SARAH BAUER
MAYOR

DANA POST
BRIGID BRENNAN
PETER FANELLI
TERENCE PARÉ
TRUSTEES

AYLONE KATZIN
VILLAGE ADMINISTRATOR

VILLAGE OF LARCHMONT
120 LARCHMONT AVENUE
LARCHMONT, NY 10538

914-834-6230
WWW.LARCHMONTNY.GOV

Village Board of Trustees Meeting

Monday, October 20, 2025 – 7:30 PM
Village Hall Courtroom
120 Larchmont Avenue, Larchmont, NY 10538

The Board will convene at 5:30 PM in a Work Session in the Second Floor Conference Room. All meetings are recorded and broadcast on LMC-TV, Channel 76 (Cablevision) or Channel 35 (Verizon). If you have a disability and require a reasonable accommodation to fully participate in this meeting, please contact the Village Clerk's office via email at villageclerk@larchmontny.gov or telephone 914-834-6230 to discuss your accessibility needs.

Roll Call

Pledge of Allegiance

Mayor's Comments

Public Hearings

- Application for renewal of a Special Permit for Locals 10538, located at 2128 Boston Post Road

Administrator's Report

Village Attorney's Report

Village Treasurer's Report

Police Chief's Report

Fire Chief's Report

Trustees' Comments

Agenda Items

- Scheduling a Public Hearing regarding a Proposed Local Law Establishing a Moratorium prohibiting the Review and Approval of Applications and Issuance of Permits for Convenience Stores
- Authorizing an Agreement with Voltpost
- Authorizing an Agreement with National Solar Technologies to Install Solar Panels at the Larchmont Public Library
- Authorizing the Write-Off of Outstanding Payroll and Operating Account Checks
- Submitting an Application for a State and Local Cybersecurity Grant Program
- Authorizing an Intermunicipal Agreement with Westchester County for Use of Firing Range
- Authorizing Extension of an Agreement with Russell Birdwell

Resolutions set at previous Work Session(s):

- September 29:
  - Approval of purchase of a storage shed to be located at Flint Park Field A & B.
  - Approval of an upgrade to internet service to the Village of Larchmont
  - Authorize the Village Administrator and Village Attorney to execute a Grant Disbursement Agreement with the Dormitory Authority of the State of New York
  - Appoint Joseph Venitucci as Enforcement Official pursuant to Village Code Section 334-4 of the Larchmont Village Code
- October 06:
  - Allowance of Portable Lights to be used at Alma Field for Larchmont-Mamaroneck Football Club
  - Approval of Purchase of Big Belly Trash Cans, subject to sufficient funding
  - Approval of Memorandum of Understanding with Larchmont Junior Soccer League regarding Donated Funds for Flint Park Improvements
  - Authorize the Village Administrator to Execute a Sponsorship Agreement with Anna & Jack's Treehouse

Public Comments

Approval of Minutes

- Regular Meetings: 9/29
- Work Sessions: Pending
- Special Meetings: 9/18

Approval of Bills

Motion to Adjourn

VILLAGE OF LARCHMONT
OFFICE OF THE
VILLAGE CLERK

Village of Larchmont
120 Larchmont Avenue
Larchmont N.Y. 10538
(914) 834-6230 Ext. 1
villageclerk@larchmontny.gov

NOTICE

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Larchmont will hold a Public Hearing on Monday, October 20, 2025, at 7:30 PM.

The purpose of this Public Hearing is to review and take comment on the application for renewal of a Special Permit for Locals 10538, located at 2128 Boston Post Road.

BY ORDER. OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF LARCHMONT N.Y.
Jamie Silver, Deputy Village Clerk

Dated: Larchmont, NY
October 10, 2025

RESOLUTION RE: **SCHEDULING A PUBLIC HEARING REGARDING A PROPOSED LOCAL LAW ESTABLISHING A MORATORIUM PROHIBITING THE REVIEW AND APPROVAL OF APPLICATIONS AND ISSUANCE OF PERMITS FOR CONVENIENCE STORES**

RESOLVED, that a Public Hearing is hereby scheduled by the Board of Trustees of the Village of Larchmont to be held in the Courtroom, Village Hall, 120 Larchmont Avenue on Monday, November 17, 2025, at 7:30 PM to review and take comment on a proposed local law establishing a moratorium prohibiting the review and approval of applications and issuance of permits for convenience stores; and be it further

RESOLVED, that the Deputy Village Clerk is hereby directed to advertise said Public Hearing.

Submitted by: Village Administrator
Date: October 16, 2025
For: October 20, 2025

VILLAGE OF LARCHMONT
OFFICE OF THE
VILLAGE CLERK

Village of Larchmont
120 Larchmont Avenue
Larchmont N.Y. 10538
(914) 834-6230 Ext. 1
villageclerk@larchmontny.gov

NOTICE

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Larchmont will hold a Public Hearing on Monday, November 17, 2025, at 7:30 PM.

The purpose of this Public Hearing is to review and take comment on a proposed local law establishing a six (6) month moratorium prohibiting the review and approval of applications and issuance of permits for convenience stores in the Village of Larchmont.

BY ORDER. OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF LARCHMONT N.Y.
Jamie Silver, Deputy Village Clerk

Dated: Larchmont, NY
October 20, 2025

DRAFT

VILLAGE OF LARCHMONT

BOARD OF TRUSTEES

LOCAL LAW NO. ___- 2025

A LOCAL LAW ESTABLISHING A SIX (6) MONTH MORATORIUM PROHIBITING THE REVIEW AND APPROVAL OF APPLICATIONS AND ISSUANCE OF PERMITS FOR CONVENIENCE STORES IN THE VILLAGE OF LARCHMONT

Be it enacted by the Board of Trustees of the Village of Larchmont as follows:

Section 1: Purpose.

The purpose of this local law is to protect the public health, safety and welfare of the residents of the Village of Larchmont ("the Village") and to maintain the status quo by temporarily suspending the processing of land use approvals and permits as provided herein and to further suspend the rights of landowners and their designees to obtain development approvals and permits as identified below for a period of six months from the date of the adoption of this local law while the Village Board of Trustees ("Board of Trustees") studies, analyzes and determines potential appropriate revisions and amendments to the Village Code regarding Convenience Stores (as defined below). This law shall not be construed to imply that Convenience Stores are currently permitted in Zoning Districts within the Village of Larchmont.

Section 2: Definitions.

CONVENIENCE STORE

The use commonly referred to as "convenience stores" such as 7-11's or the stores some communities permit to be coupled with gas stations. Without limiting the generality of the foregoing, convenience stores typically stock a range of everyday items such as groceries, snacks, cleaning items, tobacco products, and beverages. The provisions of this Local Law shall apply regardless of whether the use described above is a principal use, or rather is accessory or incidental to a different principal use.

