

June 11, 2014

A Meeting of the Town Board of the Town of Greenburgh was held in the Meeting Room, Greenburgh Town Hall, 177 Hillside Avenue, Greenburgh, New York 10607, at 7:30 PM, Wednesday, June 11, 2014

## **PLEDGE OF ALLEGIANCE**

**ROLL CALL:** Town Clerk Judith Beville

Present: Supervisor Paul J. Feiner  
Councilwoman Diana D. Juettner  
Councilman Francis Sheehan  
Councilman Kevin Morgan  
Councilman Ken Jones

Staff Present: Judith Beville, Town Clerk  
Timothy Lewis, Town Attorney

## **CEREMONY**

Honoring Firefighters

## **PRESENTATION**

Greenburgh Community Mediation Program by Gail Goodman and Ruth Weinreb, founders of Talking Alternatives

Living History Initiative - Ben Amaral, Alana Lyman, and Brendan Son

## **SUPERVISOR & TOWN COUNCIL REPORTS/ANNOUNCEMENTS**

GOOD NEWS...The Town continues to have the highest possible bond rating from both Standard & Poors (AAA) and Moodys (AAA). Only 3% of communities in nation have this rating

Any individual or group interested in a visit from the Town Board should email the Board at [TownBoard@GreenburghNY.com](mailto:TownBoard@GreenburghNY.com)

## **TOWN CLERK COMMENTS**

## **DECISION**

To consider a petition by Nikus Realty LLC, 728 Central Avenue, LLC and Curry Realty, LLC to allow for a Special Use Permit for motor vehicle sale uses in the Central Avenue Mixed-Use Impact Zoning District (**held over to a subsequent meeting**)

## **PUBLIC HEARINGS**

STATE OF NEW YORK  
TOWN OF GREENBURGH  
X-----X

Public Hearings Before The Town Board  
of Greenburgh, New York, in Connection  
with Various Applications in Relation to  
the Town Ordinance of the Town of  
Greenburgh.

X-----X

June 11, 2014      Greenburgh Town Hall  
                         177 Hillside Avenue  
                         Greenburgh, New York

BOARD MEMBERS:

- Supervisor Paul Feiner
- Councilwoman Diana Juettner
- Councilman Francis X. Sheehan
- Councilman Ken Jones
- Councilman Kevin Morgan

STAFF MEMBERS:

- Town Attorney Timothy W. Lewis
- Town Clerk Judith A. Beville

TRANSCRIBED BY: Lori Ann Sacco  
                         Official Court Reporter

To consider an application for an Amended Site Plan by Elmwood Country Day School for the property designated on the Tax Map of the Town of Greenburgh as Parcel ID: 7.520-319-37, 7.520-319-38, 7.520-319-39, 7.50-319-40 and is situated on the North side of Dobbs Ferry Road, 207 feet from Worthington Road

SUPERVISOR FEINER: And we have some public hearings. The first hearing is to consider an application for an amended site plan by Elmwood Country Day School for the property designated on the tax map of the Town of Greenburgh as parcel ID: 7.520-319-37, 7.520-319-38, 7.520-319-39, 7.50-319-40 and is situated on the north side of Dobbs Ferry Road, 207 feet from Worthington Road. I would like to move that we open up the hearing.

COUNCILWOMAN JUETTNER: Sec-  
ond.

SUPERVISOR FEINER: All in favor?

COUNCILMAN JONES: Aye.

COUNCILWOMAN JUETTNER: Aye.

COUNCILMAN SHEEHAN: Aye.

COUNCILMAN MORGAN: Aye.

MR. MADDEN: All right.  
Thank you very much, Supervisor Feiner, members of the Town Board. My name is Thomas Madden. I am Commissioner of Community Development and Conservation.

I would just like to add for the record here that we would like to incorporate all the previous transcripts and information that has been submitted as part of the file into tonight's hearing.

As you remember, the last time when we did have a public hearing on this application, before it was held over, there was to be a site visit scheduled for the property. On April 26th there was a site visit that I attended with the applicant as well as the neighbors to look at different parts of the development application. During the last month or so the applicant has been going back and forth with the residents, talking about different types of mitigation as well as Councilman Sheehan went and did a site visit last night as part of looking at the application.

I will turn it over to the applicant. Let the applicant go through all the different mitigation and potential conditions.

TOWN ATTORNEY LEWIS: We received a letter with regard to the application.

MR. MADDEN: I haven't received it. We'll put that into our file upstairs. We'll put that in the file upstairs.

MR. NULL: Good evening, Mr. Supervisor, members of the Town

Council. For the record, my name is William Null, partner with the firm of Cuddy and Feder, and I'm here on behalf of Elmwood.

We very much appreciate the cooperation and input from the neighbors in -- in speaking with us about what mitigation we could propose and implement, some of which has already been implemented.

I had laid out -- There were multiple letters we submitted since the last hearing. There was an April 23rd letter and a June 3rd letter that I submitted to the Town Board as well as Mr. McGarvey having submitted May 22nd plans. And those plans show, among other things, an eight foot fence along the northern border of the property line. Plantings proposed along that boundary as well, some of which has been put in. My understanding is the fence has already been installed. We propose to install an eight foot fence along the raised recreation field that's on the westerly side, northwesterly side. That has a chain link fence on it. We're going to put a picket fence of eight feet on that as well.

We submitted to you a list of conditions that we have agreed to be part of any approval resolution here. And I think it's important to Elmwood that it's looking to reach out and improve its relationship with its neighbors in doing this. This is not something that I would say is at all compelled by the application. The application itself concerns an activity field on the -- really in the middle of the site but on the easterly side. And what we're proposing is along the entire northerly border, not in the area of any proposed improvements.

We have also proposed that the activity field be limited in its -- in the hours of operation so that after -- it cannot be used after 4:30, and it cannot be used on the weekends at all and it will be surrounded by a six foot chain link fence with a gate that will be locked when not in use.

COUNCILMAN SHEEHAN: So,

you're voluntarily agreeing to that condition?

MR. NULL: That's correct. We think that's consistent with what the neighbors were interested in. It follows what the Planning Board was asking for, but we provided a six foot fence to make sure that -- that it can be effective. There is a gate on the westerly side of the site that leads to a property that is owned by somebody who is connected to Elmwood. And we're proposing that we put a lock on that gate and provide a key to that individual, but otherwise restrict the use of that gate so that people can't just go back and forth.

Certainly if -- if it ends up at some point that the property to which that gate connects is no longer owned by somebody associated with Elmwood, then we would close the gate and not make it available to anybody. Right now it's just a convenience back and forth.

There are also substantial drainage improvements that we're proposing not only under the synthetic field that's being constructed. There are no drainage improvements there at all right now. There is also, as delineated on Mr. McGarvey's plan, drainage work, including a berm and swale and improvements to existing drains and a trough drain across the driveway, leading down to the parking lot, that are part of what we're proposing here.

I had mentioned that we're proposing plants. There are green, giant arborvitae trees, which are the recommended tree that the Town's forestry agent suggested. They are fast growing, an evergreen, and we thought they would be effective to provide quick screening, but screening that will last for a period of time, hopefully long period of time. And should any of them not survive, we will replace them. And we put those as well into the -- in the conditions.

We have also agreed in good faith to meet with neighbors three times a year at convenient times that are mutually convenient times. Two months before the

camp starts. One time during camp season. And two months after the camp ends. The concept there is that we'll keep in communication. We'll be able to fine tune operations and try to address issues that may arise. And we think that's a very positive step.

We have also agreed that generally, subject to certain exceptions that are set out in the conditions, we're not going -- we're not going to have activity at the camp after 7:30 p.m., other than some of the exceptions identified not on the weekends. So, you know, we begin by having only eight weeks of camp. If you count the July 4th break and everything, it ends up being 38 days a year. So, we're talking about not year-round activity, but we understand that nevertheless it has an impact on the neighbors. We're looking to be sensitive to address that while still maintaining what we think has not only been a meaningful contribution to the Greenburgh community, important to many, many families and children that have been -- resided in Greenburgh, but also been a business that we want to keep going. So, while it is business generated, it's also very important to each of the individuals involved in operating Elmwood that this be a significant participant in the Greenburgh community.

For that reason, among others, the event that's held one day, once per year for the Greenburgh Police Department and Fire Department, several of whose members were here earlier tonight being recognized, we're going to continue. It's a picnic at the camp. One of the principals of the camp is on property whenever this occurs. We are not aware of any -- any way in which it became unruly or inappropriate. And we don't think that that's a likelihood with -- with people who are as community minded as volunteers or police officers. But if there are any reasons to be concerned, we have got somebody on the property, and we're going to continue that.

The only other thing I will say is that while we're saying 7:30 p.m., you know, we have some off-property field

trips, where buses go off property and come back. Traffic can be whatever. Whatever it is. Things can happen. So, we're hoping, we're asking these not be rigid restrictions so that the bus can come back to the camp. The parents could pick the children up. And we're able to continue to operate. We understand within those parameters we think it's important to lay out the way in which reasonable expectations can be documented.

I think that's pretty much it. As I said, they are laid out, but this has been a back and forth with the neighbors. And a significant advance from what has

been at times a very good relationship and other times a difficult one, with extensive litigation that had been to the courts. And I laid that out in another one of the letters that I presented to this Board.

I know that from the letter that Mr. Lewis indicated came from Mr. Pappalardo's office, we are -- we are -- we believe we're improving the conditions for those neighbors as well. As well as, of course, perceptions are one's own. And the Camardellas, Tortadellos have lived in that property since 1993. And were in their homes at the time the litigation that was brought before Supreme Court of the State of New York Appellate Division and Court of Appeals. Among the claims at that time was that the camp's operation was a nuisance. Those claims were dismissed by the courts.

We also noted that under the noise ordinance that the Town has in place, the activities of a recreation use that's permitted by the Town are exempt. And we think that's important, although we're not flaunting it, we're setting up the fence. We're putting up the trees. And we understand that the hours of operation should -- should address that as we have submitted. Nevertheless, as I said, I think several meetings ago when I was here, you don't always agree with your neighbors. What you can do is try to have a constructive dialogue and then do what you can. But it doesn't always work out.

So, I know that we have a disagreement still with the Camardellas. If there is a way that we can find a middle ground, we're open to listening. But we -- we respectfully don't believe that a ten foot acoustical fence surrounding a recreation field is an appropriate condition. We have estimated. We have gotten quotes. It's 17 to \$25,000 to do that fence. And the work that we're performing on the camp is at the activity field at the other end of the camp. It has nothing to do with the existing recreation field.

If you have questions, Mike. I don't know if you have anything more to say. If you have questions, I would very much appreciate the opportunity to respond to them.

SUPERVISOR FEINER: Okay.

TOWN CLERK BEVILLE: I do not have any requests at this point for public comment.

SUPERVISOR FEINER: Would anybody like to speak?

COUNCILMAN SHEEHAN: Before you do, excuse me, I have a question. We posted up on the website the submission June 3rd from Cuddy and Feder. And at the end of that it has a list of conditions to be part of the approval resolution and two pages of agreements. Has there been any changes to those agreements?

MR. NULL: There was one change in that I added in -- I sent to Mr. Madden a revised plan -- schedule. Nothing substantive. I added, in the list of plans that Mr. McGarvey submitted, included ones that were submitted on the 23rd and showed the actual fence.

COUNCILMAN SHEEHAN: Drainage is mentioned?

MR. NULL: Yes. It's on the plans that were submitted. So, I added that and no other change. No. Thank you.

COUNCILMAN SHEEHAN: Do we

have a revised list, so we know exactly what is from the Building Department?

MR. MADDEN: Yes, we do. All, as Mr. Null was saying, all they added in was the clarification of the plan itself. So, the original list that was submitted didn't include the plan. Typically, as part of any type of condition you're approving, we always as the Town list the plans, so they get referred back to -- they are referred back to. So in the future we always have that set that has been signed off on. It could quickly be referenced by the Building Department.

COUNCILMAN SHEEHAN: But in the condition it says that if any of these trees, meaning the original plantings, dye, that they will be replaced. That's very limited. Does that mean you do replacement one time? Are you agreeing to the three Ds?

MR. NULL: The intention is to continue that.

COUNCILMAN SHEEHAN: So the ones that you then plant dye, you will replace those. You will continue to have continuous green.

MR. NULL: We're going to suggest that.

MR. MADDEN: And as well, any type of site plan that we've have, we have our forestry officer going back out and writing violations. In fact, we just violated a business on Central Park Avenue, because they didn't have -- they removed all the trees off the back over time. It was noticed.

We pulled out the 1979 site plan and wrote up violations based on that, based on some neighbor complaints.

MR. NULL: And there will be follow up.

MR. MADDEN: There will always be follow up.

COUNCILMAN SHEEHAN: The same

would apply to the fence. Something happens to the fence, it would be damaged or knocked down by a storm or whatever, you would agree to maintain that fence in good condition?

MR. NULL: Yes. We actually would maintain those. (Inaudible). The intention there is that it has to be there. Therefore, there would be replacement.

MR. MADDEN: Any further questions?

SUPERVISOR FEINER: Anybody from the public want to speak?

TOWN CLERK BEVILLE: Yes. Brian. Brian, when you come to the podium, please state your last name. Thank you.

MR. SHURSKY: Good evening. It's Brian Shursky, 36 Lark Avenue, White Plains, New York. I just have two questions. One would be what time is the other activity field, the hours till? The western one.

UNIDENTIFIED SPEAKER: 4:30. (Inaudible).

TOWN ATTORNEY LEWIS: Because he's back there, he'll answer them when you're done.

MR. SHURSKY: That would be great. I was trying to understand. Because if you're building one activity field and there is an issue, now you have two. Wouldn't that still be -- it would double the issues. 'Cause I would like more clarification of what the zoning is for the noise level in the area.

When I went online, I really couldn't gather information on it. What's the definition of recreational? I mean, it's a private business. Do they coincide? It's basically questions I'm asking. Is there any way I could look up more information on that? 'Cause I basically have a problem with the noise. No answers. Okay. So, if you can answer those two questions, it would be great. Thank you.

TOWN ATTORNEY LEWIS: Any questions about noise, how is that addressed.

UNIDENTIFIED SPEAKER: The testimony here is in my backyard.

TOWN CLERK BEVILLE: Laurie Mozella.

MS. MOZELLA: Hi, Laurie Mozella, 37 Lark Avenue.

I did want to say, I think for some of the neighbors we have been working very closely with Elmwood throughout this process. So, thank you for encouraging that and helping that to happen.

And Bill is correct. We have, I think, come to an agreement on most of the issues that we have had. Not all of them. And we understood, I believe, that we would never come to a general consensus, unanimous conclusion that we would all be happy. The camp has graciously put in an eight foot fence. We had -- They had mentioned a six foot. We asked for an eight foot. They have come back and done that. They are going to maintain it. We talked about trees and a noise barrier, which we hope will reduce some of that.

We had some discussions around trees and plantings. And we have deferred to I guess it's the forestry group or Forestry Department and Tom Madden. And I would assume that if those over time don't survive, they will be, as was stated, they would be replaced. If they are not the right plantings, I assume as well Greenburgh would step in and say we needed to make some changes to make it more appropriate.

Drainage looks to be fine. I think for all of us we wouldn't know until it's implemented. I would hope, and I think that the camp would agree, if we had some issues, we could at least go back and discuss with them versus having to come to the Town every time there is an issue.

We have agreed to meeting three times during the course of the

season. So, before camp starts, during and after. And I think that's good progress for all of us. I don't think any of us want to be calling the police and/or coming before you each time.

To reiterate something Bill said is I think we are in disagreement on some other points, which I think don't -- shouldn't be addressed as part of the permit. Some of that being the potential noise and some of it being the hours of operation. I think there have been a number of concerns in the neighborhood about it extending past 4:30 on an ongoing basis. There are some properties that abut that fence and the Elmwood Camp that find it extremely disruptive to be out on their -- their decks at night having dinner. I understand that. I'm not right across from the property. I am a couple of houses down. I do hear it. I'm not sure, as Bill stated in the past, I'm not sure that's part of this process. So, it's probably something we need to continue to pursue and continue to pursue with the camp.

I think there may have been some misunderstandings on both our sides during our discussions of how frequent that was. But I think that, you know, in general we have been pleased with the progress we have been able to make as a community, and hopefully we can heal some of the issues that have, you know, existed in the neighborhood over time.

So, that was it. I wanted to at least be representative of some of the neighbors. I mean, I know we're not all in collective agreement, and I know you mentioned a letter tonight. So, I don't think we're part of that, but I wanted to at least represent that we're working on relationships going forward. So, thank you. Thank you for your help.

COUNCILMAN SHEEHAN: Thank you.

SUPERVISOR FEINER: Thank you.

COUNCILMAN MORGAN: Thank you.

SUPERVISOR FEINER: Anybody else?

TOWN CLERK BEVILLE: We have no further requests.

SUPERVISOR FEINER: Then I would like to --

COUNCILWOMAN JUETTNER: Let him answer.

SUPERVISOR FEINER: Would you like to say anything? Would Elmwood like to?

COUNCILMAN JONES: Just answer the question.

COUNCILMAN MORGAN: You need to step up.

COUNCILMAN SHEEHAN: To the mike.

COUNCILMAN MORGAN: Thank you.

MR. LICHT: Good evening. I'm Greg Licht, Director of Elmwood Day Camp.

So, our full camp program is over every afternoon at 4:30 p.m. There are approximately about six evenings where we do have some kids remaining after camp for an evening program, where their parents come and visit. They get to see their kids swim, do a performing arts activity from time to time, perhaps a relay race and then have dinner altogether and then go home at around 7:30. So, we do do that about six times.

There are a few other evenings where we don't have programming going on, but we might have a late stay. Kids coming back from a water park or museum, and then parents will come and pick them up. So, those are -- those are the extended evenings that we have at camp.

And then there were a few weekends mentioned as well, which are staff orientation, and we have one new family day. So that's an answer to those questions.

And I would also say that we are very thankful that we have been able to kind of make some progress with the neighbors as well. It's been a good process for us to go through.

SUPERVISOR FEINER: Before we close the hearing, anybody else want to say anything?

TOWN ATTORNEY LEWIS: I wanted to raise the question raised with regard to the noise meter. There is a noise meter that is sometimes used. The City measures decibel levels, and different zoning districts have different levels. It's really a process of mutual cooperation. Obviously, particularly this time of year, people having barbecues and parties, and it's really a certain tolerance that you have for that sort of thing. And we encourage neighbors to work it out.

Often times I get involved because I get calls. But, you know, as the prior speaker said, it's something we try to work out without calling the police. We will call the police if we have to, but the objective is to get everybody working together and be reasonable, the reasonableness.

MR. SHURSKY: What is a reasonable decibel level?

TOWN ATTORNEY LEWIS: Well, in the letter that I read, in that particular area, it's referred to as 65. I know that Mr. Null had mentioned that certain uses may be exempt, but again, I mean, we'll have someone come out if that becomes an issue, but we really try to cooperate with your neighbors. And we want neighbors to really get along.

UNIDENTIFIED SPEAKER: So,  
65.

TOWN ATTORNEY LEWIS: Well, there may be exceptions to this particular case. Did you want to address that?

MR. NULL: Yeah. Under Section 385-(d) of your code it says, and I'll quote, "Sounds generated by or associated with organized sporting events of any public or private school or generated by or associated with organized sporting events of any public or private school or generated or associated with any sport or recreational activity sponsored or permitted by the Town is exempt." It recognizes what happens. That is, if you've got a recreational activity that's outside, it can be loud. And the camp is -- is that type of operation.

So, I'm not saying if we -- if we had amplified music at a high level, that it would be exempt. But the general activities of the camp are, in my judgment, exempt under that provision of the ordinance.

TOWN ATTORNEY LEWIS: I'm just saying notwithstanding that, I would encourage you to contact someone from the Town and indicate, you know, what you think, and we'll get together and see what we can come up with.

MS. MOZELLA: Right now I'm here. I'm standing.

TOWN ATTORNEY LEWIS: Right now we don't have a noise level that's in excess of that amount. We appreciate what you're saying, and we'll take it into consideration.

UNIDENTIFIED SPEAKER: Well -- (inaudible.)

TOWN ATTORNEY LEWIS: We can't have a public hearing like this. If you want to come up and speak, you can do that.

COUNCILMAN SHEEHAN: We can't have a public hearing this way. There is a stenographer trying to take this.

UNIDENTIFIED SPEAKER: Oh, I

didn't know.

COUNCILMAN SHEEHAN: I do have a question. One of the comments dealt with drainage and basically going on faith. Don't know what the effect of drainage will be until it's in. I would like to address what could be done to address the drainage so that that leap of faith is not something, we can back it up.

MR. MC GARVEY: I'll address the drainage issue. Since our last meeting back in March, April --

COUNCILMAN JONES: Identify yourself for the record.

MR. MC GARVEY: Michael McGarvey. I'm the engineer for the project.

Since our last meeting back in April, subsequent to the meeting we had with the neighbors, we did -- somebody brought to my attention another area of the site that was getting wet. Some water was traveling down the driveway. It was alleged it was suppose to be going into a catch basin and then piped off the premises. Some of that water was not going where it was suppose to go. It was actually going over a little asphalt pump, traveling down to the lower section of the property, where there is a gravel driveway and dirt driveway.

What I had done since that meeting, we have shown a trough drain across the front of that berm or that asphalt pump. And that trough drain will be piped into the existing storm drain system on the property.

We have also shown a -- another berm behind that trough that would catch any water that may sheet across that -- that does not fall into the slots into the trough drain, to catch it again and bring it into the existing system, which goes down into the drainage system adjacent to the firehouse.

COUNCILMAN SHEEHAN: That's remote from the field.

MR. MC GARVEY: Yes, sir.

COUNCILMAN SHEEHAN: Are you doing anything related to the field?

MR. MC GARVEY: Absolutely. We have -- I forget the exact amount. We did a stormwater analysis of the whole field. I believe it's somewhere in the range of 16 or 18 Cultech infiltrators that will capture the water from the field and put it back into the ground.

COUNCILMAN SHEEHAN: The Fire Department immediately abuts the field as well as a house. There will be no increase in runoff?

MR. MC GARVEY: There will be absolutely a decrease in runoff. Absolutely. We have shown that in my calculations on the plans.

COUNCILMAN SHEEHAN: Feel better?

MS. MOZELLA: Yes, I feel better.

COUNCILMAN SHEEHAN: Thank you.

MR. MC GARVEY: Thank you.

SUPERVISOR FEINER: Anybody else like to speak on this?

TOWN CLERK BEVILLE: Ed, did you want to speak on this or something else? I'm not sure what you mean by taxes. Ed Krauss. Ed, I'm not sure what you meant by taxes.

TOWN ATTORNEY LEWIS: Mr. Krauss, did you want to speak on this issue or something else?

TOWN CLERK BEVILLE: Ed, are you speaking about Elmwood?

COUNCILMAN JONES: Ed Krauss.

TOWN CLERK BEVILLE: Are you speaking about, Ed, Elmwood? Did you want to speak on Elmwood? Okay. Thank you. We

do have someone else who came up. John Camardella. Are you going to speak?

MS. SAITLY: Yeah.

TOWN CLERK BEVILLE: You need to properly announce your name.

MS. SAITLY: Saitly.

TOWN CLERK BEVILLE: S-A --  
I-T --

MS. SAITLY: L-Y.

TOWN CLERK BEVILLE: First John will speak. And then when he's done, you will speak. Thank you.

MR. CAMARDELLA: My name is John Camardella, 4 Jay Court.

I want to address the noise level that their club says is acceptable, that is somewhat not exceeding the Town codes, but when the noise level starts at 8:00 a.m. in the morning and continues at a constant level that exceeds any tolerance or any levels that the Town has set and it goes until 4:30 in the afternoon, I don't think that is acceptable.

I think the fact that there is only six weeks a year that I could use my backyard in the summer, that these guys operate this camp, is that I can't use my backyard because you can't sit back there. You can't enjoy anything. You can't do anything because the level of noise is consistent all day long, which exceeds 6.5, 7.5 levels.

There is amplified music. There is kids playing. There is kids talking. There is kids screaming. There is activities. There is amplified music. It's constant. It's not that you get a spurt and you say okay, the kids are having some kind of activity and then it dies down and it's acceptable. It's just that it's not tolerable at all. You can't sit back there at all.

So, to let these guys say that -- that it's okay and it's within and this

is what we do. I pay taxes to this Town. I pay over \$18,000 a year in real estate taxes. Now it's at night. Now it's soccer games. Now it's the kids coming or the parents coming at 7:30 at night. It's just not acceptable.

So, you got a letter from my attorney today, and I continue to -- I'm going to pursue this. And I'm going to bother the Police Department everyday to come and to do the decibel reading. And they are required to do it. They are going to do it everyday.

It's been since 1993. And I've made concessions. And they have made promises to me that they have not kept at all. They have not kept at all. They are not good neighbors.

TOWN CLERK BEVILLE: Pooja Saitlay.

MS. SAITLY: I'm an attorney representing John Camardella of 4 Jay Court.

Just to add on to what John is saying, I think the main problem here is that since -- since they have been living at their house at 4 Jay Court since 1995 or 1996, there hadn't been any limitations put on the operation of the camp, the enrollment of the children, the hours of the camp. And it just seems to keep on expanding and getting noisier, getting busier.

While we're not asking the camp to completely shut down, we're asking for some sort of limitation. For some sort of boundaries on -- on this camp's operation.

The camp is located in a completely residentially zoned district and the -- while I -- I understand the statute that Mr. Null has cited, there is also the statute which we cited in our letter, which is 385-(f) and (g), which -- which -- which states that the sounds cannot go past 65 decibels. And I have urged my client, John and Christine Camardella, to obtain a decibel reading test this summer when the

noise is extremely loud, because it will show that -- that the camp is acting in violation of these statutes. And that's all we're asking for, is just some sort of limitation on the Town's -- on the camp's operation.

The other thing I just wanted to add was with regards to the eight foot fence that Elmwood has proposed or my client has been telling me it hasn't been installed yet. I've heard from Mr. Null that it has been installed or has started to be installed. I'm not sure as to exactly what's going on, but we just -- we just don't think that a simple chain link or stockade fence will due at this point. My client has spent over \$15,000 in -- in building his own acoustical fence. And all of that went to waste when the playing field was raised. And now the noise is going over that fence, straight into my client's yard. So I think -- I think that rather than proposing to put roofs over the picnic tables or spending money on unnecessary, little things, I think we also need to prioritize where the money should be spent. At this point my clients want the money spent on a high quality acoustical fence that is eight to ten feet, preferably ten feet. I know a variance would be required for that, but that's what we would definitely prefer for this. Thank you.

COUNCILMAN JONES: Excuse me. Can you clarify when it was that your clients bought their house. How long they have lived at 4 Jay Court. I believe Mr. Null said they lived there before 1994, and you just said they lived there since 1995 or 1996.

MS. SAITLY: I'm sorry. '93. I'm sorry. 1993.

COUNCILMAN JONES: '93. Thank you.

MR. CAMARDELLA: Just so that the Board knows when I bought my house, there was no fence between my property and Elmwood. It was all trees. It was all shrubs. At least 30 to 40 feet of property that these people occupied was all woods.

There was nothing there. Over the years, if you want to say that I understood when I bought it, yes, I did understand what I bought. I bought a piece of property with 30 to 40 feet of barrier, all natural trees. There was no activity. They made it a parking lot. They have raised their property over the years. They've utilized more land that is attached to my property or coming close to my property. That's the problem that we have.

When we lived there, there was no activity in the back of the building. Now there is activity that is unreal. So, that's the problem that we have.

COUNCILMAN SHEEHAN: I'm sorry.

MR. CAMARDELLA: Thank you.

COUNCILMAN SHEEHAN: Where is your property in relationship to the field?

MR. CAMARDELLA: On the northern border behind me, which was all wooded, was just a -- just a piece of wooded area. Now it's a parking lot. There has been years and years of community tree dumping bark chips to raise the level. To the right there was a playing field that was just a barren piece of land that had some chalk marks on it. Now it's raised over four feet, which is in violation also. And the sound that -- They have a six foot stockade fence around a house that is affiliated with the club, that the six foot fence from the -- my neighbor's property, excuse me, the height that they have raised their property, there is about two foot of barrier. So, if you just stand there, and they were gracious or not that smart to let me go stand there, that I could look. Stand there, on that elevated piece of property, and I could look into my living room and my dining room and my deck. I don't even have privacy, never mind noise.

