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AGENDA
JUNE 18, 2014
BOARD OF TRUSTEES
VILLAGE OF BRIARCLIFF MANOR, NEW YORK
REGULAR MEETING – 7:30 PM

1. Public Hearings for the consideration of
 - a) Amending Section 220-2 of the Zoning Ordinance of the Village of Briarcliff Manor, New York to list Senior Care Community as a Special Permit Use within Residence Districts Subject to Special Standards and Requirements; and
 - b) 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)

Board of Trustees Announcements

Village Managers Report

Public Comments

2. Award of Bid
 - a) Residential Street Lighting Upgrades
 - b) Traffic Signal Upgrades
 - c) Water Pump Station and Comfort Station – Electrical
 - d) Cement Lining – Round Hill Road
3. Adoption of Capital Budget FY 14-15
4. Direct Village Counsel to File Litigation
5. Authorize Village Treasurer to Make Salary Adjustments for Non-Union Personnel
6. Authorize Village Manager to Execute an Easement Agreement – Briarcliff Manor Investors (BMI)
7. Minutes
 - May 21, 2014 – Regular Meeting
 - June 4, 2014 – Regular Meeting

NEXT REGULAR BOARD OF TRUSTEES MEETING – JULY 2, 2014

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JUNE 18, 2014

**1A. PUBLIC HEARING AMENDING SECTION 220-2 OF THE ZONING
ORDINANCE OF THE VILLAGE OF BRIARCLIFF MANOR, NEW YORK**

BE IT RESOLVED that the proposed local amending Section 220-2 of the Zoning Ordinance of the Village of Briarcliff Manor, New York to list Senior Care Community as a Special Permit Use within Residence Districts Subject to Special Standards and Requirements is hereby adopted.



VILLAGE OF BRIARCLIFF MANOR PLANNING BOARD

To: Mayor William Vescio and the Village Board of Trustees
From: Village Planning Board
Date: June 11, 2014
Subject: Zoning Text Amendment – Section 220-2
Senior Care Community
Recommendation to the Village Board of Trustees

As per your referral, the Planning Board at its meetings of June 10, 2014, considered draft legislation to add to Section 220-2 of the Village Zoning Ordinance a new definition, “Senior Care Community,” and to add Senior Care Community as a special permit use in the Village under Section 220-6.J.14, as amended.

The Planning Board hereby recommends that the BOT approve the said draft legislation

Sincerely,

Edward Nolan, Chairman

cc: Philip Zegarelli, Village Manager
David Turiano, Building Inspector
Clinton Smith, Esq.
Daniel Pozin, Esq.
Sarah Yackel, BFJ

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JUNE 18, 2014

- 1B. 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)



VILLAGE OF BRIARCLIFF MANOR PLANNING BOARD

To: Mayor William Vescio and the Village Board of Trustees

From: Village Planning Board

Date: June 11, 2014

Subject: The Club at Briarcliff Manor – Recommendation to the
Village Board of Trustees Regarding Amended Special Permit Approval

As per your request and pursuant to Village Code Section 220-6(C), the Planning Board has reviewed the above application for Amended Special Permit Approval. Upon reviewing the matter in detail at its meeting of June 10, 2014, the Planning Board finds no issues effecting the Planning Board's continuing jurisdiction or its prior approvals for the Project.

Accordingly, the Planning Board hereby recommends that the BOT approve the Application for Amended Special Permit approval. Although the Planning Board was Lead Agency under SEQRA for the Project, we suggest that the BOT perform its own SEQRA review as an uncoordinated review.

Sincerely,

Edward Nolan, Chairman

cc: Philip Zegarelli, Village Manager
David Turiano, Building Inspector
Clinton Smith, Esq.
Daniel Pozin, Esq.
Sarah Yackel, BFJ

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JUNE 18, 2014

2A. AWARD OF BID – RESIDENTIAL STREET LIGHTING UPGRADES

WHEREAS the Village received 5 bids for the Residential Street Lighting Upgrades Project (VM-1314-15); and

NOW, THEREFORE, BE IT RESOLVED that the bid for the Residential Street Lighting Upgrades Project (VM-1314-15) is hereby awarded to Talt Electric with their bid proposal of \$75,250 which will be charged to budget code H.5182.201.14481.

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with Talt Electric for said project.



MEMORANDUM

May 13, 2014

To: Philip E. Zegarelli – Village Manager

From: David J. Turiano, P.E. DAVJT

Re: **VM-1314-15 – Residential Street Lighting Upgrades**

P2

Bids were opened on May 1, 2014 at 11:00 a.m. for the above referenced project. Present at the bid opening was David J. Turiano, Village Engineer, Philip E. Zegarelli, Village Manager, and Sonja Goldstein-Suss. Five (5) bids were received (see the bid tabulation below).

The scope of work included the installation of residential street lighting and all other appurtenances as shown on the drawings and specifications. These street lamps and poles replace the older style whose wood components are failing. The bids were item quantity based for the installation of a single lamp and post, installed, at a unit cost of \$5,375.00 each for 14 installations totaling to \$75,250.00.

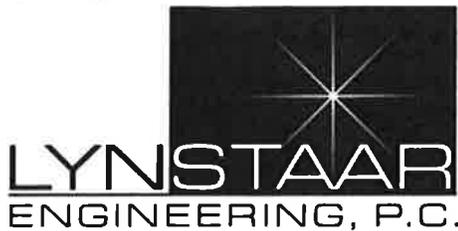
Bidder	Bid Amount
Talt Electric	\$ 75,250.00
Shock Electrical Contractors, Inc.	\$ 75,978.00
PRM Electric Inc.	\$ 86,800.00
Verde Electric	\$ 95,848.06
F.A. Burchetta Co., Inc.	\$ 97,650.00

The bids were reviewed by the Village's consulting engineer, Lynstaar Engineering, in the attached May 13, 2014 Memorandum. The low bidder is Talt Electric with a bid amount of \$75,250.00. Talt Electric has successfully completed the following projects for the Village: Full Water Supply Project, street lighting on North State Road; SCADA Phase I upgrades, and lighting upgrades for the Village municipal building.

Funds are available under Street Lighting in Code H5182.201.14481 with a remaining balance of \$37,574.81, and future borrowing of \$40,000.00 will cover the balance from the 14/15 capital list, not yet approved. The Village combined both projects to achieve better economy of scale pricing.

Based on the above, I recommend that the Village award the contract to Talt Electric of New Rochelle, New York in the amount of \$75,250.00.

Please feel free to contact me if you have any questions with the above.



May 13, 2014

David J. Turiano, P.E.
Building/Engineering Department
Village of Briarcliff Manor
1111 Pleasantville Road
Briarcliff Manor, NY 10510

Re: VM-1314-15
Installation of Residential Street Lighting
Contract Recommendation of Award

There were five (5) bids favorably received on May 1, 2014 for the above referenced project. In review of these bids, the present low bid is \$75,250.00 for the base bid lump sum, \$5,375.00 per unit item. Bids range from the low of \$75,250 to \$97,650 and two bids were below the Engineer's estimate of \$77,000. Please see the bid summary attached.

We have contacted the apparent low bidder, Talt Electric, and they have taken no exceptions to the plans and specifications in submitting their bid. Andy Gonzalez of Talt Electric, has indicated to us he intends to supply the specified equipment and associated labor and materials for their lump sum bid of \$75,250. Talt Electric has successfully completed several past projects for the Village of Briarcliff Manor, including the municipal building exterior lighting designed by LynStaar. Based on this, we recommend Talt Electric be awarded the contract for the Installation of Residential Street Lighting in the amount of \$72,250.00.

Should you have any questions or concerns, please do not hesitate to contact us.

Sincerely,
LynStaar Engineering, P.C.

A handwritten signature in black ink, appearing to read "John Dulak".

