



AGENDA
JULY 5, 2017
BOARD OF TRUSTEES
VILLAGE OF BRIARCLIFF MANOR, NEW YORK
REGULAR MEETING – 8:00 PM

Pledge of Allegiance

1. Public Hearing to Hear and Discuss a Proposed Local Law to Codify the Village's Vehicle and Traffic Laws and Ordinances Under a New Chapter 207 in the Briarcliff Manor Village Code Entitled "Vehicles and Traffic"

Board of Trustees Announcements

Village Managers Report

Public Comments

2. Award of Bids
 - a) Municipal Building HVAC
 - b) Civil – Intersection Improvements – Route 9A and North State Roads
3. Budget Amendment
4. Authorize Village Manager to Enter into a Cooperative Purchase Agreement with the Town of Mount Pleasant for Highway Construction Materials
5. Ratification of a Memorandum of Agreement between the Village and the CSEA

NEXT REGULAR BOARD OF TRUSTEES MEETING – JULY 19, 2017

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JULY 5, 2017

- 1. PUBLIC HEARING TO HEAR AND DISCUSS A PROPOSED LOCAL LAW TO CODIFY THE VILLAGE'S VEHICLE AND TRAFFIC LAWS AND ORDINANCES UNDER A NEW CHAPTER 207 TO THE CODE OF THE VILLAGE OF BRIARCLIFF MANOR ENTITLED "VEHICLES AND TRAFFIC"**

BE IT RESOLVED that the proposed Local Law to Codify the Village's Vehicle and Traffic Laws and Ordinances under a new Chapter 207 to the Code of the Village of Briarcliff Manor entitled "Vehicles and Traffic" is hereby adopted.

A LOCAL LAW TO ADD CHAPTER 207
VEHICLES AND TRAFFIC TO THE
CODE OF THE VILLAGE OF
BRIARCLIFF MANOR
Draft 06-21-17

Be it enacted by the Village Board of the Village of Briarcliff Manor, as follows:

Section 1. Chapter 207 of the Code of the Village of Briarcliff Manor, entitled “Vehicles and Traffic” is hereby adopted to read as follows:

“ARTICLE I. General Provisions

§ 207-1. Definitions.

- A. The words and phrases used in this chapter shall, for the purposes of this chapter, have the meanings respectively ascribed to them by Article I of the Vehicle and Traffic Law of the State of New York.
- B. The following words and phrases, which are not defined by Article 1 of the Vehicle and Traffic Law of the State of New York, shall have the meanings respectively ascribed to them in this section for the purposes of this chapter.

CURBLINE - The prolongation of the lateral line of a curb or, in the absence of a curb, the lateral boundary line of the roadway.

HOLIDAYS -New Year’s Day, Lincoln’s Birthday, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

MOTOR VEHICLES - Includes all vehicles propelled by power and shall include motorcycles and motor scooters.

OFFICIAL TIME STANDARD - Whenever certain hours are named herein or on traffic control devices, they shall mean the time standard which is in current use in this state.

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§ 207-2. Authority to Install Traffic Control Devices.

The Village Manager shall have traffic control devices installed and maintained as required under the provisions of this chapter and Sections 1682 and 1684 of the Vehicle and Traffic Law of the State of New York.

§ 207-3. Adoption of regulations.

- A. Regulations may be adopted by the Board of Trustees in accordance with provisions of the Village Law and the Vehicle and Traffic Law.
- B. Pursuant to the Vehicle and Traffic Law, Section 1603, the Village Manager is hereby authorized to promulgate rules and regulations to be exercised in a manner consistent with the provisions of the Vehicle and Traffic Law, Article 39, and to revoke, alter or amend such rules and regulations, with respect to the following:
 - (1) Designation and marking of parking spaces or stalls and placement of signs in any street or portion thereof, or in any public parking area maintained by the Village. Where appropriate, such rules and regulations may designate the direction in which a motor vehicle shall be faced when parking in any such parking space or stall.
 - (2) Designation of an intersection within the Village as a stop intersection.
 - (3) Designation of locations for traffic control devices.
- C. Any rule or regulation promulgated by the Village Manager pursuant to the provisions of this chapter shall be effective 30 days after adoption of such rule or regulation, unless within a period of 30 days from date of such adoption, the Board of Trustees shall rescind such rule or regulation. The Board of Trustees shall have 10 days' notice in writing by the Village Manager of the contents of any such rule or regulations, and the date it is to be adopted by the Village Manager.

ARTICLE II. Traffic Regulations

§ 207-4. Traffic control signals.

Traffic control signals shall be installed and operated at the following described intersections:

Intersection

- Rt. 9/Sleepy Hollow Country Club Exit
- Rt. 9/Scarborough Road
- Rt. 9/Scarborough Station Road
- Rt. 9A/Chappaqua Road

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- Rt. 9A/North State Road
- North State Road/Pleasantville Road
- North State Road/Chappaqua Road
- Pleasantville Road/South State Road
- Pleasantville Road/Taconic State Parkway
- Pleasantville Road/Buckhout Road
- Pleasantville Road/Entrance & Exit Briarcliff Manor HS

§ 207-5. Speed limits.

No motor vehicle, motorcycle or other vehicle of any description whatever shall be run, driven or operated upon village highways within the Village of Briarcliff Manor at a rate of speed greater than the rates of speed hereinafter specified:

- A. The speed limit for motor vehicles, motorcycles and other vehicles on all village highways located within the Village of Briarcliff Manor is established at 30 miles per hour, except as provided in Subsection B and § 207-6 of this chapter.
- B. The speed limit for motor vehicles, motorcycles and other vehicles other than 30 miles per hour are hereby established on the following described streets or parts thereof:

<u>Name of Street</u>	<u>Speed limit (mph)</u>	<u>Location</u>
Pleasantville Road from the intersection of Pleasantville Road and South State Road to the intersection of Pleasantville Road and Poplar Road	25	
Route 9	40	
Route 9A	45 or 55	

§ 207-6. School speed limits.

No person shall drive a vehicle in excess of the speeds indicated below, in the areas designated below, during school days between the hours of 7:00 a.m. and 6:00 p.m.:

<u>Name of Street</u>	<u>Speed limit (mph)</u>	<u>Location</u>
Ingham Road	15	Todd School
Pleasantville Road	10	High School

§ 207-7. One-way streets.

The following streets or parts of streets hereby designated as one-way streets in the direction indicated:

<u>Name of Street</u>	<u>Direction of Travel</u>	<u>Limits</u>
Drislane Road	N/B	Entire Road

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Scarborough Station Road	N/B, S/B, E/B	In Parking Lot
Old Route 100	N/B	Woodside to N. State Rd.
Van Lu Van Lane	S/B	Entire Road
School Road	E/B	Entire Road
High School Entrance/Exit	S/B, N/B	
Municipal Lot	E/B, W/B	
Post Office Lot	E/B	

§ 207-8. U-turns.

No person shall make a U-turn at any of the following locations:

<u>Name of Street</u>	<u>Location</u>
Pleasantville Road	S/B at Post Office
Pleasantville Road	N/B before Poplar Road

§ 207-9. Prohibited turns at intersections.

No person shall make a turn of the kind designated below at any of the following intersections:

<u>Name of Street</u>	<u>Direction of Travel</u>	<u>Prohibited Turn</u>	<u>Hours</u>	<u>At Intersection of</u>
Rt. 9A Ramp	North	Left Turns	All	Pleasantville Road
Rt. 9A Ramp	South	Left Turns	All	Pleasantville Road
Chappaqua Road	West	Left Turns	All	Pleasantville Road
North State Road	East	Left Turns	All	Briarwood Shopping Center
North State Road	West	Left Turns	All	Briarwood Shopping Center
Route 9	North	Left Turns	All	Clearview School

§ 207-10. Prohibited right turns on red signal.

No person shall make a right turn when facing a steady red signal (stop indication) at any of the following locations:

<u>Name of Street</u>	<u>Direction of Travel</u>
Route 9	Scarborough Road - Both
Route 9	Scarborough Station Road - Both Directions
North State Road	Turning North onto Pleasantville Road
Chappaqua Road	Route 9A - All Directions
Route 9A	North State Road - All Directions

§ 207-11. Through streets.