Anyone could stand on that field that they have elevated, which we called the Building Department and told the Building Department about, but Mr. Lucido said yeah, they are just doing it for drainage. It wasn't for drainage. They

refurbished the whole field. Now it's a play area that they bring young children and they scream all day long. They have rotating, I guess, little activities that the kids are there all day long.

So, there is a six foot stockade fence on the neighbor's property, which their elevation is four feet to the playing field. So, I have two feet of barrier. So the noise just comes over. Not only do I have noise, I have no privacy. Because anyone that is over five feet can look right into my house.

Then there is a gate there, which they stated there is security on the property, that is constantly open and closed. Then their staff parks in -- on the court, Piper Court, five to ten cars every morning. And that's their passthrough. And those people also that own that house, the retaining wall or some kind of wall with steps going up, and their camp has the same wall. Isn't that amazing.

So what they do is instead of the staff parking on their property, they park on a public street. They walk through the fence that has no security. They say they have security. They have no security. You can walk into that club any time during the day or night. Only since we had the last meeting here have they been closing a fence to the entrance and exit of the club. But other than that, anyone could hop over.

Then the property that's adjacent to mine has a passthrough. So, anyone could come on from the front, from Dobbs Ferry Road, walk through, open the gate, break my window, rob my house and walk out. And they say that's security. So, that thing should be locked not when they sell the property. It should be locked immediately, because it's active.

Now, they have a house down the avenue, which they purchased, which is the same thing. Which is the same thing. People all day long. The Fire Department. I don't know if it's the Police Department, but Sunday morning there was fire trucks driving all up and down large. It's a

joke. It's just a joke what you guys are letting them get away with.

I'm not a picky guy. I've been dealing with this for 20 years. I know what I bought. My in-laws live in the neighborhood. My wife was born there. She's 58 years old. We know what our neighbors are. But this is getting out of hand now. These guys just do what they want to do. Every year it's a little more. It's a little more. It's a little more. It's not fair. It's just not fair that I can't use my backyard. It's just not fair.

TOWN CLERK BEVILLE: For the record the last speaker was John Camardella. And the next speaker is Brian Shursky.

MR. SHURSKY: Good evening again. Are you texting? Am I boring you?

SUPERVISOR FEINER: No.

MR. SHURSKY: Okay. Just want to make sure. I'm not a really good public speaker like you guys are.

Yeah. I've lived in that house since 1961. And there was no amphitheater behind the house back then. Now there is. It's like let's say a mini colosseum. And, you know, it's like shows going on. That's really loud.

Like John just mentioned, the house next to me is now owned by Elmwood. They haven't put the fence up there. I'm afraid. It's like a frat house. Is that going to be part of the school back and forth all the time too?

The fence behind our house that they put up, and I thanked them for that, that was put on a wall that they raised the land also there like about six feet. So, you know, it's like we can't walk around our house in birthday clothes let's say 'cause the campers look in. You can't sit on the porch or in the pool in a bikini, because the campers used to look in. You know, you got these little kids. And I don't want to go there with that.

But, you know, the noise is ridiculous. You know, I really like to know what the acceptable levels for decibels are. They are saying they are exempt from that. You know, that's a little unfair I would say. Thank you. Sorry.

COUNCILMAN SHEEHAN: There was a question raised regarding parking of cars on the street. Do you need -- need the off-street parking lot?

MR. NULL: I've heard nothing about any violations for insufficient parking. I'm not aware of the inability of people to park on a public street. But let me address the eight foot fence question.

COUNCILMAN SHEEHAN: Before you do, are your employees parking on the street?

MR. NULL: I'm not aware of whether they park on the street. We have parking on the site. I haven't been to the street to see whether people park there. I can't honestly tell you.

I would like to respond that --

COUNCILMAN JONES: Has people complained to you that people park on the street?

MR. NULL: This is the first I heard of it.

TOWN CLERK BEVILLE: Sir, we have one more person to speak. Do you want to wait?

MR. NULL: I'm sorry.

TOWN CLERK BEVILLE: You might want to wait. Hal Samis.

MR. SAMIS: Well, of course, it would be my fondest wish that the Town Supervisor were present throughout the public hearing, but obviously he can't be, because he is a very busy man.

I'm not so much interested in this issue tonight as I am -- as it is a laboratory for the future of this Town. Because near to this location the Town at one time was seeking to proceed with an eight foot bubble, an outdoor playing field. And, who knows, it may happen on a driving range near you or it may happen on a piece of property owned by the Town. The question is, you're hearing from the public, the voters, the taxpayers who have concerns about facilities which operate outdoors, in residential neighborhoods and create loud volumes of noise.

Your decision on this issue is also a decision which should be taken with full knowledge of another issue that you're going to be dealing with soon, the eight foot -- the eight story high bubble and outdoor playing fields. How you treat this issue is certainly going to be an indicator of how you're going to deal with that location.

MR. NULL: Mr. Camardella made reference to a raised recreation field. It's on the northwest side of the site. In our letter we -- which I did forward to Mr. Carmardella's attorneys, we committed to put an eight foot fence around a portion of that northerly -- the northerly side of that recreation field that's shown on the plans that Mr. McGarvey submitted. And it will wrap the corner, I think two panels or so, on the easterly side. So, if -- at that point you'll have an eight foot fence on top of about a two foot retaining wall, two, three feet retaining wall, whatever that is. So, that's 11 feet above the grade of whatever is -- is -- the grade at which the existing eight foot fence that the Camardellas have installed, frankly on a portion of Elmwood's property. Because several years ago Elmwood said they could put that fence up and it's partly on Elmwood's property is my understanding. We don't mind that. It's permitted by us.

I'm just saying the eight foot fence that we committed to put up around the existing recreation field that's on the other end of the camp from the activity field that's the subject of this application will have an eight foot fence on it. We weren't able to do it in time for the camp beginning, because it required additional work. It's on top of a rock base. We can try and expedite that if that makes a difference here. I'm not sure that it will. But a 17 to \$25,000 acoustical fence of ten feet high is not something that we think is appropriate or necessary.

COUNCILMAN MORGAN: Anyone else?

TOWN CLERK BEVILLE: No. No one else.

COUNCILMAN MORGAN: A motion to close the hearing.

SUPERVISOR FEINER: I would like to make a motion that we close the hearing and leave the record open for seven days.

COUNCILWOMAN JUETTNER: Second.

SUPERVISOR FEINER: All in favor? Aye.

COUNCILMAN SHEEHAN: Aye.

COUNCILMAN JONES: Aye.

COUNCILMAN MORGAN: Aye.

COUNCILWOMAN JUETTNER: Aye.

COUNCILMAN SHEEHAN: If anybody has any written comments, you can continue to send them in for seven days.

TOWN ATTORNEY LEWIS: The Town Board has not made a decision and will consider all the comments that were made here this evening.

To consider a one-year agreement between the Town of Greenburgh and the Village of Tarrytown for Fire Protection Services to Unincorporated Greenburgh residents of the Glenville Fire Protection District for the year 2014 **(This hearing will be held over to the meeting of 6/23/14.)**

To consider an amendment to the Rules & Regulations of the Consolidated Water District No. 1 incorporating a Water Meter Reading Dispute Resolution Policy, and to consider an increase in the billing rates for the Consolidated Water District No. 1

SUPERVISOR FEINER: Next to consider -- a public hearing to consider an amendment to the rules and regulations of the Consolidated Water District No. 1, incorporating the water meter reading dispute resolution policy and to consider an increase in the billing rates for the Consolidated Water District No. -- No. 1. I would like to move that we open that hearing.

COUNCILMAN JONES: Second.

SUPERVISOR FEINER: All in favor? Aye.

COUNCILMAN MORGAN: Aye.

COUNCILWOMAN JUETTNER: Aye.

COUNCILMAN SHEEHAN: Aye.

COUNCILMAN JONES: Aye.

TOWN ATTORNEY LEWIS: John, I know Victor was here. Is Victor still here?

MR. LUCIDO: Yeah.

SUPERVISOR FEINER: So, we're just waiting.

TOWN ATTORNEY LEWIS: Yes. While we're waiting, I just wanted to mention that the next Town Board meeting is on a Monday versus a Wednesday, June 23rd. I wanted to highlight for everyone that the next Town Board meeting is going to be Monday, June 23rd, 2014. The Town Board meetings are usually on Wednesdays. The next one will be on a Monday at 7:30. Again that date would be Monday, June 23rd.

COUNCILMAN SHEEHAN: And the following will be on a Tuesday.

TOWN ATTORNEY LEWIS: That's correct. The next meeting will be July 8th, which is a Tuesday. So, something to keep in mind.

COUNCILMAN SHEEHAN: And while we're waiting, we might as well read. "The Comprehensive Plan Steering Committee will hold its fifth public comment meeting on the Draft Comprehensive Plan tomorrow, Thursday, June 12th, 7:30 p.m. at Town Hall. Copies of the plan are available at Town Hall and at the Greenburgh Public Library. It's available online at Greenburgh Comprehensive Plan, all one word, dot com, Greenburgh-ComprehensivePlan.com. And there are hyperlinks and typical maps. Written comments may be sent to plan zone P-L-A-N-Z-O-N-E at Greenburgh NY.com. Additional questions and comments have been posted."

TOWN ATTORNEY LEWIS: Victor, do you want to familiarize people with what the amendments to the water regulations would consist of.

MR. CAROSI: Sure. Good evening. So, this is the public hearing for the proposed water rate increase. And as may have been heard earlier, the Water District Advisory Board, in conjunction with those of the Water District, have look at the rates for this year. We know that New York City rates have increased, and it's important that the district maintain a -- a sufficient revenue base and are able to pay, continue to pay those rates back to New York City. As a result, we feel that a 7.7 percent increase to the water rates currently in effect we're proposing forward going into 2014. That 7.7 percent increase would reflect an increase of base rates to 5.20, \$6.52 and \$7.75 per thousand gallons of consumption or per year, and those were to be our three different rate blocks that we're proposing.

Again, we feel this, this rate increase has been discussed with the Water Advisory Board, and we feel that the New York City water rate increases in the past two years, because it's been two years

since we proposed a rate increase, have gone on considerably. This is necessary to maintain the status quo with the Water District. And we feel it's important to do that at this point and also looking forward to the future we know we have many different projects on tap. We would recommend that this modest increase is go into effect as soon as this hearing is closed, within the prescribe 30 days we'll do that.

TOWN ATTORNEY LEWIS: There is also a dispute, water meter dispute resolution policy that is being added as well.

MR. CAROSI: Yes. That was discussed at our last public hearing. There were a number of comments that we addressed. And at this point there were no changes specific to that. So, the language that we had discussed at the last public hearing for the dispute resolution, as far as I'm advised, it stays in effect. And that is a provision there to allow residents, customers that feel that there is an error in their water bill, to have an appeal process that would allow for certain situations with extraordinary high bills to have go through a process. Specific on that it does require that substantial -- provide evidence of a leak, and that that leak has shown, you know, to be prepared and we'll definitely do what we can within the prescribed methods within that resolution to rectify that bill, if possible.

SUPERVISOR FEINER: Thank you.

COUNCILMAN MORGAN: Thank you.

TOWN CLERK BEVILLE: Bob Bernstein.

MR. BERNSTEIN: Good evening. I want to speak about both prongs of this. With respect to the procedure to appeal, as was indicated at the hearing two weeks ago, there are apparently only eight disputes outstanding. In checking my files on this, several people who complained to me pointed

out that they were aware of other situations where people had retained counsel and had threatened. And in response to those effort, their water meters were replaced and the -- the Town wrote off the dispute. I don't know whether that's true or false, because that's just what people are saying. But what it does for me is underscore.

There is a certain tension, an unfairness if you will in that, as I indicated before, one prong of the dispute resolution is those who are complaining about errors in their meter. And they have limited recourse. If there is no re-testing to show an error, well then the meter reading, as indicated, stands. The other is for those who are seeking relief where there is proof of actual leakage that has caused a high increase.

And when we talked about this two weeks ago I said that, you know the reason the water meters are being replaced is that they were deemed by the Town Board, upon the reports from Victor, who I think was relying on outside consultants too, to be nonfunctional, unreliable. That's why we're replacing them. I was chided by a member of the Board here for making a misstatement. I don't think I did.

But I looked at the recommendations from the Water District Advisory Board that are before you right now. And they state that "The meters were replaced because the water", I'm reading, quote, "the water meter reading systems were not functional." Period close quote. So, this isn't me making it up. This is your own Board said so.

So, it seems to me that what's required here, an element of fairness, is maybe you need a neutral ombudsman to review the recommendations that Victor comes up. I was disturbed in particular that the highest reported incident involves somebody who has since sold his house or is trying to close and the Town is using the \$6,000 bill as basically leverage to prevent the closing from taking place unless the bill is paid. And I was especially disturbed when Victor said hey,

you know, we looked. We saw this guy had a huge leak on his property. That was never reported to me. And the notes I saw of the meeting that this guy had with the Water Department indicated no such thing. The Town Supervisor met with this gentleman too on several occasions. And I'm sure given his letters to the Town, to Victor he never said any such thing, and they don't say any such thing, nor did he receive any such response that indicated such thing. There aren't that many here. That fairness maybe dictates that you have some kind of neutral third-party ombudsman available to hear any disputes that can't be resolved.

With respect to the water rate increase itself, I have no problem with the proposed increase, although nobody likes an increase, that's proposed, but I do have a fundamental problem with what the District Advisory Board is telling you. They are telling you that despite the fact that they meet, as Francis points out, for long hours at a time, at your work session yesterday, they seem still not to know what the infrastructure costs are and what the fixed costs are and whether they impact on the rate structure. That's pretty shocking. If you're going to raise rates, be transparent. You created a Board to create transparency. And the Board is telling you the process isn't transparent because we're not getting information. That's pretty disturbing.

I would think, after having a water increase two years ago of around 75 percent, you owe it to the taxpayers to be transparent. I have more to say about this too in another area of transparency that was raised yesterday, but my time is up for now. Thank you.

SUPERVISOR FEINER: Victor, I have a question. The suggestion to have the independent, you know, third-party person who would review, is that something that could be incorporated in? I mean, that makes some sense.

MR. CAROSI: From what I understand to be -- The request is to have an ombudsman or somebody of that nature that would provide an independent approach.

Again, that's something, as far as a policy making Board, if you feel there is an opportunity that would provide, we could work with the Advisory Board and come up with some type of way possibly.

Our proposal was that, that one would prove a leak. Work with the meters. If the meter proved accurate, then there is no -- no action. And if the meter proved inaccurate, that the meter would be changed. If there is a leak, you know, it was determined we would make some type of adjustment. Again, this would be an additional approach. And it was brought up two weeks ago and, you know, I would have to say it's more of a policy at this point.

SUPERVISOR FEINER: Maybe, Mr. Bernstein, you could -- if you would e-mail us, you know, a little bit more specifics in terms of the ombudsman approach and what you would envision. Then I would ask the Water District Advisory Board to consider, you know, that suggestion, because I would like to see, be as, you know, consumer friendly as, you know, as possible. I think it's a constructive idea and, you know, I would like to -- I would just like to, if you could just elaborate on exactly what you would see their role and, you know, again then the Water District Advisory Board could take a look at that. And, you know, perhaps we would want to make an amendment to the proposals for the appeals process, if everybody feels it could be beneficial.

COUNCILMAN JONES: Also, Victor, I wanted to see if I was understanding something correctly. The issue around the water meter reading system is not actually recording or being obsolete and not recording the actual levels of usage, that refers to the handheld devices that actually read those meters, is that correct?

MR. CAROSI: Meter reading system, that would be the devices, yes, that can read the remotes from the meters.

COUNCILMAN JONES: So, it's not the case that the meters at the homes recording the level of usage in the home

are incorrect or are not leveling -- are not reading those levels correctly. It's the case that the handheld instruments used to read those meters are obsolete and unable to read them, is that correct?

MR. CAROSI: That's what we're talking about by the system. The interface there is what's obsolete. The meters, themselves, of course, are many, many years old, and obviously it's necessary to replace the meters as well. But it's the interface, when we're talking about the reading system, the ability to get the information out of the water meters in an efficient and accurate manner. That's one of the major issues we have currently.

COUNCILMAN JONES: So, the meters themselves, while old, still by in large have accurate readings?

MR. CAROSI: By in large.

COUNCILMAN MORGAN: This is the reasoning you had brought up a few years ago that these reading devices, you can't get them fixed anymore. There is no more spare parts. You've been getting spare parts from other communities, and that's the reason that we decided. But there is also an issue that was brought about with a gentleman who apparently we're holding up their closing because we're holding him hostage for a water leak. There is nothing in the file that would suggest that there was a leak on that property. But you reported to two weeks ago that there were reports that your department went out there and checked and there was a leak and this had been followed up. It's not that we, you know, blew off the resident. It's that you did an investigation, and it showed that there was a leak and the -- I believe the resident was advised of your findings.

MR. CAROSI: Yes. That is correct. I had communication with the resident's attorney. And as far as records, I asked the Water Department for the records and, you know, give me what we had on the file.

As far as what records were brought to whom, I could not tell. I could tell you specifically I do have documents from the customer's file that specifically state, you know, there was a representative from the Water Department that did go out to the site. Did observe a leak. I will say in conversations with the resident directly, that portion did not come into light. It was only when we dug deep into the history file that I found that information. But as far as any --

COUNCILMAN MORGAN: And you notified their attorney.

MR. CAROSI: Yeah. He's aware of it, and I'm not aware of any problems. I wasn't involved in the closing process. I can't tell you what's going on there. But we had some -- communicated with the attorney on this matter, and he's even aware there was a public hearing on this point too.

COUNCILMAN MORGAN: Thank you.

COUNCILMAN SHEEHAN: Will you look into the accusation that some water users had their bills forgiven because that almost smacks of it's who you know. And we don't have a dispute resolution policy in place now, and if you could find out whether or not about that.

MR. CAROSI: Yeah, I was very interested in that. I'm not aware of any deals or anything that was arranged. We do change meters, there is no doubt about that. But as far as any other matters that were discussed, this is the first time I'm hearing of it. I definitely will be inquiring, because again that's why we're proposing a dispute resolution, because there is no current process.

COUNCILMAN SHEEHAN: I would point out that the Town is undergoing a swap out of the meters so that they don't have to be manually read and they will be read electronically. And part of -- Once this is started, staff has started to, even for the ones that have been put into place, started to do some test runs to see how

they are working.

And we recently received two e-mails. One was from one of the staff members who said that an alert came up on one of these new meters, that there was a high usage. It highlighted that the account, starting on May 12th, his consumption jumped over 3,000 gallons a day. And when they looked into the hourly account, it turns out that they normally have a fairly low usage. But the system also picked up that this was a continuous usage, 24 hours a day of over 150 gallons an hour. Seems like a leak.

So, they went out to the person's house. It was an elderly gentleman. He did not know the leak. However, he said the water pressure was quite low. The Town staff said, is there any facilities, any bathrooms that you don't normally use. And there was one in the basement, and they went down to the basement. Sure enough, the flapper was stuck in the up position and the toilet has been running nonstop.

The new meters will catch that. Whereas, the former meters, you wouldn't know until you get your bill three months later and it's a dramatically high bill.

In another instance a person came up as a hit that there was a potential leak. And in reviewing that person's account, they normally used 1.8 gallons per day of water. That seems quite low. And trending towards the minimum. Then they found there was a trend towards 60 gallons per hour. And then it went to 125 gallons per hour.

So, they went to that house, and unbeknownst to the occupant of the house, the backyard was totally flooded because a cleaning lady had left the hose on and continually flooding the backyard.

So, there are explanations for some of these. I'm not saying that these apply elsewhere, but the new meters will help keep costs down. And part of the proposal is that once this meter system is

in place, the -- the high water bills caused by a long duration of a leak should not be an issue.

TOWN CLERK BEVILLE: Ella Preiser. Oh, I'm sorry. Hal Samis is number two. I'm sorry, Ella.

MR. SAMIS: Kind of wondering if anyone else is aware of the evolving nature of the public hearing. It seems that the public, having their opportunity to speak, is taking second seat to the Town Board. I'm kind of curious how that came about.

I'm kind of curious also about how these rates were set. Now, I wasn't at the hearing two weeks ago, so maybe the answer is out there. And because you folks are the people voting on it, I'm sure you will be able to fill me in on a simple question. What does Greenburgh pay New York City for water? Any of you know? But you're going to vote tonight, right?

So, therefore, it seems fairly logical that you would be accepting the paying for all this rate increase. New York City keeps referring to that all the time, Mr. Carosi, New York City, New York City has raised its prices. They have gone up considerably you said tonight.

Well, you know the rate increase for Greenburgh, because that was mentioned. You know how much we're paying at various price junctures, which is \$5.20 for one quantity of a thousand, up to 3,667 gallons monthly. 6.52 if you use up to 17,000. 7.75 if you use 17,000 or more. And 10.40 if you buy it out of district.

Of course for New York City water, Greenburgh seems to be out of district. But even if there is a low price that we get, that's wonderful, except for one other problem I have. The pricing model that we're using here certainly seems contrary to every other pricing model. I'm curious why. And before I state that, let me bring up a similar circumstance.

Town is undergoing revaluation right now. Under the theory that some of

the lower paying taxpayers are supporting -- are being supported by higher paying taxpayers and the reverse, that there should be some desire to make it equal. Well, what we have here is we're setting up the same kind of tier structure. And it's unusual in the broader world in that golly, you know, I always thought that those who bought the most, got the lowest price. The bulk order.

It seems to me in the world of water, that the bulk user probably has less pipes going to his facility than individual homes. Therefore, there would be a common use of scale in delivering the water to large users. Nevertheless, we find the reverse is present here. You see that the large users are paying a lot more than the small users.

Now, of course, as Mr. Bernstein has pointed out, the Water Advisory Board doesn't know anything either because they are not being given information. That's what we call part of our transparent government of course. The reality is since the Town Board doesn't know, maybe Mr. Carosi will give us the courtesy of standing up and telling us in terms of comparison. Must be looking furiously for the answer. How much we pay New York City so we can see how much of this rate increase is really the fault of New York City or whether it's inefficiencies in our own Water Department.

In fact, you know, it's -- it's considerable confusion like this that goes on from month to month because guess what? New York City sells water to Greenburgh at whatever price and yet New York City, in the price it sells water to us, has infrastructure costs, just like Greenburgh, has payroll costs, just like Greenburgh, has payroll and benefits and perks, just like Greenburgh, to its employees, and has to source the water itself. So, the question is, how come New York City apparently is doing so much of a better job and we're playing catchup but we're making our residents pay for the inefficiencies run by Greenburgh.

Mr. Carosi, you're free to come up and tell the public and remind the public \$5.20 going up to 7.75, going up to 7.40 a thousand gallons. What does Greenburgh pay per thousand gallons?

TOWN CLERK BEVILLE: Ella Preiser.

MS. PREISER: I'll be fairly brief. One, regarding this dispute controversy. If I get a very high water bill, do I have to pay that we'll say \$6,000 within the 30 days or risk 15 percent penalty right now or do you put it on hold? That has to do both if I'm questioning whether there is an error in the meter and I asked you to come out and somehow or another I don't get you out or we don't get the meters tested within the 30 days will I still be required to make the payment up front or risk the penalty?

Regarding the -- the information on the water rate increase. Two years ago, Mr. Carosi, when you brought the second increase in a little over a year, and it was well over a hundred percent over from 2011 to 2012, you presented a chart that had a table that had a list of all of the other large municipalities around and showed what their rates were. Is it possible to get that kind of a table again so we can see that -- that table in 2012, which sort of showed that we were in the middle of what the costs were to water users. So I would appreciate it if you could make that available.

And the third point I want to ask about is part of this was suppose to be on reducing the penalty from 15 percent to 1.5 percent. Is that part of what we're talking about now? I mean, it doesn't seem to be what's listed on the agenda. But is the reduction in the penalty going to be part of what you're voting on now? If I could have the answers, that's all I have.

TOWN CLERK BEVILLE: Ed Krauss.

MR. KRAUSS: A couple of

years ago or more a carton was found in the basement of the courthouse. And the carton had in it hundreds or even more, a thousand dollars worth of unpaid tickets. The Town hired an administrator type of person for 50 odd thousand dollars. And when she was there, she achieved a modicum of success. In no time flat the 50 became a hundred. And as soon as it went to a hundred, her success went downhill, and in a very short time she quit.

I haven't heard a thing either at these meetings, at work sessions, newspaper stories, what happened to those bills that should be revenue producing?

TOWN ATTORNEY LEWIS: You're going to tie this into the water rate hearing, right? This is a public hearing on the water rates.

MR. KRAUSS: I asked that this is a public hearing.

TOWN ATTORNEY LEWIS: On the proposed increase in the water rates and the changes in the regulations. Is that what you wanted to comment on?

MR. KRAUSS: Excuse me?

TOWN ATTORNEY LEWIS: Did you want to comment on the public hearing as it relates to water or something else?

MR. KRAUSS: You mean now?

TOWN ATTORNEY LEWIS: Now, yes.

MR. KRAUSS: I would like to comment on what I want to comment on. I didn't realize that this is a continuation of the public hearing.

TOWN ATTORNEY LEWIS: For water.

MR. KRAUSS: Yeah, for water, okay. I have one thing to comment about that. Listening mostly to Hal. I think that you should hold over anything to do with -- with the water bill and the increase in the water bill, because you

don't know what you're voting on. And if you do know what you're voting on, give us a clue. But I would like to come back and talk to what I want to talk about. Okay. Is that immediately after the public hearing on water is closed?

COUNCILMAN JONES: No.

COUNCILWOMAN JUETTNER: No.

MR. KRAUSS: There is another public hearing?

COUNCILWOMAN JUETTNER: Yes.

MR. KRAUSS: You're trying to wait me out, right. Okay. I'm going to stay here, because I think what I have to say is important. And I also don't think you have a clue as to what -- (pause).

TOWN ATTORNEY LEWIS: Anyone else on the water bill?

TOWN CLERK BEVILLE: We don't have any additional requests.

SUPERVISOR FEINER: Okay.

COUNCILMAN JONES: I think Victor wanted to address some of those.

COUNCILMAN MORGAN: Victor, can you address some of those. Thank you.

MR. CAROSI: The question about the New York City water rates, actually the memo that the Water Advisory Board put together does have those rates in it. It's also a matter of public information. It's those rates that are going up again.

There are two different rates also. There is what New York City calls the allowance quantity, and there is another portion of the rates. So, there are two different rates that we pay based upon what happens with the consumption.

The base rate is currently \$1,496.76 per million gallons used. That's going up to approximately \$1,573.61. That's for the wholesale of water that is

used on behalf of the Water District. Now, the second portion of that, that actually gets --

UNIDENTIFIED SPEAKER:  
(Inaudible).

COUNCILMAN JONES: You can't yell from the audience.

MR. CAROSI: The second part of the question is about our -- our rate structure. So, the rate structure we have does -- it's an inclining structure. That is the more you use, the more you pay. And the reason for that is because what happens with our Water District, as with many other Westchester municipalities that use New York City water, is the more water we buy, we also go into a penalty portion. If the amount of water that is consumed by residents in the Greenburgh Water District fixed on a per capita, per person capita basis exceeds the same quantity of water that New York City calculates is used up by their population on a per person basis, our rate goes up considerably to -- right now it goes up to \$4,786 per same billion gallon. So, it's going from 1,496 to 4,786. And that rate is going to go up even further if the rate hearing, as of July 1st, that's going to go to \$4,946. So, we get what we call penalized for excess consumption.

So, we do have an inclining rate block. So, therefore, those who do not use the water, do not pay that penalty portion. Those who do pay, use that excess water, are paying for that. It's also a way to encourage conservation.

As we all know, they are going to computers of the future. There is a lot of concern about New York City's work on the Delaware Aqueduct, and their ability to maintain flow through the aqueduct system when they start doing the repairs in the future. There is a tremendous amount of effort on behalf of the New York City Water Board to encourage all for conservation, because the future needs to drastically reduce water consumption going into probably 2018 to year 2020. And this is all geared towards that.

