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**AGENDA**  
**SEPTEMBER 7, 2016**  
**BOARD OF TRUSTEES**  
VILLAGE OF BRIARCLIFF MANOR, NEW YORK  
REGULAR MEETING – 8:00 PM

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1. Public Hearing to Renew a Special Use Permit – Scarborough Presbyterian Church

**Board of Trustees Announcements**

**Village Managers Report**

**Public Comments**

2. Appointment of Police Chief
3. Tax Certiorari – Urstadt Biddle Properties, Inc.
4. Authorize the Village Manager to Execute a Lease Agreement for 200 Scarborough Station Road with the United States Postal Service
5. Authorize the Village Manager to Authorize an Extension to an Agreement with the New York State Department of Transportation for the 2016-2017 Snow and Ice Agreement
6. Authorize Village Manager to Execute a Master Municipal Multi-Modal (MM) Capital Project Agreement with the New York State Department of Transportation
7. State Environmental Quality Review Act Negative Declaration - Route 9A & North State Road Intersection Improvements
8. Fire Department Memberships
9. Minutes
  - August 17, 2016 – Regular Meeting

**NEXT REGULAR BOARD OF TRUSTEES MEETING – SEPTEMBER 21, 2016**

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
SEPTEMBER 7, 2016

**1. PUBLIC HEARING: SPECIAL USE PERMIT, SCARBOROUGH  
PRESBYTERIAN CHURCH AND NURSERY SCHOOL**

BE IT RESOLVED that the Special Use Permit issued to Scarborough Presbyterian Church and Nursery School is hereby renewed subject to the same conditions included in the original Special Use Permit approval dated June 27, 1985 and as amended on August 19, 2015.

BE IT FURTHER RESOLVED that the Special Use Permit renewal shall extend to October 5, 2021.

BE IT FURTHER RESOLVED that should the Scarborough Presbyterian Church and Nursery School desire to renew this Special Use Permit for another five year period, commencing in 2021, the Church/School shall be responsible for requesting the renewal at least sixty (60) days prior to the expiration of the Special Use Permit.

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
AUGUST 19, 2015

**PUBLIC HEARING, AMENDMENT TO SPECIAL USE PERMIT,  
SCARBOROUGH PRESBYTERIAN CHURCH**

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

**SPECIAL USE PERMIT RENEWAL AND AMENDMENT**

**SCARBOROUGH PRESBYTERIAN CHURCH**

**WHEREAS**, by Resolution adopted June 27, 1985, the Board of Trustees of the Village of Briarcliff Manor issued a Special Use Permit to the Scarborough Presbyterian Church ("Church") to operate a nursery school facility for young children with their instructors (the "Nursery School"), subject to the conditions set forth therein, for a period of five (5) years at 671 Scarborough Road, Briarcliff Manor, New York (the "Premises"); and

**WHEREAS**, by Resolution adopted March 11, 2003 the Village of Briarcliff Manor Planning Board granted Site Plan Approval for the Church; and

**WHEREAS**, the said Special Permit, has been renewed from time to time by the Village Board, most recently on June 17, 2015; and

**WHEREAS**, by separate letters both dated July 20, 2015, the Church has applied to the Board of Trustees to amend the Special Use Permit, and to the Planning Board to amend the said Site Plan Approval, relative to changing the Nursery School to a Day Care Center to be licensed through the New York State Office of Children and Family services, which requires certain renovations and upgrades to the Premises; and

**WHEREAS**, pursuant to Village Code Section 220-6(C), the Board of Trustees referred the application for amendment of the Special Use Permit to the Planning Board for report and recommendation; and

**WHEREAS**, at its meeting of August 11, 2015, the Planning Board reviewed the applications for Special Permit approval as referred and for Site Plan Approval, and issued a recommendation that the Board of Trustees approve the amendment to the Special Permit, and thereafter granted Amended Site Plan approval for the Project, conditioned up approval by the Board of Trustees of the

Amended Special Use Permit including a SEQRA determination, relative to the Project; and

**WHEREAS**, pursuant to Village Code Section 220-6(C), the Board of Trustees held a duly notice public hearing on August 19 , 2015, at 7:30pm at which time the public was invited to provide comments on the Special Use Permit; and

**WHEREAS**, the Board of Trustees has reviewed a Short Environmental Assessment Form submitted by the Applicant and has determined that the Project is an Unlisted action in accordance with the New York State Environmental Quality Review Act ("SEQRA").

**NOW THEREFORE, BE IT RESOLVED THAT**, in accordance with SEQRA, the Board of Trustees hereby determines that the proposed action will not have a significant impact upon the environment as it will not significantly alter the existing use of the Premises and it will not have an adverse impact upon the character of the area; and

**BE IT FURTHER RESOLVED THAT** the Special Use Permit for the Church is hereby renewed subject to the same conditions included in the original Special Use Permit approval dated June 27, 1985, as renewed from time to time, and further amended by this Resolution, said renewal herein to extend retroactively to June 27, 2020; and

**BE IT FURTHER RESOLVED THAT** should the Church desire to renew this Special Use Permit for another five year period, commencing in 2020, the Church shall be responsible for requesting the renewal at least sixty (60) days prior to the expiration of the Special Use Permit; and

**BE IT FURTHER RESOLVED THAT** said Special Use Permit for the Church, is hereby further amended to reflect the aforementioned renovations and upgrades including (a) renovation of three classrooms identified on Project plans as Classrooms #1, #2 and #3 to include new handicap accessible exits, which doors will lead to a landing and then a ramp leading to a new walkway where the existing walkway is currently located, (b) upgrade of the fire safety equipment to include Central Station Monitoring with pull boxes at each egress door, sirens/strobes, hard wired smoke detectors, heat sensors, and carbon monoxide detectors, (c) enclosure of the boiler room in a one hour fire rated enclosure which will include (i) installing a 2 hour fire rated metal door on the boiler room, (ii) installing 5/8 inch fire rated GWB sheathing over 6 inch O.C. metal studs, and (iii) replacing the ceiling board with 5/8 inch fire rate GWB sheathing, and (d) addition of a bi-fold door between classroom #1 and #3 for ease of movement between the two rooms for staff and children; and

**BE IT FURTHER RESOLVED THAT** the Special Use Permit also reflects and approves certain operational changes proposed by the Church which are limited to (a) decreasing the number of children in the program from 70 to 60 per day, and (b) changing the hours of operation from 9:00am to 3:00pm to an extended day with the option of 8:00am to 4:00pm; and

**BE IT FURTHER RESOLVED THAT**, the violation of any term or condition of this Resolution or the Special Use Permit as renewed and amended, shall place the Special Use Permit and any associated Certificate of Occupancy in jeopardy and subject to revocation by the Village; and

**BE IT FURTHER RESOLVED THAT** except as otherwise provided herein, all other terms and conditions of the Special Use Permit as amended and renewed from time to time shall remain in full force and effect.

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
THURSDAY, MAY 1, 2003

2. (b) Special Use Permit, Scarborough Presbyterian Church

The current Special Use Permit for the operation of the church in a residential zone and the operation of the nursery school at the site expired on October 4, 2001. The church submitted a request to the Board of Trustees on October 3, 2002 to amend their Special Use Permit, to provide for site modifications. The Board directed the matter to the Planning Board for review and recommendation. The Planning Board has approved the site modifications and has recommended that the Board modify the Special Use Permit.

I have included the following information relating to this application:

1. Request for modification of Special Use Permit (3/24/03 and 3/19/03)
2. Resolution of Planning Board (3/11/03).
3. Memo from Building Department concerning review by Architectural Review Advisory Committee.
4. Information concerning enrollment in the Children's Center.

Should the Board want to approve the Special Use Permit for the church, I would recommend the following resolution:



WHEREAS, Scarborough Presbyterian Church (the applicant) previously has been issued a Special Permit by the Board of Trustees, in accordance with the Village Zoning Ordinance, to operate a place of worship and nursery school facility, from June 27, 1985, for periods not in excess of five years; and

WHEREAS, Scarborough Presbyterian Church and nursery school facilities are located on Scarborough Road, Briarcliff Manor, as shown on Village tax maps designated Section 4, Plate 11, Block 9, Lots 10 and 11; and

WHEREAS, the Scarborough Presbyterian Church has requested a modification to the site plan including increased parking and an addition to the carriage house building that requires a modification of the Special Use Permit; and

WHEREAS, said application was duly referred to the Planning Board for review and report thereon in accordance with the procedures established in the Village Zoning Ordinance; and

WHEREAS, the Board of Trustees, as lead agency, did request the applicant to complete a Short Environmental Assessment form as part of the application and after

review of said form the Board of Trustees has determined that the proposed development will not have a significant impact on the environment; and

WHEREAS, the Planning Board has reviewed the application and approved a modification of the site plan for the church facility by resolution dated March 11, 2003; and

WHEREAS, the Planning Board has acted as lead agency pursuant to SEQRA, based upon the site plan modification; and

WHEREAS, the Planning Board has determined that the site plan modification and the issuance of a Special Use Permit relating thereto does not pose an adverse environmental impact and has issued a negative declaration; and

WHEREAS, the Board of Trustees does hereby concur with the environmental findings of the Planning Board; and

WHEREAS, the Village Board of Trustees has previously considered said application in relation to Section 4(B) of the Village Zoning Ordinance and finds that the applicant's operations since June 27, 1985, to comply with conditions cited in its original Special Permit resolution of approval, finds that the conditions and standards of Section 4(B), Subsection C of the Zoning Ordinance may continue to be met by a Special Permit granted under the conditions previously set;

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees, does hereby grant a Special Permit to Scarborough Presbyterian Church to continue operating a nonresidential institution, for a period of five years, subject to all previous conditions set in all previous Special Permit approvals, the violation of any of which shall place the Special Permit and its Certificate of Occupancy in jeopardy and subject to revocation by the Village.

BE IT FURTHER RESOLVED, that the Board of Trustees does hereby adopt the findings and negative declaration of the Planning Board pursuant to SEQRA.

BE IT FURTHER RESOLVED, that this Special Permit is subject to the conditions established in the resolution adopted by the Planning Board dated March 11, 2003.

BE IT FURTHER RESOLVED, that the result and intent of this resolution is to continue the entire Scarborough Presbyterian Church under a single Special Permit review, irrespective of any previous claims to nonconformity status, all of which shall operate under the control of a single expiration date, to expire on October 4, 2006, which is five (5) years from the expiration date of the previous permit and the Scarborough Presbyterian Church may apply for a single Special Permit extension on or before this five (5) year increment and obtain the renewal of such permit to the extent deemed feasible by the Village Board of Trustees at the time of review.

EXCERPT FROM THE MINUTES OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES  
OF THE VILLAGE BRIARCLIFF MANOR, NEW YORK, HELD JUNE 27, 1985

Upon motion made by Trustee Wetzel, seconded by Trustee Pacchiana, the following resolution was unanimously approved:

WHEREAS, Richard A. Leins, Esq., agent for the Scarborough Presbyterian Church, has requested a Special Permit to operate a nursery school in existing facilities on the Church property; and

WHEREAS, the proposal is further set forth in a letter dated April 17, 1985, from Attorney Leins, and is shown on a site plan entitled: Church School Addition to Scarborough Presbyterian Church, Scarborough, New York, prepared by A. M. Kinney Associates, Architects and Engineers, New York, dated October 5, 1960, last revised December 14, 1960, as follows:

Site Plan, Sheet No. 01  
Plans & Details, Sheet No. 101  
Elevations & Details, Sheet No. 102  
Sections & Details, Sheet No. 103  
Schedules & Details, Sheet No. 104; and

WHEREAS, the proposed nursery school facility and Scarborough Presbyterian Church are located on Scarborough Road, Briarcliff Manor, as shown on Village tax maps designated Section 4, Plate 11, Block 9, Lots 10 and 11; and

WHEREAS, said application was duly referred to the Village Planning Board by the Village Board of Trustees for review and report thereon in accordance with the procedures established in the Village Zoning Ordinance; and

WHEREAS, the Board of Trustees, upon recommendation of the Planning Board did request the applicant to complete an environmental assessment form and after review of said form the Board of Trustees has determined that the proposed development will not have a significant impact on the environment; and



WHEREAS, the Board of Trustees pursuant to the requirements of SEQR/VEQR, hereby issues a Negative Declaration, determination of non-significance, on the basis that the proposed special permit approval is an unlisted action, not requiring lead agency determination or circulation, and hereby directs such negative declaration to be filed with the Village Clerk's records as part of this action; and

WHEREAS, the Planning Board directed the Village Engineer and Village Planner to review said application with the applicant's engineer, and as a result thereof, the Planning Board discussed the applicant's proposal at a regularly scheduled public meeting on June 11, 1985, and did report its written recommendation to the Board of Trustees by memorandum dated June 20, 1985; and

WHEREAS, the Planning Board has recommended to the Board of Trustees that a Special Permit be granted with conditions as set forth in the above-stated memorandum, which conditions, among others, recognize the nature of the proposed nursery school facility and therefore recommends conditions related to safety of the occupants of the proposed structure as well as protection of the health, welfare and benefit of the general Village residents and property owners; and

WHEREAS, the Planning Board has noted that it has caused the referral of the proposed Special Permit application to the Westchester County Planning Board for review and recommendation, and has conducted a site plan review and is prepared to issue its site plan approval upon the granting of a Special Permit by the Village Board of Trustees; and

WHEREAS, the Village Board of Trustees has carefully considered said application in relation to Section 4(B) of the Village Zoning Ordinance and finds that the applicant's proposal in relation to the particular site on which it would be located is, upon the basis of the uniqueness

of the site and its circumstances, appropriate for the granting of a Special Permit and finds that the conditions and standards of Section 4(B)C of the Zoning Ordinance may be met by a special permit granted with the conditions as set forth below.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees in a meeting held on June 27, 1985, does hereby grant a special permit, to run for a period of five (5) years from the date of this resolution, issued to the Scarborough Presbyterian Church to operate a nursery school facility for young children with their instructors, subject to the following conditions, the violation of any of which shall place the Special Permit and its Certificate of Occupancy in jeopardy and subject to revocation by the Village:

1. The principal use of the nursery school facility shall be for the education of young children within Briarcliff Manor and its environs. Any accessory uses shall be as noted on the site plan submitted, as revised and noted above, and as may be approved by the Planning Board.
2. The intensity of use shall be limited to the maximum pupil enrollment which has occurred since the existence of the school. This enrollment figure shall be submitted to the Village to become a part of this Special Permit. Intensity of use of the nursery school facility shall be as permitted by the Village Building Code. Faculty and staff shall be limited to the approximate present ratios of same to students, also to be submitted as part of this Special Permit. Off-street parking, bus loading (if any), building coverage and floor space shall be as shown on the submitted site plans except that the Planning Board shall have the authority to modify the parking, landscaping, drainage, building shape and other matters normally considered in site plan review in accordance with the spirit and intent of the Zoning Ordinance and the Special Permit standards therein and this resolution.
3. The nursery school shall operate generally in accordance with normal school operating hours or its current operation, whichever is greater.
4. The nursery school facilities shall be used as a day school primarily. In general, there shall be no use of the school facilities for other than directly related educational and recreational activities.

