



AGENDA
DECEMBER 3, 2014
BOARD OF TRUSTEES
VILLAGE OF BRIARCLIFF MANOR, NEW YORK
REGULAR MEETING – 7:30 PM

Board of Trustees Announcements

Village Managers Report

Public Comments

1. Authorize Village Manager to Execute Agreements
 - a) Valet Services with ProPark
 - b) Tri-Community Agreement for Fly Car Services
2. Abandonment of Eminent Domain Proceedings
3. Minutes
 - November 19, 2014
 - November 24, 2014

NEXT REGULAR BOARD OF TRUSTEES MEETING – DECEMBER 17, 2014

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
DECEMBER 3, 2014

**1A. AUTHORIZE VILLAGE MANAGER TO EXECUTE AN AGREEMENT –
VALET PARKING SERVICES FOR THE SCARBOROUGH STATION**

WHEREAS, the Village of Briarcliff Manor (VBM) issued a Request for Proposals (RFP) to provide valet parking services at the VBM's Scarborough Railroad Station which identified such selection criteria as previous experience, operational viability, and maintenance of the current level of service and interplay with clientele and called for proposals to be submitted by 21 November 2014, and having received three (3) proposals ranging in cost from \$9,000.00 per month to \$21,000.00 per month; and

WHEREAS, the RFP calls for 2 years of fixed pricing calculated at a per month rate and a VBM option to extend the award for a 3rd year not to exceed a 2% per month cost increase together with other requisites such as liability insurance and such other protections for the VBM and its parking permit holders; and

WHEREAS the lowest responsible bidder is Pro-Park with a bid of \$9,000.00 for calendar years 2015 and 2016 and the option for a 3rd year at \$9,180.00 (an increase of 2% in keeping with the RFP) equating to an annual cost of \$108,000.00 for years 2015 and 2016 and \$9,180.00 for the optional 3rd year (2017); and,

WHEREAS, ProPark is currently providing valet parking service at the Scarborough Station under contract with the VBM and is familiar with the job and facilities, has drawn compliments for its work, and can continue its work without any interruption or disruption in service, at their current price of \$8,999.00 per month (\$107,988.00 per year);

NOW, THEREFORE, BE IT:

RESOLVED that the proposal for valet parking services at Scarborough Station is hereby awarded to ProPark America as per its proposal of \$9,000.00 per month for a period of two (2) years commencing January 1, 2015, and expiring on December 31, 2016 with an optional 3rd year at VBM's sole discretion for \$9,180.000 per month for calendar year 2017; and

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contractual agreement with ProPark America for valet parking services at the Scarborough Station to cover such period of time with such terms and conditions in keeping with the revised RFP and the provisions of Pro Park's proposal.

2015 Scarborough Station Valet Parking RFP Results

		<u>Monthly Cost</u>	<u>Annual Cost</u>
A. ProPark	1st & 2nd year	\$9,000.00	\$108,000.00
	3rd year	\$9,180.00	\$110,160.00
B. Park Plus Parking	1st year	\$10,125.54	\$121,506.48
	2nd year	\$10,121.54	\$121,506.48
	3rd year	\$10,328.05	\$123,936.61
C. Classic Valet Parking, Inc	1st & 2nd year	\$21,000.00	\$252,000.00
	3rd year	\$21,420.00	\$257,040.00

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
DECEMBER 3, 2014

1B. AUTHORIZE VILLAGE MANAGER TO EXECUTE A TRI-COMMUNITY AGREEMENT WITH THE VILLAGE OF CROTON ON HUDSON AND OSSINING VOLUNTEER AMBULANCE CORPS. INC. (OVAC) FOR FLY CAR SERVICES

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an agreement with the Village of Croton on Hudson, NY and the Ossining Volunteer Ambulance Corps. Inc. (OVAC) for Fly Car Services for June 1, 2014 through May 31, 2017 in the amount of \$106,000 per fiscal year.

FLYCAR AGREEMENT

This Agreement dated MAY 14, 2014 by and among the Village of Croton-on-Hudson, a Municipality Corporation, with offices at the Municipal Building, 1 Van Wyck Street, Croton-on-Hudson, New York, 10520, the Village of Briarcliff Manor, a Municipal Corporation, with offices at the Municipal Building at 1111 Pleasantville Road, Briarcliff Manor, New York, 10510, the Ossining Volunteer Ambulance Corps., Inc. (OVAC), a not-for-profit corporation with offices at 8 Clinton Avenue, Ossining, New York, 10562.

WITNESSETH:

WHEREAS: Currently, the Villages of Briarcliff Manor and Croton-on-Hudson provide basic life support (BLS) ambulance service but do not offer advanced life support (ALS); and

WHEREAS: The Villages of Briarcliff Manor and Croton-on-Hudson are desirous of providing ALS service in accordance with the existing emergency medical service systems within their respective Villages utilizing the Briarcliff Manor Fire Department (BMFD) and the Croton-on-Hudson Emergency Medical Services (Croton EMS), respectively; and

WHEREAS: Emergency Medical Services (EMS) representatives from Briarcliff Manor, Croton-on-Hudson, and OVAC, have joined together to explore ways in which residents of Briarcliff Manor and Croton on Hudson may receive a higher level of emergency treatment; and

WHEREAS: The goals are to:

1. Form a Tri-Community Fly Car system operating as OVAC ALSFR (Advanced Life Support First Response)
2. Be a multi-community service that is designated, implemented, funded, staffed, and managed by the participating multi-community Tri-Community Fly Car Committee (the "Committee"). The Committee will be comprised of two members from the Village of Briarcliff Manor, two members from the Village of Croton-on-Hudson and two members from OVAC.
3. Be integrated with Basic Life Support (BLS) volunteer ambulance services to provide ALS emergency treatment to patients that require it.
4. Provide a cost-efficient means of furnishing ALS to the participating communities; and

WHEREAS: The Westchester County Department of Emergency Services (60 Control) shall facilitate the dispatching of the Tri-Community Fly Car followed by a secondary

dispatch via the Village of Ossining Police Department.

WHEREAS: OVAC, with endorsement from the Villages of Briarcliff Manor and Croton-on-Hudson, has acquired a Certificate of Need (CON) to operate an ALS first response vehicle in the BMFD and Croton EMS response areas for the purpose of supplying ALS. Said CON is for the sole purpose of delivering ALS as necessary and to augment and operate in conjunction with the BLS services presently being delivered by BMFD and Croton EMS.

WHEREAS: OVAC has no interest, liability, or control over the BMFD and Croton EMS ambulance operations or primary operating territory covered by those agencies. OVAC reserves the right of control over that which affects its certifications, insurance, as well as New York State Law, as it relates to ALS and Fly Car operations, including day-to-day operations dictated under Article 30 and Part 800, New York State Department of Health Laws.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. OVAC will:
 - A. Be the sponsoring agency under which the Tri-Community Fly Car will operate.
 - B. Operate the Fly Car as part of its fleet and ensure that all applicable requirements including but not limited to certifications, licenses, permits, and insurance are properly maintained.
 - C. OVAC Line Officers will have control and responsibility of Fly Car staffing and scheduling.
2. The parties agree that Phelps Memorial Hospital Center will provide over-site and medical direction in accordance with NYS Bureau of EMS Public Health Law Article 30 .
3. Under the Westchester Regional EMS Office Policies and the State of New York Bureau of EMS Public Health Law Article 30, the Fly Car shall be staffed by an EMT-Paramedic 24 hours a day, 7 days a week.
4. The Tri-Community Fly Car and/or OVAC shall at all times during the term of this Agreement be subject to calls within the BMFD and Croton EMS response areas to deliver ALS services. In the event the Fly Car is on a call or otherwise unavailable, OVAC will respond for all ALS calls and mutual aid calls.

