



**AGENDA**  
**NOVEMBER 19, 2014**  
**BOARD OF TRUSTEES**  
VILLAGE OF BRIARCLIFF MANOR, NEW YORK  
REGULAR MEETING – 7:30 PM

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**Board of Trustees Announcements**

**Village Managers Report**

**Public Comments**

1. Authorize Village Manager to Execute Agreements
  - a) Assignment Agreement with Briarcliff Manor Investors (“BMI”)
  - b) License Agreement with Briarcliff Manor Investors (“BMI”)
  - c) Transfer of Organic Waste for Refuse Disposal
2. Adoption of Fixed Asset Policy
3. Fire Department Memberships
4. Minutes
  - November 5, 2014

**SPECIAL MEETING OF THE BOARD OF TRUSTEES – NOVEMBER 24, 2014**

**NEXT REGULAR BOARD OF TRUSTEES MEETING – DECEMBER 3, 2014**

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
NOVEMBER 19, 2014

**1A. AUTHORIZE VILLAGE MANAGER TO EXECUTE AN ASSIGNMENT AGREEMENT – BRIARCLIFF MANOR INVESTORS (“BMI”)**

**The backup documentation is being revised and will be provided before the meeting.**

BE IT RESOLVED, that the Village of Briarcliff Manor Board of Trustees does hereby authorize the Village Manager to execute 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, 2014, a copy of which is annexed to the Assignment of Contract, subject to the terms and conditions listed in the agreement and make any non-material changes.

**VILLAGE OF BRIARCLIFF MANOR  
VILLAGE HALL  
BRIARCLIFF MANOR, NY 10510**

**Assignment of Contract  
Public Purpose Infrastructure Improvement Project**

**Water-Shed Booster Pump Station EFI #90462**

THIS AGREEMENT, made this \_\_\_\_\_ day of November, 2014, by and between the Village of Briarcliff Manor, 1111 Pleasantville Road, Briarcliff Manor, New York, acting by and through the Board of Trustees under the laws of the State of New York, hereinafter called the Owner, and Briarcliff Manor Investors, LLC, 707 Skokie Blvd. Suite 340, Northbrook, IL 60062 hereinafter called BMI.

WHEREAS, on November 6, 2008, the Village 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”) for BMI’s construction and operation of a Continuing Care Retirement Community 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”); 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

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 (the “Public Purpose Infrastructure Improvements”).

WHEREAS, the Public Purpose Infrastructure Improvements 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 (the “Water Improvements”); and

WHEREAS, a key component of the Water Improvements, the water pump station, was already been bid by BMI under a Pump Station Design Build Request Bid which was awarded through BMI’s general contractor Andron Construction Corporation, to Engineered Fluid, Inc., as more particularly described in the purchase order acknowledgment of EFI for a Water-Shed Booster Pump Station EFI #90462, dated August 2, 2014, a copy of which is annexed hereto as Schedule A; and

WHEREAS, in order to proceed with the Public Purpose Infrastructure Improvements, the Village wishes to assume from BMI, and BMI wishes to assign to the Village, the EFI Contract.

NOW THEREFORE, for ten dollars and other valuable consideration, the Village and BMI agree that BMI hereby assigns to the Village and the Village hereby assumes from BMI, the EFI contract.

IN WITNESS WHEREOF the respective parties hereto have hereunto set their hands and seals the day and year first written above.

VILLAGE OF BRIARCLIFF MANOR

By: \_\_\_\_\_  
Philip E. Zegarelli, Village Manager

BRIARCLIFF MANOR INVESTORS, INC.

By: \_\_\_\_\_

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

On the            day of November, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Philip E. 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

STATE OF                        )  
COUNTY OF                    ) ss.:

On the \_\_\_\_ day of November, in the year 2014, 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

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
NOVEMBER 19, 2014

**1B. AUTHORIZE VILLAGE MANAGER TO EXECUTE A LICENSE AGREEMENT – BRIARCLIFF MANOR INVESTORS (“BMI”)**

**The backup documentation is being revised and will be provided before the meeting.**

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, subject to the terms and conditions listed in the agreement and make any non-material changes.

**DRAFT**  
**WATER MAIN AND SANITARY SEWER**  
**FACILITIES LICENSE AGREEMENT**

**THIS** Water Main and Sanitary Sewer Facilities License Agreement (the “License Agreement”) is made as of the \_\_\_\_ day of November 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”).

