

VILLAGE OF BRIARCLIFF MANOR
1111 PLEASANTVILLE ROAD
BRIARCLIFF MANOR, N.Y. 10510



WWW.BRIARCLIFFMANOR.GOV

TELEPHONE: (914) 941-4800

FAX: (914) 941-4837

Application for Public Assembly, Parade or Celebration Permit

Name of Resident Sponsor: _____

Address: _____

Mobile Number: _____

Email Address: _____

Additional On-Site Name/Contact Number: _____

Additional On-Site Name/Contact Number: _____

Date, Time, Location and Duration of Event: _____

Description of Event: _____

- excessive light or noise;
- any cooking, grilling, or serving of food;
- any use of fire or open flame;
- any consumption of alcoholic beverages;
- any live music or amplified sound;
- or any other potential impacts to neighbors, passers-by, or the community: _____

Application procedures/requirements pursuant to Chapter 164:

- A non-refundable fee of \$50;
- A map showing the highlighted streets, sidewalks, park areas, or other public property to be impacted, and a written description of starting and end points as appropriate.
- A signed hold-harmless and indemnification agreement, and acknowledgment of Chapter 165 Protection of Public Property, relieving the Village from any potential liability by virtue of the applicant's activities.
- All permit applications must be received by the Village Manager no later than seven (7) calendar days before the scheduled event.

Signature of Sponsor

Date

OFFICE USE ONLY

Fee Charged: _____

Date Approved: _____

Village Manager's Signature: _____

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Indemnification and Hold Harmless Agreement

To the maximum extent permitted by law, _____ ("Sponsor") agrees to defend, indemnify and hold harmless the Village of Briarcliff Manor ("Village"), the Owners ("Owners") of the property listed below and its/their agents, officers, directors and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including but not limited to personal injury and property damage, theft, or reasonable legal fees arising from the Sponsor's event in the Village of Briarcliff Manor.

By signing below, the Sponsor also acknowledges Sponsor's understanding of Chapter 165 Protection of Public Property (attached), including responsibility for all costs and expenses of any repair or replacement to restore, repair, or replace any damaged public property, as well as any expenses related to the recovery of such costs.

If the Sponsor elects to obtain and keep in force an insurance policy to cover its liability hereunder, such liability policies shall name "Village of Briarcliff Manor" as additional insureds and shall be primary to any other insurance policies already in effect. The Sponsor shall furnish to Village with Certificates of Insurance evidencing that the aforesaid insurance coverage is in full force.

Property Address: _____

Date(s) of Event: _____

Print Name: _____

Signature: _____ Date: _____

Please sign, date and submit with your permit application to:
Village of Briarcliff Manor Manager's Office
1111 Pleasantville Road
Briarcliff Manor, NY 10510
villagemanager@briarcliffmanor.gov

Chapter 165

PROTECTION OF PUBLIC PROPERTY

[HISTORY: Adopted by the Board of Trustees of the Village of Briarcliff Manor 2-4-2020 by L.L. No. 1-2020. Amendments noted where applicable.]
§ 165-1. Title.

This chapter shall be known as the "Protection of Public Property Law of the Village of Briarcliff Manor."

§ 165-2. Policy.

In addition to, or instead of, the criminal penalties specified by Penal Law of the State of New York for the violations of offenses cited hereunder, the Village of Briarcliff Manor may assess its own civil penalties for violations related to public property as specified in this chapter.

§ 165-3. Definitions.

- A. For purposes of this chapter, all offenses may be further defined according to the Penal Law of the State of New York.
- B. Except where specifically defined herein, all words used in this chapter shall carry their customary meanings. Words used in the present tense include the future and the plural includes the singular. Any use of the singular pronous "he," "his," and "him" may be read as "she," "hers," or "her" if more fitting. The word "shall" is intended to be mandatory.
- C. As used in this chapter, the following terms shall have the meanings indicated:

PERSON — A human being or, where appropriate, a public, private, or not-for-profit corporation, an unincorporated association, partnership, or any other legal entity recognized by the State of New York.

PUBLIC PROPERTY — Any building, structure, accessory, fire hydrant or related appurtenances, traffic signal, light, vehicle, statue, monument, memorial, street, sidewalk, sign, tree, poll, post, mailbox, waste receptacle, electronic data or any other electronic or printed governmental record, and all other articles of real property owned or maintained by or for the Village of Briarcliff Manor.

§ 165-4. Offenses involving damage to and intrusion upon property.

No person shall damage, break, mar, deface, graffiti, injure, take, transfer, relocate or remove any public property in any manner whatsoever.

§ 165-5. Offenses involving theft.

No person shall commit burglary, theft, larceny, robbery, involving any public property, or otherwise harbor any public property in his home, in his vehicle, on otherwise in his control.

§ 165-6. Offenses involving arson or criminal mischief.

No person shall cause or commit arson or any other criminal mischief involving any public property.

§ 165-7. Offenses involving fraud or public administration.

No person shall infiltrate, hijack, hack, or otherwise interfere with any computer, electronic storage, or network involving or stored within any public property.

§ 165-8. Reimbursement for repair or replacement.

In addition to any criminal penalties, all costs and expenses of any repair or replacement advanced by the Village to restore, repair, or replace any public property affected by a violation under this chapter, as well as any attorney fees and similar expenses related to the adjudication or recovery of damages related thereto, shall be paid by the convicted violator.

§ 165-9. Enforcement.

This chapter may be enforced by authorized employees of the Village, including but not limited to the Village Manager, the Building Inspector, the Superintendent of Public Works, the Superintendent of Parks and Recreation, and their respective designees, any duly appointed Code Enforcement Officers, and any member of the Police Department of the Village of Briarcliff Manor.

§ 165-10. Penalties for offenses.

- A. Any person committing an offense against any provision of this chapter shall, upon conviction thereof, be guilty of a violation pursuant to the Penal Law of the State of New York.
- B. Notwithstanding the assessment of any criminal penalties and reimbursement to Village for costs of repair or replacement, any person committing an offense against any provision of this chapter, upon conviction thereof, may be subject to a civil fine of not more than \$1,000 for each count or occurrence. Each count and conviction herein shall be a separate occurrence of a civil offense.
- C. Any person who is found guilty of violating any provision of this chapter may be required to perform suitable community services in addition to any civil and/or monetary penalty imposed for his or her violation as determined by any court of law.

§ 165-11. Severability.

If any clause, sentence, paragraph, section or part of this chapter shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this chapter but shall be confined in this operation to the clause, sentence, paragraph, section or part thereof directly involved in a litigation in which said judgment shall have been rendered.

§ 165-12. Repealer.

When effective, this chapter repeals and replaces the former Chapter 155, Peace and Good Order, and its predecessors, including Local Law No. 12-2003, adopted by the Board of Trustees of the Village of Briarcliff Manor on November 6, 2003.

§ 165-13. When effective.

This chapter shall be effective immediately upon filing with the Secretary of State.