Section 3: Legislative findings.

This ordinance is adopted to impose a six-month moratorium on the issuance of permits and/or approvals for Convenience Stores.

The Village of Larchmont recognizes that appropriately regulated Convenience Stores may provide a desirable service to the Village. However, the Village Board is concerned about the potential proliferation of Convenience Stores in the Village without clarity as to whether and where they might be permitted, and without appropriate regulation and controls. Among those concerns

are the permitted hours of operation, noise, traffic and parking impacts, as well as issues related to age-restricted items that are commonly sold in Convenience Stores.

Therefore, the Board of Trustees, Planning Board, Zoning Board of Appeals, Board of Architectural Review, and Building Official(s) need additional information with respect to the proliferation and regulation of Convenience Stores.

In short, the Village is concerned about the potential detrimental effects of Convenience Stores on the health, safety, welfare and quality of life of the residents and citizens of the Village of Larchmont. Given these concerns and the current lack of relevant data and information with respect to these issues, it is necessary for the Board of Trustees to enact a six (6) month limited moratorium prohibiting the review and approval of applications and issuance of permits for Convenience Stores in the Village of Larchmont while these issues are further considered, and the Village Code is adequately revised to address any outstanding concerns.

Section 4: Moratorium.

Pursuant to the statutory authority vested in the Village to regulate and control land use and to protect the health, safety and welfare of its residents, the Board of Trustees hereby declares a six (6) month moratorium on the review and approval of new as of yet unfiled and any and all pending applications for any and all land use approvals, including site plan approvals, subdivision plats, building permits, special use permits, variances architectural approvals and zoning law interpretations (hereinafter "Land Use Approvals") for all Convenience Stores within the Village and for the use of any property in the Village to locate or operate a Convenience Store. During the period of this local law:

1. The Planning Board shall not accept any application, grant any approval to, review, or continue the review of a subdivision plat, site plan, special use permit or other permit that includes the permitting, construction and/or development of a Convenience Store within the Village or for the use of any property in the Village to locate or operate a Convenience Store.

2. The Zoning Board of Appeals shall not accept any application or grant any approval to review, or continue the review of any application for a variance, zoning law interpretation, appeal, special permit, or other permit that would have as a result the permitting, construction or development of a location or use of a Convenience Store within the Village.

3. The Board of Trustees shall not accept any application or grant any approval for a variance, zoning law interpretation, appeal, special permit, or other permit that would have as a result the permitting, construction and development of a location or use of a Convenience Store within the Village.

4. The Building Department, Building Official(s) and Code Enforcement Officer(s) shall not accept any building permit application or grant any building permit for or related to a Convenience Store within the Village.

5. Projects currently under construction under valid building permits and projects that have received final approvals and full building permits are not subject to this moratorium.

Section 5: Term.

The moratorium imposed by this Local Law shall be effective six (6) months from the effective date of this Local Law.

Section 6: Hardship variance

A. Should any owner of property (including any party with a legal interest in the property, e.g., a tenant) in the Village of Larchmont affected by this Local Law suffer any unnecessary and extraordinary hardship due to the enactment and application of this Local Law, then the owner of said property may apply to the Board of Trustees in writing for a variance from strict compliance with this Local Law upon submission of proof of such unnecessary or extraordinary hardship. For the purposes of this Local Law, unnecessary or extraordinary hardship shall not be considered:

1. the mere concern that regulations may be changed or adopted, or that the Village`s Code may be amended; or

2. the mere delay in being permitted to make an application or waiting for a decision on the application for a variance, interpretation, special permit, site plan, subdivision, or other permit or use during the period of the moratorium imposed by this Local Law.

3. impacts that are substantially the same as impacts commonly affecting similarly situated property owners.

B. An application for a variance based upon unnecessary or extraordinary hardship shall be filed with the Village Clerk no earlier than the effective date of this Local Law, including a fee of Five Hundred and 00/100 ($500.00) Dollars for each tax map parcel claimed to be subject to unnecessary or extraordinary hardship, by the owner.

C. The application shall provide a recitation of the specific facts that are alleged to support the claim of unnecessary or extraordinary hardship and shall contain such other information and/or documentation as the Board of Trustees shall prescribe as necessary for the Board of Trustees to be fully informed with respect to the application.

D. Upon submission of a written application to the Village Clerk by the property owner seeking a hardship variance from the provisions of this Local Law, the Board of Trustees shall, within forty-five (45) days of receipt of a completed application and all other information requested by or on behalf of the Board of Trustees, schedule a public hearing on said application upon ten (10) days' written notice in the official newspaper of the Village of Larchmont. At said Public

Hearing, the property owner and any other parties wishing to present evidence with regard to the application shall have an opportunity to be heard, and the Board of Trustees shall, within forty-five (45) days of the close of said public hearing, render its decision either granting, denying, granting in part or denying in part, the application for a hardship variance from the strict requirements of this Local Law. If the Board of Trustees determines that a property owner will suffer an unnecessary or extraordinary hardship if this Local Law is strictly applied to a particular property, then the Board of Trustees shall vary the application to this Local Law to the minimum extent necessary to provide the property owner appropriate relief from strict compliance with this Local Law.

E. Standard of Review. In reviewing an application for a variance based upon a claim of unnecessary or extraordinary hardship, the Board of Trustees shall consider the following criteria:

1. Whether the hardship alleged by the applicant is unique compared to other property owners who have the potential to locate a Convenience Store on their property.

2. Whether the moratorium will expose a property owner or applicant to substantial monetary liability to a third person or would leave the property owner or applicable completely unable, after a thorough review of alternative solutions, to have a reasonable alternative use of the property.

3. The extent to which the proposed development activity would have the potential to cause significant environmental harm, adversely impact surrounding natural resource areas, public health, comfort or safety concerns and/or have a negative impact upon the Village.

4. The emergency response plan including evacuation orders to be followed in the event of a fire or any other emergency at the facility and satisfactory evidence that precautions are in place to suppress a fire and mitigate the extent of damage to the surroundings and environment;

5. The size of the subject parcel and the Convenience Store;

6. The proximity of the applicant's proposed Convenience Store to residential areas as well as sensitive and high-risk populations including but not limited to schools, libraries, day-care facilities, and places of public assemblies;

7. The extent of the proposed development and/or disturbance of the applicant's premises;

8. The environmental significance, if any, of the applicant's parcel and the proposed development's impact upon the environment, including existing transportation resources;

9. Compatibility of the proposed development with the aesthetic resources of the community or with the existing community or neighborhood character; and

10. Compatibility of the proposed development with the recommendations of the Master Plan, the Comprehensive Plan Update, and all adopted Comprehensive Plans and plan elements henceforth.