**W I T N E S S E T H:**

**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**, the Board of Trustees of the Village (the “Board of Trustees”) has requested access to the Premises in order to install public utility infrastructure as part of the Village’s municipal water distribution and sanitary sewer systems, respectively (the “Public Infrastructure Improvements”); and

**WHEREAS**, the Village also has requested access for the Public Infrastructure Improvements including: (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 easements (the “Easements”) with the right to enter upon that portion of the Property for such purposes (hereinafter described and referred to as the “License Area”) more fully described on Schedule B annexed hereto and made a part hereof, for such purposes; and

**WHEREAS**, the Board of Trustees is considering adoption of 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”, but has not yet acted thereon; and

**WHEREAS**, the Resolution, if adopted, would require BMI to grant the Easements, but the timing of the installation of the Public Infrastructure Improvements now is facing the winter months, so BMI has offered to grant this License to facilitate the Village proceeding with such

work.

**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 hereby grants a License to the Village, its successors, assigns, employees, agents and authorized representatives, for sixty (60) days for temporary construction access to the Property for the purpose of installing and constructing the water main facilities and sanitary sewer facilities, 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 this License 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 this License, the Village shall enter upon the License Area at reasonable times during normal business hours of BMI's operation (except in an emergency). In exercising its rights under the License 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, 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 License Area. It is agreed to and consented to by BMI that the sole obligation of the Village in restoring the License Area or the Property disturbed by the work performed herein 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, no building or structure of any kind shall be erected over the License Area. Paving for roads, parking lots, driveways, and sidewalks over the License Area shall be permitted as shown in the final site plan approved for the Project. Paving over the License 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 the Village shall indemnify and hold BMI harmless from and against any penalties, demands, damages, liabilities, actions, claims, and expenses (including reasonable attorneys' fees and disbursements) in connection with (i) the loss of life, personal injury and/or damage to property arising from or out of the exercise or use of the License by the Village and their agents, guests, invitees, representatives, contractors, subcontractors, service providers, employees, and licensees or occasioned wholly or in part by any act or omission of the Village and its agents, guests, invitees, representatives, contractors, subcontractors, service providers, employees, and licensee; and

**IT IS FURTHER UNDERSTOOD AND AGREED** that as a condition to the License herein granted, the Village shall, at its sole cost and expense, at all times maintain in full force and effect Workers' Compensation and Public Liability insurance and any insurance as may otherwise be required by law, rules or regulations, with companies authorized to do business in the State of New York naming BMI as an additional insured with the Public Liability insurance written on an occurrence basis and with a single combined limit of at least One Million (\$1,000,000.00) Dollars and Two Million (\$2,000,000.00) Dollars in the aggregate; and

**IT IS FURTHER UNDERSTOOD AND AGREED** that this License shall become effective immediately.

**IN WITNESS WHEREOF**, the undersigned have executed this instrument 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 November, 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 November, 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

**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 License 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" W193.02 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.

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
NOVEMBER 19, 2014

**1C. AUTHORIZE VILLAGE MANAGER TO EXECUTE AN AGREEMENT –  
WESTCHESTER COUNTY, ORGANIC REFUSE DISPOSAL**

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

Office of the County Executive  
Robert P. Astorino

Department of Environmental Facilities

Thomas J. Lauro, P.E.  
Commissioner

Add to BOT  
Agenda 8  
19 NOV

October 15, 2014

Mayor William Vescio  
Village of Briarcliff Manor  
1111 Pleasantville Road  
Briarcliff Manor, New York 10510

(P2)

Dear Mayor Vescio,

On December 16, 2013, the Westchester County Board of Legislators approved the IMA for Transfer of Organic Waste for Refuse Disposal District #1.

Effective January 2014 the tip-fee will be \$16.56 per ton which will be subject to an Adjustment Factor Equal to the Consumer Price Index every January 1, thereafter.

Please return three (3) signed copies of the IMA together with the completed Certificate of Authority, Municipal Cooperation, and a certified copy of your authorized resolution as soon as possible.

If you have any questions please feel free to contact me at #914-813-5453.

Sincerely,

Mario A. Parise  
Director of Operations  
Solid Waste Division

MAP/ns

File: IMA Organic Waste

Division of Solid Waste  
Wastewater Treatment  
Water Agency

270 North Avenue  
New Rochelle, New York 10801

Telephone: (914) 813-5400

Fax: (914) 813-5460

Website: westchestergov.com



**INTERMUNICIPAL AGREEMENT (IMA)  
for the  
ORGANIC YARD WASTE TRANSFER PROGRAM**

**Instructions for completing the IMA:**

1. **Complete page one (1), four (4), the Municipality's Acknowledgement, Certificate of Authority, and Schedule "A" of IMA.**

**Page 1:** Fill-in date IMA is being signed, name of municipality and address in spaces provided.

**Page 4:** Fill-in Municipal Department and address for where correspondence related to the IMA should be sent and sign under "The Municipality".

**Schedule "A":** Specify the location (address) of the transfer station and current users. List all current transfer station users including other municipalities, local residents and local landscapers.

