



AGENDA
MAY 17, 2017
BOARD OF TRUSTEES
VILLAGE OF BRIARCLIFF MANOR, NEW YORK
REGULAR MEETING – 8:00 PM

1. Continued Public Hearing Local Law to Amend Chapter 220 of the Code of the Village of Briarcliff Manor with Respect to Clarification of Restaurant and Retail Uses

Board of Trustees Announcements

Village Managers Report

Public Comments

2. Stormwater Management Presentation by David Turiano
3. Ratification of Stipulation of Agreement, Police Benevolent Association
4. Authorize the Village Manager to Make Salary Adjustments for Non Union Staff
5. Appointment of Police Officers
6. Police Sergeant Promotion
7. Authorize the Village Manager to Execute Agreement with Westchester County for Voice, Video and Data Services from Cablevision Lightpath, Inc.
8. Assessment of Expenses for Actions Involving Unsafe Structure at The Brandywine Nursing Home Property
9. Minutes

NEXT REGULAR BOARD OF TRUSTEES MEETING – JUNE 7, 2017

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
MAY 17, 2017

- 1. CONTINUED PUBLIC HEARING: LOCAL LAW TO AMEND CHAPTER 220 OF THE CODE OF THE VILLAGE OF BRIARCLIFF MANOR WITH RESPECT TO CLARIFICATION OF RESTAURANT AND RETAIL USES**

BE IT RESOLVED that the proposed the Local Law to Amend Chapter 220 of the Code of the Village of Briarcliff Manor with Respect to Clarification of Restaurant and Retail Uses to is hereby adopted.

Revisions to Version Circulated 3/23/17

**LOCAL LAW TO AMEND CHAPTER 220
OF THE CODE OF THE VILLAGE OF
BRIARCLIFF MANOR WITH RESPECT
CARRY-OUT FOOD, RESTAURANT,
AND RETAIL ESTABLISHMENTS AND
PARKING REQUIREMENTS**

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

1. Section 220-2 of the Code of the Village of Briarcliff Manor, is amended adding the following new definitions which shall to be inserted in appropriate alphabetical order:

CARRY-OUT FOOD ESTABLISHMENT

An establishment engaged in the sale of prepared, ready-to-consume food and/or beverages primarily intended for off-site consumption but which may have limited seating for on-site consumption. A carry-out food establishment may include on-site food and/or beverage preparation. Notwithstanding the foregoing, a carry-out food establishment that has more than 20 seats shall be considered a restaurant for application of the parking requirements of Section 220-12C(13).

RESTAURANT

An establishment engaged in the preparation and sale of food and beverages primarily intended for on-site consumption, selected from a menu by patrons seated at a table or counter, and served by a waitperson. A restaurant will include on-site food and beverage preparation and will have seating with counters or tables adequate to accommodate all patrons served for on-site consumption and sufficient to accommodate a full place setting for each patron. Notwithstanding the foregoing, a carry-out food establishment that has more than 20 seats shall be considered a restaurant for application of the parking requirements of Section 220-12C(13).

RETAIL

An establishment engaged in selling goods, merchandise, or services to the general public for personal, household, or business consumption or use, and not for resale in any case, and rendering services incidental to such sales. A retail establishment typically will be a place of business and engaged in activity to attract the general public to buy and may process or manufacture some of the goods and merchandise that it sells. A retail establishment may include the sale of ready-to-consume food and/or beverages and may have up to 20 seats for on-site

consumption as an accessory use located entirely within the principal structure and with no exterior entrance of its own.

2. Section 220-12.C(13) Off-street parking and off-street loading, is amended to read in pertinent part as follows:

“Retail, ~~or~~ service business, or carry-out food establishment”

“Restaurant ~~or other place serving food or drink.~~”

3. 220 Attachment 3, Table 3, *Schedule Limiting the Use of Buildings and Land and the Location, Arrangement and Size of Buildings*, is amended to read as follows:

Table 3: Schedule Limiting the Use of Buildings and Land and the Location, Arrangement and Size of Buildings