The following described streets or parts thereof are hereby designated as through streets. Traffic control devices shall be installed on each street intersecting the through street:

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Name of Through Street	Name of Entrance Street	Direction Entering	
Pleasantville Road	Orchard Road	W/B	
Apple Lane	Orchard Road	W/B	& E/B
Farm Road	Orchard Road	W/B	
Macy Road	Holbrook Lane	W/B	
Macy Road	Redwood Lane	W/B	
Holbrook Road	Macy Road	N/B	
Scarborough Road	Holbrook Road	W/B	
Scarborough Road	Brookwood Drive	E/B	
Scarborough Road	Leicester Road	E/B	
Scarborough Road	Long Hill Road West	W/B	
Scarborough Road	Ridgecrest Road	N/B	
Route 9	Marlborough Road	W/B	
Route 9	Revolutionary Road	E/B	
Scarborough Station	River Road	N/B	
Route 9	River Road	E/B	
Long Hill Road West	Quinn Road	S/B	(Both Sides)
Long Hill Road West	Ridgecrest Road	N/B	(Both)
Long Hill Road West	Holly Place	N/B	
Long Hill Road West	Cottonwood Lane	S/B	
Long Hill Road West	Shellbark Lane	N/B	
Long Hill Road West	Aspinwall Road	S/B	
Long Hill Road West	Wilderness Way	N/B	
Long Hill Road West	Hirst Road	N/B	
Long Hill Road West	Hidden Oak Road	S/B	
Sleepy Hollow Road	Hollow Tree Road	E/B	
Sleepy Hollow Road	Peach Tree Lane	W/B	
Sleepy Hollow Road	Chestnut Hill Lane	W/B	
Sleepy Hollow Road	Old Sleepy Hollow Road	W/B	
Sleepy Hollow Road	Aspinwall Road	W/B	
Scarborough Road	Old Briarcliff Road	E/B	
Scarborough Road	Sleepy Hollow Road	N/B	
Long Hill Road East	Cedar Drive West	N/B	
Long Hill Road East	Elm Road	S/B	
Long Hill Road East	Frame Road	N/B	
Long Hill Road East	Cedar Drive East	N/B	
Long Hill Road East	Tuttle Road	S/B	
Long Hill Road East	Balsam Road	S/B	
Long Hill Road East	Hyatt Road	N/B	
South State Road	Long Hill Road East	1N/B	N/B
Tuttle Road	Hawthorne Place	IW/B	W/B
Elm Road	Alder Drive	IE/B	E/B
Alder Drive	Butternut Road	IS/B	S/B
Elm Road	Plumwood Road	S/B	
Elm Road	Birch Road	S/B	
South State Road	Elm Road	E/B	
Pine Road	Birch Road	N/B	

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Scarborough/Dalmeny	Fountain Rd & Pine Rd	N/B	& W/B
Dalmeny Road	Cherry Hill Court	E/B	
Pleasantville Road	Old Briarcliff Road	N/B	
Pleasantville Road	Spruce Road	S/B	
Pleasantville Road	Hickory	N/B	
Pleasantville Road	Chappaqua Road	S/B	
Pleasantville Road	Mulberry Road	N/B	
Pleasantville Road	Central Drive	N/B	
Pleasantville Road	Poplar Road	N/B	
Pleasantville Road	Library Road	S/B	
Pleasantville Road	Route 9A	S/B	& N/B
Pleasantville Road	Horsechestnut Road	S/B	
Pleasantville Road	Todd Lane	S/B	
Pleasantville Road	Ingham Road	S/B	
Pleasantville Road	Ash Road	N/B	
Pleasantville Road	Larch Road	N/B	
Pleasantville Road	Chappaqua Road	S/B	
Pleasantville Road	Dogwood Lane	S/B	
Pleasantville Road	Buckhout Road	N/B	
Central Drive	Lodge Road	W/B	
Old Briarcliff Road	Central Drive	W/B	
Hickory Road	Willow Drive	E/B	& W/B
Pleasantville Road	School Road	W/B	
Pleasantville Road	Dalton Lane	S/B	
Chappaqua Road	Tappan Terrace	E/B	
Chappaqua Road	Edgewood Lane	W/B	
Chappaqua Road	Morningside Drive	E/B	
Chappaqua Road	Fuller Road	N/B	
Chappaqua Road	Deertree Lane	N/B	
Chappaqua Road	Burns Place	N/B	
Route 100	Chappaqua Road	E/B	& W/B
NorthStateRoad	Schrade Road	E/B	
NorthStateRoad	Stafford Street	N/B	
North State Road	Old Route 100	N/B	
North State Road	Dunn Lane	E/B	
North State Road	Woodside Road	W/B	
North State Road	Olde Willow Way	E/B	
Fuller Road	Whitson Road IE/B	E/B	
Whitson Road	Fuller Road IS/B	S/B	
Whitson Road	Burns Place	W/B	
Route 9A	Parkway Road	S/B	
Hungerford Road	Hazelton Circle	E/B	
Schrade Road	Hungerford Road	W/B	
Oak Road	Zuydhoek Road	E/B	
Larch Road	Oak Road	S/B	
Larch Road	Maple Road	S/B	
Larch Road	Simpson Road	S/B	

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§ 207-12. Stop intersections.

The following described intersections are hereby designated as stop intersections, and stop signs shall be installed as follows:

Stop Sign on	At Intersection of	Direction of Travel
Orchard Road	Pleasantville Road	W/B
Orchard Road	Apple Lane	W/B
Orchard Road	Apple Lane	E/B
Orchard Road	Farm Road	W/B
Farm Road	Macy Road	N/B
Farm Road	Macy Road	S/B
Macy Road	Farm Road	W/B
Macy Road	Farm Road	E/B
Macy Road	Apple Lane	E/B
Apple Lane	Macy Road	N/B
Macy Road	Holbrook Road	W/B
Redwood Lane	Macy Road	N/B
Holbrook Lane	Macy Road	N/B
Holbrook Lane	Holbrook Road	W/B
Holbrook Road	Holbrook Lane	S/B
Holbrook Road	Holbrook Lane	N/B
Philips Exit	Holbrook Road	N/B
Holbrook Road	Scarborough Road	S/B
Scarborough Road	Holbrook Road	N/B
Philips Exit	Scarborough Road	S/B
Brookwood Drive	Scarborough Road	E/B
Leicester Road	Scarborough Road	E/B
Malborough Road	Route 9	W/B
Long Hill Road West	Scarborough Road	W/B
Ridgecrest Road	Long Hill Road West	N/B
Quinn Road	Long Hill Road West	S/B
Quinn Road	Long Hill Road West	S/B
Law Road	Long Hill Road West	S/B
Holly Place	Long Hill Road West	N/B
Cottonwood Lane	Long Hill Road West	S/B
Shellbark Lane	Long Hill Road West	N/B
Wilderness Way	Long Hill Road West	N/B
Aspinwall Road	Long Hill Road West	S/B
Hirst Road	Long Hill Road West	N/B
Tanglewood Circle	Hirst Road	E/B
Hidden Oak Road	Long Hill Road West	S/B
Long Hill Road West	Sleepy Hollow Road	E/B
Long Hill Road East	Sleepy Hollow Road	W/B
Sleepy Hollow Road	Long Hill Road East/West	N/B
Sleepy Hollow Road	Long Hill Road East/West	S/B
Hollowtree Road	Sleepy Hollow Road	E/B
Peach Tree Lane	Sleepy Hollow Road	W/B
Chestnut Hill Lane	Sleepy Hollow Road	W/B

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Old Sleepy Hollow	Sleepy Hollow Road	W/B	
Cedar Drive West	Long Hill Road East	N/B	
Elm Road	Long Hill Road East	S/B	
Frame Road	Long Hill Road East	N/B	
Cedar Drive East	Long Hill Road East	N/B	
Balsam Road	Long Hill Road East	S/B	
Long Hill Road East	South State Road	E/B	
Hyatt Road	Long Hill Road East	N/B	
Tuttle Road	Long Hill Road East	S/B	
Hawthorne Place	Tuttle Road	W/B	
Tuttle Road	Elm	N/B	
Birch Road	Elm	S/B	
Pace Exit	Elm	N/B	
Elm Road	South State Road		
Birch Road	Pine	N/B	
Plumwood Road	Elm	S/B	
Alder Drive	Elm	E/B	
Butternut Road	Alder Drive	S/B	
Aspinwall Road	Sleepy Hollow Road	N/B	
Sleepy Hollow Road	Scarborough Road	N/B	
Fountain Road	Scarborough Road	N/B	
Pine Road	Dalmeny Road	W/B	
Cherry Hill Court	Dalmeny Road	E/B	
Exit- StTherasas School	Poplar Road	S/B	
Poplar Road	Pleasantville Road	N/B	
Central Drive	Pleasantville Road	N/B	
Mulberry Road	Pleasantville Road	N/B	
Hickory Road	Pleasantville Road	N/B	
Central Drive West	Old Briarcliff Road	W/B	
Old Briarcliff Road	Central Drive West	S/B	
Old Briarcliff Road	Central Drive West	N/B	
Lodge Road	Central Drive West	W/B	
Central Drive	Old Briarcliff Road	W/B	
Old Briarcliff Road	Scarborough Road	S/B	
River Road	Scarborough Road	N/B	
Exit Scarborough Park	Scarborough Station Road	E/B	
Old Briarcliff Road	Pleasantville Road	N/B	
Spruce Road	Pleasantville Road	S/B	
Chappaqua Road	Pleasantville Road	S/B	
Library Road	Pleasantville Road	S/B	
River Road	Route 9	E/B	
Revolutionary Road	Route 9	E/B	
Beachwood Way	Scarborough Station Road	N/B	
Horsechestnut Road	Pleasantville Road	S/B	
Todd Lane	Pleasantville Road	S/B	
Ash Road	Pleasantville Road	N/B	
Oak Road	Zuydhoek Road	E/B	
Oak Road	Larch Road	E/B	
Maple Road	Larch Road	E/B	
Simpson Road	Larch Road	E/B	