5. Every effort shall be made to maintain the nursery school grounds and activities conditioned thereon in a manner which preserves and protects the environment, character and land use and property of surrounding Village property owners.
6. The Church shall maintain the existing landscaping and drainage so as to provide continued protection, peace and quiet for abutting property owners.
7. No parking, recreation or other outdoor activities shall be permitted on the site other than in designated areas shown on the site plan and as approved by the Planning Board.
8. The Church shall obtain site plan approval from the Planning Board, including the conditions noted and recommended in the Planning Board's memorandum of June 20, 1985.
9. The information and documents noted above including any site plan which may be approved by the Planning Board shall be filed with the Village Clerk. The applicant shall comply with all future requirements instituted by the Village Planning Board in connection with its final and detailed site plan review and approval.
10. Compliance with the above conditions shall be a requirement for the continued validity of any Certificate of Occupancy which may be issued by the Village Building Inspector in accordance herewith.
11. Prior to the expiration of this special permit, the applicant may request renewal of same, which shall be subject to review of the then prevailing zoning regulations as well as the above conditions. The Board of Trustees may reestablish this special permit with or without the above conditions and any others it deems appropriate and lawful.

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
SEPTEMBER 7, 2016

**2. APPOINTMENT OF PROVISIONAL POLICE CHIEF**

BE IT FURTHER RESOLVED that Donald Gorey is hereby appointed as Provisional Police Chief effective September 8, 2016 with a salary of \$143,000.00.

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
SEPTEMBER 7, 2016

**3. TAX CERTIORARI – URSTADT BIDDLE PROPERTIES, INC.**

WHEREAS, Urstadt Biddle Properties, Inc. 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 2011-2013; and

WHEREAS, the tax certiorari filings relate to Village of Briarcliff Manor fiscal years 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 July 21, 2016;

WHEREAS, the Consent Order was received after the finalization of the approval of the Village budget for Fiscal Year 2016-2017;

WHEREAS, the Consent Order reduced the tax assessment for the subject property for the Fiscal Years 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 2012-2013, 2013-2014 and 2014-2015 in the amount of \$5,266.56 based upon the reduced assessment value in the Consent Order.

Year	Address	Assessed Value	New Assessed Value	Assessment Reduction	Original Tax Amount	Reduced Tax Amount	Refund
2011	1844 Pleasantville Rd.	\$57,100	\$40,950	\$16,150	\$5,157.27	\$3,698.60	\$1,458.67
2012	1844 Pleasantville Rd.	\$57,100	\$36,600	\$20,500	\$5,366.71	\$3,439.96	\$1,926.75
2013	1844 Pleasantville Rd.	\$57,100	\$37,740	\$19,360	\$5,548.18	\$3,667.04	\$1,881.13
				<b>\$56,010</b>			<b>\$5,266.56</b>
				<b>TOTAL AV REDUCTION</b>			<b>TOTAL REVENUE REDUCTION</b>

7/6/2015  
 Rate -Town of Ossining  
 Bill Year VBM

2007  
 81.0456

2008  
 84.8943

2009  
 86.5802

2010  
 \$ 87.30

2011  
 \$ 89.00

2012  
 90.32

2013  
 93.988

2014  
 97.166

2015  
 99.188

Assessment	Bill	Parcel	Assessed	Current	Reduction	New	Reduction	New Tax	Change	Refund Prior	Refund	Abate 2nc	
Year	Owner on Bill	#	Address	Parcel	Value	Tax Bill	Tax Bill	Assessed	Amount	In Tax	Yrs	Current Yr	
2011	Urstadt Biddle Properties	20120050	1844 Pleasantville Rd	90.17-1-6	\$ 57,100.00	\$ 5,157.27	\$ 1,458.67	\$ 40,950.00	\$ 16,150.00	\$ 3,698.60	\$ 1,458.67	\$ 1,458.67	
2012	Urstadt Biddle Properties	20130915	1844 Pleasantville Rd	90.17-1-6	\$ 57,100.00	\$ 5,366.71	\$ 1,926.75	\$ 36,600.00	\$ 20,500.00	\$ 3,439.96	\$ 1,926.75	\$ 1,926.75	
2013	Urstadt Biddle Properties	27	1844 Pleasantville Rd	90.17-1-6	\$ 57,100.00	\$ 5,548.18	\$ 1,881.13	\$ 37,740.00	\$ 19,360.00	\$ 3,667.04	\$ 1,881.13	\$ 1,881.13	
										\$ -		\$ -	
										\$ -	\$ 5,266.56	\$ 5,266.56	\$ -

A1964.423 Budget \$ 100,000.00  
 Prior Refunds \$ -  
 Balance \$ 100,000.00

A1964.423 Refund of Real Prop. \$ 5,266.56  
 A0102.1001 Real Prop Tax Rev. \$ -

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER**

-----X  
In the Matter of the Application of

**URSTADT BIDDLE PROPERTIES,**

**Petitioner,**

**- against -**

**THE ASSESSOR OF THE TOWN OF OSSINING,  
BOARD OF ASSESSMENT REVIEW OF THE  
TOWN OF OSSINING AND THE TOWN OF  
OSSINING,**

**Respondents,**

**For a Review of Tax Assessments under  
Article 7 of the Real Property Tax Law.**

**NOTICE OF ENTRY  
APPLICATION FOR  
REFUND**

**90.17/1/6  
1844 Pleasantville Rd**

**90.17/1/5  
Pleasantville Road**

-----X  
**SIRS:**

**PLEASE TAKE NOTICE** that the within is a true copy of Judgment in the above-entitled matter dated July 22, 2016, and filed in the Office of the County Clerk of Westchester County on July 22, 2016,

**PLEASE TAKE FURTHER NOTICE** that the undersigned hereby demands that the refunds directed to be audited, allowed and paid to the petitioner in the above-entitled proceeding be allowed and paid according to the terms of said Order, and

**PLEASE TAKE FURTHER NOTICE** that this demand is made pursuant to §726 of the Real Property Tax Law of the State of New York.

Dated: Bronxville, New York  
July 26, 2016

**GRIFFIN, COOGAN, SULZER & HORGAN, P.C.**  
Attorneys for Petitioner  
51 Pondfield Road  
Bronxville, New York 10708  
(914) 961-1300

**TO: TOWN OF OSSINING  
VILLAGE OF BRIARCLIFF MANOR  
OSSINING UNION FREE SCHOOL DISTRICT**

At an IAS Term of the Supreme Court of the State of New York held in and for the County of Westchester, at the Courthouse located in White Plains, New York.

**PRESENT:**

**HON. BRUCE E. TOLBERT,**

**Justice.**

-----X  
In the Matter of the Application of

**URSTADT BIDDLE PROPERTIES INC.,**

**Petitioner,**

**-against-**

**THE ASSESSOR OF THE TOWN OF OSSINING,  
THE BOARD OF REVIEW OF THE TOWN OF  
OSSINING and THE TOWN OF OSSINING,**

**Respondents,**

**For Review Under Article 7 of the RPTL.**  
-----X

**CONSENT  
JUDGMENT**

**Index Nos.**

**15044/11**

**66844/12**

**65639/13**

NOV 11 2016  
CHAMBERS OF  
HON. BRUCE E. TOLBERT  
J.S.C.

The above Petitioner having heretofore served and filed the Petitions and Notices to review the tax assessments fixed by the Town of Ossining for the assessment years 2011 through 2013 upon certain real property located at 1844 Pleasantville Road, Town of Ossining, and designated as Section 90.17, Block 1, Lot 6, on the Official Assessment Map of the Town of Ossining, and for the 2012 assessment year upon certain real property located at Pleasantville Road, Town of Ossining, and designated as Section 90.17, Block 1, Lot 5, on the Official Assessment Map of the Town of Ossining,



and

The issues of these proceedings having duly come on for trial at an IAS Term of this Court, and the petitioner having appeared by **WILLIAM E. SULZER, ESQ.**, of Griffin, Coogan, Sulzer & Horgan, P.C., and the respondents having appeared by **BENJAMIN LEAVITT, ESQ.**, Special Counsel, and the parties having made their settlement, it is

**ORDERED, ADJUDGED AND DECREED**, that the assessments on the subject property be and the same are hereby reduced, corrected and fixed for the assessment years as follows:

**Section 90.17, Block 1, Lot 6**

<b><u>Assess. Year</u></b>	<b><u>Assessed Valuation</u></b>		<b><u>Amount of Reduction</u></b>
	<b><u>Reduced From</u></b>	<b><u>Reduced To</u></b>	
2011	57,100	40,950	16,150
2012	57,100	36,600	20,500
2013	57,100	37,740	19,360

**Section 90.17, Block 1, Lot 5**

<b><u>Assess. Year</u></b>	<b><u>Assessed Valuation</u></b>		<b><u>Amount of Reduction</u></b>
	<b><u>Reduced From</u></b>	<b><u>Reduced To</u></b>	
2012	215,830	215,830	-0-

and so reduced and confirmed, it is further

**ORDERED, ADJUDGED AND DECREED**, that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite of said entries, that the same have been corrected by the authority of this order, and it is further

**ORDERED, ADJUDGED AND DECREED**, that there shall be audited, allowed and paid to the petitioner by the **TOWN OF OSSINING** the amount of all Town, Ambulance, and any other ad valorem taxes, together with the proportionate share of any interest, penalty, or collection fee paid by reason of delinquent payment of any excess taxes, paid by the petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

**ORDERED, ADJUDGED AND DECREED**, that there shall be audited, allowed and paid to the petition by the **VILLAGE OF BRIARCLIFF MANOR** the amount of all Village taxes paid by the petitioner as taxes against the said erroneous assessment in excess of what the taxes would have been if the said assessment made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

**ORDERED, ADJUDGED AND DECREED**, that there shall be audited, allowed and paid to the petitioner by the **OSSINING UNION FREE SCHOOL DISTRICT** the amount of all School and/or library taxes, paid by the petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

**ORDERED, ADJUDGED AND DECREED**, that the County Legislators of the **COUNTY OF WESTCHESTER**, State of New York, be and are hereby directed and authorized to audit, allow and pay to the petitioner the amount, if any, of State, County, Judiciary and Sewer District taxes, paid by the petitioner as taxes against the erroneous assessments in excess of what the taxes would have been if the said assessments had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

**ORDERED, ADJUDGED AND DECREED**, that the Commissioner of Finance of Westchester County be served with a copy of this judgment, together with proof of payment of State, County, Judiciary, Sewer and any other Westchester County special district taxes, and it is further

**ORDERED, ADJUDGED AND DECREED**, that all tax refunds are to be paid with interest pursuant to §726 of the Real Property Tax Law of the State of New York; provided, however, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of this Order, time of the essence, with notice of entry upon the respective taxing authorities, and it is further

**ORDERED, ADJUDGED AND DECREED**, that all tax refunds hereinabove directed to be made by respondent, the **TOWN OF OSSINING** and/or any of the various taxing authorities, be made by check or draft payable to the order of **GRIFFIN, COOGAN, SULZER & HORGAN, P.C.**, as attorneys for the petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law §475 and it is further

**ORDERED, ADJUDGED AND DECREED**, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

Dated: *July 22, 2016*  
*White Plains, NY*

ENTER,

*Bruce E. Tolbert*  
HON. BRUCE E. TOLBERT, J.S.C.

**SIGNING AND ENTRY OF THE WITHIN  
ORDER IS HEREBY CONSENTED TO:**

*B. Leavitt*

**BENJAMIN LEAVITT, ESQ.**  
Attorney for Respondents  
16 Croton Avenue  
Ossining, New York 10562  
(914) 762-6004

*W. E. Sulzer*

**WILLIAM E. SULZER, ESQ.**  
Griffin, Coogan, Sulzer & Horgan, P.C.  
Attorneys for Petitioner  
51 Pondfield Road  
Bronxville, New York 10708  
(914) 961-1300

THE OFFICE OF THE WESTCHESTER  
COUNTY ATTORNEY HAS NO OBJECTION  
TO THE ENTERING OF THE WITHIN  
ORDER.

DATED: *July 21, 2016*

*David L. Suter*  
*Sr. Asst.* COUNTY ATTORNEY  
THE COUNTY OF WESTCHESTER

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
SEPTEMBER 7, 2016

**4. AUTHORIZE VILLAGE MANAGER TO EXECUTE A LEASE AGREEMENT FOR 200 SCARBOROUGH STATION ROAD WITH THE UNITED STATES POSTAL SERVICE**

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute on behalf of the Village a lease agreement with United States Postal Service for the lease of Village Owned Property located at 200 Scarborough Station Road for the annual rental of \$30,000 payable in equal monthly installments effective December 1, 2017 through May 31, 2018.

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



WWW.BRIARCLIFFMANOR.ORG  
TELEPHONE: (914) 941-4800  
FAX: (914) 941-4837

## MEMO

**To:** Philip Zegarelli, Village Manager  
**CC:** Christine Dennett  
**From:** Edward Ritter   
**Date:** August 15, 2016  
**Re:** Lease Renewal for Scarborough Station Post Office

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Attached is a renewal lease between The Postal service at the Scarborough Train Station and the Village of Briarcliff Manor (landlord). This is a five (5) year agreement commencing December 1, 2017, which contains a thirty-nine and a half percent (39.5%) increase from the current lease. The lease allows for two (2) additional renewals with five-percent (5%) for each renewal.

The Postal Service used a broker – CB Richard Ellis, Inc. (CBRE) to negotiate this lease. CBRE receives a percentage of the total initial lease, which amounts to six-thousand dollars (\$6,000) payable by the landlord. This amount is easily absorbed by the first year increase leaving all future years to be increased income to the Village of Briarcliff Manor. Below are certain areas of note in the lease agreement:

- The landlord must paint the interior, no later than six (6) months after the start of the lease. This would be between December 1, 2017 and May 31, 2018.
  - a. Only one coat is required. Tenant must pay for any additional coats
  - b. The interior must be repainted every five (5) years
- Utilities, Services & equipment Rider
  - a. Landlord is not responsible for any air-conditioning
  - b. Landlord can charge for trash removal
  - c. Landlord can charge for snow and ice removal from sidewalks, parking and maneuvering areas and any other areas that provides access to the Post Office
  - d. Landlord is responsible for removal of snow and ice from the roof

I would recommend this lease be executed by the Village of Briarcliff Manor.



**Lease**

BRIARCLIFF MANOR - SCARBOROUGH FIN STA (350930-003)  
200 SCARBOROUGH STA RD, BRIARCLIFF MANOR, NY 10510-2044



## Facility Name/Location

BRIARCLIFF MANOR - SCARBOROUGH FIN STA (350930-003)  
200 SCARBOROUGH STA RD, BRIARCLIFF MANOR, NY 10510-2044County: WESTCHESTER  
Lease: Q90000465975

This Lease made and entered into by and between VILLAGE OF BRIARCLIFF MANOR hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' attached hereto and made a part hereof.

Upon which is a one story, wood frame building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQ. FEET
Net Total USPS Leased SF	704

**Total Site Area:** 1,761.00

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:

FIXED TERM: The term becomes effective December 01, 2017 with an expiration date of November 30, 2022, for a total of 5 Years.