As far as the other question about water bills that may be in dispute. Yes, excessive water bills, when there is a reasonable assumption that obviously something has to be investigated, we do put those on hold until we're able to resolve it. We do have a couple of people still out on hold as far as those water bills. We would not be assessing penalties or things like that.

As far as the penalty portion, yes, that's right. There is currently a 15 percent penalty that's assessed to late water payments. And it is also part of the public hearing, and the proposal is to reduce that to 1.5 percent.

COUNCILMAN JONES: Thanks, Victor.

COUNCILMAN MORGAN: Thank you, Victor.

COUNCILMAN SHEEHAN: I believe the -- I can pull it up. I believe it's changed to one percent per month remember because the one percent, if you left it at one percent, somebody might think it's a good investment not to pay the bill. After three months a lien goes on that property.

MR. CAROSI: I stand corrected, yes.

COUNCILMAN SHEEHAN: A lien goes on that property. So, it is an increase in the scale so that people would recognize that after eight months or so it becomes 12 percent penalty. And it will be misleading to leave it at one percent. But for those that are late on a payment, you know, you don't want to hit them hard, you just wanted to let them know that they had to make some kind of a change, you know, for the payment. But after three months, it can go to a lien, eight months it goes to 12 percent, irrespective of what we put in.

MR. CAROSI: Right. Thank you.

COUNCILWOMAN JUETTNER: Any-one else?

TOWN CLERK BEVILLE: If you want to go to a second round.

COUNCILMAN SHEEHAN: We're not voting tonight.

COUNCILWOMAN JUETTNER: Correct.

TOWN CLERK BEVILLE: Bob Bernstein.

SUPERVISOR FEINER: Could I just ask Victor. When we were talking about, you know, the fact that after eight months it goes and there is a lien. Will people receive like a certified letter advising them, you know, say a couple of weeks before, let's say months before it goes to a lien, you know, just so nobody could --

MR. CAROSI: We could verify through the water bills what notes are placed on those water bills. It's a variable note, and there is a note about for arrears and if arrears are not paid, what the process is. As we go into the new meter billing system we might be able to modify some of those.

SUPERVISOR FEINER: My recommendation is that if there is going to be a lien on somebody's house, that instead of just sending out a regular letter, there should be at least one certified letter, you know, before -- you know, before, you know, just to let people know the severity of that action. You know, you're waiting seven months.

COUNCILMAN SHEEHAN: I think -- I think just understand as soon as you use water, that's a lien on your property. You can't sell your house until that water bill is paid off.

SUPERVISOR FEINER: Right.

COUNCILMAN SHEEHAN: What we're talking about is if you don't pay your bill, it's going to switch over to

become part of your property taxes. It's not a lien where -- It's going to be part of your property tax bill. We should let people know that.

SUPERVISOR FEINER: Right. I sort of feel that, you know, anything that's a little, you know, out of the ordinary, you know, I still think that sending a certified letter creates a certain amount of urgency. And this way people can't say we didn't bend over backwards to at least tell people. Because a lot of the complaints, I mean, even right now when we're doing the foreclosures, we must have sent out seven or eight mailings to people who owe, you know, back taxes, almost begging people to reach out to us. Even though people have gotten numerous letters, there are some people that still claim they haven't -- they are not aware. And we -- I think you could never do enough to keep people informed.

TOWN ATTORNEY LEWIS: Before you commit to that, have you evaluated what the cost of that would be? Would that be onerous in sending out those types of letters?

MR. CAROSI: At this point water bills are -- it's a standard water bill. There is a lien. If the bill is unpaid it goes to taxes, you know, after a certain period of time, as Councilman Sheehan did point out. It's placed on the water bill. There is a note. If it's on your water bill and you don't read it, you know, we don't know really know how much additional burden it is to start sending certified mail. If you're not reading it, you're not paying it, I'm not sure how much extra we have to do. We could look into this, into the process.

With the new systems, possibly new bills, we can look at it as an opportunity for a review process. If there is a way that we have to advise people that you're not paying your water bill, maybe that might be a process. But certified mail costs, there is time factors involved, we could look into those and suggest something.

SUPERVISOR FEINER: I think we should consider it. I think looking back, and I'm looking at say the foreclosure process, the big mistake is when you let it ride and go on and on and on. Then it becomes really burdensome for some people, because the dollar amounts are accumulating. I feel that if we put the pressure on people when it's still manageable, then they may have resources, they might be able to reach out to people who might be able to help them. And it may avoid becoming a crisis later on. I mean, it's just something to think about and consider.

COUNCILMAN SHEEHAN: This may resolve itself with the new meters. We don't expect to see these large bills, because you're going to get a call, you know, within a very few days once it alerts that you have a leak. So, it won't be these large bills.

SUPERVISOR FEINER: It's just a suggestion.

TOWN CLERK BEVILLE: Is the 12 percent an additional fee? In the past if you didn't pay your water bill it just naturally went on to your taxes. Was it always a 12 percent increase as it transitioned onto the taxes or is this a new fee?

COUNCILMAN SHEEHAN: Eight percent. It was 15 percent before.

UNIDENTIFIED SPEAKER: Fifteen percent.

COUNCILMAN SHEEHAN: As soon as you missed it by a day. That's going to change.

TOWN CLERK BEVILLE: Bob Bernstein.

MR. BERNSTEIN: First --

TOWN CLERK BEVILLE: Second round we're hearing.

MR. BERNSTEIN: -- if it's only eight people -- I'm sorry.

TOWN ATTORNEY LEWIS: I'm reminding Judith she has to start the clock. I'm sorry.

MR. BERNSTEIN: If it's only eight people, again I would urge you to consider appointing a panel, a panelist, whatever, a neutral third-party ombudsman to address those disputes. I think it's entirely inappropriate for Town Councilmen to defend the Town on individual cases when the person involved isn't even before us. I was very careful to say this is what was said. I don't know one way or the other. I think it's inappropriate to pass judgment. When you do that, you expose your own prejudices, and it really doesn't add to the -- to the process at all. It adds confusion.

The other thing that I wanted to talk about in terms of transparency. We also, as I mentioned, your report talks about an inability of your own appointees to get information. But I don't see any effort on the part of the Town to try to encourage Victor and his staff to provide the information or even to do so by any time certain. This leads to a prolonging of the agony if you will, the uncertainty of not knowing what the rates really should be. And if they are out of line with what they ought to be, it suggests that as this Enterprise Fund exists, it may not be run efficiently. In which case if you know the true costs, you will be under greater incentive to save costs and find ways to save costs. But your panel isn't able to get the answers.

One would think that as a condition of the increase, which we need, I'm persuaded by the need, that as a condition of the increase, you insist that your own staff provide your own appointees with the information. I don't see anyone doing that.

Along those lines there was something that happened yesterday that was disturbing, at least to those of us who watch this sort of thing. Ed Rush, the chief of the Hartsdale Fire District, was making a pitch about some legislation

concerning shifting the cost of fire hydrants from the Town or this case the Town's Water Department to Town users. And I don't want to debate the merits of that here. But one question he asked, which was an important question, was are the fire departments, which are paying a huge amount of money for the rentals of the hydrants to the Town Water Department, he asked are we, the fire districts, paying the same rate as that which is charged to the fire protection districts. That's a very reasonable question. 'Cause you think the same rate should be applied to everybody. You would think the answer should be obvious. But Victor couldn't answer it.

So, I think that again as a condition of giving out the rates, one of the things you need to be asking for is accountability. Why shouldn't you know that? Why shouldn't every taxpayer and ratepayer know the answer to that question? Because if we're subsidizing the fire protection districts, and I'm not saying we are, because we don't know the answer, but that was the implication. We ought to know. And if so, it ought to be explained or addressed or rectified.

Similarly, another part of the lack of transparency is we know from the report that there are a number of infrastructure problems in the Water Department. Aging water mains, things like that need to be replaced. That all suggests that there is leakage in the system, not leakage on people's properties, but leakage in the system. And is there any way of tracking that? How much are we paying our water rates of the result of costs incurred as a result of leakage? What part of the cost is borne by taxpayers because we haven't addressed that issue? Assuming it exists, which I have to assume it does, we have had water main breaks in the Town. They have been well documented. And one wonders who pays for that. How is that done? How is that worked into the rates?

So, what I'm suggesting to you, my time is up, is use your leverage now. This is our only opportunity to insist that your appointees get the

information to allow this system to be transparent so we can find out the true costs of the Water District and make changes, if that's what needs to be done.

COUNCILMAN MORGAN: I would like to answer one of the questions, the appropriateness on getting the facts straight. We asked our commissioner about the facts on certain water issues, and he's the person in charge who could answer it. I don't think it's appropriate that you get hearsay statements and second or thirdhand statements and someone comes up here and doesn't give factual information. I believe our commissioner was appropriate. He gave the proper information. And statements that are used self serving are not appropriate here.

TOWN CLERK BEVILLE: Hal Samis.

MR. SAMIS: By the way, Ken's bowtie for good statement.

Well, we did ask our commissioner some questions, and we got an answer. And you people sat there quietly, even though we told you there was a report out and gosh, he should have known it when I asked the question. But how exactly did our commissioner answer? He's quoting rate increases in terms of 1,000 gallons at various uses of water. And he stood there ten minutes ago at this podium and told you an answer in million gallons from New York City. Apples and oranges in most discussions of fallacy and debate. So the question is, on an apple-to-apple basis, what are we paying New York City for our water?

Let me remind you one, two years ago, when the rate increase went through, and I may be off a few pennies, New York City had raised its rate to \$1.33 for a thousand gallons under the smaller -- I'm sorry. New York City was charging us \$1.33. And for the small quantity of water usage that we charge a thousand gallons for, we were charging \$4.78.

So, after these staggering increases, which we have been told about by

Mr. Carosi tonight, what is it that we are paying per thousand gallons from New York City? Well, I want to remind you again,

we're going to be charging, if you went for it, \$5.20 if you use up to 3,667 gallons. A very precise number mind you. Anyone have a question how they got that precise number? \$5.20 per thousand gallons. New York City is charging us just under \$1.50 per thousand gallons. Up from the \$1.33 two years ago.

We are charging people who use up to 17,000 gallons \$6.52. New York City is being paid \$1.50. We are charging people who use 17,000 or more gallons \$7.75. New York City is charging Greenburgh \$1.50 per thousand gallons. And for out of district, we are charging \$10.40 per thousand gallons. New York City is charging Greenburgh \$1.50 per thousand gallons. New York City has to replace water mains. Has to bring the water to Greenburgh. Has to purify the water in some stages. And it has employees, pensions, all the things that we have as costs in Greenburgh. \$1.50 versus 5.20. \$1.50 versus \$10.40. Yes, it's true, New York City is gouging us.

TOWN CLERK BEVILLE: Ella Preiser.

MS. PREISER: I just want to correct something that Hal said. If you use a lot of water, Hal, New York City is charging us \$4.95. It's based on how much you use in comparison to how much the people in New York City use. And you all might be interested to know that this is spelled out in the Comprehensive Plan, about the difference.

Coca-Cola, one of our largest water users in this Town, sort of puts us over what we would be charged for normally with the New York City rates. So, I'm going to defend Victor in this sense, and he'll say something if I said something wrong.

I -- I have to go back.  
Francis, there was nothing on the website

last night. I do not understand what you said about the percentage of the penalty. My understanding, it was going to be a simple 1.5 percent. You're now telling me that there is a monthly increase, and it's going to creep up to at least 12 percent after eight months or so. If -- if this is true, and within three months if you don't pay, presumably it gets rolled over to your taxes, and then you get another 12 percent on top of that. I mean, to me I think the 12 percent at the property tax level is usurious. If you're now up to 12 percent on the water late penalty at 12 percent in a few months, I think that's usurious and I'm not sure how that's much better than the -- it is better than the 15 percent right now. But I think in fairness, you know, if the goal is to get people to pay for their water usage or to pay their taxes on time, I think to penalize that high is really troubling.

And, Kevin, I want to say when you talked about hearsay before, I don't think it was hearsay that was when somebody hears something that isn't true. I have a different definition of hearsay. So, at any rate, that's all.

TOWN CLERK BEVILLE: There are no further requests for public comment.

COUNCILMAN SHEEHAN: Let me just comment about two things. One is dealing with the percent increase. You know, the supervisor saying that we should do everything we can to encourage people to, you know, pay the bill so it doesn't go to their tax. One percent, you know, right now the interest rates are low. It's not tied to anything. We would be misleading the public to have it as a one percent increase when, in fact, it will never get to the -- an increase one percent per month, it will never get there to the 12 percent because of the water. It will actually get there because it will be switched over to your taxes if you're late with payment.

Regarding whether or not this is better than the existing, right now if you are a day late, you have a 15 percent penalty on your bill. Now if you're a day

late, if you're 30 days late, it's a one percent penalty. And then the next month it would be another one percent. Again, the whole idea there is not to -- to really sock the person, but to let them know there is an increase and they need to deal with it. And then with the notices on the bill, you know, that it's going to go onto your property taxes.

The other point is dealing with the -- with the New York City water rates and so forth. You can go on the New York City Water Board. In 2014 New York City raised their rates 5.6 percent. Last year seven percent. The year before 7.5 percent. The year before that 12.9 percent.

Nice thing about percentages, you don't have to worry about units. You know, it's an increase, regardless of what units you're using. So, I'm just going to read off their increases, you know, starting now. 5.6, 7.0, 7.5, these are every year, 12.9, 12.9, 14.5, 11.5, 9.4, et cetera. So, New York City raises its rates. They had infrastructure issues. They don't count our infrastructure issues into their rate that they charge us. We also have employees. We also have to deal with, you know, the pipes and replacing them and so forth. So, there is a cost to us.

Regarding receiving data, the Water Advisory Board continues to work on looking at our infrastructure and what costs will be necessary for that infrastructure. And that would be rolled into whatever the next increase will be. This is basically the passalong from New York City.

MR. SAMIS: An 80 percent increase doesn't make sense.

SUPERVISOR FEINER: We're closing the hearing now.

COUNCILMAN SHEEHAN: Leave the record open for seven days.

SUPERVISOR FEINER: And leave the record open for seven days. I would

like to move that.

COUNCILMAN MORGAN: Second.

COUNCILMAN JONES: Aye.

COUNCILWOMAN JUETTNER: Aye.

COUNCILMAN SHEEHAN: Aye.

COUNCILMAN MORGAN: Aye.

To consider the Proposed 2014 Capital Budget and the 2015-2016 Capital Plan of the Town of Greenburgh

SUPERVISOR FEINER: Next to consider the proposed 2014 Capital Budget and 2015-2016 Capital Plan for the Town of Greenburgh.

You know, I posted the Proposed Capital Budget on the Town, you know, website. And, you know, basically there is a bunch of things that we, you know, included. Just a very quick summary.

COUNCILWOMAN JUETTNER: Do you want to move to open the hearing?

SUPERVISOR FEINER: I move that we open the hearing.

COUNCILMAN JONES: Second.

SUPERVISOR FEINER: All in favor? Aye.

COUNCILMAN SHEEHAN: Aye.

COUNCILMAN MORGAN: Aye.

COUNCILMAN JONES: Aye.

COUNCILWOMAN JUETTNER: Aye.

SUPERVISOR FEINER: Everything is on the website. And in the interest of time, I'm not going to read my budget message, but we have a million dollars for the value -- for the evaluation. There is some requests for -- two servers and improvements in central services. You know, we're putting -- Let's see. Some of the highlights.

COUNCILMAN SHEEHAN: You did this before.

SUPERVISOR FEINER: I did, okay.

COUNCILMAN SHEEHAN: This is a continuation.

TOWN ATTORNEY LEWIS: Does anybody from the public want to speak?

TOWN CLERK BEVILLE: Yes. Bob Bernstein.

SUPERVISOR FEINER: You filled out a -- This is for just the Capital Budget.

COUNCILMAN SHEEHAN: Capital Budget, not the public comment.

TOWN ATTORNEY LEWIS: Did you want to speak at the public comment portion of the meeting?

SUPERVISOR FEINER: We'll call you first on that.

MR. BERNSTEIN: I'm going to be very brief, because I want the public here to speak on other issues.

I spoke two weeks ago about the problem with the budget, not addressing the critical issues involving the Town pool. I was told that unless I was physically present when the testing was done, I should keep my mouth shut about any problems with the pool.

Rod O'Shea came up and read excerpts from the report that was done for the Town by outside consultants in 2010, which was four years ago, calling for the replacement of the pools at Veteran Park and identifying with pictures in living color of all the deteriorating conditions there, the unsafe conditions. And they were widespread, involving a number of different areas, particularly the filter rooms, which were described quite graphically. None of those issues have been addressed by the installation of a

liner. And I take great exception, as did a number of other residents, to comments from a Town Board member that basically pooh poohed that study and said that a subsequent study that has never been published or in anyway disclosed to the public in any written form somehow or another removed these problems from concern. These are very major concerns. They are on the Town website. They are easy for anyone to identify and read. Unlike the comp. plan, for those who don't want to read the comp. plan, this one does have an executive summary. So, you can read it right off, the first three pages tells you how serious these problems are. Yet nowhere in 2014, 2015, 2016 does -- is there even any mention of any money being addressed towards this. And the concern is that you have simply a ticking time bomb. The report documents -- One entire volume of the report is devoted to code violations.

So, this is a health, potentially very serious health problem. It's potentially a very serious problem that may affect children. The report goes into detail about problems that the pool is used by the camps. And I think it requires a response from the Town Board to show that why it's not necessary to spend any capital money whatsoever over the next three years to address the conditions documented in that 2102 volume study prepared by outside engineers, to which I'm not aware there has been any updated report prepared.

I know that you can always say, you know, hindsight is 20/20 if a problem does happen, but I'm trying to put you on notice that this is out there. It's been out there for four years. And you can't pray it away. It's there. And it does need to be addressed in some form in order to provide assurance to the public that there is no risk here. And it is a capital improvement that's necessary. It's not something you're going to be able to fix out of the tax levy through ordinary dollars.

So, I would urge you to give this some attention, not just an off-the-cuff assurance that the public has

nothing to worry about. Everything is just fine.

SUPERVISOR FEINER: Anybody else?

TOWN CLERK BEVILLE: No. We have no further requests to speak on the Capital Budget.

COUNCILMAN MORGAN: No one else on there.

MS. PREISER: I -- I just am going to go back to the same issue that I raised a couple weeks ago. And that is on sewers, I -- I presume that you're amending this so that the sewer, the \$500,000 scheduled for sewer, clean and line will be on a separate Sewer District as opposed to the Water District. But I have a question about that.

I know in Fulton Park recently we have had a rather severe sewer break, which has taken many days to clean up. Do we have enough money in our budgets, our operating budgets to take care of these kinds of things? You know, it's nice to say that we're going to presumably line some sewers, but we have some very, very old infrastructure in this Town. And as we know, sometimes the worst things happen like happened in Fulton Park and Manhattan Brook.

The sewer budget alone I -- I happen to look it up in the budget. It's only \$1.7 million and some change. So, \$500,000 to repair a lined sewer sounds like a lot of money. But I have a feeling that little Fulton Park episode has been a rather costly affair of late. And, you know, it's only one of many that may happen over the course of the years. So, is there enough money being put into the fund to take care of our infrastructure, which is getting old and failing.

TOWN CLERK BEVILLE: Okay.

SUPERVISOR FEINER: There is no other comments, I would like to propose that we close the hearing and leave the record open -- Are we leaving the record

open?

TOWN ATTORNEY LEWIS: Yes.  
Yes.

SUPERVISOR FEINER: For seven  
days.

COUNCILMAN JONES: Second.

SUPERVISOR FEINER: All in  
favor? Aye.

COUNCILWOMAN JUETTNER: Aye.

COUNCILMAN SHEEHAN: Aye.

COUNCILMAN MORGAN: Aye.

COUNCILMAN JONES: Aye.

ooOoo

Certified to be a true and  
accurate transcript of the above-captioned  
stenographic minutes.

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Lori Ann Sacco  
Official Court Reporter

### **PUBLIC COMMENT**

**Alicia Ford** commented on the parking on neighborhood streets (Parkway Homes, off Fisher lane) by Metro North commuters and requested that the Greenburgh Police Department monitor this activity as well as install a “No Parking” sign between the hours of 7:00am and 10:00am to discourage the use of residential streets for free commuter parking.

**Joan Martindale** reiterated Ms. Ford’s concerns and specified that the parking is occurring on Stone Avenue, Broad Street and Edgepark Rd.

**Bob Bernstein** expressed concern regarding the budget amendment (CO-1) and inquired of the Town Board, “Do you have plans to replenish the fund balance? Have you notified the villages regarding the fact that you are taking money from the fund balance to cover unpaid taxes? Why hasn’t this money been paid...what are you doing about it...” He also commented on the contract for Keen Realty and the police contract.

**Ed Krauss** commented on the traffic tickets recovery initiative orchestrated through town court administration and inquired about the reimbursement of taxes to residents who paid twice as well as about the attempts to collect taxes that remain outstanding.

**Hal Samis** inquired about the draft comprehensive plan and questioned who has, yet, received copies of the plan, "...at a value of \$125.00 per copy..." He also inquired about the monetary cost of the Fortress Bible suit, the status of WestHelp and TB-1, asking, "...why is property being sold without being cleaned-up..."

**Dorrine Livson** read a letter by Lynette Bass regarding the sale of Frank's Nursery property and stated that the town should approve the marketing plan proposed by Keen as well as requested that the community be involved "...to ensure that the R-30 zone status will be upheld..." She also commented on the quality of the Cable TV sound, the 48 cent mailings from the Office of the Town Supervisor and mentioned that all school districts should be encouraged to create a "Hall of Fame."

**Ella Preiser** thanked the Board for "...holding over the auto dealership decision..." She commented on the police salary increase, the audio during Public Comment and inquired about the status of uncollected taxes, foreclosures and what the town planned to do to help residents avoid foreclosures.

### **Letter from Lynette Bass**

My name is Lynette Bass and I have asked someone else at tonight's meeting to read this for me, as unfortunately I am unable to attend this Town Board meeting. I want my thoughts about the sale of the Frank's Nursery site to be stated and noted.

I was originally concerned that an auction in June would not allow sufficient time to get the word out globally about the sale. But now I am again concerned that September is not a good time to hold the auction. As things quieten down during the summer I am concerned that the word will not get out to all potentially interested parties. It may also not allow enough time for them to do their due diligence. In the past many knowledgeable residents have suggested that to really do a good job of selling the Frank's Nursery site, you should allow at least 6 months for marketing it.

I can not understand why Paul Feiner has been publicly using the term, "currently zoned as R-30". This gives the buyers and public, the impression that the zoning can be changed. The zoning is R-30. It should be sold as R-30. When referencing the sale you should be using just the words "zoned as R-30. Prospective buyers should be vetted and only those who have a history of developing R-30, should be considered for bidding.

It is also imperative that prior to a sale, the Town Board discloses all the problems associated with the Frank's Nursery site. That they are made aware of the potential dangers and necessity for cleanup caused by past oil spills, possible hazardous waste material and carcinogens.

Please take my concerns into consideration prior to any decisions being made for the sale of Frank's Nursery site.

### **BOARDS & COMMISSIONS**

Accepts with regret the resignation of Thomas Madden as Commissioner of the Department of Community Development and Conservation

Moved by Supervisor Paul J. Feiner, seconded by Councilman Kevin Morgan

AYE: Supervisor Paul J. Feiner  
 Councilwoman Diana D. Juettner  
 Councilman Francis Sheehan  
 Councilman Kevin Morgan  
 Councilman Ken Jones

Motion Adopted

Appointment of Braeden Cohen to the Conservation Advisory Council, for a term to expire December 31, 2015

Moved by Supervisor Paul J. Feiner, seconded by Councilman Kevin Morgan

AYE: Supervisor Paul J. Feiner  
 Councilwoman Diana D. Juettner  
 Councilman Francis Sheehan  
 Councilman Kevin Morgan  
 Councilman Ken Jones

Motion Adopted

## **TOWN BOARD – 993-1544**

### **TB 1 - 6/11/14**

Resolution authorizing the retention of GA Keen Realty Advisors, LLC to act as the Town's Real Estate Advisor for the disposition of the Former Frank's Nursery property located at 715 Dobbs Ferry Road for an amount not to exceed 5% of the gross proceeds of the sale of the property(\*\*)

Moved by Supervisor Paul J. Feiner, seconded by Councilman Kevin Morgan

AYE: Supervisor Paul J. Feiner  
 Councilwoman Diana D. Juettner  
 Councilman Francis Sheehan  
 Councilman Kevin Morgan  
 Councilman Ken Jones

Motion Adopted

### **TB 2 - 6/11/14**

Resolution of the Town Board of the Town of Greenburgh adopting a Local Law amending Section 285-29.1 of the Town Zoning Code to permit pre-existing motor vehicle sales use located in the (CA) Central Avenue Mixed-Use Impact District, and in existence on the date of the amendment to Section 285-29.1, to apply for a Special Use Permit from the Town Board to allow for the alteration and/or expansion of certain existing facilities. **(This resolution will be pulled from the agenda because the proposed Local Law will be substantially revised and resubmitted at a subsequent meeting.)**

### **TB 3 - 6/11/14**

Resolution authorizing the Town Board to enter into an Inter-Municipal Agreement with the Village of Dobbs Ferry for the maintenance of a sewer main connection to an existing sewer line located in the Village regarding the Chauncey Estates Subdivision

Moved by Supervisor Paul J. Feiner, seconded by Councilman Kevin Morgan

AYE: Supervisor Paul J. Feiner  
 Councilwoman Diana D. Juettner  
 Councilman Francis Sheehan  
 Councilman Kevin Morgan  
 Councilman Ken Jones

Motion Adopted

**TB 4 - 6/11/14**

Resolution ratifying Stipulation of Agreement with the Police Association of the Town of Greenburgh, Inc. from January 1, 2013 to December 31, 2014

Moved by Supervisor Paul J. Feiner, seconded by Councilman Kevin Morgan

AYE: Supervisor Paul J. Feiner  
 Councilwoman Diana D. Juettner  
 Councilman Francis Sheehan  
 Councilman Kevin Morgan  
 Councilman Ken Jones

Motion Adopted

**TB 5 - 6/11/14**

Resolution authorizing the Town Assessor to accept an application for an exemption from Real Property taxes from the Mount Vernon Health Center for the property also known as the Greenburgh Health Center for the 2012 Town Assessment Roll affecting the 2013-2014 tax roll

Moved by Supervisor Paul J. Feiner, seconded by Councilman Ken Jones

AYE: Supervisor Paul J. Feiner  
 Councilwoman Diana D. Juettner  
 Councilman Francis Sheehan  
 Councilman Kevin Morgan  
 Councilman Ken Jones

Motion Adopted

**TB 6 - 6/11/14**

Order of the Town Board setting a Public Hearing, 7:30 PM, Monday, June 23, 2014 to consider a proposed increase and improvement of the facilities of the Town's Consolidated Sewer District

Moved by Supervisor Paul J. Feiner, seconded by Councilwoman Diana D. Juettner

AYE: Supervisor Paul J. Feiner  
 Councilwoman Diana D. Juettner  
 Councilman Francis Sheehan  
 Councilman Kevin Morgan  
 Councilman Ken Jones

Motion Adopted

**TB 7 - 6/11/14**

Order of the Town Board setting a Public Hearing, 7:30 PM, Monday, June 23, 2014 to consider a proposed increase and improvement of the facilities of the Town's Consolidated Water District

Moved by Supervisor Paul J. Feiner, seconded by Councilman Ken Jones

AYE: Supervisor Paul J. Feiner  
 Councilwoman Diana D. Juettner  
 Councilman Francis Sheehan  
 Councilman Kevin Morgan  
 Councilman Ken Jones

Motion Adopted

**ATTORNEY – 993-1546**

**AT 1 - 6/11/14**

Resolution authorizing tax certiorari settlement with petitioner Park Ridge Village Condominium for property located at Park Ridge Lane. The Town's share of the refund is \$87,171±; the Greenburgh Central School District's share is \$220,026±; the County's share is \$56,308±; the Bronx Valley Sewer District's share is \$8,051±; the Fairview Fire District's share is \$ 67,366±; the Consolidated Sewer Mtc. District's share is \$1,988±. Refunds from all sources total \$440,911±.

