/2026
BYS Winter Basketball Clinics	Instructor led classes for K- 5	250	1/6/2026
BYS Basketball Clinics	Instructor led classes for K- 5 after school seasonally	185	1/6/2026
Basketball 3-6	League Program for grades 3 - 6, with officials, uniforms, game schedule, etc	245	1/6/2026
Cheerleading	Program offered by BBHS Cheer Coaches	150	1/6/2026
Cooking Class	Instructor led cooking class for K - 5	315	1/6/2026
Creativiteas Party	Instructor led Wicked themed tea	55	1/6/2026
Eastern FC youth soccer clinic	Instructor led classes for K - 6	280	1/6/2026
Flag Football	Instructor lead classes for 1 - 5	225	1/6/2026
Football Camp	Instructor lead camp for grades 9 - 12	85	1/6/2026
Football Team Clinic	Instructor lead camp for teams	450 a team	1/6/2026
Golf by TGA	Instructor Lead clinic	190	1/6/2026
Halloween Window Painting	Special Event for 2nd - 5th Grades Single Entry	20	6/1/2013
	Twosome Entry	25	6/1/2013
Juneteenth MultiSport Camp	Instructor run day program from a day out of school	75	1/6/2026
Kids Rock U	Instructor lead for 0 - 6 yrs old- Rental for room per 45 min class	50	1/6/2026
Pre-K Multi Sports	Instructor lead class for 2 - 5 yrs old	125	1/6/2026
Robin Academy	Instructor lead Class	130	1/6/2026

School's Out Activities	Instructor lead Program for 1 to 3 hrs for grades prek4s to 5	60	1/6/2026
sewing for Kids	Instructor lead Class for grades K - 5	285	1/6/2026
Ski Trips	Series of 5 trips with lift tickets	390	1/6/2026
BYS Spring Break Camp	Multi Sport Camp	295	1/6/2026
Speed, Agility and Quickness	Instructor lead Class for grades 3 - 6	145	1/6/2026
Sports Clinics w/HS Coaches	Various sports during breaks grades k - 8, 3 hrs, per day	60	1/6/2026
Super Soccer Stars	Instructor led program	295	1/6/2026
Engineering for Kids Camps	Summer Contractual Camp program	270 / 420	6/1/2016
Youth Tennis Lessons	Afternoon Group Lessons for various levels	180 - 250	1/6/2026
Winter Family Open Play	Free Play with instructor/supervisor \$35 per day or 90 for all 3	35 - 90	1/6/2026
Youth Afterschool Programs TASK	Offered Seasonally- Fall and Winter		
Arcade Programming	Arcade program for grades 3 -5	280	1/6/2026
Birds, Bugs, and Beasts	Learning about animals	275	1/6/2026
Budding Entrepreneurs	Introduction to business for grades 2 - 5	240	1/6/2026
Chess - Beginners / Intermediates	Chess instruction for grades 1-5	240	1/6/2026
Coding	Computer Coding for grades 3 - 5	320	1/6/2026
Crayola -	Art Class for grades K - 5	275	1/6/2026
Creative Creatures	Art classes for grades K - 2	150	6/1/2016
Creative Writing	Writing program for grades 2-5	195	6/1/2016
Creativitea Party for Girls	Craft & socialization program for grades K-2	175	6/1/2016
Cupcake Decorating	Workshops for grades 2 - 5	175	6/1/2016
Debate Club	Workshop for debating for grades 2 - 5	240	1/6/2026
Electronic Game Design	Designing computer video games for grades 3 - 5	185	6/1/2016
Engineers Lab / Intro to Electronic Circuits	Engineering program for grades 3-5	240	6/1/2016
Fencing	Introduction to Fencing for grades 3 - 5	500	1/6/2026

Floor Hockey/Flag Football	Sports Class for grades K - 5	230	1/6/2026
Future Fashion Stars	Fashion Designing Class for grades 2 - 5	275	1/6/2026
Graphic Novel	Comic book/Graphic Novel design for grades 2-5	240	6/1/2016
Imagination Theatre	Theatre Arts program for grades K - 2	210	6/1/2016
Keyboarding	Piano Lessons for grades 2 - 5	200	1/6/2026
Lego Building / Art	Lego program for grades 1-3	205	6/1/2016
Legos	Lego program for grades K-5	245	1/6/2026
Mad Science	Science classes for grades K - 5	275	1/6/2026
Magic	Magic instruction for grades K-5	155	6/1/2016
Make Believe Art	Art classes for grades K-2	145	6/1/2016
MakerSpace	Craft Class for grades K - 5	285	1/6/2026
Mechanical Engineering & Jr Mech Eng.	Engineering program for grades 3-5 & K-2	190	6/1/2016
Microsoft Kodu Game	Introduction to Kodu for grades 3 - 5	215	6/1/2016
Mindful Art Explorers	Art Classes for K - 5	280	1/6/2026
Minecraft Building	Introduction to Minecraft for grades 3 - 5	215	6/1/2016
My First Lemonade Stand	Introduction to business for grades 2 - 5	240	1/6/2026
My First Piggy Bank	Introduction to Money and Saving K - 3	240	1/6/2026
Music Start	Music program for grades K-3	165	6/1/2016
Robotics - Amazing Engines	Engineering program for grades 3 - 5	245	1/6/2026
Rocketry	Rocket building program for K - 5	220	1/6/2026
Pottery Painting	Art classes for grades K - 5	320	1/6/2026
Pushkin Puppet Squad	Puppet making program for grade 4	150	6/1/2016
The Art of Science	Science classes for grades K - 5	290	1/6/2026
Sew Happy	Sewing Class for grades 2 - 5	300	1/6/2026
Sports and Games	Physical Activities for grades K - 5	230	1/6/2026
Story Art	Art classes & reading program for grades K - 2	150	6/1/2016
Triple Threat	Sports Class for grades 2 - 5	230	1/6/2026
Visual Arts	Grades 2-4	190	6/1/2016
Yoga for Kids	Grades K-2	250	1/6/2026