Section 7: Home rule.

Nothing in this Local Law is intended or shall be construed to limit the home rule authority of the Village under State Law or to limit the Village's discretion in setting fees and charges in connection with any applications requiring Village approval.

Section 8: Conflicts with State Statutes and Local Laws and Authority to Supersede.

To the extent that any provisions of this local law are in conflict with or are construed as inconsistent with the provision of the New York State Village Law or any local ordinance, law, or regulation, this local law supersedes, amends, and takes precedence over the Village Law pursuant to the Village's municipal home rule powers pursuant to Municipal Home Rule Law § 10 and § 22 to supersede any inconsistent authority. Pursuant to the same powers, and without limiting the generality of the foregoing, this local law supersedes the provisions contained in Article 8 of the Environmental Conservation Law (known as the State Environmental Quality Review Act) and the regulations thereunder to the extent that such provisions require that an agency determine the environmental significance of an application within certain specified timeframes. Further, this local law shall supersede those provisions of New York State Law and the Village Code which require the Board of Trustees, Zoning Board of Appeals, Architectural Review Board, and/or Planning Board to accept, process, and/or approve applications or issue permits for the development of Convenience Stores within specified statutory time periods. Further, this local law shall supersede those provisions of New York State Law and the Village Code which require that variances be obtained from the Zoning Board of Appeals, as opposed to the Board of Trustees.

Section 9: Severability.

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Board of Trustees of the Village of Larchmont hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 10: Effective date.

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

RESOLUTION RE: AUTHORIZE THE VILLAGE ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH VOLTPOST

WHEREAS, the New York State Energy Research & Development Authority ("NYSERDA") has partnered with Voltpost, Inc., 205 East 42nd Street, 19th Floor, New York, NY 10017 ("Voltpost") to promote the deployment of EV charging stations throughout New York State; and

WHEREAS, the Village of Larchmont is desirous of installing Voltposts unique electric vehicle charging stations by entering into an agreement with Voltpost; now, therefore, be it

RESOLVED, that the Village Administrator is hereby authorized to execute an agreement with Voltpost in substantially the same form as attached hereto, pending approval by the Village Attorney; and

RESOLVED, that the Village Administrator is authorized to undertake all the administrative acts required pursuant to the agreement.

Submitted by: Village Administrator
Date: October 17, 2025
For: October 20, 2025

RESOLUTION RE: AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH NATIONAL SOLAR TECHNOLOGIES

WHEREAS, the Village of Larchmont was awarded a $275,000 grant by NYSERDA for installation of solar panel systems on certain Village property; and

WHEREAS, as a requirement of the grant, the solar panel firm chosen must be a qualified New York Sun; and

WHEREAS, National Solar Technologies, 166 Taylor Drive, Depew, New York, 14043, a vendor authorized under NYS OGS Contract PC68453 for Photovoltaic Systems and Installation Services, was approached by the Village as a qualified vendor for a proposal to install solar panels on the roof of the Larchmont Public Library; and

WHEREAS, the Larchmont Public Library and Library Board of Trustees have been informed of the solar panel installation project and have indicated their support for proceeding with the installation of the new solar panel system on the roof of the Library; now, therefore, be it

RESOLVED, that the Village Administrator is hereby authorized and directed to execute the Agreement with National Solar Technologies, 166 Taylor Drive, Depew, New York, 14043, in substantially the same form as attached hereto, pending review and approval by the Village Attorney; and be it further

RESOLVED, that the Village Administrator is authorized to undertake any administrative acts required under the terms of the agreement.

Submitted by: Village Administrator
Date: October 16, 2025
For: October 20, 2025

National Solar Technologies

A dba of National Manufacturing & Distribution, Inc.

166 Taylor Drive
Depew, NY 14043

Ph: (800) 310-7413 or (716) 683-2505
Fax: (716) 683-8655
Web: www.NSTsolar.com

Quotation

Date	Quotation#
9/30/2025	007849

Est Ship Date	Terms
11/26/2025	Net 30

FOB	NST Rep
Delivered	108

Customer Name / Address
Village of Larchmont 121 Larchmont Ave. Larchmont, NY 10538

NYS OGS Contract PC68453
NYS Vendor ID 1000057219

Description	Qty	Price Each	Total
Village of Larchmont Library Rooftop Solar Energy System -System Size: 32.56kW DC / 25kW AC -kWh Savings Year 1: 44,300 kWh -NYSERDA NY-SUN Incentive(ConEd): $26,048.00 -30% Federal IRA Direct Pay Incentive: $44,754.72			
Item# GCPV-CI-RMR-AXA Grid connected photovoltaic power system, for system sizes up to 150kW, system is a centralized/string inverter system with roof mount racking. Pitched roof or flat roof type racking option. Includes solar modules, roof mount racking, centralized inverter(s), fusible AC disconnect(s) and DC disconnect(s), solar combiner panel(s) with circuit breakers, system monitoring module, pv production meter, cable/conduit, and pv system safety labels. System site visit, stamped electrical drawings, utility interconnection submittals, and any State incentive submittals included. Does not include installation. System is priced per Watt (WT). 32,560 Watts x $2.60/Watt	1	84,656.00	84,656.00
Electrician Labor, Prevailing Wage Rate + Supplemental Benefits $58.75 + $61.09 x 1.41= $168.97 (120 Man Hours)	120	168.97	20,276.40
Pass Through Costs -Structural Engineering $2,500.00 -Permit Fees: $3,000.00 -Interconnection Fee: $250.00 -Rental Equipment: $3,500.00	1	9,250.00	9,250.00

Total

National Solar Technologies

A dba of National Manufacturing & Distribution, Inc.

166 Taylor Drive
Depew, NY 14043

Ph: (800) 310-7413 or (716) 683-2505
Fax: (716) 683-8655
Web: www.NSTsolar.com

Quotation

Date	Quotation#
9/30/2025	007849

Est Ship Date	Terms
11/26/2025	Net 30

FOB	NST Rep
Delivered	108

Customer Name / Address
Village of Larchmont 121 Larchmont Ave. Larchmont, NY 10538

NYS OGS Contract PC68453
NYS Vendor ID 1000057219

Description	Qty	Price Each	Total
Pass Through Costs -Roofing related work in accordance with Tremco and Sika Manufacturer's warranty and procedures, per written scope	1	35,000.00	35,000.00

Total $149,182.40

RESOLUTION RE: **AUTHORIZING THE WRITE-OFF OF OUTSTANDING PAYROLL AND OPERATING ACCOUNT CHECKS**

WHEREAS, the Village of Larchmont has identified forty (40) outstanding payroll checks totaling Seven Thousand Two Hundred Forty-Three Dollars and Sixty Cents ($7,243.60), which have remained uncashed for an extended period; and