Moved by Supervisor Paul J. Feiner, seconded by Councilman Francis Sheehan

AYE: Supervisor Paul J. Feiner  
 Councilwoman Diana D. Juettner  
 Councilman Francis Sheehan  
 Councilman Kevin Morgan  
 Councilman Ken Jones

Motion Adopted

**AT 2 - 6/11/14**

Resolution authorizing tax certiorari settlement with petitioners The Kraushaar Hastings Center for property located at 623 Warburton Avenue. The Town's share of the refund is \$400±; the Hastings-on-Hudson School District's share is \$23,783±; the County's share is \$3,618±; the No. Yonkers Sewer District's share is \$569±. Refunds from all sources total \$28,370±.

Moved by Supervisor Paul J. Feiner, seconded by Councilman Ken Jones

AYE: Supervisor Paul J. Feiner  
 Councilwoman Diana D. Juettner  
 Councilman Francis Sheehan  
 Councilman Kevin Morgan  
 Councilman Ken Jones

Motion Adopted

**AT 3 - 6/11/14**

Resolution authorizing Valuation Plus, Inc. be retained as Real Estate Appraiser for various properties, at a total cost not to exceed \$6,875

Moved by Supervisor Paul J. Feiner, seconded by Councilwoman Diana D. Juettner

AYE: Supervisor Paul J. Feiner  
Councilwoman Diana D. Juettner  
Councilman Francis Sheehan  
Councilman Kevin Morgan  
Councilman Ken Jones

Motion Adopted

**AT 4 - 6/11/14**

Resolution authorizing settlement of property damage related Claim File No.: 132/14C, by Regina Rosenstein & Herbert Rosenstein, for an amount not to exceed \$100

Moved by Supervisor Paul J. Feiner, seconded by Councilman Kevin Morgan

AYE: Supervisor Paul J. Feiner  
Councilwoman Diana D. Juettner  
Councilman Francis Sheehan  
Councilman Kevin Morgan  
Councilman Ken Jones

Motion Adopted

**AT 5 - 6/11/14**

Resolution authorizing settlement of property damage related Claim, File No.,: 106/14C, by Nick & Christine Zambrano, for an amount not to exceed \$296.21

Moved by Supervisor Paul J. Feiner, seconded by Councilman Ken Jones

AYE: Supervisor Paul J. Feiner  
Councilwoman Diana D. Juettner  
Councilman Francis Sheehan  
Councilman Kevin Morgan  
Councilman Ken Jones

Motion Adopted

**AT 6 - 6/11/14**

Resolution authorizing settlement of property damage related Claim File No.:68/14C, by Deborah Anne Hoffman, for an amount not to exceed \$89

Moved by Supervisor Paul J. Feiner, seconded by Councilman Ken Jones

AYE: Supervisor Paul J. Feiner  
Councilwoman Diana D. Juettner  
Councilman Francis Sheehan  
Councilman Kevin Morgan  
Councilman Ken Jones

Motion Adopted

**AT 7 - 6/11/14**

Resolution authorizing settlement of property damage related Claim, File No.: 99/14C, by Tammy & Tony Neale, for an amount not to exceed \$220

Moved by Supervisor Paul J. Feiner, seconded by Councilwoman Diana D. Juettner

AYE: Supervisor Paul J. Feiner  
Councilwoman Diana D. Juettner  
Councilman Francis Sheehan  
Councilman Kevin Morgan  
Councilman Ken Jones

Motion Adopted

**AT 8 - 6/11/14**

Resolution authorizing settlement of property damage Claim File No.: 158/14C, by Ruth Alterman, for an amount not to exceed \$1,799.26

Moved by Supervisor Paul J. Feiner, seconded by Councilman Kevin Morgan

AYE: Supervisor Paul J. Feiner  
Councilwoman Diana D. Juettner  
Councilman Francis Sheehan  
Councilman Kevin Morgan  
Councilman Ken Jones

Motion Adopted

**AT 9 - 6/11/14**

Resolution authorizing settlement of property damage related Claim File No.: 134/14C, by Ameriprise Auto & Home Insurance Company a/s/o Valerie Muirhead & Desmond Graham, for an amount not to exceed \$1,046.28

Moved by Supervisor Paul J. Feiner, seconded by Councilman Ken Jones

AYE: Supervisor Paul J. Feiner  
Councilwoman Diana D. Juettner  
Councilman Francis Sheehan  
Councilman Kevin Morgan  
Councilman Ken Jones

Motion Adopted

**CLERK – 993-1500****CL 1 - 6/11/14**

Resolution authorizing closing of Carlton Street to Florence Avenue, Florence Avenue to Manhattan Avenue, Manhattan Avenue to Oak Street, Oak Street to Maple Street, Maple Street to Old Tarrytown Road on Saturday, June 28, 2014, from 9:30 AM until 2:30 PM, for The Greater New Zion FBJ Church to hold a Youth Rally

Moved by Supervisor Paul J. Feiner, seconded by Councilwoman Diana D. Juettner

AYE: Supervisor Paul J. Feiner  
 Councilwoman Diana D. Juettner  
 Councilman Francis Sheehan  
 Councilman Kevin Morgan  
 Councilman Ken Jones

Motion Adopted

**COMMUNITY DEVELOPMENT – 993-1505****CD 1 – 6/11/14**

Resolution (1) declaring Lead Agency under the State Environmental Quality Review Act for the review of an Amended Site Plan and all related actions by BMR Landmark at Eastview, and (2) referring the application to the Planning Board for a report and recommendation pursuant to Section 285-58D(3) of the Zoning Ordinance for the property located at 765-777 Old Saw Mill (as designated on the Tax Map of the Town of Greenburgh as Parcel ID: 7.71-6-2)

Moved by Supervisor Paul J. Feiner, seconded by Councilman Ken Jones

AYE: Supervisor Paul J. Feiner  
 Councilwoman Diana D. Juettner  
 Councilman Francis Sheehan  
 Councilman Kevin Morgan  
 Councilman Ken Jones

Motion Adopted

**COMPTROLLER – 993-1528****CO 1 - 6/11/14**

Resolution approving a Budget Amendment to the Town Entire Fund for Fiscal Year 2013 to increase the appropriation for tax deferred and uncollected allowance and increase the appropriation of Fund Balance (held over to Special Meeting of June 17, 2014)

**CO 2 - 6/11/14**

Resolution approving a Budget Amendment to the Town Outside Village Fund for Fiscal Year 2014 to increase the appropriation for Cable Equipment and increase the appropriation of Peg Fund Balance

Moved by Supervisor Paul J. Feiner, seconded by Councilman Kevin Morgan

AYE: Supervisor Paul J. Feiner  
 Councilwoman Diana D. Juettner  
 Councilman Francis Sheehan  
 Councilman Kevin Morgan  
 Councilman Ken Jones

Motion Adopted

**CO 3 - 6/11/14**

Resolution approving an amendment to the 2004 Capital Budget

Moved by Supervisor Paul J. Feiner, seconded by Councilman Francis Sheehan

AYE: Supervisor Paul J. Feiner  
 Councilwoman Diana D. Juettner  
 Councilman Francis Sheehan  
 Councilman Kevin Morgan  
 Councilman Ken Jones

Motion Adopted

**PARKS & RECREATION – 693-8985**

**PR 1 - 6/11/14**

Resolution authorizing the execution of a \$15,904 grant agreement between the Town of Greenburgh and the County of Westchester for transporting seniors

Moved by Supervisor Paul J. Feiner, seconded by Councilman Ken Jones

AYE: Supervisor Paul J. Feiner  
 Councilwoman Diana D. Juettner  
 Councilman Francis Sheehan  
 Councilman Kevin Morgan  
 Councilman Ken Jones

Motion Adopted

**PR 2 - 6/11/14**

Resolution authorizing the release of Trust and Agency Parkland Funds for the development of a Splash Pad at Massaro Park

Moved by Supervisor Paul J. Feiner, seconded by Councilwoman Diana D. Juettner

AYE: Supervisor Paul J. Feiner  
 Councilwoman Diana D. Juettner  
 Councilman Francis Sheehan  
 Councilman Kevin Morgan  
 Councilman Ken Jones

Motion Adopted

**POLICE – 682-5340**

**PO 1 - 6/11/14**

Resolution authorizing the Supervisor to execute a Prisoner Transport Agreement with Westchester County

Moved by Supervisor Paul J. Feiner, seconded by Councilman Kevin Morgan

AYE: Supervisor Paul J. Feiner  
Councilwoman Diana D. Juettner  
Councilman Francis Sheehan  
Councilman Kevin Morgan  
Councilman Ken Jones

Motion Adopted

There being no further business to come before the Board, on motion, meeting adjourned

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Judith A. Beville, Town Clerk

**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

To consider an application for an Amended Site Plan by Elmwood Country Day School for the property designated on the Tax Map of the Town of Greenburgh as Parcel ID: 7.520-319-37, 7.520-319-38, 7.520-319-39, 7.50-319-40 and is situated on the North side of Dobbs Ferry Road, 207 feet from Worthington Road

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**Agenda Attachments**

TB 2014 0611 Public Hearing Doc Elmwood Camp redacted

**Minutes Attachments**

Elmwood Country Day School - Letter

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June 3, 2014

BY HAND

Hon. Paul Feiner, Supervisor, and  
Members of the Town Council  
Town of Greenburgh  
Town Hall  
177 Hillside Ave.  
Greenburgh, NY 10607

RE: Elmwood Country Day School  
900 Dobbs Ferry Road, Town of Greenburgh, NY (the "Premises")

Dear Supervisor Feiner and Members of the Town Council:

On behalf of Elmwood Country Day School ("Elmwood"), we respectfully submit this letter to supplement the pending Application submitted in accordance with Section 285-58 of the Code of the Town of Greenburgh.

Since 1957, Elmwood has played an active role in childhood development for many families in the Greenburgh community and has operated a Camp on these Premises. As repeatedly noted before this Council, the Application to enlarge the Activity Field on the eastern portion of the Premises does not involve any change to the operation of Elmwood:

- (a) There will be no increase in the enrollment of Campers;
- (b) There will be no change to the hours or days of operation; and
- (c) There will be no change to the type and character of activities run at Elmwood during the eight (8) weeks of summer as substantially has been in place for almost sixty (60) years.

This Application simply involves expanding an existing Activity Field and roofing an existing gymnastics deck. Elmwood has agreed to limit the hours of operation of this Activity Field so that it ends by 4:30 pm daily and is not used on weekends, at all. The Activity Field will be surrounded by a six-foot fence and the gate will be locked after 4:30 pm.

In our May 9 and 23, 2014 letters, Elmwood identified commitments that it was willing to accept as Conditions. Elmwood has continued to communicate with its neighbors and the Conditions have been refined. To simplify the Town's review of the "agreed" Conditions, we respectfully refer you to the annexed Schedule A setting forth all of them.

**THE HISTORY OF ELMWOOD'S PAST APPROVALS**

Neither the Town of Greenburgh nor any Court that reviewed the legal issues raised by the neighbors concerning the operation of Elmwood ever determined that there were conditions limiting the hours of operation of Elmwood, or otherwise affecting its running of a Camp on these Premises.

In fact, the history of Elmwood from the 1957 decision by the Zoning Board of Appeals of the Town of Greenburgh ("ZBA") was described in detail in Elmwood's Memorandum of Law filed with the Appellate Division, Third Department regarding the neighbors' appeal of the lower Court's Order, as follows:

On April 2, 1957 Elmwood's founder, Irving Cowle, applied to the Building Department of the Town for a building permit to construct a swimming pool and renovate the main building to accommodate an eight-week summer program. Cowle's application described the existing and proposed facilities and plan to expand in a summer program the public school physical education curriculum at Elmwood Country Day School, a for-profit private institution. Cowle's application initially was approved on June 18, 1957 when the Town ZBA directed "the building inspector to issue a certificate of occupancy to permit Cowle to conduct a day school year round in conformity with the Town Zoning Ordinance."

The Town ZBA approval was immediately challenged by Elmwood's adjoining neighbors in a declaratory judgment action *Streeter. et al. v. Cowle*, 10 Misc.2d 183, 168 N.Y.S.2d 583 (Westchester Sup. Ct. 1957). The Court there held:

Nowhere is the Zoning Board of Appeals given original jurisdiction for the issuance of permits where a use as of right exists or is claimed.

The Appellate Division, however, modified the lower Court's Order, declaring in *Streeter v. Cowle*, 6 A.D.2d 811 (2nd Dept., 1958) as follows:

In our opinion there is a question of fact to be determined as to whether the Zoning Board had jurisdiction to make the determination complained of. If it did, then Article 78 of the Civil Practice Act would seem to provide the proper procedure for review.

Following the Appellate Division ruling, the Town's Building Inspector approved Elmwood's summer program with no qualifications or restrictions. No Article 78 proceeding was ever instituted, challenging the Town's approval of that summer program. Moreover, the Town has approved every subsequent application filed by Elmwood ever since and Appellants never challenged any of the approvals granted to Elmwood by the Town over the preceding decades.

The neighbors claim that certain facts were stated to the Town in connection with the Special Permit Application, which somehow should be binding upon Elmwood in this Application. Given the Courts' repeated dismissals of the multiple claims by the neighbors, Elmwood strongly disagrees with the neighbors' assertions. Moreover, since the Appellate Division vacated the Special Permit issued in 1957, there is no legal basis for such neighbors' claims. Moreover, since that time, there has been no approval for these Premises that was issued by the Town of Greenburgh and contained any Conditions restricting the hours of operation of the Camp, nor otherwise imposing limitations on its operations.

In 1965, Elmwood applied to the ZBA for a Special Use Permit to expand Elmwood's outdoor wading pool and construct an outdoor diving pool for its then existing summer program. Elmwood's 1965 Application concerned only its summer program and provided that Elmwood has "always taught swimming and diving in an outdoor pool," while asserting that "the proposed construction is an updating of facilities of a use already permitted." (emphasis added). Consequently, the summer program use was before the ZBA in Elmwood's 1965 Special Use Permit application.

Elmwood's 1965 Application also commented at §3 thereof, as follows:

Petitioners operate a day school which was a lawful use under a prior zoning ordinance of the Town of Greenburgh and under the present zoning ordinance of the Town of Greenburgh (Sec 11 (c)(3)) said pre-existing use is deemed to be conforming. Sec 11(C) (3) however provides that any modification change or extension thereof is subject to the granting of a special permit. Petitioners now seek to build a separate diving pool (28 X 32) and an addition to their existing wading pool (Addition 12 X 20). The Building Inspector has ruled that this work requires a special permit.

Elmwood's 1965 Application continued at § 4 thereof:

Petitioners have operated a day school on the subject property since June, 1957 and, as part of their program, they have taught swimming and diving in an existing swimming pool and wading pool. Petitioners in order to update their facilities and to make them comparable to those of nearby schools now wish to erect a diving pool and increase the size of their wading pool. The proposed diving pool and the proposed addition to the existing wading pool are in the area where the existing pools are now located and the diving pool will be in excess of 115 feet from any property line and the addition to the wading pool will be in excess of 100 feet from any property line. Petitioners also believe that the proposed pool is not any modification change or extension of the use of the property since petitioners have always taught swimming and diving in an outdoor pool but rather that the proposed construction is an updating of facilities of a use already permitted.

Elmwood's 1965 Application concluded at §5, as follows:

Petitioners seek a special permit to allow the construction of the proposed diving pool and proposed addition to the existing wading pool since the granting of such special permit would be in harmony with the orderly development of the district in which the property concerned is situated and will not be detrimental to the orderly development of adjacent districts and will not impair the use, value or enjoyment of adjacent residential properties and shall not create any additional pedestrian or vehicular traffic.

In connection with the 1965 Application, Notice was duly published. At the subsequent public hearing, Elmwood's Special Use Permit Application was unanimously granted by the ZBA despite the opposition of a few neighbors. There were no Conditions in that Special Use Permit affecting hours of operation or otherwise. None.

No one, neither the Town nor the neighbors, including the Appellants Palella who purchased their adjoining home five years earlier in 1960, ever challenged the Special Use Permit granted in 1965 by the ZBA to Elmwood for an addition to the summer program outdoor wading pool and for the construction of a new outdoor diving pool. Elmwood's 1965 Application asserted that the summer recreational use was a permitted use and the Special Permit was issued for such use. Thus, the time to challenge Elmwood's summer program use expired, at the very latest, in 1965 (as has now been affirmed by the New York State courts in the various *Elmwood* appeals). Having failed to challenge under Article 78 the summer program use approved again in 1965 by the Special Use Permit, such

use became, as a matter of law, unassailable. The neighbors cannot legally raise these issues now before the Town Council.

Moreover, since that time the Supreme Court of the State of New York issued its decision in Marlowe v. Elmwood, Inc. and Elmwood Summers, Inc.,<sup>1</sup> which dismissed the neighbors' challenge to the legality of Elmwood's use of the Premises as a Camp stating:

The number of summer students has varied from 350 to 500, including some special needs and disabled students. The School summer staff consists of teachers, psychologists, social workers, recreation specialists and high school students. In addition, the institution offers an educational internship for college students in the field of child development. . . . *It is undisputed that the Town has recognized and treated Elmwood as a permitted use since 1957.* [Emphasis added.] A copy of the Marlowe Decision was enclosed with our May 23, 2014 letter to this Council.

Thereafter, the Appellate Division, Third Department issued two (2) decisions dismissing the neighbors' challenges to the legality and operation of Elmwood (one decision regarding the legality of the Camp, and the other decision dismissing the neighbors' alleged nuisance claims). Following the neighbors' appeal to the New York State Court of Appeals, the Third Department's determinations regarding Elmwood stand as the law regarding the operation of the Camp on these Premises.

#### **ELMWOOD REMAINS WILLING TO INSTALL IMPROVEMENTS UNRELATED TO THE FIELD**

Nevertheless, although the neighbors persist in their extrajudicial attempt to overturn the Elmwood Camp issues litigated eleven (11) years ago, now asking this Council to impose Conditions never previously imposed by the Town in more than one-half of a century, Elmwood *voluntarily* has agreed to many improvements that will benefit the neighbors. These improvements, which may be included as Conditions to any approval issued by this Council are set forth in our May 9 and May 23 letters, subject only to the following modification communicated to the neighbors in a June 2, 2014 email (a copy of which is enclosed for your convenience):

With regard to the plantings that have started to be installed, the Town's Forestry person recommended that Elmwood use Green Giant Arborvitae, which is described below as growing to have a 12' to 20' spread and growing up to 3' per year up to 50' or 60'. These trees, which are larger than the more column-like and typical Arborvitae are recommended to be planted anywhere from 5' to 12' apart to allow for their growth. Typical Arborvitae are slower growing and do not have as large a spread. Since there are existing plants and obstacles along the northerly boundary, Elmwood is willing to plant the Green Giant Arborvitae closer than the 10' distance previously mentioned (as may be possible), even as close as 6', but the distance for planting will depend upon the room available along the boundary. Any of these plants that may die will be replaced.

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<sup>1</sup> *Marlowe v. Elmwood, Inc.*, Index No. 02-3434, \*5-6 (Sup. Ct. Ulster Co., 2003), *affirmed*, 12 A.D.3d 742, 784 N.Y.S.2d 206 (3 Dep't 2004), *leave to appeal dismissed*, 4 N.Y.3d 881 (2005).

In addition, as noted above, Elmwood is willing to accept a Condition limiting the hours of operation of the Activity Field so that it does not extend beyond 4:30 pm on weekdays and is not used on the weekends.

While Elmwood remains welcoming of the dialogue with its neighbors and the constructive conversations that have ensued, we respectfully wish to repeat our earlier reminder to the Town that any Conditions proposed to be implemented by the Town must be directly related to the mitigation of impacts that are determined to arise from the proposed modifications or improvements that are the subject of this Application. Thus, the Condition related to the use of the Activity Field would be appropriate and is agreeable to Elmwood.

As previously outlined in our letter, dated May 23, 2014, a municipal board is not empowered to impose special permit conditions upon an applicant seeking Site Plan Approval particularly where the Condition is not related to the improvement that is the subject of the Application. Accordingly, we respectfully submit that any Condition that proposed to limit Elmwood's hours of operations of the Camp would be inappropriate and unwarranted, as well as being arbitrary and capricious. For all these reasons and those previously stated in our earlier communications to the Council and as stated at the Public Hearings held herein, we respectfully submit that this Application should be granted in its entirety.

Thank you for your consideration in this matter.

Respectfully yours,



William S. Null

WSN:yp/ Enclosure

cc: (w/enclosure): Mr. Gregory Licht; Ms. Hillari Boritz; Ms. Roberta V. Wittenberg; Dr. Jeffrey Ackerman; Mr. Michael McGarvey, P.E.; Mr. Thomas Madden; Mr. John Lucido; Mr. Garrett Duquesne; Mr. Greg Fillinghoff (gregfittinghoff@optonline.com); Ms. Lori Mazzola (lmazzola@optonline.com); Mr. Brian Schursky (brianschursky@optonline.com) and Ms. Dawn Schursky (dawnschursky@optonline.com); chriscam1@optonline.com ; denncc@optonline.com; John A. Pappalardo, Esq. and Pooja S. Jaitly, Esq.

SCHEDULE A  
(Page 1 of 2)

**AGREED CONDITIONS TO BE PART OF APPROVAL RESOLUTION**

1. Rather than waiting for Amended Site Plan Approval to be granted by the Town, Elmwood will expedite making improvements to the northerly property line thereby making a positive difference for this season of Camp.
2. Elmwood will install an 8' fence along the northern boundary as shown on the plans.
3. The existing chicken wire and white picket fence will be removed along the northern boundary of the Elmwood property. The new fence will be wooden and will be consistently stained and maintained on both sides. Its material will be either pressure-treated or cedar depending upon the fence installer's recommendation for the topography and the length of the section of fencing.
4. Elmwood will install a 6' chain-link fence around the new Activity Field with a locking gate. The Activity Field will not be used later than 4:30 pm any weekday and will not be used on the weekends at any time.
5. Elmwood will install plantings along the northern property line inside the new fence (in coordination with the Town of Greenburgh). It proposes using Green Giant Arborvitae trees, which are a rapidly growing evergreen tree. Since there are existing plants and obstacles along the northerly boundary, Elmwood will plant the Green Giant Arborvitae as close as 6' to one another, but the actual distance will depend upon existing plants, terrain and other site conditions along the boundary. Any of these trees that may die will be replaced.
6. In the fall, an 8' fence will be installed along the existing raised playing field toward the westerly side of the Premises, as such fence needs to be mounted in the stone retaining wall and involves a longer installation time than is possible prior to the commencement of this season of Camp.
7. Elmwood will limit the use of the existing gate adjoining another residential property by locking it and limiting keys to authorized individuals.
8. Drainage improvements will be implemented as noted on the plans prepared by M.J. McGarvey P.E., P.C., as described in this letter, including but not limited to subsurface drainage infrastructure for the activity field, as well as a berm and swale generally along the northerly boundary area of the Camp. In addition, Elmwood's plans provide for improved handling of stormwater in the parking lot area to the northwest of the Premises.

SCHEDULE A  
(Page 2 of 2)

AGREED CONDITIONS TO BE PART OF APPROVAL RESOLUTION

9. Elmwood is willing to meet with the neighbors three (3) times each year at mutually convenient times generally: (a) two months before Camp starts; (b) one time during Camp season; and (c) two months after Camp ends.
10. Elmwood is not willing to be and, we respectfully submit, cannot legally be limited to hours of operation despite the neighbors continuing demand that Camp end at 4:30 pm, and that activity on the weekend be limited to only a few hours one day, only. Nevertheless, Elmwood hereby confirms it is willing to limit its operations as set forth in this Paragraph 10 so that, other than as set forth below, it will not operate the Camp on the weekends and generally will not have any activity at the Camp later than 7:30 pm:
  - a. Elmwood needs to be able to operate its business and present its facilities to new families. Typically, Elmwood meets with prospective parents and campers before the season starts. So, while Elmwood generally will not have any Camp activities on the weekends there is a need to meet with parents and campers on some weekends during the year in order to familiarize them with the programs. These exceptions voluntarily will be kept to a reasonable minimum, but they are necessary and should not form part of any restrictive Condition.
  - b. A Stepping Stones' orientation for children is scheduled from 9 am to 2 pm on one Saturday before Camp starts.
  - c. Staff orientation is scheduled before Camp starts to be held on one or more weekends. Currently, there is only one such orientation event. These events will be voluntarily kept to a minimum, but they are necessary and should not form part of any restrictive Condition.
  - d. The Town of Greenburgh Police Department and Fire Department regularly have held an event that occurs for a part of one day, once per year. This event has been a meaningful part of the Camp's history and underscores its commitment to the community of the Town of Greenburgh.
  - e. It is important that Elmwood not be held to have violated its commitments herein when events cause minor timing issues conflicting with what otherwise is set forth herein. As an example, Elmwood occasionally has had field trips off-Premises where buses have been delayed due to traffic, or otherwise, and the buses need to return to the Premises. In such unscheduled events, there is a possibility of pick-ups at the Camp somewhat beyond 7:30 pm. This type of situation is not scheduled to occur, but circumstances sometimes arise. Elmwood will use its reasonable best efforts to minimize such occurrences.

# FARBER, PAPPALARDO & CARBONARI

ATTORNEYS AT LAW  
200 EAST POST ROAD  
WHITE PLAINS, NEW YORK 10601  
TEL (914) 761-9400 (212) 752-3396  
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EUGENE I. FARBER  
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HINDA KELLER FARBER\*\*  
JUDITH MURPHY  
POOJA JAITLEY

145 EAGLE ROCK AVENUE  
ROSELAND, NEW JERSEY 07068

REPLY TO WHITE PLAINS OFFICE

REFER TO FILE NO.

June 11, 2014

\*Admitted to NY, MA & NJ

\*\*Admitted to NY & CT

\*\*\*Of Counsel

## VIA E-MAIL AND HAND DELIVERY

Hon. Paul Feiner, Supervisor  
Members of the Town Council  
Town of Greenburgh  
Town Hill  
177 Hillside Avenue  
Greenburgh, New York 10607

Re: Elmwood Country Day School  
900 Dobbs Ferry Road, Town of Greenburgh, NY

Dear Supervisor Feiner and Members of the Town Council:

This firm represents John and Christine Camardella, residents of 4 Jay Court, White Plains, New York 10607. Mr. and Ms. Camardella's home is located adjacent to Elmwood Day Camp ("the Camp"). My clients have been victim to unreasonably intrusive and excessive noises generated by the Camp for what have now been many years. This letter is in response to Mr. Null's letters dated May 23rd and June 3, 2014.

As a preliminary matter, Chapter 380 of the Town Code expressly places limitations on noise, and Mr. Null has failed to address several of its applicable provisions in his prior correspondence. Specifically, pursuant to Sections 380-5(F) and (G), sounds on private property that are amplified or unamplified, and for private noncommercial use may not exceed 65 dBA. Sections 380-7(B) and (C) also prohibit unreasonably intrusive noises that either exceed 65 dBA within a residential district or are a result of loud speakers and/or sound-amplification equipment.

It is my clients' firm position that the Camp is in blatant violation of the Town Code. As a matter of fact, my clients intend to obtain a noise level test while the Camp is in session this summer in order to prove its outright violation. Illustratively, in past years, my clients have been

unfairly subject to sound amplification, loud music, loud yelling and screaming, garbage pick-ups, construction, and other loud noises during the daytime, evening and weekend hours in the summer. As a result, my clients, as well as a family member who lives with them, are completely unable to enjoy summers in their home due to the Camp.

While my clients appreciate the Camp's efforts towards making improvements to lessen the interference that the Camp continues to impose on its surrounding neighbors, the improvements that specifically target the noise levels coming from the playing field bordering my clients' home are purely and inarguably lacking in adequacy.

Specifically, the eight (8) foot stockade fence and additional plantings that the Camp has proposed installing along the northern property line will be completely ineffective in mitigating noise if the fence is not at least ten (10) feet (requiring a variance) and placed on top of the raised property line overlooking my clients' property. Moreover, this fence must consist of a high performance acoustical fence; a stockade fence is not sufficient in addressing the problematic noise levels coming from the playing field. These requests are not unreasonable, especially in light of the fact that my clients have already spent over \$15,000 in building their own acoustical fence and making other changes to lessen noise levels, all of which were ultimately rendered a waste of time and money after the Camp raised the neighboring property line, thereby forcing all noise coming from the field to travel above my clients' acoustical fence and into their yard.

