



**AGENDA**  
**THURSDAY JUNE 14, 2018**  
**BOARD OF TRUSTEES**  
VILLAGE OF BRIARCLIFF MANOR, NEW YORK  
SPECIAL MEETING – 8:00 PM

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**Pledge of Allegiance**

**Board of Trustees Announcements**

**Village Managers Report**

**Public Comments**

1. Awards of Bid
  - a. Law Memorial Park Pond Dredging
  - b. Law Memorial Park Parking Lot Reconstruction
2. Authorize Village Manager to Execute Professional Service Agreements
  - a. Buckhurst, Fish & Jacquemart – B/BT District Zoning Text Amendments
  - b. Professional Consulting, LLC – Pine Road Pump Station and Tributary Sanitary Sewer Evaluation Study
3. Authorize the Village Manager to Execute an Agreement with Westchester County for the Purpose of Undertaking a Community Development Program
4. Budget Amendments
5. Fire Department Memberships
6. Schedule a Public Hearing to Amend Chapter 172 “Signs”

**NEXT REGULAR BOARD OF TRUSTEES MEETING – WEDNESDAY, JUNE 20, 2018**

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
JUNE 14, 2018

**1A. AWARD OF BID – LAW MEMORIAL PARK – POND DREDGING**

WHEREAS the Village received 2 bids for the Law Memorial Park Pond Dredging Project (VM-1617-3); and

NOW, THEREFORE, BE IT RESOLVED that the bid for the Law Memorial Park Pond Dredging Project (VM-1617-3) is hereby awarded to Con-Tech Construction Technology, Inc. with their bid proposal of \$219,180 which will be charged to budget code H.1440.201.17242.

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with Con-Tech Construction Technology, Inc. for said project.



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**MEMORANDUM**

May 30, 2018

To: Philip E. Zegarelli – Village Manager  
From: David J. Turiano, P.E., Village Engineer *DAV*  
Re: **Law Memorial Park - Pond Dredging, VM 1617-3**

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., Ed Torhan, DPW Superintendent and Philip E. Zegarelli, Village Manager. Two bids were received.

The scope of work, funding arrangements, and bid results are all summarized in the attached June 28, 2017 memorandum that was reissued by my office on February 20, 2018. Also included in this memorandum was a positive recommendation on the low bidder, Con-Tech Construction Technology, Inc.

Please note that via May 22, 2018 letter, from Con-Tech Construction Technology Inc., copy attached, they agreed to hold their June 15, 2017 original bid price of \$219,180 in accordance with Page 00 41 01-7, Article 3, Section 2 of the bid documents. In the same letter, they also qualified the project scheduling subject to their subcontractor's schedule. I spoke to them on this matter and they are committed to the overall project schedule, however, cannot confirm their subcontractor's exact schedule.

Based upon the above, I hereby recommend that contract VM-1617-3, Law Memorial Pond – Pond Dredging be awarded to Con-Tech Construction Technology, Inc. for the total contract amount \$219,180.

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

Attachments

VILLAGE OF  
BRIARCLIFF MANOR  
[www.briarcliffmanor.org](http://www.briarcliffmanor.org)



1111 PLEASANTVILLE ROAD  
BRIARCLIFF MANOR, N.Y. 10510  
TELEPHONE: (914) 941-4800  
FAX: (914) 941-4837

Re-Issued 02-20-2018

**MEMORANDUM**

June 28, 2017

To: Philip E. Zegarelli – Village Manager  
From: David J. Turiano, P.E., Village Engineer  
Re: **Law Memorial Park - Pond Dredging, VM 1617-3**

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., Ed Torhan, DPW Superintendent and Philip E. Zegarelli, Village Manager. Two bids were received.

The scope of work includes the construction of site preparation, sediment removal, sediment dewatering, and site restoration of the Law Memorial Park storm water pond. Since this pond was modified and enlarged in approximately 2000, much sediment has been deposited in the pond and indeed in some locations this sediment is located above the water level. This sediment deposition is a direct result of this pond receiving storm waters from the adjoining roadways including the drainage basin consisting of Pleasantville Road, Elm Road, Birch Road, and portions of Tuttle Road.

During the Design and Permitting phase of this project, the soil sediment was tested for its composition. These test results revealed that the sediment contained excessive amounts of volatile organic compounds, VOC's, and other compounds typically resulting from road run-off. Accordingly, the use and disposal of the dredge material is restricted.

Considering the restricted use and disposal of the dredge materials, the Village considered alternate disposal sites. Typically, when contaminated soils are uncovered they need to be disposed of at a licensed disposal site or re-used adjacent or within the same ownership of where the dredge material originated. The NYSDEC, as part of its regulations has a process whereby it determines, upon application, if there is an appropriate benefit use of the dredge material. This process is commonly referred to as BUD, Beneficial Use Determination.

To dispose of the subject dredge material the Village pursued two avenues: the first being to obtaining a BUD for its Long Hill Road leaf composting facility, the second being disposing the dredge material at an approved location. The alternate bid price listed below was for the latter and is in excess of \$120,000.00 plus trucking fees to lawfully dispose of the material which is cost prohibitive.

The Long Hill Road leaf composting facility located on the south side of Long Hill Road between Sleepy Hollow Road and Cedar Drive West is a site where the Village has been dumping and processing leaf material for several decades. At this location during leaf collection season, Public Works dumps the leaves and during the course of the year rotate or otherwise aerate the material to slowly convert it to leaf mulch for reuse as topsoil. Over the years, the NYSDEC has been monitoring the operation and is now requiring for the Village to secure a permit for this operation. The BUD includes the depositing of the dredge spoils into a tall linear berm that would serve as a backstop to perform the leaf mulching activity. The dredge spoils would be graded and capped with clean soil. The Village has received a BUD for this operation and is now working to getting the necessary composting permit.

The Village believes that re-using the dredge spoils at the leaf composting facility makes economic good sense overall.

In soliciting the bids, the Village reached out to construction data firms to publish and distribute the public notice. While there were many plan holders for the project, the following two bids were received.

Bidder	Total Bid Amount	Alternate Bid Price
Abbott & Price	\$278,700.00	\$117,500.00
Con-Tech	\$219,180.00	\$118,750.00

Steven Lauria, Project Manager/Associate Principal of Woodard & Curran, W&C, noted in an email dated June 22, 2017 that Con-Tech Construction Technology Inc., Con-Tech, was the low bidder and that W&C has worked with them in the past on several past projects. They further noted that Con-Tech performed quality work, were professional, and followed through on commitments relative to schedule, budget, and punch list items. W&C noted stated that Con-Tech is qualified for this assignment and had also confirmed that they will be hiring a qualified dredging subcontractor to perform the type of hand held hydraulic dredging specified in the Bid Documents. Based on this information, W&C felt comfortable recommending the award of the construction contract to Con-Tech as the lowest qualified bidder.

It should be noted that Con-Tech has performed several projects for the Village as well, each of which were successful. Two of these projects are similar in that they involve the regrading and disposal of surplus soils in two Village owned Stormwater management facilities. These facilities were somewhat different in that they were dry basins that did not involve hydraulic dredge techniques, rather basic excavation and grading.

Below find a Use of Funds and Source of Funds chart for the completion of the project. I have separated the work required at the BUD and pond sites.

Use of Funds	Amount	Source
<b>Pond Site</b>		<b>Pond Revitalization H1440.201.17242 - \$90,000</b>
Survey	\$2,140	
Design/Permitting	\$30,000	
Construction	\$219,180	
Construction Contingency 5%	\$10,960	
Construction Inspection	\$10,000	
<b>Sub Total</b>	<b>\$272,280.00</b>	
<b>BUD Site</b>		<b>Long Hill Road Organic Waste Station H8120.201.16720 - \$25,000</b>
Survey	\$2,000	
Design/Permitting (includes DEC)	\$33,500	
Construction	-0-	
Materials	\$5,000	
<b>Sub Total</b>	<b>\$40,500.00</b>	
<b>Total</b>	<b>\$312,780.00</b>	<b>\$115,000.00</b>
Additional Expenses: Permitting and Engineering	\$25,000.00	
<b>Funding Required</b>	<del>\$197,780.00</del> \$222,780.00	

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

David J. Turiano, P.E., Village Engineer

*David J. Turiano*

## Con-Tech Construction Technology Inc.



NYS Certified WBE

1961 Rt 6, Suite R-3, Box 12  
Carmel, NY 10512  
Phone: (914) 455-3100  
Fax: (914) 962-4500

May 22, 2018

Village of Briarcliff Manor  
Building/Engineering Department  
1111 Pleasantville Road  
Briarcliff Manor, NY 10510

Attn: David Turiano

Re: Law Memorial Park Pond Dredge – VM 1617-3

Dear Mr. Turiano,

Please be advised that Con-Tech Construction Technology, Inc. agrees to hold bid price for the referenced project contingent upon work commencing in September 2018.

Please feel free to contact the undersigned with any questions. Thank you.

Respectfully,

Pasquale Carino  
Vice President

A large, stylized handwritten signature in black ink, appearing to read 'P. Carino'.

*CONTINGENT UPON sub-contractor for dredging  
schedule*

A smaller, stylized handwritten signature in black ink, appearing to read 'P. Carino'.

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
JUNE 14, 2018

**1B. AWARD OF BID – LAW MEMORIAL PARK – PARKING LOT  
RECONSTRUCTION**

WHEREAS the Village received 8 bids for the Law Memorial Park Parking Lot Reconstruction Project (VM-1617-11); and

NOW, THEREFORE, BE IT RESOLVED that the Law Memorial Park Parking Lot Reconstruction Project (VM-1617-11) is hereby awarded to R. Pugni & Sons, Inc. with their base bid proposal of \$298,607.85 and alternate proposal of \$4,760 for a total of \$303,367 which will be charged to budget code H.5110.201.18201.

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



Re-issued 5-30-2018

**MEMORANDUM**

February 14, 2018

To: Philip E. Zegarelli – Village Manager

From: David J. Turiano, P.E.