Summer Day Camp Programs	Resident Fee	Eligible Non-Residents*	DATE EFFECTIVE
		*Summer Day Camp Fees for Out-of-Village, BMUFSD applicants remain 25% higher than proposed Resident Fees	
Tree Camp - choose either Session	Day Camp Program for children entering grades K - 1		
5 week Bundle - entire 5 weeks	1680	2100	1/18/2025
Session I (July 6th - July 17th)	710	890	1/6/2026
Session II (July 20th - July 31st)	710	890	1/6/2026
Bonus week - First week (June 29th - July 2nd)	Add on week 280	350	1/6/2026
Super Camp	Day Camp Program for children entering grades 2-3		
5 week Bundle - entire 5 weeks	1680	2100	1/18/2025
Session I (July 6th - July 17th)	710	890	1/6/2026
Session II (July 20th - July 31st)	710	890	1/6/2026
Bonus week - First week (June 29th - July 2nd)	Add on week 280	350	1/6/2026
Tree Camp and Super Camp CIT Enrollment	400	500	3/2/2011
Camp Adventure	Day Camp Program for children entering grades 4 - 6		
5 week Bundle - entire 5 weeks	1680	2100	1/18/2025
Session I (July 6th - July 17th)	710	890	1/6/2026
Session II (July 20th - July 31st)	710	890	1/6/2026
Bonus week - First week (June 29th - July 2nd)	Add on week 280	350	1/6/2026
Before Camp Care	Pre Camp Supervision for children entering K - 6th		

	grades from 8 a.m. to camp start		
Before Camp Care - Week 1	55	70	1/6/2026
Before Camp Care - Weeks 2 & 3 or Weeks 4 & 5	130	165	1/6/2026
Before Camp Care - Full Session	315	395	1/6/2026
After Camp Care	After Camp Supervision After Camp ends until 5 p.m.		
After Camp Care - Week 1	105	130	3/5/2024
After Camp Care - Weeks 2 & 3 or Weeks 4 & 5	235	295	1/6/2026
After Camp Care - Full Session	600	750	1/6/2026
Camp Horizon	Traveling Day Camp Program for children entering grades 7 - 9		
5 week Bundle - entire 5 weeks	2520	2100	1/6/2026
Session I (July 6th - July 17th)	1060	1325	1/6/2026
Session II (July 20th - July 31st)	1060	1325	1/6/2026
Bonus week - First week (June 29th - July 2nd)	420	525	1/6/2026
SPECIALITY CAMPS	Camps running weeks after the Day Camp		
Mad Science	Instructor run week long camp	420	WE
Amazing Athletes Multi Sport	Instructor run week long camp	295	WILL
Artificial Intelligence Machine Learning	Instructor run week long camp	360	COME
BYS Multi Sport Full Day Camp	Instructor run week long camp	295	BACK
BYS Multi Sport Half Day Camp	Instructor run week long camp	175	TO
Chess - Full Day	Instructor run week long camp	380	BOARD
Chess - Half Day	Instructor run week long camp	255	IN APRIL
Coding Fun with Scratch	Instructor run week long camp	360	FOR
Crayola - Artists passport	Instructor run week long camp	405	THESE
My 1st Lemonade Stand	Instructor run week long camp	450	
STEAM Explorers	Instructor run week long camp	465	

Recreation - Pool Permit Fees			
Resident - Seasonal Permits	Memorial Day Weekend - Labor Day Weekend		
Child Pool		175	2/18/2025
Adult Pool		280	2/18/2025
Family Pool		610	2/18/2025
Senior Pool		155	2/18/2025
Fire Department Member		0	
Daily Use Permit	Gives access to pool but paying at the gate for each visit	60 + \$10 at gate	
School District - Seasonal Permits	Memorial Day Weekend - Labor Day Weekend		
Child Pool		270	2/18/2025
Adult Pool		440	2/18/2025
Family Pool		1020	2/18/2025
Senior Pool		255	2/18/2025
Daily Use Permit	Gives access to pool but paying at the gate for each visit	70 + \$10 at gate	
Non Resident - Seasonal Permits	Limited amount		
Family Pool		1195	2/18/2025
Child Pool (only w/adult permit holder)		310	2/18/2025
Adult Pool		515	2/18/2025
Senior Pool		515	2/18/2025
Other Pool Fees and Activities			
Daily Use Entry Fee - CASH at GATE (over 4 years old) Daily Use Permit Holders and Guests		10	3/6/2008
Pool 5-Guest Pass	Discount rates available to SEASONAL permit holders only	40	3/6/2008
Pool 10-Guest Pass	Discount rates available to SEASONAL permit holders only	80	3/6/2008
Replacement Pool Permit ID Card	when card is lost or stolen	5	3/6/2008

Swim Team	Summer Team program for permit holders 6-17 yrs. Old	200	3/10/2020
Water Babies	Instruction program for toddlers & caregivers	40	3/10/2020
Pre-School Aquatics	Instructional program for ages 3-5	40	3/2/2011
Lifeguard Training Pre - Test	a one day session to test kids to be lifeguards	40	1/6/2026
Lifeguard Training	Lifeguard Training Program for ages 15 and older	375	6/1/2021
Swim Lessons			
For Children	Private (One Child) 2 lessons	70	1/6/2026
	Private (One Child) 4 lessons	130	1/6/2026
	Private (One Child) 6 lessons	190	1/6/2026
Swim Lessons			
For Adults	Private (One Adult) 2 lessons	75	1/6/2026
	Private (One Adult) 4 lessons	150	1/6/2026
	Private (One Adult) 6 lessons	225	1/6/2026
Pool Party Space Rental	Dedicated Picnic Tables and space for a pool party	25 plus guest fees	1/6/2026
Water Aerobics	Instructor Lead Class	35	1/6/2026
Tennis Permit Fees			
Resident	Family	465	3/2/2021
	Adult	195	3/2/2021
	Child	125	3/2/2021
	Senior	125	3/2/2021
	Lesson Permit	30	1/6/2026
School District & Non-Residents	Family	N/A	
	Adult	255	3/2/2021
	Child	190	3/2/2021
	Senior	190	3/2/2021
	Lesson Permit	30	1/6/2026

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JANUARY 6, 2026

**3. AUTHORIZE VILLAGE MANAGER TO EXECUTE AGREEMENT WITH
WESTCHESTER COUNTY TO RENEW A SNOW AND ICE
AGREEMENT 2025-2030**

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute a Snow and Ice Agreement with Westchester County for the removal of snow and ice for a period of five years from October 1, 2025 through September 30, 2030.

THIS AGREEMENT made _____ 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, 148 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County");

and

VILLAGE OF BRIARCLIFF MANOR, a municipal corporation of the State of New York, having offices at 1111 Pleasantville Road, Briarcliff Manor, New York 10510 (hereinafter referred to as the "Municipality").

W I T N E S S E T H:

WHEREAS, the County desires to obtain services for the removal of snow and ice from designated County roads within the Municipality to provide for reasonable passage and movement of vehicles over such roads; and

WHEREAS, the Municipality is willing to furnish such services and the County desires to purchase same subject to the terms of the Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, the parties agree as follows:

FIRST: This Agreement shall commence on October 1, 2025 and shall expire on September 30, 2030 unless sooner terminated as herein provided.

SECOND: The Municipality agrees to furnish all necessary personnel, machinery, tools, supplies and equipment to provide snow removal and ice control services upon County roads within the boundaries of the Municipality as identified in the list attached hereto and made a part hereof as Schedule "D". Said services shall be provided upon the paved portions of County roads as well as County road bridges and bridge sidewalks and shall include the plowing or removal of snow and ice, all necessary sanding, and appropriate measures to keep catch basins and drains clear of ice and debris, until the end of the snow removal season.