This firm recognizes that upon the granting of the Special Use Permit in 1957, no restrictions on the Camp's hours of operation and enrollment of children were imposed *per se*, even though the application for the Permit limited the Camp's hours to 9:00 a.m. to 4:30 p.m. Monday through Friday, and its enrollment to no more than 125 children during the summer months. Notwithstanding this, it is our position that restrictions on child enrollment and hours of operation must be adopted immediately. First, the Camp has not presented any legitimate purpose or necessity for its operating and conducting of non-camp related events past 4:30 p.m. and on weekends. Simply put, no justification that outweighs the neighbors' inherent right to enjoy their homes free from nuisance has been provided.

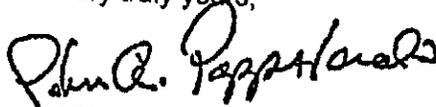
Secondly, New York courts have consistently held that placing restrictions on noise in a residential district is not arbitrary and capricious. In the case of *Home Depot, USA v. Town Bd. of Town of Hempstead*, previously cited by Mr. Null, the court in fact admitted that time restrictions are effective in reducing noise. 63 A.D.3d 938, 939 (2d Dep't 2009). Even more persuasive is the case of *Milt-Nik Land Corp v. City of Yonkers*, in which the court found that imposing a restriction on a pizzeria's hours of operation was not arbitrary and capricious because it was "intended to protect the neighboring residential properties from the possible adverse effects of the petitioner's operation, such as the anticipated increase in traffic congestion, parking problems, and noise." 24 A.D.3d 446, 449 (2d Dep't 2005).

Lastly, in *Cummings v. Town Board of North Castle*, at issue was the town board's granting of a special use permit to the appellant to operate a nursery on his property, which was located in a single family, two-acre residential district. In reviewing this decision, the court found that the town board did not abuse its discretion in granting the permit, holding that although "the proposed use would generate a noise level higher than that consistent with residential or other permitted development of the subject property, the board deemed it possible to regulate the production of such noise by imposing limitations upon the hours of operation of the machinery to be used thereon". 95 A.D.2d 818 (2d Dep't 1983).

All of these Appellate Division cases affirm the fact that noise levels in residential neighborhoods must be taken seriously because of each person's right to enjoy their property free from unreasonable interference.

In the situation before us currently, the Camp has been and continues to act with complete disregard to the consequences of its actions, thereby restricting my clients from being able to exercise a basic right that they possess. The Camp has engaged in a long-term pattern of significant expansion and increasing activity to the extreme detriment of the neighboring residences and my clients in particular. As such, it is this firm's position that the Camp immediately modify its proposed improvements relating to the building of an 8-foot fence, and also adopt stringent restrictions on its hours of operation and enrollment of children.

Very truly yours,

  
JOHN A. PAPPALARDO

JAP/pj

cc: John and Christine Camardella (via e-mail)

**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

To consider a one-year agreement between the Town of Greenburgh and the Village of Tarrytown for Fire Protection Services to Unincorporated Greenburgh residents of the Glenville Fire Protection District for the year 2014 **(This hearing will be held over to the meeting of 6/23/14.)**

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**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

To consider an amendment to the Rules & Regulations of the Consolidated Water District No. 1 incorporating a Water Meter Reading Dispute Resolution Policy, and to consider an increase in the billing rates for the Consolidated Water District No. 1

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**Attachments**

TB 2014 0603 CL-1 reso Set Consolidated Water District Water Rate Increase Public Hearing R 0603

TB 2014 0528 Public Hearing Doc Rules and Regulations 0423

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**RESOLUTION SCHEDULING A PUBLIC HEARING FOR WEDNESDAY, JUNE 11, 2014, AT 7:30 PM, AT GREENBURGH TOWN HALL TO CONSIDER WATER USAGE BILLING RATE INCREASES FOR IN-DISTRICT AND OUT-OF-DISTRICT CUSTOMERS AND A LATE PAYMENT PENALTY DECREASE FOR THE CONSOLIDATED WATER DISTRICT NO. 1**

**BE IT RESOLVED**, by the Town Board of the Town of Greenburgh that the Town Clerk set a Public Hearing for Wednesday, June 11, 2014, at Greenburgh Town Hall, located at 177 Hillside Avenue, Greenburgh, New York 10607, at 7:30 p.m., or as soon as possible thereafter, to consider an amendment to the Rules and Regulations of the Consolidated Water District No. 1, increasing the billing rates for the Consolidated Water District No. 1 and decreasing the late fee for current charges (presently 15%) for current charges as follows:

In-District Water Rates:

<u>Price</u>	<u>Usage (in gallons)</u>
\$5.20/ 1000 gal	less than 3,667 gal monthly, or less than 11,000 gal if billed quarterly
\$6.52/ 1000 gal	3,667 to 17,000 gal monthly, or 11,000 to 51,000 gal if billed quarterly
\$7.75/ 1000 gal	greater than 17,000 gal monthly, or greater than 51,000 gal if billed quarterly

Out-of-District Rate:

\$10.40/ 1000 gal      all usage

Late Payment Penalty Fee:

Late fee for current charges which are not paid by the due date stated on the bill: 1.0% per month, not to exceed 12%.



# **RULES AND REGULATIONS**

## **CONSOLIDATED WATER DISTRICT NO. 1 TOWN OF GREENBURGH, N.Y.**

**ADOPTED 1935**

Amended 1 <sup>st</sup> :	January 8, 1975
Amended 2 <sup>nd</sup> :	October 12, 1988
Amended 3 <sup>rd</sup> :	May 12, 1999
Amended Schedule of Fees:	January 28, 2004
Amended Schedule of Fees:	November 21, 2005
Corrected Section 8.2:	December 17, 2007
Amended Schedule of Fees:	October 1, 2008
Amended Schedule of Fees:	June 1, 2011
Amended Schedule of Fees:	April 1, 2012

## **SECTION 1**

The following rules and regulations established by the Town Board of the Town of Greenburgh, acting as the Board of Water Commissioners of the Consolidated Water District No. 1 of the said Town are hereby made a part of the contract with each party taking and using water furnished by the said Water District. The Town Board reserves the right to make such changes in the rules and regulations as they may deem advisable at any time.

### **PUBLIC HEARING**

#### **ORDINANCE CONTROLLING WATER USES**

Town Clerk O'Connor read the notice of public hearing as published December 5, 1974 in The Record of Greenburgh:

#### **NOTICE OF PUBLIC HEARING ON A PROPOSED ORDINANCE OF THE TOWN OF GREENBURGH AS SET FORTH HEREIN**

LEGAL NOTICE IS HEREBY GIVEN that, pursuant to Section 130 of the Town Law of the State of New York, and pursuant to a resolution of the Town Board of the Town of Greenburgh, adopted November 26, 1974, the said Town Board will hold a public hearing at the Town Hall at Knollwood and Tarrytown Roads, Village of Elmsford, Town of Greenburgh, on the 17th day of December, 1974, at 8:15 P.M., eastern standard time, to hear all interested parties and the citizens for or against the adoption of the proposed ordinance to read as follows:

#### **AN ORDINANCE CONTROLLING WATER USES**

#### **CHAPTER 63**

The Town Board of the Town of Greenburgh does hereby ordain and enact as follows:

##### **63-1 AUTHORIZATION.**

The Town Board of the Town of Greenburgh does hereby authorize and direct the Commissioner of Public Works of the Town of Greenburgh to promulgate rules and regulations controlling and governing the use and consumption of Water, pursuant to any contract between Consolidated Water District No. 1 and any person or owner as said Commissioner deems necessary, and to modify the same at any time and from time to time.

##### **63-2 APPLICATION.**

No person or owner, as defined in the definitions outlined in said rules and regulations, shall be permitted to use, consume or purchase the water, facilities, implements or water mains of the Consolidated Water District No. 1, Town of Greenburgh, except pursuant to an agreement between the person or owner and The Consolidated Water District No. 1 and subject to all the rules and regulations promulgated by the Commissioner of Public Works, and the fee schedule therein contained, and as may be modified from time to time.

Upon execution of any such agreement, copies of the complete text of such rules and regulations shall be given to such person or owner.

Copies of such rules and regulations shall also be given to all persons or owners who, at the

time this ordinance becomes effective, is under agreement with the Consolidated Water District No. 1 or using its water and facilities.

It shall be unlawful for any person, organization, firm, corporation or owner to violate any of the provisions of such rules and regulations.

**63-3 ENFORCEMENT.**

The Commissioner of Public Works or his authorized representative shall enforce all rules and regulations promulgated and enacted pursuant to the powers delegated under this ordinance.

**63-4 VIOLATIONS AND PENALTIES.**

Any person, owner, firm, organization or corporation convicted of violating the provisions of the ordinance or any rules or regulations promulgated pursuant to this ordinance shall be subject to imprisonment for not more than thirty (30) days or a fine of not more than Two Hundred Fifty Dollars (\$250.00), or both, for each violation thereof.

**63-5 VALIDITY.**

If any clause, sentence, paragraph, section or part of this law shall be adjudged by court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this law.

**63-6 WHEN EFFECTIVE.**

This law shall take effect immediately.

**BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF GREENBURGH**

**MICHAEL W. O'CONNOR  
TOWN CLERK**

Dated: November 26, 1974

Town Attorney Joel Sachs asked that the record show that further refinements had been made in the proposed ordinance since publication; none of which, he said, are major such as to require re-advertising:

- Title has changed.
- Last paragraph dropped of Section 63-2.
- Section 63-3 changed entirely.
- Section 63-4 is original Section 63-3 and numbering of the following sections is sequentially changed, necessitating the addition of Section 63-7.

The following, then, is the corrected text of the proposed ordinance:

# AN ORDINANCE CONTROLLING WATER SUPPLY

## CHAPTER 63

The Town Board of the Town of Greenburgh does hereby ordain and enact as follows:

### **63-1 AUTHORIZATION.**

The Town Board of the Town of Greenburgh does hereby authorize and direct the Commissioner of Public Works of the Town of Greenburgh to promulgate rules, regulations and a schedule of fees and any amendments thereto controlling and governing the use and consumption of Water, pursuant to any contract between Consolidated Water District No. 1 and any person or owner as said Commissioner deems necessary, and to modify the same at any time and from time to time.

### **63-2 APPLICATION.**

No person or owner, as defined in the defined in said rules and regulations, shall be permitted to use, consume or purchase the water, facilities, implements or water mains of the Consolidated Water District No. 1, Town of Greenburgh, except pursuant to an agreement between the person or owner and the Consolidated Water District No. 1 and subject to all the rules and regulations promulgated by the Commissioner of Public Works, and the fee schedule therein contained, and as may be modified from time to time.

Upon execution of any such agreement, copies of the complete text of such rules and regulations shall be given to such person or owner.

Copies of such rules and regulations shall also be given to all persons or owners who, at the time this ordinance becomes effective, is under agreement with the Consolidated Water District No. 1 or using its water and facilities.

### **63-3 APPROVAL OF RULES, REGULATIONS AND FEE SCHEDULE.**

Prior to the promulgation by the Commissioner of Public Works of any rules, regulations or schedule of fees or amendments thereto, controlling and governing the use and consumption of water as set forth in Section 63-1, the Commissioner of Public Works shall transmit to the Town Board a copy of such proposed rules, regulations or schedule of fees. Such proposed rules, regulations or schedule of fees, or any amendment thereto, shall become effective thirty (30) days after approval by the Town Board.

### **63-4 ENFORCEMENT.**

The Commissioner of Public Works or his authorized representative shall enforce all rules and regulations promulgated and enacted pursuant to the powers delegated under this ordinance.

### **63-5 VIOLATIONS AND PENALTIES.**

Any person, owner, firm, organization or corporation found guilty of violating the provisions of the ordinance or any rules or regulations promulgated pursuant to this ordinance shall be

subject to imprisonment for not more than thirty (30) days or a fine of not more than One Thousand Dollars (\$1000.00), or both, for each violation thereof.

**63-6 VALIDITY.**

If any clause, sentence, paragraph, section or part of this law shall be adjudged by court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this law.

**63-7 WHEN EFFECTIVE.**

This law shall take effect immediately.

Supervisor Veteran called for arguments for or against the proposed ordinance.

There being no one who wished to speak on the matter, Councilman Kreisberg moved that the hearing be closed.

Councilwoman Rosen seconded.

Roll Call:

Councilman Marasco	VOTING	AYE
Councilman Finneran	VOTING	AYE
Councilman Kreisberg	VOTING	AYE
Councilwoman Rosen	VOTING	AYE
Supervisor Veteran	VOTING	AYE

All voting aye, nays none, motion adopted.

Supervisor Veteran read the following resolution into the record and moved for its adoption:

**WHEREAS**, the CONSOLIDATED WATER DISTRICT No. 1 of the Town of Greenburgh has been operating under rules adopted in the year 1935, and

**WHEREAS**, a revision of such rules is necessary and there have been meetings held to with the Department of Public Works, the Town Engineer and the Town Attorney's Office towards promulgating revised rules and a revised fee schedule for the Water Department, and

**WHEREAS**, it is necessary that the Town of Greenburgh adopt an ordinance authorizing the Commissioner of Public Works of the Town of Greenburgh to promulgate rules, regulations and a schedule of fees relating to the use and consumption of water in Consolidated Water District No.1, and

**WHEREAS**, a public hearing was duly noticed and held in the Town Hall of the Town of Greenburgh on the 17th day of December 1974 in regard to adopting "An Ordinance Controlling Water Supply" and all interested persons having been heard,

**IT IS NOW RESOLVED**, that a new Chapter, Chapter 63, be added to the codes of the Town of Greenburgh and said Chapter be entitled, "Water Supply" and such ordinance shall take effect immediately.

Councilman Kreisberg seconded.

Roll Call:

Councilwoman Rosen	VOTING	AYE
Councilman Finneran	VOTING	AYE
Councilman Marasco	VOTING	AYE
Councilman Kreisberg	VOTING	AYE
Supervisor Veteran	VOTING	AYE

**WHEREAS**, by ordinance adopted by this Board on December 17th, 1974 Chapter 63 entitled "Water Supply" was added to the Code of Ordinances of the Town of Greenburgh, and

**WHEREAS**, pursuant to Chapter 63-3 of said ordinance, the Commissioner of Public Works shall transmit to the Town Board a copy of proposed rules, regulations or schedules of fees controlling water supply, to become effective thirty (30) days after approval of said rules, regulations or fees by the Town Board, and

**WHEREAS**, The Commissioner of Public Works has promulgated rules, regulations and a schedule of fees which are herewith submitted to the Board for approval,

**NOW THEREFORE, BE IT RESOLVED**, that said rules, regulations and schedule of fees be approved, and become effective 30 days after the date of the resolution, and

**BE IT FURTHER RESOLVED**, that the Commissioner of Public Works implement such rules, regulations and schedule of fees in conformance with these provisions of Chapter 63 of the Code of Ordinances of the Town of Greenburgh controlling water supply.

APPROVED BY RESOLUTION OF THE TOWN BOARD OF THE TOWN OF GREENBURGH, January 8, 1975, MICHAEL W. O'CONNOR, Town Clerk.

## **SECTION 2**

### **DEFINITIONS**

1. **"DISTRICT"** means the Consolidated Water District No. 1 of the Town of Greenburgh established as a special improvement district pursuant to the Town Law of the State of New York.
2. **"TOWN BOARD"** means the duly elected Supervisor and councilmen constituting the Town Board and acting as Commissioners of the District in accordance with the Town Law.
3. **"TOWN"** or **"TOWN OF GREENBURGH"** means the entire municipal organization of

said Town, having certain powers and responsibilities which may affect the activities of the District. Since the members of the Town Board act as Commissioners of the District, certain interchangeability between the Town and the District exists in terms of nomenclature. However, such interchangeability shall not be construed to include any violation of the procedures applicable to special improvement districts as defined by the Town Law.

4. **"COMMISSIONER"** means the Commissioner of Public Works of the Town of Greenburgh or his duly authorized representative, said Commissioner acting also as Superintendent of Water.
5. **"WATER DEPARTMENT" or "BUREAU OF WATER"** means the Bureau of Water of the Department of Public Works of the Town of Greenburgh and the employees thereof, acting to perform the operations and maintenance of the facilities of the District.
6. **"PERSON"** means and includes natural persons of either sex, corporations, partnerships, associations, joint-stock companies, societies, and other legal entities of any kind, whether acting by themselves or by servant, agent or employee. The singular number shall include the plural.
7. **"OWNER"** means the owner of record of any lot or parcel of land and improvements thereon using or desiring to use water supplied by the District.
8. **"RULES AND REGULATIONS"** means the rules and regulations contained herein approved and established by the Town Board, for making connections to water mains, or for the use of water, shall also refer to any further rules and regulations or amendments that may be adopted and approved for such purpose.
9. **"SCHEDULE OF FEES"** means a listing of fees charged by the District for various services determined by the Commissioner to be equitable, recommended by him to the Town Board, and approved by the Town Board. Upon adoption or amendment from time to time, said schedule shall be published and shall also be available at the offices of the District upon request.
10. **"WATER MAIN"** means a water pipe laid in a street, right-of-way, easement, or other public or private grounds, under the control of the Town of Greenburgh, which pipe forms a part of the water distribution system of the district. Water pipes shall not be deemed to be public water mains unless they appear on the official maps of the District as a public water mains on the date of adoption of these rules and regulations, or unless prior to construction a definite arrangement has been made between the district and the person causing such construction to be made which clearly defines that the water pipe will be accepted and

maintained by the District.

11. **"SERVICE LINE"** means the water pipe laid from a water main to and into a building or property for the purpose of conveying water from the District water distribution system into said building or property, and shall include the curb stop, curb box, and district meter.
12. **"HOUSE PIPING"** means all plumbing including pipe, fixtures, and other devices, installed in a building on the house side of the meter, to distribute water for use in said building.
13. **"METER"** means a device owned by the District and inserted between the house service line and the house piping for the purpose of measuring the amount of water consumed on the premises. The word 'meter' shall include all accessories such as cables, remote registers, remote touch pads, radio or telephone interface module, or any other device utilized by the District for the remote reading of the meter. Ownership and control of the meter shall remain vested in the District. The Owner shall be responsible for the installation of the meter, and its protection thereafter from any damage or tampering.

### **SECTION 3**

#### **USE OF WATER**

1. Any person using water supplied by the district thereby agrees to be bound by all rules and regulations of the district, and said rules and regulations are hereby made a part of any or all agreements with each person taking and using water furnished by the District or making connections with its mains, in the same manner as if these rules and regulations were set forth therein in full.
2. No person shall use or be allowed to use the water of the District for any purpose whatsoever without first making written application therefor, and receiving a written permit from the District.
3. All applications for tapping, making connections with the water mains of the District, or for the use in any manner shall be made by the Owner or a duly authorized agent on the forms to be provided by the District. If the application is made by an agent, said agent shall provide, at the time of application, a notarized affidavit from the Owner delegating to the agent the authority to sign the application and acknowledging service upon him of these rules and regulations. All charges listed in the schedule of fees shall be paid at the time of application.

4. Any person desiring the use of the District water for building construction or other temporary purpose shall make application in the same manner as for regular service. An additional fee shall be charged for this privilege, representing the additional cost of observing and assuring the protection of the meter and service line against freezing, or damage by other means, and for the additional cost of checking and testing the meter after it has been so used. A deposit will also be required from which the cost of any damage and the cost of water used may be deducted. The remainder of the deposit will be refunded. If the construction extends into the winter months, the District shall have the right to turn off service and remove the meter if there is any danger of freezing. The Owner shall be fully responsible for the protection of said installation and for the return of the temporary meter and all appurtenances to the district in good condition. No tap shall be made on the water main for a temporary service unless the Owner is clearly committed to a permanent service in the immediate future. If such commitment is not evident, the District may require an additional deposit for disconnecting the service line and turning the tap off at the main. The Commissioner shall have the right to refuse to grant temporary service if in his judgment such service is detrimental to the District.
5. No person except the employees of the Water Department or a person acting with the Commissioner's prior written permission, or an authorized member of a fire department in the event of fire, shall open or close, obstruct or interfere with any hydrant, valve or similar appurtenance connected with the water system of the District. The district may impose conditions on the opening of private hydrants and valves if the manner or rate of closing could be detrimental to the district. The prohibitions imposed by this paragraph shall apply to curb valves and to the use of water from hydrants.
6. Under exceptional conditions of hardship, persons may be permitted to take water from a hydrant subject to the following conditions: Prior written permission must be obtained from the Commissioner and from the Chief of the Fire District in which the hydrant is located. Any such permission shall state the time or period for which it shall be valid. Such water shall be metered, and in addition to the regular charge for water, there shall be a fee for the privilege of taking water in this manner. This fee shall include the additional cost to the District of inspections and testing necessary to prevent damage to the hydrant, water meter, or other part of the installation. The Owner shall make a deposit with the application in the full amount of the cost of the meter and accessories necessary for the installation, and also including an allowance for possible damage to the hydrant, and an allowance for the cost of water to be used. There shall be deducted from any refund the amount of any damage, the cost of testing the meter to insure it's accuracy after use, and the cost of water used. The owner shall be fully responsible for protecting the hydrant, the meter, and all appurtenances while it is in such use, and shall be liable for all damages whether caused by him or not. In addition, he shall furnish the District with a hold harmless agreement protecting the District and the Town against all possible damage including claims of third parties, secured by a

bond, insurance policy, or other identification agreement approved by the Town Attorney.

#### **SECTION 4**

### **TAPPING AND CONNECTIONS**

1. Tapping and making connections to mains or water pipes of the District or privately owned mains supplied by the District with water, must in all cases be done by employees of the District, or by a person who has obtained prior written authorization from the Commissioner to perform such work.
2. Taps and connections will be made by the District at the expense of the Owner, in accordance with the schedule of fees.
3. A separate tap and service pipe shall be installed for each Owner, and no Owner shall supply water to other premises except with the prior written permission of the Commissioner. More than one tap and service will be installed for a single Owner only if the Commissioner finds that it is in the best interests of the District to do so.
4. No person shall make any tap or other connection between the water main and the meter unless he shall have received prior written approval in a letter from the Commissioner.
5. The applicant shall perform all excavation at the tapping location, at the place and to the dimensions designated by the Commissioner. Excavations shall be large enough to accommodate the tapping equipment, shall be supported by sheeting if deemed necessary by the Commissioner, O.S.H.A. or the N.Y. State Labor Department requirements, and shall be kept dry so that the tapping crew may have proper working conditions. The trench shall be large enough so that the tap may be spaced far enough from any other tap, joint, or fitting by a minimum of three feet. The District reserves the right not to make the tap if in the judgment of the Commissioner the excavation is not suitable for the work to be done therein.
6. When openings in the street right-of-way are to be made, the contractor performing the excavation must, at his own expense, obtain the necessary permits for such openings from the proper officials.
7. The Owner shall give at least 48 hours' notice to the District if a tap is desired once an application has been approved by the District and the required fees have been paid. A longer period may be required for taps larger than 2 inches in diameter. Additional fees may be levied if the trench is not ready or in suitable condition at the appointed time.

## SECTION 5

### **SERVICE LINES and MAIN EXTENSIONS**

1. Service pipes shall be copper, type "K", for service pipes of 2 inches or less in diameter. Larger service pipes and main extensions must be ductile-iron thickness Class 54 with cement mortar lining in accordance with AWWA (American Water Works Association, Inc.) Standards C104, C111, C151, C153. No other materials shall be permitted for service lines or main extensions. Service pipes shall be no smaller than  $\frac{3}{4}$  of an inch in diameter, or smaller in diameter than the size of the tap. The Commissioner may require an owner to provide hydraulic calculations by a Registered Architect or Engineer to justify a specific service line size requested.
2. The service pipe shall be laid with not less than 4 feet cover from the surface of the ground, and in general with no more than 5 feet of cover. Where the area over the pipes is to be re-graded, care shall be taken not to reduce the depth to less than 4 feet, and the District may require a test pit if it suspects that this may have been done. Service pipes shall be constructed at right angles to the curb line and along the shortest distance towards the building. If flexible copper piping is used, the service pipe shall have an excess of 3 feet formed into a goose neck at the connection to the tap and laid at right angles facing the tap. The service pipe shall not be laid within 2 feet of any other structure, conduit, or pipe; unless subsurface conditions make it impossible to do otherwise and written permission has been received from the Commissioner. Service piping having joints must be laid not less than 18 inches higher than any sewer service line or main, or 10 feet away measured in a horizontal direction.
3. Backfill over the service pipe shall be free of large stones, clay, and other unsuitable material. Backfill shall be carefully compacted around the service pipe, and borrowed material shall be brought in if the material from the trench is unsuitable. All backfill must be placed in layers of not more than 6 inches and carefully tamped.
4. A bed of crushed stone not less than 6 inches thick shall be provided if the bottom of the trench is rock or unstable.
5. An inspector from either the Water Department or the Town Building Department must be present when the backfill is placed. If backfill is placed without inspection, the Commissioner shall have the right to require re-excavation of the trench and exposure of the service pipe.
6. The service pipe shall be subjected to a water test under the full main pressure for a period of at least 15 minutes while uncovered, and must show no signs of leakage. Main extensions shall be subjected to a leakage test per Westchester County Health Department requirements

and AWWA Specification C600. Disinfection and bacteriological testing may be required for service pipes and mains in accordance with NY State and Westchester County Health Department requirements and AWWA Specification C651.

7. When openings in the street right-of-way are to be made, the contractor performing the excavation must, at his own expense, obtain the necessary permits for such openings from the proper officials.
8. All expenses relating to the construction of the service pipe from the tap to the house piping shall be borne by the Owner, except for the furnishing and insertion of the corporation cock, or the furnishing and installation of the tapping sleeve and valve into the water main, and the furnishing of a curb stop valve (2" and under only) and curb box, which are included in the tapping fee. The curb stop valve for services larger than 2" is the tapping valve which is provided.
9. All service pipes must be installed by or under the supervision of a plumber licensed in the County of Westchester.
10. All service pipes between the curb shut-off valve or tapping valve and the meter or house piping shall be maintained in good condition by the Owner. Any leaks must be immediately repaired by the Owner. Should the Owner fail to repair any leak, the District may shut off the service at the curb box or elsewhere and keep it off until repairs are made. Whenever any service is so cut off, the charges for turn-off and turn-on listed in the Schedule of Fees shall be paid by the Owner. Service pipes between the main and the curb shut-off valve or tapping valve will be maintained by the District, but the Owner shall give prompt notice to the District if a leak appears to be taking place.
11. If the Owner desires to connect an electrical ground from the house electrical system to the service tap, such connection must be done on the street side of the meter and any appurtenances with a jumper wire extending to the house side of the meter allowing slack in the wire for ease of meter removal. The District may require the Owner to disconnect an electrical ground at any time if the Commissioner deems such connection to be hazardous, cause excessive corrosion of the plumbing or otherwise detrimental to the District.

## **SECTION 6**

### **SERVICE PIPES FOR FIRE SERVICE**

1. Application may be made for an additional tap for a commercial or multiple residential building for the purpose of installing a fire line to serve an approved sprinkler system or fire standpipe. Such installations shall be done in accordance with the same rules as for service pipes and main extensions as called for in Section 5. A detector check valve with bypass meter of approved design must be installed at the same location where the domestic meter is installed.
2. Residential homes, including condominiums, townhouses, etc., that are required by Town Building Code to provide residential fire sprinklers will be served by a "combination" water service line. This service line will be sized by an acceptable fire system designer whose hydraulic calculations have been submitted and approved by the Commissioner. This line will be sized to accommodate fire sprinkler and domestic demand as defined in the NFPA (National Fire Protection Association) codes. The service will be metered and then branched to separate fire sprinkler feed and domestic feed. The fire sprinkler branch will contain no additives of any kind and will have two resilient faced check valves on it for backflow protection. The meter placement and piping will be as shown on the standard detail drawing for typical Residential Combination Water Service and Fire Sprinkler System.
3. Separate domestic and fire lines must be installed when the commercial or multiple residential building is less than 100 feet from the main. Where it is more than 100 feet from the main, the Owner may apply for a single combination service pipe extended from a single tap. In that case, the domestic service may be tapped from the fire line at the building, but such combination service pipe and its appurtenant valves must be set in accordance with the requirements of the Insurance Services Office. In no case shall the diameter of a metered domestic water line tapped from a fire line exceed one quarter of the diameter of the combination line. Combination service pipes will be required to have a Fire Service Water Meter Assembly supplied by the District. Private fire hydrants approved to be connected to this service will have an annual "water availability" fee as specified in the schedule of fees.
4. The Owner must submit a completed Application for Approval of Backflow Prevention Devices to the Westchester County Health Department after receiving endorsement from the District. A suitable backflow device, with detector provision, may supersede the detector check requirement with the permission of the Commissioner.