5. The Villages of Briarcliff Manor and Croton-on-Hudson shall have the right to inspect all pertinent books, records, maps, plans, financial statements pertaining to the Tri-Community Fly Car programs upon reasonable notice and during mutually agreeable hours. Attested summaries of the foregoing shall be delivered to the Villages Managers' offices, together with certified annual financial reports, upon request.
6. The annual expense for Briarcliff Manor and Croton-on-Hudson shall be \$106,000, each, per fiscal year (where each fiscal year begins on June 1). This annual amount can be amended only upon the approval of the Villages of Briarcliff Manor and Croton-on-Hudson. In the event that one Village terminates this Agreement pursuant to paragraphs 7(B) or 7(C) herein, or chooses not to renew the Agreement, the remaining Village shall remain responsible only for \$106,000 per fiscal year, or as amended upon the approval of the remaining Village.
7. Term; Termination
 - A. The term of this Agreement shall commence at 12:01 a.m. on June 1, 2014 and shall terminate at 11:59 p.m. on May 31, 2017 (the "Initial Term") unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.
 - B. Either Village may terminate this Agreement: (a) at any time, for any reason, upon forty five (45) days prior written notice to OVAC, whereupon OVAC shall be entitled to payment for services rendered pursuant to this Agreement; and (b) upon thirty (30) written days notice to OVAC if OVAC has breached a material provision of the Agreement and failed to cure the same within fifteen (15) days of written notice thereof.
 - C. Either Village may also terminate this Agreement immediately if OVAC: (i) ceases business, becomes insolvent, commences to wind-up, or becomes subject to any insolvency, bankruptcy, or similar proceedings; (ii) makes an assignment for the benefit of creditors; (iii) files a petition under any bankruptcy, insolvency, or similar law providing for the relief of debtors, or has any such petition filed against it, and OVAC fails to have such petition stayed or lifted within thirty (30) days from the date on which the petition is entered.
 - D. In the event a Village terminates this Agreement pursuant to paragraphs 7(B)

or 7(C) herein, the Tri-Community Fly Car will no longer be responsible for ALS services in said Village, and the Tri-Community Fly Car will continue to provide service to the remaining Village during the term, and the Committee will be comprised of two members from the remaining Village and two members from OVAC.

- E. At the end of the Initial Term, this Agreement will automatically renew for one (1) additional three year term (the "Renewal Term") beginning at 12:01 a.m. on June 1, 2017 until 11:59 p.m. on May 31, 2020 except when one or more of the following occurs within ninety (90) days before the end of the Initial Term:
- a. OVAC notifies in writing the Village of Croton-on-Hudson and the Village of Briarcliff Manor that it wishes not to renew the Agreement; or
 - b. Both the Village of Croton-on-Hudson and Village of Briarcliff Manor notify OVAC that they wish not to review the Agreement; or
 - c. The Village of Croton-on-Hudson notifies OVAC and the Village of Briarcliff Manor that the Village of Croton-on-Hudson wishes not to renew the Agreement, in which case the Tri-Community Fly Car will no longer be responsible for ALS services in the Village of Croton-on-Hudson and the Tri-Community Fly Car will continue to provide service in the Village of Briarcliff Manor during the Renewal Term; or
 - d. The Village of Briarcliff Manor notifies OVAC and the Village of Croton-on-Hudson that the Village of Briarcliff Manor wishes not to renew the Agreement, in which case the Tri-Community Fly Car will no longer be responsible for ALS services in the Village of Briarcliff Manor and the Tri-Community Fly Car will continue to provide service in the Village of Croton-on-Hudson during the Renewal Term.
- F. Termination by either Village shall in no way affect the Village's right to rely on any applicable bond.

8. Insurance

- A. OVAC shall provide proof of insurance coverage as follows. All insurance obtained pursuant to the terms herein shall be obtained from insurance companies licensed in the State of New York (i.e., possess an "Admitted"

status), carrying a Best's financial rating of A-, FSC X, or better. Insurance coverage submitted from an insurance company having a lesser rating shall only be permitted if approval is granted by the Villages' Attorneys.

- B. Prior to providing the services contemplated herein, OVAC shall provide proof of the following coverage:
1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 (One Million Dollars) each occurrence, \$10,000,000 (Ten Million Dollars) Annual Aggregate and including a waiver of subrogation.
 2. Automobile Liability:
 - A. Business Automobile Liability coverage with limits of at least \$1,000,000 (One Million Dollars) each accident.
 - B. Business Automobile coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - C. Business Automobile coverage must include a waiver of subrogation.
 3. Workers' Compensation and Employers' Liability, and New York State Disability:
 - A. Statutory N.Y.S. Workers' Compensation, Employers' Liability, and New York State Disability Benefits Insurance are required for all employees.
 - B. ACORD forms are not acceptable proof of Worker's Compensation coverage. C-105.2 Certificate of N.Y.S. Worker's Compensation Insurance must be provided. DB 120.1 Certificate for N.Y.S. Disability Benefits Insurance must be provided.
 4. Professional Liability coverage with limits of \$1,000,000 (One Million Dollars) each occurrence, \$10,000,000 (Ten Million Dollars) Annual Aggregate. The professional insurance shall cover the professional services rendered to the Villages of Briarcliff Manor and Croton-on-Hudson by OVAC.
 5. Umbrella Insurance Coverage with limits of \$5,000,000 (Five Million Dollars) each occurrence, \$10,000,000 (Ten Million

Dollars) Aggregate. Policy must state that it covers over the General Liability, Automobile, Professional Liability, and Employers' Liability Insurance.

- C. Certificates shall provide that sixty (60) days written notice, by registered mail with return receipt requested, prior to cancellation be given to the Villages. Policies that will lapse and/or expire during the term shall be re-certified and received by the Villages no less than thirty (30) days prior to renewal.
 - D. All relevant insurance policies shall provide coverage for the defense and indemnification provisions contained herein.
 - E. Original copies of insurance policies affording coverage, for which certificate of insurance are to be furnished to the Villages, must be submitted to the Villages for examination along with certificates. Failure of the Villages to object to the contents of any certificate or absence of same shall not be deemed a waiver of any or all rights held by the Villages.
 - F. OVAC acknowledges that failure to obtain such insurance constitutes a material breach of contract and subjects it to liability for damages, indemnification, and any and all other legal remedies available to the Villages.
9. Indemnification and Defense
- A. OVAC shall indemnify, defend, and hold harmless the Villages and their respective officers, directors, employees, volunteers, agents, and representatives, from and against any and all costs, losses, liability, claims, and expenses (including reasonable legal fees) incurred in connection with, or arising from, any claim, legal action, or proceeding arising out of the terms of or the services to be performed under the Agreement against the Villages, and/or any such persons so indemnified, by any third party in relation to (i) a breach of any of the representations and warranties made by OVAC, its employees, and/or subcontractors; (ii) a breach of the Agreement by OVAC, its employees, and/or subcontractors; or (iii) the negligence or willful misconduct of OVAC, its employees and/or subcontractors, provided, in each case, that OVAC is notified promptly, in writing, of any such suit, action, or threat thereof and is given full and complete authority, information, and assistance by the Villages for the defense and settlement of the same. This indemnification, defense, and hold harmless shall apply to any willful acts or omissions of OVAC, a subcontractor, anyone directly or indirectly employed

by them, or anyone for whose acts they may be liable.

10. Independent Contractor

A. OVAC is an independent contractor and may neither hold itself out nor claim to be an officer, employee, or subdivision of the Village of Briarcliff Manor Fire Department or the Village of Croton-on-Hudson EMS, nor make any claim, demand, or application to or for any right based upon any different status.

11. Payment.

A. Payments shall be divided into two equal payments. First payment is due on July 1 of each year, and second payment is due on October 1 of each year.

12. Assignment

A. OVAC shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or of its right, title, or interest herein, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Villages.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly signed and executed as of the day and year first above written.

Village of Briarcliff Manor

Ossining Volunteer Ambulance Corps., Inc.

By: _____

By:  5/14/14
Dominic Franzoso
OVAC Captain

Village of Croton-on-Hudson

By:  5/14/14
ABRAHAM J RAMBRAND
VILLAGE MANAGER

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
DECEMBER 3, 2014

2. ABANDONMENT OF EMINENT DOMAIN PROCEEDINGS

WHEREAS, by resolution adopted November 5, 2014, the Briarcliff Manor Board of Trustees set a Public Hearing for November 24, 2014, to (i) consider the acquisition by eminent domain of a temporary construction easement and a permanent use and maintenance easement on property owned by Briarcliff Manor Investors LLC ("BMI"), identified on the Village's Tax Map as Section 98.13, Block 1, Lots 13, 14, 15, and 19 and Section 98.09, Block 1, Lot 29, and commonly known as 150 Lodge Road and the former Kings College Campus ("Contemplated ED Acquisition"), for the purpose of implementing the Village's Public Purpose Infrastructure Improvements Project, i.e. construction of public water and sewer improvements ("Village's Public Purpose Infrastructure Improvements Project") and (ii) inform the public, review the public use and impact on the environment and residents of the locality, and receive public comment regarding the Village's Public Purpose Infrastructure Improvements Project and Contemplated ED Acquisition ("November 2014 ED Public Hearing"); and

WHEREAS, BMI delivered to the Village a certain Water Main And Sanitary Sewer Facilities License Agreement and a certain Water Main And Sanitary Sewer Facilities Easement Agreement which convey to the Village a temporary construction easement and a permanent use and maintenance easement corresponding to those which were the subject of the November 2014 ED Public Hearing and give the Village the land and interests in land necessary for the Village to proceed with the Village's Public Purpose Infrastructure Improvements Project ("License & Easement"); and

WHEREAS, on November 24, 2014, the Board of Trustees opened the November 2014 ED Public Hearing as set, at which time all people wanting to be heard could be heard, heard one public comment from counsel to BMI, and closed the November 2014 ED Public Hearing;

NOW, THEREFORE, BE IT:

RESOLVED, that the Board of Trustees determines that the Village's need for the Contemplated ED Acquisition has been obviated by BMI's delivery of the License & Easement; and be it further

RESOLVED that the Board of Trustees hereby abandons the Contemplated ED Acquisition and any proceedings for the Contemplated ED Acquisition.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
DECEMBER 3, 2014

3. MINUTES

- November 19, 2014 – Regular Meeting
- November 24, 2014 – Special Meeting

Village Board of Trustees
Regular Meeting
November 19, 2014
7:30 p.m.