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Larch Road	Pleasantville Road	N/B	
Dogwood Lane	Pleasantville Road	W/B	
Taconic Ramp	Pleasantville Road	E/B	
Chappaqua Road	Pleasantville Road	S/B	
Ingham Road	Pleasantville Road	S/B	
Van lu Van Road	Pleasantville Road	IW/B	
Dalton Lane	Pleasantville Road	I W/B	
Edgewood Lane	Chappaqua Road	IN/B	

Fuller Road	Chappaqua Road	N/B	
Fuller Road	Whitson Road	S/B	
Whitson Road	Fuller Road	W/B	
Whitson Road	Fuller Road	E/B	
Burns Place	Whitson Road	W/B	
Burns Place	Chappaqua Road	N/B	
Parkway Road	Route 9A	W/B	
Hazelton Circle	Hungerford Road	E/B	
Schrade Road	Hungerford Road	W/B	
Dunn Lane	North State Road	E/B	
Schrade Road	North State Road	E/B	
Old Willow Way	North State Road	E/B	
Chappaqua Road	Route 100	E/B	
Deer Tree Lane	Chappaqua Road	N/B	Private
Woodside Road	North State Road	W/B	
Woodside Road	Old Route 100	E/B	
Woodside Road	Old Route 100	W/B	
Old Route 100	North State Road	N/B	
Stafford Street	North State Road	N/B	
Chappaqua Road	Pleasantville Road	W/B	
9A North	Pleasantville Road	N/B	
9A South	Pleasantville Road	S/B	
Library Road	Pleasantville Road	S/B	
Chappaqua Road	Pleasantville Road	W/B	off 9A
Chappaqua Road	Morningside Drive	N/B	traveling W/B

§ 207-13. Yield intersections.

The following described intersections are hereby designated as yield intersections, and yield signs shall be installed as follows:

Street	At Intersection of	Direction of Travel	
Ridgecrest Road	Scarborough Road	N/B	(Road
Ridgecrest Road	Scarborough Road	NIB	Splits)
Ridgecrest Road	Long Hill Road W	N/B	LHRW Splits
Dalmeny Road	Poplar Road	N/B	
Hickory Road	Willow Road	E/B	
Hickory Road	Willow Road	W/B	
Chappaqua Road	Pleasantville Road	E/B	by 9A

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§ 207-14. Vehicle weight limits.

It shall be unlawful for any person to operate any commercial vehicle or other tractor, trailer or tractor-trailer combination, having a gross weight in excess of the following gross weight limits as are hereby established, upon the streets or portions thereof described below, except as provided in said section:

Street	Maximum Gross Weight (Lbs)	Location
Stafford Street	10,000	Entire Street
Chappaqua Road	10,000	Rt. 9 to Chappaqua Road

§ 207-15. Trucks over certain weights excluded.

A truck route system upon which all trucks, tractors and tractor-trailer combinations having a total gross weight in excess of 10,000 pounds are permitted to travel and operate is hereby established. All trucks, tractors and tractor-trailer combinations having a total gross weight in excess of 10,000 pounds are hereby excluded from all streets or parts of streets except those streets as follows, except that this exclusion shall not be construed to prevent the delivery or pickup of merchandise or other property along the street from which such vehicles and combinations are excluded.

<u>Name of Street</u>	<u>Location</u>
Stafford Street	Entire Street
Chappaqua Road	Rt. 9A to Chappaqua Road

§ 207-16. Blocking Intersection Prohibited.

No southbound driver on Route 9, S.H. 5361, shall enter the intersection of Route 9 with Revolutionary Road in the Village of Briarcliff Manor, unless there is sufficient unobstructed space beyond the intersection to accommodate the vehicle he or she is operating, notwithstanding any traffic control signal indication to proceed.

§207-17. Restricted Traffic Lanes in Parking Area Adjoining Scarborough Station.

- A. The traffic lanes in the parking area adjoining Scarborough Station are hereby designated as restricted traffic lanes and vehicles shall pass or move in said traffic lanes only in the directions indicated by signs posted within the parking area by the Village of Briarcliff Manor.
- B. The curbside lane on the northerly side of the traffic lane bordering Kemeys Cove in the parking area adjoining Scarborough Station shall be used only for the discharge and pickup of railroad passengers and no vehicle shall park, stand or stop in said lane for any other purpose.

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- C. The turning area at the northwest corner of the parking area, adjoining the northbound platform of the Metro-North Railroad, shall be a restricted area and no private vehicle shall park in said area.

ARTICLE III. Parking, Standing and Stopping

§ 207-18. Application of Article.

The provisions of this article shall apply except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.

§207-19. Parking prohibited at all times.

No person shall park a vehicle at any time upon any of the following described streets or parts thereof:

Street	Side	Location
Macy Road	North	Macy Park (28 Macy - 21 Redwood)
Macy Road	South	Macy Park (33 Macy - 21 Redwood)
Redwood Lane	South	Entire South side
Shine Place		Inside Park
Library Road	West/East	Both sides to parking lot
River Road	North	Front of Clearview School
Ridgecrest Road	Both	#69 - Long Hill Road West
Scarborough Park	North	on turn between spots
Hickory Road	North	Pleasantville Road to Willow
Edgewood Lane	North	Chappaqua to Hungerford North
Edgewood Lane	South	Chapp to approx 100ft - McCrum Field Ent
Whitson Road	East	Neighborhood Park
North State Road	West	By Chappaqua Road (from plaza)
Schrade Road	N & S	By Apartments
North State Road	East	Apts to Stafford St
Dunn Lane	N & S	Both sides from N State to Matthes
Van Lu Van	North	By Rec Center
School Road	South	Pool Area
Ingham Road	East	Pleasantville Road to Todd School
Todd School	East	Fire Lane in front of school building
High School	E & W	Fire & No Parking
Chappaqua Road	East	Pleasantville Rd to Taconic on ramp
Horsechestnut Rd	East	Pleasantville Road
Jackson Road	W & E	Zuydhoek to Park
Elm Road	N & S	By Pace
Birch Road	W & E	Pace area
Tuttle Road	W & E	Both sides

§ 207-20. No stopping.

No shall stop a vehicle upon any of the following described streets or parts thereof:

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Street	Side	Location
North State Road	East	#345 at bus stop
North State Road	West	Squires Plaza

§ 207-21. No standing.

No person shall stand a vehicle upon any of the following described streets or parts thereof:

Name of Street	Side	Location
<i>(RESERVED)</i>		

§207-22. Parking prohibited certain hours.

No person shall park a vehicle between the times specified upon any of the following described streets or parts thereof:

Name of Street	Side	Hours/Days	Location
Whitson Road	West and East	M-F 5PM-8:15PM	Neighborhood Park
South State Road	West and East	11PM-6AM	Front of Congregational Church

§ 207-23. No stopping certain hours.

No person shall stop a vehicle between the times specified upon any of the following described streets or parts thereof:

Name of Street	Side	Hours/Days	Location
<i>(RESERVED)</i>			

§ 207-24. No standing certain hours.

No person shall stand a vehicle between the times specified upon any of the following described streets or parts thereof:

Name of Street	Side	Hours/Days	Location
<i>(RESERVED)</i>			

§ 207-25. Time limit parking.

No person shall park a vehicle for longer than the time limit specified upon any of the following described streets or parts thereof:

Street	Location	Hours/Days
Pleasantville Road	village	1 & 2 hour limits
Scarborough Park	E/B + 2 Recreation spots	4 hour limit

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§ 207-26. Angle parking.

No person shall park a vehicle upon any of the streets or parts thereof described below, except at the angle designated:

Street	Side	Angle/Degrees	Location
Pleasantville Road	North	45	in Village
Van Lu Van	North	45	one way street

§ 207-27. Loading zones.

The following described locations are hereby designated as loading zones. No person shall park a vehicle in any designated loading zones.

Name of Street	Side	Hours/Days	Location
<i>(RESERVED)</i>			

§ 207-28. Taxi stands.

- A. The following described locations are hereby designated as taxi stands. No person shall park a vehicle in any designated taxi stands.