3. RENTAL: The Postal Service will pay the Landlord an annual rental of: \$30,000.00 (Thirty Thousand and 00/100 Dollars) payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

Rent checks shall be payable to:

VILLAGE OF BRIARCLIFF MANOR  
1111 PLEASANTVILLE RD.  
BRIARCLIFF MANOR, NY 10510-1626

4. RENEWAL OPTIONS: The Lease may be renewed at the option of the Postal Service, for the following separate and consecutive terms and at the following annual rentals:

EFFECTIVE DATE	EXPIRATION DATE	PER ANNUM RENTAL
12/01/2022	11/30/2027	\$31,500.00
12/01/2027	11/30/2032	\$33,075.00

provided that notice is sent, in writing, to the Landlord at least 30 days before the end of the original lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

Utilities Services & Equipment Rider, Maintenance Rider - Landlord Responsibility, Maintenance Rider UST - Landlord Responsibility.

6. TERMINATION:

The Postal Service may terminate this Lease at any time by giving 90 days written notice to the Landlord.

7. LEGAL DESCRIPTION:

The premises are located on the west side of Scarborough Station Road, Hamlet of Scarborough, Village of Briarcliff Manor, Town of Ossining, County of Westchester, State of New York Post Office 10510-2044 better known as the Briarcliff Manor-Scarborough Finance Station

EXECUTED BY LANDLORD this \_\_\_\_\_ day of \_\_\_\_\_.

**GOVERNMENTAL ENTITY**

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: Village of Briarcliff Manor

\_\_\_\_\_  
Name & Title:

\_\_\_\_\_  
Name & Title:

\_\_\_\_\_  
Name & Title:

\_\_\_\_\_  
Name & Title:

Landlord's Address: 1111 PLEASANTVILLE RD.  
BRIARCLIFF MANOR, NY 10510-1626

Landlord's Telephone Number(s): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Tax Identification No.: XX-XXX7285

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

**ACCEPTANCE BY THE POSTAL SERVICE**

Date: \_\_\_\_\_

Esther M Tinort  
Contracting Officer

\_\_\_\_\_  
Signature of Contracting Officer

FACILITIES REAL ESTATE 7029 ALBERT PICK ROAD, GREENSBORO, NC 27498-1103  
Address of Contracting Officer

**1. CHOICE OF LAW**

This Lease shall be governed by federal law.

**2. RECORDING**

Not Required

**3. MORTGAGEE'S AGREEMENT**

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

**4. ASSIGNMENTS**

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement; and
2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer; and in the case of new leased space projects, the lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

**5. APPLICABLE CODES AND ORDINANCES**

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

**6. SUBLEASE**

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

**7. RESTORATION AND ALTERATIONS**

a. Upon written notification by Landlord within 30 days of the expiration or termination of this Lease, the Postal Service shall restore the premises to a "broom clean" and usable condition, excepting the following: reasonable and ordinary wear and tear; and damages by the elements or by circumstances over which the Postal Service has no control. If Landlord provides the above notice, the Postal Service and Landlord shall negotiate and reach agreement on necessary items of restoration and the reasonable cost for restoration; the Postal Service shall pay Landlord this agreed-upon amount and shall have no further restoration duties under this Lease.

b. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

**8. CLAIMS AND DISPUTES**

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").
- b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

- e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.
- f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.
- g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.
- h. The Postal Service will pay interest on the amount found due and unpaid from:
1. the date the contracting officer receives the claim (properly certified if required); or
  2. the date payment otherwise would be due, if that date is later, until the date of payment.
- i. Simple interest on claims will be paid at a rate determined in accordance with the Act.
- j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

**9. HAZARDOUS/TOXIC CONDITIONS CLAUSE**

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose, to the best of its knowledge, any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines; prior to accomplishing this task, Landlord must seek written approval by the USPS Contracting Officer of the contractor and scope of work, such approval not to be unreasonably withheld. If ACBM is subsequently found in the building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

- a. that the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;
- b. that there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and
- c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

## 10. FACILITIES NONDISCRIMINATION

- a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.
- b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

## 11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at [www.usps.com/publications](http://www.usps.com/publications).

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 9-3, *Davis-Bacon Act* (March 2006)<sup>1</sup>

Clause 9-7, *Equal Opportunity* (March 2006)<sup>2</sup>

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)<sup>3</sup>

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)<sup>4</sup>

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

<sup>1</sup> For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

<sup>2</sup> For leases aggregating payments of \$10,000 or more.

<sup>3</sup> For leases aggregating payments of \$10,000 or more.

<sup>4</sup> For leases aggregating payments of \$25,000 or more.

1. The Landlord shall, except as otherwise specified herein and except for damage resulting from the act or negligence of Postal Service agents or employees, maintain the demised premises, including the building and any and all equipment, fixtures, systems, and appurtenances, whether severable or non-severable, furnished by the Landlord under this Lease, in good repair and tenantable condition, during the continuance of the Lease. Landlord's duties include repair and replacement as necessary.

Notwithstanding the above, the Postal Service will be responsible for regular cleaning of gutters and downspouts connected to the outer edge (i.e., the eaves area) of the roof; Landlord will be responsible for regular cleaning of any other gutters, downspouts, troughs, scuppers, roof drains, etc.

For the purpose of so maintaining said premises and property, the Landlord may, at reasonable times, and upon reasonable notice to the facility manager, enter and inspect the same and make any necessary repairs thereto.

2. Landlord is responsible for inspection, prevention and eradication of termites and any other wood-eating insects and for repairs of any damage resulting therefrom during the continuance of the Lease.
3. Landlord shall paint all interior and exterior previously painted surfaces as follows: no later than six (6) months following the start of the lease, and at least once every five (5) years during the continuance of the lease unless required more often because of damage from fire or other casualty, or unless the time period is specifically modified in writing by the Contracting Officer. Landlord is required to apply only one coat of paint. USPS will be responsible for cost of additional coats of paint, including application costs. USPS will be responsible for moving furniture and equipment away from walls as required.
4. Any heating system furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider; such system must be capable of providing a uniform temperature of at least 65 degrees Fahrenheit (65°F.) in all enclosed portions of the demised premises (excluding the rear vestibule) at all times. Regardless of whether Landlord is required by the Lease to provide fuel for a heating system, any investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Landlord, unless the release is caused by the act or negligence of the Postal Service or its agents. The Postal Service shall be responsible for regular replacement of filters.

Boilers (heating and hot water supply) and unfired pressure vessels provided by the Landlord as part of the leased premises shall be maintained and, if necessary, replaced by the Landlord in accordance with ASME Boiler and Pressure Vessel Code, Sections IV, VI, and VIII; National Fire Prevention Association (NFPA)-70, National Electric Code; and/or ASME Safety Code No. CSD-1, Controls and Safety Devices for Automatically Fired Boilers; ASME A18.1, Safety Standard for Platform Lifts and Chairlifts; NFPA-54, National Fuel Gas Code; and NFPA-31, Oil Burning Equipment Code, as applicable, or as required by local ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers (ASME) Boiler and Vessel Code, must be provided by the Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

5. Any elevators, escalators and dumbwaiters provided by the Landlord as part of the leased premises shall be maintained, and, if necessary, replaced by the Landlord during the continuance of the Lease in accordance with ASME A17.1, Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks; ASME A17.2, Elevator Inspectors Manual; ASME A17.3 Safety Code for Existing Elevators and Escalators; ASME A17.4, Emergency Evacuation Procedures for Elevators; and ASME A17.5, Elevator and Escalator Electrical Equipment. Landlord must ensure that current safety certificates for elevators, dumbwaiters and escalators are issued by an organization authorized to inspect in accordance with the ANSI/ASME Code for Elevators, Dumbwaiters and Escalators or appropriate federal, state or municipal authority. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

6. Any air-conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider; air-conditioning must be capable of providing a uniform temperature of no greater than 78 degrees Fahrenheit (78°F.) in all enclosed portions of the demised premises at all times. Landlord shall be responsible for servicing of the air-conditioning equipment during the continuance of the Lease, including, refrigerant as required for proper operation of the equipment. The Postal Service shall be responsible for regular replacement of filters.
7. Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider.
8. Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment (ESS), Closed Circuit Television (CCTV), Very Small Aperture Terminal (VSAT), Criminal Investigation System (CIS), Intrusion Detection System (IDS), etc., installed by the Landlord shall be maintained, and if necessary, replaced by the Landlord during the continuance of the Lease. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service (POS) equipment.
9. Whether public or private water or sewer systems are provided, said systems are to be maintained and replaced by the Landlord during the continuance of the Lease, including any inspections that may be required.
10. If the demised premises or any portion thereof are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or are otherwise determined by the Postal Service to be unfit for use and occupancy, or whenever there is a need for maintenance, repair, or replacement which is the Landlord's obligation under this Maintenance Rider, the Postal Service will require the Landlord to rebuild or repair the premises as necessary to restore them to tenantable condition to the satisfaction of the Postal Service. The Postal Service will, except in emergencies, provide the Landlord with written notice stating a reasonable time period for completion of all necessary repairs. (A copy of any such notice shall be sent to the Landlord's mortgagee and any assignee of monies due or to become due under this Lease whose names and addresses have been furnished to the Postal Service by the Landlord. Failure to give such written notice to the Landlord or to the mortgagee or assignee shall not affect the Postal Service's rights to recover expended costs under this provision, provided that the costs expended by the Postal Service are reasonable in amount.) The Postal Service, acting through the Contracting Officer, may proportionately abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenable, or unfit for use and occupancy, by reason of such condition.

If the Landlord (or the mortgagee or assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the notice (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, the Postal Service shall have the right to perform the work (by contract or otherwise), and withhold the cost plus any administrative cost and/or interest, from rental payments due or to become due under this Lease. Alternatively, the Contracting Officer may, if the demised premises are determined to be untenable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.

11. The Landlord must:
  - a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA); and



- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with a; and
- c. take all other proper precautions to protect the health and safety of:
  - (1) any laborer or mechanic employed by the Landlord in performance of this agreement; and
  - (2) Postal Service employees; and
  - (3) the public.

The Landlord must include this clause in all subcontracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any subcontract must be deemed to refer to the subcontractor.



## Maintenance Rider Underground Storage Tanks Landlord Responsibility

Facility Name/Location

BRIARCLIFF MANOR - SCARBOROUGH FIN STA (350930-003)  
200 SCARBOROUGH STA RD, BRIARCLIFF MANOR, NY 10510-2044

County: WESTCHESTER

Lease: Q90000465975

a. The term "Underground Storage Tank" (UST) as used in this lease rider, is defined as a tank system, including ancillary equipment (pipings and flanges, valves, pumps) connected to it, with ten percent or more of the USTs volume below ground. USTs include underground heating oil tanks (where regulated by law) and all USTs associated with fleet vehicle operations.

b. The landlord is responsible for:

(1) UST system maintenance, initial tank registration, applicable fees, reporting, tank and pipeline tightness testing, testing for soil and groundwater contamination, removal, replacement, upgrades, and closure. If the Postal Service requests tests additional to those required by federal, state, and/or local law, these tests will be completed, by the lessor, at Postal Service expense.

(2) Repairs or replacement resulting from any cause including, but not limited to, acts of God or a public enemy, or fires or other casualty, except where such damage or casualty was caused by the negligence of employees or agents of the Postal Service.

(3) Any UST upgrades resulting from changes in federal, state, and/or local law, whichever is more stringent, except where additional upgrades are required by the Postal Service which exceed those required by the applicable federal, state, and/or local law. Such additional upgrades, as required by the Postal Service, will be at Postal Service expense.

(4) Any investigative or remediation cost associated with a release of fuel from the UST system, unless the release was caused by the act or negligence of the Postal Service.

(5) Expenses incurred by the Postal Service which were made necessary due to the failure of any element for which the landlord is responsible.

(6) Providing the Postal Service with copies of all UST system documents (including, but not limited to, test results and permits) within thirty (30) days of landlord's receipt thereof.

c. The Postal Service shall be responsible for UST system daily operations, including product input/output monitoring.

d. If requested by the landlord, the Postal Service will provide the landlord with necessary documents (emergency action plan, etc.) which may be required by federal, state and/or local law for tank registration.

e. When the Postal Service becomes aware of the need for effecting repairs, maintenance, upgrades, replacement, removal, closure, and/or clean-up activities for which the landlord is responsible, the Postal Service will, except in emergencies, give the Landlord a written notice thereof, specifying a time for completion of the work which is reasonable and commensurate with the nature of the work required. A copy of any such notice shall be sent to the Landlord's mortgagee and any assignee of monies due or to become due under this Lease whose names and addresses have been furnished to the Postal Service by the Landlord. Failure to give such written notice to the Landlord or to the mortgagee or assignee shall not affect Postal Service's rights to recover expended costs under this provision, provided that the costs expended by Postal Service are reasonable in amount.

If the Landlord (or the mortgagee or the assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the notice (or any extension thereof as may be granted at the sole discretion of the Postal Service) or fails to complete the work within said time, the Postal Service shall have the right to perform the work (by contract or otherwise) and withhold the cost plus any administrative cost and/or interest from rental payments due or to become due under this Lease. In addition, the Postal Service, acting through the Contracting Officer, may proportionally abate the rent for any period the premises, or any part thereof, are

determined by the Postal Service to have been rendered untenable by reason of such condition. Alternatively, the Contracting Officer may, if the demised premises are determined to be unfit for occupancy, with reasonable discretion, cancel this Lease, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to Postal Service under applicable law.

## Facility Name/Location

BRIARCLIFF MANOR - SCARBOROUGH FIN STA (350930-003)  
200 SCARBOROUGH STA RD, BRIARCLIFF MANOR, NY 10510-2044

County: WESTCHESTER

Lease: Q90000465975

**1. HEAT**

Landlord must furnish heating system in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. Any investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Landlord, unless the release is caused by the act or negligence of the Postal Service. The Postal Service pays all recurring fuel charges, provided such charges are separately metered for postal consumption.

**2. AIR CONDITIONING**

Landlord is not responsible for furnishing air conditioning equipment under this Lease.

**3. ELECTRICITY**

Landlord must furnish a separately metered electrical system in good working order for the demised premises, in accordance with the Maintenance Rider, during the continuance of the lease. The Postal Service will pay all recurring electric bills.

**4. LIGHT**

Landlord must provide light fixtures in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. Landlord is not responsible for replacement of light bulbs.

**5. WATER**

Landlord must furnish a potable water system in good working order, in accordance with the Maintenance Rider, during the continuance of the Lease. The Postal Service pays for all recurring water bills during the continuance of the Lease, provided a separate meter or separate invoice is furnished by the appropriate authority.

**6. SEWER**

Landlord must furnish a sewer system in good working order, in accordance with the Maintenance Rider, during the continuance of the Lease. The Postal Service pays for all recurring sewer bills during the continuance of the Lease, provided a separate meter, or separate invoice is furnished by the appropriate authority.

**7. TRASH**

The Postal Service agrees to furnish and pay for all trash removal for the demised premises during the continuance of the Lease.

**8. SNOW**

The Postal Service agrees to furnish and pay for the timely removal of snow and ice from the sidewalks, driveway, parking and maneuvering areas, and any other areas providing access to the postal facility for use by postal employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.) during the continuance of the Lease. The Landlord is responsible for timely removal of snow and ice from the roof.

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
SEPTEMBER 7, 2016

**5. AUTHORIZE VILLAGE MANAGER TO EXECUTE AN EXTENSION TO AN AGREEMENT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION TO THE 2016-2017 SNOW AND ICE AGREEMENT**

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an agreement with the New York State Department of Transportation to extend the Indexed Lump Sum Municipal Snow and Ice Agreement for the period from July 1, 2016 through June 30, 2017 in the amount of \$4,085.85.



