



**AGENDA**  
**WEDNESDAY JUNE 20, 2018**  
**BOARD OF TRUSTEES**  
VILLAGE OF BRIARCLIFF MANOR, NEW YORK  
REGULAR MEETING – 8:00 PM

---

**Pledge of Allegiance**

1. Public Hearing to Amend Chapter 157 Peddling and Soliciting

**Board of Trustees Announcements**

**Village Managers Report**

**Public Comments**

2. Award of Bid - Law Memorial Park Pond Dredging
3. 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
4. Budget Amendments
5. Authorize the Village Manager to Execute an Agreements
  - a. Westchester County to Transfer Responsibility of Pleasantville Road
  - b. New York State Department of Transportation 2018-2019 Municipal Snow and Ice Agreement Extensions
6. Schedule a Public Hearing to Amend Chapter 172 “Signs”
7. Fire Department Memberships
8. Minutes

**NEXT REGULAR BOARD OF TRUSTEES MEETING – THURSDAY, JULY 5, 2018**

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
JUNE 20, 2018

**1. PUBLIC HEARING: LOCAL LAW TO AMEND CHAPTER 157  
ENTITLED "PEDDLING AND SOLICITING" IN THE CODE OF THE  
VILLAGE OF BRIARCLIFF MANOR**

BE IT RESOLVED that the proposed the Local Law to amend Chapter 157 entitled "Peddling and Soliciting" of the Code of the Village of Briarcliff Manor to is hereby adopted.

A LOCAL LAW TO AMENDING  
CHAPTER 157 ENTITLED “PEDDLING  
AND SOLICITING” IN THE CODE OF  
THE VILLAGE OF BRIARCLIFF  
MANOR

**Draft 06/06/18**

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

Section 1. Section 157-10 of the Code of the Village of Briarcliff Manor entitled “Permitted hours of solicitation”, is hereby amended to read as follows:

“Notwithstanding any other provisions of this chapter to the contrary, no person shall hawk, peddle or vend or solicit orders for any goods, wares or merchandise within the Village before the hour of 9:00 a.m. or after 9:00 p.m., or at any time on Sunday and federal holidays.”

Section 2. **Severability.**

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

Section 3. **Effective Date.**

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

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
JUNE 20, 2018

**2. 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.



MEMORANDUM

May 30, 2018

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, 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.

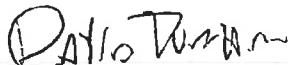
It should be noted that Con-Tech has performed several projects for the Village as well, each of which were successful. Two of these projects are similar in that they involve the regrading and disposal of surplus soils in two Village owned Stormwater management facilities. These facilities were somewhat 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</b> <b>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</b> <b>Organic Waste Station</b> <b>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



## 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 20, 2018

**3A. 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  
CHATHAM, VT  
CHICAGO, IL  
NEW YORK, NY  
PITTSBURGH, PA  
STAMFORD, CT  
WASHINGTON, DC

PAUL BUCKENHURST ARIBA, AICP  
FRANK'S FISH FARM  
GEORGE JACQUEMART, PE, AICP  
SHARIF YACEL, AICP

BUCKENHURST BLDG.  
1 JACQUEMART, LLC  
110 FIFTH AVENUE  
NEW YORK, NY 10003  
T: 212 366 7374  
F: 212 353 7494

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:

---

Philip Zegarelli, Village Manager

---

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**

F. Fish	\$240
G. Jacquemart	\$240
S. Yackel	\$220

**PROFESSIONAL STAFF**

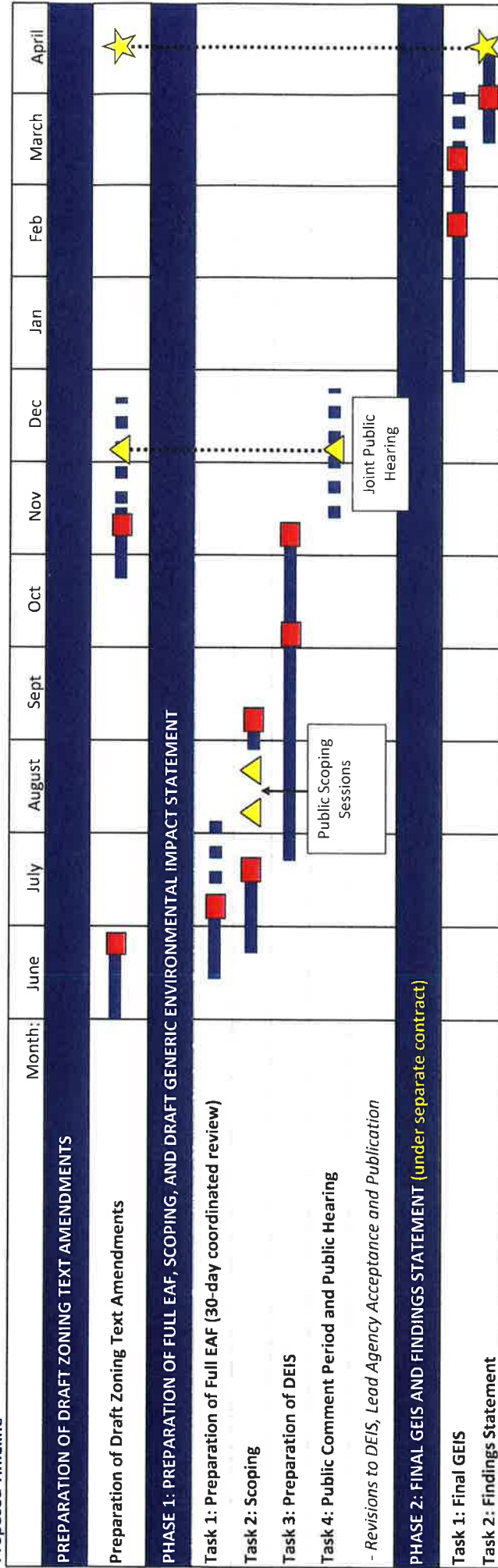
L. Rennée	\$125
T. Young	\$115

**URBANOMICS**

T. Lund	\$220
---------	-------

**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 20, 2018

**3B. 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).

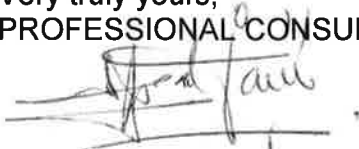
Based on the frequent sewer problems in the area, we strongly recommend that the Village should consider televising and inspecting all the remaining sewer mains and manholes in the tributary area. Our additional cost to complete the

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\482 - 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 1/2"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



**DRAFT FOR DISCUSSION  
PURPOSES ONLY**

**NOTES**  
1) All sanitary sewer and stormwater geographic information systems (GIS) data is provided by Thomas C. Meints 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 20, 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 SEQOR determination

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

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

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

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 \_\_\_\_\_

*David Pith* 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 20, 2018

- 5A. AUTHORIZE THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH WESTCHESTER COUNTY FOR THE PURPOSE OF TRANSERRING RESPONSIBILITY OF PLEASANTVILLE ROAD TO THE VILLAGE OF BRIARCLIFF MANOR**

BE IT RESOLVED that the Board of Trustees does hereby authorize the Village Manager to execute an Inter-Municipal Agreement with Westchester County to transfer responsibility of Pleasantville Road to the Village of Briarcliff Manor pursuant to Section 115-b of the Highway Law.

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
JUNE 20, 2018

**5B. AUTHORIZE VILLAGE MANAGER TO EXECUTE AN EXTENSION TO AN AGREEMENT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION TO THE 2018-2019 SNOW AND ICE AGREEMENT**

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an agreement with the New York State Department of Transportation to extend the Indexed Lump Sum Municipal Snow and Ice Agreement for the period from July 1, 2018 through June 30, 2019 in the amount of \$4,337.50.

Contract #	Municipality	Ext. season	Region #
D014708	Village of Briarcliff Manor / N. Westchester County	2018/19	8

### AGREEMENT TO EXTEND INDEXED LUMP SUM MUNICIPAL SNOW AND ICE AGREEMENT

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

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

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

WHEREAS, the present term of the Agreement, as extended, expires June 30, **2018**; and

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

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

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

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

WITNESSETH:

1. The aforementioned "Indexed Lump Sum Snow and Ice Agreement Between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of one year; now to expire on June 30, **2019**, unless further extended.