Name of Street	Side	Location
Scarborough Train Station		

- B. The Police Department of the Village is hereby authorized to designate and to mark or indicate by suitable lines or markers, or by suitable signs, as a taxicab stand, sufficient to accommodate four taxicabs, a portion of the parking area immediately adjacent to and along that portion of the northbound platform of the Scarborough Station of the Metro North Commuter Railroad lying south of the station building. Any area so designated is hereby reserved and shall be used only for the parking or standing of taxicabs in the picking up or discharging of passengers at such railroad station.

§ 207-29. Bus stops.

The following described locations are hereby designated as bus stops. No person shall park a vehicle in any designated bus stops.

Street	Location	Side
Pleasantville Road	by Poplar	
Pleasantville Road	Municipal Building	
North State Road	#345	East and West
North State Road	By Rt 9A	

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§ 207-30. Handicapped parking.

The following described locations are hereby designated as handicapped parking.

Name of Street	Side	Location
Location		
High School		
Todd School		
Pleasantville Road	N/B side	2 spots in
Chilmark Plaza		
North State Road		Starbuck's, Squire's, Animal Clinic
Train Station		
School Road	N	by Platform Tennis Court

§ 207-31. Night-time parking restricted.

The parking of motor vehicles is hereby prohibited on all Village street, highways and municipal parking lots within the Village of Briarcliff Manor between the hours of 2:00 a.m. and 6:00 a.m., beginning each year on December 1 and ending on the following March 31.

§ 207-32. Parking at Scarborough Train Station

- A. The use of the parking area, or portions thereof, owned or leased by or under the control of the Village of Briarcliff Manor at the Scarborough Railroad Station, is hereby restricted to motor vehicles displaying, in a manner to be directed by resolution of the Board of Trustees, a parking permit issued by the Village of Briarcliff Manor.
- B. Upon written application on the form supplied by the Village Clerk and upon payment of the required permit fee which shall be set forth by the Village Board of Trustees in the Master Fee Schedule, which may be amended, and submission of proof satisfactory to the Village Clerk that the applicant is a bona fide resident of the Village of Briarcliff Manor, the Village Clerk shall issue a parking permit for each motor vehicle for which application is duly made.
- C. Parking permits shall be divided into the following classes: annual resident, quarterly resident, monthly resident, annual non-resident and semi-annual non-resident permits. Annual resident, quarterly resident and monthly resident permits shall be issued only to residents of the Village of Briarcliff Manor.
- D. A replacement permit for any period shall be issued upon proof of loss of such permit, reapplication and payment of the required permit replacement fee, which shall be set forth by the Village Board of Trustees in the Master Fee Schedule, which may be amended. A permit may be transferred to a different vehicle owned by the same applicant of his or her spouse, upon reapplication and payment of the required transfer fee, which shall be set forth by the Village Board of Trustees in the Master Fee Schedule, which may be amended.

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- E. Notwithstanding the provisions of any other section requiring the purchase and display of permits issued by the Village of Briarcliff Manor to park at the Scarborough Railroad Station in the parking areas owned or leased by or under the control of the Village, such parking areas shall be available for parking of motor vehicles, with or without the permit issued by the Village of Briarcliff Manor, during the hours from 6:00 a.m. on Saturday to 2:00 a.m. on Sunday, from 6:00 a.m. Sunday to 2:00 a.m. on Monday, and from 6:00 a.m. on a legal holiday to 2:00 a.m. on the day following a legal holiday.

§ 207-33. Manner of parking.

No motor vehicle shall be parked on such streets or parking areas where parking spaces or stalls have been designated and marked pursuant to this chapter, unless such motor vehicle is wholly within such a marked or indicated parking space or stall and where so designated, faced in the direction designated.

§ 207-34. Seasonal Restriction in vicinity of Neighborhood Park.

- A. Parking shall be controlled on a seasonal basis in the vicinity of Neighborhood Park. These restrictions will be varied on a seasonal basis. No parking shall be allowed along the following roads as defined below.

Name of Street	Side	Location
Fuller Road	North	From Hungerford Road to Whitson Road, a distance of 386 feet
Fuller Road	East	From Whitson Road for a distance of 374 feet
Fuller Road	West	From Whitson Road for a distance of 125 feet
Fuller Road	South	From the west property line of Fuller Road for a distance of 26 feet along the park
Hungerford Road	East	From Fuller Road for a distance of 142 feet
Hungerford Road	West	From the driveway located at 7 Hungerford Road toward Bishop a distance of 138 feet
Whitson Road	North	From Fuller Road for a distance of 525 feet

- B. These parking zones will be defined by placing appropriate signage which will be changed on a seasonal basis. For the purposes of this section, the spring season is defined as April 1 to June 25, and the fall season as September 1 to November 15.

- C. Seasonal signage will read as follows.

Spring Season

No Parking
 Mon. – Fri.
 5:00 p.m. – 8:15 p.m.
 Saturday
 9:00 a.m. – 6:00 p.m.

Fall Season

No Parking
 Saturdays
 9:00 a.m. – 6:00 p.m.
 Sundays
 12:00 p.m. – 6:00 p.m.

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§ 207-35. Parking in the Briarcliff Manor Municipal Building parking lot.

The use of the parking areas located in the municipal parking lot north of Briarcliff Manor Municipal Building is hereby restricted to two (2) hour parking. A motor vehicle displaying a parking permit issued by the Village of Briarcliff Manor to employees of the Village of Briarcliff Manor working in the Briarcliff Manor Municipal Building, including the police and fire departments, shall be permitted to park with no time restrictions in this municipal lot.

§ 207-36 Miscellaneous.

- A. Except where angle parking is authorized, every vehicle stopped, standing, or parked partly upon a roadway shall be so stopped, standing, or parked parallel to the curb or edge of the roadway. On a one-way roadway such vehicle shall be facing in the direction of authorized traffic movement, with its right-hand wheels within twelve inches of the right-hand curb or edge of the roadway, or its left-hand wheels within twelve inches of the left-hand curb or edge of the roadway; on a two-way roadway such vehicle shall be facing in the direction of authorized traffic movement on that portion of the roadway on which the vehicle rests with its right-hand wheels within twelve inches of the right-hand curb or edge of the roadway.
- B. Except when necessary to avoid conflict with other traffic, or when in compliance with law or the directions of a police officer or official traffic-control device, no person shall
 - (1) stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers in front of a public or private driveway;
 - (2) stop, stand or park a vehicle on a sidewalk;
 - (3) stop, stand or park in a cross walk;
 - (4) stand or park on the roadway side of any vehicle stopped, standing or parked at the edge or curb of a street;
 - (5) Except where angle parking is authorized, every vehicle stopped, standing, or parked wholly upon a one-way roadway.

ARTICLE IV. Removal and storage of vehicles

§ 207-37. Authority to Impound Vehicles.

- A. When any vehicle is parked or abandoned on any highway or public parking lot within this municipality during a snowstorm, flood, fire or other public emergency which affects that portion of the public highway or parking lot upon which said vehicle is parked or abandoned, said vehicle may be removed by or under the direction of the Briarcliff Manor Department of Public Works and/or the Briarcliff Manor Police Department.

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- B. When any vehicle is found unattended on any highway or public parking lot within the municipality where said vehicle constitutes an obstruction to traffic, said vehicle may be removed by or under the direction of the Briarcliff Manor Department of Public Works and/or the Briarcliff Manor Police Department.
- C. When any motor vehicle is parked or abandoned on any street or highway within the Village of Briarcliff manor where stopping, standing or parking is prohibited, said motor vehicle may be removed by or under the direction of the Briarcliff Manor Department of Public Works and/or the Briarcliff Manor Police Department.

§ 207-38. Storage and Charges.

After removal of any vehicle as provided in this article, the Briarcliff Manor Department of Public Works, and/or the Briarcliff Manor Police Department may store or cause such vehicle to be stored in a suitable place at the expense of the owner. The reasonable charges for removal and storage shall be paid to the Village Clerk by the owner or his or her agent and should be deposited to the credit of the appropriate village account. Such vehicle shall be released only to the owner or his or her duly authorized agent upon the production of proof of ownership satisfactory to the chief of police and upon production of payment of the reasonable expenses and charges for such removal and storage. Charges for such removal shall be set forth by resolution by the Village Board in the Master Fee Schedule, which may be amended and storage charges shall be as set forth by resolution of the Village Board as set forth in the Master Fee Schedule, which may be amended. The chief of police and the superintendent of highways are authorized to use village equipment, if available, and if not, to authorize or lease from others or contract for tow trucks and other necessary equipment required for such purpose.

§ 207-39. Notice of Removal.

It shall be the duty of the Briarcliff Manor Police Department to ascertain to the extent possible the owner of the vehicle or the person having the same in charge and to notify him of the removal and disposition of such vehicle and of the amount which will be required to redeem same. Said Briarcliff Manor Police Department shall also, without delay, report to the Village Clerk the removal and disposition of any vehicle removed as provided in this article.