The Regular Meeting of the Board of Trustees of the Village of Briarcliff Manor, New York was held in the Village of Briarcliff Manor Village Hall, at 1111 Pleasantville Road, Briarcliff Manor, New York on the 19th of November, 2014 commencing at 7:30 p.m.

Present

William J. Vescio, Mayor
Lori A. Sullivan, Deputy Mayor
Cesare DeRose, Jr.
Mark Pohar, Trustee
Mark L. Wilson, Trustee

Also Present

Philip Zegarelli, Village Manager
Christine Dennett, Village Clerk
Clinton Smith, Village Counsel

Village Managers Report by Village Manager Zegarelli

- Potassium Iodide pills are available at Village Hall.
- Village road paving has been completed.
- The Round Hill Road Project is nearing completion and the water customers should be converted back to the regular system shortly.
- Repairs are being done at the pump station.
- Leaf pickup continues
- The second half of Village taxes are due in December by the 31st
- The Community Bonfire and Sing-a-long is on December 7th.

Public Comments

There were no public comments.

Authorize Village Manager to Execute Agreements

Transfer of Organic Waste for Refuse Disposal

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

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an Intermunicipal Agreement with Westchester County for transfer of organic waste for refuse disposal.

Assignment Agreement with Briarcliff Manor Investors (“BMI”)

The Board had general discussion regarding the Public Purpose Project and amended the resolution.

Upon motion by Trustee Pohar, seconded by Deputy Mayor Sullivan, the Board voted unanimously to approve the following resolution as amended:

BE IT RESOLVED, that the Village of Briarcliff Manor Board of Trustees does hereby authorize the Village Manager to negotiate an Assignment of Contract with Briarcliff Manor Investors, LLC (“BMI”), a Delaware limited liability company at 707 Skokie Boulevard, Suite 340, Northbrook, Illinois 60062 for the Village to take assignment of the contract for the Water-Shed Booster Pump component of the Village’s Public Purpose Infrastructure Improvement Project, which component was bid by BMI under a Pump Station Design Build Request Bid and awarded through BMI’s general contractor Andron Construction Corporation to Engineered Fluid, Inc. (EFI), as more particularly described in the purchase order of EFI dated August 2, 2012, a copy of which is annexed to the Assignment of Contract and to negotiate such modifications and revisions to the contract and purchase order as may be in the Village’s interest.

License Agreement with Briarcliff Manor Investors (“BMI”)

Village Attorney Smith stated easements were needed to proceed with the Public Purpose Infrastructure Project and explained the process to allow the work to commence.

Mayor Vescio stated the Village was working towards the same goal with the Applicant however couldn’t guarantee what would happen at a Public Hearing and the public hearings represented parallel courses that would have the same end result.

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

BE IT RESOLVED, that the Village of Briarcliff Manor Board of Trustees does hereby authorize the Village Manager to execute a License Agreement with Briarcliff Manor Investors, LLC (“BMI”), a Delaware limited liability company at 707 Skokie Boulevard, Suite 340, Northbrook, Illinois 60062 to provide the Village with a temporary right of access to BMI’s property identified as Section 98.13, Block 1, Lots 13, 14,15,and19 and Section 98.09, Block 1, Lot 29 for the purpose of installing and constructing the water main facilities and sanitary sewer facilities as part of the Village Public Purpose Infrastructure Improvements Project, and

BE IT FURTHER RESOLVED, that the Village Manager is further authorized to make or accept any change to the License Agreement so long as the change is

not material and adverse to the Village's interests and is acceptable to Village Counsel and Village Engineer in form and substance.

Adoption of Fixed Asset Policy

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

BE IT RESOLVED that Board of Trustees does hereby adopt the following policy:

Village of Briarcliff Manor Fixed Asset Policy

Policy Statement:

The purpose of this policy is to provide guidelines for the physical inventory and reporting controls of Village of Briarcliff Manor (VBM) assets. These assets include, but not limited to, accounting of the assets; meeting financial reporting needs; asset management records keeping; and, where appropriate, the disposal of VBM assets to maximize value for aged, obsolete and/or distressed assets no longer necessary for the operational needs of the VBM.

Policy Purpose:

The intent of this policy is to describe and formulate standard policies required for recording new and existing assets; changes in assets; methodology of record keeping; and, the disposal of assets when the VBM so determines. In addition, this policy is intended to provide a sequence of events for VBM personnel in the safeguarding, accounting for and disposing of VBM assets. New York State Law and VBM accounting standards require that the VBM accurately record and account for capital assets on a routine basis. Because each VBM Department holds and/or is responsible for the use of capital equipment or other such VBM-owned property, this policy outlines the roles and responsibilities in regards to VBM's overall capital assets.

Responsible Party:

The Village Treasurer (and Finance Department) shall be the designated responsible party to implement and maintain the Fixed Asset Policy. The Treasurer shall report all findings to the Village Manager and coordinate with the Village Clerk in the documentation of new and disposal of obsolete or excess equipment as so determined by the Board of Trustees (BOT).

Physical Asset Reporting Threshold:

For purposes of this policy, the asset reporting threshold shall be set as the gross cost at the time of acquisition: now established as **\$1,500.00**. However, in the case of volumes of like-types of materials, consumables and/or the storage of like physical assets under the individual **\$1,500.00** purchase threshold, those inventories shall be considered on an aggregate basis and reported as such. Examples of this nature are the aggregate of share fire hydrants, water and sewer pipes etc. Notwithstanding common rates of depreciation, "wear and tear"

and/or useful life or obsolescence, purchase price (including consolidation of parts or equipment enhancements) shall prevail. However, such items as bulk "fire hose" and firefighter clothing are to be reported as a lump sum fiscal year expense but inventoried as to useful life and/or obsolesce. The VBM utilizes straight-line annual depreciation on capital assets.

Physical Inventory of Equipment:

As provided for by a New York State fixed asset control reporting, department heads are to provide a listing of all reportable property by department responsibility and/or area purchased each fiscal year. The acquisition and payment thereafter shall be designated a Fixed Asset (FA) when entered into VBM's financial software. Each department head is to provide the information to the Treasurer who will coordinate the reporting and documentation of all physical inventories. The Initial Effective Date of this policy shall be as of December 1, 2014. Thereafter on the anniversary date, a review of all physical inventories shall be made and reported to the Treasurer. All new purchases and aggregate increases in like inventories shall be recorded at the time of acquisition to ensure that all assets are verified and recorded on the VBM's physical inventories listing. The purpose of this physical inventory is to verify the existence and useful life of the equipment (individually by unit purchase or in the aggregate) as well as to ensure the accuracy of VBM records. Lost, stolen equipment and/or the destruction of VBM equipment by accident or otherwise shall be reported as soon as the loss is known and assessed to the Treasurer and Manager. Unreported discrepancies are to be noted when identified and the Village Manager is to coordinate with all departments to verify the nature of the loss. For purposes of this policy, the Treasurer shall utilize the current VBM accounting system module (that is, the Munis, and any successor system) to maintain all records and adjustments as currently established and standardized for all Department Heads to review. In those cases where the VBM's Munis system may not be appropriate for inventory reporting or control, Excel type spread sheet" documentation may be utilized **with appropriate descriptive captions.**

Disposal of Assets:

Upon review of the December semi-annual inventory, each department head shall determine and recommend to the Village Manager what specific assets are no longer of use for VBM operations. Those assets shall be identified and described as to its original purchase price, current operational and/or functional condition, and determination as to its non-operational need for each department. Those separate items with a purchase price of at least \$25,000.00 shall have an independent, outside appraisal/evaluation completed prior to disposal determination. There may come a time or purpose that an asset has no value or redeemable use. An estimated sale value shall be provided as an indicator of revenue recovery by an independent source outside of a VBM departmental determination. The VBM Treasurer and the VBM Clerk shall coordinate all documentation and provide a listing of all defined disposable assets to the Village Manager as soon as practicable, thereafter. The Village Manager, in keeping with New York State asset control reporting and sound accounting practices,

shall provide a list to the Mayor and Board of Trustees (M/BOT) for their determination as to the need and their approval to dispose of such assets. The M/BOT shall determine the minimum bid price on all items to be disposed and, by formal resolution shall determine the asset listing that shall be disposed of. Unless otherwise provided, the M/BOT resolution shall direct the Village Manager to provide for public notice as to the sale of all identified assets. Unless otherwise determined, all assets are to be sold by sealed bid on an "as is, where is" basis. Where appropriate, minimum base prices will be established and a 10% down payment included in the bid. Public notice and the procedures for sealed bids shall be determined according to standard New York State and municipal accounting standards. The disposal of such assets as determined by the respective department head and the Village Manager are not to be disposed of, gifted, or otherwise abandoned without a resolution by the M/BOT. All bids are to be reviewed by the Village Manager and any/all assets may be withdrawn from the scheduled sale even after publicly noticed for sale.

Disposition and Removal of Equipment:

Upon award of bids, the VBM Clerk shall notify the highest bidder of the bid award and that the equipment is to be paid for from a documented, identifiable payment source such as money order, bank check or bank wire transfer (no cash) within 3 business days. The equipment is to be removed within 5 business days after full payment is verified. If the winning bidder fails to pay in full, the VBM shall be entitled to seize the 10% down payment. The Treasurer shall determine if the next highest bidder meets the requirements of the bid process for the asset to be disposed or not. Upon payment for the bid item, the Village Clerk and Village Treasurer shall update the VBM's inventory records and provide a summary to the Manager. The manager shall report to the M/BOT the results of all sales (or items not bid on) as soon as practical.

Conclusion:

The VBM shall ensure that this policy's effectiveness be monitored and executed as defined. Variances and/or amendments are to be reported to the M/BOT for their resolution and confirmation. This policy shall be renewed at the M/BOT's annual Re-organizational Meeting as proscribed by New York State Village Law and amended as necessary or appropriate.

Fire Department Memberships

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

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approves the membership of **Ryan Lewis** to the Briarcliff Fire Company.

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approves the membership of **Alex Saitta** to the Briarcliff Fire Company.

Board Appointments

Upon motion by Mayor Vescio, seconded by Trustee DeRose, the Board voted unanimously to approve the following resolution:

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby makes the following appointments:

Jack Zimmerman as the Briarcliff Manor School District Member of the Recreation Advisory Committee for a term to expire at noon on the first Monday of April 2015.

Jake Emerick as the Ossining School District Member of the Recreation Advisory Committee for a term to expire at noon on the first Monday of April 2015.

The Board thanked them for volunteering.

Minutes

Upon motion by Trustee Pohar, seconded by Deputy Mayor Sullivan, the Board voted unanimously to approve the minutes of November 5, 2014.

Adjournment

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

Respectfully Submitted By,

Christine Dennett
Village Clerk

Village Board of Trustees
Special Meeting
November 24, 2014
7:30 p.m.

A Special Meeting of the Board of Trustees of the Village of Briarcliff Manor, New York was held in the Village of Briarcliff Manor Village Hall, at 1111 Pleasantville Road, Briarcliff Manor, New York on the 24th of November, 2014 commencing at 7:30 p.m.

Present

William J. Vescio, Mayor
Lori A. Sullivan, Deputy Mayor
Cesare DeRose, Jr.
Mark Pohar, Trustee
Mark L. Wilson, Trustee

Also Present

Philip Zegarelli, Village Manager
Christine Dennett, Village Clerk
Clinton Smith, Village Counsel
Dan Pozin, Village Counsel
David Turiano, Village Engineer

Public Hearing Amending the Third Amended and Restated Special Permit and Tree Removal Permit, Briarcliff Manor Investors LLC and Integrated Development Group LLC (The Club at Briarcliff Manor)

Upon motion by Trustee Wilson, seconded by Trustee Pohar, the Board voted unanimously to open the Public Hearing.

Mr. William Null, Attorney for the Applicant, stated the development of the site would not change and the amendment to the Special Use Permit was consistent with the zoning amendment that was recently made.

Mr. Matt Philips of Briarcliff Manor Investors stated they were working on the timeline for the project but hoped to start construction in late 2015.

Village Manager Zegarelli stated the contractors would meet to have a preconstruction meeting for the Village Public Purpose Project and the work should not conflict with the development of the site.

Village Attorney Smith stated because the amendment to the Special Use Permit would not change the physical project an additional SEQRA review was not necessary.

Upon motion by Trustee Wilson, seconded by Trustee Pohar, the Board voted unanimously to close the Public Hearing.

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

**RESOLUTION OF THE
VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES**

**SECOND MODIFICATION OF THIRD AMENDED AND
RESTATED SPECIAL PERMIT
AND TREE REMOVAL PERMIT
BRIARCLIFF MANOR INVESTORS LLC AND INTEGRATED DEVELOPMENT GROUP LLC**

WHEREAS, on November 6, 2008, the Board of Trustees of the Village of Briarcliff Manor adopted a resolution entitled “Third Amended and Restated Special Permit and Tree Removal Permit, Briarcliff Manor Investors LLC and Integrated Development Group LLC” which was filed in the Office of the Village Clerk of the Village of Briarcliff Manor on November 7, 2008, (the “Third SP Amendment”) ¹; and

WHEREAS, upon the application of Briarcliff Manor Investors LLC and Integrated Development Group LLC, the current owner and proposed developer respectively of the Project Site and the Project (collectively “BMI”) the Board of Trustees, on February 18, 2010, adopted a resolution entitled “First Modification of the Third Amended Special Permit and Tree Removal Permit” relative to the zoning and development density of the Project Site in light of recent re-zoning initiatives in the Village²; and

WHEREAS, by letter dated January 22, 2014, and through subsequent discussions and communications, BMI, requested among other things that the Village Board consider modifying the Project from a CCRC to a Senior Care Community as defined under Section 220-2 of the Village Code, to be operated in accordance with subsection B.4. of such definition in order to permit BMI to broaden its residency offerings to attract a larger senior resident customer base, offering multiple residency agreements to seniors either with or without entrance fee programs and including senior services, all operated as a senior community in accordance with New York State Public Health Law, and limited to residents 55 years of age and older (the “2014 Modifications”); and

WHEREAS, the Third SP Amendment was conditioned on BMI making certain public infrastructure improvements that would serve the Village public at large as well as the Project; and

¹ Capitalized terms that are not otherwise defined in this Resolution shall have the same definition as ascribed to them in the Third Special Permit Amendment.

² A more detailed description of the history of these Resolutions is annexed hereto as Schedule A.

WHEREAS, the existing public infrastructure that was to be replaced by BMI under the Third SP Amendment has deteriorated to such a degree that the Village has heretofore determined (i) that those public infrastructure improvements are required whether or not the Project proceeds, (ii) that the Village can no longer wait for BMI's construction of same, and (iii) that the Village will proceed to make and finance said public infrastructure improvements itself under authority to do so under the State Constitution, Local Finance Law and Village Law. Such improvements, portions of which shall be located on the Project Site, shall be herein referred to collectively as the "Public Purpose Infrastructure Improvements" and which are more particularly described on the spreadsheet annexed hereto and made a part hereof as Schedule B, and include the following categories:

1. Project 1 - Phase 1 Utility Improvements;
2. Project 2 - Water Pump Station and Comfort Station within Club Easement Area,
3. Project 3 - Offsite Sanitary Sewer Including Holbrook Road Lift Station, and
4. Project 4 - 2 Water and Sewer Extensions; and

WHEREAS, the Public Purpose Infrastructure Improvements of Village Project 2, includes: a pumping station and hydro pneumatic tank system designed to serve the residential/domestic water requirements of the Project and the Village's so-called High Zone Water Service Area which is comprised of approximately fifty-two (52) existing private homes and the Trump National Golf Course and Residential Development as presently approved to consist of: eighty-seven (87) dwelling units (i.e., sixteen (16) residential townhouses and seventy-one (71) condominium units), and one (1) clubhouse and six (6) guest suites and provides for the installation of an 8" diameter bypass check valve in a concrete vault at a point to be designated by the Village Engineer in the vicinity of Cypress Lane between the Village's High Zone Water Service Area and Low Zone Water Service Area. Said pumping station and hydropneumatic tank system and check valve are also collectively referred to herein as the Water System Improvement Facilities; and