2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, **2018**, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.

3. All the terms and conditions of the original contract remain in effect except as follows. The indexed lump sum estimated expenditure specified in Section 9 of the aforementioned Agreement shall be \$4,337.50 for 2.5 lane miles for the **2016/17** season and for the remainder of the term of the Agreement commencing July 1, **2016**, unless changed by future update.

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

Over ↘

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

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

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

BY \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

NYS COMPTROLLER'S SIGNATURE

\_\_\_\_\_  
Dated \_\_\_\_\_

\_\_\_\_\_  
Dated \_\_\_\_\_

STATE OF NEW YORK )

) SS:

COUNTY OF N. Westchester County )

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

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

**NYSDOT MUNICIPAL SNOW & ICE CONTRACTS**

**Estimated Expenditure Calculation**

<b>MUNICIPALITY :</b>	Village of Briarcliff Manor
<b>CONTRACT :</b>	D014708
<b>COUNTY :</b>	North Westchester
<b>EXTENSION SEASON :</b>	2018/19

<b>Municipality</b>	<b>Labor</b>	<b>Materials</b>	<b>Equipment</b>
<b>Averages</b>	<b>37.76%</b>	<b>29.87%</b>	<b>32.38%</b>

<b>Current \$/Lane Mile</b>		<b>% Increase/ Decrease</b>	<b>Revised \$</b>
<b>Labor \$</b>	\$1,708.37	1.00%	\$655.21
<b>Materials \$</b>	\$518.29	0.00%	\$518.29
<b>Equipment \$</b>	\$541.35	3.78%	\$561.81
			\$1,735.31

Revised \$/Lane Mile		\$1,735
Lane Miles of S&I Agreement	x	2.50
<b>Estimated Expenditure</b>		<b>\$4,337.50</b>

Recommended By: \_\_\_\_\_  
 Transportation Maintenance Representative

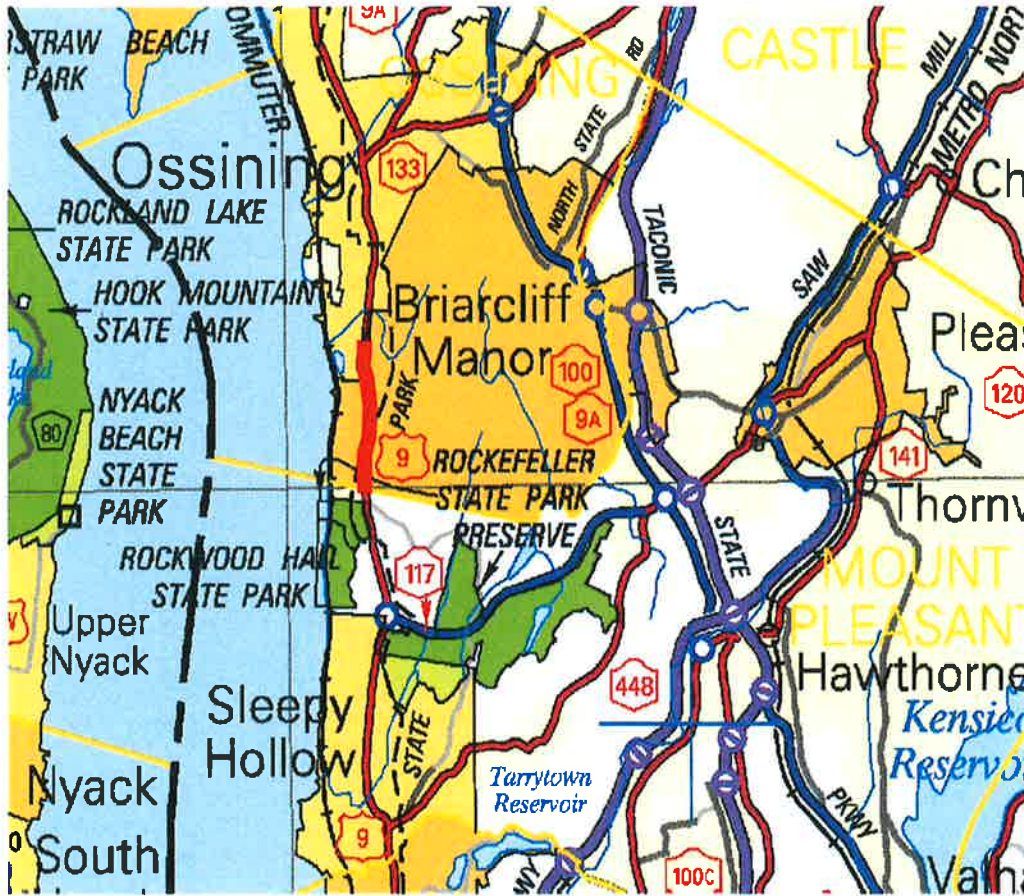
MAP SHOWING VILLAGE OF BRIARCLIFF MANOR  
 RESPONSIBILITY FOR SNOW & ICE CONTROL ON STATE HIGHWAYS FOR THE SEASONS  
 OF 2016/17-2018/19