ARTICLE V. Fire Lanes

§ 207-40. Establishment of fire lanes.

- A. The Village Board of Trustees of the Village of Briarcliff Manor may establish fire lanes with respect to the parking areas and driveways on private property, as set forth in the New York State Vehicle and Traffic Law § 1640-a, as same may be amended, to be devoted to public use where the parking and standing of motor vehicles or other obstructions may interfere with the ingress of Fire Department or other emergency vehicles for the protection of life and property, and pursuant to the written request of either the property owner, the

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person in general charge of the operation and control of such areas, the Fire Chief of the Fire Department or the Police Chief of the Police Department serving such area.

B. Fire lanes shall be marked with standard signs and/or such other markings and signs which conform to accepted sign standards as set forth in the New York State Manual of Uniform Traffic Control Devices and the National Fire Protection Association and which are necessary by the Fire Chief of the Fire Department serving the Village of Briarcliff Manor or the Building Inspector of the Village of Briarcliff Manor. Such signs and markings shall be installed by the Village of Briarcliff Manor following 120 days' written notice by the Fire Chief of the Fire Department serving the affected area of the Village of Briarcliff Manor or the Building Inspector of the Village of Briarcliff Manor to the affected property owner designating and depicting areas and locations of such signs and markings. The fire lane shall be effective upon the installation of signs and/or markings giving notice of the fire lane.

C. Fire lanes shall be located at the following properties in such areas and of such size as more fully set forth in the maps of the individual properties set forth below on file in the Village Clerk's office:

“(Reserved)”

D. The parking, placing, stopping or standing of any motor vehicle or any other object or material within any area designated as a fire lane shall be a violation of this article. It shall be the duty of the Police Department of the Village of Briarcliff Manor and the Village's duly appointed fire inspectors, building inspectors and code enforcement officers to inspect and enforce fire lanes and to see that the lanes are maintained free from obstruction. In addition to the penalties set forth in § 207-50 of this chapter, the Police Department shall have the authority to have any motor vehicle, object or material in violation of this article towed or otherwise removed at the owner's expense.

§ 207-41. Hydrants and standpipes.

A. Notwithstanding and not in limitation of any other provisions thereof, no automobile, truck or other motor vehicle and no physical object or material of any nature shall be parked, placed or permitted to remain for any length of time whatever within 15 feet in any direction from any fire hydrant located on private property.

B. A minimum clearance of three feet in any direction from the fire standpipe and sprinkler siamese connections shall be maintained at all times to allow the Fire Department serving the affected area of the Village of Briarcliff Manor adequate access to same.

ARTICLE VI. Inspection and registration of vehicles.

§ 207-42 Expired inspection.

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No motor vehicle shall be operated or parked on the public highways of this state unless a certificate or certificates of inspection, as required by New York State Vehicle and Traffic Law § 306(b), is or are displayed upon the vehicle or affixed to the registration certificate for the vehicle.

§ 207-43 Expired registration.

No motor vehicle shall be operated or driven upon the public highways of the Village without first being registered in accordance with the provisions of New York State Vehicle & Traffic Law § 401(1)(a).

ARTICLE VII. Enforcement and Penalties

§ 207-44. Enforcement.

It shall be the duty of the Police Department of the Village of Briarcliff Manor and the Village's duly appointed fire inspectors, building inspectors and code enforcement officers to enforce the provisions of this chapter.

§ 207-45. Notice of violation; summons.

Any police officer of the Village of Briarcliff Manor Police Department shall issue a summons for the violation of this article to the owner or any person operating or controlling any automobile, truck or motor vehicle parked or placed within any restricted fire zone or lane as hereby designated or within 15 feet in any direction from any fire hydrant located on private property. Whenever any other violation of any of the provisions of this article is found to exist, it shall be reported by either the Fire Chief or fire inspectors of the Fire Department serving the affected area of the Village of Briarcliff Manor to the Building Inspector of the Village of Briarcliff Manor or reported by the Building Inspector or by the Code Enforcement Officer. The Building Inspector or the Code Enforcement Officer shall then issue an order, directed to the owner or occupant of the premises affected, to remove any dangerous materials or remedy any other hazardous conditions as he may direct, within 24 hours, and, upon the failure or refusal of the person to whom such order is directed duly to comply with such order, the Building Inspector or Code Enforcement Officer shall issue an appearance ticket to such person for such violation.

§ 207-46. Service of orders.

The service of any order hereunder may be made upon the occupant of the premises to which it is directed either by delivering a copy of the same personally or by leaving it with any person of suitable age and discretion in charge of such premises or, if no such person is found upon the premises, by affixing a copy thereof in a conspicuous place on the front door of said premises. An order may be served upon the owner of such premises by delivering to and leaving with him a copy thereof or, if such owner is absent from the Village, by mailing a copy to his last-known address.

§ 207-47. Refusal to permit inspection unlawful.

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It shall be unlawful for any person willfully to refuse to permit an inspection as provided herein.

§ 207-48. Compliance required.

It shall be unlawful for any person, being the owner or occupant, lessee or otherwise in charge or control of any premises subject to an order made pursuant to this article, to fail or refuse to comply with such order within the time specified therein or to violate any of the provisions of this article.

§ 207-49. Penalties for speeding violations.

Any person or persons, firm, partnership or corporation violating any of the provisions of § 207-5 of this chapter, entitled "Speed limits," and § 207-6, entitled "School speed limits," shall, upon conviction, be punished by a fine of not more than \$100 or by imprisonment for not more than 30 days, or by both such fine and imprisonment, for a first conviction; by a fine of not more than \$200 or by imprisonment for not more than 90 days, or by both such fine and imprisonment, for a second conviction within 18 months; by a fine of not more than \$500 or by imprisonment for not more than 180 days, or by both such fine and imprisonment, for a third or subsequent conviction within 18 months.

§ 207-50. Penalties for other violations.

A. Penalties in general.

Violation of any of the provisions of this chapter, except with respect to § 207-49 and those sections and subsections which provide for specific violations or which are referenced in subsection B below, shall be punishable by a fine of \$50.00; if such fine remains unpaid after 30 days of its issuance same shall be increased to \$100.00; if unpaid after 60 days of its issuance same shall be increased to \$130.00 and if unpaid after 90 days from its issuance same shall be increased to \$150.00 or by imprisonment for not more than 15 days, or by both such fine and imprisonment.

B. Penalties for violations of specific sections of this chapter.

A violation of any of the provisions of the following sections of this chapter shall be punishable by the following fines which shall be subject to increase as follows:

Section	Fine	After 30 Days	After 60 Days	After 90 Days
§ 207-19	\$30.00	\$60.00	\$90.00	\$120.00
§ 207-22	\$30.00	\$60.00	\$90.00	\$120.00
§ 207-25	\$30.00	\$60.00	\$90.00	\$120.00
§ 207-30	\$250.00	\$440.00	\$470.00	\$500.00
§ 207-31	\$30.00	\$60.00	\$90.00	\$120.00
§ 207-32	\$30.00	\$60.00	\$90.00	\$120.00
§ 207-36.A	\$50.00	\$100.00	\$130.00	\$190.00
§ 207-36.B.(1)	\$50.00	\$100.00	\$130.00	\$160.00

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§ 207-36.B.(2)	\$35.00	\$70.00	\$100.00	\$130.00
§ 207-36.B.(3)	\$60.00	\$120.00	\$150.00	\$180.00
§ 207-36.B.(4)	\$75.00	\$150.00	\$180.00	\$210.00
§ 207-37	\$50.00	\$100.00	\$130.00	\$160.00
§ 207-40	\$60.00	\$120.00	\$150.00	\$180.00
§ 207-41	\$75.00	\$150.00	\$180.00	\$210.00
§ 207-42	\$50.00	\$100.00	\$130.00	\$160.00
§ 207-43	\$50.00	\$100.00	\$130.00	\$160.00

- C. The provisions herein contained with relation to imposition of fines shall be applicable to a person, firm or corporation which violates any provision of this chapter.

Section 2. Repeal of Chapter 120

Chapter 120 of the Code of the Village of Briarcliff Manor is hereby repealed.