2. **Make three (3) copies of the IMA.**
3. **Execute all three copies with original signatures** appearing on the Municipal Acknowledgment and the Certificate of Authority.
4. **Return the three (3) signed copies, along with a copy of documentation indicating compliance with SEQRA for the use and operation of a local organic yard waste transfer site, to:**

**Mario Parise  
Westchester County Dept. of Environmental Facilities  
270 North Avenue (6<sup>th</sup> floor)  
New Rochelle, NY 10801**

When all the above requirements are fulfilled, the County will execute its portion of the Agreement and return one original copy to the municipality.

**Any questions? Contact Mario Parise at (914) 813-5453**

**DISTRICT MEMBER IMA**

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County"), acting on behalf of the Westchester County Refuse Disposal District No. 1 (the "District")

and

\_\_\_\_\_, a municipal corporation of the State of New York having an office and principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Municipality")

**WHEREAS**, in order to divert additional recyclable materials from the waste stream, the County is initiating an Organic Yard Waste Management Program (the "Program") with municipalities within the District; and

**WHEREAS**, the Municipality desires to participate in the Program.

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

**1. Municipality's Responsibilities:**

(a) The Municipality shall collect organic yard waste within its boundaries and transport same to the organic yard waste transfer site (the "Transfer Site") specified in Schedule "A" which is attached hereto and made a part hereof. Organic yard waste shall be limited to grass, leaves, brush and wood waste not to exceed three inches (3") in diameter by four feet (4') in length.

(b) The Municipality, either individually or by agreement with another municipality within the District, shall designate the Transfer Site for such purpose, subject to County approval, and shall take any legally required action necessary to register or receive a permit to operate the Transfer Site. The Municipality shall conduct such site-specific environmental reviews as necessary to comply with the State Environmental Quality Review Act ("SEQRA") and its implementing regulations, coordinating such review with the County as an involved agency. The Municipality shall include with this signed Agreement evidence of its compliance with SEQRA, e.g., a Negative Declaration, a Findings Statement or, in the case of a Type II action, the minutes or a Resolution of the Municipality's governing board including a statement as to its Type II classification. In the event that the Municipality and another municipality enter into an agreement to jointly provide the Transfer Site, that agreement shall be appended to this Agreement.

(c) The Municipality shall negotiate in good faith with any other municipality within the District that wishes to use the Transfer Site, but the Municipality shall not charge a fee

above the tip fee for garbage at the County's Resource Recovery Facility, as such tip fee may be adjusted from time to time. The names of all municipalities using the Transfer Site shall be included in Schedule "A".

(d) The Transfer Site shall be operated in accordance with Schedule "B" which is attached hereto and made a part hereof.

2. **County's Responsibilities:** The County, either directly or through an agent, shall enter into agreements with one or more contractors operating composting facilities for the recycling of organic yard waste collected by the Municipality. The County shall also arrange for transporting yard waste from the Transfer Site to the composting facilities and shall pay for such transportation and disposal costs.

3. **Term:** The term of this Agreement shall commence on April 1, 2013 and terminate on March 31, 2018, unless sooner terminated as hereinafter provided.

4. **Payment:** For the services to be rendered by the County pursuant to Paragraph "2" above, the Municipality shall pay fees to the County in accordance with the fee schedule set forth in Schedule "C" which is attached hereto and made a part hereof. If the Municipality hosts the Transfer Site for use by itself and other municipalities within the District, the Municipality shall be responsible for paying the County for the full quantity of waste hauled from the Transfer Site. Payment shall be made within thirty (30) days of receipt of a bill from the County, by check payable to "Refuse Disposal District No. 1 c/o Westchester County Department of Environmental Facilities". Payment shall be mailed or delivered to the Division of Solid Waste Management, Westchester County Department of Environmental Facilities, 270 North Avenue, New Rochelle, New York 10801.

5. **Reports:** No later than March 1st of each year, the Municipality shall provide a report setting forth the total tons or cubic yardage of organic yard waste collected from each participating municipality using the Transfer Site during the preceding year.

6. **Executory Clause:** This Agreement shall be deemed executory only to the extent of money duly appropriated and made available by the County for the performance of the Program.

7. **Indemnification & Defense:** The Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the errors, omissions or unlawful or negligent acts hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, such claims, demands or causes of action directly or indirectly arising out of this Agreement, as described in subsection (a.) above, and to bear all other costs and expenses related thereto.

8. **Termination:** This Agreement may be terminated at any time by mutual agreement of the parties or upon thirty (30) days written notice by one party to the other party. In the event that this Agreement is terminated prior to the expiration date set forth in Paragraph 3 above, all fees and payments owing to the County shall be immediately due and payable by the Municipality.

9. **Assignment & Subcontracting:** Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Municipality shall not subcontract any part of its work or duties under this Agreement without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Municipality.