Department of Transportation

ANDREW M. CUOMO  
Governor

MATTHEW J. DRISCOLL  
Commissioner

TODD WESTHUIS, P.E.  
Regional Director

August 24, 2016

(P2)

Tell Me where to sign etc.

**Village of Briarcliff Manor**  
1111 Pleasantville Road  
Briarcliff Manor, N.Y 10510  
ATTN: Phillip Zegarelli

RE: **Munc. Snow & Ice Agreements**  
**2016-2017**

Mr. Zegarelli:

The materials for the **2016 –2017 Municipal Snow & Ice Agreement Extensions** are attached to this cover letter. The package includes four (4) Agreements and four (4) Tagged Maps. Each municipality must issue a **Signed & Sealed Resolution** from their governing body authorizing a Municipal Official to enter into the above agreement.

It is important that four (4) **completed Agreements** and four (4) **completed maps** are returned to this office for processing as soon as possible. This package shall include the items as listed below.

1. **Four (4) Agreements:** Fill in the blanks on the **front and the back** of the page **including original signature and notary seals** on each.
2. **Four (4) Resolutions:** Resolutions from the municipality must be **complete with original signatures** and **certified with the Municipal Seal** on each.
3. **Four (4) Maps:** Each of the four (4) maps with original signatures from the Municipalities responsible Official.

**Four original agreements, four resolutions and four maps are needed to execute a contract.**

**SEND THE COMPLETED PACKAGE TO: New York State DOT**  
**Residency 8-8 Westchester North**  
**85 Route 100**  
**Katonah, N.Y. 10536**  
**ATTN: Edward J. Goff**

It has been a pleasure doing business with you in the past, and we look forward to continuing to do so. If you have any questions or comments, feel free to call me or Daniel Degrosa, Residency Program Engineer at (914) 232-3060.

Edward J. Goff, P.E.  
Resident Engineer, Westchester North  
cc: Files

D014708	Village of Briarcliff Manor / N. Westchester County	2016/17	8
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**AGREEMENT TO EXTEND INDEXED LUMP SUM MUNICIPAL SNOW AND ICE AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the \_\_\_\_\_ of the Village of Briarcliff Manor of (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. D014708 entitled "Indexed Lump Sum Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of Village of Briarcliff Manor dated November 16, 2001; and

WHEREAS, the term of the said Agreement is for a period of three years commencing July 1, 2000 and the said Agreement provides that the parties may at the end of each year of the term of the Agreement extend such term for an additional year; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, **2016**; and

WHEREAS, Section 7 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by this Agreement.

WHEREAS, Section 9 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the provisions of Section 9 at the time for extension of the Agreement;

WHEREAS, Section 9 of the said Agreement also provides for an adjustment to the actual payment amount based on the intensity and severity of the winter season;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSETH:

1. The aforementioned "Indexed Lump Sum Snow and Ice Agreement Between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of one year; now to expire on June 30, **2017**, unless further extended.
2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, **2016**, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.
3. All the terms and conditions of the original contract remain in effect except as follows. The indexed lump sum estimated expenditure specified in Section 9 of the aforementioned Agreement shall be \$ **1,634.34** per lane mile for **2.5** lane miles for a total of \$ **4,085.85** for the **2014/15** season and for the remainder of the term of the Agreement commencing July 1, **2014**, unless changed by future update.

IN WITNESS WHEREOF, This Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.



"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY \_\_\_\_\_  
for Commissioner of Transportation

BY \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLERS SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

STATE OF NEW YORK )

) SS:

COUNTY OF N. Westchester County )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me personally came \_\_\_\_\_ to me known who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, New York; that he is the \_\_\_\_\_ of \_\_\_\_\_ the municipality described in and which executed the above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on \_\_\_\_\_; a certified copy of such resolution attached hereto and made a part hereof.

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

MAP SHOWING

VILLAGE OF BRIARCLIFF MANOR

RESPONSIBILITY FOR SNOW & ICE CONTROL ON STATE HIGHWAYS FOR THE SEASONS

OF 2014/15-2016/17

CENTER LANE MILES	CONTRACT LANE MILES
	2.50



SIGNED

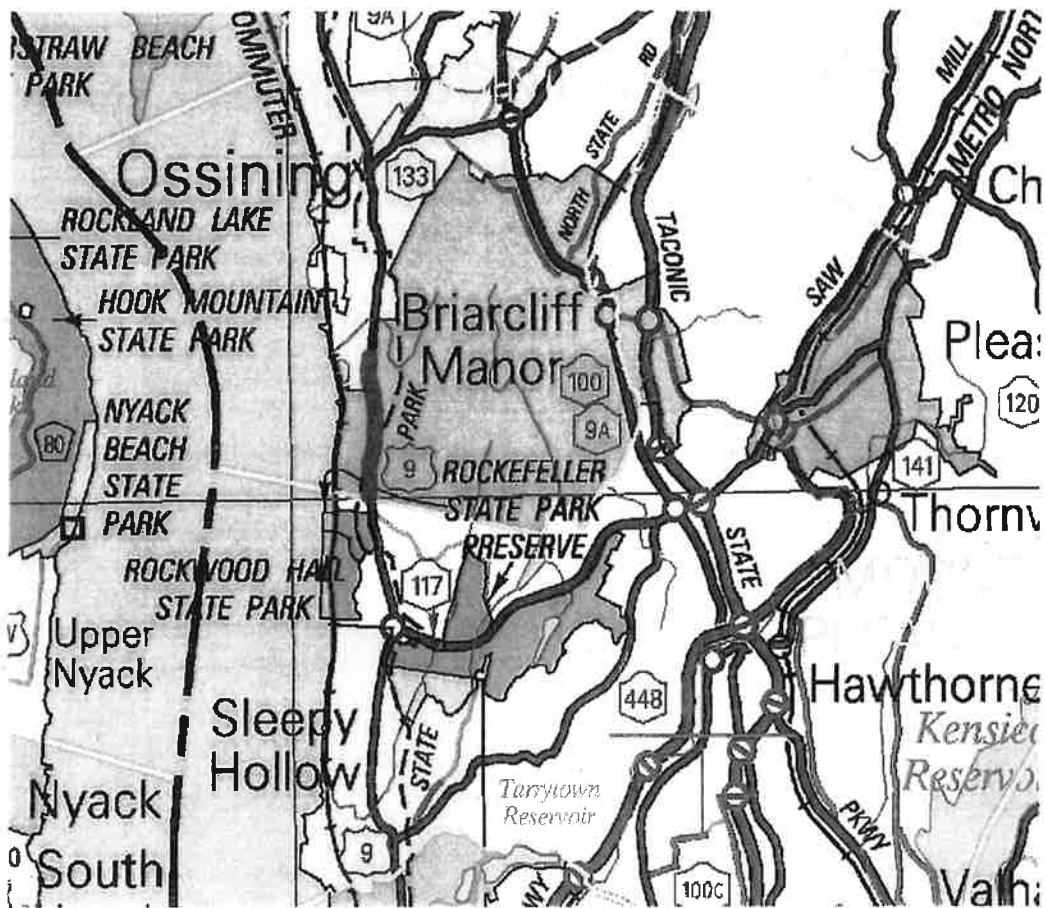
REGIONAL DIRECTOR OF OPERATIONS

DATE

SIGNED

FOR MUNICIPALITY

DATE



VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
SEPTEMBER 7, 2016

**6. AUTHORIZE VILLAGE MANAGER TO EXECUTE A MASTER MUNICIPAL MULTI-MODAL (MM) CAPITAL PROJECT AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION**

Authorizing the implementation, and funding in the first instance of the State Multi-Modal Program-aid (and State administered federal program-aid) eligible costs, of a capital project, and appropriating funds therefore.

WHEREAS, a Project for the Road Reconstruction to ease traffic transiting east/west through the Route 9A/North State Road Intersection, P.I.N. 8MA 197.30A (the Project") is eligible for funding (under Title 23 U.S. Code, as amended, and) New York States Multi-Modal Program administered by the NYS Department of Transportation (NYSDOT); and

WHEREAS, the Village of Briarcliff Manor desires to advance the Project by making a commitment of advance funding of the non-local share and funding of the full local share of the costs of the Project; and

NOW, THEREFORE, the Village of Briarcliff Manor Board, duly convened does hereby

RESOLVE, that the Village of Briarcliff Manor Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the sum of \$800,000 is hereby appropriated from other local funding and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full non-federal share costs of the project exceeds the amount appropriated above, the Village of Briarcliff Manor shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Village Manager thereof, and it is further

RESOLVED, that the Village Manager of The Village of Briarcliff Manor be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Multi-Modal Program Funding on behalf of the Village of Briarcliff Manor with NYSDOT in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and all project costs that are not so eligible, and it is further

RESOLVED, that a Certified Copy of this Resolution be filed with the Commissioner of Transportation of the State of New York by attaching it to any required and/or appropriate Agreements executed in connection with the project between Village of Briarcliff and the State of New York; and it is further

RESOLVED, that this Resolution shall take effect immediately.

**NYS DEPARTMENT OF TRANSPORTATION  
Multi-Modal (MM) #2 or #4 Sponsor's Project Payment Request**

UnlvFIN 421mm (10)

PAYEE ID# \_\_\_\_\_ NYS Contract No. \_\_\_\_\_ Request Sequence # \_\_\_\_\_

For "Payee ID": Municipalities use OSC Municipal Code; Non-Municipalities use their Federal Employer ID Number (FEIN).

**IMPORTANT:** List PIN#(s) for individual project(s) on reverse side for each reimbursement requested!

Multi-Modal Program Fund Source (check one that applies):  MM #2  MM #4

PAYEE INVOICE #: \_\_\_\_\_ Work Period Covered (for this estimate) FROM \_\_\_/\_\_\_/\_\_\_ TO \_\_\_/\_\_\_/\_\_\_

Payee/Project Sponsor/Owner Name: \_\_\_\_\_

Street Address \_\_\_\_\_ Current Completion Date \_\_\_/\_\_\_/\_\_\_

City \_\_\_\_\_ MIR Date \_\_\_/\_\_\_/\_\_\_  
(completed by NYSDOT for approved M.A.P.)

State \_\_\_\_\_ Original MM Contract Amount: \$ \_\_\_\_\_

\_\_\_\_\_ NY \_\_\_\_\_ Zip Code \_\_\_\_\_ Current MM Contract Amount: \$ \_\_\_\_\_

	<b>Project Sponsor Prepares</b>	<b>NYSDOT Use Only</b>
--	---------------------------------	------------------------

- |   |       |       |
|---|-------|-------|
| 1. Total work reported on previous payment requests<br>(See Column "B" on reverse side) | _____ | _____ |
| 2. Work reported on this payment request<br>(See Column "A" on reverse side)            | _____ | _____ |
| 3. Total work reported to date<br>(See Column "C" on reverse side)                      | _____ | _____ |
| 4. Adjustments (for NYSDOT use only)<br>Reason _____                                    | _____ | _____ |
| 5. Previous payments  | _____ | _____ |
| 6. Payment requested or processed   | _____ | _____ |

**PROJECT SPONSOR CERTIFICATION**

I, \_\_\_\_\_, do hereby certify that I am the \_\_\_\_\_ of \_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_, Project Sponsor for the work referred to in the foregoing payment request; that I am the person in whose name the foregoing account against the State of New York is rendered; that the labor, materials, expenses or services charged for were actually delivered, incurred or rendered and that the prices charged are just and reasonable; that the expenses detailed herein were actually incurred; that services specified were actually rendered as charged; and further, that no percentage or compensation has been paid or promised to be paid to any manager, trustee, officer or employee of said agency, corporation, institution, department, board, commission or related person by reason of the claimant having been allowed to sell to, incur expense for, or render services thereto also, to the best of my knowledge and belief, no manager, trustee, officer or employee of said agency, corporation, institution, department, board, commission or related person has or has had any interest directly or indirectly in said article, materials, expenses or services; that no part of the foregoing account has been paid, and that the above statement is true and correct.

I specifically certify that the project costs herein identified (see individual PIN-specific amount(s) listed on reverse side) meet all Multi-Modal (MM) funding eligibility requirements under the subject contract and eligible fund source, which include: (1) that the service life of each individual project is ten (10) or more years, (2) that project work was performed in accordance with the State Environmental Quality Review Act (SEQRA), (3) for highway & bridge mode projects, that (a) MM funding is not used for the mandated non-Federal matching share of a Federally funded Highway or Bridge project, (b) the amount of MM funds requested is and shall be no greater than prior unreimbursed municipal project expenditures for work completed or materials incorporated in a qualifying project(s), and (c) that the amount of municipal funds appropriated for transportation capital projects is not and shall not be reduced because of MM funding, (4) for any Airport or aviation facility type, that Federal funding is not available to the Project, but the Project is consistent with an approved airport layout plan. I further certify that the total amount claimed herein is for unreimbursed capital project monies which were expended on or after April 1, 2000 (for MM#2) or April 1, 2005 (for MM#4) as authorized by Section 14-k of the Highway Law.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

**CERTIFICATION BY NYS DEPT. OF TRANSPORTATION**

I, \_\_\_\_\_, do hereby certify that I am the \_\_\_\_\_ and \_\_\_\_\_  
(Name) (Title)

have reviewed the payment request and to the best of my knowledge find them to be acceptable statements of the expenditures made and of the amount of payment due. When necessary, the project has been inspected for assurance that the work and material used are in reasonable conformity to approved plans and specifications.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

**NYS DEPARTMENT OF TRANSPORTATION  
Multi-Modal (MM) #2 or #4 Sponsor's Project Payment Request**

Project ID Number(s) "PIN #"	MODE (H)wy or Bridge (P)ort or Ferry (R)ail (A)irport	Current Reimbursement <u>Amount Requested</u> "A" [Line #2 on Other Side]	Total of all Previous Payments "B" [Line #1 on Other Side]	Combined Payment(s) Due to Project (Life-to-Date) "C" ("A" + "B") [Line #3 on Other Side]	MM Project Budget Amount Allocated "D"	Amount of Budget Balance Remaining "E" ("D" - "C")	Initial Here if Final Payment
		\$	\$	\$	\$	\$	
1st Project			Title/Description:				
		\$	\$	\$	\$	\$	
2nd Project			Title/Description:				
		\$	\$	\$	\$	\$	
3rd Project			Title/Description:				
		\$	\$	\$	\$	\$	
4th Project			Title/Description:				
		\$	\$	\$	\$	\$	
5th Project			Title/Description:				
		\$	\$	\$	\$	\$	
6th Project			Title/Description:				
		\$	\$	\$	\$	\$	
7th Project			Title/Description:				
		\$	\$	\$	\$	\$	
8th Project			Title/Description:				
		\$	<b>= TOTAL WORK REPORTED ON THIS PAYMENT REQUEST [See Line 2 on other side]</b>				

**MULTI-MODAL PROGRAM CAPITAL PROJECT AGREEMENT**

**COMPTROLLER'S CONTRACT NO. D027597**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, is by and between:  
the New York State Department of Transportation (“**NYSDOT**”), having its principal office at  
50 Wolf Road, Albany, New York 12232 and

Village of Briarcliff Manor (the “**Sponsor**”), with offices at  
111 Pleasantville Rd, Briarcliff Manor NY 10510

to provide for the funding, construction, reconstruction, improvement, reconditioning and preservation of a project or projects within the Multi-Modal Programs, consisting of rail passenger facility and equipment, rail freight facility, certain port facility; fixed ferry facility, municipal and private airport and aviation facility, and State, county, town, city, and village road, highway, parkway and bridge capital project(s), as more fully described for the purposes of this contract in Schedule(s) A hereof (the “Project”). The amount of **NYSDOT's** funding pursuant to this Agreement shall be limited to Project Eligible Costs actually incurred, in no event to exceed the amount(s) identified in Schedule A for funding by **NYSDOT**.