1	2
Class of District and Symbol	Permitted Principal Uses
Retail Business B1	<p>The following are the only principal uses permitted in respective districts designated to the left thereof:</p> <ol style="list-style-type: none"> 1. A fully enclosed structure containing retail, personal service, or restaurant, <u>or carry-out food establishment</u>, performance of customary personal service or services clearly incident to retail sales, primarily for the convenience of the inhabitants of the Village and the immediate locality; provided, however, that no fabricating or assembling shall be permitted which would be offensive, obnoxious, or detrimental by reason of vibration, dust, fumes, odor, noise, lights or traffic generation and resultant congestion, and provided further, however, that no such retail establishment, or a designed group of establishments, shall be permitted to have a floor area used for merchandising or personal service in excess of that which, under this chapter, requires 100 offstreet parking spaces, unless a special use permit therefor is approved by the Board of Trustees, pursuant to § 220-6K(4), allowing any such floor area in excess of such 100 off-street parking space requirement. 2. Business, banking or professional office or studio, telephone exchange or school conducted for gain. 3. Restaurant, club, café, lodging house or other place for the sale of food or beverages to be consumed on the premise <u>or a carry-out food establishment</u>, but in either case not including a lunchwagon, diner, dining car or similar or refreshment place or stand with open air or outside counter or curb service, but this <u>exclusion of lunchwagons and refreshment places and stands</u> prohibition shall not prevent an establishment otherwise complying with this section from serving meals at tables on a porch or terrace attached to and constituting a part of the principal building.

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4. 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.

5. Effective Date. This local law shall take effect immediately upon filing in the Office of the Secretary of State of New York within the provisions of the Municipal Home Rule Law.

Robert P. Astorino
County Executive

County Planning Board

April 24, 2017

Philip Zegarelli, Village Manager
Village of Briarcliff Manor
1111 Pleasantville Road
Briarcliff Manor, New York 10510

P2

E-mail of Today
Scan and send to
BOT, CS, DP, CD
and JT.

R.
P2

Subject: **Referral File No. BMR 17-001 – Zoning Text Amendment: Restaurant and Retail Uses**

Dear Mr. Zegarelli:

The Westchester County Planning Board has received a proposed local law to amend the Briarcliff Manor Village Zoning Code to add new definitions for carry-out food businesses, restaurants and retail food establishments. Related amendments to the schedule of uses for the B1 zoning district, as well as parking requirements, would be made to reflect these newly defined uses.

We have reviewed the proposed amendment under the provisions of Section 239 L, M and N of the General Municipal Law and Section 277.61 of the County Administrative Code and find this to be a matter for local determination in accordance with the Village's planning and zoning policies.

Respectfully,
WESTCHESTER COUNTY PLANNING BOARD

By: *Eileen Milderberger*

Eileen Milderberger
Acting Commissioner

EM/KE

Copy to Planning Bd
Members.



Village of Briarcliff Manor Planning Board

To: Mayor Sullivan and Village of Briarcliff Manor Board of Trustees

From: Village of Briarcliff Manor Planning Board

Date: May 9, 2017

Subject: Zoning Text Amendment - Chapter 220 - Retail and Restaurant Uses

Upon referral by the Village Board of Trustees, the Planning Board at its meeting of April 4, 2017, considered proposed amendments to the Village's Zoning Code pertaining to defining the terms "Carry-Out Food Establishment," "Restaurant," and "Retail" for purposes of addressing applicable parking standards for such uses. The Planning Board has the following comments with respect to the March 23, 2017, draft local law:

1. The Planning Board is concerned that the proposal to allow up to 20 seats in a carry-out food establishment or retail establishment allows for too many seats and should take into account the size of the establishment. After a discussion of potential options to address this concern, the Village Engineer suggested that the number of seats permitted in either use could be calculated proportionally to the size of the building. It was suggested that one (1) seat be allowed per 100 square feet (SF) of gross floor area (GFA). For example, a carry-out food/retail establishment with 800 SF of GFA would be permitted to have 8 seats, while a carry-out or retail food/retail establishment of 1,600 SF of GFA could have 16 seats. In addition, the Planning Board recommends that in all cases no carry-out food or retail establishment shall be permitted to have more than 20 seats, even if the GFA of the building is in excess of 2,000 SF.

2. The Board of Trustees should be cognizant of the changes developing in the food service industry, including, for example, the availability of on-line ordering of take-out /delivery food. In this regard too, the Trustees should consider including within the applicable definitions multi-tenant / multi-carry-out food establishments (ie. food courts) where several food establishments share seating within a single building.

PLANNING BOARD
Village of Briarcliff Manor

A handwritten signature in cursive script, appearing to read "Edward Nolan", is written over a horizontal line.

Edward Nolan, Chairman

cc: Philip Zegarelli, Village Manager
David Turiano, Building Inspector
Clinton B. Smith, Village Counsel
Daniel Pozin, Village Counsel

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
MAY 17, 2017

**3. RATIFICATION OF STIPULATION OF AGREEMENT, POLICE
BENEVOLENT ASSOCIATION**

BE IT RESOLVED, that the Board of Trustees does hereby ratify the Stipulation of Agreement between the Village of Briarcliff Manor and the Village of Briarcliff Manor Policemen's Benevolent Association, Inc. for the period from June 1, 2017 through May 31, 2021, with the following percentage salary increases for Police Officer Steps 1 through 6:

Year 1	(June 1, 2017 – May 31, 2018)	2%
Year 2	(June 1, 2018 – May 31, 2019)	2.25%
Year 3	(June 1, 2019 – May 31, 2020)	2.25%
Year 4	(June 1, 2020 – May 31, 2021)	2.5%

BE IT FURTHER RESOLVED, that the Village Manager is hereby authorized and directed to execute a Stipulation of Agreement with the Village of Briarcliff Manor Policemen's Benevolent Association, Inc.