10. **Compliance with Law:** In executing their respective responsibilities under this Agreement, the County and the Municipality shall comply with all applicable federal, state and local laws, rules and regulations.

11. **No Discrimination:** The County and the Municipality shall not discriminate against any person on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status in the performance of this Agreement.

12. **Notices:** All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County:

Deputy Commissioner  
Division of Solid Waste Management  
Department of Environmental Facilities  
270 North Avenue  
New Rochelle, New York 10801

with a copy to:

County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To the Municipality:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other addresses as either party may designate by notice.

13. **No Agency:** Nothing herein contained shall be construed to create a co-partnership between the County and the Municipality or to constitute either party as the agent of the other.

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

15. **Approval by the County Attorney:** This Agreement shall not be enforceable until executed on behalf of the parties and approved by the Office of the County Attorney.

16. **Counterparts:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, the County and the Municipality have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

By \_\_\_\_\_  
Thomas J. Lauro, P.E.  
Commissioner of Environmental Facilities

**THE MUNICIPALITY**

By \_\_\_\_\_  
(Name and title)

Authorized by Act No. 203-2013 adopted by the Board of Legislators of the County of Westchester on the 16th day of December, 2013.

Approved by the Board of Acquisition and Contract of the County of Westchester on the \_\_\_\_ day of \_\_\_\_\_, 2014.

Approved as to form and manner of execution:

---

Sr. Assistant County Attorney  
County of Westchester  
S/Vutera/DXF/93325/Organic Waste IMA District Member 2013 3-6-14

**MUNICIPALITY'S ACKNOWLEDGEMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me personally came  
\_\_\_\_\_, to me known, and known to me to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
the municipal corporation described in and which executed the within instrument, who being by me  
duly sworn did depose and say that he/she, the said \_\_\_\_\_ resides at  
\_\_\_\_\_  
and that he/she is \_\_\_\_\_ of said municipal corporation.

\_\_\_\_\_  
Notary Public        County

CERTIFICATE OF AUTHORITY  
(Municipality)

I, \_\_\_\_\_,  
(Officer other than officer signing contract)  
certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the  
\_\_\_\_\_  
(Law under which organized, e.g., the New York Village Law, Town Law, General  
Municipal Law)

named in the foregoing agreement that \_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution  
\_\_\_\_\_ of the Municipality,  
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its  
\_\_\_\_\_  
(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date  
hereof.

\_\_\_\_\_  
(Signature)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ whose signature appears above, to me known, and know to  
be the \_\_\_\_\_ of \_\_\_\_\_,  
(title)

the municipal corporation described in and which executed the above certificate, who  
being by me duly sworn did depose and say that he/she, the said \_\_\_\_\_  
resides at \_\_\_\_\_, and  
that he /she is the \_\_\_\_\_ of said municipal  
corporation.  
(title)

\_\_\_\_\_  
Notary Public                      County

**SCHEDULE "A"**

**TRANSFER SITE LOCATION AND USERS**

*(to be completed by the Municipality)*

**SITE NAME & ADDRESS:**

**LIST OF CURRENT USERS:**

Note: The Municipality shall conduct such site-specific environmental reviews as necessary to comply with the State Environmental Quality Review Act ("SEQRA") and its implementing regulations, coordinating such review with the County as an involved agency. The Municipality shall include with this signed Agreement evidence of its compliance with SEQRA, e.g., a Negative Declaration, a Findings Statement or, in the case of a Type II action, the minutes or a Resolution of the Municipality's governing board including a statement as to its Type II classification. In the event that the Municipality and another municipality enter into an agreement to *jointly provide* the Transfer Site, that agreement shall be appended to this Agreement.

## SCHEDULE "B"

### **YARD WASTE TRANSFER SITE OPERATIONAL REQUIREMENTS**

**The Host Municipality must:**

Provide a site that is at least 1/2 acre in size and provides adequate space for 110 cubic yard trailers to enter, load and leave.

*Register* the site with the NYS Dept. of Environmental Conservation and conduct site specific environmental reviews as necessary to comply with SEQRA; coordinate such reviews with the County Dept. of Environmental Facilities as an "involved agency".

Provide a front end loader and qualified operator (The Loader must be able to reach 13 feet, 6 inches utilizing either municipally provided ramp or extended arms.)

Make site improvements necessary for this transfer station operation (i.e., a ramp for loading the waste or a loader capable of reaching a height of 13' 6")

Staff the site with municipal personnel at all times between 7 a.m. and 3 p.m.

Operate the site in a "load and go" manner whereby staged yard waste is loaded directly into provided trailers and trailers will immediately leave the site

Be responsible for any damage incurred to transfer trailers during loading

Prohibit and eliminate plastic bags and other contaminants within the organic yard waste (All contaminants, which are any materials other than yard waste as specified herein, and brown paper leaf bags, must be removed by the Municipality prior to loading. All costs related to contaminated loads shall be the responsibility of the host municipality.)