**WITNESSETH:**

WHEREAS, Transportation Law 14-k establishes the Multi-Modal Programs, that provide bond funding for projects authorized pursuant to such section as approved by the Commissioner of Transportation, following appropriation by the Legislature or pursuant to authorization by the Legislature for capital projects; and

WHEREAS, pursuant to appropriation or authorization for capital projects Multi-Modal Programs funding of the Project herein is authorized and, the **Sponsor** certifies to **NYSDOT** that the service life of the Project is ten (10) or more years; and

WHEREAS, for the following project types the **Sponsor** also certifies as follows:

\_\_\_ for airports and aviation facilities - that federal funding is not available to the Project, but the Project is consistent with an approved airport layout plan;

\_\_\_ for State or local roads, highways and bridges - that the Multi-Modal Programs funding is not used for the mandated non-federal share of a federally funded project and the amount of municipal funds appropriated for transportation capital projects is not and shall not be reduced because of the Multi-Modal Programs funding; and

*\_\_\_ Check here if State-administered Federal Aid applicable (Cannot apply to aviation or to provide the non-federal matching share of highway/bridge mode projects):*

WHEREAS, the United States has provided for the apportionment of federal-aid funds to the State for the purpose of carrying out federal-aid projects; and

WHEREAS, **NYSDOT** is authorized to provide such federal aid to the **Sponsor** or use such federal aid for the Project and such federal aid is being provided through this agreement; and

WHEREAS, the **Sponsor** is not a sectarian organization,

NOW THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

- Agreement Form - this document titled "Multi-Modal Program Capital Project Agreement";
- Schedule A - Project Description, Funding and Development Schedule;
- Schedule B - Scope of Work
- EXHIBIT A - Work Requirements
- EXHIBIT B - Record Keeping Guidelines
- EXHIBIT C (as applicable) - Consultant Selection Procedures
- Appendix A - New York State Required Contract Provisions
- Appendix A-1 - Supplemental Title VI Provisions (Civil Rights Act)
- Local Resolution(s) - duly adopted municipal or, as applicable, corporate resolution(s) authorizing the appropriate official of the **Sponsor** to execute this Agreement on behalf of the **Sponsor** and appropriating or otherwise providing the Project funding required therefor.

1.1 For State administered Federal Aid projects (*not applicable to airports, aviation facilities or road, highway, parkway or bridge projects*) that include federal funding under this Agreement, the Agreement shall also include:

- Appendix B (as applicable) Requirements for Federally Aided Transportation Projects

2. *Work, Maintenance & Operation.* **Sponsor** shall render all services and furnish all materials and equipment necessary to complete the Project described in Schedule A, inclusive of the Scope of Work described in Schedule B, and shall fund all costs attendant such completion. The work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more supplemental Schedules A as may hereafter be executed by the parties hereto and approved as required for a State contract, and any additions or deletions made thereto by **NYSDOT** subsequent to the execution of such Schedules A for the purposes of conforming to New York State or to Federal requirements. **Sponsor** shall perform its work in accordance with the Work Requirements set forth in Exhibit A annexed hereto.

2.1 *Useful Life of Project.* Sponsor warrants that the useful life of the project is not less than ten (10) years.

2.2 *Operation and Maintenance of Project.* Upon Project completion, **Sponsor** will operate and maintain the Project at no expense to **NYSDOT** and, during the useful life of the Project according to federal guidelines, **Sponsor** shall not discontinue operation of the Project without the prior written approval of **NYSDOT**.

2.3 *Disposition or Encumbrance of Project.* **Sponsor** will not dispose of or encumber the Project or cause the Project to be withdrawn from public service during its useful life without the prior approval of **NYSDOT**, which approval is reserved for the purposes of assuring compliance with: (1) **NYSDOT** or **Sponsor** assurances or certifications to a Federal agency in connection with federal funding or the Multi-Modal Funding made hereunder; and/or (2) Project restrictions that may apply because the Multi-Modal Funding is funded from the proceeds of tax-exempt debt obligations.

3. *Project Commencement, Completion.* Subject to the State Comptroller's approval, this Agreement takes effect on the date above written. **Sponsor** will diligently pursue the Project to completion within the time set forth in Schedule A. Failing Project completion within such period, or agreement by **NYSDOT** to extend Project completion date for good cause, this Agreement will expire and be of no further force or effect.



4. *Municipal Deposit.* Where work is performed by consultant or construction contract entered by **NYSDOT**, or by **NYSDOT** forces, the **Sponsor** shall deposit with the State Comptroller, prior to the award of **NYSDOT**'s contract or **NYSDOT**'s performance of work by its own forces, the full amount of the non-federal share of the Project costs due in accordance with Schedule A.
5. *Multi-Modal Funding; Reimbursement of Eligible Project Costs.* Subject to compliance with this Agreement, **NYSDOT** agrees to reimburse Project costs identified in Schedule A attached hereto in an amount not to exceed the lesser of actual eligible Project costs or the Multi-Modal Program funding amount. Multi-Modal Program funding shall be used solely for the payment of Eligible Costs (hereinafter defined) **Sponsor** incurs in performing the Project. **Contractor obligations or expenditures that precede the start date of the agreement shall not be reimbursed.** For work performed by **NYSDOT**, **NYSDOT** will directly apply applicable federal aid and any applicable **Sponsor** Deposit for the non-federally aided portion, and shall request funding of Multi-Modal aid to the **Sponsor** as described below. For work performed by or through the **Sponsor**, **NYSDOT** will reimburse the **Sponsor** with applicable federal aid and Multi-Modal aid as described below.
  - 5.1 *State Administered Federal Aid* (not applicable to airport/aviation or *highway/bridge projects*). **NYSDOT** will administer federal funds for the benefit of the Municipality for the federal share and will fund the percentage designated in Schedule A of federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the **Sponsor**, **NYSDOT** will reimburse federal aid-eligible expenditures in accordance with **NYSDOT** policy and procedures.
  - 5.2 *Multi-Modal Aid.* **NYSDOT** will: (a) for Multi-Modal Program 1,2, & 4 (MM#2 and MM#4 in Schedule A) funding, **NYSDOT** will reimburse to the **Sponsor** from State monies in the first instance, and request corresponding reimbursement to **NYSDOT**; and/or, (b) for Multi-Modal Program 3 (MMP3 in Schedule A) funding, request Dormitory Authority of the State of New York (DASNY) reimbursement to the **Sponsor** or, for State-administered State highway system projects to **NYSDOT** for the Multi-Modal share of participating Project costs incurred in connection with the work covered by this Agreement, subject to the amounts thereof and limitations set forth on Schedule A. Only "Eligible Project Costs" (as defined in Multi-Modal Program criteria issued by **NYSDOT**) are reimbursable.
    - 5.2.1 *Multi-Modal Eligible Project Costs.* To be eligible for Multi-Modal aid, Project costs must: (a) be eligible pursuant to subdivision §5.2.2 below and such other Multi-Modal Program Policies and Criteria as are established for each mode by **NYSDOT** including but not limited to **NYSDOT**'s MM Program Guidelines criteria; and (b) be for work which, when completed, has a certifiable service life of at least ten (10) years; and, (c) meets the requirements of the State Environmental Quality Review Act (SEQRA); and, (d) **must be submitted for reimbursement to NYSDOT no later than 15 months after the date the original expenditure is paid in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)), which governs the tax-exempt bonds issued to fund Multi-Modal projects.**
    - 5.2.2 *State Aid-Eligible Costs.* State Aid-Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A. **Sponsor** may also use as provided in this subdivision State-aid §5.2.2 hereunder for the reimbursement of salaries and wages to employees of **Sponsor** for carrying out the Project; fees to consultants and professionals retained by **Sponsor** for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.
    - 5.2.3 *Sponsor Debt Service.* Multi Modal program funds shall not be used to pay a **Sponsor** for interest (debt Service) or issuance (indirect costs) payments on Multi Modal projects for which the sponsor issued a local bond or note to finance the first instance local portion. Multi Modal funds can be used to reimburse a **Sponsor** for payments of the principal portion of a local bond or note which a **Sponsor** might issue to pay for the construction of a capital project.
  - 5.3 *Other State-Aid.* Subject to the terms of applicable appropriations and statutes associated with State-aid for the Project provided through this Agreement, **NYSDOT** will reimburse eligible Project costs from such other State-aid as

may be identified in Schedule A hereof for payment under this Agreement. The eligibility of such costs shall be determined in accordance with subdivisions §5.2.2 and §5.2.3 hereof, subject to such further or other reimbursement eligibility requirements or restrictions that impose in connection with the applicable other State-aid funding source or program authorization.

6. *Payment of Applicable Federal-Aid, Multi-Modal and Other State-Aid.* Payment of applicable Federal-Aid, Multi-Modal and other State-aid hereunder shall be as follows:

6.1 *Payment Upon Completion.* **The State has no obligation to make payment until all required approvals, including the approval of the Attorney General and State Comptroller, have been obtained.** Except where subdivision §6.2 applies, payment to **Sponsor** shall be made upon the application of **Sponsor** to **NYSDOT** upon **Project completion**, on the basis of work accomplished and, subject to applicable retainage, the submission of duly completed payment requests and certifications in a form approved by **NYSDOT**, including such information as **NYSDOT** deems necessary to assure compliance with the program requirements and this Agreement.

6.2 *Periodic Reimbursement.* If the **Sponsor** and **NYSDOT** find it desirable to have reimbursement made periodically in accordance with a payment cycle established by **NYSDOT** and, upon the request and certification therefor by the **Sponsor**, **NYSDOT** may authorize payments (DASNY, as applicable) based on billings prepared by the **Sponsor** in accordance with **NYSDOT** requirements, and based on costs incurred as disclosed by the records thereof, as required by the Project, with applicable adjustments (including for applicable retainage) to be made after audit by **NYSDOT** or, as applicable because of federal funding, FHWA, the Federal Transit Administration or Federal Aviation Administration. These payments shall be made as moneys become available therefor.

6.3 *Sponsor Certifications.* The **Sponsor** will certify in each payment request that: (i) Project work was performed in accordance with the State Environmental Quality Review Act (SEQRA); (ii) Project work was performed in accordance with the design and contractual requirements of **Sponsor** and **Sponsor's** design professional; and (iii) such payment request does not duplicate reimbursement of costs and services received from other sources.

6.4 *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, **NYSDOT** and the State Comptroller. Following **NYSDOT** approval of such supporting documentation, payment for invoices submitted by the contracting Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Sponsor shall comply with the State Comptroller (or applicable Public Authority) procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by E-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at (518) 474-4032. For referral to applicable Public Authority electronic payment registration procedures for certain State funded payments, Local Sponsors should refer to the cover letter instruction included with this document or, otherwise, contact their Regional **NYSDOT** Local Programs Liaison. The contracting Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the State Comptroller (or applicable Public Authority) electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

7. *Records and Accounts.* **Sponsor** shall maintain accurate records and accounts of all financial transactions which shall show in detail all income and all expenditures, including but not limited to, payments for Eligible Costs. Such records and accounts shall include, without limitation, property, personnel and financial records, cash receipts and disbursements journal and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting standards and as required by Exhibit B annexed hereto. All expenditures of reimbursed costs hereunder shall be supported by invoices and/or other documentation sufficient to establish that such monies have been used in accordance with the terms of this Agreement. The Commissioner, Comptroller of the State of New York and any other authorized representatives of the State of New York shall have the right to examine all records and accounts relating to **Sponsor's** financial transactions, including the expenditure of the Multi-Modal Funding and all other funds secured and services rendered for the benefit of **Sponsor** in connection with the Project.

8. *Ethics Considerations.* In addition to **Sponsor's** conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the Multi-Modal Funding made hereunder, no member of **Sponsor's** governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the Multi-Modal Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, **Sponsor** shall disclose such relationship to **NYSDOT** and shall obtain prior written approval therefor from **NYSDOT**.
9. *NYSDOT Performance Review.* **NYSDOT** may review the **Sponsor's** performance of this agreement in such manner and at such times as **NYSDOT shall** determine, and such review may include field visits by **NYSDOT** representatives to the Project and/or the offices of **Sponsor**. **Sponsor** shall at all times make available its employees, records and facilities to authorized **NYSDOT** representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of **Sponsor's** performance of the Project, its use and operation.
10. *Notice of Governmental Audit.* **Sponsor** shall notify **NYSDOT** of any audit by any governmental agency of any projects, operations or reports of **Sponsor** within five (5) days of receiving information relating thereto.
11. *Project Maintenance and Operation.* Upon Project completion the **Sponsor** shall provide for the maintenance and operation of the Project facilities and equipment for the purpose of providing safe and efficient transportation operations. The maintenance schedule shall remain in effect for a period of at least ten (10) years from Project completion and shall not be terminated without prior written authorization from **NYSDOT**.
12. *State Recovery of Ineligible Reimbursements.* **NYSDOT** shall be entitled to recover from the **Sponsor** any moneys paid to the **Sponsor** pursuant to this Agreement which are subsequently determined to be ineligible for applicable Federal Aid or Multi-Modal Aid hereunder.
13. *Inspection and Audit.* **Sponsor** shall permit the authorized representative of **NYSDOT** and/or the New York State Comptroller to inspect and audit all books, records and accounts of **Sponsor** pertaining to the Project under this Agreement. **Sponsor** shall maintain records relating to this Agreement in accordance with the Records requirements of Appendix A.
14. *Contract Executory.*
  - 14.1 This Agreement shall be deemed executory only to the extent of money available to the State for its performance and no liability on account thereof shall be incurred by the State beyond money available therefor.
  - 14.2 This agreement shall remain in effect so long as federal and State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a federal or State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary federal or State appropriations or other funding authorizations therefor are eventually enacted. **Sponsor's** continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.
15. *Sponsor Liability.*
  - 15.1 If the **Sponsor** performs work under this agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the **Sponsor**, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The **Sponsor** specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

- 15.2 The **Sponsor** shall indemnify and save harmless **NYSDOT** and the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the **Sponsor**, its officers, agents, servants, employees, contractors, subcontractors or others under this agreement. Negligent performance of service, within the meaning of this section shall include, in addition to negligence founded upon tort, negligence based upon the **Sponsor's** failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.
16. *No Assignment of Transfer of Contract.* **Sponsor** agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof, or of its right, title or interest therein, of its power to execute such contract to any entity, public or private, without the previous written consent of **NYSDOT** first having been obtained.
17. *Independent Contractor.* The officers and employees of the **Sponsor**, in accordance with the status of the **Sponsor** as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.
18. *Disqualification and Damages.* If the Sponsor fails to comply completely with any of the terms and conditions contained within this agreement, including, but not limited to paragraphs 2, 11 and 16, in their entirety at any time, the project shall be disqualified. If the project is disqualified the Sponsor must refund all funds received under this agreement to NYSDOT, and also pay to NYSDOT a liquidated damage fee of 5% of the total funds received under this agreement.
19. *Term of Agreement.* As to the Project and phase(s) described in Schedule(s) A executed herewith, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect as to the Project and phase(s) established in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This agreement shall remain in effect so long as applicable federal aid and Multi-Modal aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a federal or State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary federal or State appropriations or other funding authorizations therefore are eventually enacted.
20. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Multi-Modal guidelines and in accordance with current Federal and State laws, rules, and regulations.
21. *Compliance with legal requirements.* Sponsor must comply with all applicable federal, state and local, laws, rules and regulations, including but not limited to the following:
- 21.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts,* including the requirements thereunder related to equal employment opportunity and utilization goals for contracting opportunities for minority and women-owned business enterprises. Sponsor's failure, to comply with Article 15-A requirements in any of its contracts and sub-contracts funded in whole or in part by this agreement, without prior written approval from NYSDOT approval, violates the contract and the Department may, at its discretion: (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in the amount of up to 20% of the portion of any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement, to which contract goals are established.