Re: **VM 1617-11 – Law Memorial Park – Parking Lot Reconstruction**

**Bid Opening:** February 13, 2018 11:00 a.m., Municipal Building

**Staff Present:** Georgina Gualdino and Christine Dennett

**Bids Received:** 8

**Bid Range:** \$298,607.85 - \$488,838.00

**Type of Contract:** Item Quantity

**Reference Checks:** 3 Positive, see attached

**Alternates:** Number 1 – Planting/ Pavement at War Monument

**Recommendation to Award:** Yes, David J. Turiano, P.E., Village Engineer

May 30, 2018. Recommending award of contract to R. Pagni & Sons, Inc. having a Base Bid in the amount of \$298,607.85 and alternate #1 in the amount of \$4,760 for a combined cost of \$303,367.85 to be funded under Budget Code H 5110.201.18201 that has an available balance of \$405,600, David J. Turiano, P.E., Village Engineer

**Summary of Bids**

Vendor	Base Bid	Alternate #1
Abbott & Price, Inc.	\$337,414.00	\$18,630.00
Bradhurst Site Construction Corp.	\$374,165.00	\$15,600.00
Consorti Brothers	\$410,500.00	\$17,000.00
Con-Tech Construction Technology, Inc.	\$376,488.00	\$16,000.00
Paladino Concrete	\$430,420.00	\$7,500.00
Pearl River; d.b.a. Bertussi	\$488,838.00	\$12,775.00
Peter J. Landi, Inc.	\$395,925.00	\$14,000.00
R. Pagni & Sons, Inc.	\$298,607.85	\$4,760.00

Note that R. Pagni & Sons, Inc. held their Bid price via May 30, 2018 email.

**Use of Funds/ Source of Funds**

Use of Funds	Amount [Inc. Alt. Amount]	Source of Funds	Amount
Construction	\$298,607.85 [\$303,367.85]	TBD	<del>0</del>
Construction Contingency 10%	\$29,860.79 [30,337.00]		-0-
Construction Inspection	\$15,000.00 [\$15,000]		-0-
<b>Total</b>	<b>\$343,468.64 [\$348,704.85]</b>		<b>\$343,468.64 [\$348,704.85]</b>

See Attachments

Funding authorized;  
\$30,600 General Fund  
Transfer July 2017,  
\$375,000 Bond  
Resolution 3/21/2018

\$405,600



**REFERENCE CHECK**

**Project Title:** Law Memorial Park – Parking Lot Reconstruction VM 1617-11  
**Contractor's Name:** R. Pagni and Sons Incorporated  
**Date:** February 14, 2018  
**Reference Name:** Steve Lauria  
**Reference Company:** Town of Greenburgh  
**Phone Number:** (914) 355 – 9882  
**Project Cost:** 1.Replacing Ball Park-\$125,000      2.Roadway Restoration-\$6,000,000

1. Scope of the project performed?  
Ball Park-Regrading whole field, wall and storm drain improvements, and landscaping  
Roadway-Draining, milling, resurfacing, concrete curbing, and 2 mile roadway piping
  
2. Did the project involve installation of asphaltic paving? Yes X No \_\_\_\_  
a. If yes, approximate amount: \_\_\_\_\_
  
3. Did the Contractor start the project on time? Yes X No \_\_\_\_
  
4. Did the Contractor provide adequate staff to complete the project? Yes X No \_\_\_\_
  
5. Did the Contractor provide adequate supervision to complete the project? Yes X No \_\_\_\_
  
6. Did the Contractor comply with the projects requirements? Yes X No \_\_\_\_
  
7. Did the Contractor maintain the project schedule? Yes X No \_\_\_\_
  
8. Did the Contractor maintain project budget? Yes X No \_\_\_\_
  
9. Did the Contractor maintain a safe and clean working environment? Yes X No \_\_\_\_
  
10. Was the Contractor responsive to requests and/or problems? Yes X No \_\_\_\_
  
11. Did the contractor adequately provide MTP? Yes X No \_\_\_\_
  
12. Would you recommend the Contractor for future projects? Yes X No \_\_\_\_
  
13. Additional comments:

**Pagni is highly recommended. The quality of work is really good. They have integrity and respect for others and in their work. They are pleasant to work with.**

A.C. 02/20/2018

**REFERENCE CHECK**

**Project Title:** Law Memorial Park – Parking Lot Reconstruction VM 1617-11

**Contractor's Name:** R. Pugni and Sons Incorporated

**Date:** February 14, 2018

**Reference Name:** Joe Maccariello

**Reference Company:** Westchester County Airport

**Phone Number:** (914) 438 – 5415

**Project Cost:** Approx. \$3,000,000

1. Scope of the project performed?  
Drainage, electrical lines, excavation, asphalt, overhang, stone water mason, curbing, grading, sidewalks, paving and installing new water mains

2. Did the project involve installation of asphaltic paving? Yes X No \_\_\_\_  
a. If yes, approximate amount: \_\_\_\_\_

3. Did the Contractor start the project on time? Yes X No \_\_\_\_

4. Did the Contractor provide adequate staff to complete the project? Yes X No \_\_\_\_

5. Did the Contractor provide adequate supervision to complete the project? Yes X No \_\_\_\_

6. Did the Contractor comply with the projects requirements? Yes X No \_\_\_\_

7. Did the Contractor maintain the project schedule? Yes X No \_\_\_\_

8. Did the Contractor maintain project budget? Yes X No \_\_\_\_

9. Did the Contractor maintain a safe and clean working environment? Yes X No \_\_\_\_

10. Was the Contractor responsive to requests and/or problems? Yes X No \_\_\_\_

11. Did the contractor adequately provide MTP? Yes X No \_\_\_\_

12. Would you recommend the Contractor for future projects? Yes X No \_\_\_\_

13. Additional comments:  
Pugni is a great contractor to work with. They have experienced no issues with them. They have had numerous contracts with them and will continue to do so. They start the project on time and are prompt with completion. It is strongly recommended that Pugni get the bid.

A.C. 02/20/2018

**REFERENCE CHECK**

**Project Title:** Law Memorial Park – Parking Lot Reconstruction VM 1617-11  
**Contractor's Name:** R. Pugni and Sons Incorporated  
**Date:** February 14, 2018  
**Reference Name:** Rob Lopane  
**Reference Company:** Westchester County Parks and Recreation  
**Phone Number:** (914) 995 – 4415  
**Project Cost:** Approx. \$2,000,000

1. Scope of the project performed?  
South County Trail Way in Elmsford- paving, landscaping, wall/gate construction, excavating, grading and drainage
  
2. Did the project involve installation of asphaltic paving? Yes X No \_\_\_\_  
a. If yes, approximate amount: \_\_\_\_\_
  
3. Did the Contractor start the project on time? Yes X No \_\_\_\_
  
4. Did the Contractor provide adequate staff to complete the project? Yes X No \_\_\_\_
  
5. Did the Contractor provide adequate supervision to complete the project? Yes X No \_\_\_\_
  
6. Did the Contractor comply with the projects requirements? Yes X No \_\_\_\_
  
7. Did the Contractor maintain the project schedule? Yes X No \_\_\_\_
  
8. Did the Contractor maintain project budget? Yes X No \_\_\_\_
  
9. Did the Contractor maintain a safe and clean working environment? Yes X No \_\_\_\_
  
10. Was the Contractor responsive to requests and/or problems? Yes X No \_\_\_\_
  
11. Did the contractor adequately provide MTP? Yes X No \_\_\_\_
  
12. Would you recommend the Contractor for future projects? Yes X No \_\_\_\_
  
13. Additional comments:

**Pugni is the best contractor to work with. They are conscientious of the work zone and they clean up after themselves. Work is of high quality. They are professional, accommodating and easy going. They are timely and work under budget. \*Ask for Augie**

A.C. 02/20/2018

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
JUNE 14, 2018

**2A. AUTHORIZE VILLAGE MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BUCKHURST, FISH AND JACQUEMART FOR PLANNING CONSULTING SERVICES**

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute on behalf of the Village a Professional Services Agreement with Buckhurst, Fish and Jacquemart for Planning Consulting Services to prepare B/BT Zoning District Amendments and related Generic EIS as per their proposal totaling \$99,710.

June 7, 2018

Lori A. Sullivan, Mayor  
Philip Zegarelli, Village Manger  
Village of Briarcliff Manor, Village Hall  
1111 Pleasantville Road  
Briarcliff Manor, NY 10510

RE: B/BT District Zoning Text Amendments Draft Generic EIS Proposal

BFJ Planning worked closely with the Village of Briarcliff Manor Board of Trustees (BOT) on the preparation and adoption of the addendum to the Village's 2007 Comprehensive Plan related to the B/BT Districts. As part of this process, we worked with the Comprehensive Plan B Zone Advisory Committee on the drafting of recommendations related to land use and zoning pertaining to the reuse of the Village's underutilized and/or vacant B Zone properties. After consideration of the B Zone Advisory Committee recommendations report, the BOT undertook an addendum to the Comprehensive Plan to incorporate updated recommendations for the B Zone. The recommendations included in the addendum support the rezoning of the B/BT properties to provide flexibility of use, bulk, and density to allow for the appropriate and sustainable redevelopment and/or reuse of these properties. The addendum states that through the future amendments to the B/BT District, the Village seeks to ensure that new developments within the B/BT District are in keeping with the character of the surrounding neighborhood, will not place an undue burden on municipal resources and infrastructure, and will protect natural resources such as steep slopes, wetlands, significant trees, and views.

Following adoption of the Addendum, the BOT began to explore various options for moving forward with zoning text amendments to the B/BT District to allow residential uses. The consideration and adoption of the zoning text amendments will require compliance with the New York State Environmental Quality Review Act (SEQR). Given the scope and scale of the proposed zoning text amendments and the legislative nature of the zoning change, it is assumed that a Generic Environmental Impact Statement (GEIS) will be required to adequately address potential impacts associated with the proposed action.