Accept organic yard waste from other District municipalities (Other District municipalities using the site would pay a tip fee to the host municipality as mutually agreed upon, but less than the current garbage tip fee.)

Accept organic waste from landscapers (Host municipalities may charge landscapers a fee for dumping.)

Keep adequate record of volumes delivered by other municipalities (Municipalities wishing to utilize this program but not allow other District municipalities access may do so at a payment equal to the tip fee for garbage.)

Any of these requirements may be modified for individual sites upon mutual agreement of the County and the host municipality.

## SCHEDULE "C"

### FEES

In consideration of the services provided by the County, the Municipality shall pay the County \$16.32 per ton for the period from April 1, 2013 through December 31, 2013. Effective January 1, 2014, the Municipality shall pay the County at a rate subject to an annual adjustment factor equal to the percentage change in the Consumer Price Index for all Urban Consumers for New York, New York-Northeastern New Jersey as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI").

However, if a District host-municipality accepts organic yard waste from a non-District municipality, it shall pay to the County a rate of \$50.00 per ton for such non-District waste, subject to an annual CPI adjustment, which amount represents the County's actual disposal cost plus an administrative fee. To the extent that any non-District member joins the District during the term of this IMA, that municipality shall be entitled to an automatic rate adjustment to allow for the payment of the District rate. The County shall arrange for the transport of the yard waste to composting facilities outside the County

Other District municipalities using the Transfer Site shall pay a tip fee to the host municipality as mutually agreed upon, but in no event may it be higher than the municipal tipping fee for the Resource Recovery Facility, as such fee may be adjusted from time to time. Notwithstanding the above, if the Municipality excludes other municipalities from using the Transfer Site or fails to negotiate in good faith with them for such use, the Municipality shall pay the County at the rate per ton equal to the full annual municipal tipping fee for the Resource Recovery Facility, as such fee may be adjusted from time to time.

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
NOVEMBER 19, 2014

2. ADOPTION OF VILLAGE FIXED ASSET POLICY

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.

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
NOVEMBER 19, 2014

**3. FIRE DEPARTMENT MEMBERSHIP**

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approves the under 18 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 under 18 membership of **Alex Saitta** to the Briarcliff Fire Company.

# Briarcliff Manor Fire Department

1111 PLEASANTVILLE ROAD  
BRIARCLIFF MANOR, NY 10510



ROBERT O'HANLON, JR., Chief  
DENNIS L. REILLY, 1st Ass't Chief  
ROBERT M. GARCIA, 2nd Ass't Chief

EMAIL: fdchief@briarcliffmanor.org

EMERGENCY 911  
CHIEF'S OFFICE (914) 941-0879  
FAX (914) 944-2758

Office of the Chief

DATE: October 22, 2014  
TO: Christine Dennett, Village Clerk  
Briarcliff Manor Board of Trustee's  
FROM: Chief Robert O'Hanlon Jr. - Briarcliff Manor Fire Department  
SUBJECT: NEW MEMBER - Request for Village Approval

Honorable Mayor and Trustee's;

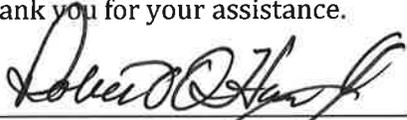
**Ryan Lewis , date of birth 02-20-1996 and residing at 235 Elm Rd, Briarcliff Manor, New York, , has applied for membership in the Briarcliff Manor Fire Department**

The applicant listed above, has been vetted by the Briarcliff Fire Company Membership Committee and determined to meet the criteria set forth by the Briarcliff Manor Fire Department.

FURTHERMORE, the Chief of Department has performed an Arson Background Check on said member who has been found to have NO record of Arson Conviction.

The Chief of Department Requests that the Village of Briarcliff Board of Trustee's approve the application set before you and send such confirmation to **Chiefs Office** at your earliest convenience.

Thank you for your assistance.

  
Robert O'Hanlon Jr.  
Chief of Department

10/22/14  
Dated

  
Secretary - Briarcliff Fire Company

11/5/14  
Dated

  
Village Clerk - Christine Dennett

11-5-14  
Dated

# Briarcliff Manor Fire Department

1111 PLEASANTVILLE ROAD  
BRIARCLIFF MANOR, NY 10510

Office of the Chief



ROBERT O'HANLON, JR., Chief  
DENNIS L. REILLY, 1st Ass't Chief  
ROBERT M. GARCIA, 2nd Ass't Chief

EMAIL: fdchief@briarcliffmanor.org

EMERGENCY 911  
CHIEF'S OFFICE (914) 941-0879  
FAX (914) 944-2758

DATE: October 22, 2014  
TO: Christine Dennett, Village Clerk  
Briarcliff Manor Board of Trustee's  
FROM: Chief Robert O'Hanlon Jr. - Briarcliff Manor Fire Department  
SUBJECT: NEW MEMBER - Request for Village Approval

Honorable Mayor and Trustee's;

**Alex Saitta , date of birth 10-21-1993 and residing at 235 Elm Rd, Briarcliff Manor, New York, ,** has applied for membership in the Briarcliff Manor Fire Department

The applicant listed above, has been vetted by the Briarcliff Fire Company Membership Committee and determined to meet the criteria set forth by the Briarcliff Manor Fire Department.