CENTER LANE MILES	CONTRACT LANE MILES
	2.50



SIGNED \_\_\_\_\_  
 REGIONAL DIRECTOR OF OPERATIONS DATE

SIGNED \_\_\_\_\_  
 FOR MUNICIPALITY DATE



VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
JUNE 20, 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.



Draft 06/07/18  
Village of Briarcliff Manor/General – Draft Local Law on Signs

A LOCAL LAW TO AMENDING  
CHAPTER 172 ENTITLED “SIGNS” IN  
THE CODE OF THE VILLAGE OF  
BRIARCLIFF MANOR

**Draft 06/07/18**

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

Section 1. Chapter 146 of the Code of the Village of Briarcliff Manor, is hereby amending § 172-5 thereof by adding an additional subsection “H” to read as follows:

“H. One accessory sign per business establishment in the Retail Business (B1) and General Business (B2) Zoning Districts, identifying hours of operation of such business establishment, and/or “OPEN” status of such business establishment. Such sign shall not exceed 16 inches in height and 30 inches in width, and shall be located inside the business establishment. Such sign may be illuminated by use of neon or neon-like lighting, however, such sign shall not contain flashing, intermittent, rotating or moving lights. Such sign shall only be illuminated when such business establishment is open for business.”

Section 2. **Severability.**

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

Section 3. **Effective Date.**

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

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
JUNE 20, 2018

**7. 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;

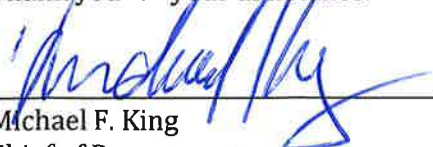
**Christopher N. Marano, date of birth 02/16/2000 and residing at 207 Schrade Road #2D, Briarcliff Manor, New York,** has applied for membership in the Briarcliff Manor Fire Department

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

6/4/18  
\_\_\_\_\_  
Dated

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

6/4/18  
\_\_\_\_\_  
Dated

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

6-5-18  
\_\_\_\_\_  
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

The Regular Meeting of the Board of Trustees of the Village of Briarcliff Manor, New York was held in the Village of Briarcliff Manor at the William J. Vescio Community Center, at 1 Library Road, Briarcliff Manor, New York on the 6<sup>th</sup> of June, 2018 commencing at 8:00 p.m.

**Present**

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

**Also Present**

Christine Dennett, Village Clerk  
Daniel Pozin, Village Attorney  
Edward Ritter, Village Treasurer  
David Turiano, Village Engineer

**Absent**

Philip Zegarelli, Village Manager

**Pledge of Allegiance**

**Board of Trustees Announcements by Trustee Hunt**

- The Library has many upcoming events. Visit the website for more information.
- The Friends of the Library are seeking new members.
- The School's Out for Summer will be on June 22<sup>nd</sup>.
- The 2018 pool season is underway. Get your passes!
- The Swim and Dive Team began their season on June 5<sup>th</sup>.
- Day Camp is full and a waitlist is available.
- The fields are open for use.
- The Spring/Summer Brochure is online.
- Sign up for Recreation News and Village News on the Village website.
- Sergeant Michael Bassett is retiring on Friday, June 8<sup>th</sup> after 34 years of service to the Village. The Board thanked him for his dedicated service.