WHEREAS, the Village has also identified ninety-two (92) outstanding checks issued from the operating account, totaling Eighty-Five Thousand One Hundred Fifty-Four Dollars and Ninety-Four Cents ($85,154.94), which have likewise remained uncashed for an extended period; and

WHEREAS, in accordance with sound financial practices and applicable accounting standards, it is necessary and appropriate to reconcile the Village's accounts and write off checks that are considered no longer negotiable; now, therefore, be it

RESOLVED, that the Board of Trustees of the Village of Larchmont hereby authorizes the write-off of:

- Forty (40) uncashed payroll checks totaling $7,243.60 from the Village payroll account; and
- Ninety-two (92) uncashed checks totaling $85,154.94 from the Village operating account;

as identified and recommended by the Village Treasurer; and be it further

RESOLVED, that the Village Treasurer is hereby authorized and directed to make all necessary accounting entries to reflect this action in the Village's financial records; and be it further

RESOLVED, that detailed lists of all written-off checks shall be maintained on file in the Office of the Village Treasurer for audit and recordkeeping purposes.

Submitted by: Village Treasurer
Date: October 16, 2025
For: October 20, 2025

VILLAGE OF LARCHMONT
OFFICE OF THE
TREASURER
James Cazzorla

Village of Larchmont
120 Larchmont Avenue
Larchmont N.Y. 10538
(914) 834-6230 Ext. 1
jcazzorla@larchmontny.gov

To: Aylone Katzin, Village Administrator
From: James Cazzorla, Village Treasurer
Date: 10/17/2025
Subject: Write-Off of Outstanding Checks

This memorandum provides background on the request to write off outstanding Village checks that have remained uncashed beyond the normal clearing period. The action will improve financial reporting accuracy and align with New York State and GFOA best practices.

The outstanding checks under review date back as far as 2014. These are Village-issued checks that were never negotiated, including both vendor and payroll payments. All payroll checks belong to former employees; none involve current staff.

Writing off these checks has no material financial effect. The expenditures were recorded in prior fiscal years, but the checks remain listed as outstanding items. Canceling them and transferring the amounts to an unclaimed funds account will:

- Eliminate outdated transactions from the cash reconciliation,
- Reflect a more accurate cash position, and
- Strengthen audit readiness and internal controls.

If a payee later claims a payment, a new check can be issued.

Under New York State Abandoned Property Law, Article V (§§500–504), unclaimed funds held by municipalities for more than three years are considered abandoned property and must be reported and remitted to the State Comptroller's Office of Unclaimed Funds. Before reaching the three-year period, stale-dated checks will be transferred to a Trust Account (Custodial Account), T1-0000-0630-100-00 – Unclaimed Funds, to hold them safely.

The Office of the State Comptroller and the Government Finance Officers Association (GFOA) recommend periodic review and removal of stale-dated checks to maintain accurate cash balances, strengthen internal controls, and ensure audit readiness.

I recommended that the Village Board authorize staff to write off the identified outstanding checks and transfer the associated amounts to Account T1-0000-0630-100-00 (Unclaimed Funds) within the Trust Fund, in accordance with Article V (§§500–504) of the New York State Abandoned Property Law and recognized financial best practices.

RESOLUTION RE: SUBMITTING AN APPLICATION FOR A STATE AND LOCAL CYBERSECURITY GRANT PROGRAM

WHEREAS, the New York State Division of Homeland Security and Emergency Services have issued a Request for Applications for the State and Local Cybersecurity Grant Program (SLCGP), a federal grant program awarded to help eligible entities address cybersecurity risks and threats to information systems owned or operated by state and local governments; and

WHEREAS, New York State's Grant Planning Committee has determined that funding through the SLCGP for the relevant funding year will be provided in the form of cybersecurity shared services, specially through hardware authentication tokens to implement multi-factor authentication ("MFA hardware token"); and

WHEREAS, the Village of Larchmont is in the process of exploring various cybersecurity needs, and has identified a use for MFA hardware tokens that may be used for administrative user account logins and other sensitive access points into the Village's electronic assets; and

WHEREAS, the Village of Larchmont is desirous of applying to this program as part of renewed investments in the Village's cybersecurity infrastructure; now, therefore, be it

RESOLVED, that the Village Administrator is authorized to submit an application for the SLCGP; and be it further

RESOLVED, that the Village Administrator is authorized to execute a Local Consent Agreement, pursuant to the requirements of the SLCGP and pending any necessary legal reviews; and be it further

RESOLVED, that the Board of Trustees hereby endorses an application for the SLCGP for 2025.

Submitted by: Village Administrator
Date: October 18, 2025
For: October 20, 2025

RESOLUTION RE: AUTHORIZING THE EXECUTION OF AN INTERMUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY FOR USE OF FIRING RANGE

WHEREAS, the Westchester County Department of Public Safety Services has a firing range facility with advanced targeting system located at the Westchester County Police Academy, and invites municipalities to send its public safety employees to the Firing Range for firearms training purposes; and

WHEREAS, the Village of Larchmont Police Department has benefited from this arrangement through an Intermunicipal Agreement (IMA) for several years, with the most recent IMA having expired on July 31, 2025; and

WHEREAS, Westchester County has advanced a successor IMA for a five-year term, expiring July 31, 2030, with substantially the same terms as the expired Agreement; and

WHEREAS, the Chief of Police and Village Administrator believe it is in the best interest of the Village of Larchmont to continue to be a party to the IMA; now, therefore, be it

RESOLVED, that the Village Administrator is hereby authorized and directed to execute the Intermunicipal Agreement for the use of the Westchester County Firing Range in substantially the same form as attached hereto; and be it further

RESOLVED, that the Village Administrator is authorized to undertake any administrative acts required under the terms of the agreement.

Submitted by: Village Administrator
Date: October 17, 2025
For: October 20, 2025

THIS AGREEMENT ("Agreement"), made _____, by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County")

and

THE VILLAGE OF LARCHMONT, a municipal corporation of the State of New York, having an office and place of business at 120 Larchmont Avenue, Larchmont, New York 10538 (hereinafter referred to as the "Municipality")

WITNESSETH:

WHEREAS, the County, acting by and through the Westchester County Department of Public Safety Services (hereinafter referred to as the "Department"), has a firing range facility ("Firing Range") located at the County's Police Academy in Valhalla, New York, also known as the Grasslands Reservation, in the Town of Mount Pleasant, New York ("Police Academy"). This eighteen (18) point state-of-the-art Firing Range has an advanced targeting system and can accommodate duty side arms and most patrol rifles carried by law enforcement personnel in this County; and

WHEREAS, Municipality desires to send its public safety employees to the Firing Range for firearms training purposes, upon the terms and conditions set forth below.