Section 3. Repeal of Local Laws

All non-codified Local Laws pertaining to Vehicles and Traffic, including but not limited to the following are hereby repealed:

- Local Law 4 of 1977
- Local Law 2 of 1978
- Local Law 3 of 1978
- Local Law 1 of 1980
- Local Law 10 of 1984
- Local Law 1 of 1986
- Local Law 5 of 1989
- Local Law 3 of 1991
- Local Law 1 of 1992
- Local Law 3 of 1994
- Local Law 4 of 1994
- Local Law 6 of 1994
- Local Law 2 of 1995
- Local Law 5 of 1995
- Local Law 6 of 1997
- Local Law 11 of 2003
- Local Law 4 of 2006

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Section 4. Repeal of Ordinances

All non-codified Village Ordinances pertaining to Vehicles and Traffic, including but not limited to the following are hereby repealed:

Village Ordinance No. 52 Adopted September 12, 1945
Village Ordinance No. 103 Adopted June 13, 1957
Village Ordinance No. 104 Adopted September 12, 1957
Village Ordinance No. 108 Adopted June 26, 1958
Village Ordinance No. 117 Adopted July 9, 1959
Village Ordinance No. 120 Adopted January 12, 1961
Village Ordinance No. 123 Adopted February 23, 1961
Village Ordinance No. 125 Adopted March 9, 1961
Village Ordinance No. 145 Adopted November 25, 1964
Village Ordinance No. 156 Adopted July 13, 1967
Village Ordinance No. 170 Adopted September 19, 1970
Village Ordinance No. 175 Adopted December 7, 1970
Village Ordinance No. 177 Adopted February 11, 1971
Village Ordinance No. 180 Adopted April 15, 1971
Village Ordinance No. 182 Adopted September 16, 1971
Village Ordinance No. 183 Adopted October 7, 1971
Village Ordinance No. 189 Adopted September 28, 1972
Village Ordinance No. 190 Adopted December 7, 1972
Village Ordinance No. 192 Adopted January 18, 1973
Village Ordinance No. 193 Adopted February 20, 1973
Village Ordinance No. 194 Adopted April 26, 1973
Village Ordinance No. 195 Adopted April 26, 1973
Village Ordinance No. 196 Adopted June 14, 1973
Village Ordinance No. 198 Adopted October 18, 1973
Village Ordinance No. 201 Adopted March 21, 1974
Village Ordinance No. 204 Adopted June 6, 1974

Section 5. Repeal of Parking Regulations

All Parking Regulations, including but not limited to those promulgated pursuant to Ordinance No. 204 Adopted June 6, 1974, are hereby repealed.

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Section 6. Savings Clause

Any non-codified Local Law or Village Ordinance pertaining to Vehicles and Traffic which, prior to the adoption of this Local Law, has been repealed in part or in its entirety shall remain so repealed notwithstanding the provisions of Sections 3, 4 and 5 above.

Section 7. Severability.

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this local law shall not affect the validity of any part of this local law which can be given effect without such valid part or parts.

Section 7. Effective Date.

This local law shall take effect immediately upon filing in the Office of the Secretary of State of New York in accordance with the provisions of the Municipal Home Rule Law.

DESCRIPTION	Violation Code	Fine	Aft 30 days	Aft 60 days	Aft 90 days
Fine Lane	1200d	\$60	\$120	\$150	\$180
Exp. Inspection	306 b	\$50	\$100	\$130	\$160
Exp. Registration	401 1a	\$50	\$100	\$130	\$160
Left wheel to curb	1203 c	\$50	\$100	\$130	\$190
Blocked Driveway	1202 2a	\$50	\$100	\$130	\$160
Parked on Sidewalk	1202 1b	\$35	\$70	\$100	\$130
Obstruct fire hydrant	1202 3b1	\$75	\$150	\$180	\$210
Blocking crosswalk	1202 1d	\$60	\$120	\$150	\$180
Double Parking	1202 1a	\$75	\$150	\$180	\$210
Parking > 12" from curb	1203 b	\$50	\$100	\$130	\$190
Handicapped parking	1203 b2	\$250*	\$440*	\$470*	\$500*
Other		\$50	\$100	\$130	\$150

* INCLUDES MANDATORY HANDICAPPED STATE SURCHARGE

Village Ordinance	Violation Code	Fine	Aft 30 days	Aft 60 days	Aft 90 days
Overnight parking	L.L - 1994	\$30	\$60	\$90	\$120
Permit Parking	170	\$30	\$60	\$90	\$120
Overtime Parking	204	\$30	\$60	\$90	\$120
No Parking	103	\$30	\$60	\$90	\$120
Remove: Vehicles Plowing	123	\$50	\$100	\$130	\$160

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JULY 5, 2017

2a. AWARD OF BID – MUNICIPAL BUILDING VIDEO HVAC UPGRADE

WHEREAS the Village received 4 bids for the Municipal Building HVAC Upgrade Project (VM-1617-7); and

NOW, THEREFORE, BE IT RESOLVED that the bid for the Municipal Building HVAC Upgrade Project (VM-1617-7) is hereby awarded to Sun-Dance Energy Contractors d/b/a Markley Mechanical, the lowest responsible bidder, with their bid proposal of \$830,360; and

BE IT FURTHER RESOLVED that the total project cost of \$998,981 will be charged to budget code H.1440.201.17218 with the remaining \$598,981 to be borrowed at a future date; and

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with Sun-Dance Energy Contractors d/b/a Markley Mechanical for said project.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JULY 5, 2017

2b. AWARD OF BID – CIVIL INTERSECTION IMPROVEMENTS – ROUTE 9A AND NORTH STATE ROADS

WHEREAS the Village received 6 bids for the Civil Intersection Improvements Route 9A and North State Roads Project (VM-1516-8); and

NOW, THEREFORE, BE IT RESOLVED that the bid for the Civil Intersection Improvements Route 9A and North State Roads Project (VM-1516-8) is hereby awarded to Abbot & Price, Inc., the lowest responsible bidder, with their bid proposal of \$414,461; and

BE IT FURTHER RESOLVED that the total project cost is \$936,830 of which the Village's portion is \$165,950 with the remainder of \$770,881 being reimbursed from other sources charged to budget code H.1440.201.9ANS; and


BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with Abbot & Price, Inc. for said project.



MEMORANDUM

June 23, 2017

To: Philip E. Zegarelli – Village Manager

From: David J. Turiano, P.E. 

Re: **VM 1516-8- Civil - Intersection Improvements – Route 9A
and North State Roads**

Bids were opened on June 15, 2017, at 11:00 a.m. for the above referenced project. Present at the bid opening were David J. Turiano, P.E., Village Engineer, Philip E. Zegarelli, Village Manager, and Ed Torhan, Superintendent of Public Works.

This project includes the civil related portion of the 9A/North State intersection improvement project. As part of the civil work, new turning lanes, curbing, striping, drainage, and other roadside appurtenances will be constructed. In addition, accessible sidewalks and ramps will be provided that serve the intersection together with the adjacent shopping areas. The NYSDOT concurrently will be installing the electrical portion of the work. This electrical work includes new span mounted traffic signals together with new pedestrian crosswalk signal system.

Six (6) bids were received ranging from \$414,461.00 to \$527,750.58 as shown below.

Vendor	Bid
Abbot & Price, Inc.	\$414,461.00
Paladino Concrete Creations Corp.	\$428,586.25
Con-Tech Construction Technology, Inc.	\$437,164.88
Montesano Bros., Inc.	\$444,563.00
ELQ Industries, Inc.	\$457,218.75
Paleen Construction Corp.	\$527,750.58

The bids were reviewed by my office and by Provident Design Engineering for completeness and it was determined that the lowest bid was complete and acceptable. Attached please find a copy of Provident Design Engineering's bid evaluation letter.

Abbott & Price has recently performed several projects for the Village, including the Community Center and Comfort Station/Pump Station Project, and is currently working

on the adjacent Pleasantville/North State intersection project. Putting aside timing and scheduling concerns, Abbott & Price did provide a wide range of construction services in a satisfactory manner.

Manager Zegarelli and myself did meet with the principal of Abbott & Price, Ed Napoleon, and expressed the Village's concerns relative to project timing. The Village indicated that given the nature and location of the project, delays, periods of no work, and other project timing inconsistencies won't be tolerated by the traveling public. Ed Napoleon indicated that once he commences with the project he sees no reason why it should not be completed without delay.

In the past, the Village performed many reference checks on Abbott & Price and is very familiar with their work and has an ongoing working relationship. Accordingly, no new reference checks were performed.

Funding for this project is outlined in the attached *Sources/Use of Funds* spreadsheet last revised on 6-23-17. This spreadsheet indicates the Village's share as being \$165,950.00. As the Village has taken the lead on this project from its inception back in 2009, it has funded all of the planning, survey, and design cost to date totaling to \$173,388.16. Approximately \$154,000.00 of this amount was funded from Capital Account H1440.201.16200. The remainder, approximately \$20,000.00 was funded over the years from miscellaneous accounts. No additional borrowings are anticipated for this work and indeed the Village already exceeded funding requirement by approximately \$7,500.00 which may be recoverable by other sources of funds.

Lastly, as noted in the *Sources/Use of Funds* spreadsheet, the grant under the Multi Modal program relative to the Senate has been approved (\$80,00.00). The status of the approval process for the similar Assembly grant is being reviewed by Assemblywoman Galef's office and as of this date it has not been approved.