FURTHERMORE, the Chief of Department has performed an Arson Background Check on said member who has been found to have NO record of Arson Conviction.

The Chief of Department Requests that the Village of Briarcliff Board of Trustee's approve the application set before you and send such confirmation to **Chiefs Office** at your earliest convenience.

Thank you for your assistance.

A handwritten signature in black ink, appearing to read "Robert O'Hanlon Jr.", written over a horizontal line.

Robert O'Hanlon Jr.  
Chief of Department

10/22/14  
Dated

A handwritten signature in black ink, appearing to read "Deborah O'Connell", written over a horizontal line.

Secretary - Briarcliff Fire Company

11-5-14  
Dated

A handwritten signature in black ink, appearing to read "Christine Dennett", written over a horizontal line.

Village Clerk - Christine Dennett

11-5-14  
Dated

Village Board of Trustees  
Regular Meeting  
November 5, 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 5<sup>th</sup> 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

**Public Hearing to Amend Chapter 220, Zoning to Add a New Section 220-9.2 for the Regulation of Residential Use of Dwelling Units in Existing Accessory Buildings in the R80A, the R60A, the R40A, and the R40B Single-Family Residence Zoning Districts**

Upon motion by Trustee DeRose, seconded by Trustee Wilson, the Board voted unanimously to reopen the Public Hearing.

Mayor Vescio gave a synopsis of the proposed legislation and the changes to the draft. He stated no further comments were received from the Planning Board, Westchester County or surrounding communities.

Deputy Mayor Sullivan stated the legislation allowed the Board to take action in the furtherance of the Comprehensive Plan.

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

Upon motion by Deputy Mayor Sullivan, seconded by Trustee DeRose, the Board voted unanimously to incorporate the amended language into the legislation.

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

**State Environmental Quality Review Act Determination  
Negative Declaration**

## **Accessory Residential Zoning**

WHEREAS, the Board of Trustees ("Board of Trustees") of the Village of Briarcliff Manor, New York ("Village") is considering amendments to Village Code Chapter 220, Zoning to add a new Section 220-9.2 to permit and regulate certain residential use of dwelling units in existing accessory buildings in the R80A, the R60A, the R40A, and the R40B single-family residence zoning districts ("Proposed Action"); and

WHEREAS, the Board of Trustees has determined that the Proposed Action is subject to the State Environmental Quality Review Act ("SEQRA"), that it does not involve any federal agency, and that it will not involve other agencies, and that the Board of Trustees is Lead Agency for the Proposed Action under SEQR Regulation §617.6(b)(1); and

WHEREAS, the Board of Trustees reviewed a full Environmental Assessment Form, Parts 1 & 2, dated October 3, 2013, prepared on its behalf by the Village Planning Consultant BFJ Planning for assessment of the Proposed Action ("Full EAF"); and

WHEREAS, a duly advertised public hearing pursuant to NYS Village Law §7-708 was held on the Proposed Action by the Board of Trustees at Village Hall, 1111 Pleasantville Road, Briarcliff Manor, New York, at 7:30 PM on October 15, 2014, and at 7:30 PM on November 5, 2014, at which times all those wishing to be heard were given the opportunity to be heard, and the hearing was closed on November 5, 2014; and

WHEREAS, the Board of Trustees received and considered written comments on the Proposed Action from the Village Planning Board and the Westchester County Department of Planning,

**NOW THEREFORE BE IT:**

**RESOLVED**, that the Board of Trustees, having considered the facts and conclusions set forth in the Full EAF regarding the potential environmental impacts of the Proposed Action, hereby determines that the Proposed Action is a Type 1 Action under SEQR and that adoption of the amendments to Village Code Chapter 220, Zoning contemplated as the Proposed Action will not have any significant adverse impact on the environment as set forth in the "Negative Declaration" attached hereto; and be it

**FURTHER RESOLVED**, that the Mayor or his designee is authorized to execute the Full EAF and, for the reasons set forth, to execute and file a Negative Declaration in accordance with the applicable provisions of law.