- 21.2 *New York Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act*, including providing true, timely and accurate application information related to the project to ensure compliance with the Act.
- 21.3 *New York Transportation Law, Section 427, Equal employment opportunity program*, including the requirements thereunder related to equal employment opportunity and required contract provisions for inclusion in any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement
22. *Compliance with procedural requirements.* Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements of the Multi-Modal Program Guidelines and as such may be amended from time to time.
23. *Appendix A.* Appendix A, Standard Provisions for all New York State Contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.
24. *Notice Requirements:*
- 24.1 All notices permitted or required hereunder shall be in writing and shall be transmitted either (1) Via certified or registered United States mail, return receipt requested; (2) By facsimile transmission; (3) By personal delivery; (4) By expedited delivery service; or (5) By e-mail.
- 24.2 For all Multi-Modal Local Agreement purposes, such notices shall be addressed by the Sponsor to the officially designated Regional Local Program Liaison (RLPL) named in NYSDOT's initial request for a detailed Project "PIS" Application and, by NYSDOT, to the officially designated Primary Sponsor's Contact designated by formal Legislative Project Nomination, or to such different parties and addresses as the parties may from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing Address, Telephone number, Facsimile number, & E-mail address.
- 24.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- 24.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

**IN WITNESS WHEREOF, NYSDOT** has caused this Agreement to be signed by its authorized representative and **Sponsor** has caused this Instrument to be signed by its duly authorized officer, to be effective on the date first written above.

**Sponsor**

NYS DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
for the Commissioner of Transportation

DATE: \_\_\_\_\_  
Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Sponsor ACKNOWLEDGMENT**

STATE OF NEW YORK )

COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day \_\_\_\_\_, 201\_\_, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn did depose and say the he/she resides at \_\_\_\_\_;

that he/she is the \_\_\_\_\_ of the **Sponsor** described in and which executed the above instrument; that he/she was authorized to execute the document on behalf of said **Sponsor** pursuant to a resolution which was duly adopted on \_\_\_\_\_ and to which a certified copy is attached and made a part hereof.

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

APPROVED:

APPROVED AS TO FORM:

BY: \_\_\_\_\_

For the NYS Comptroller pursuant to Section 112, State Finance Law

BY: \_\_\_\_\_  
NYS Attorney General

# Multi-Modal Project Agreement – Schedule A

**Instruction:** One schedule may be used for all Phases

**OSC Contract #** D027597

**Project Commencement Date:** 05-01-2016

**Project Completion Date:** 05-31-2022

**AGREEMENT PURPOSE:**  **MAIN** (Master) Agreement  **SUPPLEMENTAL** Agreement or Schedule

**AGREEMENT COVERS** (Check all boxes that apply as shown in area below):

- Multi-Modal (MM) Program #1  (MM#1)  MM#2  MM#3  MM#4  
 Multi-Modal Program #1, 2, 3 or 4 & other State Funding  
 Multi-Modal Program #1, 2, 3 or 4 & Federal Aid  
 Multi-Modal Program #1, 2, 3 or 4 & other State Funding & Federal Aid

**PROJECT TYPE** (Check only one box below):

- Rail  Port  Aviation  State System Highway/Bridge  Local Highway/Bridge  Fixed Ferry Facility

**PROJECT ID NUMBER:** 8MA197.30A

**MULTI-MODAL ID NUMBER:** MM#4

Project: Road reconstruction to ease traffic transiting east/west through the route 9A/ North State Road intersection.

Location: New York State Route 9A

Project Owner/Operating & Maintenance Responsibility: Village of Briar Cliff Manor

Type of Organization:

- Municipality  Public Authority  Not-for-Profit Corporation  Tax-exempt  
 Railroad Corporation  Transportation Corporation  Educational Corporation  
 Business Corporation  Partnership  Proprietorship  Other (List):

**CHECK PROJECT PHASES COVERED BY THIS AGREEMENT:**

- P.E./Design  ROW Incidentals  Acquisition  Construction, C/I, & C/S

List all APPLICABLE 6 or 9-Digit PIN Fiscal Shares eligible for Multi-Modal funding.  
(e.g., 123456.121; 123456:122):

Work Type(s): Highway Reconstruction

**A. Legislatively Approved Multi-Modal Funding in Memorandum of Understanding**

Reference or, if applicable, List Project Identification Number	DESCRIPTION	Maximum Authorized Multi-Modal Funding Amount
8MA197.30A	Road construction to ease traffic transiting East/West through Route 9/North State Road intersection.	\$80,000
<b>TOTAL</b>		\$80,000

**B. Summary of Approved Multi-Modal & Other Eligible Costs UNDER THIS CONTRACT Number**

List Eligible Funding Share(s) by applicable ID Number or PIN	FEDERAL AID Funding (If Applicable)	STATE MULTI-MODAL Funds	OTHER STATE Funding (If Applicable)	LOCAL Funding (If Applicable)	TOTALS
8MA197.30A	\$	\$80,000	\$	\$720,000	\$800,000
<b>TOTAL ELIGIBLE COSTS</b>	\$	\$80,000	\$	\$720,000	\$800,000

**C. Summary of Project Costs NOT Under this Contract #, if any (For Information Purposes Only)**

List any other Funding or Fiscal Share(s) by Project ID Number or PIN (If Applicable)	List Name of Fund SOURCE Type (e.g., Other MM1,MM2,MM3,MM4, 100% Local Expenditure, Other State Source (e.g. Member Item, CHIPS, etc), Public Authority, Private, utility, Other Federal Aid Category?))	List any other STATE Funding Amounts	List any other FEDERAL or NON-STATE (Local) Funding Amounts	TOTALS
		\$	\$	\$
<b>TOTAL ELIGIBLE COSTS</b>		\$	\$	\$

**D. TOTAL PROJECT COST SUMMARY (all Section “B” + “C” funding listed above)**

TOTAL FEDERAL AID (If Applicable)	TOTAL MULTI-MODAL STATE SHARE(S)	TOTAL LOCAL SHARE	TOTAL OTHER AID (including any other State Aid)	TOTAL FUNDING (All sources)
	\$80,000	\$720,000	\$	\$800,000

**Footnotes:**

**For airport/aviation projects, attach Project Location Map. Project is:**

- Part of an approved airport layout plan, OR
- Consistent with an approved airport layout plan



**SCHEDULE B: Construction Project Type Phases, Subphases/Tasks, and Allocation of Responsibility** Page 1 of 4

**Instructions:** Enter an "X" to indicate the appropriate Phase, then assign the responsibility for *each applicable Subphase task* by entering an "X" in either the NYSDOT column to allocate the task to State Labor Forces or a State Contract, or enter an "X" in the other appropriate column to indicate a task allocated to Non-State Labor Forces or a Locally Administered Contract.

PHASE/SUBPHASE	Allocation of Responsibility	
	NYSDOT	MUNICIPALITY
<b>__ A1. Preliminary Engineering ("PE") Phase</b>		
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.		
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, land use and development analysis and forecasts.		
3. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design subphases or tasks and/or to secure the approval/authorization to proceed.		
4. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.		
5. Obtain aerial photography and photogrammetric mapping.		
6. Perform all surveys for mapping and design.		
7. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the <i>Highway Design Manual</i> , all Highway Design (including pavement evaluations, taking and analyzing cores; design of pavement mixes and applications procedures), preparation of any necessary bridge site data package and all Structural Design (including any necessary hydraulic analyses, foundation design), all design of highway appurtenances and systems (e.g., Signals, IVHS facilities), and maintenance and protection of traffic plans. FRA criteria will apply to rail work.		
8. Perform landscape design (including erosion control).		
9. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need for cultural resources survey.		
10. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separately, any portions of the project which may be more appropriately progressed separately and independently.		
11. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.		
12. Conduct any required soils and other geological investigations.		
13. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocation plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.		
14. Determine the need and apply for any required permits, including U. S. Coast Guard, U. S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.		

<p>15. Prepare and execute any required agreements, including:</p> <ul style="list-style-type: none"> <li>-- Railroad force account</li> <li>-- Maintenance agreements for sidewalks, lighting, signals, betterments.</li> <li>-- Betterment Agreements</li> <li>-- Utility Work Agreements for any necessary Utility Relocations of Privately-owned Utilities.</li> </ul>		
<p>16. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&amp;E by NYSDOT</p>		
<p><b>___ A2. Right-of-Way (ROW) Incidentals</b></p>		
<p>1. Prepare ARM or other mapping, showing preliminary taking lines.</p>		
<p>2. Prepare Right-of-Way (ROW) mapping.</p>		
<p>3. Obtain abstracts of title <b>and certify those having an interest in right-of-way to be acquired.</b></p>		
<p>4. Secure Appraisals and perform Appraisal Review.</p>		
<p>5. Establish an amount representing just compensation.</p>		
<p>6. Determine whether any <del>ade minimus</del> or other exemption from public hearing that would otherwise be required by the Eminent Domain Procedure Law is applicable. <b>If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.</b></p>		
<p>7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, and are not exempt from hearing requirements per paragraph A2-6 above, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.</p>		
<p>8. Prepare a Table of Right-of-Way Acquisitions for inclusion in the Design Report.</p>		
<p>9. Prepare relocation plans, if required.</p>		
<p><b>___ B. Right of Way (ROW) Acquisition</b> (for a Federal-aided project, eminent domain, condemnation or municipal Right-of-Way acquisition activities must be accomplished in compliance with the Uniform Relocation Assistance and Property Acquisition Policy Act of 1970, as amended. NYSDOT will monitor the right-of-way activities for compliance.)</p>		
<p>1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property on behalf of the Municipality, the Municipality agrees to accept delivery of title to any and all permanent property rights acquired for the project (other than any rights of way acquired for a reverse betterment or other project involving an Interstate or state highway) and the Municipality directs its signatory to this agreement to accept delivery of the deed(s) from NYSDOT conveying the acquired property upon completion of the Project or sooner at the mutual agreement of NYSDOT and the municipality.</p> <p>When the Municipality performs Right-of-Way Acquisition work it shall designate the local responsible official for making key decisions regarding the acquisition process (e.g., adoption of a minimum payment; setting the just compensation amount; approval of administrative or legal settlements; need or conditions for releases of encumbrances; signing the acquisition maps; commencement of condemnation proceedings; signing the right-of-way clearance certificate; and other administrative decisions as necessary).</p>		
<p>2. Provide required relocation assistance.</p>		
<p>3. Conduct condemnation proceedings, court, and any other legal actions required to acquire properties.</p>		
<p>4. Monitor all ROW Acquisition work and activities, including review and processing of payments to property owners.</p>		
<p>5. Provide right-of-way Clearance Certificate at appropriate time prior to construction.</p>		

6. Conduct property management activities, including establishment and collection of occupancy and use permit fees, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.		
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.		
<b>X C. Construction @, Supervision (C/S) and Inspection (C/I) Phase</b>		X
1. Advertise contract lettings and distribute contract documents to prospective bidders.		X
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).		X
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.		X
4. Compile and submit Contract Award Documentation Package.		X
5. Review and approve any proposed subcontractors, vendors, or suppliers.		X
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.		X
<b>7(A) For non-NHS or State Highway System Projects:</b> Test and accept materials, including review and approval for any requests for substitutions.		
<b>7(B) For NHS or State highway System Projects:</b> Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of, NYSDOT. The Municipality shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.		X
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.		X
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.		X
10. Review and approve all shop drawings, fabrications details, and other details of structural work.		X
11. Administer all construction contract claims, disputes or litigation.		X
12. Perform final inspection of the completed work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.		X

**EXHIBIT A**

## Work Requirements

The work of the project shall be performed in accordance with the following requirements:

1. The Sponsor shall comply with all applicable statutes, permits, ordinances, rules and regulations relative to the development of the project including those for projects which may have a significant effect on the environment (e.g. the National Environmental Policy Act ("NEPA"), State Environmental Quality Review Act, and Smart Growth Public Infrastructure Policy Act, significant effect on agricultural districts (Agriculture and Markets Law, Article 25AA), the preservation of historic structures, the quality of water and potential for flood hazards and losses (Environmental Conservation Law, Articles 8 and 36) and certify such compliance in a form acceptable to NYSDOT.
2. Contract work with any person, firm, corporation or agency, either governmental or private, to accomplish the Project will be in accordance with applicable State and Federal law. The contract between the Sponsor and its contractor(s) must comply in every way with applicable laws, rules, and regulations. NYSDOT shall not be a party to any such third party contract between the Sponsor and its contractor(s).
3. For Consultant Services – when a Sponsor manages and administers consultant contracts (see Exhibit C for Consultant Selection Procedures) it must ensure that a complete and acceptable product is received on time, within standards, and within budget.

Sponsor must conduct contract administration activities to ensure that contractual obligations are completed satisfactorily. Generally, these activities include:

- Monitoring project progress and compliance with contract requirements.
- Receiving, reviewing and assessing reports, plans and other required products.
- Reviewing invoices and approving payments.
- Record-keeping and reporting.
- Controlling costs and schedule.
- Identifying changes to the scope of work and preparation of supplemental agreements.
- Completing performance evaluations.