John Dulak
Senior Electrical Engineer
Enclosure

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JUNE 18, 2014

2B. AWARD OF BID – TRAFFIC SIGNAL UPGRADES

WHEREAS the Village received 4 bids for the Traffic Signal Upgrades Project (VM-1314-11); and

NOW, THEREFORE, BE IT RESOLVED that the bid for Traffic Signal Upgrades Project (VM-1314-11) is hereby awarded to Verde Electric Corp. with their bid proposal of \$78,850 which will be charged to budget code H.3120.201.13381.

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with Verde Electric Corp. for said project.



MEMORANDUM

June 12, 2014

To: Philip E. Zegarelli – Village Manager
From: David J. Turiano, P.E. *David J. Turiano*
Re: **VM-1314-11 – Traffic Signal Upgrades –
Buckhout & Pleasantville Roads**

*copy to
M/BOT*

P2

Bids were opened on April 29, 2014 at 11:00 a.m. for the above referenced project. Present at the bid opening was David J. Turiano, Village Engineer, and Sonja Goldstein-Suss. Four (4) bids were received (see the bid tabulation below).

The scope of work included installation of traffic signal upgrades at Pleasantville and Buckhout Roads, including new pedestrian signals and certain grading work to allow for the new poles and related infrastructure.

Bidder	Bid Amount
Verde Electric Corp.	\$ 78,850.00
Power Line Constructors, Inc.	\$126,611.85
Binghamton Road Electric LLC	\$147,978.00
Ray S. Pantel Inc.	\$199,000.00

The bids were reviewed by the Village's consulting engineer, Jose A. Matos of TRC Engineers, Inc., in his June 11, 2014 letter, copy attached. The low bidder is Verde Electric Corp. with a bid amount of \$78,850.00. The Department's office contacted several references including Charlie D'Amato of the NYSDOT and Ben Theodore of the NYSDOT. In both instances, the work performed related to upgrades and replacements to existing traffic signals. Mr. D'Amato commented that "you can't go wrong with them" and Mr. Theodore advised that contractor is very good to work with and very knowledgeable.

Considering the difference between Verde Electric Corp. and the next lowest bidder, my Department met in the field with both Verde and the engineer of record on Wednesday, June 4, 2014. The purpose of the meeting was to review the scope of work. Immediately after the meeting, the Estimator from Verde called me to advise that he made a

mathematical error in the bid. Although he said he would advise me immediately if Verde was to withdraw the bid. As of this writing, the Village has not been so advised of any bid withdrawal and considering that two weeks have passed, it is apparent that they are not withdrawing their bid.

Funds are available under Facilities in Code H3120.201.13381 in the amount of \$31,357.00, and future borrowing of \$100,000 will cover the balance from the 14/15 capital list, not yet approved.

Based on the above, I recommend that the Village award the contract to Verde Electric Corp. of Mt. Vernon, New York in the amount of \$78,850.00.

Please feel free to contact me if you have any questions with the above.

Attachment



7 Skyline Drive
Hawthorne, NY 10532

June 11, 2014

David Turiano, P.E.
Village Engineer
Village of Briarcliff Manor
111 Pleasantville Road
Briarcliff Manor, NY 10510

Re: Bid Review
Traffic Signal Installation
Pleasantville Road/Buckhout Road
Briarcliff Manor, New York

Dear Mr. Turiano:

As requested, TRC Engineers, Inc. (TRC) has reviewed the Bids received by the Village including the Bid from Verde Electric Maintenance Corp. for the installation of a new traffic signal for the intersection of Pleasantville Road and Buckhout Road. Verde Electric has the lowest bid. The Bid is reasonable and based upon a review of the documents submitted and the Village's and TRC's previous experience with Verde Electric, we recommend that the Village award the project to Verde Electric.

If you have any questions on the attached, please call.

Very truly yours,

TRC Engineers, Inc.

Jose Matos, P.E.
Senior Project Manager

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JUNE 18, 2014

**2C. AWARD OF BID – WATER PUMP STATION AND COMFORT STATION
- ELECTRICAL**

WHEREAS the Village received 5 qualified bids for the Water Pump Station and Comfort Station, Electrical Project (VM-1314-4); and

NOW, THEREFORE, BE IT RESOLVED that the bid for Water Pump Station and Comfort Station, Electrical Project (VM-1314-4) is hereby awarded to F.A. Burchetta Co., Inc. with their bid proposal of \$360,820 which will be charged to budget code H.8397.201.PPVM4.

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with F.A. Burchetta Co., Inc. for said project.



MEMORANDUM

Copy to M/BOT
for update +
Review

P2

June 12, 2014

To: Philip E. Zegarelli – Village Manager
From: David J. Turiano, P.E. *DAVID*
Re: Water Pump Station & Comfort Station
VM-1314-4 MEP – Electrical

Bids were opened on May 29, 2014 at 11:00 a.m. for the above referenced project. Present at the bid opening were David J. Turiano, P.E., Philip E. Zegarelli, Village Manager, and Gerald Quartuccio, Assistant Building Inspector. This project is the second of several to be let under the Bond for Public Improvements. The overall project titled “Water Pump Station & Comfort Station VM 1314-4” was bid as three prime contracts, in accordance with Wicks Laws, one contract each for General Construction work, Electrical work, and Plumbing work. This recommendation is for the electrical contract only: VM 1314-4E.

Six (6) bids were received; however, five (5) were reviewed and deemed to qualify. The sixth bid received from RJL Electrical was disqualified as the required bid bond was not supplied by the bidder. The bid tabulation for the five (5) bids is noted below.

The Project includes the electrical work relative to the construction of a comfort station, architectural enclosure and emergency generator for water pump station, electrical service, site grading, drainage, paving and connection of water and sewer infrastructure for the water pump station and comfort station.

In addition to the base bid work, an alternate bid was solicited. This bid was to supply/install site lighting at the Club Field parking area. This parking area serves the playing field as well as access to the proposed Pump Station and Comfort Station. The Village lighting standard recently utilized at the Village Office parking lot and on North State Road was proposed. The lights having an Average Illuminating Intensity of .58 foot candles providing a low level of lighting typically suitable for a low intensity parking lot.

The proposed costs of this Alternate is \$75,825.00 and would be the obligation of the Village as it is not part of the required Club Improvements.

Name of Contractor	Total Bid	Total Add Alt. #1 Bid Amount
F.A. Burchetta Co., Inc.	\$360,820.00	\$75,825.00
Talt Electric	\$368,700.00	\$68,700.00
D&M Electrical, Inc.	\$384,979.00	\$63,810.00
Mesuda Electric Inc.	\$468,900.00	\$99,400.00
Foremost Electrical Corp.	\$491,900.00	\$46,500.00

The bids were reviewed by the consulting engineers, McLaren Engineering Group P.C., in their June 12, 2014 Memorandum attached. The lowest bidder is F.A. Burchetta Co., Inc. with a bid price of \$360,820.00 with an Alternate No. 1 bid of \$75,825.00.

For the base bid work, previously approved capital funding is available under Code H.8397.201.PPVM4 Water Pump Station & Comfort Station and Code H.1440.201.PPCom . The engineer's estimate for this project was \$556,348.00.

For the Alternate Bid, I understand that the 2014/15 CIP last update June 5, 2014 will be amended to include the amount of \$75,825.00 to allow for the installation of the Parking Lot Lighting.

The Village has contracted in the past with F.A. Burchetta Co., Inc. and the company bid and won two recent projects including Scada 2 Upgrades and installation of standby generator and gas main at the DPW Garage. Previous work history and references reveal that F.A. Burchetta is more than competent.

Based on the above, I recommend that the Village award the contract to F.A. Burchetta Co., Inc. in the amount of \$360,820.00.

Please feel free to contact me if you have any questions with the above.

Attachment



bridge, highway & rail engineering
entertainment engineering
subaqueous investigation
civil & site engineering
structural design
marine facilities
geotechnics
surveying
forensics

June 12, 2014

Mr. David Turiano
Village of Briarcliff Manor
1111 Pleasantville Road
Briarcliff Manor NY 10510-1626

Email: dturiano@briarcliffmanor.org

Re: The Club at Briarcliff Manor
Phase 2 Water Pump Station and
Comfort Station - VM-1314-4
MEG File No. 106345.02

Dear Mr. Turiano:

Bids were opened on May 29, 2014 at 11:00 a.m. for the above referenced project. The scope of work includes the installation of a Water Pump Station, Comfort Station, pavement installation on the Village Parcel parking area and all related appurtenances. McLaren Engineering Group (MEG) has evaluated the bids and provided a bid tabulation to the Village.