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

BE IT FURTHER RESOLVED that the proposed local amending Chapter 220, Zoning to Add a New Section 220-9.2 for the Regulation of Residential Use of Dwelling Units in Existing Accessory Buildings in the R80A, the R60A, the R40A, and the R40B Single-Family Residence Zoning Districts is hereby adopted.

**Public Comments**

There were no public comments.

**Authorize Village Manager to Continue Village Counsel Services with Clinton Smith and Retain General Provision Legal Services with McCarthy Fingar, LLP**

The Board thanked Village Attorney Smith and his new firm for continued to serve as legal counsel to the Village.

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

WHEREAS, by appointment made April 9, 2014, the Board of Trustees ("Board of Trustees") of the Village of Briarcliff Manor, New York ("Village") continued the appointment of Clinton Smith of the law firm of Wormser, Kiely, Galef & Jacobs LLP as Village Counsel; and

WHEREAS, prior to and since the date of that appointment, Mr. Smith and other attorneys with whom he has practiced at Wormser, Kiely, Galef & Jacobs have provided legal assistance to the Village in various matters; and

WHEREAS, as of November 1, 2014, Mr. Smith and certain other attorneys with whom he practices are relocating their practice to the law firm of McCarthy Fingar LLP; and

WHEREAS, the Village would like to continue the services of Mr. Smith and such other attorneys with whom he has practiced to maintain, among other things, a continuity of service on active matters; and

NOW, THEREFORE, BE IT

RESOLVED, that the appointment of Clinton Smith as Village Counsel made April 9, 2014, is continued in accordance with its terms, without modification or extension but subject to such further action as the Board deems appropriate; and be it

FURTHER RESOLVED, that the Village Manager be and hereby is authorized to retain McCarthy Fingar LLP for general provision of legal services effective as of November 1, 2014, but otherwise on the same terms and basis as Wormser, Kiely, Galef & Jacobs LLP has been retained, without modification or

extension but subject to such further action as the Board deems appropriate; and be it

FURTHER RESOLVED, that if the Village retains McCarthy Fingar for general provision of legal services, Village officials and staff are authorized to call upon and utilize the services of attorneys at McCarthy Fingar on the same terms and basis as they called upon and utilized the services of attorneys at Wormser, Kiely, Galef & Jacobs; and be it

FURTHER RESOLVED, that as may be appropriate to maintain continuity of service on active matters, the Village Manager is authorized to engage other attorneys as special counsel on the same terms and basis as Wormser, Kiely, Galef & Jacobs has been retained, without modification or extension but subject to such further action as the Board deems appropriate; and be it

FURTHER RESOLVED, that if the Village retains McCarthy Fingar for general provision of legal services, then McCarthy Fingar's engagement shall include such administration and support of such Special Counsel as the Village Manager may direct or approve; and be it

FURTHER RESOLVED, that the Village Manager is authorized to take all steps necessary to implement the provisions of this Resolution.

**Budget Transfer Between Funds**

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 does hereby authorize the following budget transfers between funds for FY 2014-2015 totaling \$5,400:

**STAUFFER SUBDIVISION**

<b>From:</b> TE 8022	Stauffer Inspection Fees	\$900
<b>To:</b> A3620.103	Safety Inspection (Part Time)	\$900

**445 NORTH STATE ROAD**

<b>From:</b> TA 0970	445 N. State Rd Escrow	\$4,500
<b>To:</b> A3620.103	Safety Inspection (Part Time)	\$4,500

**General Fund Inter-fund Transfers**

Increase Budget:

<b>From:</b> A0102.5031	\$5,400
<b>To:</b> A3620.103	\$5,400

**Tax Certiorari – 1181 Pleasantville Road**

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

WHEREAS, Arthur Malsin, Jr. (1181 Pleasantville Road) instituted tax certiorari proceedings pursuant to Article 7 of the Real Property Tax Law of the State of New York; and

WHEREAS, the tax certiorari filings were for Town of Ossining assessment years 2010-2013; and

WHEREAS, the tax certiorari filings relate to Village of Briarcliff Manor fiscal years 2011-2012, 2012-2013, 2013-2014 and 2014-2015; and

WHEREAS, a Consent Order of the Supreme Court of the State of New York, County of Westchester, was entered on September 24, 2014;

WHEREAS, the Consent Order was received after the finalization of the approval of the Village budget for Fiscal Years 2011-2012, 2012-2013, 2013-2014 and 2014-2015;

WHEREAS, the Consent Order reduced the tax assessment for the subject property for the Fiscal Years 2011-2012, 2012-2013, 2013-2014 and 2014-2015 assessment roll; and

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees does hereby authorize the refund of the tax bill for Fiscal Years 2011-2012, 2012-2013, 2013-2014 and first half of 2014-2015 in the amount of \$1,572.12 and the abatement of the second half tax bill in the amount of \$205.75 based upon the reduced assessment values in the Consent Order.