WHEREAS, the Public Purpose Infrastructure Improvements of Village Project 3, include construction of 800 feet of gravity sewer through private property, a new pump station near Holbrook Road, and 500 feet of force main along Holbrook Road to Scarborough Road to benefit both the Project and the 50-plus surrounding properties (the "Holbrook Road Improvements") and connection of a sewer main in Central Drive in order to eliminate an old section of the public sewer system consisting of 800 feet of 6" and 8" wooden siphon that currently runs through private property between Holbrook Road and Old Briarcliff Road and the Village has acquired or shall acquire all easements and land necessary for same; and

WHEREAS, BMI will grant to the Village such necessary easements for the construction and installation of the Public Purpose Infrastructure

Improvements and entry upon the Project Site by the Village, its contractors, employees, and agents for such purposes; and

WHEREAS, BMI will work closely with the Village and the Village's contractors in coordinating all site construction activities in a manner which will avoid interference with the installation and construction of the Public Purpose Infrastructure Improvements, while enabling BMI to facilitate their own improvements on the private aspects of this Project; and

WHEREAS, BMI has offered to make a voluntary mitigation and contributory payment to the Village in recognition of the Village's completion of the Public Purpose Infrastructure Improvements, the terms of which are set forth herein below; and

WHEREAS, BMI's prior activities in connection with the Project, BMI's current application and the Village's determination to proceed with the Public Purpose Infrastructure Improvements, will result in certain changes to the Third Special Permit; and

WHEREAS, on June 18, 2014, upon application of BMI, the Village of Briarcliff Manor amended Section 220-2 of the Briarcliff Manor Zoning Code and Section 220-6.J. (14) thereof to provide "Senior Care Community" as a newly defined category of use by Special Permit; and

WHEREAS, pursuant to Village Code Section 220-6.J.(14) as so amended, the Board of Trustees is the approving authority for a Senior Care Community and as set forth herein, has conducted this review of the Special Permit in connection therewith; and

WHEREAS, the Board of Trustees duly noticed and held a public hearing on June 18, 2014, in connection with the 2014 Modifications, at which time all those wishing to be heard were given the opportunity to comment; and

WHEREAS, the Board of Trustees referred the application of BMI for this further amendment of the Special Permit for the Project to the Planning Board and the Westchester County Planning Board; and

WHEREAS, by memorandum dated June 11, 2014, the Planning Board responded to the referral recommending approval of same; and

WHEREAS, by letter dated June 16, 2014, the Westchester County Planning Board responded to the referral confirming that there are no County or intermunicipal planning issues of concern to the County Planning Board and that this action is a matter for local determination in accordance with the Village's planning and zoning policies; and

WHEREAS, at the public hearing the Board of Trustees heard statements and presentations from BMI and its representatives; and

WHEREAS, the Board of Trustees wishes to further modify the Third SP Amendment in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The recitals and statements set forth above are adopted and incorporated in these "Resolved" provisions as if fully set forth and resolved herein.
2. The Board of Trustees hereby determines that (i) the proposed modifications to the Third SP Amendment are within the scope of the prior review under the State Environmental Quality Review Act (SEQRA) and they will not have any environmental impact different from those that were previously addressed in the SEQRA review of the Project, and as a result, no further environmental review is required in connection with this further modification of the Third SP Amendment and (ii) this Project, as further amended fully conforms to and complies with all requirements of the Village Code, Section 220-6, Special Permit Use, including Sections 220-6(J)(14)(a) & (b):
3. The special permit approval as set forth in the Third SP Amendment as modified by the First Modification and by this Resolution, and the conditions thereof and herein, in accordance with Village Code Section 220-6, Special Permit Use, runs with the land and binds all current and future owners of the Project Site, their successors, heirs and assigns.
4. Subject to the conditions set forth in this Resolution and otherwise in the approval of the Project and its various components, the Board of Trustees further modifies the Third SP Amendment as follows:
 - a. All references to "CCRC" in the "Resolved" paragraphs of the Third Special Permit Amendment shall be deemed changed to "Village Code 220-2 Senior Care Community – B.4."
 - b. All residents of the Project shall be 55 years of age and older.
 - c. Paragraph 4.d. of the Third Special Permit Amendment is modified to reflect the existing site plan approval of the Planning Board granted on February 14, 2006, as amended by the Planning Board on November 18, 2008.
 - d. Paragraph 4.e. of the Third Special Permit Amendment is modified to add an additional subparagraph iv. to read as follows:
 - iv. Establishing that all residents of the Project shall be age 55 or older.
 - e. Paragraph 4.f.viii. of the Third Special Permit Amendment is modified to: provide that "Provider Antennas" as defined herein, also will be

mounted on the Stealth Monopole; and to note that the Ground Equipment will not be mounted on the Stealth Monopole, but located on the ground nearby.

- f. Paragraph 4.n. of the Third Special Permit Amendment is hereby modified to reflect the following, and otherwise to remain in full force and effect:
 - i. The Village has accepted completion of the Recreation Easement Area referred to in subparagraphs 4.n.i., and 4.n.iv.1.
 - ii. The Village has accepted completion of the Parking Area referred to in subparagraph 4.n.iv.2 relative to the Parking Area only
 - iii. Subparagraph 4.n.iv.2 shall be revised such that construction of the Restroom facilities as described therein shall be deemed a part of the Public Purpose Infrastructure Improvements as defined herein, to be constructed by the Village.
- g. Paragraph 4.o.iii. of the Third Special Permit Amendment is hereby modified to require that any entity having an interest in Developer be an additional insured on the Village's certificate of insurance.
- h. Paragraph 4.q. of the Third Special Permit Amendment entitled "Water System Improvements" is hereby deleted in its entirety and replaced with the following:
 - "The Old Water Tank.** The Developer shall remain responsible at its sole cost and expense for removal of the Old Water Tank from the Project Site."

- i. In Paragraph 4.r., 4.s. and 4.u. of the Third Special Permit Amendment the term “Existing Antennas”, and “Existing Antenna” as used therein shall mean the Provider Antennas and Village Antennas existing on the Old Water Tank as of this date.
- j. Paragraph 4.w. of the Third Special Permit Amendment entitled “Developer’s Additional Requirements regarding Water System Improvement Facilities and the Stealth Monopole Facilities” is hereby modified to acknowledge the satisfaction of subsection i.
- k. Paragraph 4.y. of the Third Special Permit Amendment entitled “Public Water Improvements” is hereby modified to read as follows:

- i. Decommissioning of Dalmeny Road Pump:** That portion of the Public Purpose Infrastructure Improvements designated herein as the Water System Improvement Facilities constructed and installed on the Project Site by the Village will replace the existing Dalmeny Road water pump, and the Village shall disconnect the pumps and pipes. The Developer shall thereupon join the pipes of any main that shall remain in service but has otherwise been severed by disconnection of the pumps. The Developer shall not be responsible for disassembling or disposing of the Dalmeny Road water pump or any related facility, addressing any existing subsurface or other conditions thereat, or otherwise decommissioning the pump.

- ii. Back-up Water Supply for Fire Department:** The Developer shall at its sole cost and expense install as a secondary source of water for fire fighting purposes a reservoir with a minimum capacity of 20,000 gallons in accordance with the Fire Code of the State of New York. In addition, the “Dry Hydrant Detail” indicated on plan drawing C-505 of the Approved Site Plan is to remain as designed and approved.”

- l. Paragraph 4.z.i. of the Third Special Permit is hereby modified to read as follows:

- “Holbrook Road Improvements:** Pursuant to its offer, the Developer has contributed to the Village the sum of \$5,000.00 as reimbursement for the Village obtaining the necessary easements for the Holbrook Road Improvements.”

- m. Paragraph 4.z.iii. of the Third Special Permit is hereby modified to read as follows:

“Restoration of Disturbed Areas: To the extent that the Village disturbs any land area in the course of the work described in this condition of approval, the Village shall reasonably restore any such disturbed area(s) to substantially the condition that existed prior thereto at the Village’s sole cost and expense.”

- n. Paragraph 4.aa. of the Third Special Permit is hereby modified to read as follows:

“Contributory Mitigation Payment for Library and Community Center Improvements: Pursuant to its voluntary offer, BMI shall make a non-refundable mitigation and contribution payment to the Village of Two Million (\$2,000,000.00) Dollars to fund improvements and enhancements of the Village’s library and/or community center including their services, programs and/or facilities, which payment shall be due and payable, prior to and as a condition of the issuance of the First Building Permit.