We will work closely with Cronin Engineering, the Village's Consulting Engineer, who will conduct the natural resources, stormwater, and infrastructure (water, sewer, DPW, and utilities) impact components of the GEIS. Further, BFJ will be joined by Urbanomics, a BFJ affiliate firm, on the preparation of the fiscal impact analysis. BFJ has a proven track record of working with both Cronin and Urbanomics, having completed dozens of projects

CHARLOTTE, NC  
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PAUL BUCHHEPSTADT, AICP  
FRANK S. FISH, FAICP  
GEORGE JACQUEMART, PE, AICP  
SARAH K. YACHEL, AICP

BUCKHURST ROAD  
& JACQUEMART, INC.  
115 FIFTH AVENUE  
NEW YORK, NY 10003  
T: 212 750 7474  
F: 212 351 7494

# BFJ Planning

June 7, 2018

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PLANNING  
URBAN DESIGN  
ENVIRONMENTAL ANALYSIS  
REAL ESTATE CONSULTING  
TRANSPORTATION PLANNING

together over the past twenty plus years. In addition, BFJ shares office space with Urbanomics ensuring ease of data sharing and project coordination.

Attached is our detailed scope of work, timeline and budget for completing a Full Environmental Assessment Form (EAF), conducting public scoping (2 public scoping sessions), and preparation of a Draft Generic Environmental Impact Statement. This proposal covers the cost of preparing the Draft GEIS outlined in the scope under Phase 1. It is important to note that the SEQR process is a dynamic one that is highly dependent upon input from the public and the various interested and involved agencies particularly during the Draft GEIS public review period. It is difficult to determine at this stage the level of effort needed to complete the Final GEIS. **The costs associated with the preparation of the Final GEIS and SEQR Findings Statement (Phase 2) are not included in this proposal.** Upon the close of the Draft GEIS public comment period, BFJ will review all of the comments received to determine the level of effort and associated budget for completing the Final GEIS and SEQR Findings Statement.

Please do not hesitate to contact me if you have any questions regarding the attached. A countersignature below will serve as authorization to proceed with work on the zoning text amendments and SEQR Review.

Sincerely,



Sarah K. Yackel, AICP  
Principal

Agreed to:

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Philip Zegarelli, Village Manager

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Date

**VILLAGE OF BRIARCLIFF MANOR  
B/BT ZONING TEXT AMENDMENTS AND DRAFT GEIS**

**1.0 Scope of Work**

The Village of Briarcliff Manor is proposing to undertake zoning text amendments to its existing B/BT Districts to create a new mixed-use district to allow greater flexibility of use, bulk, and density. Since Zoning text amendments are proposed to be undertaken by the BOT (as lead agency), a review of the project under SEQRA is required. The attached timetable illustrates our proposed schedule for completing this assignment as outlined below. Phase 1 will bring the project through submission of the Draft GEIS and joint public hearing on the proposed Zoning Text Amendments and the Draft GEIS. Given the uncertain nature of the SEQRA review process it is not possible to provide a specific budget for the Final GEIS and Findings process at this time. The budget for the Final GEIS can only be determined once written and verbal comments are received on the Draft GEIS. The following phases and subsequent tasks are proposed.

**PHASE 1: PREPARATION OF FULL EAF, SCOPING, DRAFT ENVIRONMENTAL IMPACT STATEMENT AND PUBLIC HEARING**

The following presents a basic outline of the scope of work required for the preparation of the Draft GEIS.

**Task 1: Preparation of Full Environmental Assessment Form (EAF)**

Part 1 of an Environmental Assessment Form (EAF), along with all supporting analyses will be prepared for the Proposed Action to assist the lead agency, Town of Smithtown Town Board in determining whether the Proposed Action may result in a significant effect on the environment. The EAF will be accompanied by a detailed project description and illustrative maps and graphics. Upon completion, Part 1 will be submitted to the Village Board of Trustees for review and comment.

Following preparation of the EAF Part 1 and technical analyses, the BOT will declare its intent to serve as lead agency for the SEQRA review process and circulate the EAF for a 30-day review period to all involved agencies. After the 30-day review period the BOT will become lead agency. Once lead agency has been established, BFJ will assist in the preparation of a Part 2 EAF as required by SEQRA. The lead agency is responsible for preparation of Part 2 and normally uses Part 2 EAF to determine whether the proposed action will result in any significant adverse impacts.

Using the information provided in Parts 1 and 2 of the EAF, the lead agency will determine the significance of the action by making a positive or negative declaration (EAF Part 3). We assume that a positive declaration will be adopted and the preparation of a Generic Environmental Impact Statement (GEIS) will be required. We will prepare the positive declaration (EAF Part 3), as well as the resolution of intent to act as lead agency, and all other notices as required by SEQRA.

## **Task 2: Scoping**

This task will involve the following two sub-tasks:

### **Sub-Task 2.1: Draft Scope**

This sub-task would commence with a “kick off” meeting with the BOT to discuss the content of the draft scoping document and any specific concerns regarding potential project impacts. Based on this initial meeting, we will prepare a preliminary draft written scope of issues to be addressed in the Draft GEIS.

### **Sub-Task 2.1: Public Scoping Session and Final Scope**

As per SEQR, the lead agency must provide an opportunity for the public and other interested and involved agencies to participate in the scoping process. While this requirement can be satisfied through the exchange of written materials, it would be appropriate, given the significance of the project site, to hold a public scoping session. The two objectives of the scoping session would be to (1) develop a thorough and mutual understanding of the contents and methodology of the Draft GEIS document and (2) to provide the public with an opportunity to participate in the identification of potential impacts.

We would discuss all relevant public comments with the BOT and determine whether specific comments should be incorporated into the scoping document. Once the appropriate time has been given for public comment on the scoping document, we will prepare a final scoping document to finalize the contents of the Draft GEIS. The final written scope should do the following:

- ▣ Focus the Draft EIS on potentially significant adverse environmental impacts
- ▣ Eliminate non-significant and non-relevant issues
- ▣ Identify the extent and quality of information needed
- ▣ Identify the range of reasonable alternatives to be analyzed

## **Task 3: Preparation of Draft GEIS**

In general, the Draft GEIS will describe the proposed action, describe the environmental setting of the action, outline the potential environmental impacts and suggest measures to mitigate each of the potentially adverse impacts, if any are identified. The Draft GEIS also contains a section on reasonable alternatives to the proposed action and a section that sets forth specific conditions under which future actions will be undertaken or approved including requirements for any subsequent SEQR compliance. The project description will develop a reasonable worst case development scenario(s) (RWCDs) for each of the five rezoning sights. Where a specific development plan is proposed (345 Scarborough Road and 320 Old Briarcliff Road) for a site we will use the proposed development plan as the RWCDs for that site. For the sites where no specific development plan is proposed, we will develop several scenarios (an all commercial, all residential, and a mixed-use scenario) to account for the different types of development that may be allowed under the proposed zoning. The RWCDs will form the basis for the analysis conducted in the Draft GEIS. For each site we will analyze the baseline existing condition and compare it to a “No Action” scenario (which would consist of the reoccupation of the existing buildings under the current zoning) and the RWCDs. The Draft GEIS will use primary and secondary data sources to assess



the potential impacts of the proposed action. To the greatest extent possible, BFJ will rely on existing data and studies to minimize cost and time involved in primary field research. In addition, we will coordinate with the property owners to incorporate any site specific information they may have developed into the Draft GEIS. The purpose of the Draft GEIS will be to establish development thresholds for each site to help guide future development and to set forth mitigation measures to protect the Village from any potential environmental impacts.

BFJ will use its in-house expertise to conduct land use and zoning, visual resources and community character, community facilities (i.e. police, fire, EMS, schools, recreation), transportation, and alternatives analyses of the project, and will rely on its sub-consultants for analyses of natural resources, stormwater, infrastructure, and fiscal impacts.

The following is a proposed outline of the Draft GEIS. It should be noted that the outline presented herein is specific to the unique nature of this project as it breaks the analysis down by site, rather than environmental topic. Each site chapter will contain analysis of eight environmental impact categories and a cumulative analysis chapter will follow to analysis the cumulative impacts of the rezoning of all five sites as a whole.

## COVER SHEET

## TABLE OF CONTENTS

### 1.0 EXECUTIVE SUMMARY

### 2.0 DESCRIPTION OF THE PROPOSED ACTION

- Overview of the Comprehensive Plan Addendum and Rezoning processes
- Description of the proposed zoning text amendments
- Description of the Reasonable Worst Case Development Scenario(s) for each of the five rezoning sites

### 3.0 ENVIRONMENTAL SETTING, IMPACTS, AND MITIGATION MEASURES

Addresses existing conditions, generic project impacts, mitigation measures (where appropriate) for each of the following major impact categories:

- 3.1 320 Old Briarcliff Road
  - 3.1.1 Land Use, Zoning and Public Policy
  - 3.1.2 Visual Resources and Community Character
  - 3.1.3 Transportation (Traffic and Impacts to Scarborough Station)
  - 3.1.4 Natural Resources (steep slopes, wetlands, habitat, etc.)
  - 3.1.5 Infrastructure (water, sewer, utilities, DPW, stormwater management)
  - 3.1.6 Community Facilities and Services (police, fire, EMS, recreation)

- 3.1.7 Fiscal Impacts
- 3.1.8 Construction Impacts
  
- 3.2 345 Scarborough Road
  - 3.2.1 Land Use, Zoning and Public Policy
  - 3.2.2 Visual Resources and Community Character
  - 3.2.3 Transportation (Traffic and Impacts to Scarborough Station)
  - 3.2.4 Natural Resources (steep slopes, wetlands, habitat, etc.)
  - 3.2.5 Infrastructure (water, sewer, utilities, DPW, stormwater management)
  - 3.2.6 Community Facilities and Services (police, fire, EMS, recreation)
  - 3.2.7 Fiscal Impacts
  - 3.2.8 Construction Impacts
  