Year	Address	Assessed Value	New Assessed Value	Assessment Reduction	Original Tax Amount	Reduced Tax Amount	Refund	Abatement
2011	1181 Pleasantville Rd	\$38,500	\$33,100	\$5,400	\$3,426.50	\$2,945.90	\$480.60	
2012	1181 Pleasantville Rd	\$38,500	\$33,100	\$5,400	\$3,477.32	\$2,989.59	\$487.73	
2013	1181 Pleasantville Rd	\$38,500	\$34,265	\$4,235	\$3,618.54	\$3,220.50	\$398.04	
2014	1181 Pleasantville Rd	\$38,500	\$34,265	\$4,235	\$3,740.89	\$3,329.39	\$205.75	\$205.75
				<b>\$19,270</b>			<b>\$1,572.12</b>	
				<b>TOTAL AV REDUCTION</b>			<b>TOTAL REVENUE REDUCTION</b>	<b>\$1,777.87</b>

**Acceptance of Assistance to Firefighters Grant**

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

BE IT RESOLVED, that the Board of Trustees hereby accepts the Assistance to Firefighters grant from FEMA in the amount of \$167,451.

Increase Revenue– Fire Fighters Grant A0104.4389 by \$176,264

Increase Expense –Fire Fighters Grant A3410.201.4389 by \$176,264

**Award of Bid – Breathing Equipment for the Fire Department**

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

WHEREAS the Village received 1 bid for the Breathing Air Compressor & Fill Station Project (VM-1415-4); and

NOW, THEREFORE, BE IT RESOLVED that the bid for the Breathing Air Compressor & Fill Station Project (VM-1415-4) is hereby awarded to AAA Emergency Supply Co. Inc. with their bid proposal of \$62,990 which will be charged to budget code A3410.201.4389.

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with AAA Emergency Supply Co. Inc. for said project.

**Re-Schedule 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 Pohar, seconded by Deputy Mayor Sullivan, the Board voted unanimously to approve the following resolution:

BE IT RESOLVED that a Public Hearing is hereby scheduled for November 24, 2014 at 7:30pm or as soon thereafter as practicable in Village Hall located at 1111 Pleasantville Road, Briarcliff Manor, NY to hear and consider an application to amend the Third Amended and Restated Special Permit and Tree Removal Permit issued to Briarcliff Manor Investors LLC and Integrated Development Group LLC (The Club at Briarcliff Manor).

Upon motion by Deputy Mayor Sullivan, seconded by Trustee DeRose, the Board voted unanimously to reschedule the Work Session originally scheduled for Tuesday, November 25, 2014 to Monday, November 24, 2014 at 6:45pm.

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

BE IT RESOLVED that the Briarcliff Manor Board of Trustees will hold a Public Hearing on November 24, 2014, at 7:45 p.m. or as soon thereafter as practicable, at Briarcliff Village Hall, 1111 Pleasantville Road, Briarcliff Manor, New York. The purpose of the Public Hearing is 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. The purpose for which the easements will be acquired is the implementation of the Village's Public Purpose Infrastructure Improvements Project, i.e. construction of public water and sewer improvements.

Village Attorney Smith stated the public hearing involved work that had to be done in context with the Club's development and was consistent with their site plan approval and special use permit. He further stated it was all reviewed under SEQRA and would not require further review.

#### **Election Resolution for Annual Village Election 2015**

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

BE IT RESOLVED that the annual Village Election will be held in the Village of Briarcliff Manor on Wednesday, March 18, 2015 between the hours of 6:00am and 9:00pm during which the polls will be open.

BE IT FURTHER RESOLVED that the following Village Offices are to be elected at the annual Village Election of March 18, 2015 for the terms as set forth herein:

<u>Office</u>	<u>Term</u>
Mayor	2 Years
Trustee (2)	2 Years

#### **Fire Department Memberships**

The Board thanked the new members for volunteering.

Upon motion by Trustee Pohar, seconded by Deputy Mayor Sullivan, 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 under 18 membership of **Jenna Heitzler** to the Briarcliff Manor Hook and Ladder Company.

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approves the under 18 membership of **Patrick Curran** to the Briarcliff Manor Hook and Ladder Company.

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approves the membership of **Keith Sherman** to the Briarcliff Manor Hook and Ladder Company.

### **Minutes**

Upon motion by Deputy Mayor Sullivan, seconded by Trustee DeRose, the Board voted unanimously to approve the minutes of October 15, 2014 as amended.

### **Adjournment**

Village Manager Zegarelli reported that the leak was found in the Village pool and repairs were being made.

Upon motion by Trustee DeRose, seconded by Trustee Wilson, the Board voted unanimously to adjourn the regular meeting at 8:25pm.

Respectfully Submitted By,

Christine Dennett  
Village Clerk