- Final -

4/24/17

STIPULATION OF AGREEMENT, made and entered into this ____ day of April 2017, by and between the negotiating committees for the Village of Briarcliff Manor and the Village of Briarcliff Manor Policemen's Benevolent Association, Inc.

Whereas, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to the agreement that covered the period June 1, 2011 through May 31, 2017; and

Whereas, the parties have arrived at a tentative agreement.

Now, therefore in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this Agreement are subject to ratification by the PBA's membership and ratification and approval by the Village's Board of Trustees.
2. The signatories below agree to recommend the Agreement for ratification/approval.
3. A copy of this original document has been provided to representatives of the Village and the PBA.
4. All proposals not covered herein made by either party during the course of negotiations will be deemed withdrawn.
5. The provisions of the 2011-2017 collective negotiations agreement will be carried forward except as modified by this 2017-2021 Agreement and non-substantive, housekeeping-type revisions.
6. Article 4 (Base Wage). Effective June 1, 2017, the base salaries for Police Officer steps 1 through 6 will be increased by 2%. Effective June 1, 2018, the base salaries for Police Officer steps 1 through 6 will be increased by an additional 2.25%. Effective June 1, 2019, the base salaries for Police Officer steps 1 through 6 will be increased by an additional 2.25%.

Effective June 1, 2020, the base salaries for Police Officer steps 1 through 6 will be increased by an additional 2.5%. Detectives and sergeants salaries will be increased accordingly pursuant to the preexisting index.

7. Article 4(d) (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 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 7 (Work Schedule Detective Division). Add:

“Effective June 1, 2017, employees who are assigned to the Detective Division will receive an additional 20 paid days off per year, prorated for any partial year of Detective Division service. The Chief or Lieutenant must approve in advance the use of a chart day, which cannot result in more than one employee assigned to the Detective Division being granted the same hours off from work. In case more than one employee requests to use a chart day, the senior employee will receive preference. In addition, the use of a chart day may not result in overtime or compensatory time being paid to other Department members. Chart days may not be carried over into a subsequent calendar year and may not be converted to cash or compensatory time. Except where otherwise agreed by the Village in writing, the employee must request to use 25% of his/her chart days every three months. Any denial of a request will automatically be reviewed by the Village Manager or his/her designee.”

9. Article 11, Section 3 (Vacation). Revise to read as follows:

“Section 3: Effective June 1, 2017, vacation for an employee hired on or after June 2, 1993 will be earned and calculated on the following basis:

(a) Starting with the employee's hire date through placement on Step 5 – Police Officer 2nd, the employee will receive 10 work days of vacation on January 1.

(b) Starting with the employee's placement on Step 5 – Police Officer 2nd through placement on Step 6 – Police Officer 1st, the employee will receive 15 work days of vacation on January 1.

(c) Starting with the employee's placement on Step 6 – Police Officer 1st through complete of his/her 15th year of service, the employee will receive 20 work days of vacation on January 1.

(d) Upon completion of the employee's 15 years of service, he/she will earn 25 work days of vacation on January 1.

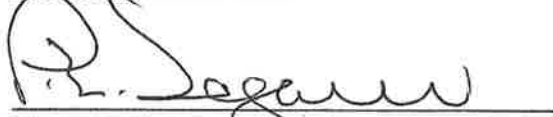
(e) Vacation days will be prorated in the employee's first and last years of service."

10. Article 16, Section 6 (Optical Plan). Revise to read as follows:

"Section 6: The Village will provide an optical plan that will be subject to a 20% deductible on covered expenses, except that a \$20 credit will be granted against the deductible if no claim is filed under the Optical Plan for Vision Analysis. In addition, each employee is eligible to receive up to \$3,500 total each calendar year for the employee and eligible dependents toward reimbursement for examinations, vision analysis, vision survey, glasses, frames, contact lenses and corrective surgery. To receive reimbursement, the employee must submit, by March 31 of the next calendar year, documentation verifying his/her expense."

11. Article 28 (Term of Agreement). Change "2011" to "2017" and "2017" to "2021."

FOR THE VILLAGE:



Dated: 24 April 2017

FOR THE PBA:



Dated: 3 May 2017

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
MAY 17, 2017

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

BE IT RESOLVED that the Board of Trustees hereby authorizes and directs the Village Treasurer to implement a ___% salary increase for non-union administrative staff with the exception of the Library Staff and Administrative Staff with Separate Agreements (Resolution to follow) in accordance with the approved Fiscal Year 2017-2018 Budget.