The Municipality shall not be required to provide the following services: filling pot holes, removal of trash, removal of dead animals, grass and weed cutting, maintenance and repair of guide rails, or graffiti removal upon County roads as identified in Schedule “D”, unless damage to County property is caused by the Municipality, its employees, agents or contractors.

All work shall be performed in the manner prescribed by the Westchester County Commissioner of Public Works and Transportation (“Commissioner”) or his authorized representative and shall be completed to his satisfaction.

THIRD: For the services performed pursuant to Paragraph **SECOND** above, the County shall pay the Municipality as follows:

(i) At such time as the Municipality’s salt storage and application rates shall be in compliance with the recommendations of the 208 Water Quality Program, as described in the “Best Management Practices Manual” published as part of that Program as amended or supplemented, then payment shall be provided in accordance with the rates set forth in Schedule “B” for those seasons the municipality is in compliance.

(ii) In the event the Municipality shall not be in compliance with the 208 Water Quality Program “Best Management Practices Manual” as amended or supplemented or, if in compliance, shall fail to so comply during the term of this Agreement, then the Municipality shall be entitled to payment only for the actual amounts expended to provide snow and ice removal services up to the maximum rates set forth in Schedule “A”.

(iii) Schedule “D” will be modified to add and/or delete roads, or sections of roads, as they may be added to and/or deleted from the County road system. Such addition and/or deletion may only take place upon the completion of action by the Westchester County Board of Legislators.

Payments will be prorated to pay as follows:

	<u>Roads Added</u>	<u>Roads Deleted</u>
November	90%	10%
December	80%	20%
January	60%	40%
February	30%	70%
March	10%	90%

FOURTH: Any and all requests for payment to be made shall be submitted within thirty (30) days after notice by the Department of Public Works and Transportation, on a properly executed claim form together with an itemized schedule of amounts expended to furnish such services. Payment shall be made only after approval by the Commissioner.

This Agreement shall be deemed executory only to the extent of money appropriated and allocated by the County for the performance of the terms hereof and no liability under this Agreement shall be incurred by the County beyond moneys available for the purposes thereof.

FIFTH: The Municipality shall keep accurate records of its business operations hereunder in accordance with generally accepted accounting principles.

The Commissioner, or his duly authorized representative, shall have the right to inspect and audit such records and statements at all reasonable times to insure that the Municipality is complying with the terms of this Agreement. To the extent practicable such inspections shall take place at the offices of the Municipality. The Municipality agrees that all equipment charges shall be in accordance with rates established by the New York State Department of Transportation and all labor charges shall be in accordance with the prevailing rates within the Municipality for similar highway work.

SIXTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the moneys appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances.

After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

SEVENTH: Either party, upon thirty (30) days written notice to the other, may terminate this Agreement in whole or in part when deemed to be in its best interest. Subject to the availability of funds, the Municipality shall be compensated for services rendered under this Agreement prior to the effective date of such termination.

In the event the Commissioner determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach either, (i) remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, or (ii) is not capable of being cured, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice shall be effective on the date of receipt. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by Municipality of any particular duty or obligation under this Agreement shall be deemed a material breach of the Agreement justifying termination for cause hereunder without requirement for further opportunity to cure. Notice shall be effective on the date of receipt.

EIGHTH: Except in an emergency, the Municipality shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without previous written consent of the County. No assignment, subcontracting, subletting or other such disposition of this Agreement, either with or without such consent of the County, shall serve to relieve the Municipality of its obligations hereunder.

All subcontracts entered into by the Municipality shall provide that subcontractors are subject to and must comply with all terms and conditions set forth in this Agreement. All work performed by the subcontractor shall be deemed work performed by the Municipality.

NINTH: The Municipality shall comply, at its own expense, with the provisions of all applicable federal, state and local laws, rules, regulations, orders or ordinances and requirements of every kind and nature, which now exist or are hereinafter be enacted or promulgated (“Laws”) including, but not limited to, all applicable provisions of the Labor Law, Workers’ Compensation Law, State Unemployment Insurance Law, Federal Social Security Law and any and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York and all amendments and additions thereto.

It is the intent and understanding of the County and Municipality that each and every provision required by law, contract, or other proper authority to be included in this Agreement shall, for all intents and purposes, be considered and deemed included herein. The Municipality understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Municipality hereby consents to amending this Agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.

TENTH: The Municipality hereby acknowledges and agrees:

(a) that in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no Municipality, subcontractor, nor any person acting on behalf of such Municipality or subcontractor, shall by reason of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic pre-disposition or carrier status, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(b) that no Municipality, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic pre-disposition or carrier status;

(c) that there may be deducted from the amount payable to the Municipality by the County under this Agreement a penalty of FIFTY (\$50.00) DOLLARS for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement;

(d) that this Agreement may be cancelled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this section of the Agreement; and

(e) the aforesaid provisions of this section covering every agreement for or on behalf of the County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

(f) The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

ELEVENTH: The Municipality, in its own name and naming the County as an additional named insured, shall, at the commencement of the term hereof, obtain and maintain in continuous effect for the term of this Agreement, policies of insurance providing for coverage in the limits and subject to the conditions set forth in Schedule “C”, attached hereto and made a part hereof.

The Municipality agrees to indemnify, defend and hold the County of Westchester and its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising out of this Agreement due to the negligent acts or omissions of the Municipality.

The Municipality shall, within ten (10) days of the occurrence thereof, notify the Commissioner of any action, proceeding, claim or demand arising hereunder.

Notwithstanding the requirements set forth in the above and as set forth in Schedule “C”, the Municipality may act as a self-insurer for the general liability insurance in lieu of procuring from an insurance company the insurance required by the terms of this Agreement and heretofore described. The Municipality hereby agrees that it will provide the exact same insurance coverage and protection for the benefit of the County and any other covered entity herein, in the same amount and under the same terms set forth in the paragraph above and as set forth in Schedule “C”, as it would provide County if the Municipality were to purchase commercial insurance. The Municipality further agrees that its decision to self-insure shall in no way limit the defenses or indemnification available to the County.

TWELFTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, to the respective addresses as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner
Westchester County Department of Public Works and Transportation
Michaelian Office Building
148 Martine Avenue, Room 518
White Plains, New York 10601

With a copy to:

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

To the Municipality:

Village of Briarcliff Manor
1111 Pleasantville Road
Briarcliff Manor, New York 10510

THIRTEENTH: **VENDOR DIRECT PAYMENT:** All payments made by the County to the Municipality will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct program. Municipalities doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule “E.”

Payments will be automatically credited to the Municipality's designated bank account at the Municipality's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Municipality to the County prior to award of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any Municipality that fails to return the completed authorization form(s) prior to award of the contract may be considered non-responsive and the proposal may be rejected.

FOURTEENTH: The failure of either party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect. No waiver by either party or any provision hereof shall be implied.