- 3.3 600 Albany Post Road
  - 3.3.1 Land Use, Zoning and Public Policy
  - 3.3.2 Visual Resources and Community Character
  - 3.3.3 Transportation (Traffic and Impacts to Scarborough Station)
  - 3.3.4 Natural Resources (steep slopes, wetlands, habitat, etc.)
  - 3.3.5 Infrastructure (water, sewer, utilities, DPW, stormwater management)
  - 3.3.6 Community Facilities and Services (police, fire, EMS, recreation)
  - 3.3.7 Fiscal Impacts
  - 3.3.8 Construction Impacts
  
- 3.4 555 Pleasantville Road
  - 3.4.1 Land Use, Zoning and Public Policy
  - 3.4.2 Visual Resources and Community Character
  - 3.4.3 Transportation (Traffic and Impacts to Scarborough Station)
  - 3.4.4 Natural Resources (steep slopes, wetlands, habitat, etc.)
  - 3.4.5 Infrastructure (water, sewer, utilities, DPW, stormwater management)
  - 3.4.6 Community Facilities and Services (police, fire, EMS, recreation)
  - 3.4.7 Fiscal Impacts
  - 3.4.8 Construction Impacts
  
- 3.5 333 Albany Post Road
  - 3.5.1 Land Use, Zoning and Public Policy
  - 3.5.2 Visual Resources and Community Character
  - 3.5.3 Transportation (Traffic and Impacts to Scarborough Station)
  - 3.5.4 Natural Resources (steep slopes, wetlands, habitat, etc.)
  - 3.5.5 Infrastructure (water, sewer, utilities, DPW, stormwater management)
  - 3.5.6 Community Facilities and Services (police, fire, EMS, recreation)
  - 3.5.7 Fiscal Impacts
  - 3.5.8 Construction Impacts

- 3.6 Cumulative Analysis of Five Sites Together
  - 3.6.1 Land Use, Zoning and Public Policy
  - 3.6.2 Visual Resources and Community Character
  - 3.6.3 Transportation (Traffic and Impacts to Scarborough Station)
  - 3.6.4 Natural Resources (steep slopes, wetlands, habitat, etc.)
  - 3.6.5 Infrastructure (water, sewer, utilities, DPW, stormwater management)
  - 3.6.6 Community Facilities and Services (police, fire, EMS, recreation)
  - 3.6.7 Fiscal Impacts
  - 3.6.8 Construction Impacts

#### 4.0 OTHER ENVIRONMENTAL IMPACTS

- 4.1 Unavoidable Adverse Environmental Impacts
- 4.2 Irreversible and irretrievable commitment of resources
- 4.3 Growth-inducing, cumulative (proposed rezoning in conjunction with other planned projects in the Village), and secondary impacts
- 4.4 Energy use and conservation

#### 5.0 ANALYSIS OF ALTERNATIVES

- 5.1 Alternative 1: No-Action Alternative

#### 6.0 FUTURE ACTIONS

The transportation analysis will involve a site-specific analysis of potential traffic impacts at each of the five sites as well as a cumulative analysis of the impact of the five sites collectively on the Village's roadway network and Metro North Station capacity. Traffic counts will be conducted at each of the five sites at the following intersections:

- 320 Old Briarcliff Road
  - Old Briarcliff Road and Scarborough Road
  - Old Briarcliff Road driveway (counts recently collected by JMC)
  - Old Briarcliff Road and Pleasantville Road (counts recently collected by JMC)
- 345 Scarborough Road
  - Scarborough Road driveway
  - Route 9 and Scarborough Road
  - Scarborough & Holbrook Road
- 600 Albany Post Road
  - Route 9 Driveway
- 555 Pleasantville Road
  - Pleasantville Road driveway
  - Taconic NB ramp and Taconic SB ramps
- 333 Albany Post Road

- Route 9 driveway

The natural resources analysis will provide an inventory of natural resources on each of the five sites using information obtained in consultation with New York State Department of Conservation's Natural Heritage Data program and other available data and mapping resources (Westchester County GIS). The analysis of infrastructure capacity will be performed in consultation with the Village Engineer and Village DPW. The community facility and fiscal impact analyses will be prepared in coordination with the Village Manager and Village Engineer, Assessor, Recreation Department, School District, and the Village Police, Fire and EMS providers. The analysis conducted herein will be generic in nature and set forth specific development parameters and mitigation measures for future site-specific development projects. .

The preliminary Draft GEIS will be submitted to the Village and Village Legal Counsel for review. Following preparation of the preliminary DGEIS, it will be submitted to City staff for review. Once initial comments have been received and responded to, the Draft GEIS would then be submitted to the BOT. The BOT (lead agency) is empowered under SEQR to make a determination as to whether the Draft GEIS is "complete," meaning that it contains all of the necessary and relevant information and that it is ready for public review.

### **Task 3: Public Comment Period and Public Hearing**

After the Draft GEIS document is accepted as complete by the BOT, it is circulated and the public comment period begins (required 30 days). During this public review period, a public hearing will be held. The BOT will also need to hold a public hearing on the draft zoning text amendments. We recommend that the BOT hold a joint public hearing on the Draft GEIS and zoning text amendments. The hearing will provide a venue at which the public can both be educated about the details of the draft zoning and have an opportunity to publicly express their opinions and concerns regarding the Draft GEIS. BFJ will attend the public hearing and, if necessary, prepare and give a presentation on the draft zoning and Draft GEIS. In addition to the verbal comments recorded at the public hearing, written comments will also be submitted to the Village.

In addition to the verbal comments recorded at the public hearing, written comments will also be submitted to the lead agency. The lead agency should establish a contact person to receive all comments. The contact person will have the responsibility of passing all written comments to BFJ and to be answered in the Final Generic Environmental Impact Statement.

### **PHASE 2: FINAL ENVIRONMENTAL IMPACT STATEMENT AND SEQR FINDINGS (UNDER SEPARATE CONTRACT)**

This proposal covers the cost of completing all of the zoning and SEQR work presented above under Phases 1 and 2. It is important to note that the SEQR process is a dynamic one that is highly dependent upon input from the public and the various interested and involved agencies particularly during the Draft GEIS public review period. It is difficult to determine at this stage the level of effort needed to

complete the Final GEIS. Upon the close of the Draft GEIS public comment period, BFJ will review all of the comments received to determine the level of effort and associated budget for completing the SEQR process. However, the following outlines the basic tasks that will be required.

#### **Task 1: FGEIS Preparation and Review**

After the close of the comment period, BFJ will prepare the Final GEIS document, which incorporates responses to all written comments received on the Draft GEIS and all comments made or submitted at the public hearing. As with the Draft GEIS, we will submit the draft Final GEIS to the Village of Briarcliff Manor for review. Revisions received will be incorporated into the Final GEIS and the final Final GEIS submitted to the Village for approval.

#### **Task 2: Findings Statement Preparation**

The conclusion of the SEQR process results in a Findings Statement that summarizes the review process and makes key environmental conclusions on the basis of the SEQR documentation that has been prepared. The Findings Statement has two purposes: (1) certifies that the requirements of SEQR have been met and (2) considers relevant environmental impacts presented in the EIS and weighs and balances them with social, economic and other essential considerations. A positive Findings Statement means that an action has been chosen that avoids or minimizes adverse environmental impacts to the maximum extent possible. BFJ will prepare a draft Findings Statement for submission to the lead agency.

#### **Meetings and Presentations**

BFJ will be available to attend project meetings with Village staff, interested agencies (Planning Board, County), community organizations and the public, as needed. In addition, BFJ is prepared to present the project and SEQR process information to the lead agency and the public as needed throughout the entire environmental review process.

## **2.0 BUDGET**

Our proposed fee for the aforementioned scope of services is based on preparation and completion of the work tasks included in Phase 1. As stated above, it is important to note that the SEQR process is a dynamic one that is highly dependent upon input from the public and the various interested agencies. It is difficult to determine with certainty the costs of taking the project through the entire SEQR process, particularly the Final Generic Environmental Impact Statement process. Therefore, upon the close of the public comment period, BFJ will review all of the comments received on the Draft GEIS to determine the level of effort and associated budget for completing the Final GEIS and Findings Statement (Phase 3). If accepted, this cost estimate would cover all of Phase 1 and 2, **as outlined above and we would negotiate a contract amendment or new contract, for the Phase 3 work.**

We propose to work on a time and expense basis against the hourly billing rate schedule presented below. The estimated upset fee to complete the Draft Zoning Text Amendments and the Draft GEIS and Draft GEIS public hearing is \$99,710 as follows:

<b>PHASE 1: PREPARATION OF FULL EAF, SCOPING, DRAFT GEIS AND PUBLIC HEARING</b>	
<b>Task 1: Preparation of Full Environmental Assessment Form (EAF)</b>	\$1,320
<b>Task 2: Scoping (draft scope, scoping session (x2), final scope)</b>	\$4,400
<b>Task 3: Preparation of Draft GEIS (Proposed Draft GEIS Outline)</b>	
Cover Sheet and Table of Contents	\$110
1.0 Executive Summary	\$330
2.0 Description of the Proposed Action (RWCDs)	\$3,300
3.0 Environmental Setting, Potential Impacts and Proposed Mitigation	
<b>3.1 320 Old Briarcliff Road</b>	\$16,330
3.1.1 Land Use, Zoning and Public Policy	\$440
3.1.2 Visual Resources and Community Character	\$2,200
3.1.3 Transportation	\$6,750
3.1.4 Natural Resources (Cronin)	\$1,700
3.1.5 Infrastructure (Cronin)	\$1,700
3.1.6 Community Facilities and Services	\$1,320
3.1.7 Fiscal Impacts (Urbanomics)	\$2,000
3.1.8 Construction Impacts	\$220
<b>3.2 345 Scarborough Road</b>	\$16,820
3.2.1 Land Use, Zoning and Public Policy	\$440
3.2.2 Visual Resources and Community Character	\$2,200
3.2.3 Transportation	\$7,240
3.2.4 Natural Resources (Cronin)	\$1,700
3.2.5 Infrastructure (Cronin)	\$1,700
3.2.6 Community Facilities and Services	\$1,320
3.2.7 Fiscal Impacts (Urbanomics)	\$2,000
3.2.8 Construction Impacts	\$220
<b>3.3 600 Albany Post Road</b>	\$13,080
3.3.1 Land Use, Zoning and Public Policy	\$440