Notwithstanding timing and funding dislocations, we believe with the tight bid pricing and participation of other agencies and their contributions warrants our recommendation to award the project to Abbott & Price.

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

Attachment

North State Road/9A Improvements @ 23 June 2017

USE OF FUNDS		SOURCES					
Task	Project Overall Budget	STATE SHARE			LOCAL SHARE		
		Multi Modal Program Senator Carlucci	Multi Modal Program Assemblywoman Galef	NYS Department of Transportation	Village of Briarcliff Manor	Town of Ossining	Westchester County
Design (b)	\$168,388						
Inspection	\$75,000						
Civil (a)	\$414,461						
Electrical (a)	\$278,981						
TOTAL	\$936,830						
		9/26/16 Agreement approved	Confirming approval process per 6/22/17 discussion with Galef's office	NYS DOT to install signal at its expense			
State Share	\$438,981	\$80,000 (c)	\$80,000 (c)	\$278,981(d)			
Local Share	\$497,849				\$165,950(e)	\$165,950 (e)	\$165,950 (e)

- (a) Abbot & Price, Inc. June 15, 2017 bid price. Note earlier engineer estimates: 3-27-17 \$338,534.00, 6-7-17 \$383,660.00
- (b) Actual spent to date - no additional design services anticipated. See attached invoice spreadsheet dated 6-23-17
- (c) Grant awards to Village of Briarcliff Manor, maximum amount - not to exceed
- (d) Latest engineer's estimate dated 6-7-17. NYSDOT to fund actual costs and will directly contract traffic signal (electrical) work
- (e) Exceeds previous not to exceed amount of \$160,000 as a result of additional accessibility ramp, landscaping, and bid pricing.

State Share	\$438,981	H0101.3097	Projected Expenditure	H1440.201.9ANS
Local Share	\$331,900	H0101.2770		
Projected Revenue	\$770,881			\$770,881



7 Skyline Drive, Hawthorne, NY 10532
Tel: (914) 592-4040 www.pderesults.com

June 22, 2017

David J. Turiano P.E.
Building/Engineering Department
Village of Briarcliff Manor
1111 Pleasantville Road
Briarcliff Manor, N.Y. 10510
Email: dturiano@briarcliffmanor.org

RE: Village of Briarcliff Manor
Intersection Improvements
Route 9A & North State Roads
Contract No. VM-1516-8

Dear Dave:

We have evaluated the bids received on June 15, 2017 for the Intersection Improvements, Route 9A & North State Roads, Contract No. VM-1516-8. A total of six (6) bids were received as shown in the Bid Comparison Chart. The Bid Comparison Chart ranks the bidders from by the total bid amount from the lowest to highest amount and indicates the percent differential between the bid amount and the Engineers Estimate.

Bid Comparison Chart			
Ranking (low to high)	Contractor	Bid Amount	% Difference
1	Abbott & Price, Inc.	\$ 414,461.00	6.3%
2	Paladino Concrete Creations Corp.	\$ 428,586.25	9.9%
3	Con-Tech Construction Technology, Inc.	\$ 437,164.88	12.1%
4	Montesano Bros., Inc.	\$ 444,563.00	14.0%
5	ELQ Industries, Inc.	\$ 457,218.75	17.2%
6	Paleen Construction Corp.	\$ 527,750.58	35.3%
	Engineers Estimate	\$ 390,075.00	

We also prepared a Bid Evaluation and Comparison Matrix showing a comparison of each bidder's unit prices versus the unit prices in the Engineers Estimate. A copy of the Bid Evaluation and Comparison Matrix has been attached for your review and use.

David J. Turiano P.E.

June 22, 2017

Page 2 of 2

The low bid was submitted by Abbott & Price, Inc. in the amount of \$ 414,461.00. Our evaluation of the Bid Proposal Documents submitted indicates that they are capable of completing the work required. Therefore, we recommend the award of a contract for construction of Contract No. VM-1516-8 to Abbott & Price, Inc. in the amount of \$ 414,461.00. If you have any questions or would like to discuss the bid analysis in more detail, please do not hesitate to contact us.

Very truly yours,

Provident Design Engineering, PLLC



Ralph P. Peragine, P.E.
Senior Project Manager

Encs.

Q:\PROJECTS200\255101 - North State\Ltr\Turiano-BidResults 6-22-17.docx

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JULY 5, 2017

**3. BUDGET AMENDMENT – ROUTE 9A AND NORTH STATE ROAD
INTERSECTION PROJECT**

BE IT RESOLVED that the General Fund for fiscal year 2017-2018 is hereby amended as follows:

Increase Revenue – H0101.3097	State Grant Revenue	\$438,981
Increase Revenue – H0101.2770	Misc. Capital Revenue (Local Sources)	\$331,900
Increase Expense H1440.201.9ANS	Rt. 9A/NS Expenses	\$770,881

BUDGET AMENDMENT REQUEST FORM 2017/2018

Increase Expense	Muni Code	Budget Line
\$ 770,881.00	H1440.201.9ANS	Rte 9A/NS expenses
Increase Revenue	Muni Code	Budget Line
\$ 438,981.00	H0101.3097	State Grant Revenue
Increase Revenue	Muni Code	Budget Line
\$ 331,900.00	H0101.2770	Misc Capital Revenue (Local Sources)

Reason for Amendment Request: to account for expense/revenue for the Rte 9A and North State Road Project

Signature of Requesting Department Head

Date Signed



26 June 2017

Village Manager Approval

Date Signed



6/26/17

Village Treasurer Approval

Date Signed

If over \$10,000, Board of Trustees Approval Date:

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JULY 5, 2017

**4. AUTHORIZE VILLAGE MANAGER TO ENTER INTO A COOPERATIVE
PURCHASE AGREEMENT WITH THE TOWN OF MOUNT PLEASANT**

BE IT RESOLVED, that the Board of Trustees does hereby authorize the Village Manager to enter into a Cooperative Purchasing Agreement with the Town of Mount Pleasant for the purpose of purchasing highway construction materials for a five year period from July 7, 2017 through July 6, 2022.

INTERMUNICIPAL AGREEMENT

Cooperative Highway Construction Materials Bidding

THIS AGREEMENT made as of this day ____ of _____, 2017, by and between the Village of Briarcliff Manor, having its offices at 1111 Briarcliff Manor Road, Briarcliff Manor, New York 10510 (“Briarcliff Manor”), and the Town of Mount Pleasant, 1 Town Hall Plaza, Valhalla, New York 10595 (“Mt. Pleasant”) both of which are municipal corporations of the State of New York and collectively referred to herein as the “Municipalities”.

WHEREAS, the Municipalities are each in need of construction materials in connection with certain work to be performed on their respective roadways; and

WHEREAS, the Municipalities wish to cooperate in the issuance of a joint Bid for Highway Construction Materials; and

WHEREAS, such cooperation is consistent with and in furtherance of the Property Tax Freeze Credit Law established by the New York State Division of Budget in 2014, which encourages local governments to generate long-term tax relief for New York State taxpayers by, in part, sharing services; and

WHEREAS, it is in the best interest of the Municipalities to enter into an inter-municipal cooperative agreement in regard to the sharing of any expenses related to the preparation and issuance of such Bid; and

WHEREAS, Article 5-G of the General Municipal Law allows local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental

organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

NOW THEREFORE, IT IS AGREED that the Municipalities agree as follows:

1. Briarcliff Manor and Mt. Pleasant each hereby authorizes its staff to participate in the preparation and issuance of a bid for highway construction materials for their collective highway construction and repair needs (the "Bid"); and

2. Upon issuance of the Bid, each Municipality's staff shall review all responses received and after due diligence, jointly recommend to their respective Municipal Boards, the lowest responsible bidder to be retained by both Municipalities.

3. Each Municipality shall determine in advance their respective needs in terms of highway construction materials, and pay its proportionate share of the costs of the issuance of the bid, and the contract to be awarded based upon the Bid.

4. Each of the signatories to this Agreement warrants and represents that each has the power and authority to enter into this Agreement and that their respective Municipal Boards have authorized execution of this Agreement. This Agreement may be executed in separate counterparts, each of which, when all counterparts have been delivered, shall constitute a complete original as to its signatories.

5. Any waiver of any provision of this Agreement or any right hereunder shall not be deemed a continuing waiver and shall not prevent or stop such party from thereafter enforcing such provision or right. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement by the other shall not be construed as a waiver or relinquishment for the

future of any such terms or provisions, but the same shall continue in full force and effect.

6. This Agreement shall have a term of five (5) years commencing from the date first written above.

7. This Agreement contains the entire agreement between the parties as to its subject matter and it can be modified or changed only by writing executed on behalf of all of the parties hereto.

8. This Agreement shall be construed in accordance with and governed by the laws of the State of New York

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first above written.