FIFTEENTH: This Agreement shall bind the successors, assigns and representatives of the parties hereto.

SIXTEENTH: 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. No change, modification or cancellation of this Agreement shall be effective except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

SEVENTEENTH: 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.

This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

EIGHTEENTH: This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS].

IN WITNESS WHEREOF, the County of Westchester and the Municipality have executed this Agreement.

THE COUNTY OF WESTCHESTER

By: _____
Hugh J. Greechan, Jr., P.E.
Commissioner of Public Works and Transportation

VILLAGE OF BRIARCLIFF MANOR

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators on the ____ day of _____,
20__.

Approved

Assistant County Attorney
County of Westchester

K:SJC/DPW/Snow&Ice.IMA.8.22.2025

MUNICIPALITY'S ACKNOWLEDGMENT

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

On this _____ day of _____, 20____, 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
(Municipality)

I, _____
(Officer other than Officer signing agreement)

certify that I am the _____ of the _____
(Title) (Name of Municipality)

(the "Municipality"), a corporation duly organized and 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, that said agreement
(Title of Person Executing Agreement)

was duly signed for on behalf of said Municipality by authority of its

_____ thereunto duly
(Town Board, Village Board, Town Council)

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 _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the above certificate and acknowledged to me that he/she executed the above certificate in his/her capacity as

_____ of _____,
(Title) (Municipality)

the municipal corporation described in and which executed the within instrument.

Notary Public

SCHEDULE “A”

WITHOUT “208” INCENTIVE

The rates of reimbursement for the 2025/2026 season shall be as follows:

\$3,257.00 per mile for 2 lane roads;
\$4,296.00 per mile for 3 lane roads;
\$4,748.00 per mile for 4 lane roads.

After the first year, the rates shall be increased annually by the allowable levy growth factor (tax cap) as defined in Chapter 97 of the New York State Laws of 2011, calculated by using the County’s fiscal year (calendar).

SCHEDULE “B”

WITH “208” INCENTIVE

\$5,030.00 per mile for 2 lane roads;
\$6,540.00 per mile for 3 lane roads;
\$7,327.00 per mile for 4 lane roads.

After the first year, the rates shall be increased annually by the allowable levy growth factor (tax cap) as defined in Chapter 97 of the New York State Laws of 2011, calculated by using the County’s fiscal year (calendar).

SCHEDULE " C "

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.

Revised Jan 2018-Municipality

SCHEDULE “D”
COUNTY ROADS – SNOW AND ICE AGREEMENT (2025-2030)

VILLAGE OF BRIARCLIFF MANOR

C.R. NO.	COUNTY ROAD NAME	CTR- LINE MILES	2 LANE MILES	3 LANE MILES	4 LANE MILES
401	PLEASANTVILLE ROAD	1.29	1.29	0.00	0.00
401-I	PLEASANTVILLE ROAD	<u>1.04</u>	<u>0.36</u>	<u>0.68</u>	<u>0.00</u>
TOTAL MILEAGE – BRIARCLIFF MANOR		2.33	1.65	0.68	0.00

SCHEDULE "E"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.



Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is:
(check one)

☐ New

☐ Change

INSTRUCTIONS: Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

Mail to: Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601
Attention: Vendor Direct

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

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3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature

Print Name/Title

Date

Section II- Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

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10. Account Type:
(check one)

☐ Checking

☐ Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required **ONLY** if directing funds into a Savings Account **OR** if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature

Print Name / Title

Date

(Leave Blank - to be completed by
Westchester County) - Vendor number assigned

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Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.

NEW/CHANGE VEN EFT 9/08

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JANUARY 6, 2026

4. FIRE DEPARTMENT MEMBERSHIP

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approves the under 18 membership of **Matthew Masala** to the Briarcliff Manor Fire Department.

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approves the under 18 membership of **Rani Bebslimane** to the Briarcliff Manor Fire Department.

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approves the under 18 membership of **Blanca Jain** to the Briarcliff Manor Fire Department.

Briarcliff Manor Fire Department

1111 Pleasantville Road
Briarcliff Manor, NY 10510

Office of the Chief



ARIE J. UYTERLINDE, CHIEF
THOMAS J. FARRINGTON, 1st Asst. Chief
GEORGE A. RACZ, 2nd Asst. Chief

Emergency 911
Chief's Office (914) 941-0879
Fax (914) 944-2758
E-mail: fdchief@briarcliffmanor.org

DATE: DATE 11/12/2025

TO: Christine Dennett, Village Clerk
Briarcliff Manor Board of Trustee's

FROM: Chief Vincent J. Caruso – Briarcliff Manor Fire Department

SUBJECT: NEW MEMBER – Request for Village Approval

Honorable Mayor and Trustee's;

Matthew Masala, born [REDACTED] and residing at 338 North State Road, Briarcliff Manor, New York, has applied for membership in the Briarcliff Manor Fire Department

The applicant listed above, has been vetted by the Briarcliff Manor Hook & Ladder 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 Trustee's approve the application set before you and send such confirmation to **Chiefs Office** at your earliest convenience.

Thank you for your assistance.

Arie Uyterlinde
Chief of Department

12/11/25

DATE

Dated

Secretary Briarcliff Fire Company

12/12/25

Dated

Village Clerk - Christine Dennett

12-12-25

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 # _____

We, the parents or legal guardians of MATTHEW MASALA, (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

RADU VALENTIN MASALA

Parent/Guardian 1 - SIGN NAME

Radu

09/13/2025

Parent/Guardian 2 - PRINT NAME

MELANIA GEORGETA MASALA

Parent/Guardian 2 - SIGN NAME

Melania

09/13/2025

Applicant - PRINT NAME

MATTHEW MASALA

Applicant - SIGN NAME

Matthew Masala

09/13/2025

APPLICANT NAME: MATTHEW MASALA

MEMBER ID# _____

PARENT/GUARDIAN 1

(STATE OF NEW YORK)

(COUNTY OF WESTCHESTER)ss.:

On the 13 day of Sept in the year 2025, before me the undersigned, personally appeared

Rada Masala, 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.

AIDA A DA EIRA
Notary Public - State of New York
No. 01DA6135830
Qualified in Westchester County
My Commission Expires 10/24/2025

Notary Public

PARENT/GUARDIAN 2

(STATE OF NEW YORK)

(COUNTY OF WESTCHESTER)ss.:

On the 13 day of Sept in the year 2025, before me the undersigned, personally appeared

Melania Masala, 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.

AIDA A DA EIRA
Notary Public - State of New York
No. 01DA6135830
Qualified in Westchester County
My Commission Expires 10/24/2025

Notary Public

APPLICANT

(STATE OF NEW YORK)

(COUNTY OF WESTCHESTER)ss.:

On the 13 day of Sept in the year 2025, before me the undersigned, personally appeared

Matthew Masala, 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.