3.3.2 Visual Resources and Community Character	\$1,100
3.3.3 Transportation	\$4,600
3.3.4 Natural Resources (Cronin)	\$1,700
3.3.5 Infrastructure (Cronin)	\$1,700
3.3.6 Community Facilities and Services	\$1,320
3.3.7 Fiscal Impacts (Urbanomics)	\$2,000
3.3.8 Construction Impacts	\$220
<b>3.4 555 Pleasantville Road</b>	<b>\$15,730</b>
3.4.1 Land Use, Zoning and Public Policy	\$440
3.4.2 Visual Resources and Community Character	\$1,100
3.4.3 Transportation	\$7,250
3.4.4 Natural Resources (Cronin)	\$1,700
3.4.5 Infrastructure (Cronin)	\$1,700
3.4.6 Community Facilities and Services	\$1,320
3.4.7 Fiscal Impacts (Urbanomics)	\$2,000
3.4.8 Construction Impacts	\$220
<b>3.5 333 Albany Post Road</b>	<b>\$13,330</b>
3.5.1 Land Use, Zoning and Public Policy	\$440
3.5.2 Visual Resources and Community Character	\$1,100
3.5.3 Transportation	\$4,850
3.5.4 Natural Resources (Cronin)	\$1,700
3.5.5 Infrastructure (Cronin)	\$1,700
3.5.6 Community Facilities and Services	\$1,320
3.5.7 Fiscal Impacts (Urbanomics)	\$2,000
3.5.8 Construction Impacts	\$220
<b>3.6 Cumulative Analysis of Five Sites Together</b>	<b>\$10,020</b>
3.6.1 Land Use, Zoning and Public Policy	\$220
3.6.2 Visual Resources and Community Character	\$110
3.6.3 Transportation	\$5,900

3.6.4 Natural Resources (Cronin)	\$525
3.6.5 Infrastructure (Cronin)	\$1,475
3.6.6 Community Facilities and Services	\$880
3.6.7 Fiscal Impacts (Urbanomics)	\$800
3.6.8 Construction Impacts	\$110
4.0 Other Environmental impacts	
4.1 Unavoidable Adverse Impacts	\$110
4.2 Irreversible and Irrecoverable Commitment of Resources	\$110
4.3 Growth-Inducing, Cumulative, and Secondary Impacts	\$220
4.4 Impacts on Energy Use and Conservation	\$110
5.0 Analysis of Alternatives	\$440
6.0 Future Actions	\$550
Meetings/Conference Calls (4)	\$1,200
Revisions	\$1,200
<b>Task 4: Public Comment Period and Public Hearing</b>	
- Public Hearing on DGEIS (Meeting Attendance and Preparation)	\$1,000
<b><i>Phase 1 Expenses (i.e. production, printing, travel, etc.)</i></b>	<b>\$1,000</b>
<b><i>Total Phase 1</i></b>	<b>\$99,710</b>

**BFJ 2018 BILLING RATES**

**PRINCIPALS**

	<b>RATE PER HOUR</b>
F. Fish	\$240
G. Jacquemart	\$240
S. Yackel	\$220

**PROFESSIONAL STAFF**

L. Rennée	\$125
T. Young	\$115

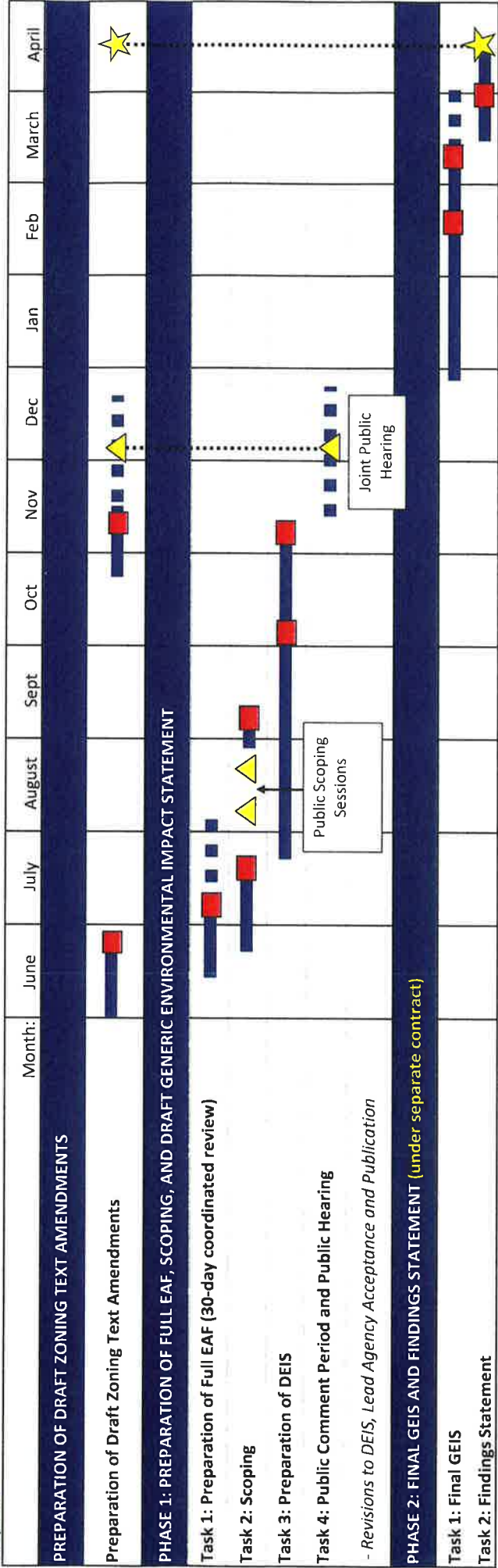
**URBANOMICS**

T. Lund	\$220
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**Briarcliff Manor B/BT Zoning Text Amendments and GEIS**

**Proposed Timeline**



SEQR Findings and Zoning Text Adopted

- Key:
- Key Deliverables: ■
- Public Meeting/Hearing: ▲
- Public Review Period: ■

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
JUNE 14, 2018

**2B. AUTHORIZE VILLAGE MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PROFESSIONAL CONSULTING, LLC FOR THE PINE ROAD PUMP STATION TRIBUTARY AREA SANITARY SEWER EVALUATION STUDY**

BE IT RESOLVED that the Board of Trustees does hereby authorize the Village Manager to execute a Professional Services Agreement with Professional Consulting, LLC (PCI) to provide engineering design services for the Pine Road Pump Station Tributary Area Sanitary Sewer Evaluation Study as per their proposal of \$67,600.

AGREEMENT  
FOR  
PROFESSIONAL SERVICES

Pine Road Pump Station Tributary Area Sanitary Sewer Evaluation Study

This is an Agreement for professional services by and between the Village of Briarcliff Manor, a New York municipal corporation with offices at Village Hall, 1111 Pleasantville Road, Briarcliff Manor, New York 10510 (“Village”), and Professional Consulting, LLC, Octagon 10 Office Center, 1719 Route 10, Suite 225, Parsippany, New Jersey 07054 (“Provider”).

Article 1. Scope of Work

Provider agrees to perform all services set forth in and in accordance with Provider’s proposal letter dated May 11, 2018, which is annexed to and made a part of this Agreement as Exhibit A (the “Services”).

Article 2. Performance of Services

In performing the Services, Provider shall assign qualified personnel and act in accordance with the professional standards and with the skill, diligence, and quality control/quality assurance measures expected of a recognized service firm performing engineering services of a similar nature.

Provider shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations. In addition, Provider and its employees and agents shall comply with all Federal, state, and local personnel safety rules and all applicable conditions or requirements of any permit, authorization, order, or directive issued by the Village or any court or agency.

Article 3. Provider’s Representations

Provider represents that it is fully experienced, properly qualified, sufficiently capitalized and financed, and properly permitted, equipped, and organized to perform the Services.

Provider understands that part or all of the data, analyses, or conclusions developed in the performance of the Services may be public and subject to Freedom of Information Law and may be submitted to other governmental agencies or to courts of law.

Provider acknowledges that the Village will be relying upon the accuracy, competency, and completeness of Provider’s performance and the Services.

Article 4. Compensation and Payment

For satisfactory performance of the Services, the Village agrees to compensate Provider in accordance with Exhibit A.

The Village will pay the amounts due Provider within 30 days after acceptance by the Village Engineer in his sole discretion.

Article 5. Independent Contractor

In performing the Services and incurring expenses under this Agreement, Provider shall operate as, and have the status of, an independent contractor and shall not act as agent or employee or be an agent or employee of the Village. As an independent contractor, Provider shall be solely responsible for determining the means and methods of performing the Services, shall have complete charge and responsibility for Provider's personnel engaged in the performance of the Services, and whenever possible shall use its own equipment and facilities.

Article 6. Ownership of Documents

All documentation, reports, data, and the like, including all copies thereof, prepared or compiled by or on behalf of Provider in connection with its performance of the Services are the exclusive property of the Village regardless of whether it is delivered to the Village. Copies of all such documentation shall be delivered to the Village at or prior to the expiration or termination of this Agreement.

Notwithstanding the forgoing, Provider shall retain a copy of all such documentation.

Article 7. Insurance for Village

Provider shall maintain, at its expense, Workers' Compensation Insurance, liability insurance covering personal injury and property damage, and other insurance with minimum coverages as listed in the Village's Sample Insurance Agreement – Architects & Engineers, annexed hereto as Exhibit B. Policies for that insurance shall be in the broad form available on usual commercial terms and shall be written by insurers of recognized financial standing who are satisfactory to the Village and who have been fully informed as to the nature of the Services. Except for Workers' Compensation and professional liability insurance, if any, the Village shall be named as an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of Provider and not of the Village. Notwithstanding anything to the contrary in this Agreement, Provider irrevocably waives all claims against the Village for all losses, damages, claims, or expenses resulting from risks that are covered by its insurance policies, but Provider's provision of insurance coverage shall not in any way limit Provider's liability under this Agreement.