The lowest bidder for Contract No. VM 1314-4G General Construction is Abbott and Price with a bid price of \$749,000.00.

The Village advised our firm that the lowest bidder for Contract No. VM 1314-4E Electrical Contract was RLJ Electric Corp. who was disqualified due to the failure to submit a bid bond/check at the time of the bid opening. The second lowest bidder is F.A. Burchetta Co. Inc. with a total bid price of \$436,645.00 which includes the Alternate No. 1 bid price of \$75,825.00

The lowest bidder for Contract No. VM 1314-4P Plumbing Contract is VFR Contracting with a bid price of \$57,400.00.

MEG found that the bids are accurate and reasonable. Based on the above, we recommend that the Village award the contracts to:

VM 1314-4G General Construction, Abbott & Price, 5 Schuman Road, Millwood, NY 10546
VM 1314-4E Electrical Contract, FA Burchetta, P.O. Box 687, Croton on Hudson, NY 10520
VM 1314-4P Plumbing Contract, VFR Contracting, P.O. Box 650, Briarcliff Manor, NY 10510

Please feel free to contact me if you have any questions with the above.

Very truly yours,

Offices: New York, Maryland, Florida, Connecticut, California

Licensed in:
Alabama • Arizona • Arkansas • California • Colorado • Connecticut • Delaware • District of Columbia • Florida • Georgia • Hawaii • Idaho • Illinois
Indiana • Kansas • Kentucky • Louisiana • Maine • Maryland • Massachusetts • Michigan • Minnesota • Mississippi • Missouri • Nebraska • Nevada
New Hampshire • New Jersey • New Mexico • New York • North Carolina • Ohio • Oklahoma • Oregon • Pennsylvania • Rhode Island
South Carolina • Tennessee • Texas • Trinidad & Tobago • Utah • USVI • Vermont • Virginia • Washington • West Virginia • Wisconsin • Wyoming

M. G. McLAREN, P.C.

100 Snake Hill Road
West Nyack, New York 10994

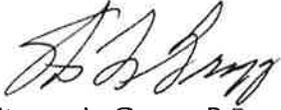
Phone (845) 353-6400

Fax (845) 353-6509

e-mail: mgmclaren@mgmclaren.com

On the web: www.mgmclaren.com

The Office of
M.G. McLaren, P.C.
d/b/a McLaren Engineering Group



Steven L. Grogg, P.E.
Vice President – Site/Civil Division

SLG /ams/rjk

P:\Proj106\106345.02\3. Correspondence (Ltrs,Emails,Trans,Faxes,Telecons,Memos)\Letters\Sent\LTR 02- Turiano Bid Recommendation
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M. G. McLAREN, P.C.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JUNE 18, 2014

2D. AWARD OF BID – CEMENT LINING – ROUND HILL ROAD

WHEREAS the Village received 2 bids for the Cement Lining, Round Hill Road Project (VM-1314-8); and

NOW, THEREFORE, BE IT RESOLVED that the bid for Cement Lining, Round Hill Road Project (VM-1314-8) is hereby awarded to J. Fletcher Creamer & Son with their bid proposal of \$1,465,150 which will be charged to budget code H.8397.201.14570.

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with J. Fletcher Creamer & Son for said project.



MEMORANDUM

June 11, 2014

To: Philip E. Zegarelli – Village Manager P2

From: David J. Turiano, P.E. 21

Re: **VM-1314-8 – Cement Lining – Round Hill Road**

*Copy to
M/BOT

w/s Agenda*

Bids were opened on May 6, 2014 at 11:00 a.m. for the above referenced project. Present at the bid opening was Sonja Goldstein-Suss and Georgina Gualdino. Two bids were received (see the bid tabulation below).

The scope of work includes all work associated with cleaning and cement lining and replacement of valves, and hydrants at Round Hill Drive, Stephenson Terrace, Woodfield Road, and Pleasantville Road. The project also includes the relocation of existing service connections from a 4 inch substandard water main to an existing 8 inch water main in Pleasantville Road.

Bidder	Bid Amount
J. Fletcher Creamer & Son	\$1,461,150.00
Heitkamp, Inc.	\$1,777,777.00

The bids were reviewed by the Village's consulting engineer, Steve Robbins of Woodard & Curran Engineering, in his May 28, 2014 Memorandum, copy attached. The low bidder is J. Fletcher Creamer & Son with a bid amount of \$1,461,150.00.

The Department's office contacted several references including Brian Carr of Middlesex Water Company, Make Wolan of NJ American Water, and Brian MacEwen of Chester Water Authority. In all instances, the cleaning and lining was preliminarily done on 6" mains, similar to the Village's project. The references did not report any issues relating to the work and compliance with prevailing wage rates; and recommended J. Fletcher Creamer & Son without reservation.

In addition, the Village of Briarcliff Manor has been advised that Joken Development Corp. is acting as a subcontractor to J. Fletcher Creamer & Son on this project. I under-

stand that Joken's role will be to perform all excavation and restoration work together with all hydrant, valve, and water service installations. Essentially, they are performing all of the work under the contract less the actual cleaning and lining of the pipes. Joken has successfully completed numerous water contracts with the Village, most notably the FWSP pipeline.

Please note that cement lining work is a specialty item with few contractors having the equipment and expertise to perform such work. Accordingly, only two bids were received. Note that several of the references above, and most recently the Village of Croton, bid similar work and only received two bids.

Previously approved capital funding is available under Code H.8397.201.14570 with a remaining amount of \$1,408,050.00. A future borrowing of \$125,000.00 in the recently approved 14/15 CIP will cover the balance. This future borrowing of \$125,000.00 represents half of the \$250,000.00 amount that was originally budgeted for the water service relocation portion of the project discussed in the above project description.

Based on the above, I recommend that the Village award the contract to J. Fletcher Creamer & Son of 101 East Broadway, Hackensack, NJ 07601 in the amount of \$1,461,150.00.

Please feel free to contact me if you have any questions with the above.

Attachment

MEMORANDUM



TO: David Turiano, P.E., Village of Briarcliff Manor
FROM: Steven Robbins, P.E. LEED AP
DATE: May 28, 2014
RE: Bid Tabulation
 Round Hill Water Main Rehabilitation

Woodard & Curran prepared bid documents, including drawings and specifications for the cleaning and lining of water main at Round Hill. The bid period was from April 15, 2014 through May 6, 2014. Two bids were received, and upon review, J. Fletcher Creamer & Sons was the lowest bidder and had a complete bid package. Based on their bid price and references, we recommend award to J. Fletcher Creamer & Sons.

A tabulation of both bids is presented in the table below.