AIDA A DA EIRA
Notary Public - State of New York
No. 01DA6135830
Qualified in Westchester County
My Commission Expires 10/24/2025

Notary Public

Briarcliff Manor Fire Department

1111 Pleasantville Road
Briarcliff Manor, NY 10510

Office of the Chief



ARIE J. UYTERLINDE, CHIEF
THOMAS J. FARRINGTON, 1st Asst. Chief
GEORGE A. RACZ, 2nd Asst. Chief

Emergency 911
Chief's Office (914) 941-0879
Fax (914) 944-2758
E-mail: fdchief@briarcliffmanor.org

DATE: October 3, 2025

TO: Christine Dennett, Village Clerk
Briarcliff Manor Board of Trustees

FROM: Chief Arie J. Uytterlinde – Briarcliff Manor Fire Department

SUBJECT: NEW MEMBER – Request for Village Approval

Honorable Mayor and Trustees;

Rani Bebslimane , date of birth [REDACTED] and residing at 5 Huntington Ct, Briarcliff Manor, New York, has applied for membership in the Briarcliff Manor Fire Department

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

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

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

Thank you for your assistance.


Arie Uytterlinde
Chief of Department

12/11/25
Dated


Secretary – Briarcliff Fire Company

12/12/25
Dated


Village Clerk – Christine Dennett

12-12-25
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 # _____

We, the parents or legal guardians of Rani Benslimane, (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

Alaa Benslimane

Parent/Guardian 1 - SIGN NAME

[Signature]

10/07/2025

Parent/Guardian 2 - PRINT NAME

WAHIBA SEBBANE

Parent/Guardian 2 - SIGN NAME

[Signature]

10/07/2025

Applicant - PRINT NAME

RANI BENSLIMANE

Applicant - SIGN NAME

[Signature]

10/07/2025

APPLICANT NAME: RANI BENSLIMANE

MEMBER ID# _____

PARENT/GUARDIAN 1

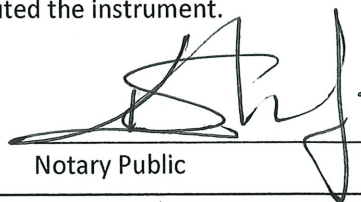
(STATE OF NEW YORK)

(COUNTY OF WESTCHESTER)ss.:

KAMAL SHAFI
Notary Public, State of New York
No. 01SH0022188
Qualified in Queens County
Commission Expires March 13, 2028

On the 07 day of OCTOBER in the year 20 25, before me the undersigned, personally appeared

ALAA BENSLIMANE, 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.


Notary Public

PARENT/GUARDIAN 2

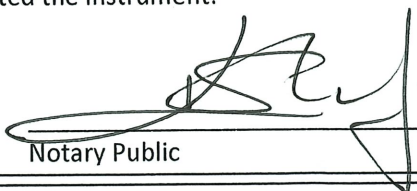
(STATE OF NEW YORK)

(COUNTY OF WESTCHESTER)ss.:

KAMAL SHAFI
Notary Public, State of New York
No. 01SH0022188
Qualified in Queens County
Commission Expires March 13, 2028

On the 07 day of OCTOBER in the year 20 25, before me the undersigned, personally appeared

WAHIBA SEBBANE, 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.


Notary Public

APPLICANT

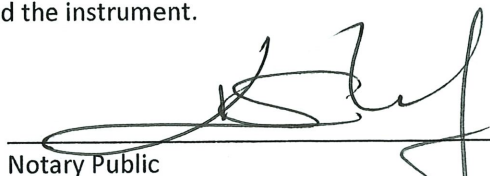
(STATE OF NEW YORK)

(COUNTY OF WESTCHESTER)ss.:

KAMAL SHAFI
Notary Public, State of New York
No. 01SH0022188
Qualified in Queens County
Commission Expires March 13, 2028

On the 07 day of OCTOBER in the year 20 25, before me the undersigned, personally appeared

RANI BENSLIMANE, 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.


Notary Public

Briarcliff Manor Fire Department

1111 Pleasantville Road
Briarcliff Manor, NY 10510

Office of the Chief



ARIE J. UYTERLINDE, CHIEF
THOMAS J. FARRINGTON, 1st Asst. Chief
GEORGE A. RACZ, 2nd Asst. Chief

Emergency 911
Chief's Office (914) 941-0879
Fax (914) 944-2758
E-mail: fdchief@briarcliffmanor.org

DATE: DATE 11/12/2025
TO: Christine Dennett, Village Clerk
Briarcliff Manor Board of Trustee's
FROM: Chief Vincent J. Caruso – Briarcliff Manor Fire Department
SUBJECT: NEW MEMBER – Request for Village Approval

Honorable Mayor and Trustee's;

Bianca Jain, born [REDACTED] and residing at 3A Olde Willow Way, Briarcliff Manor, New York, has applied for membership in the Briarcliff Manor Fire Department

The applicant listed above, has been vetted by the Briarcliff Manor Hook & Ladder 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 Trustee's approve the application set before you and send such confirmation to **Chiefs Office** at your earliest convenience.

Thank you for your assistance.


Arie Uytterlinde
Chief of Department

12/10/25
DATE

Dated


Secretary Briarcliff Fire Company

12/12/25
Dated


Village Clerk - Christine Dennett

12-12-25
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 # _____

We, the parents or legal guardians of BIANCA JAIN, (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

ASHU JAIN

Parent/Guardian 1 - SIGN NAME

Ashu Jain

09/17/2020

Parent/Guardian 2 - PRINT NAME

ANJU JAIN

Parent/Guardian 2 - SIGN NAME

Anju Jain

09/17/2025

Applicant - PRINT NAME

BIANCA JAIN

Applicant - SIGN NAME

Bianca Jain

09/17/2025

APPLICANT NAME: BIANCA JAIN

MEMBER ID# _____

PARENT/GUARDIAN 1

(STATE OF NEW YORK)

(COUNTY OF WESTCHESTER)ss.:

On the 17th day of September in the year 2025, before me the undersigned, personally appeared

Ashu Jain, 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.

FRANK MARCHESANO
Notary Public - State of New York
No. 01MA0028381
Qualified in Westchester County
My Commission Expires 08/30/2028

Frank Marchesano
Notary Public

PARENT/GUARDIAN 2

(STATE OF NEW YORK)

(COUNTY OF WESTCHESTER)ss.:

On the 17th day of September in the year 2025, before me the undersigned, personally appeared

Anju Jain, 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.

FRANK MARCHESANO
Notary Public - State of New York
No. 01MA0028381
Qualified in Westchester County
My Commission Expires 08/30/2028

Frank Marchesano
Notary Public

APPLICANT

(STATE OF NEW YORK)

(COUNTY OF WESTCHESTER)ss.:

On the 17th day of September in the year 2025, before me the undersigned, personally appeared

Bianca Jain, 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.

FRANK MARCHESANO
Notary Public - State of New York
No. 01MA0028381
Qualified in Westchester County
My Commission Expires 08/30/2028

Frank Marchesano
Notary Public

Village Board of Trustees
Regular Meeting
December 16, 2025
7:30 p.m.