Each policy of insurance shall contain clauses to the effect that such insurance (except professional liability insurance, if any) shall be primary without right of contribution of any other insurance carried by or on behalf of the Village with respect to the Village's interests and that such insurance shall not be cancelled without 30 days prior written notice to the Village. The Village shall have the option to pay any necessary premiums and charge the cost back to Provider.

Simultaneously with the execution of this Agreement, Provider shall deliver Certificates of Insurance to the Village evidencing Provider's compliance with these requirements.

Article 8. Indemnification

To the fullest extent permitted by law, Provider shall indemnify, hold harmless the Village, its officials, agents and employees or any of them from and against all claims, damages, losses or

expenses including but not limited to reasonable attorney's fees arising out of or resulting from the performance of the agreement, to the extent any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused by any negligent act or omission or violation of statutory duty or regulation of the Provider or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Provider's obligation to indemnify the Village, its officials, agents and employees or any of them for any judgment, mediation or arbitration award shall exist to the extent caused by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Provider anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Provider to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Provider.

Article 9. Responsibility to Correct Deficiencies

Provider shall correct, in a timely fashion and at Provider's sole expense, any deficiencies in the Services provided such deficiencies are reported to Provider prior to thirty (30) days after completion of the Services.

Article 10. Survival of Obligation

Provider's obligations, and those of Provider's employees, agents, successors, and assignees under Article 6 (Ownership of Documents), Article 8 (Indemnification), and Article 9 (Responsibility to Correct Deficiencies) shall survive completion of the Services, expiration or termination of this Agreement, and final payment under this Agreement.

Article 11. Termination

The Village may terminate this Agreement in whole or in part at any time upon 10 days notice if Provider fails to provide the Services in accordance with this Agreement, if the Village is reasonably dissatisfied with Provider's work under this Agreement after giving Provider reasonable notice and an opportunity to address its dissatisfaction, or if Provider is in default under or breach of this Agreement. Provider may terminate this Agreement at any time upon 10 days notice if the Village fails to make any payment to Provider under this Agreement after 30 days notice. Any such termination of this Agreement shall not relieve the Village of its obligation to pay charges due Provider for Services properly performed and expenses properly incurred prior to such termination and shall not relieve Provider of any liability arising from any act or omission of Provider or its employees or agents. Upon termination, Provider shall deliver to the Village all documents required to be delivered pursuant to Article 6.

Article 12. Assignment

Provider shall not assign any of its rights, interests, or obligations under this Agreement or subcontract any of the Services to be performed by it under this Agreement without the express

written consent of the Village. Any subcontract or assignment shall be subject to all of the terms of this Agreement.

Article 13. Waiver and Severability

The failure of either party to enforce, at any time, any provision of this Agreement shall not constitute a waiver of such provision in any way or waive the right of either party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement shall be considered waived by either party unless such waiver is given in writing by the waiving party. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement unless expressly stipulated in such waiver.

The invalidity or invalid application of any provision of this Agreement shall not affect the validity of any other provision or any other application of that provision.

Article 14. Miscellaneous

All notices hereunder shall be deemed to be duly given if in writing, signed by the party or the representative of the party giving the notice, and sent to the other party at the address set forth in this Agreement by certified mail, return receipt requested, by Federal Express or similar overnight courier, or by facsimile transmittal with confirmation by regular first class mail.

This Agreement has been negotiated between parties of equal bargaining power and is not to be construed against either party by virtue of such party's attorney having drafted it.

Provider and its subcontractors shall not engage in any discriminatory hiring practice or accept any engagement which might conflict with Provider's responsibilities under this Agreement.

Article 15. Consent to Jurisdiction and Venue.

Provider consents to jurisdiction in the Courts of the State of New York and to venue in Westchester County, New York, in any action for monetary, injunctive, declaratory, or other relief under any provision of this Agreement.

Article 16. Entire Agreement

The rights and obligations of the parties, and their respective agents, successors, and assigns, under this Agreement shall be subject to and governed by this Agreement, including Exhibits A and B, and this Agreement supersedes any other understanding or writing between the parties. No change, amendment, or modification of any term or condition of this Agreement shall be valid unless reduced to writing and signed by the party to be bound.

Any discrepancy between the foregoing provisions of this Agreement and Exhibits A and B to this Agreement, whether or not specifically identified, shall be resolved in favor of the foregoing provisions of this Agreement.

Article 17. No Third Parties

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Provider or the Village.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of June, 2018.

Village of Briarcliff Manor

Professional Consulting, LLC

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

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

**Exhibit A**

[May 11, 2018, Letter of Professional Consulting, LLC, Annexed]



**Exhibit B**  
**VILLAGE OF BRIARCLIFF MANOR**  
**SAMPLE INSURANCE AGREEMENT**  
**ARCHITECTS & ENGINEERS**

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the municipality as an additional insured on the architect or engineer's insurance policies, with the exception of workers' compensation, NY State disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
- II. The policy naming the municipality as an additional insured shall:
- Purchase an insurance policy from an A.M. Best rated "secure" New York State licensed insurer.
  - State that the organization's coverage shall be primary and non-contributory coverage for the Municipality, its Board, employees and volunteers.
  - The municipality shall be listed as an additional insured by using endorsement CG 20 10 11 85 or equivalent. Examples of equivalent ISO additional insured endorsements include using **both** CG 20 33 10 01 and CG 20 37 10 01 together. A completed copy of the endorsement must be attached to the certificate of insurance.
- III. The consultant agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.
- IV. Required Insurance:
- **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
  - **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - **Workers' Compensation and N.Y.S. Disability**  
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
  - **Architects & Engineers' Professional Errors and Omissions Insurance**

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the municipality. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work. If the architect or engineer is providing or managing environmental services, the errors & omissions policy must be endorsement to include coverage for these services.

- V. Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract. The consultant is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the municipality to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the municipality.
  
- VI. The municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The consultant further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the municipality but also the NYMIR, as the municipality's insurer.



Octagon 10 Office Center  
1719 Route 10, Suite 225  
Parsippany, New Jersey 07054

**Professional Consulting, Ilc.**

Phone: 973.683.0044  
Fax: 973.683.0077

May 11, 2018

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

RE: Proposal for Professional Engineering Services for  
Pine Road Pump Station Tributary Area Sanitary  
Sewer Evaluation Study  
Briarcliff Manor, NY  
PCI No. P482A

Dear Mr. Turiano:

Professional Consulting, Ilc. is pleased to provide this proposal for the professional engineering services required for the above referenced sanitary sewer evaluation study (SSES). Based on our review of the Village records and our understanding of the project, the study area includes approx 13,250 linear feet of sanitary sewers in the tributary area of Pine Road Pumping Station (refer to the attached location map and summary table below).

Location	Length of Sanitary Sewer (feet)
Scarborough Road	1,800
Pine Road	1,100
Fountain Road	1,250
Dalmeny Road	3,300
Cherry Hill Court	2,250
Trump National	3,550
TOTAL	13,250

The proposed study will be done to evaluate the infiltration and inflow of the existing sanitary sewer mains. Based on the available information, these mains were installed between 1950's through year 2001. Most recent improvements in this section were done in 2001 during the development of Trump National Golf Course and facilities. The existing Pine Road Pump Station was upgraded as part of the Trump National development. The gravity sewers from the above listed streets drain to the pump station and are pumped through a force main which discharges into a manhole located on Scarborough Road. There have been issues of significant increase in flow during wet weather conditions which impacted pump station operation, sewer backups, and manhole surcharges.

As part of the study, information will be evaluated to analyze the existing system capacity, identify areas of concern, diagnose the causes of surcharges at the existing pumping station and recommend remedial measures to resolve the problems. We anticipate the following scope of work and related engineering services to accomplish the study objective:

#### **I. SERVICES TO BE PROVIDED BY PCI:**

1. Schedule and attend a study kickoff meeting with the Village.
2. Review the existing TV inspection logs for sanitary sewers and storm sewers.
3. Verify sanitary tributary area, direction of flow, problem areas, manhole and sewer surcharge conditions, and future development plans.
4. Conduct smoke testing of the entire gravity sewer mains to identify existing conditions, leaks and cross connections. Approximately 13,250 linear feet of mains will be tested.
5. Conduct cleaning and televising of selected older sewer mains; these mains are located on Scarborough Road, sections of Dalmeny Road, Pine Road, and Fountain Road, and its easement/right-of ways. We anticipate that approximately 7,000 linear feet of mains will be cleaned and televised.
6. Conduct inspection of selected manholes, identify restoration needs and surcharge conditions. We anticipate that approximately 55 manholes along older sewer main installations will be inspected.
7. Develop a sewer model to study flow behaviors and system capacity of the collection system.

8. Prepare SSES report including our findings, corrective actions and their cost estimates.
9. Present and discuss draft study with the Village.
10. Prepare and submit two (2) copies of the final study to the Village.

## **II. RESPONSIBILITIES OF THE OWNER:**

1. Provide all available information relating to this project, including but not limited to, previous test reports and studies, existing plans and/or record as-built drawings, pump station as-built, repair and complaint history.
2. Provide a knowledgeable member of the Public Works Department to accompany PCI personnel, when needed.
3. Provide pump station information and flow data during dry weather and wet weather conditions.
4. Provide OSHA approved manhole access. Mark all identifiable features of the Village utilities.
5. Mark out all service laterals and authorized connections.
6. Notify residents and property owners about the project and work schedule.
7. Attend all scheduled meetings with the Engineer.

## **III. FEES:**

The fee for providing the services required for the work as noted in tasks I.1 through I.10 shall be a lump sum of \$52,800. Any additional work, including attendance at public hearings or meetings and any additional services not specifically identified in the scope of work above will be billed in accordance with our standard rates (copy attached).