BE IT FURTHER RESOLVED that the Board of Trustees does hereby authorize all budget transfers necessary related to the Non-Union Salary Adjustments.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
MAY 17, 2017

5. APPOINTMENT OF POLICE OFFICERS

BE IT RESOLVED that Fredrick Yerks of Hyde Park, New York is hereby appointed, effective June 1, 2017, to the position of Police Officer Grade 3 to be paid at an annual salary of \$85,842.09 as per the Village of Briarcliff Manor PBA Collective Bargaining Agreement salary scale effective June 1, 2017.

BE IT RESOLVED that John Raffaele of Poughkeepsie, New York is hereby appointed, effective June 1, 2017, to the position of Police Officer Grade 3 to be paid at an annual salary of \$85,842.09 as per the Village of Briarcliff Manor PBA Collective Bargaining Agreement salary scale effective June 1, 2017.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
MAY 17, 2017

6. POLICE SERGEANT PROMOTION

BE IT RESOLVED, that Linda DiMeglio of Port Chester, New York is hereby promoted to the position of Police Sergeant at an annual salary of \$121,229.83 effective at 12:01 a.m. on May 18, 2017.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
MAY 17, 2017

**7. AUTHORIZE VILLAGE MANAGER TO EXECUTE AN AGREEMENT
WITH WESTCHESTER COUNTY FOR VOICE, VIDEO AND DATA
SERVICES FROM CABLEVISION LIGHTPATH, INC.**

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an Inter-Municipal Agreement with Westchester County to provide for voice, video and data transmission services from Cablevision Lightpath, Inc. for a term to expire on December 31, 2021.

Maria Pascetta

Subject: FW: Cablevision IMA

From: Daniel Pozin [<mailto:dpozin@MccarthyFingar.com>]

Sent: Wednesday, April 26, 2017 2:35 PM

To: Philip Zegarelli

Subject: RE: Cablevision IMA

Phil,

The new proposed IMA is substantially similar to the prior IMA that the Village executed. However, there are a few new provisions and a particular omission.

In terms of new provisions, the prior IMA had a section for the Village to obtain technical services from the County for which the Village would pay established fees (Article SIXTH). That has changed somewhat. In the new version, under Article FIRST, the 2nd, 3rd and 4th paragraphs are new. The 2nd adds "data networking" to "technical services" as items the Village must pay the County for if the Village requests them. The 3rd paragraph limits the County's obligation to provide such services to whether it has an agreement with Cablevision for same, which the IMA does not confirm. And finally, the 4th paragraph provides that if the Village and County already have an agreement for "data networking" or "technical services" then such agreement shall be deemed terminated and superseded by this new IMA. I'm not sure if the Village has such an agreement or is even in need of such services. Has it requested this in the past?

Also, the County has added an extensive force majeure provision (Article SEVENTH), which is probably ok.

Finally, the big omission is in Article FIFTH. This allows the County to cancel the IMA on 30 days' notice. The prior IMA permitted both the County and the Village the right to cancel the IMA on 30 days' notice. I do not know why they would take away the Village's right to cancel.

Please let me know if you have any further questions on this.

Dan



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Daniel Pozin
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INTER-MUNICIPAL AGREEMENT

AGREEMENT made the ____ day of _____, 201_ by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County")

and

THE VILLAGE OF BRIARCLIFF MANOR, a municipal corporation of the State of New York, having an office and place of business at 1111 Pleasantville Road, Briarcliff Manor, New York 10510 (hereinafter referred to as the "Municipality")

WHEREAS, on July 26, 2016, the County entered into an agreement with Cablevision Lightpath, Inc. ("Cablevision") for the provision of full voice, video and data transmission services along a high-speed telecommunications network for a five year term commencing on January 1, 2016, and subject to two five-year renewals (the "Cablevision Agreement"); and

WHEREAS, the Cablevision Agreement also provides that Cablevision will allow other municipalities in Westchester County to avail themselves of these services under the same terms and conditions; and

WHEREAS, the Municipality is desirous of receiving the aforementioned services from Cablevision under the terms and conditions of the Cablevision Agreement.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

FIRST: The Municipality shall receive voice, video and data transmission services from Cablevision pursuant to the terms of the Cablevision Agreement, which is incorporated herein and made a part hereof by reference.

The Municipality may also request other services from the County (e.g. technical services for telecommunications or data networking) which will be provided at rates published on the County Department of Information Technology website.

The Municipality acknowledges that for any services to be provided over the Internet or the County's network, or which rely on the Internet or the County's network, the County's provision of those service is subject to i) the County having an agreement in place with Cablevision, pursuant to which it receives network services from Cablevision, and ii) Force Majeure as herein defined.