- o. Paragraph 4.bb. of the Third Special Permit is hereby modified to read as follows:

“Contributory Mitigation Payment for Emergency Equipment: Pursuant to its voluntary offer, BMI shall make a non-refundable mitigation and contribution payment to the Village in the amount of Five Hundred Thousand (\$500,000.00) Dollars to fund the purchase of emergency equipment, which may include, but not be limited to a new fire truck for improved firefighting capability at the Project Site, which sum shall be paid to the Village prior to and as a condition of the issuance of the First Building Permit.”

- p. A new Paragraph 4.oo is hereby incorporated into the Third Special Permit Amendment to read as follows:

“Contributory Mitigation Payment in Recognition of the Village’s Completion of the Public Purpose Infrastructure Improvements: Pursuant to its voluntary offer, BMI shall make a non-refundable mitigation and contribution payment to the Village of Eight Million Seven Hundred Forty Seven Thousand, Eight Hundred Seventy Three and 70/100 (\$8,747,873.70) Dollars in recognition of the Village’s undertaking construction of the Public Purpose Infrastructure

Improvements, as defined in this Second Modification of Third Amended and Restated Special Permit and Tree Removal Permit, and timely completion of same and correspondingly, relief of BMI from the condition that BMI make the Public Purpose Infrastructure Improvements. Said payment shall be made by BMI (i) in a single lump sum or (ii) in thirty (30) semi-annual equal installments of Two Hundred Ninety One Thousand Five Hundred Ninety Five and 79/100 (\$291,595.79) Dollars each, which includes a component for the value of said funds as paid over time, commencing on the date which is ten (10) days from the BMI's receipt of written notice from the Village to commence such payments (the "Commencement Date") but in no event prior to September 1, 2015. Said payments shall be due and payable on the Commencement Date and on each six (6) month anniversary thereof until paid in full. Said payments to the Village shall be utilized and applied by the Village in its sole and absolute discretion. "

- q. Paragraph 8. of the Third Special Permit is hereby modified to read as follows:

"Timing for Issuance of Building Permits: This Special Permit shall not permit construction of any improvements on the Project Site except the Public Purpose Infrastructure Improvements by the Village, and any work to be performed by BMI related thereto, and no building permits or approvals for construction of improvements to the Project Site shall be issued, except with regard to the buildings, structures and/or improvements conforming with the Site Plan Approval, or Amended Site Plan Approval, as the case may be, as granted by the Planning Board and conditions thereof."

- r. Paragraph 9. of the Third Special Permit is hereby modified to recognize the completion and delivery to the Village of the Ballfield.
- s. Paragraph 12. of the Third Special Permit is hereby modified to read as follows:

"Term of Special Permit: Based upon the conveyance of the Recreation Easement to the Village, this Special Permit approval shall not expire. However, Developer and BMI shall not assign their respective obligations under this Special Permit approval, nor assign or otherwise convey any of their respective interests in all or part of the Project and/or the Project Site to a third party or parties, without prior written notice to the Village.

For purposes of this Paragraph 12, the term "assignment" shall be deemed to include without limitation the sale or other transfer of a majority of the shares or other equity interests in either Developer or BMI, in one transaction or a series of related transactions, and shall include any event which by operation of law vests either's interest in any person or entity other than Developer and/or BMI as the case may be."

- t. Except as otherwise modified hereby, all provisions of the Third SP Amendment as modified by the First Modification shall remain in full force and effect.
 - u. This Resolution modifying the Third Special Permit Amendment as modified by the First Modification shall run with the land and be binding upon and inure to the benefit of all current and future owners of the Project Site, their successors, heirs and assigns.
5. The Village may finance the Public Purpose Infrastructure Improvements under its powers to borrow for such improvements under the State Constitution, Local Finance Law, and Village Law and any such borrowing shall be backed by the full faith and credit of the Village. The payments to be made by BMI as set forth in Paragraph 4.p. above shall be utilized and applied by the Village in its sole and absolute discretion but shall in no way be made in connection with any Village borrowing to finance the Public Purpose Infrastructure Improvements.

SCHEDULE A

SECOND MODIFICATION OF THIRD AMENDED AND RESTATED SPECIAL PERMIT AND TREE REMOVAL PERMIT BRIARCLIFF MANOR INVESTORS LLC AND INTEGRATED DEVELOPMENT GROUP LLC

BACKGROUND

A. Special Permit Approval

1. By resolution filed in the Office of the Village Clerk of the Village of Briarcliff Manor on June 12, 2003 (the "Special Permit Resolution"),³ the Village of Briarcliff Manor Board of Trustees granted a Special Permit and a Tree Removal Permit to Barrington Venture LLC and The Garlands of Briarcliff Manor, LLC (collectively, "Barrington") for construction and operation of a Continuing Care Retirement Community ("CCRC") comprised of a mix of independent living, assisted living and skilled nursing units to accommodate a maximum of 550 residents (the "Project") to be located on the approximately 58.91 acre parcel of land that was formerly the campus of The Kings College in the Village (the "Project Site"); and

B. Project Site

2. The Project Site, which is identified on the Village's Tax Map as 98.13-1-13, 14, 15, and 19 and 98.09-1-29 and was formerly shown as Section 4.17, Block 11, Lots 4.D, 36 and 50 and Section 4.18, Block 11, Lots 2 and 13 is located in the central portion of the Village of Briarcliff Manor in the west-central portion of Westchester County, New York and is situated north of Scarborough Road with direct access provided from Scarborough Road, Central Drive, and Lodge Road; and

3. The Project Site was originally zoned R-60A, Single Family Residence but since the adoption of the Special Permit Resolution, was re-zoned R-80A, Single Family Residence; and

4. The Village owns a small parcel of land measuring approximately 52 feet by 52 feet located within the Project Site south of the former Main Lodge building (the "Village Parcel"), upon which stands a ±150,000 gallon water tank (the "Old Water Tank") and related facilities which shall be conveyed to BMI pursuant to this Approval; and

5. Several easements that benefit the Village traverse the Project Site (the "Village Easements"), and they include easements: (a) granting access to

³ Capitalized terms that are defined in the Special Permit Resolution and used but not defined in this Resolution have the same definition in this Resolution as they are given in the Special Permit Resolution.

the Village Parcel, (b) permitting the planting of landscaping around the Village Parcel, (c) granting the right to obtain electrical power and telephone service from the existing facilities on the Project Site to serve the Village Parcel, and (d) allowing construction, maintenance, and replacement of a water line connecting to the Village Parcel from property adjoining the subject Project Site to the east; an

6. In addition to the Village Easements, other easements that benefit adjacent properties traverse the Property site, and they include easements (a) for the benefit of property now 100 Lodge Road, that is for sewer service, 10 feet wide, and runs through the Project site and connects to the said property in the northern portion of the Project Site near Lodge Road, the maintenance of which is the responsibility of the owner of 100 Lodge Road and (b) for the benefit of the 100 Lodge Road that is for access and runs through the Project Site from the southerly end of the Lodge Road and connects to a driveway on the 100 Lodge Road; and

C. Village Authority

7. Pursuant to Village Code Section 220-6(J)(14), the Board of Trustees is the approving authority for a CCRC and has conducted the review of the Special Permit issued in connection therewith; and

8. Pursuant to Village Code Section 202-4, the Board of Trustees is the approving authority for the regulation and preservation of trees within the Village of Briarcliff Manor, and governs the issuance of permits for tree cutting and removal, with applications for permits to conduct such regulated activities being regulated in Section 202-3.A(2) thereof; and

9. In this case approval by the Board of Trustees of the Special Permit included action related to the Tree Removal Permit or Tree Protection Plan as provided in said Chapter 202 of the Village Code (the "Tree Removal Permit"), based upon a recommendation from the Planning Board, which Tree Removal Permit constituted an integral part of the Special Permit Resolution; and

D. SEQRA

10. The Project has been subject to a coordinated review under the New York State Environmental Quality Review Act ("SEQRA") by the Village of Briarcliff Manor Planning Board (the "Planning Board") as the Lead Agency, which included the preparation of a Draft Environmental Impact Statement ("DEIS") and a Final Environmental Impact Statement ("FEIS"); and

11. The Planning Board addressed the Project's conformance to the general Special Permit standards of the Village's Zoning Law in the FEIS and found that the Project conforms to and furthers the intent of the requirements of those standards and further that the Project more particularly conforms to the

Special Permit standards of the zoning established for CCRC use under Village Code Section 220-6(J)(14); and