A Regular Meeting of the Board of Trustees of the Village of Briarcliff Manor, New York was held at the William J. Vescio Community Center on the 16th of December, 2025 commencing at 7:30 p.m.

Present

Steven A. Vescio, Mayor
Peter S. Chatzky, Deputy Mayor
Kevin Hunt, Trustee
Rhea Mallett, Trustee
Malcolm Netburn, Trustee via zoom

Also Present

Josh Ringel, Village Manager
Christine Dennett, Village Clerk/Assistant Village Manager
Joshua Subin, Village Attorney
Kevin Leddy, Village Engineer
Kathryn Nivins, Village Treasurer via zoom
Sarah Yackel, Village Planning Consultant

Pledge of Allegiance

Mayor Vescio noted that Trustee Netburn was attending the meeting via zoom.

Continued Public Hearing to Add Chapter 46, Procurement Using Best Value

Village Manager Ringel explained the proposed legislation and stated some language needed to be clarified.

Upon motion by Trustee Hunt, seconded by Deputy Mayor Chatzky, the Board voted unanimously to close the public hearing.

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

LOCAL LAW ADOPTION

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby adopts Local Law No. 9 of 2025, entitled "A Local Law to add a new Chapter 46, Procurement Using Best Value to the Code of the Village of Briarcliff Manor."

Continued Public Hearing to Amend Chapter 220-2, Definitions and 220-10, Affordable Housing

The Board had general discussion regarding the draft and stated they were awaiting further comments from the County.

Trustee Mallett stated she wanted more restrictions on the payment in lieu of section.

Upon motion by Trustee Hunt, seconded by Deputy Mayor Chatzky, the Board voted unanimously to adjourn the public hearing to January 20, 2026.

Public Hearing to Renew a Special Use Permit for Congregation Sons of Israel – 1666 Pleasantville Road and Amend for a Rooftop Solar Installation

Upon motion by Deputy Mayor Chatzky, seconded by Trustee Mallett, the Board voted unanimously to open the public hearing.

Mr. Shah Nazir, representing the applicant, explained the rooftop solar installation application.

The Board had general discussion regarding panel heights and type and whether the power would be sold or solely used for the property.

Mr. Nazir stated the energy would stay on the property and the system would be owned by the property owner.

Village Engineer Leddy reviewed the renewal and stated there were no changes to the site.

Mr. Arthur Baer, on behalf of the applicant, confirmed there were no changes to the use of the property.

Upon motion by Trustee Mallett, seconded by Deputy Mayor Chatzky, the Board voted unanimously to close the public hearing.

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

AMENDED SPECIAL PERMIT APPLICATION FOR CONGREGATION SONS OF ISRAEL

**Congregation Sons of Israel
1666 Pleasantville Road, Briarcliff Manor, NY
Resolution of Amended Special Permit Approval**

WHEREAS, by Resolution adopted on September 19, 1991, the Board of Trustees of the Village of Briarcliff Manor granted a Special Permit to the

Congregation Sons of Israel (the “Applicant”) to operate as a place of worship within the R20B Zoning District as regulated under § 220-6J(2), located at 1666 Pleasantville Road (“Project Site”) in the Village of Briarcliff Manor, NY; and

WHEREAS, on July 6, 2005, the Board of Trustees granted an amendment to the 1991 Special Permit relate to traffic and circulation improvements on the Project Site; and

WHEREAS, by letter dated September 25, 2025, Accord Power submitted on behalf of the Applicant, an application for Amended Special Permit approval to install rooftop photovoltaic (“PV”) solar energy systems on the Applicant’s building at the Project Site; and

WHEREAS, the PV system will consist of 497 modules totaling 201.285 kW (DC); and

WHEREAS, subsequent to the submission of the amended special permit for the rooftop PV system, it was determined that the Applicant’s special permit for the place of worship use, as amended in 2005, had expired and needed to be renewed by the Board of Trustees; and

WHEREAS, in support of its Application for special permit renewal for the place of worship use, the Applicant submitted the following documents and plans:

- a. Cover Letter prepared by Congregation Sons of Israel, signed by David Pasternack, Executive Director, dated November 20, 2025;
- b. Special Permit Application and Code of Ethics, signed by David Pasternack, dated November 18, 2025;
- c. Plans approved during the 2005 Special Permit approval process; and

WHEREAS, in support of its Application for amended special permit for the rooftop PV system, the Applicant submitted the following documents and plans:

- a. Cover Letter prepared by Accord Power, Inc.
- b. Special Permit Application, signed August 27, 2025, by David Pasternack, Property Owner, and Roger Xia, Applicant
- c. 1666 Pleasantville Road Plan Set:
 - I. PV-1: Title Sheet
 - II. PV-2: Site Plan
 - III. PV-2.1: Roof Plan
 - IV. PV-3: Electrical Plans
 - V. PV-4: Equipment Specs
 - VI. PV-5: Ballast Details

- VII. PV-6: Ballast Details
- VIII. PV-7: Roof Assessment

WHEREAS, the Board of Trustees reviewed the Short Environmental Assessment Form Part 1 for preliminary assessment of the environmental impacts of the Project under the State Environmental Quality Review Act (“SEQRA”); and

WHEREAS, the rooftop solar PV is classified as a Type II Action under SEQR and is exempt from additional review, the special permit renewal is classified under SEQR as an Unlisted Action; and

WHEREAS, pursuant to Village Code §220-6(C), the Village Board of Trustees referred the Application to the Village Planning Board for its review and recommendation; and

WHEREAS, the Village Planning Board discussed the referral at its December 11, 2025 meeting and issued a general recommendation of support; and

WHEREAS, the Board is familiar with the 1666 Pleasantville Road site which is currently improved with a place of worship operated by the Congregation Sons of Israel, which was previously subject to Special Permit review and approval in 2024; and

WHEREAS, the Amended Special Permit use is consistent with the existing use of the site, the Village’s Comprehensive Plan, and zoning; and

WHEREAS, pursuant to the requirements of Village Code Chapter 220-6D., the Applicant has submitted an amended site plan (§ 220-6.D.1); and

WHEREAS, pursuant to the requirements of Village Code Chapter 220-6D., the preparation of a stormwater pollution prevention plan (§220-6D.2) is waived because the amended special permit use will not involve land disturbance or changes to the existing drainage structure; and

WHEREAS, pursuant to the requirements of Village Code Chapter 220-6D., the preparation of a marketing study (§220-6D.3), is waived because the place of worship is an existing use and the rooftop solar energy systems will help with the continued viability of the use; and

WHEREAS, pursuant to the requirements of Village Code Chapter 220-6D., the preparation of an Infrastructure and Utility Study (§220-6D.4), is waived because no infrastructure modifications or trenching are required; and

WHEREAS, pursuant to the requirements of Village Code Chapter 220-6D., the preparation of a traffic study (§ 220-6.D.5) is waived because the construction and operation of a rooftop solar system will not affect traffic patterns or generate additional traffic; and

WHEREAS, pursuant to the requirements of Village Code Chapter 220-6D., the preparation of a municipal service impact study (§ 220-6.D.6) is waived because the installation of a commercial rooftop solar system has a low impact on municipal services; and

WHEREAS, pursuant to the requirements of Village Code Chapter 220-6D., the preparation of an educational resources impact study (§ 220-6.D.7) is waived because the Project Site is located in a commercial district and will not have an impact on the Village's educational resources; and

WHEREAS, pursuant to the requirements of Village Code Chapter 220-6D., the preparation of a fiscal impact study (§220-6.D.8) is waived because the installation of rooftop solar is anticipated to have no fiscal impact on the Village's operating budget or resources.