4. For Construction Projects – Plans, Specifications and Estimates must comply with the following:
  - a. As may be required by NYSDOT and for all federal-aid projects: (i) all construction materials and construction methods shall be in accordance with NYSDOT Standard Specifications; (ii) the Sponsor shall design and construct the Project, or cause it to be designed and constructed, in accordance with standards agreed to by NYSDOT under the supervision of a professional engineer, or architect or other professional as agreed to by NYSDOT. Construction supervision work shall be performed by the Sponsor or by contract.
  - b. As may be required by NYSDOT and for all federal-aid projects, the record sampling program, independent testing and quality assurance procedures applicable to federal-aid Projects performed by the Sponsor shall be in accordance with NYSDOT Standard Specifications whether or not such procedures are required for the receipt of Federal-Aid.
  - c. Any contract plans and specifications submitted to NYSDOT for approval shall be stamped with the seal of a design professional licensed in this State and shall be signed by such professional as approved by NYSDOT. As may be required by NYSDOT and for all federal-aid projects, the plans and specifications shall be filed with NYSDOT.
5. As required by law, construction contract procurements shall be based on competitive bidding, and shall be subject to the approval of NYSDOT, in the following manner:
  - a. As may be required by NYSDOT and for all federal-aid projects, prior to advertising for bids, one copy each of the proposed contract, plans, specifications and all related bidding documents shall be submitted to NYSDOT for approval. The bid invitation and the contract to be let shall contain a statement that the contract will be awarded by the Sponsor subject to the approval of NYSDOT.
  - b. Advertisement for competitively bid projects must be placed in newspapers, bulletins, trade journals and/or minority publications *for a minimum of three weeks* to insure free and open competition, unless a different period is approved, in writing, by NYSDOT.

c. The following contract award items shall be maintained and submitted to NYSDOT upon request:

1. Proof of publication of advertising for bids.
2. Certification of all bids received with tabulation of up to six lowest.
3. Copy of the proposal signed by the bidder selected for award of the contract.
4. If the award is not to be made to the lowest bidder, a statement of explanation.
5. Bid amount broken down by fiscal shares.
6. Competitive bidding statement.
7. Recommendations for award.
8. Analysis of low bid, including identification of unbalanced bids.
9. Certification of quantities of items bid 25% or greater over the estimate.
10. Non-collusive Bidding Certification.
11. Bidder Debarment History Certification.
12. For contracts over \$100,000 or as otherwise required (For Federal Aid projects, defer to DBE requirements):
  - Schedule of proposed MWBE participation; and
  - NYS Uniform Contracting Questionnaire (CCA-1).

6. Force Account Payments – a method of performing construction work using the Sponsor’s employees and pre-purchased/delivered materials. The Sponsor must keep supporting documentation for personnel service and non-personnel service costs including the following material:

Payroll Time Sheets – The employee’s approval and the employee’s supervisor’s approval is required on each time sheet. These approvals attest to the employee’s assignment and hours worked on the projects indicated, and demonstrate that periods of paid leave are charged to appropriate leave categories or accounts. The individual employee’s paid leave time (i.e. holidays, vacation, etc.) cannot be charged to a PIN on a time sheet. Leave time charges are allocated to projects based on an approved methodology. Time sheets must correspond with applicable payroll records and amounts paid for each employee based on a comprehensive payroll/labor cost distribution system.

Non-Personnel Service Costs – Copies of invoices or documentation showing amounts and notations, as may be required to clearly identify the purpose of each item, must be retained and reflect a job cost number for the project.

Project Detail Cost Ledgers - For audit purposes, a Project Detail Cost Ledger, which is reconciled to the Sponsor’s General Ledger, is required as the official accounting record of the Sponsor to record and accumulate all cost transactions applicable to the project.

## EXHIBIT B Record Keeping Guidelines

The following are the record keeping requirements for State reimbursement of Multi-Modal Funding-eligible Project costs:

1. *Project Account Cost Classifications.* **Sponsor** shall establish and maintain, in accordance with requirements established by **NYSDOT** and approved by the State Comptroller, separate accounts within its existing accounting system or set up independently, to be known as the Project Account. **Sponsor** will segregate and group Project costs so that **Sponsor** can furnish on reasonable notice, cost information in the following cost classifications:
  - (a) Purchase price or value of land;
  - (b) Incidental costs of land acquisition;
  - (c) Costs of contract construction;
  - (d) Engineering costs of plans and designs;
  - (e) Engineering costs of supervision and inspection;
  - (f) Other administrative costs;
  - (g) Costs of equipment acquisition;
  - (h) Miscellaneous cost not otherwise included.

2. *Project Account Ledger.* For audit purposes, the Project Account Ledger will record and accumulate all cost transactions applicable to the Project. All costs recorded in the Project Account should be for 100% of such costs without reduction for the non-Federal share, and for any applicable Federal share.

Every transaction listed on the Project Account Ledger will be recorded in the same level of detail as the total from each supporting source document (no summarization of source documents amounts). All transactions listed on the detail ledger will identify the source document for the transaction by referencing contract/estimate numbers, vendor or payee numbers for vouchers, etc. The applicable accounting system record date will also be included for each transaction.

The ledgers for the Project will include totals for all transactions recorded during: 1) each accounting month, (2) the fiscal year of the Sponsor, and (3) for the Project life to date.

3. *Eligible Project Costs.* Eligible Project Costs shall consist of costs within the Project Account Cost Classifications that are approved by **NYSDOT** within a Project Budget. The Project Account shall be charged all Eligible Project Costs actually paid for the Project. All costs charged to the Project Account, including any approved services contributed by the **Sponsor** or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail that nature and propriety of the charges, in accordance with the requirements of **NYSDOT** as approved by the State Comptroller.
4. *Source Documents.* The Sponsor will retain an official copy of all original source documents for transactions listed on the Project Detail Ledger. These will be systematically filed in an order that will facilitate retrieval. All expenditure vouchers or other cost documents must also be traceable through the Sponsor's disbursement process to copies of warrants or checks issued and to corresponding documentation maintained in the official accounting records of the Sponsor's central finance office.
5. *Checks, Orders and Vouchers.* Any check or order drawn by the **Sponsor** with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the **Sponsor** stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or part to the Project shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all other such documents.
6. *Audit/Disallowances.* Project Costs claimed or previously reimbursed that cannot be supported as outlined herein, are subject to audit disallowance by **NYSDOT**, the State Comptroller or Officer of the Inspector General. Amounts paid to the Sponsor by **NYSDOT** that are subsequently disallowed are subject to recovery by **NYSDOT** from the Sponsor, or at the option of the State, will be offset or reduced against current or future reimbursement claims on the same or other projects.

**EXHIBIT C**  
**Consultant Selection Procedures**

Unless alternative procedures are approved by NYSDOT, the municipality/Sponsor will employ the following procedures for the selection of any consultant to perform work on their project.

The procedures listed below apply to the procurement of professional services. As shown, differentiations are made at certain stages between architectural/engineering/land surveying (collectively referred to as **A/E**) services, and other (**non-A/E**) professional services. In addition, the procedures outlined for A/E services only apply to those services with a total dollar value greater than \$25,000. For A/E services valued less than \$25,000, the non-A/E procedures may be followed. If there is a question as to which procedure is applicable for a given project, the municipality/Sponsor should contact the Local Consultant Selection Coordinator, Contract Management Bureau, NYSDOT, for guidance prior to the initiation of procurement activities.

For illustrative purposes, the procedures below assign functional responsibilities and titles for the various steps. The municipality/Sponsor may substitute their own functional equivalents for these titles, but no substantive changes in the procedure may be made without prior written approval from NYSDOT.

ACTION/TASK  
PERFORMED BY

ACTION/TASK

Municipality/Sponsor  
Requiring Consultant

1. Assign a Project Manager (PM) to coordinate and oversee all procurement and consultant activities.

Project Manager

2. Prepare a service contract requirement package. The package should include: (a) a scope of services describing in detail the services to be performed; (b) a schedule for completion of critical tasks in the project; (c) an estimate of the value of the services to be provided, including anticipated staff hours, overhead, profit, and non-salary costs; (d) all other technical data that may be included in the solicitation for professional services, such as minimum qualifications or requirements, maps, plans, etc.
3. Designate at least three (3) individuals to serve on a consultant selection committee. Committee members should be familiar with the project and/or knowledgeable in the field of professional services being solicited.
4. Assign a contract number to the assigned contract, (if available, this can be the Project Identification Number (PIN) assigned to the project by NYSDOT).



- Project Manager
5. As needed, Contact NYSDOT to discuss proposed procurement methodology to insure that proper procedures are understood for the type of services to be procured.
- Project Manager and Selection Committee
6. Discuss desirable qualifications of consultant, and establish selection criteria to be utilized in the evaluation of consultant proposals or Expressions of Interest (EOIs). Establish relative weights for each criteria based upon its relative importance to the committee. Examples of commonly used selection criteria include: experience of firm with similar projects; experience of proposed staff with similar projects; experience with municipality/Sponsor; reasonableness of proposed approach and schedule; familiarity with area; etc. A/E PROCUREMENTS MUST BE AWARDED ON A "HIGHEST QUALIFIED" BASIS. THEREFORE THE COSTS AND PRICING OF THESE SERVICES CANNOT BE USED AS A SELECTION CONSIDERATION FOR A/E PROCUREMENTS WITH A VALUE OVER \$25,000. COST AND PRICING INFORMATION CAN BE UTILIZED FOR NON-A/E PROCUREMENTS AND FOR A/E PROCUREMENTS WITH A CONTRACT VALUE LESS THAN \$25,000.
- Project Manager
7. Establish Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) participation goals, as appropriate.

## 8. FOR A/E PROJECTS

Prepare a Request for Qualifications (RFQ) package to be sent to all prospective consultants. The RFQ must include the following: (a) a project identification number and indication that the project is federally funded; (b) a statement of the work to be performed; (c) the anticipated project schedule; (d) an estimate of the total project cost; (e) selection criteria, listed in order of decreasing importance (do NOT include criteria weights); (f) DBE requirements, if any; (g) material to be submitted in the Expression of Interest and desired format of submission; (h) number of copies of EOI to be sent, EOI due date, and address where EOIs should be mailed; (i) name, address, and phone number of contact person; (j) any additional project information that may be useful to the consultants in their EOI preparation (ie: availability of plans or maps for inspection, time and date of any planned site tours, etc.); (k) a statement indicating that responding firms must be licensed to practice engineering in New York State. **THERE MUST NOT BE ANY REQUEST FOR COST OR PRICING INFORMATION IN THE RFQ.**

## 8. FOR NON-A/E PROJECTS

Prepare a Request for Proposals (RFP) package to be sent to all prospective consultants. The RFP must include the following: (a) a project identification number and indication that the project is federally funded; (b) a statement of the work to be performed; (c) the anticipated project schedule; (d) an estimate of the total project cost; (e) selection criteria, listed in order of decreasing importance (do NOT include criteria weights); (f) DBE requirements, if any; (g) material to be submitted in the proposal and desired format of submission; (h) number of copies of proposals to be sent, proposal due date, and address where EOIs should be mailed; (i) name, address, and phone number of contact person; (j) any additional project information that may be useful to the consultants in their proposal preparation (ie: availability of plans or maps for inspection, time and date of any planned site tours, etc.); (k) a cost proposal consisting of a lump sum/specific hourly rate for performing the work as outlined in the RFP. Each cost proposal should contain the following elements: (1) Salaries - A salary schedule listing descriptive job titles for the staff to be assigned to

the project and their present hourly rates; (2) Non-Salary Costs - A direct non-salary cost schedule shall list all out-of-pocket expenses expected to be incurred during the performance of the project. Travel, meals, and lodging shall be limited to the prevailing maximum rates as established by the NYS Comptroller, (available from NYSDOT Contract Management Bureau); (3) Cost Summary - A final schedule that summarizes the direct labor, overhead rate, fixed fee (profit), and direct non-salary costs for the project.

Project Manager

9. Make all necessary arrangements for advertisement of the RFQ/RFP. Advertisements must be for one day in the New York State Contract Reporter, except for projects located in the metropolitan New York City area, which must be advertised in the New York State Contract Reporter AND/OR the New York City Record. It is at the municipality/Sponsor's discretion whether to advertise in local newspapers or publications in addition to the required publications.

If the RFQ/RFP is of short length (less than two pages), the entire request can be placed in the advertisement. Proposers will respond directly to the advertisement to the municipality/Sponsor with their EOIs or proposals. If the RFQ/RFP contains more information than is practical to place in an advertisement, the advertisement should ask for interested firms to submit a one page Letter of Interest (LOI) to the municipality/Sponsor. Firms sending a LOI in response to the advertisement will then be sent a copy of the RFQ/RFP when available. Advertisements requesting LOIs should contain the following information: (a) a project identification number; (b) an indication of the funding source; (c) a brief description of the project scope; (d) an estimate of total project cost; (e) anticipated project start and completion dates; (f) name, address, and phone number of contact person; (g) LOI due date with a statement informing interested firms that those submitting an LOI will receive a copy of the RFQ/RFP when it is available.

RFQ/RFP to all responding firms (if requesting Letters of Interest) and any other firms that otherwise request a copy. No copies should be advertised due date of the LOI's.

11. Respond to questions from prospective proposers regarding clarifications, omissions, etc.
12. If as a result of such questions any part of the RFP/RFQ requires clarification, change, or augmentation, issue an addendum to the RFP/RFQ to ALL respondents and, if necessary, extend the response deadline appropriately.
13. If applicable, coordinate site visits for prospective proposers. Arrange for appropriate safety personnel to be present as necessary (ie: flaggers).
14. Make available any plans, maps, reports, and other written material pertinent to the project referred to in the RFP/RFQ for viewing by all interested proposers.
15. Receive all proposals/EOI's and review for proper format and completeness.
16. Prepare scoresheets for use by selection committee in their evaluation of proposals/EOI's. Scoresheets should list all evaluation criteria and summarize the applicable scoring methodology. Generally, scoring should be on a scale of 0 -10 for each evaluation factor,, using whole numbers only.
17. Distribute scoresheets and one copy of each proposal/EOI for each firm to all committee members and establish a date for the selection committee to meet and discuss their reviews and scores.

10. Issue

Selection Committee

18. FOR A/E PROJECTS

Each committee member individually reviews each Expression of Interest received and assigns scores for each selection factor. Upon completion of all reviews, returns scoresheets to Project Manager for tabulation of rankings.

18. FOR OTHER PROJECTS

Each committee member individually reviews each proposal received and assigns scores for each selection factor. Upon completion of all reviews, returns scoresheets to Project Manager for tabulation of rankings

Project Manager

19. Tabulates scores from all committee members (multiplying scores by their factor weights) Summarizes composite scores in rank order and returns a summary of scoring to committee members for discussion at committee meeting.

19. Tabulates scores from all committee members. (multiplying scores by factor weights). Summarizes composite scores in rank order and returns a summary of scores to committee members for discussion at committee meeting. Also, summarizes pricing information for all firms and distributes to committee members

Selection Committee

20. FOR A/E PROJECTS
- Each committee member reviews their scores and the overall rankings. Committee meets to discuss the scores for the top ranked firms. Members should discuss the strengths and weaknesses of each of the top firms, and revise their scores as appropriate as a result of discussions. At the conclusion of the meeting, all final scores are returned to the Project Manager for tabulation.

20. FOR OTHER PROJECTS
- Each committee member reviews their scores and the overall rankings. Committee meets to identify those firms that are technically qualified to perform project work. Those firms that are determined to be qualified have their cost information reviewed. Discussions should be held amongst the committee members to determine which firm(s) offer the best combination of technical merit and cost. Members have the opportunity to revise their scores as a result of discussions.

Project Manager

21. Tabulates final scores. Contacts NYS NYSDOT of Transportation for approval of recommended firm (go to step 24) OR invites top ranked firms to prepare oral presentations. Firms should be provided with a list of questions that they will be

21. Contacts NYS NYSDOT of Transportation for approval of recommended firm (go to step 24) OR invites top ranked firms to prepare oral presentations. firms should be provided with a list of questions that they will be expected to answer at the oral

expected to answer at the oral presentation as well as the factors the committee will be using to evaluate their presentations. *The use of oral presentations is optional for all projects and at the discretion of the locality/Sponsor.*

presentation as well as the factors the committee will be using to evaluate their presentations. *The use of oral presentations is optional for all projects and at the discretion of the locality/Sponsor.*

Selection Committee  
*(if oral presentations are to be held)*

22. Attends oral presentations and evaluates each firm based on the predetermined factors. Committee members should take written notes for each firm, highlighting the relative strengths and weaknesses of each firm in terms of the evaluation factors.