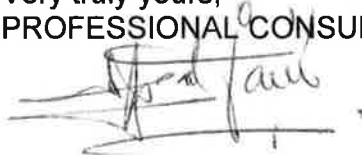
Based on the frequent sewer problems in the area, we strongly recommend that the Village should consider televising and inspecting all the remaining sewer mains and manholes in the tributary area. Our additional cost to complete the

remaining 6,250 feet of sewer cleaning and TV inspection and approx. 50 additional manhole inspections will be \$14,800.

We look forward to the opportunity of working with the Village on this project in its continuing efforts to improve the Village sanitary sewer system.

Your authorized signature below will constitute satisfactory agreement between us for performance of our services.

Very truly yours,  
PROFESSIONAL CONSULTING, LLC.



Arshad Jalil P.E., BCEE  
Principal

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

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

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

Enclosures:  
Location Map  
Standard Rates Schedule

F:\HOME\DOCUMENTS\PROPOSALS\IP482 - BCM - PINE ROAD SANITARY SEWER STUDY\2009.07.13.PROPOSAL.DOC

<u>Title</u>	<u>Rate Per Hour</u>
Principal.....	\$145
Associate.....	\$135
Project Manager.....	\$135
Construction Manager.....	\$135
Principal Engineer.....	\$110
Senior Operator.....	\$110
Senior Project Engineer.....	\$110
Senior Architectural Designer.....	\$108
Project Engineer.....	\$105
Architectural Designer.....	\$98
Field Engineer.....	\$98
Operator.....	\$94
Resident Representative.....	\$94
GIS Specialist.....	\$89
Engineer/ CAD Tech II.....	\$94
Senior CAD Designer.....	\$72
Engineer/ CAD Tech I.....	\$66
Draftsman.....	\$60
Administrative Assistant.....	\$55

*Rates Effective through June 30, 2018*

**Out-of-Pocket Expenses**

Printing (8 ½"x 11" to 11"x 17").....	\$0.15/per page
Blueprints.....	\$5.50/per page
Reproducible Print.....	\$16.00/per drawing
Binding.....	\$10.00 each
Mileage.....	\$0.32/mile
Other Travel, Lodging, Sustenance.....	Direct Cost

1. The cost of surveys, borings, test pits, flow metering, laboratory analysis, use of outside sub-consultants, etc., not specified in the scope of services, shall borne at direct cost by the Owner and paid directly by the Owner to the sub-consultant(s). Any coordination of sub-consultants by Professional Consulting Inc. (PCI) will be billed at our standard rates.
2. Bills will be tendered monthly and are due within 30 days. All past due accounts will be subject to a 1-1/2% per month interest charge. Nonpayment may result in suspension of work and/or a delay in deliverables.
3. Out-of-pocket expenses will be billed at direct cost. Out-of-pocket are defined as those direct expenses incurred relative to this project including, but not limited to, computer time, travel, subsistence, postage, printing and reproduction.
4. If any services are required which are not specifically included in the above proposal, they shall be billed at our standard rates.
5. Warranty and Liability
  - A. PCI warrants that its services are performed within the limits prescribed by its Clients with the usual competence, diligence and thoroughness of the profession in accordance with the standards for professional services at the time those services are rendered. No other warranty or representation, implied or expressed, is included or intended in its proposals, contracts or reports.
  - B. PCI's liability shall be limited to its fee under this proposal; increased liability limits may be negotiated at the Client's written request, prior to the commencement of services, and agreement to pay an additional fee.
  - C. PCI's liability shall be limited to injury or loss caused by the negligence of PCI. PCI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions.
6. The use of this document for soliciting of other bids is strictly prohibited without the written consent of PCI. If the Owner wishes to use this document for the soliciting of bids or for any other purpose, payment for preparation of this proposal shall be negotiated between the Owner and the Engineer.
7. This proposal may contain provisions for periodic representation by PCI to monitor the Contractor's activities during construction. The Owner shall, at times when PCI is not on site, be responsible for monitoring the Contractor's activities.



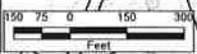


# Location Map Sanitary Sewer Network - Pine Road Area Briarcliff Manor, NY



### Tributary Area

- Sanitary Manholes
- Sanitary Main Lines
- ▭ Structure
- ▭ Parcels



**DRAFT FOR DISCUSSION  
PURPOSES ONLY**

**NOTES:**  
1) All sanitary sewer and stormwater geographic information systems (GIS) data is provided by Thomas C. Merritt Land Surveyors, P.C., 394 Bedford Road, Pleasantville, NY 10570. Remaining data is provided by Westchester County GIS.  
2) Contour interval is 2 feet

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
JUNE 14, 2018

**3. AUTHORIZE THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH WESTCHESTER COUNTY FOR THE PURPOSE OF UNDERTAKING A COMMUNITY DEVELOPMENT PROGRAM**

**RESOLUTION AUTHORIZING THE VILLAGE OF BRIARCLIFF MANOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF WESTCHESTER FOR THE PURPOSE OF UNDERTAKING A COMMUNITY DEVELOPMENT PROGRAM.**

**WHEREAS**, the Secretary of Housing and Urban Development of the United States is authorized, under Title I of the Housing and Community Development Act of 1974 as amended, and Title II of the National Affordable Housing Act of 1990, as amended, to make grants to states and other units of general local government to help finance Community Development Programs; and

**WHEREAS**, Section 99-h of the General Municipal Law of the State of New York grants to any municipal corporation the power, either individually or jointly with one or more municipal corporations, to apply for, accept and expend funds made available by the federal government, either directly or through the State, pursuant to the provisions of any Federal law which is not inconsistent with the statutes or constitution of this State, in order to administer, conduct or participate with the Federal government in programs relating to the general welfare of the inhabitants of such municipal corporation; and

**WHEREAS**, the Community Development Act of 1974 as amended, Title II of the National Affordable Housing Act of 1990, as amended, and any "Eligible Activities" thereunder are not inconsistent with the statutes or Constitution of the State; and

**WHEREAS**, a number of municipalities have requested Westchester's participation, and the County of Westchester has determined that it is desirable and in the public interest that it make application for Community Development Block Grant funds and HOME funds as an Urban County; and

**WHEREAS**, participation by the County of Westchester as an Urban County in the Community Development Program requires that the Village of Briarcliff Manor and the County of Westchester cooperate in undertaking, or assisting in undertaking, essential community development and housing activities, specifically those activities authorized by statutes enacted pursuant to Article 18 of the New York State Constitution.

**WHEREAS**, this Board deems it to be in the public interest for the Village of Briarcliff Manor to enter into a Cooperation Agreement with the County of Westchester for the aforesaid purposes.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that Philip Zegarelli, Village Manager be and hereby is authorized to execute a Cooperation Agreement between the Village of Briarcliff Manor and the County of Westchester for the purposes of undertaking a Community Development Program pursuant to the Housing and Community development Act of 1974 as amended and Title II of the National Affordable Housing Act of 1990, as amended.

**URBAN COUNTY COOPERATION AGREEMENT – FY 2019 - 2021**

This Cooperation Agreement entered into this (1) \_\_\_\_\_ day of (2) \_\_\_\_\_, 20 (3) \_\_\_\_\_, between the County of Westchester (the "County") and (4) \_\_\_\_\_ (the "Cooperating Municipality") **WITNESSETH:**

**WHEREAS**, the County may qualify as an applicant under Title I of the Housing and Community Development Act of 1974, as amended, (the "Act") by entering into cooperation agreements with municipalities having a combined population of at least two hundred thousand which agree to undertake essential community development and housing assistance activities pursuant to the Act; and

**WHEREAS**, on (5) \_\_\_\_\_, 20 (6) \_\_\_\_\_, the governing body of the Cooperating Municipality adopted Resolution # (7) \_\_\_\_\_ authorizing the execution of a Cooperation Agreement for the purposes specified herein; and

**WHEREAS**, on \_\_\_\_\_, the Board of Legislators of Westchester County adopted Resolution # \_\_\_\_\_, authorizing the execution of a Cooperation Agreement for the purposes specified herein; and

**WHEREAS**, this Agreement covers the Community Development Block Grant ("CDBG") Entitlement Program, the HOME ("HOME") Investment Partnership Program, and the Emergency Solutions Grant ("ESG") Program (collectively the "Grants") authorized under Title II of the National Affordable Housing Act of 1990 as amended; and

**NOW, THEREFORE, IT IS AGREED BETWEEN THE COUNTY AND THE COOPERATING MUNICIPALITY AS FOLLOWS:**

1. The County and the Cooperating Municipality will cooperate in developing a Community Development Program and application for Grants which will be designed primarily for the purpose of meeting the priority needs and objectives of the participating localities based upon an inventory of housing and community development needs developed mutually by local and County officials, and the County will have the authority to carry out activities which will be funded from annual Grants for Federal Fiscal Years 2019 - 2021 appropriations and from incomes generated from the expenditure of such funds, including such additional time as may be required for the expenditure of such funds granted by the County to the Cooperating Municipality.
2. The County and Cooperating Municipality will cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities.
3. Nothing contained in this Agreement shall be construed as permitting either party to veto or otherwise obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement. The County has final responsibility for selecting activities and annually filing the Consolidated Plan - Action Plan to the United States Department of Housing and Urban Development (" HUD".)
4. If any application for housing assistance payments by private developers is referred to the County for review and comment, the County will immediately refer such application to the Chief Executive Officer of the affected participating municipality for review. If the local Chief Executive Officer

finds that such proposal is not consistent with the portions of the Urban County Consolidated Plan pertinent to his locality, he shall inform the County Executive thereof.

5. Pursuant to 24 CFR 570.501(b), the Cooperating Municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in CFR 570.503.