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

Section 1. The County and the Municipality agree that the Municipality may utilize the Firing Range by sending public safety employees to the Firing Range for firearms training, subject to availability. The Municipality may utilize the Firing Range during the hours of 8:00 am to 4:00 pm, or 4:00 pm to 12:00 am. Advance reservations will be required in order to use the Firing Range. The Municipality must contact the Department by telephone to determine availability and make a reservation at least forty-eight (48) hours prior to the desired firearms training session. Promptly thereafter, at least twenty-four (24) hours prior to the reservation

date, the Municipality shall send via facsimile or email a written confirmation letter to the Department specifying the dates and times reserved. The Department's Firing Range telephone number is (914) 231-4381 and the facsimile number is (914) 231-4389. It is hereby understood by the Municipality that an email will be provided by the Department's Firing Range personnel upon a telephonic request for the same from the Municipality.

Section 2. In exchange for the use of the Firing Range, which will be staffed by a Department safety officer, the Municipality shall pay a flat fee of Six Hundred and Thirty ($630.00) Dollars per eight (8) hour tour, for a maximum number of thirty-six (36) officers in attendance. The Firing Range shall be operated under the direction of the safety officer. The Municipality shall adhere to all instructions issued by the Department's safety officer. A Municipality shall have the option of requesting the Department to provide a firearms instructor to assist with the training process of its employees. If the Municipality requests a firearms instructor, the Municipality shall pay an additional fee equal to $80.79 per hour or $646.32 per eight (8) hour tour. Anyone attending the Firing Range shall be responsible to bring his/her own weapons and ammunition.

In the event that police officers from the Municipality provide instruction at the Police Academy under a separate agreement between the County and the Municipality, the Department's Commissioner or his duly authorized designee may provide such Municipality with a credit equal to one (1) eight (8) hour tour at the Firing Range for each seven (7) hours of instruction at the Police Academy.

The County shall send an invoice to the Municipality not later than the 15th day of the month following the month in which the services were provided by the County. The Municipality shall pay any such invoice within thirty (30) days of receipt thereof.

Section 3. The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "A," entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A," the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

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

Section 4. In no event shall the County have any obligation to the Municipality or its employees for any claim raised or benefits provided pursuant to New York General Municipal Law Section 207-c.

Section 5. The term of this Agreement shall commence upon execution and continue in full force and effect until July 31, 2030, unless terminated earlier pursuant to the terms herein.

Section 6. This Agreement may be terminated by either party by giving written notice of such termination to the other party not less than thirty (30) days prior to the effective date of such termination.

Section 7. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the

respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County: Commissioner - Sheriff, Department of Public Safety
1 Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to: County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Municipality: Village of Larchmont
120 Larchmont Avenue
Larchmont, New York 10538

Section 8. The failure of either party to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 9. This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

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

Section 10. The Municipality and the County agree that the Municipality and its officers, employees, agents, Municipalities, subconsultants and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Municipality covenants and agrees that neither the Municipality nor any of its officers, employees, agents, contractors, subconsultants and/or

consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 11. Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations relating to this Agreement.

Section 12. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

Section 13. This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

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

Section 14. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE COUNTY OF WESTCHESTER

By _____
Terrance Raynor
Commissioner –Sheriff
Department of Public Safety

MUNICIPALITY: VILLAGE OF LARCHMONT

By _____
Name and Title

Approved by the Westchester County Board of Legislators by Act No. 2025 - _____ on _____, 2025.

Approved as to form and
Manner of execution:

_____ _____
Assistant County Attorney Date
The County of Westchester
S:\Contract\ZORN\DPS\IMAs\Firing Range\2025\Firing Range IMA - Agreement Template 4.18.25.doc

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2025, before me personally came _____, to me known, and known to me to be the _____ of _____, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ _____ resides at _____ _____ and that he/she is _____ of said municipal corporation.

_____

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (*Name of Municipality*)

(the "Municipality") a corporation duly organized in good standing under the _____

_____
(*Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law*)

named in the foregoing agreement that _____ who signed said
(*Person executing agreement*)

agreement on behalf of the Municipality was, at the time of execution _____of
(Title of such person),

the Municipality, that said agreement was duly signed for on behalf of said Municipality by

authority of its _____thereunto duly authorized,
(*Town Board, Village Board, City Council*)

and that such authority is in full force and effect at the date hereof.

_____
(Signature)

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

On this _____ day of _____, 2025, before me personally came
_____, to me known, and known to me to be the
_____ of _____,
the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he, the said _____
resides at _____
and that he is _____ of said municipal corporation.

_____
Notary Public County

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS
(MUNICIPALITY-Firing Range Agreement)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of the Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

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

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: http://www.wcb.ny.gov.

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

b) Employer's Liability with minimum limit of $100,000.00.

c) Commercial General Liability Insurance with a combined single limit of $1,000,000 (c.s.1) per occurrence and a $2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages::

i. Premises - Operations.
ii. Broad Form Contractual.
iii. Independent Contractor and Sub-Contractor.
iv. Products and Completed Operations.

d) Commercial Umbrella/Excess Insurance: $2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

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

e) Automobile Liability Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and a minimum limit of $100,000 per occurrence for property damage or a combined single limit of $1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

(i) Owned automobiles.
(ii) Hired automobiles.
(iii) Non-owned automobiles.

f) Police Professional Liability: The Municipality shall provide proof of such insurance ($1,000,000 per occurrence)

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

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

RESOLUTION RE: AUTHORIZING AN EXTENSION OF A PROFESSIONAL SERVICES AGREEMENT WITH RUSSELL BIRDWELL

WHEREAS, due to an unanticipated vacancy with the Larchmont Recreation Department, the Village of Larchmont retained the services of Russell Birdwell to serve as the Village's Recreation Consultant to handle the Village's recreation operations; and

WHEREAS, the Board of Trustees authorized a professional services agreement with Mr. Birdwell for Recreation Consultant Services in an amount not to exceed $30,000.00 on June 16, 2025; and

WHEREAS, the expenses for Mr. Birdwell's services has reached $26,825.40 as of September 30, 2025, inclusive of Flint Park Day Camp administration and support, administration of the summer tennis permitting program, restructuring and launching paddle tennis permitting in September through CourtReserve, and preparation and expansion of the annual Ragamuffin Parade; and

WHEREAS, given Mr. Birdwell's effective support of Recreation operations, the Village Administrator recommends extending the agreement for services with Mr. Birdwell by increasing the amount not to exceed of the agreement to $60,000; now, therefore, be it

RESOLVED, that the Village Administrator is hereby authorized to execute an extension of the professional services agreement with Russell Birdwell for Recreation Consultant services; and be it further

RESOLVED, that the Board of Trustees authorizes an increase to the agreement amount by $30,000, and making the total amount not to exceed $60,000 for the agreement.