WHEREAS, by resolution adopted November 18, 2025, the Board of Trustees set a Public Hearing on the Special Permit to be held at William J. Vescio Community Center, 1 Library Road Briarcliff Manor, at 7:30 PM on December 16, 2025; and

WHEREAS, the Village Clerk gave notice of the Public Hearing and as directed by the Board of Trustees, also referred the Proposed Special Permit to neighbors within 500 feet of the Project Site; and

WHEREAS, the Board of Trustees held a duly advertised Public Hearing on issuance of the Amended Special Permit at William J. Vescio Community Center at 7:30 PM on December 16, 2025, at which time the Board heard oral comments from the public, and representatives of the Applicant, and gave the opportunity to be heard to all those wishing to be heard; and

WHEREAS, following the public hearing on December 16, 2025, the Board of Trustees closed the public hearing; and

WHEREAS, the Board of Trustees received and reviewed a Short Environmental Assessment Form, Part 2 (“EAF Part 2”) for the proposed special permit renewal prepared on its behalf by the Village Planning Consultant BFJ Planning for assessment of the adoption of the Special Permit; and

WHEREAS, the Board of Trustees considered the Short EAF Part 1, the Short EAF Part 2 for the special permit renewal, memoranda from Village Planning Consultant BFJ Planning dated November 4, 2025, and other written submissions, and oral comments made at the Public Hearing; and

WHEREAS, the Proposed Action has been subject to a coordinated review by the Board of Trustees as Lead Agency under SEQRA, and the Board of Trustees has concluded that issuance of the Amended Special Permit to the Applicant will not result in any significant adverse environmental impact; and

NOW, THEREFORE, BE IT:

RESOLVED, the Board of Trustees adopts and incorporates the recitations and statements set forth above as if fully set forth and resolved herein.

FURTHER RESOLVED, in its consideration of the Congregation Sons of Israel applications, the Board of Trustees has reviewed and relied on:

1. Special Permit Application Letter prepared by Accord Power dated September 25, 2025, Special Permit Application Letter prepared by David Pasternack, dated November 20, 2025 and accompanying Plans, pre-construction design approval letters from Consolidated Edison, Short Environmental Assessment Form Part 1, and site plan pursuant to §220-6.D.
2. Memorandum from BFJ Planning reviewing special permit criteria dated November 4, 2025.
3. Planning Board referral and recommendation dated December 11, 2025.

FURTHER RESOLVED, the Board of Trustees has reviewed the studies provided pursuant to § 220-6.D and has determined that the Proposed Project will not result in significant impacts to the Village; and

FURTHER RESOLVED, in accordance with Article 8 of the State Environmental Conservation Law and 6 NYCRR Part 617, and based upon the review of the Short EAF Parts 1, 2 and 3 and all other application materials that were prepared for this action, the Board of Trustees hereby adopts a Negative Declaration for the

Proposed Action and determines that the Proposed Action will not have a significant adverse impact upon the environment as it will not have an adverse impact upon the character of the area, nor will it result in an adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, or result in a material conflict with the Village's current plans or goals.

FURTHER RESOLVED, that the Board of Trustees hereby finds that the amended use of the Project is consistent with the conditions and standards of Village Code §220-6; and

FURTHER RESOLVED, that the Special Permit issued for the Project is hereby amended to permit the installation of the proposed rooftop solar PV system and the continuation of the existing place of worship use, which shall be subject to all of the terms and conditions herein and as may be set forth in a resolution to be issued by the Briarcliff Manor Planning Board to be obtained by the Applicant granting an amendment of the Existing Site Plan Approval relative to the Project; and

FURTHER RESOLVED, the Board of Trustees grants the Special Permit Congregation Sons of Israel in accordance with the provisions of Village Code §220–6 subject to the terms and conditions of this Resolution.

FURTHER RESOLVED, that the violation of any term or condition of this Resolution of Amended Special Use Permit Approval shall place the Amended Special Use Permit and any associated certificate in jeopardy and subject to revocation by the Village; and

FURTHER RESOLVED, that except as otherwise provided herein, all other terms and conditions of the aforesaid Resolution of Special Permit Approval dated September 19, 1991, as amended on July 6, 2005 shall remain in full force and effect.

FURTHER RESOLVED, pursuant to Village Code Section 220-6E., this special permit issued shall expire and be subject to renewal by the Board of Trustees in five years and every five years thereafter.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the foregoing Resolution is hereby adopted.

Public Hearing 1030/1050 Pleasantville Road, Briarhouse, LLC
“Briarhouse” Zoning Text Amendment – for Chapter 220-21.B Strategic
Property Redevelopment Floating Zone

Upon motion by Trustee Hunt, seconded by Deputy Mayor Chatzky, the Board voted unanimously to open the public hearing.

Mr. David Cooper, Attorney for the Applicant, reviewed the proposed zoning amendment and concept plan.

Ms. Corey Block of AKRF on behalf of the applicant, reviewed SEQRA and the expanded Environmental Assessment Form, municipal service impacts, traffic and parking and potential school aged children numbers.

The Board had general discussion regarding the project and requested the steep slope and tree removal be quantified.

Mr. Patrick Normoyle, applicant, stated the proposed zoning was geographically limited and a tool for the Board of Trustees.

The Board requested a site visit with the building locations flagged.

Village Planning Consultant Yackel reviewed the SEQRA timing and stated the SPR would be site specific based on criteria set forth. She stated the application and zoning text needed to be referred to the Village's Planning Board for review and recommendation on the zoning, site plan, lot line and various environmental permits. She further stated the concept plan would affix the footprint.

The Board had general discussion regarding sites grade change and potential disturbance.

Ms. Lee Constantine of Hemlock Road asked how the application would differ if it was not rezoned and how did the rezoning improve the site.

Deputy Mayor Chatzky stated the application was consistent with the long-term planning goals in the Comprehensive Plan.

Ms. Constantine asked if the Village needed a new Court and Police Station and what the length of the proposed building was.

Mayor Vescio stated the current facility was undersized for all the services in the building.