**Village Managers Report by Village Treasurer Ritter**

- There will be a Safe Routes to School meeting with the Department of Transportation scheduled soon.
- The new playground is going to be installed shortly.
- Horsechestnut Road paving is on hold.
- The 9A/North State Road is virtually complete.
- Pleasantville Road paving will begin soon.
- The Pocantico River Bridge work is delayed. Paving will be done before the bridge work.
- 2018/2018 Tax Bills were mailed and the first installment is due by July 2<sup>nd</sup>.
- Semi-annual hydrant flushing is continuing.
- All outstanding water bills have been transferred to tax

### **Public Comments**

Mrs. Joanne Ahearn of 130 Tuttle Road stated she had been a resident for 21 years and she and her neighbors were concerned with the condition of the former Pace property. She stated she had called the Village several times and the DPW mowed the grass but she feared it would continue to not be maintained. She asked that they respect the community and maintain the property appropriately.

Mayor Sullivan stated Special Counsel had been retained to address the issue.

Mr. Bruce Yeager of 450 Central Drive stated he still hadn't gotten responses to his inquiries on May 16<sup>th</sup> and asked what the Village was doing regarding the light emitting off The Club site.

Village Engineer Turiano stated he would get him the information he requested and the documents were available in the dropbox.

### **Schedule Public Hearing to Amend Chapter 157 Peddling and Soliciting**

The Board requested the proposed changes exclude Federal Holidays if allowable.

Mayor Sullivan stated the Board would look into further amendments in the future.

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

BE IT RESOLVED that a Public Hearing is hereby scheduled for the June 20, 2018 at 8:00pm Board of Trustees meeting to hear and discuss a proposed local law to amend Chapter 157 entitled "Peddling and Soliciting" in the Code of the Village of Briarcliff Manor.

### **Awards of Bid**

**Bus Bid**

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

BE IT RESOLVED that the bid for the furnishing of Bus Transportation Services for various Summer Camp programs operated by the Recreation and Parks Department (VM-1819-1) is hereby awarded to Briarcliff Bus Co., Inc. of Briarcliff Manor, New York as per the rates in the attached schedule.

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with Briarcliff Bus Co., Inc. for the furnishing of Bus Transportation Services for the Recreation and Parks Department.