Submitted by: Village Administrator
Date: October 17, 2025
For: October 20, 2025

SARAH BAUER
MAYOR

DANA POST
BRIGID BRENNAN
PETER FANELLI
TERENCE PARÉ
TRUSTEES

AYLONE KATZIN
VILLAGE ADMINISTRATOR

VILLAGE OF LARCHMONT
120 LARCHMONT AVENUE
LARCHMONT, NY 10538

914-834-6230
WWW.LARCHMONTNY.GOV

Village Board of Trustees Meeting Minutes

Monday, September 29, 2025 – 7:30 PM
Village Hall Courtroom

The Board will convene at 5:30 PM in a Work Session in the Second Floor Conference Room. All meetings are recorded and broadcast on LMC-TV, Channel 76 (Cablevision) or Channel 35 (Verizon).

Roll Call

The Village Board of Trustees meeting was called to order on Monday, September 29, 2025, at 7:30 PM. Present were Mayor Sarah Bauer, the entire Board of Trustees, Village Attorney Jim Staudt, Village Administrator Aylone Katzin, and Deputy Clerk Jamie Silver.

Pledge of Allegiance

The Pledge of Allegiance was recited.

Mayor's Comments

Mayor Sarah Bauer thanked the Arts Committee, Trustee Peter Fanelli (as liaison), and Committee Chair Nili Asherie and Members Anna O'Neill, and Carey Federspiel for organizing the Arts Festival in Constitution Park over the weekend. Mayor Bauer expressed appreciation to vendors and attendees for making the event successful.

Mayor Bauer also recognized Village Hall Caretaker Arturo Hildago, who was retiring after 25 years of service to the Village. She noted he would be greatly missed.

Village Administrator's Report

Village Administrator Katzin reported on several upcoming initiatives:

- Annual hydrant flushing would commence in October, with notifications to be sent via mail, website, and newsletter
- The Village was continuing with lead line replacements, primarily in the manor area

DRAFT

- Fall paving of approximately 1.25 miles of roads would begin soon, with notifications to be provided to affected residents
- Recruitment for Assistant Village Administrator and Building Inspector positions would commence later in the week through Pracademic Partners, with information to be posted on the Village website

Village Attorney's Report

There was no report from the Village Attorney.

Village Treasurer's Report

There was no report from the Village Treasurer.

Police Chief's Report

Police Chief McNerney introduced Officer Deliana Ortiz, the department's newest officer, who had been hired on August 26, 2025. Chief McNerney shared that Officer Ortiz was born and raised in the Bronx, graduated from Pelham Prep High School, and earned a bachelor's degree in criminal justice from SUNY Plattsburgh in 2022. She previously served with the NYPD in the patrol division of the 52nd precinct in the Bronx.

Officer Ortiz was present with her parents Nancy and Antonio, her sister Haley Ann, and her boyfriend Mike. Following the Board's approval of her appointment, Mayor Bauer administered the oath of office to Officer Ortiz.

Chief McNerney reported on several incidents since the last meeting, including:

- An assault at Willow Park on September 15 involving a 16-year-old Larchmont resident who pistol-whipped another 16-year-old with what turned out to be an airsoft gun. The perpetrator was charged with second-degree assault and arraigned in Westchester County Court.
- A successful arrest of a 21-year-old Bronx resident attempting to steal a bicycle from Lot 3 at the Larchmont train station on September 17, detected through the department's recently upgraded technology.
- Eleven leaf blower complaints, with summonses issued in five cases.

DRAFT

The Chief also reported that the department's state accreditation assessment dates were scheduled for January 20-22, 2026, and that the department had received the AAA Northeast Bronze Award for Traffic Safety for the fifth consecutive year.

Upcoming events included a bicycle safety program at Chatsworth Avenue School on October 3, Halloween safety talks at the school during the week of October 27, and National Coffee with a Cop Day on October 1 from 11 AM to 1 PM at Stanz's Cafe.

Fire Chief's Report

Fire Chief reported on several recent emergency responses, highlighting two specific incidents:

- On August 23, firefighters successfully freed a child whose leg had become trapped in playground equipment without injury or damage to the equipment.
- On September 9, the department responded to a choking incident where an unconscious individual was successfully treated and was able to breathe and speak by the time they reached the hospital.

The Chief thanked Juan, the Village mechanic, and Mike, the assistant DPW foreman, for their assistance with installing equipment on the department's new 2005 tower ladder, which replaced their 1996 model.

The department had participated in community events including Swim Across America and a local fireworks display. The Chief announced that Fire Prevention Week would run from October 5-11, with this year's theme being "Charge into Fire Safety, Lithium Ion Batteries in Your Home."

The Chief reminded local businesses participating in the outdoor dining program that October 1 was the final day of operation for the season, and thanked participants for their compliance.

Trustees' Comments

Appointment of Co-Chairs of the Climate Smart Communities Task Force

Trustee Brennan acknowledged Ken Weiber, the outgoing chair of the Climate Smart Communities Task Force, for his leadership in helping the Village achieve bronze certification. She then nominated Mark Manley and Elana Mass as co-chairs of the Task Force.

Motion to appoint Mark Manley and Elana Mass as co-chairs of the Climate Smart Communities Task Force. Moved by Trustee Brennan, seconded by Trustee Paré. Motion carried unanimously.

DRAFT

Trustee Fanelli reported on the Arts Festival held on September 27 and thanked the Arts Council team, DPW, and the 65+ artists and musicians who participated in the event.

Trustee Fanelli announced upcoming community events including:

- Larchmont Day Fall Festival on October 11 from 11 AM to 3 PM, featuring live music, food, face painting, a petting zoo, pumpkin decorating, and other family activities
- Ragamuffin Parade on October 25, starting at Larchmont Avenue and Palmer Avenue at 3 PM

He noted that paddle courts, tennis courts, and pickleball courts were open in Flint Park and encouraged residents to purchase permits through the Village website.

Trustee Post announced that the Village was offering a combined paddle tennis permit with a $50 discount. She also nominated Will Machweller to the Parks and Trees Committee, noting his interests in gardening, birding, wildlife, and clean energy, as well as his existing contributions to updating park rules.

Motion to appoint Will Machweller to the Parks and Trees Committee. Moved by Trustee Post, seconded by Trustee Paré. Motion carried unanimously.

Trustee Paré inquired about a $601.13 expenditure for a "wheel simulator," requesting clarification on what this item was.

Agenda Items

Appointment of Police Officer for the Larchmont Police Department

The Board voted to appoint Deliana Ortiz as a police officer for the Larchmont Police Department to fill a vacancy created by Officer Ryan Paroulek's transfer to another department.