In the event the County and the Municipality entered into a separate agreement for the provision of similar services, the term of which is still in effect, the County and the Municipality mutually agree that such agreement is hereby terminated and superseded by this Agreement.

SECOND: The Municipality shall pay Cablevision directly for any services it may receive. In no event shall the County have any liability for amounts due from the Municipality to Cablevision or for damages, direct or indirect, arising out of the provision of services by Cablevision to the Municipality.

In the event the Municipality requests other services directly from the County, the Municipality shall pay the County pursuant to the rates published on the County Department of Information Technology website.

THIRD: The Municipality agrees

(i) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of this Agreement; and

(ii) To provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

FOURTH: The term of this Agreement shall commence on January 1, 2017 and expire on December 31, 2021.

FIFTH: The County reserves the right to cancel this Agreement upon thirty (30) days written notice to the Municipality.

SIXTH: Confidential Information means all or any part of, and originals or copies of, any information, in whatever form embodied (*e.g.* oral, written, electronic) that the County has identified in writing as confidential at the time of disclosure. Specifically excluded is information (a) that at the time of disclosure was, or becomes, part of the public domain (through a source other than the Municipality); (b) lawfully obtained from a third party that was not under, and did not impose, an obligation of confidentiality with respect to such information; (c) that is independently developed by the Municipality; or (d) that was known by the Municipality prior to disclosure by the County. Confidential Information does not include any ideas, concepts or know-how.

The Municipality shall not disclose Confidential Information to third parties without the express written consent of the County. The Municipality agrees not to remove or obscure proprietary rights notices that appear on Confidential Information and copies thereof; and shall return or destroy, as the County may direct, all Confidential Information upon demand. The Parties acknowledge that nothing in this Agreement shall be construed to change the Municipality's obligations under the applicable Freedom of Information Law or any other disclosure obligation imposed upon the Municipality by any applicable local, state, or federal law, rule or regulation that currently exists or is enacted or promulgated during the term of this Agreement, or by the judgment or order of a court or administrative agency or body having jurisdiction over the Municipality.

SEVENTH: Force Majeure. Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor

disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control, including any event that might cause the County to not receive services from Cablevision for any period of time.

EIGHTH : This Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

NINTH: All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested and mailed to the following addresses:

To The County:

Chief Information Officer
Westchester County
Michaelian Office Building, 9th Floor
148 Martine Avenue
White Plains, New York 10601

With a copy to:

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

To the Municipality:

Village Manager
Village of Briarcliff Manor
1111 Pleasantville Road
Briarcliff Manor, New York 10510

or to such other addresses as may be specified by the parties hereto in writing.

TENTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

ELEVENTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality. This Agreement shall not be deemed to create any rights in third parties, or to create any obligations of a Party to any such third parties.

TWELFTH: Any delegation of duties or assignment of rights under this Agreement, without the prior express written consent of the County, is void.

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement:

COUNTY OF WESTCHESTER

By: _____
John B. McCaffrey, Chief Information Officer

VILLAGE OF BRIARCLIFF MANOR

By: _____
(Name and Title)

Approved by the Board of Legislators of the County of Westchester by Act No. 309 – 2016 on the 17th day of October, 2016.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 1st day of December, 2016.

Approved as to form and
manner of execution:

Associate County Attorney
The County of Westchester
S/Vutera/DIT/102088/Cablevision Lightpath IMA 12-6-16 final

MUNICIPALITY'S ACKNOWLEDGEMENT

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

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

and that he is _____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of the _____
(Title)

(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the

(Law under which organized, e.g., the New York Village
Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____
(Person executing agreement)

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

that said agreement was duly signed for on behalf of said Municipality by authority of its

(Town Board, Village Board, City Council)

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

(Signature)

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

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

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

Notary Public County

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
MAY 17, 2017

**8. ASSESSMENT OF EXPENSES FOR ACTIONS INVOLVING UNSAFE
STRUCTURE AT THE BRANDYWINE NURSING HOME PROPERTY**

WHEREAS, the Village Building Inspector enforces Village Code Chapter 90, Building Construction and Fire Prevention, Article III Unsafe Building and Structures; and

WHEREAS, the premises located at 620 Sleepy Hollow Road, Briarcliff Manor, New York, 10510, is comprised of two tax parcels identified as 105.13-2-54 and 105.13-2-55; and

WHEREAS, an abandoned and otherwise unoccupied building known as the "Former Adult Home" is located on tax parcel 105.13-2-54 (the "Premises"); and

WHEREAS, Village records indicate that the Premises is owned by Brandywine Holding Co., Inc. ("Owner"); and