## **SECTION 7**

### **CURB STOPS AND CURB BOXES**

1. In conjunction with each application for a tap, the District will, as part of the tapping fee, furnish a curb stop valve and curb box with cover. The curb valve shall be installed at or near the property line on the street side. The curb box shall be set over the curb valve in a truly vertical position, well centered over the valve, so that the valve may be turned with the Water Department key without difficulty. The curb box shall be extended to a length so that the cover is flush with the ground. The Owner shall be responsible for keeping this cover flush to the ground and visible in the case of any regrading, repaving or other such changes in condition surrounding this valve box and the curb box shall be protected so that the District may have ready access at any time when it becomes necessary to shut the water off at the curb.
2. The Owner agrees that employees of the district may enter his private property at any time for purposes of shutting off the water at the curb stop, even if it is located on private property.
3. Only Water Department employees or authorized persons of the Water Department may operate any curb shut-off valve or (in the case of lines larger than 2") tapping valves. Owners requesting this valve to be operated will be charged in accordance with the schedule of fees.

## **SECTION 8**

### **METERS**

1. All meters shall be owned by the District, and shall be obtained from the District upon payment of a meter fee. Only one meter shall be installed for each service, except with the prior written permission of the Commissioner.
2. Meters must be installed by a plumber licensed in the County of Westchester, installed in approved locations and such installation is subject to the inspection and the approval of the Commissioner. Meters must be set in a horizontal position, and not more than 3 feet from the point where the service enters the Building, except that meters may be placed in meter pits approved by the Commissioner as to location and construction. Meter pits shall be required for all services over 100 feet in length between the main and the building. A suitable and approved gate valve or ball valve shall be installed on the street side of the

meter, and a suitable check valve shall be installed on the house side. Pressure regulators, where required, shall be installed on the street side of the meter. Meters shall not be placed in any garage, crawl space, outside closet or shed, whether heated or not. The use of "heat tape" is not an acceptable alternative. Meters shall be kept unobstructed and easily accessible to Water Department employees. A remote reading register, touch pad or radio/telephone interface module shall also be mounted near any meter or pit at a location approved by the District.

3. No person other than employees of the Water Department shall interfere with, tamper with, or remove any water meter, or any remote reading register or other device connected to it. No seal placed by the District on any meter, valve, fitting, or other water connection shall be tampered with or defaced. No such seal shall be broken except on written authorization from the Commissioner. Where any such seal is broken without such authorization, the District may remove the meter for testing at the expense of the Owner, and may make such investigation as is necessary to determine whether there has been unauthorized use of water, or whether any other unauthorized act has been done.
4. The Owner shall be responsible for the protection and maintenance of the meter against all damage or loss caused by any reason except normal wear and tear. Any meter damaged by frost, freezing, hot water backing into the meter, or in any way other than normal wear and tear shall be repaired by the District at the expense of the Owner. The District reserves the right to have the meter repaired by an outside firm at the Owner's expense. Repairs to meters made by the District shall be billed in accordance with the schedule of fees.
5. A meter which ceases to register the quantity of water consumed shall be immediately replaced by another meter in good condition. Such replacement shall be made at District expense if the failure is due to normal wear and tear, or by the Owner if for any other reason. The Owner's account for water consumed during the period when the meter failed to register shall be calculated by taking either the average amount of water consumed during a similar period in the future as recorded by the new meter, or the average amount of water consumed during a previous similar period, with the method at the option of the Commissioner.
6. The Owner may request the Water Department, as stated in Section 8, paragraph, No. 6 of the Town's Rules and Regulations for Consolidated Water District No. 1, to make a special test of the accuracy of a meter. The test shall be made in accordance with the standard regulations of the AWWA (American Water Works Association).

- a. In the case of a disputed account involving the accuracy of a meter, such meter will be tested by the Water Department upon the request of the Owner. The testing may be witnessed by the Owner or an Owner authorized representative.
  
- b. If the Owner still disputes the findings, the Owner may have an approved meter testing company test the meter at the Owner's expense. If the meter is found to register erroneously against the Owner by more than 2%, the cost of testing the meter will be paid by the District and the Owner account will be adjusted. If, however the meter is found to be within a 2% allowance and/or registers lower than the allowable percentage loss, the Owner will be responsible for all payments and the matter concluded. The Water Department shall retain the meter at issue until all procedures have finished and the issue settled. The following outside meter testing companies are approved for testing of meters.

Independent Meter Companies

National Metering Services

163 Schuyler Ave

Kearny, NJ 07032

(201) 246-1115

North American Meter Incorporated

500 N Main St

Port Chester, NY 10573

(914) 937-1314

~~7. In case of a difference of opinion between the District and the Owner as to the accuracy of the meter, the Owner may request that the meter be tested. If it is found to register against the Owner by more than 2% of the correct amount, there will be no charge for removing,~~

~~repairing, and resetting the meter. If, however, the meter is found to register against the consumer by more than 2%, the property owner shall pay a testing fee plus the cost of removal, replacement, and turn-off of water if applicable.~~

7. Meter pits, if required, shall be designed and constructed in accordance with the specifications and standard details of the District. They shall be placed so as to be readily accessible to the employees of the Water Department. It shall be the responsibility of the Owner to maintain the pit in a dry condition, to have the cover readily removable, and to protect the meter against freezing.

## **SECTION 9**

### **CROSS-CONNECTION CONTROL**

1. No person shall make, and no Owner shall permit the making of any cross-connection or potential cross-connection between the District water supply and any other pipe or container or other fixture containing or having contained any chemical or substance toxic to human or animal life, any material having a biological danger to the human or animal system, any water having its origin in a well, stream, or other water supply, any air conditioning system, any swimming pool, any pipe or container containing stagnant water, or any source where the water has been altered from the condition of the fresh water original delivered by the District to the Owner. Even if such cross-connection has not been made, if on the premises supplied by the District there is such a potential cross-connection hazard, the Owner shall have prepared at his own expense an "Application for the Installation of a Backflow Prevention Device" in accordance with New York State Sanitary Code, Section 5-1.31. Further, the District requires any Owner to install such device where the District determines that it is necessary in the fulfillment of the requirements of the New York State Sanitary Code.
2. All Owners further agree to provide and maintain adequate air gaps between all faucets and other free flowing discharge devices, and the vessels into which they discharge. All water standpipes must drain through an air gap.
3. All swimming pools must be filled with an air gap between the filling outlet and the surface of the water, the distance is to be a minimum of twice the diameter of the fill pipe or as approved by the Commissioner. All tanks or other devices for flushing toilets and urinals shall be equipped with a flush valve which will prevent back-siphoning.
4. Owners who have installed approved backflow devices as required by these rules and NY

State Sanitary Code section 5-1.31 must have such device(s) tested by a NY State Certified Backflow tester at least annually and a copy of such test must be filed with the Water Department and the Westchester County Health Department as specified in NY State Sanitary Code 5-1.31, (a), (3).

## **SECTION 10**

### **BILLS**

1. Meters will be read monthly, quarterly, or semi-annually at the option of the District. The District reserves the right to render bills at more frequent intervals based on estimated quantities, with adjustment to be made at the next reading. The Owner shall permit employees of the Water Department to enter the premises to take readings at any reasonable time. For the purpose of this section, the hours of 8:00 A.M. to 8:00 P.M. shall be considered reasonable. Employees of the Water Department carry identification, and Owners may request display of that identification before admitting the employee.
2. Bills will be rendered at regular intervals and are due and payable at the Water Department offices or Town Hall within 30 days of being rendered. Thereafter the water charges shall be considered in arrears. If the water charges are in arrears, the District will add a penalty of 15% of the amount due. If such water charges are not paid within 60 days from the date due, the account will be considered delinquent, and a turn-off notice will be sent. Such notice will provide that if the bill is not paid in full within 10 days of receipt of the turn-off notice, the water shall be shut off. Water charges are at all times a lien upon the property upon which and in connection with which the water was used. If the Owner fails to pay the amount due even after the water is shut off, the lien will be enforced and will be collected in the same manner as unpaid Town taxes, as provided by law.
3. Bills and other notices will be sent by mail to the Owner only, unless said Owner executes an agreement satisfactory to the District holding the District harmless from any damages which said Owner may incur as a result of the service of the bill or notice upon another person. Service of the bill or any other notice by the District may be made by mail and the mailing of such bill or notice shall be sufficient notice, and the Owner shall make no claim arising out of his failure to receive such bill or notice. In any and all events, the Owner shall be and shall remain liable for the payment of bills, and for appropriate action in response to notices.
4. Credit for High Water Bills (Due to Leak)

To encourage Owners to make repairs to equipment on their property that is leaking water, such as plumbing fixtures, irrigation systems, and pools, the Water Department will provide a one-time credit to water bills with excess water usage attributable to confirmed leakage. The leak allowance credit is only available to non-commercial customers.

An allowance credit is applied to an Owner's bill if the Owner receives a water bill measuring quarterly consumption that exceeds at least 4 times the average consumption for the same historical billing period and such excess consumption is demonstrated to be the result of a leak within the property. The credit will be assigned to the portion of the billed water consumption that exceeds the highest quarterly consumption within the Owners history data on file for the same quarter in question. Credit will be calculated by subtracting 1) the sum of: (a) the billing amount which would be applicable to the highest quantity of water billed to that customer in the past at the customer's address for the same quarter as the disputed bill; (b) an amount equal to the excess consumption quantity billed at the NYC purchased water rate for the quarter of the disputed bill; plus (c) the Water Department's direct variable costs (other than water) of treating and distributing the water, such as chemicals and electric costs of distribution, for the quarter of the disputed bill, from 2) the amount of the disputed bill.

An allowance credit will only be applied when a request has been received in writing by the

Commissioner of Public Works. The Owner shall provide documentation to the Commissioner of Public Works sufficient to clearly identify the source of the leak. Documentation shall include proof of repair from a licensed tradesman along with a statement from the licensed tradesman estimating the quantity of water lost. The Commissioner shall be the sole judge in determining the validity of such documentation of excess usage. Any leakage allowance credit, if granted, will be for not more than one billing period and will only be permitted once to the Owner or any related Owner at the same location.

The Allowance credit will be terminated once the final installation of the Town's new metering system is installed as this system will have the ability to recognize water leaks within a 24 to 48 hour period. Following installation of the new metering system, the Owner will be notified by the Water Department of any apparent leak and all risk of loss on the Owner side of the meter shall be borne by the Owner.

4-6 One week prior to the sale or conveyance of real property to which water is supplied, the seller shall file forthwith in writing with the Commissioner the full name and address of the new owner, and the date of conveyance and to schedule a special (or Final) reading. If the District is not notified of the conveyance or the final bill is not paid, the District will hold the new owner liable for any arrears on the account. Such special reading will be made by the District at the fee shown in the schedule of fees.

## **SECTION 11**

### **DISCONTINUANCE OF SERVICE**

1. If the Owner wishes to discontinue the use of water temporarily, he must give written notice to the Commissioner. In that case, the water shall be turned off at the curb box when desired, and the turn-off fee published in the schedule of fees will be charged. Similarly, the Owner may request in writing the resumption of service, and the turn-on fee will be charged. Even though the water may be turned off, a minimum quarterly water service charge will continue to be charged until such time as the service line has been disconnected from the District main as specified in paragraph 2 below.
2. If the water service is to be permanently discontinued at a location, the Owner shall give written notice to the Commissioner. In that case, the service line shall be cut off at the main, and the corporation stop shall be turned off. The Owner shall perform all excavation at the location where the tap is to be cut and turned off in the same manner as for a new tap described in these rules and regulations, and backfill and restore the trench in the same manner. The Water Department shall witness the turning off of the corporation stop. The Owner shall return the meter in good and working condition to the District.
3. If the owner desires to demolish an existing building that has water service from the District, he must disconnect the service as described above prior to receiving a demolition permit from the Town Building Department.
4. If the owner wishes to demolish an existing structure and re-use the water service for a new structure to be built on the same property, he must provide a written request to the Commissioner. This request must include information as to the type of use that is planned, documentation that the existing service is adequate in size to handle the new water demands, including any consideration for fire sprinkler requirements if applicable. After these requirements have been satisfied the owner will request to have the curb valve shut off and he will have the water meter returned to the Water Department. When the District is satisfied that the services have been disconnected properly, a written confirmation of such will be sent to the Town Building Department Commissioner.

## **SECTION 12**

### **DUTIES AND LIABILITIES**

1. Although every effort is made to provide a safe and adequate water supply, the District does

not guarantee that water service will be continuous or adequate for the needs of any Owner. Any person using water of the District thereby waives his right to make any claim for liability or damages arising out of water being turned off or on, cessation or interruption of flow, reduced or insufficient pressure or flow, increased or excessive pressure or flow, vibration or surges, noises, freezing, thawing, leakage, failure or improper operation of any meter or other device or appurtenance required by these regulations, whether owned by the District or not, inadequacy or failure of any house service line whether maintained by the District or not, discoloration, solid particles, odor, chemical content, biological content, temperature, or any other circumstances which may occur for any reason whatsoever during the operation of a water system., whether previous notice has been given or not.

2. No deduction from any water bill will be made for lack of continuity or adequacy of service.
3. The district reserves to itself the following rights, and any person using water of the District thereby waives his right to make any claim for liability or damages arising out of the exercise of these rights:
  - a. To take charge of and control the curb stop and all valves and other devices connected to the water system, whether on public property or not, whenever there is a violation of the rules and regulations, or when there is the possibility of damage or other detrimental occurrence to the system.
  - b. To operate all parts of the system in the manner it deems in the best interest of the District.
  - c. To shut off water in case of nonpayment of bills.
  - d. To enter on private property at reasonable hours and under reasonable circumstances for the purpose of reading meters, shutting water off or turning it on, for the purpose of investigating possible violations of the rules and regulations, to detect leaks, or to take any action which is necessary for the proper operation of the system without damage or loss to the District or third parties connected to the water system of the District.
  - e. To shut off water or discontinue service temporarily for testing, repairs, cleaning, and other purposes necessary for proper operation of the system.
  - f. To reduce, allocate, control, or ration the supply of water in the event that the supply becomes inadequate for any reason. It especially reserves the right, at any time the Commissioner considers it necessary, to prohibit the use of water for sprinkling of lawns or gardens, washing cars, or any other such purpose.
  - g. To limit the amount of water supplied to water-cooled air-conditioners or other water-cooled devices to prevent unnecessary waste of water, and to require the use of mechanical refrigeration devices to cool the water if the makeup water required by the



9. Water charged at the normal rate can be furnished only to properties located within the boundaries of the District or within an extension established in accordance with the procedures outlined in the Town Law. Property owners outside of these boundaries must arrange to have the boundaries extended, and such extension approved by the necessary agencies having jurisdiction including, but not limited to, the City of New York, Department of Environmental Protection - Bureau of Water Supply. All proceedings necessary to accomplish this objective must be at the Owner's expense. Owners are cautioned that this procedure is time-consuming, and that the District cannot furnish water until the proceedings have been completed. Property owners and municipalities outside the District may be served with surplus waters on a contract basis, subject to such out-of-district rates as may be imposed by the District.
10. If any clause, sentence, paragraph, section, or part of these rules and regulations shall be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of these rules and regulations.

**CONSOLIDATED WATER DISTRICT NO. 1**

**SCHEDULE OF FEES**

TURN OFF/ON service at curb stop (any reason) normal business hours:	\$36.00
After normal hours, Weekends & Holidays (up to 2'')	\$72.00
Final or Special meter reading at customer's request normal business hours:	\$43.00
Excessive time necessary to read meter (pit with heavy cover, inaccessible, etc.) or operate curb shut off valve larger than 2''	T&M <sup>1</sup>

Tapping Fee (includes tap, curb stop, curb box, NOT EXCAVATION):

<u>Tap Size</u>	<u>Tap Fee</u>	<u>Meter Size</u>	<u>Meter Fee</u>	<u>Pit Cost (plastic)</u>
3/4''	\$331	5/8'' x 3/4''	\$298	\$550
3/4''	\$331	3/4'' (short length)	\$357	\$550
1''	\$373	1''	\$449	\$550
1 1/2''	\$828	1 1/2''	\$1,007	\$1,800
2''	\$994	2''	\$1,375	1,800
4''x4''	\$3,775	3'' Compound	\$3,995	
6''x4''	\$3,914	4'' Compound	\$5,796	
6''x6''	\$4,150	6'' Compound	\$9,108	
		All other meters	Cost + 15% (handling)	

<u>Tap Size</u>	<u>Tap Fee</u>	<u>Tap Size</u>	<u>Tap Fee</u>
8''x4''	\$3439	10''x10''	\$5443
8''x6''	\$3613	12''x4''	\$4234
8''x8''	\$4024	12''x6''	\$4433
10''x4''	\$4232	12''x8''	\$4877
10''x6''	\$5,320	12''x10''	\$6,823
10''x8''	\$5,854	12''x12''	\$7,846

*Charges for other Tap & meter sizes to be determined by Superintendent of Water District based on T&M.*

Minimum Quarterly Bill (Residential & Commercial)	\$20.00
Minimum Monthly Bill (Commercial)	\$20.00
Transfer Fee (if Final Bill not paid prior to closing)	\$35.00
Returned Check fee	\$30.00
Late fee for current charges which are not paid by the due date stated on the bill	15%
Extra Charge if trench is not ready for tap	*T&M
Inspection of service line termination at corporation stop on main	\$43.00
Frozen Meter	*T&M
Emergency Call (minimum charge of \$50 for any reason)	*T&M

Temporary Service:

Install Water Meter	*T&M
Remove Water Meter	*T&M
Check in field if necessary	*T&M
Check Meter if necessary	*T&M
Check damage, if any	*T&M
Minimum Security Deposit	see below <sup>2</sup>

Use of Water from Hydrant:

Install water meter	*T&M (plus deposit)
Remove water meter	*T&M
Test meter and check installation for damage	*T&M
Also required - hold harmless agreement and Fire Chief's approval.	
Testing meter which is found accurate, or when seal is broken:	
5/8"x3/4" meter:	\$144.00
All other size meters:	*T&M
Fire Service Line - Standby Charge per year (Both metered and un-metered)	
No Domestic Use through 6"	\$400.00
" Through 12"	\$800.00

In District Water Rate:

\$4.83/ 1,000 gal. up to 3,999 gal. for monthly billed customers
\$4.83/ 1,000 gal. up to 10,999 gal. for quarterly billed customers
\$6.05/ 1,000 gal. up to 16,999 gal. for monthly billed customers
\$6.05/ 1,000 gal. up to 50,999 gal. for quarterly billed customers
\$7.20/ 1,000 gal., 17,000 gal and up for monthly billed customers
\$7.20/ 1,000 gal., 51,000 gal. and up for quarterly billed customers

Out of District Rate:

\$9.66 per 1,000 gal. for monthly and quarterly customers, all usage

Fee Schedule last revised April 1, 2012

<sup>1</sup> "Time and Material" shall include salaries of Water Department Personnel at regular and overtime rates as necessary, plus 42% for overhead and fringe benefits, cost of materials plus 15% and use of equipment other than small tools at reasonable rental rate.

<sup>2</sup> Deposit to be paid shall be twice meter "fee". When meter is returned and service is disconnected, deposit will be refunded less \$143 annual "hook-up" fee and any other applicable charges (i.e., meter damage, etc.).

**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

To consider the Proposed 2014 Capital Budget and the 2015-2016 Capital Plan of the Town of Greenburgh

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**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

Appointment of Braeden Cohen to the Conservation Advisory Council, for a term to expire December 31, 2015

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**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

Accepts with regret the resignation of Thomas Madden as Commissioner of the Department of Community Development and Conservation

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**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

**TB 2 - 6/11/14**

Resolution of the Town Board of the Town of Greenburgh adopting a Local Law amending Section 285-29.1 of the Town Zoning Code to permit pre-existing motor vehicle sales use located in the (CA) Central Avenue Mixed-Use Impact District, and in existence on the date of the amendment to Section 285-29.1, to apply for a Special Use Permit from the Town Board to allow for the alteration and/or expansion of certain existing facilities. **(This resolution will be pulled from the agenda because the proposed Local Law will be substantially revised and resubmitted at a subsequent meeting.)**

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**Attachments**

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**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

**TB 1 - 6/11/14**

Resolution authorizing the retention of GA Keen Realty Advisors, LLC to act as the Town's Real Estate Advisor for the disposition of the Former Frank's Nursery property located at 715 Dobbs Ferry Road for an amount not to exceed 5% of the gross proceeds of the sale of the property

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**Attachments**

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**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

**TB 3 - 6/11/14**

Resolution authorizing the Town Board to enter into an Inter-Municipal Agreement with the Village of Dobbs Ferry for the maintenance of a sewer main connection to an existing sewer line located in the Village regarding the Chauncey Estates Subdivision

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**Attachments**

TB 2014 0611 TB-3 reso Auth IMA w-Dobbs Ferry for sewer line re Chauncey Estates R 0610

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**RESOLUTION AUTHORIZING THE TOWN BOARD TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF DOBBS FERRY FOR THE MAINTENANCE OF A SEWER MAIN CONNECTION TO AN EXISTING SEWER LINE LOCATED IN THE VILLAGE REGARDING THE CHAUNCEY ESTATES SUBDIVISION**

**WHEREAS**, the developers of a mixed-use redevelopment project of the Chauncey Estates Subdivision known as Rivertowns Square are improving the sanitary sewer system/line along Lawrence Avenue, a portion of which is in the Unincorporated Area of the Town; and

**WHEREAS**, in order to obtain Westchester County Department of Health (WCDH) approval of the proposed improvement to a sewer main connection, it is required by the WCDH that there be a formal agreement between the Village of Dobbs Ferry and the Town of Greenburgh with regard to the maintenance of a sewer main connection to provide improved sewer services to the subject premises; and

**WHEREAS**, the representatives for both the Village of Dobbs Ferry and the Town negotiated a proposed Inter-Municipal Agreement between the Village and the Town providing for the maintenance of a sewer main connection;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Greenburgh hereby authorizes the Town Supervisor to execute the attached Inter-Municipal Agreement with the Village of Dobbs Ferry negotiated by the representatives for both the Village of Dobbs Ferry and the Town, providing for the maintenance of a sewer main connection regarding Chauncey Estates Subdivision.

**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

**TB 4 - 6/11/14**

Resolution ratifying Stipulation of Agreement with the Police Association of the Town of Greenburgh, Inc. from January 1, 2013 to December 31, 2014

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**Attachments**

TB 2014 0611 TB-4 reso Ratify 2013-2014 TOG-Police Association Stipulation of Agreement R 0610

TB 2014 0611 TB-4 data TOG-PBA Stiplulation of Agreement dated 2014 0529

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**RESOLUTION RATIFYING  
STIPULATION OF AGREEMENT WITH THE  
POLICE ASSOCIATION OF THE TOWN OF GREENBURGH, INC.  
FROM JANUARY 1, 2013 TO DECEMBER 31, 2014**

**WHEREAS**, the current Collective Bargaining Agreement (CBA) between the Town of Greenburgh (Town) and the Police Association of the Town of Greenburgh, Inc. (Association) expired December 31, 2012; and

**WHEREAS**, a Stipulation of Agreement (SOA) between the Town and the Association was executed by both parties on May 29, 2014; and

**WHEREAS**, the SOA provided that the CBA that expired December 31, 2012 has been modified and/or supplemented by providing wage increases effective January 1, 2013 of 2.35 percent; and wage increases of 2.35 percent effective January 1, 2014; and no other provisions as specified in the SOA; and

**WHEREAS**, the Association conducted a vote by the membership and ratified the provisions of the SOA dated May 29, 2014; and

**WHEREAS**, the Town Board has reviewed and concurs with the provisions of the SOA dated May 29, 2014;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Greenburgh hereby ratifies the SOA executed on May 29, 2014, for the period January 1, 2013 to December 31, 2014 and authorizes the execution of the amended CBA.

STIPULATION OF AGREEMENT made and entered into this 29<sup>th</sup> day of May 2014, by and between the negotiating committees of the Town of Greenburgh and the Police Benevolent Association of the Town of Greenburgh, Inc., (the "Police Association"):

WHEREAS, the parties have engaged in negotiations in good faith and in an effort to arrive at a successor agreement to a contract that expired by its terms on December 31, 2012 and

WHEREAS, the parties have arrived at a tentative agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

The provisions of this Stipulation are subject to ratification by the membership of the Police Association and the Town Board to be presented no later than June 15, 2014.

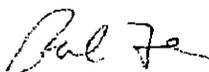
1. The respective negotiating committees agree to recommend this Stipulation for ratification.
2. All proposals not covered herein made by either party during the course of negotiations shall be deemed withdrawn.
3. The provisions of the prior collective bargaining agreement (January 1, 2010 to December 31, 2013) shall remain in full force and effect, except as modified below.
5. The new agreement shall be effective for a period of two (2) years from January 1, 2013 through December 31, 2014.

6. Effective January 1, 2013, the salary schedule for all years of service, ranks and grades, as set forth at Article I, Sections 1,2 & 3 of the collective bargaining agreement, shall be increased by 2.35%.

7. Effective January 1, 2014, the salary schedule for all years of service, ranks and grades, as set forth at Article I, Sections 1, 2 & 3 of the collective bargaining agreement, shall be increased by 2.35%.

FOR THE TOWN:

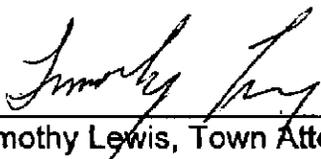
FOR THE UNION



Paul Feiner, Town Supervisor



Sean Hagan, PBA President



Timothy Lewis, Town Attorney



Thomas J. Troetti, PBA Attorney

**Town Board- Regular**

**Meeting Date:** 06/11/2014

---

**Text/Header:**

**TB 5 - 6/11/14**

Resolution authorizing the Town Assessor to accept an application for an exemption from Real Property taxes from the Mount Vernon Health Center for the property also known as the Greenburgh Health Center for the 2012 Town Assessment Roll affecting the 2013-2014 tax roll

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**Attachments**

TB 2014 0611 TB-5 reso Auth Greenburgh Health Center Real Property 2013-14 Tax Roll Exemption R. 0610

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**RESOLUTION AUTHORIZING THE TOWN ASSESSOR TO ACCEPT AN APPLICATION FOR AN EXEMPTION FROM REAL PROPERTY TAXES FROM THE MOUNT VERNON HEALTH CENTER FOR THE PROPERTY ALSO KNOWN AS THE GREENBURGH HEALTH CENTER FOR THE 2012 TOWN ASSESSMENT ROLL AFFECTING THE 2013-2014 TAX ROLL**

**WHEREAS**, the Mount Vernon Health Center, Inc., a not-for-profit organization pursuant to Section 420-A of the Real Property Tax Law, acquired the title to a parcel of property in the Town of Greenburgh known as the Greenburgh Health Center, and would otherwise have been entitled to a tax exemption on such property for the 2012 Town assessment roll if an application was filed for the exemption on or before the appropriate taxable status date; and

**WHEREAS**, due to the timing that the Mount Vernon Health Center acquired the subject parcel, the Mount Vernon Health Center was unable to apply for exemption status for the year in which the Greenburgh Health Center was acquired; and

**WHEREAS**, the Mount Vernon Health Center's exemption application was, in fact, not received in a timely fashion, which resulted in taxes being levied for Town, County, Fire and School expenditures; and

**WHEREAS**, pursuant to a Senate Bill introduced by State Senator Andrea Stewart-Cousins and a Legislative Act (5276-A), dated May 15, 2013, by the Governor of the State of New York, the Town Assessor was authorized to accept the Mount Vernon Health Center's exemption application for the exemption of real property taxes for the 2012 assessment roll affecting the 2013-2014 tax roll for the aforementioned parcel;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Greenburgh hereby authorizes the Town Assessor to accept an application for an exemption from real property taxes from the Mount Vernon Health Center for the parcel known as the Greenburgh Health Center for the 2012 Town assessment roll affecting the 2013-2014 tax roll.