12. The Board of Trustees has participated in the SEQRA review of the Project as an Involved Agency throughout the course of the review; and

13. The Planning Board as Lead Agency adopted a Findings Statement dated April 28, 2003, which concluded that significant adverse impacts identified had been satisfactorily minimized or mitigated to the maximum extent practicable subject to certain project modifications; and

14. As an Involved Agency and in accordance with the requirements of Part 617 of the SEQRA regulations, the Board of Trustees adopted its own Environmental Findings Statement dated May 29, 2003; and

E. First Special Permit Amendment

15. On March 17, 2005 the Board of Trustees formally referred to the Planning Board an application submitted by CC-Briarcliff LLP and/or CC-Briarcliff Inc., as the case may be, and Classic Residence by Hyatt (collectively "Hyatt"), which entities were then contract-vendee(s) and developer(s) of the Project Site and which application sought to amend the Special Permit Resolution with the following modifications collectively referred to herein as "First SP Modifications" to:

- a) Utilize a pumping, hydropneumatic tank, and check valve system to supply water to the Project Site and the area of the Village served by the Old Water Tank (the "Water System Improvement Facilities") and eliminate the need to replace the Old Water Tank with the previously approved New Water Tank, and
- b) Install a stealth monopole, designed to appear as an approximately 160-foot tall evergreen tree (the "Stealth Monopole"), rather than constructing the New Water Tank, as a structure on which to relocate the Briarcliff Manor Police and Fire Department radio communication antennas presently located on the Old Water Tank (the "Village Antennas"), and other telecommunications antennas that may be located on the Old Water Tank ("Provider Antennas"), with appurtenant telecommunications equipment boxes (the "Ground Equipment") being relocated to a structure to be situated near the Stealth Monopole such Stealth Monopole facilities to include wireless telecommunications facilities that could have been in the future mounted on the Old Water Tank and located on the ground of the Village Parcel, including those of new or additional telecommunications companies and their associated Ground Equipment ("Future Antennas") (collectively the "Stealth Monopole Facilities"); and

16. Upon separate application of Hyatt, the Planning Board on April 12, 2005, approved a temporary sales center for the Project in accordance with the Zoning Law and adopted a Resolution entitled, "CC-Briarcliff LLP - Classic

Residence by Hyatt, Temporary Sales Office - Resolution of Site Plan Approval for a Temporary Facility;" and

17. On August 9, 2005, the Planning Board as Lead Agency relative to the First SP Modifications adopted a Negative Declaration in accordance with SEQRA regarding the proposed amendment to the Special Permit Resolution, and on August 26, 2005, adopted Amended Lead Agency Findings; and

18. In connection with the proposed First SP Modifications, the Board of Trustees opened and held a public hearing on September 8, 2005, at which an Amended Environmental Findings Statement under SEQRA was adopted, which addressed the impacts associated with the First SP Modifications; and

19. On September 15, 2005, the said public hearing was continued , at which time, the Board of Trustees adopted a resolution amending the Special Permit Resolution entitled "Resolution of the Village of Briarcliff Manor Board of Trustees, Amended Special Permit CC-Briarcliff LLP and Classic Residence by Hyatt (formerly Barrington Venture LLC and the Garlands at Briarcliff)" to permit the First SP Modifications (the "First SP Amendment"); and

F. Second Special Permit Amendment

20. In November 2005, Hyatt proposed certain program and design changes, modifications to operational features and technical amendments to the Special Permit Resolution and First SP Amendment, including but not limited to the following (the "Second SP Modifications"):

- a) No surround-sound theater would be required;
- b) Three (3), rather than twenty (20), guest suites;
- c) No Pavilion or Formal Garden Area with formal hedges would be required, but a less formal landscaping scheme would be implemented;
- d) No Reforestation Plan in the area of the ballfields would be required, although supplemental landscaping would be required therein to the extent it would not interfere with the provision of the playing fields;
- e) No Performing Arts Center would be required, although the Lodge Room would be constructed and access to the public would be provided to the assembly rooms as initially provided in the Special Permit Resolution;
- f) Reduced parking and authorization for both valet parking (for up to 90 vehicles) and tandem parking would be implemented;
- g) Parking by the public within the CCRC and beyond the Recreation Easement would not be required;
- h) On-site emergency call system would continue to be required, but not need to be based upon a telephone network;
- i) Any dredging or clearing of Lodge Pool would be subject to review by, and issuance of a permit from New York State Department of Environmental Conservation ("NYSDEC");
- j) Elimination of the requirement that an on-site concrete batch plant be utilized in the construction of the Project;

- k) No dry hydrant at the Dalmeny Pump Station would be required, but a dry fire line would be provided in the vicinity of the intersection of the Project Site and Lodge Road;
- l) The Dalmeny Water Pump would not be replaced; and
- m) The Developer would design the water pump for the Water System Improvement Facilities; and

21. The Board of Trustees held a duly noticed public hearing concerning the Second SP Modifications on December 1, 2005, and continued to December 15, 2005, at which time all those wishing to be heard were provided an opportunity to comment; and

22. On December 13, 2005, the Planning Board adopted a Further Amended Findings Statement under SEQRA which addressed impacts that may arise in connection with the Second SP Modifications; and

23. On December 15, 2005, the Board of Trustees adopted a Resolution further amending the Special Permit Resolution and the First SP Amendment, entitled "Resolution of the Village of Briarcliff Manor Board of Trustees, Second Amended Special Permit, CC-Briarcliff LLP and Classic Residence by Hyatt (formerly Barrington Venture LLC and The Garlands of Briarcliff)", which approved the Second SP Modifications (the "Second SP Amendment"); and

24. On February 14, 2006, the Planning Board adopted a Resolution (the filing date of which was March 3, 2006) entitled, "CC-Briarcliff LLP - Classic Residence by Hyatt: Resolution of Site Plan, Steep Slopes and Wetlands Permit Approval" for the construction of the Project as it had been amended during the previous Special Permit, First SP Amendment and Second SP Amendment reviews conducted by the Board of Trustees (the "Site Plan Resolution"), and as detailed on the various plans submitted to the Planning Board; and

25. In August 2006, Hyatt advised the Board of Trustees that it was withdrawing from pursuing the Project; and

G. Third Special Permit Approval

26. On November 28, 2007, Briarcliff Manor Investors LLC and Integrated Development Group LLC, the owner and proposed developer respectively of the Project Site and the Project (collectively "BMI") submitted an application to the Board of Trustees to amend the Special Permit, First SP Amendment and Second SP Amendment to facilitate the redesign and reconfiguration of the Project to construct, maintain and operate the CCRC in accordance with a new site plan and pursuant to Article 46A of the Public Health Law of the State of New York (the "Third SP Modifications"); and

27. The Third SP Modifications include the following changes to the Project, among other things:

- a) Reducing the size of the Supportive Living Center (formerly designated by Hyatt as the Health Center, or Care Center) from 70 to 60 units and from approximately 71,816 s.f. to approximately 49,635 s.f. (the "Supportive Living Center");
- b) Relocating the Supportive Living Center from the lower portion of the Project Site (the "Lower Village") to the upper portion of the Project Site (the "Upper Village") in order to:
 - i. Provide residents of the Supportive Living Center a home closer and with more convenient accessibility to their spouses and neighbors living in the independent living units in the Upper Village;
 - ii. Allow for greater operating efficiencies for the CCRC staff; and
 - iii. Eliminate the need to construct a connecting pedestrian bridge and elevator structure between the Supportive Living Center and the Main building in the CRbH Site Plan;
- c) Reducing the size of the Main Independent Living buildings (collectively, the "Main Building") from approximately 613,915 s.f. to approximately 501,442 s.f.;
- d) Eliminating the below-building parking to reduce blasting and, instead, constructing a parking structure adjacent to the Main Building in the Upper Village;
- e) Providing a mix of 325 Independent Living Units ("ILUs") that will include 288 ILUs in the Main Buildings and 37 ILUs in Villas in the Lower Village (as compared to only 27 Villas provided in the Hyatt Site Plan);
- f) Eliminating any Guest Suites (where Hyatt had provided 3 Guest Suites);
- g) Providing a new free-standing Pool/Spa building comprising approximately 28,020 s.f. (the "Spa & Wellness Center");
- h) Modifying the size of the multi-purpose community room and common space, while preserving the Lodge Room;
- i) Relocating of Stealth Monopole Facilities slightly southerly within Upper Village;
- j) Providing approximately 602 parking spaces by a combination of self-park, tandem and valet spaces with some overflow reserve valet parking and land-banked parking areas;
- k) Providing two tennis courts in the Lower Village for use by the CCRC residents; and