6. The County and Cooperating Municipality will take all required action to comply with the provisions of Title VI of the Civil Rights Act of 1964, the Fair Housing Act of 1968 and the Americans with Disabilities Act of 1990 to assure compliance with the certification required by Section 104(b) and 109 of Title I of the Housing and Community Development Act of 1974 as amended, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws (the "Acts"). Accordingly, the Cooperating Municipality agrees to do what is necessary, as determined by the County, to comply with each of the above referenced Acts, the rules and regulations thereunder, and the undertakings and assurances in the application form insofar as they relate to the activities and programs conducted by the Cooperating Municipality pursuant to said Grants. Further, the County is prohibited from expending Urban County funding for activities in or in support of any local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certifications. In addition, the Cooperating Municipality agrees to indemnify and hold the County harmless against all losses, damages, penalties, settlements, costs, charges, fees, and other expenses or liabilities relating to or arising out of the failure of the Cooperating Municipality to comply with the Acts, the rules and regulations thereunder, and the undertakings and assurances in said application form.
7. The County of Westchester is authorized to enter into contracts and do whatever else may be necessary to receive and expend the Grants and to employ such personnel for such purpose as may be necessary.
8. The Cooperating Municipality will inform the County of any income generated by the expenditure of CDBG funds. Any such program income must be paid to the County or may be retained by the Cooperating Municipality subject to contractual agreement, with approval of the County. Any program income retained by the Cooperating Municipality may only be used for eligible activities in accordance with all the Grants requirements, as may apply.
9. The County has the responsibility for monitoring and reporting to HUD on the use of such program income, therefore requiring appropriate recordkeeping and reporting by the Cooperating Municipality as may be needed for the purpose.
10. In the event of closeout or change in the status of the Cooperating Municipality, any program income that is on hand or received subsequent to the closeout or change in status shall be paid to the County.
11. With regards to the acquisition or improvement of real property acquired or improved, in whole or in part, with CDBG or HOME funds, the Cooperating Municipality will notify the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement needing disposition.
12. The Cooperating Municipality will reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG funds) of property acquired or improved with CDBG or HOME funds that is sold or transferred for a use which does not qualify under the Grants' regulations; and
13. Program income created from the disposition or transfer of property acquired in whole or in part with CDBG or HOME funds prior to or subsequent to the closeout, change of status, or termination

of the Cooperation Agreement between the County and the Cooperating Municipality shall be paid to the County.

14. The Cooperating Municipality has adopted and is enforcing:

- I. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- II. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

15. If the Cooperating Municipality accepts any Grants through the County, the Cooperating Municipality agrees to abide by the County's Discretionary Funding Policy, as adopted in January 2012.

16. By executing this Agreement, the Cooperating Municipality may not (a) apply for grants under the small cities or State CDBG programs for appropriations for the fiscal years covered by the Agreement; or (b) participate in a HOME Consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation. This does not preclude the County or Cooperation Municipality from applying to the State for ESG funds, if the state allows.
17. The Cooperating Municipality may not sell, trade, or otherwise transfer all or any portion of the Grants to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly received CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.
18. This Agreement shall remain in full force and effect during the three program years covered by each three-year application and until the Grants and income received with respect to the three year qualification period are expended and the funded activities completed, Fiscal Year 2019 - 2021, provided such application is approved by HUD and provided it is not otherwise terminated pursuant to the requirements of eligibility under federal law. If the application is not approved by HUD, this Agreement shall automatically terminate. Neither the County nor the Cooperating Municipality may terminate or withdraw from this Agreement while it remains in effect.
19. This Agreement will be automatically renewed for participation in successive three year qualification periods, unless the County or the Municipality provides written notice that it elects not to participate in a new qualification period. With respect to automatic renewal periods, the County shall notify the Cooperating Municipality in writing by the date specified in HUD's Urban County Qualification Notice for the next qualification period of the Cooperating Municipality's right not to participate in the new qualification period. The County shall send a copy of the notice to the Cooperating Municipality to the HUD Field Office by the date specified in the urban county qualification schedule.
20. The County and the Cooperating Municipality shall adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and shall submit such amendment to HUD as provided in the urban county qualification notice, and that failure to comply shall void the automatic renewal for such qualification period.

**THE COUNTY OF WESTCHESTER**

by (11) \_\_\_\_\_  
County Executive

**COOPERATING MUNICIPALITY**



by (12) \_\_\_\_\_  
Chief Executive

**SEAL:**

(13)

*Revised 4/6/2018*

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VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
JUNE 14, 2018

**4. BUDGET AMENDMENTS**

BE IT RESOLVED that the budget for fiscal year 2018-2019 is hereby amended as follows:

**GENERAL FUND**

**B/BT ZONING TEXT AMENDMENTS/GEIS**

FROM: A0909 FUND BALANCE \$99,710

TO: A1010.490.18209 B ZONE \$99,710

**WATER FUND**

**SANITARY SEWER STUDY**

FROM: F0909 FUND BALANCE \$67,600

TO: F8120.460 SANITARY SEWER CONTRACTUAL \$67,600

# BUDGET AMENDMENT REQUEST FORM 2018/2019

<b>Amount to:</b>	<b>Muni Code</b>	<b>Budget Line</b>
\$ 99,710.00	A1010.490.18209	BOT - B-Zone
<b>Amount from:</b>	<b>Muni Code</b>	<b>Budget Line</b>
\$ 99,710.00	A0909	Fund Balance

Reason for Amendment Request: To appropriate funds for the B-Zone zoning change and SEQR determination

Signature of Requesting Department Head \_\_\_\_\_ Date Signed \_\_\_\_\_

Village Manager Approval \_\_\_\_\_ Date Signed \_\_\_\_\_

*[Signature]*  
 Village Treasurer Approval \_\_\_\_\_ Date Signed 6/3/18

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

# BUDGET AMENDMENT REQUEST FORM

## 2018/2019

<b>Amount to:</b>	<b>Muni Code</b>	<b>Budget Line</b>
\$ 67,600.00	F8120.460	Sanitary Sewer Contractual
<b>Amount from:</b>	<b>Muni Code</b>	<b>Budget Line</b>
\$ 67,600.00	F0909	Fund Balance

Reason for Amendment Request: To appropriate funds for PCI to study the reported sewage issue

Signature of Requesting Department Head \_\_\_\_\_ Date Signed \_\_\_\_\_

Village Manager Approval \_\_\_\_\_ Date Signed \_\_\_\_\_

*Evelyn Peth*  
6/3/18

Village Treasurer Approval \_\_\_\_\_ Date Signed \_\_\_\_\_

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

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
JUNE 14, 2018

**5. FIRE DEPARTMENT MEMBERSHIPS**

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approve the membership of **Christopher N. Marano** to the Briarcliff Manor Hook and Ladder Company.

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approve the membership of **Paul Bianco** to the Briarcliff Manor Hook and Ladder Company.

# Briarcliff Manor Fire Department

1111 Pleasantville Road  
Briarcliff Manor, NY 10510

Office of the Chief



MICHAEL F. KING, CHIEF  
PETER J. FULFREE, 1<sup>st</sup> Asst. Chief  
VINCENT J. CARUSO, 2<sup>nd</sup> Asst. Chief

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

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

DATE: June 4, 2018  
TO: Christine Dennett, Village Clerk  
Briarcliff Manor Board of Trustees  
FROM: Chief Michael F. King – Briarcliff Manor Fire Department  
SUBJECT: NEW MEMBER – Request for Village Approval

Honorable Mayor and Trustees;

**Christopher N. Marano, date of birth 02/16/2000 and residing at 207 Schrade Road #2D, Briarcliff Manor, New York,** has applied for membership in the Briarcliff Manor Fire Department

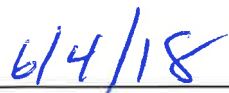
The applicant listed above, has been vetted by the Briarcliff Manor Hook & Ladder Company Membership Committee and determined to meet the criteria set forth by the Briarcliff Manor Fire Department.

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

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

Thank you for your assistance.


  
\_\_\_\_\_  
Michael F. King  
Chief of Department

  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Secretary – Hook & Ladder Company

  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Village Clerk – Christine Dennett

  
\_\_\_\_\_  
Dated

# Briarcliff Manor Fire Department

1111 Pleasantville Road  
Briarcliff Manor, NY 10510

Office of the Chief



MICHAEL F. KING, CHIEF  
PETER J. FULFREE, 1<sup>st</sup> Asst. Chief  
VINCENT J. CARUSO, 2<sup>nd</sup> Asst. Chief

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

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

DATE: June 4, 2018  
TO: Christine Dennett, Village Clerk  
Briarcliff Manor Board of Trustees  
FROM: Chief Michael F. King- Briarcliff Manor Fire Department  
SUBJECT: NEW MEMBER - Request for Village Approval

Honorable Mayor and Trustees;

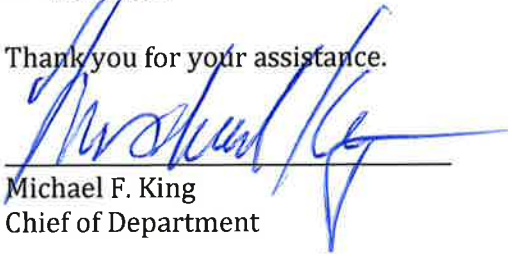
**Paul L. Bianco , date of birth 12/13/1971 and residing at 172 Larch Road, Briarcliff Manor, New York,** has applied for membership in the Briarcliff Manor Fire Department

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


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

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


Thank you for your assistance.

  
\_\_\_\_\_  
Michael F. King  
Chief of Department

  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Secretary - Hook & Ladder Company

  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Village Clerk - Christine Dennett

  
\_\_\_\_\_  
Dated

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
JUNE 14, 2018

**6. SCHEDULE A PUBLIC HEARING: LOCAL LAW TO AMEND CHAPTER  
172 ENTITLED "SIGNS" IN THE CODE OF THE VILLAGE OF  
BRIARCLIFF MANOR**

BE IT RESOLVED that a Public Hearing is hereby scheduled for the \_\_\_\_\_, 2018 at 8:00pm Board of Trustees meeting to hear and discuss a proposed local law to amend Chapter 172 entitled "Signs" in the Code of the Village of Briarcliff Manor.