On motion by Trustee Paré, seconded by Trustee Post, the following action was unanimously approved:

RESOLUTION RE: APPOINTING POLICE OFFICER DELIANA ORTIZ TO POLICE OFFICER OF THE LARCHMONT POLICE DEPARTMENT

WHEREAS, the transfer of Police Officer Ryan Paroulek to another Police Department has created a vacancy within the Village of Larchmont Police Department; and

WHEREAS, this vacancy has resulted in a critical staffing shortage, thereby reducing the Department's ability to efficiently perform public safety duties when compared to a fully staffed Department; and

DRAFT

WHEREAS, the risks and liabilities inherent in police work are best mitigated through maintaining full staffing levels within the Department; and

WHEREAS, following consultation with command staff, Chief Chris T. McNerney recommends the appointment of Deliana Ortiz as a Police Officer for the Village of Larchmont Police Department; and

WHEREAS, Ms. Ortiz brings valuable experience to the Department, having served as a Police Officer with the New York Police Department since 2021; and

WHEREAS, it is in the best interest of the residents of the Village of Larchmont and the Larchmont Police Department to fill the existing vacanies as possible; now, therefore, be it

RESOLVED, that the Village Board of Trustees of the Village of Larchmont, to fill the existing vacancy within the supervisory ranks of the Police Department, hereby appoints Deliana Ortiz to Police Officer, said appointment to be effective August 26, 2025.

Scheduling of Public Hearing for Special Permit Renewal of Locals

Mayor Sarah Bauer announced the scheduling of a public hearing for the special permit renewal of Locals, located at 2128 Boston Post Road. She noted that more than one public hearing is anticipated for this matter. Though this item was not originally on the agenda, the board moved to set the public hearing to gather feedback and comments from the community.

Moved by Trustee Paré, seconded by Trustee Post. Motion carried unanimously.

Professional Services Agreement for Consulting Engineer

Village Administrator Katzin explained that the Village needed to execute a professional services agreement with Catizone Engineering to provide consulting engineering services. He recommended a not-to-exceed amount of $30,000.

Motion to authorize the Village Administrator to execute a professional services agreement with Catizone Engineering for consulting engineering services in an amount not to exceed $30,000. On motion of Trustee Post, seconded by Trustee Paré, the following action was unanimously approved:

RESOLUTION RE: AUTHORIZE THE VILLAGE ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CATIZONE ENGINEERING FOR CONSULTING ENGINEER

WHEREAS, the Village of Larchmont is in need of retaining professional services to advise and manage its engineering needs, including: infrastructure, land use, flood mitigation, and large capital projects that require engineering expertise; and

WHEREAS, the Village has retained the service of Catizone Engineering to serve as the Village's Consulting Engineer; and

WHEREAS, Catizone Engineering has the particular experience and expertise to act as the Consulting Engineer for the Village of Larchmont; now, therefore, be it

RESOLVED, that the Village Administrator is hereby authorized to execute a professional services agreement with Catizone Engineering, in substantially the same form as attached hereto, for Consulting Engineer services in an amount not to exceed $30,000 and

RESOLVED, that the Village Administrator is authorized to undertake all the administrative acts required pursuant to the agreement; and be it further

RESOLVED, that the costs of the agreement be charged to the appropriate general fund account, as determined by the Village Treasurer.

Agreement for Use of Flint Park Playhouse

Trustee Post explained that the Village was entering into an agreement with Cove LM, a nonprofit organization, to use the Flint Park Playhouse as a social space for middle and high school students. The agreement would begin in January, with some events before that date. The Village was winterizing the playhouse to prepare for this use.

Trustee Post noted that this would provide a safe gathering spot for young teens with comfortable seating areas and music. Trustee Fanelli added that it would be "a cool spot" for local youth to gather.

Motion to authorize the Village Administrator to execute an agreement with Cove LM for use of the Flint Park Playhouse in substantially the same form as reviewed. Moved by Trustee Paré, seconded by Trustee Fanelli, the following action was unanimously approved:

RESOLUTION RE: AUTHORIZE THE VILLAGE ADMINISTRATOR TO EXECUTE AN AGREEMENT FOR USE OF THE FLINT PARK PLAYHOUSE

WHEREAS, Cove LM 501(c)(3) (hereby known as the "Teen Organization"), a New York State not-for-profit corporation having an office at 26 Magnolia Avenue, Larchmont, NY 10538, is desirous of entering into an agreement with the Village of Larchmont to use the Flint Park Playhouse as a venue for local midde school students to socialize during the school year when the Playhouse is not in use; and

WHEREAS, the Village is agreeable to the arrangement; now, therefore, be it

RESOLVED, that the Village Administrator is hereby authorized to execute a professional services agreement with the Teen Organization in substantially the same form as attached hereto; and

DRAFT

SARAH BAUER
MAYOR

DANA POST
BRIGID BRENNAN
PETER FANELLI
TERENCE PARÉ
TRUSTEES

AYLONE KATZIN
VILLAGE ADMINISTRATOR

VILLAGE OF LARCHMONT
120 LARCHMONT AVENUE
LARCHMONT, NY 10538

914-834-6230
WWW.LARCHMONTNY.GOV

RESOLVED, that the Village Administrator is authorized to undertake all the administrative acts required pursuant to the agreement.

Justice Court Assistance Grant Program

Village Administrator Katzin reported that the Village was applying for a Justice Court Assistance Program grant focused on records management and records cleanup for the court office, with a total application amount of $30,000.

Motion to authorize support and submission of the Justice Court Assistance Program grant application. Moved by Trustee Paré, seconded by Trustee Post, the following action was unanimously approved:

RESOLUTION RE: JUSTICE COURT ASSISTANCE PROGRAM GRANT

WHEREAS, pursuant to §849-h of the Judiciary Law of the State of New York, the Justice Court Assistance Program (JCAP) established in 1999, provides opportunities for cities, towns and villages to apply to the Chief Administrative Judge for state grant funds to assist in the operation of their municipal justice courts, and

WHEREAS, items eligible under this grant include office equipment, security equipment, furniture, and courtroom and court facility improvements and renovations; and

WHEREAS, the Village was successful in securing JCAP grant funds in 2007 for the purchase of handheld metal detector wands, a shredder, a copier and various office supplies; and

WHEREAS, in order to further improve court operations and safety, staff has prepared a 2025 JCAP grant application for the following items: Record Management, scanning and shredding of files, for a total application of $30,000, within the $30,000 grant limit; and

WHEREAS, in accordance with the JCAP grant guidelines, the local legislative body must adopt a resolution authorizing and supporting the municipal grant application; now therefore be it

RESOLVED, that the Larchmont Village Board of Trustees herein supports and authorizes the Village of Larchmont's submission of a grant application in accordance with the New York State Justice Court Assistance Program, in substantially the same form as attached hereto, for Village of Larchmont Justice Court security and office improvements; and be it further

RESOLVED, that the Mayor and Village Justices are herein authorized to execute said grant application in accordance with the terms and conditions of the JCAP application process; and be it further

DRAFT

SARAH BAUER
MAYOR

DANA POST
BRIGID BRENNAN
PETER FANELLI
TERENCE PARÉ
TRUSTEES

AYLONE KATZIN
VILLAGE ADMINISTRATOR

VILLAGE OF LARCHMONT
120 LARCHMONT AVENUE
LARCHMONT, NY 10538

914-834-6230
WWW.LARCHMONTNY.GOV

RESOLVED, that the Village Court Clerk and the Village Administrator are herein authorized to submit said grant application to the State of New York Office of Court Administration and undertake all administrative acts as may be required.