WHEREAS, the New York State Department of State lists the address for service of process for Owner and Owner's Principal Executive Office as 164 Bradley Avenue, Scarsdale, New York 10583, and Owner's Chief Executive Officer as Paul S. Roth; and

WHEREAS, on January 14, 2013, and September 12, 2013, Notices of Violation were served upon Owner by mail to 164 Bradley Avenue, Scarsdale, New York 10583, and were posted on the Premises, citing the Owner's failure to maintain the Premises, particularly the Former Adult Home structure; and

WHEREAS, on October 5, 2013, a placard identifying the Former Adult Home as "condemned" was duly posted on the Premises; and

WHEREAS, in or about early 2016, the Village became aware that that the Former Adult Home was the subject of repeated and frequent trespassing by various individuals who, among other things, posted pictures of such trespassing on social media, and the Building Inspector concluded that the Premises was an unsecured nuisance; and

WHEREAS, the Owner was advised to secure the Premises to prevent such nuisance whereupon Owner's President Paul Roth advised the Building Inspector that the Owner did not have sufficient funds to secure the Premises and that the Village should take such measures as the Village may deemed necessary in this regard; and

WHEREAS, in light of the deteriorating condition of the Former Adult Home and the trespassing, the Village secured the Premises by, among other things, having a temporary fence installed, reinstalled and maintained around the perimeter of the Former Adult Home on the premises, such work being detailed in Village invoices No. 3282016, dated March 28, 2016, and No. 4112017, dated April 11, 2017, which invoices are annexed hereto and made a part of this Resolution, and which work is more particularly detailed below (collectively, the "Expenses"); and

WHEREAS, each invoice was sent to Owner at 164 Bradley Avenue, Scarsdale, New York 10583, Attention Paul Roth; and

WHEREAS, invoices No. 3282016 and No. 4112017 remain unpaid as of the date hereof; and

WHEREAS, pursuant to Village Code § 90-27.C., the Building Inspector has filed with the Village Treasurer a Certificate of Actual Expenses Incurred, which, among other things, identifies the Premises and the Expenses; and

WHEREAS, The Expenses totaling \$21,558.83 as shown on the Certificate of Actual Expenses Incurred, are as follows:

- | | | |
|---------------------------------|---|-------------|
| • RMG Contracting Corp., | - | \$2,437.44 |
| • National Construction Rentals | - | \$9,666.52 |
| • William J. Bernard | - | \$1,402.50 |
| • J & J Hardware Supply | - | \$ 3.45 |
| • National Construction Rentals | - | \$8,048.92. |

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees hereby assesses the total amount of the Expenses of \$21,558.83 against the Premises, which assessment constitutes a lien upon such Premises; and

BE IT FURTHER RESOLVED, the total amount of the Expenses of \$21,558.83 and included in the levy against the Premises and shall

constitute a lien and shall be collected and enforced in the same manner, by the same proceedings, at the same time and under the same penalties as are provided by law for the collection and enforcement of real property taxes in the Village; and

BE IT FURTHER RESOLVED, pursuant to the Village Code, the above remedy shall not be the exclusive remedy available to address any event, and this remedy shall be in addition to, and not in substitution for or limitation of, the right and authority of the Village to pursue any other remedy or impose any other penalty under §§ 90-5 and 90-6 of the Village Code or under any other applicable chapter or state law; any such other remedy or penalty may be pursued at any time; and

NOW THEREFORE BE IT RESOLVED, that Village Counsel and staff are directed to take such actions as are reasonable and appropriate to provide for the broadest notice of the lien under Village Code § 90-27.C. in the amount of \$21,558.83 on the Premises; and

BE IT FURTHER RESOLVED, that the Village Treasurer is directed to proceed with the agreement of Village Counsel under Village Code § 90-27.C. to have the assessment in the amount of \$21,558.83 included on the tax levy for the Premises.

VILLAGE OF BRIARCLIFF MANOR
 1111 PLEASANTVILLE ROAD
 BRIARCLIFF MANOR, NY 10510
 (914) 941-4800



SOLD TO:
 Brandywine Holding Co., Inc.
 164 Bradley Avenue
 Scarsdale, NY 10583
 Att: Paul Roth, President

INVOICE# 328201
 DATE 3/28/2011

QTY	DESCRIPTION	PRICE	AMOUNT
<i>Brandywine Unsafe Building, Adult Home, 620 Sleepy Hollow Road, Briarcliff Manor, NY 10510</i>			
1. RMG Controlling Corp.	Excavation work with Skidsteer - three - 8 hour days - as per attached		\$2,437.44
2. National Construction Rentals	Temporary Fence Installation - as per attached		\$9,666.52
3. William J. Bernard	Supervision of Work - 25.5 hrs. @ \$55./hr. - as per attached		\$ 1,402.50
4. J&J Hardware Supply	3 Packs of "No Trespassing" Signs - as per attached	\$1.15	\$ 3.45
TOTAL AMOUNT OF THIS INVOICE			\$13,509.91

Pursuant to Article III, Unsafe Buildings and Structures of Chapter 90, Building Construction and Fire Prevention of the Code of the Village of Briarcliff Manor, this invoice shall be paid within 10 days. If such payment is not made, the Village will commence a legal action to collect such payment or assess the amount as a levy against the property, which shall constitute a lien.