**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

**TB 6 - 6/11/14**

Order of the Town Board setting a Public Hearing, 7:30 PM, Monday, June 23, 2014 to consider a proposed increase and improvement of the facilities of the Town's Consolidated Sewer District

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**Attachments**

TB 2014 0611 TB-6 Order Calling for Public Hearing re TOG Consolidated Sewer District Capital Budget R 0610

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**In the Matter**  
**of**  
**the Increase and Improvement of the Facilities of**  
**the Consolidated Sewer District in the Town of**  
**Greenburgh, Westchester County, New York at an**  
**Estimated Maximum Cost of \$500,000**  
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 : **ORDER CALLING PUBLIC HEARING**  
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**WHEREAS**, the Town Board of the Town of Greenburgh, Westchester County, New York, has duly caused Victor Carosi, an engineer duly licensed in the State of New York, to prepare a map, plan and an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the increase and improvement of the facilities of the Town’s Consolidated Sewer District, consisting of various capital improvements to the facilities of the Consolidated Sewer District, including sewer cleaning, rehabilitation and lining, at various locations in the District, which map, plan and estimate of cost are on file in the office of the Town Clerk where they are available for public inspection during normal business hours; and

**WHEREAS**, the Consolidated Sewer District is entirely contained within the Town; and

**WHEREAS**, the maximum amount proposed to be expended for said increase and improvement is \$500,000, which amount shall be allocated and charged as the cost of various improvements to the facilities of the Consolidated Sewer District, and shall be borne by the Consolidated Sewer District; and

**WHEREAS**, the capital project heretofore described, based on information supplied to the Town Board, has been determined by the Town Board to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which will not result in any significant environmental effects; and

**WHEREAS**, it is now desired to call a public hearing on the question of such increase and improvement of the facilities of the Consolidated Sewer District in the manner described above, and to hear all persons interested in the subject thereof, in accordance with the provisions of Section 202-b of the Town Law;

**NOW, THEREFORE, IT IS HEREBY ORDERED**, by the Town Board of the Town of Greenburgh, Westchester County, New York, as follows:

Section 1. A public hearing will be held at the Town Hall, in Greenburgh, New York, in said Town, on June 23, 2014, at 7:30 o'clock P.M., Prevailing Time, on the question of the increase and improvement of the facilities of the Town's Consolidated Sewer District, consisting of various capital improvements to the facilities of the Consolidated Sewer District, including sewer cleaning, rehabilitation and lining, at various locations in the Consolidated Sewer District in the Town of Greenburgh, Westchester County, New York, in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

Section 2. The aforesaid hearing shall be noticed as follows:

#### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Greenburgh, Westchester County, New York, will meet at the Town Hall, in Greenburgh, New York, in said Town, on June 23, 2014, at 7:30 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing in relation to the proposed increase and improvement of the facilities of the Town's Consolidated Sewer District, consisting of various capital improvements to the facilities of the Consolidated Sewer District, including sewer cleaning, rehabilitation and lining, at various locations in the Consolidated Sewer District in the Town of Greenburgh, Westchester County, New York, and including incidental expenses in connection therewith, at an estimated maximum cost of \$500,000.

The aforesaid project has been determined by the Town Board to be a "Type II" Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which, as proposed, the Town Board has determined will not result in any significant environmental effects.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Section 3. The Town Clerk is hereby authorized and directed to cause a copy of this order to be published once in *The Journal News*, the official newspaper, and also to cause a copy thereof to be posted on the sign board of the Town Clerk, such publication and posting to be made not less than ten days, nor more than twenty days, before the date designated for the hearing, and shall constitute the notice required to be given under Section 202-b of the Town Law.

Section 4. This order shall take effect immediately.

**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

**TB 7 - 6/11/14**

Order of the Town Board setting a Public Hearing, 7:30 PM, Monday, June 23, 2014 to consider a proposed increase and improvement of the facilities of the Town's Consolidated Water District

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**Attachments**

TB 2014 0611 TB-7 Order Calling for Public Hearing re TOG CWD Capital Budget R 0610

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**In the Matter**  
**of**  
**the Increase and Improvement of the Facilities**  
**of the Consolidated Water District in the Town of**  
**Greenburgh, Westchester County, New York at an**  
**Estimated Maximum Cost of \$5,100,000**  
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 : **ORDER CALLING PUBLIC HEARING**  
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**WHEREAS**, the Town Board of the Town of Greenburgh, Westchester County, New York, has duly caused Victor Carosi, an engineer duly licensed in the State of New York, to prepare a map, plan and an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the increase and improvement of the facilities of the Town’s Consolidated Water District, consisting of various capital improvements to the facilities of the Consolidated Water District, including water storage tank rehabilitation and repair at various locations, water main replacement in the vicinity of Chelsea and Plymouth Roads, water main cleaning and lining and Rumbrook Pump Station improvements, in the District, which map, plan and estimate of cost are on file in the office of the Town Clerk where they are available for public inspection during normal business hours; and

**WHEREAS**, the Consolidated Water District is entirely contained within the Town; and

**WHEREAS**, the maximum amount proposed to be expended for said increase and improvement is \$5,100,000, which amount shall be allocated and charged as the cost of various capital improvements to the facilities of the Consolidated Water District, and shall be borne by the Consolidated Water District; and

**WHEREAS**, the capital project heretofore described, based on information supplied to the Town Board, has been determined by the Town Board to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which will not result in any significant environmental effects; and

**WHEREAS**, it is now desired to call a public hearing on the question of such increase and improvement of the facilities of the Consolidated Water District in the manner described above, and to hear all persons interested in the subject thereof, in accordance with the provisions of Section 202-b of the Town Law;

**NOW, THEREFORE, IT IS HEREBY ORDERED**, by the Town Board of the Town of Greenburgh, Westchester County, New York, as follows:

Section 1. A public hearing will be held at the Town Hall, in Greenburgh, New York, in said Town, on June 23, 2014, at 7:30 o'clock P.M., Prevailing Time, on the question of the increase and improvement of the facilities of the Town's Consolidated Water District, consisting of various capital improvements to the facilities of the Consolidated Water District, including water storage tank rehabilitation and repair at various locations, water main replacement in the vicinity of Chelsea and Plymouth Roads, water main cleaning and lining and Rumbrook Pump Station improvements, in the District in the Town of Greenburgh, Westchester County, New York, in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

Section 2. The aforesaid hearing shall be noticed as follows:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Greenburgh, Westchester County, New York, will meet at the Town Hall, in Greenburgh, New York, in said Town, on June 23, 2014, at 7:30 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing in relation to the proposed increase and improvement of the facilities of the Town's Consolidated Water District, consisting of various capital improvements to the facilities of the Consolidated Water District, including water storage tank rehabilitation and repair at various locations, water main replacement in the vicinity of Chelsea and Plymouth Roads, water main cleaning and lining and Rumbrook Pump Station improvements, in the Consolidated Water District in the Town of Greenburgh, Westchester County, New York, and including incidental expenses in connection therewith, at an estimated maximum cost of \$5,100,000.

The aforesaid project has been determined by the Town Board to be a "Type II" Action pursuant to the regulations of the New York State Department of

Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which, as proposed, the Town Board has determined will not result in any significant environmental effects.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Section 3. The Town Clerk is hereby authorized and directed to cause a copy of this order to be published once in *The Journal News*, the official newspaper, and also to cause a copy thereof to be posted on the sign board of the Town Clerk, such publication and posting to be made not less than ten days, nor more than twenty days, before the date designated for the hearing, and shall constitute the notice required to be given under Section 202-b of the Town Law.

Section 4. This order shall take effect immediately.

**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

**AT 1 - 6/11/14**

Resolution authorizing tax certiorari settlement with petitioner Park Ridge Village Condominium for property located at Park Ridge Lane. The Town's share of the refund is \$87,171±; the Greenburgh Central School District's share is \$220,026±; the County's share is \$56,308±; the Bronx Valley Sewer District's share is \$8,051±; the Fairview Fire District's share is \$ 67,366±; the Consolidated Sewer Mtc. District's share is \$1,988±. Refunds from all sources total \$440,911±.

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**Attachments**

TB 2014 0611 AT-1 reso Settle Park Ridge Village Condo Tax Cert R 0610

TB 2014 0611 AT-1 data Park Ridge Village Tax Cert School Dist Ltr

TB 2014 0611 AT-1 data Park Ridge Village Tax Cert Spreadsheet

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**RESOLUTION AUTHORIZING TAX CERTIORARI SETTLEMENT  
WITH PETITIONERS PARK RIDGE VILLAGE CONDOMINIUM  
FOR PROPERTY LOCATED AT PARK RIDGE LANE**

**WHEREAS**, petitions have been filed by the property owner below challenging real property tax assessments on the Town's assessment roll; and

**WHEREAS**, petitioner's court challenges are now pending in Supreme Court, Westchester County; and

**WHEREAS**, the Town and property owner have reached a mutually agreeable resolution; and

**WHEREAS**, the Town commissioned the preparation of a preliminary analysis, a copy of which was provided to the Greenburgh Central School District, which analysis was utilized in the settlement process; and

**WHEREAS**, the School District within which the subject parcel is located has intervened in this matter and has approved the proposed settlement (see attached letter, dated February 14, 2014); and

**WHEREAS**, the Town Board has had an opportunity to review the Town Attorney's file on this matter and has been satisfied that the proposed settlement is deemed to be just, reasonable and in the interest of the Town of Greenburgh;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Greenburgh hereby authorizes the Town Attorney to execute for the property listed below the following settlement on behalf of the Town and all Special Districts at revised assessments of no less than the following amounts:

<u>Petitioner</u>	<u>Address/Description</u>	<u>Years</u>
Park Ridge Village Condominium	Park Ridge Lane Section 7.430, Block 247, Lots 23..101-Var	2007 - 2013

<u>Assessment Year</u>	<u>Assessment</u>	<u>Revised Assessment</u>	<u>Reduction</u>
2007	311,100	217,770	93,330
2008	311,100	233,325	77,775
2009	311,100	233,325	77,775
2010	311,100	251,991	59,109
2011	311,100	245,769	65,331
2012	311,100	242,658	68,442
2013	311,100	242,658	68442

The Town's share of the refund is \$87,171±; the Greenburgh Central School District's share is \$220,026±; the County's share is \$56,308±; the Bronx Valley Sewer District's share is \$8,051±; the Fairview Fire District's share is \$ 67,366±; the Consolidated Sewer Mtc. District's share is \$1,988±. Refunds from all sources total \$440,911±. (Please refer to the attached spreadsheet.)

**KEANE & BEANE P.C.**  
ATTORNEYS AT LAW

- **Main Office**  
445 Hamilton Avenue  
White Plains, NY 10601  
Phone 914.946.4777  
Fax 914.946.6868
- **Mid-Hudson Office**  
200 Westage Business Center  
Fishkill, NY 12524  
Phone 845.896.0120

February 14, 2014

JUDSON K. SIEBERT  
Principal Member  
jsiebert@kblaw.com

**VIA EMAIL [pcarparelli@greenburghny.com](mailto:pcarparelli@greenburghny.com)**

Peter Carparelli, Esq.  
Deputy Town Attorney  
Town of Greenburgh  
177 Hillside Avenue  
Greenburgh, New York 10607

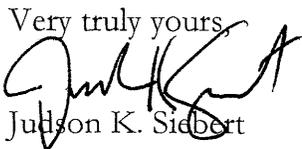
Re: *Mtr. of Park Ridge Village Condominium v.*  
*Assessor of the Town of Greenburgh, et al.*  
(Sup. Ct. West. Co. Index Nos. 20294/07, et seq.)

Dear Peter:

The Board of Education of the Greenburgh Central School District approved the proposed settlement reached in the above-referenced tax certiorari proceedings on January 27, 2014. A copy of the Resolution approving the settlement terms, as adopted on January 27<sup>th</sup>, is enclosed. The District Clerk has confirmed this Resolution was adopted.

In light of this Resolution, the settlement may be submitted to the Town Board for review and approval.

Please contact me once the Town Board has approved this settlement, or if you need additional documentation. I appreciate your attention and assistance in this matter.

Very truly yours,  
  
Judson K. Siebert

JKS/mq  
Enclosure

cc: Ms. Ellen Franzese (Via Email [efranzese@grenburghny.com](mailto:efranzese@grenburghny.com))  
Jeffrey S. Rodner, Esq. (Via Email [jsrodner@aol.com](mailto:jsrodner@aol.com))

FEB 18 2014



**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

**AT 2 - 6/11/14**

Resolution authorizing tax certiorari settlement with petitioners The Kraushaar Hastings Center for property located at 623 Warburton Avenue. The Town's share of the refund is \$400±; the Hastings-on-Hudson School District's share is \$23,783±; the County's share is \$3,618±; the No. Yonkers Sewer District's share is \$569±. Refunds from all sources total \$28,370±.

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**Attachments**

TB 2014 0611 AT-2 reso Settle Kraushaar Hastings Center Tax Cert R 0610

TB 2014 0611 AT-2 data Kraushaar Hastings Tax Cert School Dist Ltr.

TB 2014 0611 AT-2 data Kraushaar Hastings Tax Cert Spreadsheet

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**RESOLUTION AUTHORIZING TAX CERTIORARI SETTLEMENT  
WITH PETITIONERS THE KRAUSHAAR HASTINGS CENTER FOR  
PROPERTY LOCATED AT 623 WARBURTON AVENUE**

**WHEREAS**, petitions have been filed by the property owner below challenging real property tax assessments on the Town's assessment roll; and

**WHEREAS**, petitioner's court challenges are now pending in Supreme Court, Westchester County; and

**WHEREAS**, the Town and property owner have reached a mutually agreeable resolution; and

**WHEREAS**, the Town commissioned the preparation of a preliminary analysis, a copy of which was provided to the Hastings-on-Hudson Union Free School District, which analysis was utilized in the settlement process; and

**WHEREAS**, the School District within which the subject parcel is located has intervened in this matter and has approved the proposed settlement (see attached letter, dated May 13, 2014); and

**WHEREAS**, the Town Board has had an opportunity to review the Town Attorney's file on this matter and has been satisfied that the proposed settlement is deemed to be just, reasonable and in the interest of the Town of Greenburgh;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Greenburgh hereby authorizes the Town Attorney to execute for the property listed below the following settlement on behalf of the Town and all Special Districts at revised assessments of no less than the following amounts:

<u>Petitioner</u>	<u>Address/Description</u>	<u>Years</u>
The Kraushaar Hastings Center	623 Warburton Avenue Section 4.030, Block 21, Lot 2 Acct# 4095800	2009 - 2013

<u>Assessment Year</u>	<u>Assessment</u>	<u>Revised Assessment</u>	<u>Reduction</u>
2009	42,500	32,500	10,000
2010	42,500	36,900	5,600
2011	42,500	37,500	5,000
2012	42,500	37,000	5,500
2013	42,500	37,000	5,500

The Town's share of the refund is \$400±; the Hastings-on-Hudson School District's share is \$23,783±; the County's share is \$3,618±; the No. Yonkers Sewer District's share is \$569±. Refunds from all sources total \$28,370±. (Please refer to the attached spreadsheet.)

**KEANE & BEANE P.C.**  
ATTORNEYS AT LAW

- Main Office  
445 Hamilton Avenue  
White Plains, NY 10601  
Phone 914.946.4777  
Fax 914.946.6868
- Mid-Hudson Office  
200 Westage Business Center  
Fishkill, NY 12524  
Phone 845.896.0120

May 13, 2014

JUDSON K. SIEBERT  
Principal Member  
jsiebert@kblaw.com

**VIA EMAIL [pcarparelli@greenburghny.com](mailto:pcarparelli@greenburghny.com)  
and MAIL**

Peter Carparelli, Esq.  
Deputy Town Attorney  
Town of Greenburgh  
177 Hillside Avenue  
Greenburgh, New York 10607

Re: *Mtr. of The Krausbaar Hastings Center, LLC v.*  
*Assessor of the Town of Greenburgh, et al.*  
*(Sup. Ct. West. Co. Index Nos. 24158/09, et seq.)*

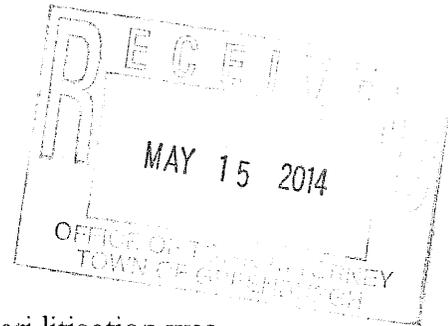
Dear Peter:

The proposed settlement of the above-referenced tax certiorari litigation was approved by the Board of Education of the Hastings-on-Hudson Union Free School District at its May 6, 2014 meeting.

I enclose a copy of the Resolution adopted by the Board of Education accepting the settlement, which involves the following assessment reductions:

<u>Year</u>	<u>Assessment</u>	<u>Revised Assessment</u>	<u>Reduction</u>
2009	\$42,500	\$32,500	\$10,000
2010	\$42,500	\$36,900	\$5,600
2011	\$42,500	\$37,500	\$5,000
2012	\$42,500	\$37,000	\$5,500
2013	\$42,500	\$37,000	\$5,500

In light of the Board of Education's Resolution, the proposed settlement may be presented to the Town Board for approval.



Kraushaar Hastings Center  
#4095800

ASSMT YEAR	TAX YEAR	CONTEST. ASSMNT	SETTLED ASSMNT	AMOUNT REDUCED	TOWN RATE	TOWN REFUND	COUNTY RATE	COUNTY REFUND	CO. REF RATE	CO. REF REFUND	NO. YONK SEWER	NO. YONK REFUND	HASTINGS SCHOOL	HASTINGS REFUND	TOTAL REFUND
2009	2010	42,500	32,500	10,000	7.65	\$76.50	104.130	\$1,041.30	\$9.90	\$99.00	17,940	\$179.40	741.12	\$7,411.20	\$8,807.40
2010	2011	42,500	36,900	5,600	14.33	\$80.25	101.060	\$65.94	\$9.85	\$55.16	18,160	\$101.70	731.86	\$4,098.42	\$4,901.46
2011	2012	42,500	37,500	5,000	14.82	\$74.08	104.450	\$522.25	\$10.19	\$50.95	18,230	\$91.15	748.96	\$3,744.80	\$4,483.23
2012	2013	42,500	37,000	5,500	15.26	\$83.93	107.720	\$92.46	\$10.50	\$57.75	18,040	\$99.22	775.34	\$4,264.37	\$5,097.73
2013	2014	42,500	37,000	5,500	15.58	\$85.69	105.210	\$578.66	\$9.86	\$54.23	17,720	\$97.46	775.34	\$4,264.37	\$5,080.41
				<b>\$31,600</b>		<b>\$400</b>		<b>\$3,301</b>		<b>\$317</b>		<b>\$569</b>		<b>\$23,783</b>	<b>\$28,370</b>

**WARNING DISCLAIMER:** These calculations have been prepared by the Town as a guide and are intended for internal use only. The Town makes no representation of accuracy. YOU MUST INDEPENDENTLY VERIFY THE ACCURACY OF ANY NUMBERS OR CALCULATIONS CONTAINED ON THIS PAGE.

**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

**AT 3 - 6/11/14**

Resolution authorizing Valuation Plus, Inc. be retained as Real Estate Appraiser for various properties, at a total cost not to exceed \$6,875

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**Attachments**

TB 2014 0611 AT-3 reso Auth Valuation Plus. various props R 0610

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**RESOLUTION AUTHORIZING VALUATION PLUS, INC. BE RETAINED  
AS REAL ESTATE APPRAISER FOR VARIOUS PROPERTIES,  
AT A TOTAL COST NOT TO EXCEED \$6,875**

**WHEREAS**, petitions have been filed by the property owners listed below challenging the real property tax assessments on the Town's assessment roll with respect to the parcels listed below; and

**WHEREAS**, petitioners' court challenges are now pending in Supreme Court, Westchester County; and

**WHEREAS**, the Town Attorney's Office, in connection with defending these tax assessments, does not need full appraisals at this time but does require a preliminary valuation and assessment analysis for the tax years in question; and

**WHEREAS**, Valuation Plus, Inc. has performed such services for the Town in a satisfactory manner for the past several years and has agreed to provide the required reports at the fees listed below; and

**WHEREAS**, Deputy Town Attorney Peter Carparelli recommends that Valuation Plus, Inc. be retained to perform these services;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Greenburgh hereby authorizes the Town Attorney to retain Valuation Plus, Inc. to timely perform a preliminary valuation and assessment analysis for each of the following properties at a cost not to exceed the amounts shown:

<u>Property Owner</u>	<u>Address</u>	<u>Amount</u>
529 Central Park Assoc.	529 Central Park Ave.	\$3,175
WNC Tarrytown Corp.	480 White Plains Rd.	\$3,700

**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

**AT 4 - 6/11/14**

Resolution authorizing settlement of property damage related Claim File No.: 132/14C,  
by Regina Rosenstein & Herbert Rosenstein, for an amount not to exceed \$100

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**Attachments**

**TB 2014 0611 AT-4 reso Settle Regina & Herbert Rosenstein Prop Damage Claim R 0610**

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**RESOLUTION AUTHORIZING SETTLEMENT OF PROPERTY DAMAGE RELATED CLAIM, FILE NO.: 132/14C, BY REGINA ROSENSTEIN & HERBERT ROSENSTEIN FOR AN AMOUNT NOT TO EXCEED \$100.00**

**WHEREAS**, a claim was brought by Regina Rosenstein and Herbert Rosenstein against the Town of Greenburgh regarding damage sustained to their mailbox on February 21, 2014; and

**WHEREAS**, an investigation has been conducted by the Town regarding the events of the incident on February 21, 2014; and

**WHEREAS**, a settlement has been proposed and recommended whereby the Town of Greenburgh would pay the claimants the sum of One Hundred Dollars and No Cents (\$100.00); and

**WHEREAS**, the Town Board, in consultation with the Town Attorney's Office, has been satisfied that such a proposed settlement is deemed to be just, reasonable and in the interest of the Town of Greenburgh; and

**WHEREAS**, pursuant to its policy of insurance with The Princeton E & S Lines Insurance Company, the Town is obligated to pay a liability self insured retention for claims up to \$75,000.00;

**NOW, THEREFORE, BE IT RESOLVED**, that in the interest of justice:

The Town Board of the Town of Greenburgh hereby authorizes that an offer be made to Regina Rosenstein and Herbert Rosenstein to settle the claim against the Town of Greenburgh regarding property damage sustained to their mailbox on February 21, 2014, for an amount up to One Hundred Dollars and No Cents (\$100.00); and that, upon receipt of a general release from Regina Rosenstein and Herbert Rosenstein in favor of the Town of Greenburgh and its agents, officials, officers, employees and volunteers in a form approved by the Town Attorney, and receipt of a duly executed claim voucher, said claim be settled by the issuance of a check or checks totaling the sum of One Hundred Dollars and No Cents (\$100.00).

**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

**AT 5 - 6/11/14**

Resolution authorizing settlement of property damage related Claim, File No,: 106/14C,  
by Nick & Christine Zambrano, for an amount not to exceed \$296.21

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**Attachments**

TB 2014 0611 AT-5 reso Settle Nick & Christine Zambrano Prop Damage Claim R 0610

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**RESOLUTION AUTHORIZING SETTLEMENT OF PROPERTY DAMAGE RELATED CLAIM, FILE NO.: 106/14C, BY NICK & CHRISTINE ZAMBRANO, FOR AN AMOUNT NOT TO EXCEED \$296.21**

**WHEREAS**, a claim was brought by Nick & Christine Zambrano, against the Town of Greenburgh regarding damage sustained to their residence on March 26, 2014, April 1, 2014 & April 9, 2014; and

**WHEREAS**, an investigation has been conducted by the Town regarding the events of the incident(s) on March 26, 2014, April 1, 2014 & April 9, 2014; and

**WHEREAS**, a settlement has been proposed and recommended whereby the Town of Greenburgh would pay the claimants the sum of Two Hundred Ninety Six Dollars and Twenty One Cents (\$296.21); and

**WHEREAS**, the Town Board, in consultation with the Town Attorney's Office, has been satisfied that such a proposed settlement is deemed to be just, reasonable and in the interest of the Town of Greenburgh; and

**WHEREAS**, pursuant to its policy of insurance with The Princeton E & S Lines Insurance Company, the Town is obligated to pay a liability self insured retention for claims up to \$75,000.00;

**NOW, THEREFORE, BE IT RESOLVED**, that in the interest of justice:

The Town Board of the Town of Greenburgh hereby authorizes that an offer be made to Nick & Christine Zambrano to settle the claim against the Town of Greenburgh regarding the sewage backup incident(s) on March 26, 2014, April 1, 2014 & April 9, 2014, for an amount up to Two Hundred Ninety Six and Twenty One Cents (\$296.21); and that, upon receipt of a general release from Nick & Christine Zambrano in favor of the Town of Greenburgh and its agents, officials, officers, employees and volunteers in a form approved by the Town Attorney, and receipt of a duly executed claim voucher, said claim be settled by the issuance of a check or checks totaling the sum of Two Hundred Ninety Six Dollars and Twenty One Cents (\$296.21).

**Town Board- Regular**

**Meeting Date:** 06/11/2014

---

**Text/Header:**

**AT 6 - 6/11/14**

Resolution authorizing settlement of property damage related Claim File No.:68/14C, by Deborah Anne Hoffman, for an amount not to exceed \$89

---

**Attachments**

**TB 2014 0611 AT-6 reso Settle Deborah Anne Hoffman Prop Damage Claim R 0610**

---

**RESOLUTION AUTHORIZING SETTLEMENT OF PROPERTY DAMAGE  
RELATED CLAIM, FILE NO.:68/14C, BY DEBORAH ANNE HOFFMAN,  
FOR AN AMOUNT NOT TO EXCEED \$89**

**WHEREAS**, a claim was brought by Deborah Anne Hoffman, against the Town of Greenburgh regarding damage sustained to her residence on February 23, 2014; and

**WHEREAS**, an investigation has been conducted by the Town regarding the events of the incident on February 23, 2014; and

**WHEREAS**, a settlement has been proposed and recommended whereby the Town of Greenburgh would pay the claimant the sum of Eighty Nine Dollars and No Cents (\$89.00); and

**WHEREAS**, the Town Board, in consultation with the Town Attorney's Office, has been satisfied that such a proposed settlement is deemed to be just, reasonable and in the interest of the Town of Greenburgh; and

**WHEREAS**, pursuant to its policy of insurance with The Princeton E & S Lines Insurance Company, the Town is obligated to pay a liability self insured retention for claims up to \$75,000.00;

**NOW, THEREFORE, BE IT RESOLVED**, that in the interest of justice:

The Town Board of the Town of Greenburgh hereby authorizes that an offer be made to Deborah Anne Hoffman to settle the claim against the Town of Greenburgh regarding the sewer backup incident on February 23, 2014, for an amount up to Eighty Nine Dollars and No Cents (\$89.00); and that, upon receipt of a general release from Deborah Anne Hoffman in favor of the Town of Greenburgh and its agents, officials, officers, employees and volunteers in a form approved by the Town Attorney, and receipt of a duly executed claim voucher, said claim be settled by the issuance of a check or checks totaling the sum of Eighty Nine Dollars and No Cents (\$89.00).