Establishing Fiscal Year 2025-26 Racket Sports Fees and Charges

The Board considered a proposal for racket sports fees and charges for the 2025-26 fiscal year, which included combined rates for tennis/pickleball and paddle tennis. Administrator Katzin noted that a revised version would be posted online that evening.

Motion to adopt the racket sports fees and charges for fiscal year 2025-26. Moved by Trustee Fanelli, seconded by Trustee Paré, the following action was unanimously approved:

RESOLUTION: ESTABLISHING FISCAL YEAR 2025-26 RACKET SPORTS FEES AND CHARGES

WHEREAS, in response to community requests for additional seasonal use of tennis courts and paddle courts at Flint Park, the Village has developed a proposed Combined Racket Sports permit to allow eligible permit holders access to both court complexes on a year-round basis, subject to court availability and; and

WHEREAS, Village staff recommends the approval of the proposed FY 2025-26 Racket Sports Fees and Charges Schedule as outlined below; now therefore be it

RESOLVED, that the fees and charges for Racket Sports for FY 2025-26 are herein adopted as follows:

	Tennis/Pickleball	Paddle	Combined
Individual (Resident)	$175	$250	$375
Individual (Non-Resident)	$275	$300	$525
Senior (Resident)	$90	$125	$200
Senior (Non-Resident)	$200	$250	$400
Junior (Resident)	$90	$125	$200
Junior (Non-Resident)	$200	$250	$400
Family (Resident)	$275	$375	$600
Family (Non-Resident)	$400	$450	$800

DRAFT

League Fee	$400	$400	-

and be it further

RESOLVED, that the FY 2025-26 Racket Sports Fees and Charges shall be in effect immediately, unless amended by Resolution of the Village Board of Trustees; and be it further

RESOLVED, that the Village Administrator, in coordination with the Recreation Department, is authorized to undertake all administrative acts regarding the sale of the new Combined permits.

Proposal for Professional Services regarding a Larchmont Avenue Demonstration Project Study

Administrator Katzin presented a proposal from AKRF for a demonstration project to evaluate protected bicycle lanes along Larchmont Avenue. The proposal included monitoring and studying the project at a cost of $3,000.

Motion to authorize the Village Administrator to execute the AKRF proposal for professional services regarding the Larchmont Avenue Demonstration Project Study. Moved by Trustee Brennan, seconded by Trustee Paré, the following action was unanimously approved:

RESOLUTION RE: AUTHORIZE THE VILLAGE ADMINISTRATOR TO EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES REGARDING A LARCHMONT AVENUE DEMONSTRATION PROJECT STUDY

WHEREAS, the Village of Larchmont is desirous of conducting a traffic demonstration project to pilot protected bicycle lanes along Larchmont Avenue; and

WHEREAS, the Village has received a proposal for professional services from AKRF, Inc., to monitor and study the bicycle lane demonstration project for a fee in the amount of $3,000; and

WHEREAS, the professional service proposal may be executed without the need to solicit alternative proposals or quotes in accordance with the Village of Larchmont Internal Control policy; now, therefore, be it

RESOLVED, that the Village Administrator is hereby authorized to execute a professional services proposal with AKRF, Inc., in substantially the same form as attached hereto, for a demonstration project to pilot protected bicycle lanes along Larchmont Avenue; and

RESOLVED, that the Village Administrator is authorized to undertake all the administrative acts required pursuant to the proposal; and be it further

DRAFT

RESOLVED, that the costs of the proposal be charged to the appropriate account as determined by the Village Treasurer.

Resolutions set at previous Work Session(s)

Mayor Bauer reported on resolutions set at previous work sessions:

August 06:

- Updated the Parks & Trees Committee Charter to include Village-owned property at the dam by Shell Drake
- Approved bills
- Approved allocation of $30,000 for refurbishment of holiday decorations after 30 years
- Terminated the agreement with the consulting engineer
- Executed a professional services agreement for Planning Board Stormwater Review Services

September 08:

- Approved the Constitution Park landscaping and plantings for phase 1
- Applied for the Westchester County Complete Streets Municipal Assistance Program grant
- Appointed Aylone Katzin as acting Village clerk

September 18:

- Renewed the Mutual Aid and Rapid Response Intermunicipal Agreement
- Passed a resolution to consider structural organization of the building department
- Executed a professional services agreement with LaBella Associates for on-call building code support

Public Comments

Helen Mach from PLLC, representing the owner of the building at 2001-26 Boston Post Road, addressed the Board regarding the renewal of the Local's special permit. She noted that she had written to the Board on April 7 and June 26 requesting a public hearing but had not received a response. She thanked the Board for setting the public hearing during this meeting and looked forward to sharing her client's concerns at that time.

DRAFT

SARAH BAUER
MAYOR

DANA POST
BRIGID BRENNAN
PETER FANELLI
TERENCE PARÉ
TRUSTEES

AYLONE KATZIN
VILLAGE ADMINISTRATOR

VILLAGE OF LARCHMONT
120 LARCHMONT AVENUE
LARCHMONT, NY 10538

914-834-6230
WWW.LARCHMONTNY.GOV

Approval of Minutes

The approval of minutes was postponed as they were not ready for this meeting.

Approval of Bills

Trustee Paré reported that he had examined bills for job ID 418822 dated September 29, 2025, totaling $587,333.34, and found them to be in order.

Motion to approve payment of bills totaling $587,333.34. Moved by Trustee Brennan, seconded by Trustee Post. Motion carried unanimously.

Trustee Paré noted that other bills paid off the bill list needed to be examined and would be addressed at a future work session or board meeting.

Motion to Adjourn

Motion to adjourn. Moved by Trustee Fanelli, seconded by Trustee Post. Motion carried unanimously.

DRAFT