28. The Third SP Modifications were referred by the Board of Trustees to the Planning Board, which forwarded its recommendations thereon; and

29. Thereafter, certain additional changes to the Project were requested by BMI, including permitting twenty (20) of the ILUs to be constructed to a size greater than the "900 square feet or less" limitation of the Special Permit, provided such units are less than approximately 1,000 square feet in livable area to be more affordable to individuals; and

30. On July 8, 2008, the Planning Board adopted a Further Amended Lead Agency Findings Statement under SEQRA in connection with the Third SP Modifications and the additions thereto noted above; and

31. The Board of Trustees duly noticed and held a public hearing on October 16, 2008, in connection with the Third SP Modifications and the additions thereto noted above, at which time all those wishing to be heard were given the opportunity to comment at which BMI and their representatives submitted additional plans including (i) Overall Site Plan, C-100 drawing of Perkins Eastman dated April 8, 2008, and (ii) Section Comparison, Elevation Comparison, and Cell Tower and Accessory Building drawings of Perkins Eastman dated October 14, 2008 and

32. On November 6, 2008, the Board of Trustees adopted a Resolution of Third Amended and Restated Special Permit and Tree Removal Permit (the "Third SP Amendment"), relative to the Third SP Modifications as detailed therein, in connection with the construction and operation of a CCRC, which Project is comprised of a mix of independent living, assisted living and skilled nursing units to be located on the approximately 58.91 acre Project Site; and

33. On November 18, 2008, the Planning Board adopted a resolution entitled, "Briarcliff Manor Investors LLC and Integrated Development Group LLC: Resolution of Amended Site Plan, Steep Slopes and Wetlands Permit Approval (the "Amended Site Plan Resolution") amending the Site Plan Resolution relative to the Third SP Modifications; and

H. First Modification of Third Special Permit Approval

34. After a comprehensive re-zoning in the Village resulted in the change of the zoning of the Project Site from R60A to R80A, BMI submitted an application to the Board of Trustees, on February 18, 2010, whereupon the Board of Trustees adopted a resolution entitled "First Modification of the Third Amended Special Permit and Tree Removal Permit" (the "First Modification") providing for the following:

- a) During the period commencing January 1, 2010, and ending on December 31, 2015 ("Interim Period"), in connection with any residential development on the Project Site, BMI shall be entitled to a development density calculation on the basis of the Village's R60A Zoning regardless of the classification of the zoning district in which the Project Site is located; and
- b) In calculating the permitted development density during the Interim Period, the Recreation Parcel shall be considered part of the Project Site and counted towards meeting the recreation set-aside required under the Village Code; and

SCHEDULE B

**SECOND MODIFICATION OF THIRD AMENDED AND
RESTATED SPECIAL PERMIT
AND TREE REMOVAL PERMIT**

BRIARCLIFF MANOR INVESTORS LLC AND INTEGRATED DEVELOPMENT GROUP LLC

<u>VILLAGE PUBLIC PURPOSE INFRASTRUCTURE IMPROVEMENTS</u>	
<u>VM 1.0 PHASE 1 UTILITY IMPROVEMENTS</u>	
Item	Description
<u>Design and Construction Phase Services</u>	
1.1A	Prepare Bid Package - Plans, specifications, revisions to DOH approvals due to phasing changes, meetings with Village
1.1A.1	Survey of as-built conditions for parking lot, entrance road, etc.
1.1B	Bid Phase Support
1.1C	Construction Phase Services - Shop Drawings, RFI, project meetings, observe testing, site visits
1.2	Village Construction Services including inspections, as- built and project closeout Reimbursable Cost- Printing, etc.
<u>Construction Phase</u>	
1.3	Water main intake from Scarborough Road to pump station
1.4	Water main intake from Scarborough Road to pump station
1.5	Water pump station to discharge main to existing entrance road
1.6	8" Check valve in pit in Cypress Lane between High Service Zone and Low Service Zone
1.7	Water tank disconnect and miscellaneous piping work at Dalmeny Road pump house
1.8	Scarborough Road to Restroom Building - Sewer
1.9	Water Main from Pump House to Comfort Station
1.10	Allowance for Rock Excavation
1.11	Wet Tap
1.12	Road Patch
1.13	Meter Pit

VILLAGE PUBLIC PURPOSE INFRASTRUCTURE IMPROVEMENTS
VM 2.0 WATER PUMP STATION AND COMFORT STATION

Item	Description
<u>Design and Construction Phase Services</u>	
2.1A	Civil Package - Grading, Sediment control, Paving, Coordination of all other consultants
2.1A.1	Architectural design services, including approvals and bid package preparation, Electrical Design, ConEd Service, Generator, Plans, Specifications, Coordination with ConEd, Architectural/Engineering Design Service during construction including inspections, as-built and project close-out
2.1.B	Bid Phase Support
2.1.C	Engineering/Architectural design service during construction including inspections, as-built and project closeout, Arch/MEP included in 2.1
2.2	Village Engineering design service during construction including inspections, as-built and project closeout
<u>Construction Phase</u>	
2.3	Prepackaged pump station EFI Cost Start-up and Testing
2.4	Architectural/MEP building surround and foundations Comfort Station Pump House, includes generator
2.5	Site Work including connection to water intake mains built by others, grading, sediment control, repaving parking lot. Site Work, final sidewalk, minor landscaping
2.6	Electric Service Scarborough Road to Pump House Pump House to Comfort Station

**VILLAGE PUBLIC PURPOSE INFRASTRUCTURE IMPROVEMENTS
VM 3.0 OFFSITE SANITARY SEWER INCLUDING HOLBROOK ROAD LIFT STATION**

Item	Description
Design and Construction Phase Services	
3.1A	Prepare Bid Package - Plans, specifications, revisions to DOH approvals, meetings with engineers
3.1B	Design of Village Sewer - Survey , Plans, DOH approval specifications, meetings with engineers
3.1C	Design of Village Pump Station - Design, DOH approval, architectural design
3.1D	Bid Phase Support
3.1E	Construction Phase Services - Shop Drawings, RFI, project meetings, observe testing, site visits
3.2	Construction Phase Services - Full time field inspections as directed by the Village
Construction Phase	
3.3	Lift Station construction complete, including site work, walls, etc.
3.4	Force Main from Pump Station
3.5	Replacement of wooden siphon through Irani property with gravity piping
3.6	Replacement of third leg of siphon along Holbrook Road
3.7	Allowance for Rock Excavation

VILLAGE PUBLIC PURPOSE INFRASTRUCTURE IMPROVEMENTS VM 4.0A PHASE 2 WATER AND SEWER EXTENSIONS	
Item	Description
<u>Design and Construction Phase Services</u>	
4.1A	Prepare Bid Package - Plans, specifications, revisions to DOH approvals due to phasing changes, meetings with engineers
4.1B	Bid Phase Support
4.1C	Construction Phase Services - Shop Drawings, RFI, project meetings, observe testing, site visits
4.2	Village Engineering design service during construction including inspections, as-built and project closeout
<u>Construction Phase</u>	
4.3	New water main ("F" Line) The Club lower Village to Central Avenue
4.4	Class 52 water main - dry fire line from Lodge pool to The Club's upper Village
4.5	Sewer from Lodge Road to Central Avenue
4.6	Allowance for Rock
4.7	Wet Tap
4.8	Road Patch

Mr. William Null thanked the Board formally and stated they would release the documents held in escrow.

Public Hearing to consider the acquisition of a temporary construction easement and permanent use and maintenance easement by eminent domain and inform the public, review the public use and impact on the environment and residents of the locality, and receive public comment regarding the same. The property on which the easements shall be located is known as 150 Lodge Road, is identified on the Village's Tax Map as Section 98.13, Block 1, Lots 13, 14, 15, 19 and Section 98.09, Block 1, Lot 29, is commonly known as the former Kings College Campus, and is currently owned by Briarcliff Manor Investors LLC.

Mayor Vescio stated to stay in keeping with past practices the Board would open the public hearing but would not pursue it.

Upon motion by Deputy Mayor Sullivan, seconded by Trustee DeRose, the Board voted unanimously to open the Public Hearing.

There were no public comments.

Upon motion by Trustee Wilson, seconded by Trustee Pohar, the Board voted unanimously to close the Public Hearing.

Village Attorney Smith stated he would prepare a formal resolution abandoning the proceeding.

Mr. William Null stated the easements were granted voluntarily.

Adjournment

Upon motion by Trustee Wilson, seconded by Trustee Pohar, the Board voted unanimously to adjourn the special meeting at 7:45pm.

Respectfully Submitted By,

Christine Dennett
Village Clerk