				Bidder		Heitkamp, Inc.	
Item	Description	Units	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Cleaning and Cement Lining of 6" Water Main	L.F.	7,200	\$82.00	\$590,400.00	\$124.56	\$896,832.00
2.a.	Excavation, Maintenance, and Backfill of Access Pits (Local Roads)	Each	50	\$5,000.00	\$250,000.00	\$500.00	\$25,000.00
2.b.	Excavation, Maintenance, and backfill of Access Pits (County Roads)	Each	3	\$6,000.00	\$18,000.00	\$500.16	\$1,548.00
3	6" Gate Valves and Boxes	Each	27	\$3,500.00	\$94,500.00	\$10,000.00	\$270,000.00
4	Ductile Iron Water Pipe Fittings	Pound	875	\$8.00	\$7,000.00	\$3.00	\$2,625.00
5	Hydrants	Each	15	\$10,000.00	\$150,000.00	\$20,000.00	\$300,000.00
6	1" Water Service Fittings	Each	14	\$3,500.00	\$49,000.00	\$1,500.00	\$21,000.00
7	1" Water Service Tubing	L.F.	250	\$250.00	\$62,500.00	\$100.00	\$25,000.00
8.a.	4" Temporary Bypass Water Main	L.F.	6,900	\$14.00	\$96,600.00	\$15.00	\$103,500.00



8.b.	2" Temporary Bypass Water Main	L.F.	4,000	\$12.50	\$50,000.00	\$10.00	\$40,000.00
9	Excavation of Unsuitable Materials	C.Y.	50	\$75.00	\$3,750.00	\$50.00	\$2,500.00
10.a.	Permanent Trench Pavement (Local Roads)	S.Y.	650	\$70.00	\$45,500.00	\$90.00	\$58,500.00
10.b.	Permanent Trench Pavement (County Roads)	S.Y.	110	\$150.00	\$16,500.00	\$100.00	\$11,000.00
11	Test Pits	Each	10	\$1,000.00	\$10,000.00	\$502.20	\$5,022.00
12	Concrete Encasement for Thrust Restraint	C.Y.	7	\$200.00	\$1,400.00	\$300.00	\$2,100.00
13	Final Landscaping/Lawn Area Restoration	S.F.	3,000	\$2.00	\$6,000.00	\$1.05	\$3,150.00
14	Miscellaneous Additional Work at Direction of Owner	N/A	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
BID TOTAL					\$1,461,150.00		\$1,777,777.00
Bid Documents & Requirements (Yes/No)							
Bid Signed				YES			YES
Furnished Bid Bond or Check				YES			YES
Furnished References				YES			YES
Addendum #1 Signed				YES			YES
Addendum #2 Signed				YES			YES

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JUNE 18, 2014

3. ADOPTION OF CAPITAL BUDGET FOR FY 2014-2015

BE IT RESOLVED, that the Board of Trustees does hereby adopt the Capital Budget for Fiscal Year 2014-2015 in the amount of \$1,586,100 as follows:

Village of Briarcliff Manor

2014-15 Capital Projects

PROJECT	Departmental Budget Requested	Funding w/ 2% Costs	PPU (Years)
Police Department:			
Equipment: Monitor/Tasers	\$ 25,000	\$ 25,500	10
Total Requirements:	<u>\$ 25,000</u>	<u>\$ 25,500</u>	
Fire Department:			
Fire Hose	\$ 10,000	\$ 10,200	20
Turnout Gear	\$ 60,000	\$ 61,200	20
Ambulance	\$ 250,000	\$ 255,000	10
Total Requirements:	<u>\$ 320,000</u>	<u>\$ 326,400</u>	
Department of Public Works: (general)			
Annual Paving	\$ 120,000	\$ 122,400	15
Firehouse Apron Repair	\$ 30,000	\$ 30,600	15
Village Wide Drainage	\$ 100,000	\$ 102,000	40
Elm/Pine Rd Study	\$ 25,000	\$ 25,500	40
Street Lights- Annual Replacement yr 2 (+Club)	\$ 115,000	\$ 117,300	10
Total Requirements:	<u>\$ 390,000</u>	<u>\$ 397,800</u>	
Department of Public Works: (water)			
Pleasantville Rd Abandon 4" Water Line	\$ 125,000	\$ 127,500	40
SCADA -Water Systems Priority 3	\$ 75,000	\$ 76,500	40
Electrical Upgrades Wilderness/Lewiston	\$ 25,000	\$ 25,500	40

Total Requirements:	\$ 225,000	\$ 229,500	
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Department of Public Works: (vehicles)

25 Yard Packer Truck	\$ 190,000	\$ 193,800	15
Satellite Truck	\$ 70,000	\$ 71,400	15
Total Requirements:	\$ 260,000	\$ 265,200	

Department of Public Works: (Water Vehicles)

Facilities and Parks:

Traffic Signal (Year 3)	\$ 100,000	\$ 102,000	20
Community Center Phase III	\$ 150,000	\$ 153,000	25
Youth Center Windows	\$ 15,000	\$ 15,300	10
Tennis Court/BB Court Improvements	\$ 70,000	\$ 71,400	15
	\$ 335,000	\$ 341,700	

Total-General Fund	\$ 1,330,000	#	\$ 1,356,600
Total-Water Fund	\$ 225,000		\$ 229,500

Total - All Projects	\$ 1,555,000		\$ 1,586,100
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VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JUNE 18, 2014

**5. AUTHORIZE VILLAGE TREASURER TO MAKE SALARY
ADJUSTMENTS FOR NON-UNION STAFF**

BE IT RESOLVED that the Board of Trustees hereby authorizes and directs the Village Treasurer to implement a 2.25% salary increase for non-union administrative staff in accordance with the approved Fiscal Year 2014-2015 Budget effective June 1, 2014; and

BE IT FURTHER RESOLVED, that the Board of Trustees hereby authorizes and directs the Village Treasurer to implement a 2.25% salary increase for the Village Manager in accordance with the approved Fiscal Year 2014-2015 Budget effective April 1, 2015.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JUNE 18, 2014

**6. AUTHORIZE VILLAGE MANAGER TO EXECUTE AN EASEMENT
AGREEMENT – BRIARCLIFF MANOR INVESTORS (“BMI”)**

BE IT RESOLVED, that the Village of Briarcliff Manor Board of Trustees does hereby authorize the Village Manager to execute a Water Main and Sanitary Sewer Easement Agreement with Briarcliff Manor Investors, LLC (“BMI”), a Delaware limited liability company at 707 Skokie Boulevard, Suite 340, Northbrook, Illinois 60062 for a perpetual easement for the purpose of maintaining, reconstructing, repairing or replacing said water main facilities sanitary sewer facilities, both with the right to enter upon the easement area for said purposes, subject to the terms and conditions listed in the agreement.

**WATER MAIN AND SANITARY SEWER
FACILITIES EASEMENT
AGREEMENT**

THIS Water Main and Sanitary Sewer Facilities Easement Agreement (the “Easement Agreement”) is made as of the ____ day of _____ 2014, by and between Briarcliff Manor Investors, LLC (“BMI”), a Delaware limited liability company having an address at 707 Skokie Boulevard, Suite 340, Northbrook, Illinois 60062, and the Village of Briarcliff Manor, a municipal corporation established under the laws of the State of New York, with offices at 1111 Pleasantville Road, Briarcliff Manor, New York (the “Village”).

WITNESSETH:

WHEREAS, BMI is the owner of record of certain real property commonly known as 150 Lodge Road, Briarcliff Manor, New York that was conveyed to it on May 27, 2009 by The Garlands of Briarcliff Manor, LLC, pursuant to a Deed recorded in the Westchester County Clerk's Office, Division of Land Records on June 24, 2009 and indexed at Control No. 491610311, and which is more particularly described on Schedule A annexed hereto and made a part hereof (the “Property”); and

WHEREAS, the Premises are designated on the official tax assessment map of the Town of Ossining, County of Westchester and State of New York as Section 98.13, Block 1, Lots 13, 14, 15, 19 and Section 98.09, Block 1, Lot 29; and

WHEREAS, on _____, 2014 the Board of Trustees of the Village (the “Board of Trustees”) adopted a Resolution entitled, “Second Modification of Special Permit for CCRC and Tree Removal Permit” (the “Resolution”) authorizing the development of a Senior Care Community on the Property which is also referred to in the Resolution as the “Project”; and

WHEREAS, as set forth in the Resolution, the Village proposed to construct certain water main facilities and sanitary sewer facilities on the Property which are required as part of the Village’s municipal water distribution and sanitary sewer systems respectively and which are part of the “Public Infrastructure Improvements” as defined and described in the Resolution; and

WHEREAS, the Village desires (i) a temporary construction easement for the purpose of installing and constructing the water main facilities and sanitary sewer facilities, and (ii) a perpetual easement for the purpose of maintaining, reconstructing, repairing or replacing said water main facilities and sanitary sewer facilities, both with the right to enter upon that portion of the Property (hereinafter described and referred to as the “Easement Area”) more fully described on Schedule B annexed hereto and made a part hereof, for such purposes.