RMG Contracting Corp.
 9 Possum Road
 Ossining N.Y 10562
 (347) 996-7639
 rmgcontractingcorp@gmail.com
 W.C.#27302-H14

4799

Invoice

DATE	INVOICE #
3/16/16	/

BILL TO
Village of Briarcliff Manor 1111 Pleasantville Rd Briarcliff Manor NY 10510

• BRANDYWINE
 • Chap 90 Article III
 UNSAFE BUILDINGS
 Acc't. No.

RE. 620 Sleepy Hollow Rd
 Sleepy Hollow Adult Home

ITEM	DESCRIPTION	AMOUNT
1)	Skid steer 8hr days 3/14/16 3/15/16 3/16/16	
	Labor Rate: NYS Dept. of Labor per hr \$78.33	
	equipment Rental NYS Dept. of Trans. per hr 23.23	
	clear 8ft path for fence to be installed around Building - approx. 800ft	total 1 per day \$812.80 x 3 days
Total		\$2,437.44

(2)

NATIONAL CONSTRUCTION RENTALS, INC.

P.O. BOX 4303

PACOIMA, CA 91333-4503

Customer # 30082765
Job Site # 0003
Ticket # 927686
Our Local Office # (201) 215-3362
Inside Salesperson: ROBERT

Invoice # 4392867
Invoice Date: 3/22/2018
Due Date: 4/21/2018
Terms: NET 30 DAYS
Ordered by: DAVID TURIANO
Purchase Order # 22746

VILLAGE OF BRIARCLIFF MANOR
1111 PLEASANTVILLE ROAD
BRIARCLIFF MANOR, NY 10510

Job Address: 620 SLEEPY HOLLOW ROAD
Cross St:
City: BRIARCLIFF MANOR, NY 10510
Job Name: SLEEPY HOLLOW ROAD ADULT HOME

Site Contact: DAVID TURIANO
Site Phone: 914-944-2770

PREVAILING WAGE JOB

Quantity	Description	Term	From/Thru	Rate	Total
20	4 FT TEMPORARY FENCE	I	03/21/16 - 03/21/17	2.99	59.80
650	8 FT TEMPORARY FENCE	I	03/21/16 - 03/21/17	5.99	3,893.50
650	TOP RAIL ON 8 FT FENCING	I	03/21/16 - 03/21/17	3.95	2,567.50
3	8 X 24 GATE	I	03/21/16 - 03/21/17	508.00	1,524.00
228	8 FT TEMPORARY PANELS	I	03/21/16 - 03/21/17	5.99	1,365.72
32	SAND BAG(S)	I	03/21/16	8.00	256.00

Subtotal: \$9,666.52

Tax: \$0.00

Total: \$9,666.52

Net Total Due: \$9,666.52

Customer No: 30082765
Invoice No: 4392867

Reprint

3

Brandywine
RMG

3/9/2016	we			40	sunny	Site visit to Brandywine to develop work plan.	0.5	
3/14/2016	mo			42	rain	Bob cat type track machine cutting path around mansion.	1	
3/15/2016	tu			41	cloudy	Cutting brush, cutting path	1	
3/16/2016	we			42	clear	RMG finished clearing site as needed	1	
3/17/2016	th	8:30	4:30	44	46	sunny	National rent a fence, started security fence around perimeter of mansion. 3 gates to be installed. No utilities except cable, code 53. Doors and windows broken house not secure.	7.5
3/18/2016	fr	7:30	3:30		41	sunny	Driving post setting fence. west side rock.	7.5
3/21/2016	mo	8:00	2:00		30	sunny	Installing top rail, closing small openings, cleaning site of materials.	6
3/22/2016		9:00	10:00				affixing " no trespassing" signs.	1

services rendered
W.J. Bernard

25.5 hrs. \$55.00

Due \$1,402.50

J & J HARDWARE SUPPLY
 d/b/a TOOLS FOR BETTER LIVING
 1131 Pleasantville Road
 BRIARCLIFF MANOR, NEW YORK 10510
 (914) 941-1539