Mr. Bob Fetonti of Larch Road asked for an explanation of stacked parking and if the existing site could be an overlay on the plan.

Mr. Normoyle explained the tandem parking and stated they would be assigned to the same household.

Upon motion by Trustee Mallett, seconded by Trustee Hunt, the Board voted unanimously to adjourn the public hearing to January 20, 2026 with a site visit to be determined.

Board of Trustees Announcements

- Recreation Advisory Committee is seeking new members.
- The Library is hosting a Solstice Craft and Storytime on 12/17 and a Macramé workshop on 12/18.
- Join the Fire and Ambulance Departments.
- The Bonfire and Sing-A-Long was very successful and well attended. Thanks to the Recreation Department and Fire Department for the wonderful event.

Mayor Vescio noted it was the last meeting of 2025. He stated it was a good, productive year and he appreciated working with the Board and staff and looked forward to 2026.

Village Manager's Report

- The newsletter will be a new format and the refuse and recycling calendar will be posted before year end.
- Village Hall will have a delayed opening on 12/22 to finalize the installation of the EV chargers.

Committee Report

- The Comprehensive Plan draft will be available soon.

Public Comments

There were no public comments.

Quarterly Financial Report FY 25/26

Village Treasurer Nivins reviewed the report and transfers and stated the investments in NYCLASS gained about \$1.3 million in interest over the last three years.

a) 1-2Q FY 25/26 Financials YTD Operating Report

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

BE IT RESOLVED that the Board of Trustees does hereby accept the submitted financial report through November 30, 2025 and authorizes all provided budget transfers and accepts all donations provided within the report.

Roll Call:

Trustee Hunt	Aye
Trustee Netburn	Aye
Trustee Mallett	Aye
Deputy Mayor Chatzky	Aye
Mayor Vescio	Aye

b) 1-2Q FY 25/26 Operating Transfers

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

BE IT RESOLVED that the Board of Trustees does hereby authorize the following operating budget transfers for FY 25/26 as follows:

25/26 Operating Contingency Transfer

Decrease:	A1640 101	Central Garage -Personal: Full-time	\$15,700.00
Decrease:	A1640 820	Central Garage -Personal: Hospital Ins	3,300.00
Increase	A1640 400	Central Garage -Contractual	19,000.00
Decrease:	F1640 101	Central Garage -Personal: Full-time	\$ 5,200.00
Decrease:	F1640 820	Central Garage -Personal: Hospital Ins	1,134.00
Increase	F1640 400	Central Garage -Contractual	6,334.00

Roll Call:

Trustee Hunt	Aye
Trustee Netburn	Aye
Trustee Mallett	Aye
Deputy Mayor Chatzky	Aye
Mayor Vescio	Aye

c) 1-2Q FY 25/26 Capital Transfers

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

BE IT RESOLVED that the Board of Trustees does hereby authorize the following capital budget transfers for FY 25/26 as follows:

25/26 Capital Projects transfer funds

Increase	H8397 201 26487	Partial Water Main Replc-Carleton	\$30,000.00
Decrease:	H8397 201 26484	Partial Water Main Replc-Hall Rd	30,000.00
Increase	H8397 201 25484	Rdgcrst-Twr Hll Wtr Rehb-Cnstr	\$15,000.00
Decrease:	H8397 201 26486	Construction Inspection: Water	15,000.00

Roll Call:

Trustee Hunt	Aye
Trustee Netburn	Aye
Trustee Mallett	Aye
Deputy Mayor Chatzky	Aye

Mayor Vescio

Aye

d) Close Capital Projects

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

BE IT RESOLVED that the Board of Trustees does hereby authorize the following capital project close outs for FY 25/26 as follows:

25/26 Request to Close Capital Projects

- H1680 201 25170 Library and Pocket Park Re-Planting
- H1680 201 25181 MUNIS Tyler Tech ESS/ContentMg
- H3120 201 26330 License Plate Reader Grant\$
- H3410 201 26685 Drone for Firefighting S&R
- H5110 201 26423 Replacement Grapple

Roll Call:

Trustee Hunt	Aye
Trustee Netburn	Aye
Trustee Mallett	Aye
Deputy Mayor Chatzky	Aye
Mayor Vescio	Aye

Amend Master Fee Schedule

Upon motion by Deputy Mayor Chatzky, seconded by Trustee Hunt, the Board voted to approve the following resolution as amended:

BE IT RESOLVED that the Master Fee Schedule is hereby amended as follows:

Dog Licenses	Expires with Rabies Vaccination	
	Spayed or neutered (One Year)	19 plus 1 State Fee (\$20)
	Unspayed or unneutered (One Year)	22 plus 3 State Fee (\$25)
	Spayed or neutered (Senior Rate) (One Year)	9 plus 1 State Fee (\$10)
	Unspayed or unneutered (Senior Rate) (One Year)	12 plus 3 State Fee (\$15)
	Spayed or neutered (Three Year)	57 plus 3 State Fee (\$60)
	Unspayed or unneutered (Three Year)	66 plus 9 State Fee (\$75)
	Spayed or neutered (Senior Rate) (Three Year)	27 plus 3 State Fee (\$30)
	Unspayed or unneutered (Senior Rate) (Three Year)	36 plus 9 State Fee (\$45)
Film Permit	Prep and Wrap Days	50% of cost of permit Type
Parking Permit (RR Station)	Scooter/Motorcycle Permit Parking (annual)	ELIMINATE

EV Charging	Per kw hour at all municipal lots	\$0.40
	30 minutes after charging (except for at Scarborough Station)	\$5.00 per hour

Roll Call:

Trustee Hunt	Aye
Trustee Netburn	Aye
Trustee Mallett	Aye
Deputy Mayor Chatzky	Aye
Mayor Vescio	Nay

Authorize Village Manager to Execute a Supplemental Agreement with NYSDOT for Snow and Ice

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

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an adjustment to the agreement with the New York State Department of Transportation for the Indexed Lump Sum Municipal Snow and Ice Agreement for the period from July 1, 2024 through June 30, 2029 for the 2025-2026 season.

Library Board Appointments

The Board thanked the new members for volunteering and thanked the outgoing members Andrea Ziltzer and Bob Fetonti for their dedication and service to the Village.

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

BE IT RESOLVED, that the following individuals are appointed to the Library Board for a term commencing January 1, 2026 and expiring December 31, 2030:

1. Michael Zimmerman
2. Jane Mackillop

Minutes

Upon motion by Trustee Mallett, seconded by Deputy Mayor Chatzky, the Board voted unanimously to approve the minutes of December 2, 2025.

Adjournment

The Board wished everyone a fantastic holiday season.

Upon motion by Deputy Mayor Chatzky, seconded by Trustee Hunt, the Board voted unanimously to adjourn the Regular Meeting at 9:36pm.

Respectfully Submitted By,

Christine Dennett
Village Clerk/Assistant Village Manager