NOW, THEREFORE, in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, each to the other in hand paid, receipt of which is hereby acknowledged, BMI for itself, its successors and assigns grants to the Village, its successors, assigns, employees, agents and authorized representatives, (i) a temporary construction easement for the purpose of installing and constructing the water main facilities and sanitary sewer

facilities, and (ii) a perpetual easement for the purpose of maintaining, reconstructing, repairing or replacing said water main facilities and sanitary sewer facilities, both with the right to enter upon the Easement Area for said purposes, subject to the terms and conditions hereinafter provided.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that all work to be performed by the Village under the temporary easement herein granted shall be coordinated with BMI's own work on the site as the parties may mutually agree provided that BMI's work does not materially interfere with the Village's work hereunder.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto, that in connection with the perpetual easement herein granted, the Village shall enter upon the Easement Area at reasonable times during normal business hours of BMI's operation (except in an emergency). In exercising its rights under the perpetual easement herein granted, the Village agrees not to unreasonably disturb or interfere with the Project to the extent practicable. The Village further agrees, at its sole cost and expense, to restore any disturbed surface area of the Property to the same condition that it was prior to the performance by the Village of any work performed pursuant to the perpetual easement herein granted, to the greatest extent practicable. Notwithstanding the foregoing sentence, it is expressly understood that it may be necessary to remove as part of such work many, or possibly all of the trees, shrubs and bushes presently, or which may in the future be located within the Easement Area. It is agreed to and consented to by BMI that the sole obligation of the Village in restoring the Easement Area or the Property disturbed by the work performed under the perpetual easement herein granted is to rough grade and seed the surface of said area, or, if such area is within the roadways or paved parking areas as shown on the final site plan approved for the Project, to pave same with bituminous pavement to match existing pavement. The Village shall not be responsible for restoration of any other materials, including, without limitation, curbing, stone, brick, block or concrete, or any appurtenances, sidewalks, planters, decorative fixtures, or irrigation or drainage facilities, lighting and associated wiring and appurtenances. All restoration and other work to be performed hereunder shall be performed to the reasonable satisfaction of and in the reasonable discretion of the Village Engineer except with respect to the Recreation Parcel for which restoration shall remain the Village's sole responsibility. Any dispute as to such restoration shall be submitted promptly to arbitration pursuant to the Rules of the American Arbitration Association.

IT IS FURTHER UNDERSTOOD AND AGREED that except as set forth herein or as otherwise shown on the final site plan approved for the Project, and except for any portion of the water main facilities and sanitary sewer facilities installed or constructed by the Village pursuant to the temporary easement herein granted, no building or structure of any kind shall be erected over the Easement Area. Paving for roads, parking lots, driveways, and sidewalks over the Easement Area shall be permitted as shown in the final site plan approved for the Project. Paving over the Easement Area shall also be permitted if approved by the Village Engineer, which approval shall not be unreasonably withheld or delayed.

IT IS FURTHER UNDERSTOOD AND AGREED that this easement shall become effective immediately. If any portion of the water main facilities and sanitary sewer facilities are installed outside of the Easement Area, the parties shall execute and file an amendment of this

Easement Agreement to provide for an amended description of the Easement Area revised in accordance with an as-built survey to be prepared by the Village, except to the extent same is inconsistent with the site plan and which may otherwise interfere with the installation or construction of any approved BMI facilities other than sidewalks and other paved areas.

IN WITNESS WHEREOF we have hereunto set our hands and seals the day and year first above written.

IN WITNESS WHEREOF, the undersigned have executed this instrument intending that the same be recorded in the Office of the Clerk of the County of Westchester, Division of Land Records, as of the date first above written.

BRIARCLIFF MANOR INVESTORS, LLC

By: _____
Matthew K. Phillips, Managing Member

VILLAGE OF BRIARCLIFF MANOR

By: _____
Philip A. Zegarelli, Village Manager

ACKNOWLEDGMENT

STATE OF)
COUNTY OF) ss.:

On the ____ day of _____, in the year 2014, before me, the undersigned, personally appeared Matthew K. Phillips, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. And that such individual made such appearance before the undersigned in the _____. (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

Signature and office of individual taking acknowledgment

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

On the ____ day of _____, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Philip A. Zegarelli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

RECORD AND RETURN TO:

WORMSER, KIELY, GALEF & JACOBS, LLP
399 Knollwood Road
White Plains, New York 10603

Attn: Daniel Pozin, Esq.

Mortgagee's Consent

The premises described on Schedule A are known and described as Section 98.13, Block 1, Lots 13, 14, 15, 19 and Section 98.09, Block 1, Lot 29, on the Tax Map of the Town of Ossining.

The undersigned, as holder of a certain mortgage, dated _____, and recorded in the office of the County Clerk of Westchester County (Division of Land Records) in Liber _____ of mortgages, at page ___/Control No. _____ on the property designated above, in consideration of the sum of One (\$1.00) Dollar and other valuable consideration, receipt whereof is hereby acknowledged, hereby consents to the grant of the within easements and rights- of way and agrees that the lien of such mortgage shall henceforth be subordinate to said easements and rights-of-way. This agreement shall be binding upon the successors and assigns of the undersigned.

(Mortgagee)

By: _____,
(Authorized signature) (Title)

[For Notary in New York State]

STATE OF NEW YORK)
COUNTY OF) ss.:

On the ____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

[For Notary Outside New York State]

STATE OF)
COUNTY OF) ss.:

On the ____ day of _____, in the year 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. And that such individual made such appearance before the undersigned in the _____. (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

Signature and office of individual taking acknowledgment

EXHIBIT A

Metes and Bounds Description of Premises

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon erected, situate, lying and being in the Village of Briarcliff Manor, Town of Ossining, County of Westchester, and State of New York bounded and described as follows:

BEGINNING at a point on the northeasterly side of Scarborough Road where the same is intersected by the southeasterly line of Lot No. 51 as shown on a certain map entitled "Map of Kidderminster, situate in the Village of Briarcliff Manor, Westchester County, New York, property of Chauncey Depew Steele" filed in the Westchester County Clerk's Office (Division of Land Records) on March 25, 1930, as Map No. 3574;

RUNNING THENCE:

1. North 35° 04' 20" East 159.99 feet;
2. North 15° 34' 00" West 35.00 feet;
3. North 86° 54' 30" West 103.00 feet;
4. South 72° 12' 20" West 36.96 feet; and
5. North 86° 34' 30" West 40.00 feet;
6. North 18° 54' 10" East 153.36 feet;
7. In a westerly-direction along a curve to the right having a chord direction of North 78° 37' 14" West and a radius of 675 .00 feet, an arc distance of 4.95 feet;
8. North 07° 49' 00" West 250.36 feet;
9. North 01° 33' 50" East 70.53 feet;
10. North 81° 23' 00" West 151.94 feet;
11. North 68° 30' 00" West 75.00 feet to a point of curve;
12. Along a curve to the right having a radius of 224.06 feet, an arc distance of 105.59 feet;
13. North 41° 30' 00" West 26.35 feet;
14. Along a curve to the right having a radius of 1,392 feet, an arc distance of 66.05 feet and a chord direction of North 00°28'05" West;
15. North 15° 22' 06" West 81.76 feet;
16. North 01° 46' 16" West 57.43 feet;
17. North 22° 15' 20" East 70.18 feet;
18. North 50° 14' 15" East 22.14 feet;
19. North 34° 35' 43" East 463.32 feet;
20. North 37° 10' 30" East 40.00 feet;
21. In a southeasterly direction along a curve to the right having a chord direction of South 47° 04' 55" East radius of 390.00 feet, an arc distance of 78.18 feet;
22. North 24° 48' 50" East 117.32 feet to the southerly line of land now or formerly of Yeager;

THENCE along the southerly and easterly line of lands now or formerly of Yeager, Burruss, and Pastore, the following six courses and distances:

1. South 65° 17' 30" East 2.47 feet;
2. North 45° 32' 10" East 223.65 feet;
3. North 25° 20' 20" East 242.57 feet;

4. North 09° 16' 40" West 28.00 feet;
5. North 09° 08' 50" West 61.92 feet; and
6. North 19° 38' 10" West 68.50 feet to the southeasterly side of Central Drive;

THENCE along the southeasterly side of Central Drive the following nine courses and distances:

1. North 62° 43' 00" East 82.45 feet;
2. North 56° 57' 00" East 61.30 feet;
3. North 51° 22' 00" East 96.00 feet;
4. North 44° 56' 00" East 104.85 feet;
5. North 36° 56' 00" East 73.06 feet;
6. North 25° 37' 10" East 399.95 feet;
7. North 65° 29' 3.0" West 16.83 feet;
8. North 34° 24' 30" East 37.69 feet;
9. Northerly on a curve to the left having a radius of 350.0 feet an arc distance of 21.59 feet and a chord direction of North 32°37'51" East to a point on the southerly line of the property shown on the subdivision map entitled Braeview filed in Westchester County on August 10, 1994 as Map No. 25237;

THENCE along the southerly line of the property shown on the subdivision map entitled Braeview South 65° 29' 30" East 392.46 feet;

THENCE along a portion of the easterly line of the Braeview Subdivision and the westerly and southerly line of Lands now or formerly of Hammond the following two courses and distances:

1. South 25° 19' 50" West 252.84 feet;
2. South 64° 40' 10" East 33.00 feet to the westerly line of land now or formerly of Hertz;

THENCE along the westerly line of lands now or formerly of Hertz and the westerly and southerly Line of lands now or formerly of Pierce the following two courses and distances:

1. South 25° 19' 50" West 430.00 feet;
2. South 64° 40' 10" East 361.18 feet to the westerly side of Lodge Road;

THENCE along the westerly side of Lodge Road, North 25° 19' 50" East 75.00 feet to a point;

THENCE crossing Lodge Road and then along the line of the following filed subdivisions: Lodge Manor (Map No. 13999), Petro Acres (Map 17768), Section No 3 Laurel Hill Estates (Map No. 21397); Section No. 2 Laurel Hill Estates (Map No. 21253); and Section No. I Laurel Hill Estates (Map No. 16260), the following thirteen courses and distances:

1. South 64° 40' 10" East 200.00 feet;
2. South 21° 31' 00" West 483.60 feet;
3. South 50° 29' 40" West 114.34 feet;
4. South 00° 31' 00" West 111.01 feet;
5. South 15° 20' 30" West 117.18 feet;
6. South 21° 54' 30" West 297.48 feet;
7. South 24° 42' 40" West 229.81 feet;
8. South 31° 23'.30" West 263.80 feet;
9. South 24° 45' 00" West 155.26 feet;

10. South 31° 36' 30" West 91.59 feet;
11. South 43° 32' 50" West 251.10 feet;
12. South 53° 48' 00" West 98.40 feet to a point on a curve.
13. Along a curve to the left having a radius of 78.00 feet, a central angle 102° 21' 40" and arc distance of 139.35 feet to the northeasterly side of Scarborough Road;

THENCE along the said northeasterly side of Scarborough Road the following two courses and distances:

1. North 48° 33' 50" West 246.60 feet;
2. North 54° 39' 40" West 220.66 feet to the point or place of BEGINNING.

EXCEPTING therefrom the following described Parcel:

A 52 foot by 52 foot square parcel conveyed by The King's College to the Village of Briarcliff Manor by Deed dated 12/5/63, recorded 5/28/64 in Liber 6405 page 448 bounded and described as follows:

ALL that parcel of land situate, lying and being in the Village of Briarcliff Manor, Town of Ossining, County of Westchester, and State of New York, bounded and described as follows:

BEGINNING at a point which is identified as follows:

STARTING at a point which is South 68° 21' West 43.58 feet from the Southwest corner of a reservoir near the building known as the Briarcliff Lodge, and South 8° 31' West 36.10 feet from the southwest corner of the dining room of the said Briarcliff Lodge and;

RUNNING THENCE South 21° 18' 00" West 15 feet to the center line of an existing 8 foot easement;

THENCE along same South 78° 51' 00" East 9.77 feet (9.81 feet actual) to the center line of a new 15 foot easement;

THENCE RUNNING along same South 11° 09' 00" West 28.93 feet to the point of beginning of the parcel about to be described.

THENCE RUNNING from said point of beginning, South 78° 51' 00" East 26 feet to a stake at the northeasterly corner of the parcel being herein described;

THENCE RUNNING along the easterly line of said parcel, South 11 ° 09' 00" West 52 feet to a stake at the southeast corner of said parcel;

THENCE RUNNING North 78° 51' 00" West 52 feet to a stake at the southwest corner of said parcel;

THENCE RUNNING North 11 ° 09' 00" East 52 feet to a stake at the northwest corner of said parcel;

THENCE RUNNING along the northerly line of said parcel, South 78° 51' 00" East 26 feet to the point of BEGINNING.

EXHIBIT B

Metes and Bounds Description of Easement Area

[MISSING SEWER LINE DESCRIPTION]

Water Line Easement Portion A

ALL that certain plot, piece or parcel of land situate, lying and being in the Village of Briarcliff Manor, Town of Ossining, County of Westchester and State of New York being more specifically described as follows:

BEGINNING at a point in the northeasterly line of Scarborough Road said point being located S 54° 39' 40" E 220.66 feet and S 48°33' 50" E 52.96 feet from a point in the said northeasterly line of Scarborough Road at the division line between lands now or formerly of Chaudhry on the west and lands of the grantor herein on the east; thence from said point of beginning through lands of the grantor herein on the west the following bearings and distances: N 04° 48' 40" W 36.22 feet, N 40° 11' 20" E 108.60 feet, N 04° 48' 40" W 64.60 feet, N 15° 41' 56" W 7.17 feet, N 27° 07' 15" W 11.75 feet, N 40° 46' 59" W 64.54 feet, N 50° 14' 58" E 30.44 feet, N 39° 47' 20" W 3.99 feet and N 50° 13' 00" E 11.65 feet, to a point in the southwesterly line of Portion B of the herein described easement; thence along same S 39° 45' 02" E 24.00 feet to a point; thence through lands of the grantor herein S 50° 14' 58" W 21.72 feet, S 40° 46' 59" E 46.57 feet, S 27° 07' 15" E 16.15 feet, S 15° 41' 56" E 11.07 feet, S 04° 48' 40" E 74.79 feet, S 40° 11' 20" W 108.60 feet, S 04°48' 40" E 25.51 feet, S 49°47' 30" E 32.36 feet, S 04° 47' 30" E 10.37 feet and S 40° 12' 30" W 9.65 to a point in said northeasterly line of Scarborough Road; thence along same N 48° 33' 50" W 52.13 feet to the point and place of beginning.