**Town Board- Regular**

**Meeting Date:** 06/11/2014

---

**Text/Header:**

**AT 7 - 6/11/14**

Resolution authorizing settlement of property damage related Claim, File No.: 99/14C, by Tammy & Tony Neale, for an amount not to exceed \$220

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**Attachments**

TB 2014 0611 AT-7 reso Settle Tammy & Tony Neale Prop Damage Claim R 0610

---

**RESOLUTION AUTHORIZING SETTLEMENT OF PROPERTY DAMAGE  
RELATED CLAIM, FILE NO.: 99/14C, BY TAMMY & TONY NEALE,  
FOR AN AMOUNT NOT TO EXCEED \$220**

**WHEREAS**, a claim was brought by Tammy & Tony Neale, against the Town of Greenburgh regarding damage sustained to their residence on March 5 2014; and

**WHEREAS**, an investigation has been conducted by the Town regarding the events of the incident on March 5, 2014; and

**WHEREAS**, a settlement has been proposed and recommended whereby the Town of Greenburgh would pay the claimants the sum of Two Hundred Twenty Dollars and No Cents (\$220.00); and

**WHEREAS**, the Town Board, in consultation with the Town Attorney's Office, has been satisfied that such a proposed settlement is deemed to be just, reasonable and in the interest of the Town of Greenburgh; and

**WHEREAS**, pursuant to its policy of insurance with The Princeton E & S Lines Insurance Company, the Town is obligated to pay a liability self insured retention for claims up to \$75,000.00;

**NOW, THEREFORE, BE IT RESOLVED**, that in the interest of justice:

The Town Board of the Town of Greenburgh hereby authorizes that an offer be made to Tammy & Tony Neale to settle the claim against the Town of Greenburgh regarding the sewer backup incident on March 5, 2014, for an amount up to Two Hundred Twenty Dollars and No Cents (\$220.00); and that, upon receipt of a general release from Tammy & Tony Neale in favor of the Town of Greenburgh and its agents, officials, officers, employees and volunteers in a form approved by the Town Attorney, and receipt of a duly executed claim voucher, said claim be settled by the issuance of a check or checks totaling the sum of Two Hundred Twenty Dollars and No Cents (\$220.00).

**Town Board- Regular**

**Meeting Date:** 06/11/2014

---

**Text/Header:**

**AT 8 - 6/11/14**

Resolution authorizing settlement of property damage Claim File No.: 158/14C, by Ruth Alterman, for an amount not to exceed \$1,799.26

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**Attachments**

**TB 2014 0611 AT-8 reso Settle Ruth Alterman Prop Damage Claim R 0610**

---

**RESOLUTION AUTHORIZING SETTLEMENT OF PROPERTY DAMAGE  
RELATED CLAIM, FILE NO.: 158/14C, BY RUTH ALTERMAN,  
FOR AN AMOUNT NOT TO EXCEED \$1,799.26**

**WHEREAS**, a claim was brought by Ruth Alterman, against the Town of Greenburgh regarding damage sustained to his motor vehicle on May 14, 2014; and

**WHEREAS**, an investigation has been conducted by the Town regarding the events of the incident on May 14, 2014; and

**WHEREAS**, a settlement has been proposed and recommended whereby the Town of Greenburgh would pay the claimant the sum of One Thousand Seven Hundred and Ninety Nine Dollars and Twenty Six Cents (\$1,799.26); and

**WHEREAS**, the Town Board, in consultation with the Town Attorney's Office, has been satisfied that such a proposed settlement is deemed to be just, reasonable and in the interest of the Town of Greenburgh; and

**WHEREAS**, pursuant to its policy of insurance with The Princeton E & S Lines Insurance Company, the Town is obligated to pay a liability self insured retention for claims up to \$75,000.00;

**NOW, THEREFORE, BE IT RESOLVED**, that in the interest of justice:

The Town Board of the Town of Greenburgh hereby authorizes that an offer be made to Ruth Alterman to settle the claim against the Town of Greenburgh regarding a motor vehicle accident on May 14, 2014, for an amount up to One Thousand Seven Hundred and Ninety Nine Dollars and Twenty Six Cents; and that, upon receipt of a general release from Ruth Alterman in favor of the Town of Greenburgh and its agents, officials, officers, employees and volunteers in a form approved by the Town Attorney, and receipt of a duly executed claim voucher, said claim be settled by the issuance of a check or checks totaling the sum of One Thousand Seven Hundred and Ninety Nine Dollars and Twenty Six Cents (\$1,799.26).

**Town Board- Regular**

**Meeting Date:** 06/11/2014

---

**Text/Header:**

**AT 9 - 6/11/14**

Resolution authorizing settlement of property damage related Claim File No.: 134/14C, by Ameriprise Auto & Home Insurance Company a/s/o Valerie Muirhead & Desmond Graham, for an amount not to exceed \$1,046.28

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**Attachments**

TB 2014 0611 AT-9 reso Settle Ameriprise Ins. aso Valerie Muirhead & Desmond Graham Prop Damage Claim R 0610

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**RESOLUTION AUTHORIZING SETTLEMENT OF PROPERTY DAMAGE RELATED CLAIM, FILE NO.: 134/14C, BY AMERIPRISE AUTO & HOME INSURANCE COMPANY A/S/O VALERIE MUIRHEAD & DESMOND GRAHAM, FOR AN AMOUNT NOT TO EXCEED \$1,046.28**

**WHEREAS**, a claim was brought by Ameriprise Auto & Home Insurance Company a/s/o Valerie Muirhead & Desmond Graham, against the Town of Greenburgh regarding damage sustained to their insured's' motor vehicle on March 5, 2014; and

**WHEREAS**, an investigation has been conducted by the Town regarding the events of the incident on March 5, 2014; and

**WHEREAS**, a settlement has been proposed and recommended whereby the Town of Greenburgh would pay claimants the sum of One Thousand Forty Six Dollars and Twenty Eight Cents (\$1,046.28); and

**WHEREAS**, the Town Board, in consultation with the Town Attorney's Office, has been satisfied that such a proposed settlement is deemed to be just, reasonable and in the interest of the Town of Greenburgh; and

**WHEREAS**, pursuant to its policy of insurance with The Princeton E & S Lines Insurance Company, the Town is obligated to pay a liability self insured retention for claims up to \$75,000.00;

**NOW, THEREFORE, BE IT RESOLVED**, that in the interest of justice:

The Town Board of the Town of Greenburgh hereby authorizes that an offer be made to Ameriprise Auto & Home Insurance Company a/s/o Valerie Muirhead & Desmond Graham to settle the claim against the Town of Greenburgh regarding the motor vehicle incident on March 5, 2014, for an amount up to One Thousand Forty Six Dollars and Twenty Eight Cents (\$1,046.28); and that, upon receipt of a general release from Ameriprise Auto & Home Insurance Company a/s/o Valerie Muirhead & Desmond Graham in favor of the Town of Greenburgh and its agents, officials, officers, employees and volunteers in a form approved by the Town Attorney, and receipt of a duly executed claim voucher, said claim be settled by the issuance of a check or checks totaling the sum of One Thousand Forty Six Dollars and Twenty Eight Cents (\$1,046.28).

**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

**CL 1 - 6/11/14**

Resolution authorizing closing of Carlton Street to Florence Avenue, Florence Avenue to Manhattan Avenue, Manhattan Avenue to Oak Street, Oak Street to Maple Street, Maple Street to Old Tarrytown Road on Saturday, June 28, 2014, from 9:30 AM until 2:30 PM, for The Greater New Zion FBJ Church to hold a Youth Rally

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**Attachments**

TB 2014 0611 CL-1 reso Auth Multiple Street Closings for Greater New Zion FBH Church Youth Rally R  
0610

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**RESOLUTION AUTHORIZING CLOSING OF CARLTON STREET TO FLORENCE AVENUE, FLORENCE AVENUE TO MANHATTAN AVENUE, MANHATTAN AVENUE TO OAK STREET, OAK STREET TO MAPLE STREET, MAPLE STREET TO OLD TARRYTOWN ROAD, ON SATURDAY, JUNE 28, 2014, FROM 9:30 AM UNTIL 2:30 PM, FOR THE GREATER NEW ZION FBJ CHURCH TO HOLD A YOUTH RALLY**

**WHEREAS**, the Greater New Zion FBJ Church is requesting permission for a street closing for the purpose of a “Youth Rally;”

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Greenburgh hereby authorizes closing of Carlton Street to Florence Avenue, Florence Avenue to Manhattan Avenue, Manhattan Avenue to Oak Street, Oak Street to Maple Street, Maple Street to Old Tarrytown Road on Saturday, June 28, 2014, from 9:30 AM until 2:30 PM, for a “Youth Rally,” provided the organizer(s) of the event agree to and comply with standard conditions as specified in the approval letter accompanying an adopted copy of this resolution that is forwarded by the Town Clerk to the event organizer(s), as well as comply with any site-specific safety-related conditions imposed by the Fire Chief having jurisdiction or the Chief of Police.

**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

**CD 1 – 6/11/14**

Resolution (1) declaring Lead Agency under the State Environmental Quality Review Act for the review of an Amended Site Plan and all related actions by BMR Landmark at Eastview, and (2) referring the application to the Planning Board for a report and recommendation pursuant to Section 285-58D(3) of the Zoning Ordinance for the property located at 765-777 Old Saw Mill (as designated on the Tax Map of the Town of Greenburgh as Parcel ID: 7.71-6-2)

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**Attachments**

**TB 2014 0611 CD-1 reso Auth SEQRA Lead Agency and referral re BMR Landmwork at Eastview R 0610**

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**RESOLUTION (1) DECLARING LEAD AGENCY UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) FOR THE REVIEW OF AN AMENDED SITE PLAN AND ALL RELATED ACTIONS BY BMR LANDMARK AT EASTVIEW, AND (2) REFERRING THE APPLICATION TO THE PLANNING BOARD FOR A REPORT AND RECOMMENDATION PURSUANT TO SECTION 285-58D(3) OF THE ZONING ORDINANCE FOR THE PROPERTY LOCATED AT 765-777 OLD SAW MILL, DESIGNATED ON THE TAX MAP OF THE TOWN OF GREENBURGH AS PARCEL ID: 7.71-6-2**

**WHEREAS**, on April 23, 2013, the Town Board received an Application from Keane and Beane P.C. on behalf of BMR Landmark at Eastview, LLC. (“Applicant”) for an amended site plan (Town Board jurisdiction), Planning Board wetland/watercourse & steep slope permit application and variances from the Zoning Board of Appeals, affecting real property known and designated on the Tax Assessment Map of the Town as Parcel ID: 7.71-6-2, and situated on the south side of Old Saw Mill River Road approximately 500 ft. from the intersection of Saw Mill River Road (NYS Rt. 9A) and Old Saw Mill River Road; and

**WHEREAS**, the property consists of approximately 2,859,367 sq. ft. (65.6 acres) and is located in the Office Building (OB) District and M-6 Multifamily Residence District; and

**WHEREAS**, the Applicant is proposing construction of a new four (4) story 128,564 sq. ft. building, off-street parking, landscaping and related amenities; and

**WHEREAS**, the Application contains a full Environmental Assessment Form (the “EAF”); prepared by John Myer Consulting (dated 04/17/14) together with supplemental information, including traffic study and stormwater pollution plan; and

**WHEREAS**, pursuant to Section 617.6(a)(1) of the regulations of the State Environmental Quality Review Act (“SEQRA”), as soon as an agency receives an application for funding or approval of an action, it must, among other things, make a preliminary classification of the action under SEQRA; and

**WHEREAS**, under SEQRA, the actions directly and indirectly proposed by the Application are classified as local “Type I”; and

**WHEREAS**, pursuant to Section 617.6(b)(3) of the SEQRA regulations, when an agency proposes to fund or approve a local Type I action, it must, as soon as possible, transmit Part 1 of the EAF and a copy of any application it has received to all potentially involved agencies and notify them that a lead agency must be agreed upon within 30 calendar days of the date the EAF and application is transmitted to them; and

**WHEREAS**, Section 285-58D(3) of the Zoning Ordinance requires that the Town Board refer proposed amended site plan applications to the Planning Board for a report and recommendation before a public hearing is held on the site application by the Town Board;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Greenburgh hereby:

1. declares its intent to be Lead Agency under SEQRA for the review of the Application filed by BMR Landmark at Eastview, LLC. for an amended site plan (Town Board jurisdiction), wetland/watercourse and Planning Board steep slope permit, and area variances (Zoning Board of Appeals jurisdiction); and
2. determines that the actions proposed directly and indirectly by the Application from BMR Landmark at Eastview, LLC. constitute a local "Type I" action for purposes of review under SEQRA, and authorizes and directs the circulation of the Application and EAF among all potentially involved agencies together with a notice indicating the Town Board's intention to be lead agency, and advising the agencies that unless written objection to such designation is received by the Town Board within 30 days after the date that the Application and EAF are transmitted to them, the Town Board will become lead agency for review of the Application and all related actions under SEQRA; and
3. refers the Application to the Planning Board for the Planning Board's report and recommendation in accordance with the requirements of Section 285-58D(3) of the Zoning Ordinance of the Town of Greenburgh.

**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

**CO 1 - 6/11/14**

Resolution approving a Budget Amendment to the Town Entire Fund for Fiscal Year 2013 to increase the appropriation for tax deferred and uncollected allowance and increase the appropriation of Fund Balance

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**Attachments**

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**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

**CO 2 - 6/11/14**

Resolution approving a Budget Amendment to the Town Outside Village Fund for Fiscal Year 2014 to increase the appropriation for Cable Equipment and increase the appropriation of Peg Fund Balance

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**Attachments**

TB 2014 0611 CO-2 reso Amend the 2014 Budget-B Fund re PEG Equipment R 0610

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**RESOLUTION APPROVING A BUDGET AMENDMENT TO THE TOWN  
OUTSIDE VILLAGE FUND FOR FISCAL YEAR 2014 TO INCREASE THE  
APPROPRIATION FOR CABLE EQUIPMENT AND INCREASE THE  
APPROPRIATION OF PEG FUND BALANCE**

**WHEREAS**, the Town is obligated by general municipal law to maintain a balanced budget in the Governmental Funds and the Proprietary Funds; and

**WHEREAS**, the Town Board of the Town of Greenburgh adopted the 2014 Operating Budget on December 20, 2013; and

**WHEREAS**, subsequent to the adoption of the 2014 Operating Budget, the Town Board determined that an additional appropriation of PEG proceeds was required to upgrade the Town's broadcasting capabilities;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Greenburgh hereby amends the 2014 Town Outside Villages Operating Budget by increasing the appropriation for cable equipment on line B.1411.250.0 by 32,000 and increasing the appropriation of PEG fund balance on line B.59.5999.08 by \$32,000.

**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

**CO 3 - 6/11/14**

Resolution approving an amendment to the 2004 Capital Budget

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**Attachments**

TB 2014 0611 CO-3 reso Amend 2004 Capital Budget R 0610

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**RESOLUTION APPROVING AN AMENDMENT  
TO THE 2004 CAPITAL BUDGET**

**WHEREAS**, the Town is obligated by New York State Finance Law to maintain a balanced budget in the Capital Projects Fund; and

**WHEREAS**, it was determined that capital project H.0104.040.4 had exceeded the amount authorized for said capital project;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Greenburgh hereby amends the 2004 Capital Budget by increasing the amount authorized for capital project H.0104.040.4 by 39,000, increasing the Transfer From Town Outside Villages Fund by \$39,000 on line H.28.5031.02, increasing the Transfer to the Capital Projects Fund by \$39,000 on line B.9901.907.0 and increasing the appropriation of fund balance by \$39,000 on line B.59.5999.00.

**Town Board- Regular**

**Meeting Date:** 06/11/2014

---

**Text/Header:**

**PR 1 - 6/11/14**

Resolution authorizing the execution of a \$15,904 grant agreement between the Town of Greenburgh and the County of Westchester for transporting seniors

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**Attachments**

TB 2014 0611 PR-1 reso Auth Title III-B Grant Agreement for Senior Transportation R 0610

TB 2014 0611 PR-1 data Title III-B Grant Agreement for Senior Transportation

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**RESOLUTION AUTHORIZING THE EXECUTION OF A \$15,904 GRANT AGREEMENT BETWEEN THE TOWN OF GREENBURGH AND THE COUNTY OF WESTCHESTER FOR TRANSPORTING SENIORS**

**WHEREAS**, the Town of Greenburgh agrees to provide transportation to eligible Greenburgh senior citizens between January 1, 2014 and December 31, 2014; and

**WHEREAS**, the County of Westchester agrees to provide \$15,904 of its Title III-B Transportation Program funds to the Town for providing transportation for its senior citizens; and

**WHEREAS**, there are matching funds in the amount of \$11,052 needed to obtain this grant;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Greenburgh hereby authorizes the execution of the attached \$15,904.00 grant agreement between the Town of Greenburgh and the County of Westchester, subject to Town Attorney approval as to form, for the period January 1, 2014 through December 31, 2014, to provide transportation for senior citizens in the Town of Greenburgh using \$15,904.00 from the County of Westchester's Title III-B Transportation Program funds and that this grant will be deposited in the CN fund.



Robert P. Astorino, Westchester County Executive

Mae Carpenter, Commissioner  
Department of Senior Programs and Services

April 16, 2014

Lynda Maranino  
Nutrition Program Coordinator  
Town of Greenburgh  
11 Olympic Lane  
Ardsley, NY 10502

**RE: Title III-B Transportation Services Contract, PY 2014**

Dear Ms. Maranino:

Enclosed is one blank copy of the Transportation Services contract under Title III-B of the Older Americans Act for services to be provided by the Town of Greenburgh. This contract when executed will extend the term of the original executed agreement for the program year January 1, 2013 through December 31, 2013 to January 1, 2014 through December 31, 2014. Federal funding for the program will be in an amount not to exceed \$15,904, with a Contractor match of \$11,052.

Please be aware that the Department may reduce the amount payable to its contractors if the New York State Office for the Aging reduces the Department's Federal and/or State funding, in which case you will be notified. Reimbursement will be made for actual services provided and entered in the Social Assistance Management System (SAMS).

Please complete the sections of the contract as follows:

**AGREEMENT:**

Fill in all relevant information in the spaces provided on pages 1, 2, 3, the Contractor's Acknowledgement and the Certificate of Authority and make a copy. Make sure that where signatures are required on both copies that they are original and in **BLUE INK** only. **Return two (2) originally signed agreements.**

**SCHEDULE B-1:**

Fill in the relevant information on each page, making sure that where signatures are required that they are original and in **(BLUE INK)** only. **Return one (1) originally signed Schedule B.**

**FIRST AMENDMENT** made this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_ by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601

(hereinafter referred to as the "County")

and

Town of GREENBURGH  
a corporation organized under the laws of the State of New York, having an office and principal place of business at \_\_\_\_\_

177 Hillside Ave, White Plains NY 10607

(hereinafter referred to as the "Contractor")

**WITNESSETH:**

**WHEREAS**, the County has been awarded a grant by the New York State Office for the Aging pursuant to Title III-B of the Older Americans Act to provide Nutrition Site Transportation and Supportive Services Transportation to elderly residents of the County; and

**WHEREAS**, the County and the Contractor entered into an agreement whereby the Contractor agreed to perform said services pursuant to Title III-B of the Older Americans Act for the period commencing on January 1, 2013 and terminating on December 31, 2013, with an option for the County to renew the agreement with the Contractor for up to five additional one-year periods (the "Agreement"); and

**WHEREAS**, the County and the Contractor desire to enter into this First Amendment to exercise the first of the five options to renew, to incorporate requirements of the New York State Office for the Aging ("NSOFA") regarding its revised Equal Access and Targeting Policy (12-PI-08), and to update the Recipient Characteristics Definitions set forth in Schedule "A" of the Agreement.

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

1. The Agreement shall be extended for an additional one-year period commencing on January 1, 2014 and terminating on December 31, 2014.

2. The dollar amount payable to the Contractor during the term of this First Amendment shall be an amount not to exceed \$ 15,904 as detailed in Schedule B-1, attached hereto and made a part hereof, and replaces the Schedule B in the original Agreement.

3. The Agreement shall be further amended to add certain provisions required by NYSOFA in its revised Equal Access and Targeting Policy (12-PI-08) concerning equal access to services, non-discrimination and concentration of services on target populations as more fully set forth in Appendix "A", attached hereto and made a part hereof. As a material element of the Agreement, as hereby amended, the Contractor agrees to comply with all of the provision set forth in Appendix "A."

4. The Agreement shall be further amended to delete in its entirety the 2013 Recipient Characteristics Definitions contained in Schedule "A", page 6 of the Agreement and replacing them with the 2014 Recipient Characteristics Definitions attached hereto and made a part hereof as Appendix "B".

5. Except as otherwise provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment in duplicate.

**THE COUNTY OF WESTCHESTER**

By \_\_\_\_\_  
Mae Carpenter, Commissioner  
Department of Senior Programs and Services

**CONTRACTOR:**

PF

By \_\_\_\_\_  
(Signature)  
Paul Feiner  
(Print Name)  
Supervisor  
(Title)

Approved by the Westchester County Board of Legislators pursuant to Act No. 148 – 2013.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 27<sup>th</sup> day of March, 2014.

Approved as to form and manner of execution:

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

**ACKNOWLEDGMENT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Paul Feiner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

(MP)

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgement

**CERTIFICATE OF AUTHORITY**

I, Judith A. Beville  
(Officer other than officer signing contract)

certify that I am the Town Clerk of  
the Town of Greenburgh (Title)  
(the "Corporation")

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

Paul Feiner  
(Person executing agreement)

who signed said agreement on behalf of the Corporation was, at the time of execution

Town Supervisor  
(Title of such person)

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

JB

(Signature)

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2014 before me, the undersigned, a  
Notary Public in and for said State, personally appeared \_\_\_\_\_, personally  
known to me or proved to me on the basis of satisfactory evidence to be the individual whose name  
is subscribed to the within instrument and acknowledged to me that he/she executed the same in  
his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon  
behalf of which the individual acted, executed the instrument; and, acknowledged if operating under  
any trade name, that the certificate required by the New York State General Business Law Section  
130 has been filed as required therein.

MAP

Signature and Office of individual  
taking acknowledgement

## APPENDIX "A"

### STANDARD TERMS AND CONDITIONS FOR AGING PROGRAMS AND SERVICE CONTRACTS

1) Statutes, Regulations, and Policies: The Contractor agrees that all its activities under this Contract shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging ("NYSOFA") that apply to such activities, including, but not limited to:

Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)  
Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])  
Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)  
Older Americans Act  
Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)  
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)  
Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)  
Equal Access to Services and Targeting Policy (12-PI-08)  
Elder Law

2) Targeting: The Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging ("AAA") for providing services to the above groups within the Planning and Service Area. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

3) Language Access: The Contractor shall inform persons with limited English proficiency ("LEP") of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP 3 persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

4) Conformance with AAA Area Plan: To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the Contractor.

5) The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

## APPENDIX "B"

### WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES 2014 PROGRAM YEAR

#### RECIPIENT CHARACTERISTIC DEFINITIONS

1. DISABLED: "Any person who has a physical or mental impairment, which substantially limits one or more major life activities, has a record of such impairment or is regarded as having such impairment. This includes alcoholism and drug addiction."
2. LOW INCOME: "Any person whose income is at 150% of current poverty income guideline."
3. POVERTY INCOME GUIDELINES: Listed below are the 2014 Poverty Income Guidelines for your information.

<u>SIZE OF FAMILY</u>	<u>POVERTY INCOME GUIDELINES</u>	
	<u>100 %</u>	<u>150 %</u>
1	\$ 11,670	\$ 17,505
2	15,730	23,595
3	19,790	29,685
4	23,850	35,775

For each additional family member at 100%, add \$4,060

For each additional family member at 150%, add \$6,090.

(Source: Update of the HHS Poverty Guidelines --NY State Department of Health and Human Services, Federal Register/ Vol. 79, No.14/Wednesday, January 22, 2014)

4. AT RISK: "Those 60+ individuals who are at greatest risk of institutionalization and/or who indicate the greatest social or economic need."
5. FRAIL: "Generally refers to those elderly persons 75 or older."
6. LIVE ALONE: "Anyone who does not have other persons living in their household."
7. VETERANS: "Any person who has served in the armed forces."

**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

**PR 2 - 6/11/14**

Resolution authorizing the release of Trust and Agency Parkland Funds for the development of a Splash Pad at Massaro Park

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**Attachments**

TB 2014 0611 PR-2 reso Release Parkland Funds for Massaro Park Splash Pad R 0610

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**RESOLUTION AUTHORIZING THE RELEASE OF TRUST  
AND AGENCY PARKLAND FUNDS FOR THE DEVELOPMENT  
OF A SPLASH PAD AT MASSARO PARK**

**WHEREAS**, the Department of Parks and Recreation requests Town Board authorization to use \$325,000.00 from the Trust and Agency Parkland Fund (PN.039.00) for the development of a splash pad at Massaro Park; and

**WHEREAS**, as required by Town Law to release Trust and Agency Parkland Funds, the Town Board must first receive recommendations from the Greenburgh Parks and Recreation Advisory Board and the Greenburgh Planning Board before considering whether to release these funds; and

**WHEREAS**, at the April 2, 2014 meeting, and amended at the June 4<sup>th</sup>, 2014 meeting, the Greenburgh Parks and Recreation Advisory Board passed a resolution recommending that the Town Board release \$325,000.00 from PN.039.00 for the development of a splash pad at Massaro Park; and

**WHEREAS**, at the May 21, 2014 the Greenburgh Planning Board meeting, the Planning Board approved a recommendation that the Town Board release \$325,000.00 from PN.039.00 for the development of a splash pad at Massaro Park; and

**WHEREAS**, if funding is approved for the development of a splash pad at Massaro Park, the Department of Parks and Recreation requests authorization to go to bid;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Greenburgh, based on the recommendation of the Greenburgh Parks and Recreation Advisory Board, the Greenburgh Planning Board and its own evaluation of the merits of the request, hereby authorizes the Comptroller to release \$325,000.00 from PN.039.00 for the development of a splash pad at Massaro Park; and

**BE IT FURTHER RESOLVED**, that the Town Board of the Town of Greenburgh hereby authorizes the Commissioner of Parks and Recreation to bid for the purchase and installation of a splash pad at Massaro Park with Trust and Agency Parkland Fund (PN.039.00).

**Town Board- Regular**

**Meeting Date:** 06/11/2014

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**Text/Header:**

**PO 1 - 6/11/14**

Resolution authorizing the Supervisor to execute a Prisoner Transport Agreement with Westchester County

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**Attachments**

TB 2014 0611 PO-1 reso Auth Prisoner Transport West County 2014-15 R 0610

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**RESOLUTION AUTHORIZING THE TOWN SUPERVISOR TO EXECUTE  
A PRISONER TRANSPORTATION REIMBURSEMENT AGREEMENT  
WITH WESTCHESTER COUNTY**

**WHEREAS**, the Westchester County Department of Correction houses prisoners that must be transported to and from the Town of Greenburgh Justice Court in connection with the adjudication of matters before the court; and

**WHEREAS**, the Town is willing to provide such round-trip prisoner transportation and the County of Westchester seeks to have the Town provide such services;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Greenburgh hereby authorizes the Town Supervisor to execute the attached agreement, subject to the approval of the Town Attorney as to form, with Westchester County for reimbursement of costs incurred by the Greenburgh Police Department when transporting prisoners on behalf of Westchester County to and from the local court for the period commencing January 1, 2014 through December 31, 2015, in accordance with the following rate schedule:

Eight (8) or fewer prisoners

January 1 <sup>st</sup> , 2014 – December 31 <sup>st</sup> , 2014:	\$226.70
January 1 <sup>st</sup> , 2015 – December 31 <sup>st</sup> , 2015:	\$233.50

More than eight (8) prisoners

January 1 <sup>st</sup> , 2014 – December 31 <sup>st</sup> , 2014:	\$340.55
January 1 <sup>st</sup> , 2015 – December 31 <sup>st</sup> , 2015:	\$350.77

**AND, BE IT FURTHER RESOLVED**, in 2014 when inordinate delays in the processing of prisoners by the Department of Correction results in a round trip exceeding two (2) hours in duration, that the agreement provides reimbursement to the Town at the rate of \$97.30 per hour per police officer for each round trip and for the actual cost of meals provided to post-arraignment prisoners; and

**BE IT FURTHER RESOLVED**, in 2015 when inordinate delays in the processing of prisoners by the Department of Correction results in a round trip exceeding two (2) hours in duration, that the agreement provides reimbursement to the Town at the rate of \$100.22 per hour per police officer for each round trip and for the actual cost of meals provided to post-arraignment prisoners; and

**BE IT FURTHER RESOLVED**, the Greenburgh Police Department shall continue to provide such transport services during 2014 provided the County-imposed 2014 maximum reimbursement amount of Eighty Five Thousand Sixty-Seven Dollars (\$85,067) has not been exceeded; and

**BE IT FURTHER RESOLVED**, the Greenburgh Police Department shall continue to provide such transport services during 2015 provided the County-imposed 2015 maximum reimbursement amount of Eighty Seven Thousand Six Hundred Nineteen dollars (\$87,619) has not been exceeded.