## Village of Briarcliff Manor Bus Bid Results and Analysis FYE 2019

Bid Item #	Item Description	projected		Briarcliff Bus Co.		7890	BUDGET as APPROVED		Totals
		# of buses	# of days or trips						
<b>A7314.444 TREE CAMP</b>									
A	Shuttle Buses	1	24	280	6720	1	280	6720	8040
B-1a	Bounce U - Elmsford	2	1	280	560	2	330	660	
B-1b	Spins Bowl - Mt. Kisco	2	1	305	610	2	330	660	
<b>A7315.444 SUPER CAMP</b>									
A	Shuttle Buses	1	24	280	6720	1	280	6720	9795
B-2a	Billy Beez, Palisades Center	3	1	390	1170	3	390	1170	
B-2b	Cortlandt Lanes - Cortlandt Manor	3	1	310	930	3	330	990	
B-2c	Rockin Jump - Mt. Kisco	3	1	310	930	3	305	915	
<b>A7316.444 CAMP ADVENTURE</b>									
A	Shuttle Buses	1	24	280	6720	1	280	6720	13500
B-3a	Cortlandt Lanes - Cortlandt Manor	2	1	310	620	2	325	650	
B-3b	Rockin Jump - Mt. Kisco	2	1	310	620	2	305	610	
B-3c	Grand Prix - Mt. Kisco	2	1	305	610	2	390	780	
B-3d	Spins Hudson - Peekskill	2	1	340	680	2	340	680	
B-3f	Medieval Times - Lyndhurst, NJ	2	1	495	990	2	500	1000	
B-3g	High Exposure - Northvale, NJ	2	1	450	900	2	390	780	
B-3h	Boundless Adventures - Purchase	2	1	370	740	2	305	610	
B-3i	Dave & Busters - Pelham	2	1	390	780	2	390	780	
B-3j	The Cliffs - Valhalla	2	1	305	610	2	445	890	
<b>A7317.444 CAMP HORIZON</b>									
B-4a	Cortlandt Lanes - Cortlandt Manor	2	1	310	620	2	325	650	14670
B-4b	Shamrock Charter - New Rochelle	2	1	465	930	2	470	940	
B-4c	Mountain Creek - Vernon, NJ	2	1	610	1220	2	580	1160	
B-4d	High Exposure - Northvale, NJ	2	1	450	900	2	500	1000	
B-4e	Shubert Theatre - NYC	2	1	595	1190	2	580	1160	
B-4f	Best of NYC Cruise - Pier 83 NYC	2	1	595	1190	2	580	1160	
B-4g	Boundless Adventures - Purchase	2	1	425	850	2	360	720	
B-4h	Lake Compounce - Bristol, CT	2	1	625	1250	2	720	1440	
B-4i	Dave & Busters - Pelham	2	1	390	780	2	395	790	
B-4j	Medieval Times - Lyndhurst, NJ	2	1	495	990	2	500	1000	
B-4k	Zoom Ziplines - Vernon, NJ	2	1	575	1150	2	580	1160	
B-4l	Rockin Jump & Cliffs - Mt. Kisco	2	1	440	880	2	460	920	
B-4m	Grand Prix - Mt. Kisco	2	1	325	650	2	360	720	
B-4n	NY Yankees - Bronx, NY	2	1	575	1150	2	580	1160	
B-4o	Spins Hudson - Peekskill	2	1	370	740	2	345	690	
B-5	Cancellation Fee	0	0	50	0			0	

**TOTALS >>>**

Briarcliff Bus Bid = **\$ 45,400**

**\$ 46,005**

**\$ 46,005.00**

Total 444 Budget

Amount less than Adopted Budget = \$ (605.00)



**Law Memorial Park Pond Dredging**

The agenda item was tabled to the next meeting.

**Law Memorial Park Parking Lot Reconstruction**

The Board requested clarity on subcontractors being available.

The agenda item was tabled to the next meeting.

**Authorize Village Manager to Execute Professional Service Agreements**

**Buckhurst, Fish & Jacquemart – B/BT District Zoning Text Amendments**

The agenda item was tabled to the next meeting.

**Buckhurst, Fish & Jacquemart – Proposal for Recreation Study**

Mayor Sullivan requested the survey done by the Recreation Committee be given to the consultants to review.

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

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 a Recreation Study as per their proposal totaling \$17,500.

**Professional Consulting, LLC – Pine Road Pump Station and Tributary Sanitary Sewer Evaluation Study**

The agenda item was tabled to the next meeting.

**Authorize the Village Manager to Execute an Agreement with Westchester County for the Purpose of Undertaking a Community Development Program**

The agenda item was tabled to the next meeting.

**Budget Amendments**

The Board thanked the Friends of the Library for their donation.

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

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

**GENERAL FUND**

**RECREATION STUDY**

FROM:	A0909	FUND BALANCE	\$17,500
TO:	A1010.490.18210	RECREATION STUDY	\$17,500

**LIBRARY FUND**

**FRIENDS OF THE LIBRARY GIFT FOR E-BOOKS**

INCREASE EXPENSE:	L7410.206	MATCHING EXPENSES	\$5,660.46
INCREASE REVENUE:	L0101.2705	GIFTS/DONATIONS	\$5,660.46

**Schedule a Special Meeting/Work Session for June 14, 2018**

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

BE IT RESOLVED, that a Work Session of the Board of Trustees is hereby scheduled for Wednesday, June 13, 2018 at 6:30 pm with a Special Meeting at 8:00pm for limited agenda items.

**Minutes**

Upon motion by Trustee Wilson, seconded by Deputy Mayor DeRose, the Board voted unanimously to approve the minutes of May 16, 2018.

**Adjournment**

Upon motion by Deputy Mayor DeRose, seconded by Trustee Zirman, the Board voted unanimously to adjourn the meeting at 8:54pm.

Respectfully Submitted By,

Christine Dennett  
Village Clerk