Water Line Easement Portion B

ALL that certain plot, piece or parcel of land situate, lying and being in the Village of Briarcliff Manor, Town of Ossining, County of Westchester and State of New York being more specifically described as follows:

BEGINNING at a point in the northeasterly line of Scarborough Road said point being located S 59° 39' 40" E 220.66 feet and S 48°33' 50" E 116.92 feet from a point in said northeasterly line of Scarborough Road at the division line between lands now or formerly of Chaudhry on the west and lands of the grantor herein on the east; thence from said point of beginning through lands of the grantor herein the following bearings and distances: N 43° 27' 50" E 151.27 feet, N 01°32' 10" W 10.49 feet, N 29°04' 36" W 95.13 feet, N 12°47' 10" W 41.35 feet, N 01 ° 01' 03" W 39.66 feet, N 53°04' 01" W 33.58 feet and S 89° 44' 14" W 11.48 feet to a point at the northerly terminus of Portion A of the herein described easement; thence along same N 39° 45' 02" W 24.00 feet to a point; thence through lands of the grantor herein the following bearings and distances: N 39°45' 01" W 40.50 feet, N 50°14' 59" E 8.95 feet and N 12° 42' 42" W 0.44

feet to a point at the southerly terminus of Portion G of the herein described easement; thence along same N 78° 04' 34" E 20.00 feet to a point; thence through lands of the grantor herein the following bearings and distances: S 33°45' 25" E 13.64 feet, S 56° 15' 10" E 71.72 feet, S 33° 45' 14" E 13.38 feet, S 07° 41' 29" E 10.71 feet, S 01°01' 03" E 43.95 feet, S 12°47' 10" E 35.68 feet, S 29° 04' 36" E 38.76 feet, N 60°55' 24" E 16.00 feet, S 29°04' 36" E 20.00 feet, S 60°55' 24" W 16.00 feet, S 29°04' 36" E 26.15 feet, S 08° 31' 57" E 23.05 feet, S 01°32' 10" E 12.67 feet and S 43° 27' 50" W 158.84 feet to a point in said northeasterly line of Scarborough Road; thence along same N 48°33' 50" W 20.01 feet to the point and place of beginning.

Water Line Easement Portion C

ALL that certain plot, piece or parcel of land situate, lying and being in the Village of Briarcliff Manor, Town of Ossining, County of Westchester and State of New York being more specifically described as follows:

BEGINNING at a point in the division line between lands as shown on a map entitled "Section No. 2; Subdivision of Property...know as Laurel Hill Estates, etc." filed with the office of the Westchester County Clerk on June 28, 1983 as map no. 21253 and lands of the grantor herein, said point being located S 15° 20' 30" W 86.99 feet and S 21°54' 30" W 218.50 feet from a point in said division line at the southwesterly corner of lands as shown on a map entitled "Section No. 3; Subdivision of Property...known as Laurel Hill Estates, etc." filed with the office of the Westchester County Clerk on December 6, 1983 as map no. 21397; thence from said point of beginning the following bearings and distances: S 21 ° 54' 30" W 56.38 feet, N 73°40' 49" W 14.56 feet, S 24°00' 38" W 33.12 feet, S 65 ° 59' 22" E 10.20 feet, S 24°00' 38" W 20.00 feet, N 65°59' 22" W 10.20 feet, S 24°00' 38" W 200.26 feet, S 35°15' 38" W 180.59 feet, S 63°44' 22" E 10.50 feet, S 26°15' 38" W 20.00 feet, N 63° 44' 22" W 10.93 feet, S 26°15' 38" W 18.21 feet, S 21°15' 38 " W 51.28 feet, S 23° 16' 53" W 63.71 feet, S 23° 13' 43" W 42.46 feet, S 28° 15' 38" W 45.72 feet, S 33° 15' 38" W 82.98 feet, S 38°15' 38" W 115.52 feet, S 43° 39' 08" W 80.32 feet, S 66° 09' 08" W 55.20 feet, S 88°39' 08" W 39.70 feet and N 68°44' 17" W 2.89 feet to a point in the northerly line of Portion B of the herein described easement; thence along same N 08°31' 57" W 23.05 feet to a point; thence through lands of the grantor herein the following bearings and distances: S 68° 44' 17" E 10.35 feet, N 88° 39' 08" E 31.73 feet, N 66° 09' 08" E 47.25 feet, N 43°39' 08" E 75.40 feet, N 38° 15' 38" E 113.70 feet, N 33° 15' 38" E 81.23 feet, N 28°15' 38" E 43.97 feet, N 23 ° 13' 43" E 41.59 feet, N 23° 16' 53" E 63.38 feet, N 21 ° 15' 38" E 51.80 feet, N 26° 15' 38" E 37.94 feet, N 35°15' 38" E 182.94 feet, N 24°00' 38" E 248.56 feet, N 74° 35' 26" W 92.06 feet and N 70° 01' 26" W 46.06 feet to a point in the easterly line of Portion D of the herein described easement; thence along same N 30° 18' 26" E 23.38 feet to a point; thence through lands of the grantor herein the following bearings and distances: S 70°01' 26" E 40.95 feet, S 74°35' 26" E 94.62 feet, N 24°00' 38" E 13.32 feet, N 69° 00' 38" E 17.09 feet, S 65°59' 22" E 0.73 feet, N 21°54' 30" E 11.77 feet and S 68°05' 30" E 20.00 feet to the point and place of beginning.

Water Line Easement Portion D

ALL that certain plot, piece or parcel of land situate, lying and being in the Village of Briarcliff Manor, Town of Ossining, County of Westchester and State of New York being more specifically described as follows:

BEGINNING at a point located in the westerly line of Portion E of the herein described easement located the following bearings and distances from a point at the southwesterly corner of lands as shown on a map entitled "Section No. 3; Subdivision of Property...know as Laurel Hill Estates, etc." filed with the office of the Westchester County Clerk on December 6, 1983 as map no. 21397, N 15°20' 30" E 30.19 feet, N 00°31' 00" E 111.01 feet, N 50°29' 40" E 114.34 feet and S 85° 55' 34" W 100.39 feet, thence from said point of beginning along said easterly line of Portion C of the herein described easement S 71°16' 59" W 20.15 feet to a point; thence through lands of the grantor herein the following bearings and distances: S 74° 49' 26" W 13.31 feet, N 60° 44' 22" W 27.35 feet, N 71°59' 22" W 27.60 feet, S 18° 00' 38" W 13.18 feet, N 71°59' 22" W 20.00 feet, N 18° 00' 38" E 13.18 feet, N 71°59' 22" W 27.27 feet, S 63°00' 38" W 44.38 feet, S 18°00' 34" W 366.60 feet, S 26°59' 22" E 62.71 feet and S 18° 00' 38" W 80.49 feet to a point in the aforesaid easterly line of Portion C of the herein described easement; thence along same S 30°18' 26" W 23.38 feet to a point; thence through lands of the grantor herein the following bearings and distances: S 33° 04' 13" W 53.17 feet, S 55° 35' 56" W 13.95 feet, N 79° 24' 04" W 103.24 feet, S 17° 41' 45" W 21.74 feet, N 72°18' 15" W 20.00 feet, N 17° 41' 45" E 39.41 feet, S 79° 24' 04" E 112.62 feet, N 55° 35' 56" E 1.68 feet, N 33° 04' 13" E 65.71 feet, N 18° 00' 38" E 73.90 feet, N 26° 59' 22" W 62.71 feet, N 18°00' 34" E 72.60 feet, N 71° 59' 26" W 17.00 feet, N 18° 00' 34" E 29.87 feet, S 71°59' 26" E 17.00 feet, N 18° 00' 34" E 280.70 feet, N 63°00' 38" E 60.95 feet, S 71°59' 22" E 85.13 feet, S 60° 44' 22" E 21.15 feet, N 74° 49' 26" E 25.25 feet and S 15°10' 34" E 18.76 feet to the point and place of beginning.