Village of Briarcliff Manor

By: _____
Philip Zegarelli, Village Manager

Town of Mount Pleasant

By: _____
Carl Fulgenzi, Supervisor

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JULY 5, 2017

**5. RATIFICATION OF A MEMORANDUM OF AGREEMENT BETWEEN
THE VILLAGE AND THE CSEA**

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby ratifies and approves the attached memorandum of agreement dated June 29, 2017 between the Village and the CSEA.

STIPULATION OF AGREEMENT made and entered into this _____ day of June 2017 by and between the negotiating committees for the Village of Briarcliff Manor and the Civil Service Employees Association, Local 1000 AFSCME, AFL-CIO, Village of Briarcliff Manor Unit (“the Union”).

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor collective bargaining agreement to the one that expired on May 31, 2015; and

WHEREAS, the parties have arrived at a tentative agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties stipulate and agree as follows:

1. The provisions of this Agreement are subject to ratification by the Union’s membership and ratification and approval by the Village’s Board of Trustees.
2. The signatories agree to recommend this Agreement for ratification/approval.
3. A copy of this original document has been furnished to representatives of the Village and the Union.
4. All proposals made by either party during the course of negotiations which are not covered by this Agreement will be deemed dropped.
5. The terms of the new CBA will be as per the attached draft and will include housekeeping-type revisions, unless otherwise agreed to by the parties.
6. Article 4(1)(c) (Wages). Delete first two paragraphs and replace with:

“Contractual salary increases for the June 1, 2015 through May 31, 2020 Agreement are as follows:

Year 1	June 1, 2015 – May 31, 2016	1.5%
Year 2	June 1, 2016 – May 31, 2017	1.5%
Year 3	June 1, 2017 – May 31, 2018	2%
Year 4	June 1, 2018– May 31, 2019	2.25%
Year 5	June 1, 2019 – May 31, 2020	2.25%”

Retroactive salary increases will be paid within 30 calendar days of the complete ratification and approval of the 2015-2020 Agreement.

7. Article 4 (NEW). Add:

“The first paycheck for an employee hired on or after June 1, 2017 will be based upon hours actually worked, plus paid time off, during that payroll period. Consistent with current practice, an employee hired before June 1, 2017 who received full biweekly pay in the employee’s first paycheck, even though the regular hours actually worked, plus paid time off, in that payroll period were less than the hours needed to earn full biweekly pay, will continue to be obligated to reimburse the excess monies paid. The repayment may, at the employee’s option, be accompanied by a written agreement with the Village to repay these monies by payroll deduction over up to 26 payroll periods. If the employee does not select this option, or has not repaid the full amount upon his/her separation from employment, then any monies owed will be deducted, at the rate at which they were earned, from his/her final paycheck. If the employee’s final paycheck does not cover the full amount to be repaid, he/she must submit the payment to the Village within 30 calendar days of his/her separation from employment.”

8. Article 4(2)(a) (Longevity). At the end of the subsection, insert:

“Effective upon the complete ratification and approval of the 2015-2020 Agreement, each eligible employee shall receive a longevity payment as follows:

Completion of Years of Service	After 7	After 12	After 17	After 20
	\$1,136	\$1,293	\$1,577	\$1,766

9. Article 4(3) (Out-of Title Pay). At the end of the paragraph, add:

“Effective upon the complete ratification and approval of the 2015-2020 Agreement, an employee who, due to an emergency as determined by the Village, is working overtime while assigned to perform the duties of a classification higher than his/her regular classification will receive overtime at the rate for the higher classification.”

10. Article 5(2)(a) (NEW – Laborer to Skilled Laborer). Add:

“Effective upon the complete ratification and approval of the 2015-2020 Agreement, an employee who has completed seven years of Village service as a Laborer will be eligible for promotion to Skilled Laborer, provided that he/she meets the minimum qualifications established by Westchester County Human Resources and the Village. Consistent with existing practice, and before being eligible to be promoted to Skilled Laborer, a Laborer must obtain and maintain a CDL license at his/her own expense.

Promotion will be subject to the Village's approval and will be based upon the employee's job performance, performance evaluations, job skills, training, attendance, disciplinary record and workplace conduct. If the Village has approved the employee's promotion pursuant to these criteria, the Village will promote the employee to a Skilled Laborer position, as soon as practicable. Promotion from Laborer to Skilled Laborer is not automatic or considered to be earned solely due to the employee having the requisite years of service.

The Village's denial of a promotion must be supported by written documentation, given to the employee at least 30 calendar days prior to the date on which the employee has fulfilled the criteria set forth above regarding eligibility for promotion, explaining why the employee was denied the promotion. The denial will be subject to the grievance procedure. This provision does not affect an employee's right to apply to a posted vacant Skilled Laborer position."

11. Article 6(2) (Vacations). At the end of the paragraph, add: "Consistent with existing practice, payment will be made on a calendar year basis."
12. Article 6(3) (Vacations). Add: "Effective upon the complete ratification and approval of the 2015-2020 Agreement, this paragraph will be deleted."
13. Article 8(2)(a) (Sick Leave – NEW). Add:

"Effective upon the complete ratification and approval of the 2015-2020 Agreement, an employee who has, over the course of a fiscal year, used more than eight sick leave days, other than for FMLA leave, all of which were unaccompanied by a physician's statement will receive written notification that he/she has been deemed to be "chronically absent." The Village may require a chronically absent employee to submit a written physician's statement that is satisfactory to the Village supporting his/her use of sick time. A chronically absent employee must remain at his/her residence or other authorized location during regular working hours unless permission to leave is granted by the Superintendent or designee. Requests to leave to obtain medical services, food, household necessities, religious observance, or voting are to be routinely granted. This provision does not limit the Village's right to pursue disciplinary action against the employee with regard to his/her absences."
14. Article 8(2)(b) (Sick Leave - NEW). Add: "Effective upon the complete ratification and approval of the 2015-2020 Agreement, an employee, other than one deemed to be 'chronically absent,' may use sick leave for an illness for injury in his/her "immediate

family,” as defined in Article 7(2). Family sick will be taken at the rate of 1.5 days for each day’s absence.”

15. Article 10(1)(b)(iii) (Health and Retirement). After “per day,” insert: “(effective upon the complete ratification and approval of the 2015-2020 Agreement, at 50% of the employee’s daily rate at the time of his/her retirement).”

16. Article 12(1) (Uniform Allowance). Add: “Effective June 1, 2017, the annual uniform allowance will be \$700 per employee.”

17. Article 12(3) (Tool Allowance). At the end of the sentence, add: “Effective June 1, 2017, the prior sentence will be deleted. Effective June 1, 2017, the Village will annually reimburse each mechanic up to \$400 for tools. To receive reimbursement, the employee must furnish a receipt to the Village. Tax will not be reimbursed.”

18. Article 31 (Term). Change “2009” to “2015” and “2015” to “2020.”

19. Appendix A (Salary Schedules). Effective June 1, 2015, a fifth step will be added to the Skilled Laborer at a rate of \$73,519.97.

20. Appendix E(4) (Sick Leave Bank). Add: “Effective upon the complete ratification and approval of the 2015-2020 Agreement, the Sick Bank Committee may consider an employee’s status as “chronically absent,” as defined in Article 8, as part of its decision whether to grant requests for withdrawal.”

21. The employee holding the Park Foreman position as of the complete ratification and approval of the 2015-2020 Agreement will continue in that position in the same manner as he did immediately prior to that date, with the Village retaining the right to determine his job duties consistent with the Westchester County and Village job descriptions. Nothing set forth in this paragraph will be deemed as precedent setting with regard to any other matter. These paragraphs may not be cited in any other matter such as, but not limited to, any grievance,

grievance hearing, arbitration, PERB conference/hearing, court matter or any other similar proceeding involving third party review of this Agreement, except to enforce the provisions of this paragraph.

22. The employee who, as of the complete ratification and approval of the 2015-2020 Agreement, holds the title of Groundsman ("the Employee") will have until December 31, 2017 to obtain a commercial driver's license (CDL). If the Employee obtains a CDL by that date then, effective as soon as practicable, he will be transferred to a Skilled Laborer position and placed on Step 3 of the salary schedule for that title. If the Employee does not obtain a CDL by that date then, effective January 1, 2018, he will be demoted to Laborer and placed on Step 5 of the salary schedule for that title. This paragraph will not be interpreted as limiting the Village's right to discipline the Employee. Nothing set forth in this paragraph will be deemed as precedent setting with regard to any other matter. These paragraphs may not be cited in any other matter such as, but not limited to, any grievance, grievance hearing, arbitration, PERB conference/hearing, court matter or any other similar proceeding involving third party review of this Agreement, except to enforce the provisions of this paragraph.

FOR THE VILLAGE:

[Signature]
[Signature]

29 June 2017

FOR THE CSEA:

[Signature] 6/29/17
[Signature] 6/29/17