22. Attends oral presentations and evaluates each firm based on the predetermined factors. Committee members should take written notes for each firm, highlighting the relative strengths and weaknesses of each firm in terms of the evaluation factors and cost considerations.

Project Manager *(if oral presentations were held)*

23. Summarizes committee comments and recommendation.

Project Manager

24. Contacts winning firm to initiate contract negotiations and informs all other proposers upon successful negotiations that they have not been selected. If unable to reach agreement with the first firm end negotiations with notification. Repeat with second firm.

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended,

exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service

contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.**

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have

access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation

and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of

compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in

compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).**

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).**

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action

is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

## APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

*To be included in all contracts*

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
SEPTEMBER 7, 2016

**7. STATE ENVIRONMENTAL QUALITY REVIEW ACT NEGATIVE  
DECLARATION - ROUTE 9A & NORTH STATE ROAD INTERSECTION  
IMPROVEMENTS**

WHEREAS, the Board of Trustees ("Board of Trustees") of the Village of Briarcliff Manor, New York ("Village") is undertaking roadway improvements to the intersection of Route 9A and North State Road ("Proposed Action") and accordingly prepared an accompanying Short Environmental Assessment Form Part 1, prepared by Sarah K. Yackel of BFJ Planning, Village Planning Consultant, dated May 9, 2016 ("EAF"); and

WHEREAS, the Proposed Action has primarily local impacts, and the Board of Trustees is the local agency involved in the Proposed Action which has the broadest governmental powers for the investigation into the impacts of the Proposed Action and the greatest capability for providing the most thorough environmental assessment of the Proposed Action; and

WHEREAS, the Board of Trustees has determined that the Proposed Action is subject to the State Environmental Quality Review Act ("SEQR"), that it does not involve any federal agency, that it will involve other agencies, and that it is classified as an Unlisted Action under SEQR; and

WHEREAS, the Board of Trustees by Resolution adopted July 20, 2016 declared its intent to serve as lead agency and circulated the Part 1 EAF for a 30-day coordinated review to all involved agencies as follows: Westchester County Board of Legislators, Town of Ossining, New York State Department of Transportation, Region 8; and

WHEREAS, during the 30-day coordinated review period, no objections as to lead agency status were received and on or about August 19, 2016, the Board of Trustees became lead agency; and

WHEREAS, the Board of Trustees reviewed an EAF Parts 2 and 3 dated August 29, 2016, prepared by BFJ Planning, and the EAF Part 2 did not identify any potential moderate to large environmental impacts.



NOW THEREFORE, BE IT

RESOLVED, that pursuant to SEQR, the Board of Trustees hereby determines that construction of the proposed improvements to the intersection of Route 9A and North State Road will not have a significant impact upon the environment and hereby adopts a Negative Declaration under SEQRA in accordance with the applicable provisions of law with respect to the Amended Site Plan Application.

<b>Project:</b>	Route 9A/North State Road
<b>Date:</b>	August 29, 2016

**Short Environmental Assessment Form  
Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:	Route 9A/North State Road
Date:	August 29, 2016

### **Short Environmental Assessment Form Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

None of the questions in Part 2 were answered "moderate to large impact may occur," as no moderate to large impacts are anticipated. The proposed action would facilitate the construction of needed improvements to the Route 9A and North State Road intersection as recommended by the Village's 2007 Comprehensive Plan and the 2009 Business Zone Advisory Committee Report. In addition, construction will all take place within the existing road right-of-way and the proposed action would result in improvements to the overall level of service of the intersection. Based on this, the review of EAF Parts 1 and 2, the Village of Briarcliff Manor concludes that the proposed action will not have the potential to result in any significant adverse environmental impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Village of Briarcliff Manor Board of Trustees

Name of Lead Agency

Lori A. Sullivan

Print or Type Name of Responsible Officer in Lead Agency

Signature of Responsible Officer in Lead Agency

Date

Mayor

Title of Responsible Officer

*Sarah K. Yachal*  
Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
SEPTEMBER 7, 2016

**8. FIRE DEPARTMENT MEMBERSHIPS**

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approves the membership of **Peter J. Ceravino** to the Briarcliff Manor Engine Company.

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approves the under 18 membership of **Joseph Raphael** to the Briarcliff Manor Engine Company.

# Briarcliff Manor Fire Department

1111 Pleasantville Road  
Briarcliff Manor, NY 10510

Office of the Chief



DENNIS L. REILLY, CHIEF  
ROBERT M. GARCIA, 1<sup>st</sup> Asst. Chief  
PETER J. FULFREE, 2<sup>nd</sup> Asst. Chief

Emergency 911  
Chief's Office (914) 941-0879  
Fax (914) 944-2758  
E-mail: fdchief@briarcliffmanor.org

DATE: July 12, 2016  
TO: Christine Dennett, Village Clerk  
Briarcliff Manor Board of Trustee's  
FROM: Chief Dennis Reilly - Briarcliff Manor Fire Department  
SUBJECT: NEW MEMBER - Request for Village Approval

Honorable Mayor and Trustees;

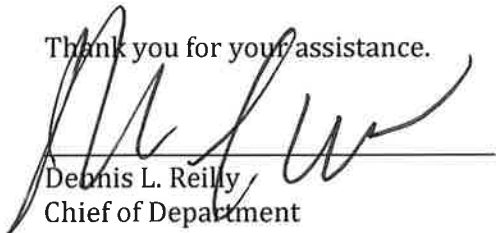
Peter J. Ceravino, born September 28, 1992 and residing at 1 Nord Circle, Briarcliff Manor, NY has applied for membership in the Briarcliff Manor Fire Department.

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

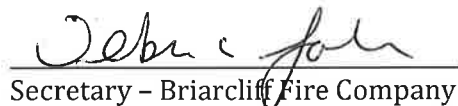
FURTHERMORE, the Chief of Department has performed an Arson Background Check on said member who has been found to have NO record of Arson Conviction.

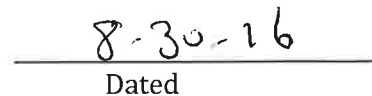
The Chief of Department Requests that the Village of Briarcliff Board of Trustee's approve the application set before you and send such confirmation to **Chief's Office** at your earliest convenience.

Thank you for your assistance.

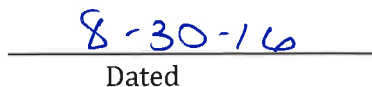
  
Dennis L. Reilly  
Chief of Department

Dated: July 12, 2016

  
Secretary - Briarcliff Fire Company

  
Dated

  
Village Clerk - Christine Dennett

  
Dated

# Briarcliff Manor Fire Department

1111 Pleasantville Road  
Briarcliff Manor, NY 10510

Office of the Chief



DENNIS L. REILLY, CHIEF  
ROBERT M. GARCIA, 1<sup>st</sup> Asst. Chief  
PETER J. FULFREE, 2<sup>nd</sup> Asst. Chief

Emergency 911  
Chief's Office (914) 941-0879  
Fax (914) 944-2758

E-mail: [fdchief@briarcliffmanor.org](mailto:fdchief@briarcliffmanor.org)

DATE: June 28, 2016  
TO: Christine Dennett, Village Clerk  
Briarcliff Manor Board of Trustee's  
FROM: Chief Dennis Reilly - Briarcliff Manor Fire Department  
SUBJECT: NEW MEMBER - Request for Village Approval

Honorable Mayor and Trustees;

Joseph Raphael born May 27, 1999 and residing at 51 Burns Place, Briarcliff Manor, NY has applied for membership in the Briarcliff Manor Fire Department.

The applicant listed above, has been vetted by the <sup>Engine Co.</sup> ~~Hook & Ladder~~ 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.

FURTHERMORE, the Chief of Department has met with the Parent(s) of the applicant, who has signed and certified the Consent and Release Form for the Applicant. 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 **Chief's Office** at your earliest convenience.

Thank you for your assistance.

  
Dennis L. Reilly  
Chief of Department

Dated: June 28, 2016

  
Secretary - ~~Hook & Ladder Company~~  
Engine Co.

07-07-16  
Dated

  
Village Clerk - Christine Dennett

7-7-16  
Dated



# BRIARCLIFF MANOR FIRE DEPARTMENT

1111 Pleasantville Rd, Briarcliff Manor, NY 10510

## UNDER 18 NEW APPLICANT

### PARENTAL CONSENT AND RELEASE FORM

FOR OFFICE USE

MEMBER ID # \_\_\_\_\_

We, the parents or legal guardians of Joseph P. Raphael, (hereinafter known as the "applicant") are aware that the applicant wishes to join the Briarcliff Manor Fire Department (hereinafter known as the "Department"). We understand that this signed consent by the parents or legal guardians and the applicant is required as a prerequisite of the applicant's acceptance into membership in the Department because the applicant has not yet attained 18 years of age.

We understand that membership in the Department is an inherently hazardous undertaking.

We understand that the applicant will be required to attend such training courses as are required by the Chief of the Department, and will become familiar with, and adhere to, the bylaws of the department.

We understand that the applicant will be subject to the orders of the Departmental Chiefs and Officers of the company to which the applicant is assigned, both in the firehouse and at all alarms.

We have been provided with and have read and fully understand the Rules and Regulations governing activities permitted for members of the Department that are under 18 years of age.

By signing a copy of this consent and release form, we hereby acknowledge that, pursuant to section 19 of the volunteer firefighters benefit law, the benefits provided by the volunteer firefighters benefit law shall be the exclusive remedy of the applicant, or his or her spouse, parents, dependents, next of kin, executor or administrator, or anyone otherwise entitled to recover damages, at common law or otherwise, for or on account of an injury to the applicant in the line of duty or death resulting from an injury to the applicant in the line of duty, as against the Village of Briarcliff Manor, its employees or agents, and any person or agency acting under governmental or statutory authority in furtherance of the duties or activities in relation to which any such injury resulted.

This consent and release form must be signed by the applicant and parents or guardians of the applicant and all signatures must be notarized.

### SIGNATURES MUST BE WITNESSED BY A NOTARY PUBLIC

Parent/Guardian 1 - PRINT NAME

Steven M. Raphael

Parent/Guardian 1 - SIGN NAME

[Signature]

05 / 20 / 2016

Parent/Guardian 2 - PRINT NAME

Audrey Raphael

Parent/Guardian 2 - SIGN NAME

[Signature]

05 / 20 / 2016

Applicant - PRINT NAME

Joseph P. Raphael

Applicant - SIGN NAME

[Signature]

05 / 20 / 2016



APPLICANT NAME: Joseph Paul Raphael

MEMBER ID# \_\_\_\_\_

**PARENT/GUARDIAN 1**

(STATE OF NEW YORK )

(COUNTY OF WESTCHESTER )ss.:

On the 20 day of May in the year 20 16 before me the undersigned, personally appeared Steven Raphael, personally known 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 on behalf of which the individual(s) acted executed the instrument.

Notary Public

**PARENT/GUARDIAN 2**

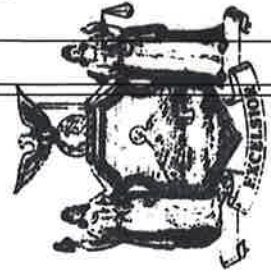
(STATE OF NEW YORK )

(COUNTY OF WESTCHESTER )ss.:

On the 20 day of May in the year 20 16 before me the undersigned, personally appeared Archey Raphael, personally known 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 on behalf of which the individual(s) acted executed the instrument.

Notary Public

Notary Public, State of New York  
No. 04PE0019581  
Qualified in New York County  
Commission Expires 3/26/19  
*Jill Wade Foster*



**APPLICANT**

(STATE OF NEW YORK )

(COUNTY OF WESTCHESTER )ss.:

On the 20 day of May in the year 20 16 before me the undersigned, personally appeared Joseph Raphael, personally known 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 on behalf of which the individual(s) acted executed the instrument.

Notary Public



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 17<sup>th</sup> of August, 2016 commencing at 8:00 p.m.

**Present**

Lori A. Sullivan, Mayor  
Mark Pohar, Deputy Mayor  
Cesare DeRose, Jr. Trustee  
Mark L. Wilson, Trustee  
Bryan Zirman, Trustee

**Also Present**

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

**Board of Trustees Announcements by Trustee Wilson**

- The Library is very busy with programs. Their brochure is available on their website.
- The pool is open through 9/5.
- The Youth Center “Back with a Splash” Party will be on 9/8.
- Community day will be 9/10, mark your calendars!
- Any nonprofits interested in participating, please contact the Recreation Department.
- The Fall Brochure should be posted by Labor Day.
- There will be a Work Session next Tuesday, 9/23 at 6pm.

**Village Managers Report by Village Manager Zegarelli**

- A punch list for the Community Center is being worked on.
- The Pavilion bid is being prepared
- The Village is working with County to prepare an IMA and targeting early September for its completion regarding the Route 9A and North State Road Intersection.
- Hydrant flushing is nearly complete.
- Phase one of paving is complete. The Club Field parking will be ready for September.
- The annual Audit finished out well.

**Public Comments**

There were no public comments

**Recognition of Years of Service for Village Employees**

Mayor Sullivan stated that NYCOM sent certificates to our employees who have served in excess of 25 years.

The Board thanked the employees for all their years of service.

**Award of Bid for the Pool Pavilion Reconstruction Fabrication and Delivery of Glu-Lam Arches and Glu-Lam Beams Project**

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

WHEREAS the Village received 3 qualified bids for the Pool Pavilion Reconstruction Fabrication and Delivery of Glu-Lam Arches and Glu-Lam Beams Project; and

WHEREAS funding for this project will be charged to A1989.425.LwPrk; and

NOW, THEREFORE, BE IT RESOLVED that the bid for the Pool Pavilion Reconstruction Fabrication and Delivery of Glu-Lam Arches and Glu-Lam Beams Project is hereby awarded to the lowest responsible bidder Structural Wood Systems of Greenville, Alabama with their bid proposal of \$100,445; and

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

**Schedule a Public Hearing to Renew a Special Use Permit – Scarborough Presbyterian Church**

The Board requested the most recent approval and for the applicant to appear at the hearing.

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

BE IT RESOLVED that a Public Hearing is hereby scheduled for September 7, 2016 at 8:00pm or soon thereafter in Village Hall located at 1111 Pleasantville Road, Briarcliff Manor, NY to hear and consider an application to renew a Special Use Permit issued to the Scarborough Presbyterian Church.

**Appointment of Police Lieutenant**

The Board thanked Dominick for his service and congratulated him.

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

BE IT FURTHER RESOLVED that Dominick Bueti is hereby appointed provisionally as Police Lieutenant effective August 18, 2016 with a salary of \$130,000.00.

### **Fire Department Memberships**

The Board thanked the new members for volunteering and stated it was wonderful to have those that grew up here to join the Fire Department and give their time.

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

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

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

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

### **Adjournment**

A Work Session will be held on August 23<sup>rd</sup> at 6:00pm at the Community Center to discuss the Pavilion plans.

Upon motion by Trustee Wilson, seconded by Deputy Mayor Pohar, the Board voted unanimously to adjourn the meeting at 8:31pm.

Respectfully Submitted By,  
Christine Dennett  
Village Clerk