Water Line Easement Portion E

ALL that certain plot, piece or parcel of land situate, lying and being in the Village of Briarcliff Manor, Town of Ossining, County of Westchester and State of New York being more specifically described as follows:

BEGINNING at a point in the division line between lands as shown on a map entitled "Section No. 2; Subdivision of Property...know as Laurel Hill Estates, etc." filed with the office of the Westchester County Clerk on June 28, 1983 as map no. 21253 and lands of the grantor herein, said point being located S 15° 20' 30" W 86.99 feet and S 21°54' 30" W 218.50 feet from a point in said division line at the southwesterly corner of lands as shown on a map entitled "Section No. 3; Subdivision of Property...known as Laurel Hill Estates, etc." filed with the office of the Westchester County Clerk on December 6, 1983 as map no. 21397: thence from said point of beginning through lands of the grantor herein the following bearings and distances: N 68° 05' 30" W 20.00 feet, N 21°54' 30" E 217.35 feet, N 15° 20' 30" E 113.43 feet, N 00°31' 00" E 109.98 feet, N 10°51' 26" W 58.44 feet to a point in the southerly line of Portion D of the herein described easement; thence along same N 71 ° 16' 59" E 20.15 feet to a point; thence through lands of the grantor herein the following bearings and distances: N 38° 58' 14" E 46.09 feet, N

16°33' 21" E 277.04 feet, N 09° 30' 58" W 3.97 feet, N 17°36' 21" W 131.84 feet, N 09°56' 33" E 31.37 feet, N 26°10' 06" E 36.88 feet, S 65° 42' 26" E 23.85 feet and N 24° 17' 34" E 45.90 feet to a point in the westerly terminus of Lodge Road; thence along same S 64° 40' 10" E 13.53 feet to lands as shown on a map entitled "Subdivision of Property known as Lodge Manor, etc." filed with the office of the Westchester County Clerk on July 22, 1964 as map no. 13999; thence along same S 64° 40' 10" E 6.48 feet to a point; thence through lands of the grantor herein the following bearings and distances: S 24°17' 34" W 65.53 feet, N 65°42' 26" W 24.49 feet, S 26° 10' 06" W 14.67 feet, S 09°56' 33" W 23.62 feet, S 17°36' 21" E 128.35 feet, S 09°30' 58" E 10.02 feet, S 16°33' 21" W 285.63 feet, S 38° 58' 14" W 63.68 feet, S 79°08' 34" W 2.45 feet and S 10°51' 26" E 42.22 feet to lands as shown on a map entitled "Section No. 3; Subdivision of Property...know as Laurel Hill Estates, etc." filed with the office of the Westchester County Clerk on December 6, 1983 as map no. 21397; thence along same the following bearings and distances: S 50° 29' 40" W 0.80 feet, S 00°31' 00" W 111.041 feet, S 15°20' 30" W 117.18 feet and S 21°54' 30" W 218.50 feet to the point and place of beginning.

Water Line Easement Portion F

ALL that certain plot, piece or parcel of land situate, lying and being in the Village of Briarcliff Manor, Town of Ossining, County of Westchester and State of New York being more specifically described as follows:

BEGINNING at a point located in the easterly line of Central Drive said point being located the following courses from the southwesterly corner of lands as shown on a map entitled "Subdivision of Braeview, etc." filed with the office of the Westchester County Clerk on August 10, 1994 as map no. 25237 along a curve to the left having a radius of 350.00 feet a central angle of 03°32' 01" a distance of 21.59 feet, S 34° 24' 30" W 37.69 feet, S 65°29'30" E 16.83 feet and S 25°37' 10" W 151.54 feet: thence from said point of beginning through lands of the grantor herein the following bearings and distances: S 66° 35' 47" E 188.85 feet, S 26° 47' 58" E 33.67 feet, N 64°24' 28" E 30.66 feet, N 30° 02' 38" E 15.36 feet, S 59°57' 22" E 20.00 feet, S 30°02' 38" W 21.54 feet, S 64°24' 28" W 36.42 feet, S 26°47' 58" E 20.89 feet, S 21°47' 58" E 6.58 feet, S 23°12' 02" W 174.75 feet, S 12°21' 45" W 17.38 feet, S 10°08' 15" E 13.22 feet, N 79°51' 45" E 10.33 feet, S 09°32' 00" E 20.55 feet, S 79°51' 45" W 10.11 feet, S 10°08' 15" E 138.83 feet, S 05°43' 09" W 96.69 feet, S 24°10' 27" W 268.62 feet, S 51°06' 13" E 9.88 feet, S 38°53' 47" W 20.00 feet, N 51 ° 06' 13" W 8.10 feet, S 38°53' 32" W 101.31 feet, S 41°22' 28" W 36.08 feet, S 46°22' 28" W 36.87 feet, S 51°22' 28" W 32.85 feet, S 38°37' 32" E 13.21 feet, S 51°22' 28" W 20.00 feet, N 38°37' 32" W 13.21 feet, S 51°22' 28" W 4.43 feet, S 09°54' 48" W 57.55 feet, S 12°33' 55" E 98.87 feet, N 77°26' 05" E 13.20 feet, S 12°33' 55" E 20.00 feet, S 77°26' 05" W 13.45 feet, S 09°01' 14" W 121.09 feet, S 20° 16' 14" W 107.69 feet, S 42°46' 14" W 55.10 feet, S 47° 13' 46" E 8.95 feet, S 42°46' 14" W 20.00 feet, N 47°13' 46" W 8.95 feet, S 42° 46' 14" W 113.28 feet, S 31°31' 14" W 171.38 feet, S 16°29' 31" W 5.42 feet, S 73° 30' 29" E 16.43 feet, S 16°29' 31" W 20.00 feet, N 73°30' 29" W 16.43 feet, S 16° 29' 31" W 51.50 feet, S 08°12' 52" W 18.86 feet, S 18°50' 12" E 126.48 feet, S 30°05' 12" E 104.43 feet, S 11 ° 29' 36" W 35.32 feet and S 56°37' 06" W 193.02 feet to a point in the northerly line of Portion G of the herein described easement; thence along same N 33°16' 20" W 20.00 feet to a point; thence through lands of the grantor herein the following bearings and distances: N 56°37' 06" E 184.68 feet, N

11°29' 36" E 19.42 feet, N 30°05' 12" W 46.31 feet, S 59°54' 48" W 18.81 feet, N 30°05' 12" W 20.00 feet, N 59°54' 48" E 18.81 feet, N 30°05' 12" W 32.50 feet, N 18°50' 12" W 133.26 feet, N 08°12' 52" E 25.12 feet, N 16° 29' 31" E 81.01 feet, N 31°31' 14" E 60.51 feet, N 58°28' 46" W 49.06 feet, N 31° 31' 14" E 20.00 feet, S 58°28' 46" E 49.06 feet, N 31°31' 14" E 95.47 feet, N 42° 46' 14" E 186.37 feet, N 20°16' 14" E 101.75 feet, N 09°01' 14" E 115.98 feet, N 12°33' 55" W 118.41 feet, N 09°54' 48" E 69.09 feet, N 51°22' 28" E 63.97 feet, N 46°22' 28" E 35.13 feet, N 41°22' 28" E 34.77 feet and N 38°53' 32" E 111.53 feet, N 24°10' 27" E 269.77 feet, N 05°43' 09" E 90.66 feet, N 10°08' 15" W 68.46 feet, S 79°51' 45" W 18.40 feet, N 10°08' 15" W 20.00 feet, N 79°51' 45" E 18.40 feet, N 10°08' 15" W 85.34 feet, N 12°21' 45" E 23.26 feet, N 23°12' 02" E 168.07 feet, N 26°47' 58" W 64.07 feet, N 66°35' 47" W 182.39 feet and N 25°37' 10" E 20.01 feet, to the point and place of beginning.

Water Line Easement Portion G

ALL that certain plot, piece or parcel of land situate, lying and being in the Village of Briarcliff Manor, Town of Ossining, County of Westchester and State of New York being more specifically described as follows:

BEGINNING at a point at the westerly terminus of Portion B of the herein described easement located N 35°04' 20" E 159.99 feet and N 81°12' 24" E 152.43 feet from a point in the northeasterly line of Scarborough Road at the division line between lands now or formerly of Chaudhry on the west and lands of the grantor herein on the east; thence from said point of beginning through lands of the grantor herein the following bearings and distances: N 12° 42' 42" W 145.57 feet, N 33° 16' 20" W 182.78 feet, N 46°08' 38" W 150.08 feet, S 48° 40' 58" W 13.25 feet, N 41°19' 02" W 20.00 feet, N 48° 40' 58" E 31.63 feet, S 46° 08' 38" E 170.71 feet and S 33 ° 16' 20" E 79.79 feet to a point in the southerly terminus of Portion F of the herein described easement, thence along same S 33° 16' 20" E 20.00 feet to a point; thence through lands of the grantor herein the following bearings and distances: S 33° 16' 20" E 88.88 feet, S 12°42' 42" E 149.47 feet and S 78° 04' 34" W 20.00 feet to the point and place of beginning.