4

SOLD BY		DATE		
NAME <i>Village of Briarcliff Manor</i>				
ADDRESS <i>BRANDY WINE</i>		PHONE		
CITY				
<input type="checkbox"/> CASH		<input type="checkbox"/> CHARGE		
<input type="checkbox"/> C.O.D.		<input type="checkbox"/> PAID-OUT		
<input type="checkbox"/> MERCHANDISE RETURNED		<input type="checkbox"/> PAID ON ACCOUNT		
QTY.		DESCRIPTION	PRICE	AMOUNT
3	1	Packs of 10 "W		
	2	Transpassing Signs" @	1.15	
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			
	15			
	16			
RECEIVED BY <i>W. J. Bernad</i>			TOTAL	

3128

THANK YOU

INVOICE

VILLAGE OF BRIARCLIFF MANOR
 1111 PLEASANTVILLE ROAD
 BRIARCLIFF MANOR, NY 10510
 (914) 941-4800



SOLD TO:
 Brandywine Holding Co., Inc.
 164 Bradley Avenue
 Scarsdale, NY 10583
 Att: Paul Roth, President

INVOICE# 4112017
 DATE 4/11/2017

QNTY	DESCRIPTION	PRICE	AMOUNT
<i>Brandywine Unsafe Building, Adult Home, 620 Sleepy Hollow Road, Briarcliff Manor, NY 10510</i>			
National Construction Rentals	Temporary Fence Installation - as per attached		\$8,048.92
TOTAL AMOUNT OF THIS INVOICE			\$8,048.92

Pursuant to Article III, Unsafe Buildings and Structures of Chapter 90, Building Construction and Fire Prevention of the Code of the Village of Briarcliff Manor, this invoice shall be paid within 10 days. If such payment is not made, the Village will commence a legal action to collect such payment or assess the amount as a levy against the property, which shall constitute a lien.



Good People. Great Service.™

44 Hook Rd
Bayonne, NJ 07002
201-215-3362

Sales Representative Info:

Prepared By: Barbara Vargas

E-mail Address: bvargas@rentnational.com

Fax Signed Quote To: 201-215-3487

FENCE RENEWAL QUOTATION

NOTE: Renewal Contract CANNOT be processed until signed quote is returned and received.

Date: 03/16/2017

Company Name: <u>Village of Briarcliff Manor</u>			E-mail: <u>rpaladino@briarcliffmanor.org</u>			
Bld Requested By: <u>David Turiano</u>			Other Phone: _____			
Company Phone: <u>914-944-2770</u>			Fax Number: <u>914-941-4837</u>			
Job/Event Name: <u>Sleepy Hollow Road Adult Home</u>			Site Contact Name: <u>David Turlano</u>			
Job Address: <u>620 Sleepy Hollow Road</u>			Site Contact Phone: <u>914-944-2770</u>			
Cross Street: _____			Other Info: _____			
Job City/State/Zip: <u>Briarcliff Manor NY 10510</u>			Existing Account #: <u>30082765-0003</u>			
Contract Length		Delivery/Install Date	Removal Date	Payment Terms	** Prevailing Wage?	
UP TO 1 YEAR		Wed. Mar 22, 2017	Wed. Mar 21, 2018	N30	No	
#	Quantity	UOM	Description	Taxable	Unit Price	Amount
1	20	LF	4 FT TEMPORARY FENCE	✓	\$2.79	\$55.80
2	650	LF	8 FT TEMPORARY FENCE	✓	\$4.79	\$3,113.50
3	650	LF	TOP RAIL ON 8 FT FENCING	✓	\$3.75	\$2,437.50
4	3	EACH	8 X24 GATE	✓	\$450.00	\$1,350.00
5	228	LF	8 FT TEMPORARY PANELS	✓	\$4.79	\$1,092.12
6	32	EACH	SAND BAG(S)	✓	\$0.00	\$0.00
7						
8						
9						
10						
11						
12						
13						
14						
15						
Notes:				Subtotal	\$8,048.92	
				Sales Tax (0)	\$0.00	
				Total	\$8,048.92	
Please provide Address: _____						
billing information. City: _____ State: _____ Zip: _____						

All Prices include a one-time Delivery/Installation and a one-time Pick-up/Removal.

Bids are based on quantity; if the quantity changes, the bid changes. Please note, deliveries/installs are scheduled Mon.-Fri. 7:00 a.m. - 3:00 p.m. Additional fees will be assessed for Hillside Installations, Hand Carry, Core Drilling and Inaccessibility. Additional charges will also apply for weekends and after hours work. COD orders are to be paid either in advance or upon delivery prior to installation. Orders with driven post(s) will require 3-5 business days to complete the underground markings. Remove and Relocate charges are billed at the same rate as the installation price.

** In the event that the above services are subject to prevailing wage laws, any penalties or increased wages not included in this estimate will be paid by the Lessee. Certified payroll is available upon request.

Customer's Signature: _____ Date: _____

Print Customer Name: _____ PO#: _____