

IMPACT

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THE HANLEY REPORT

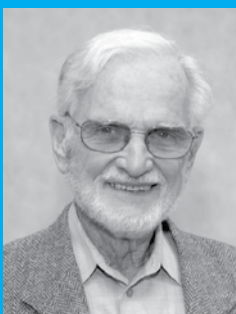
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DANIEL S. FINGER, ESQ.
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BRI Agrees On New Labor Contract with Local 32-BJ Agreement Termed As a Victory for the Building and Realty Industry

By Jeff Hanley, IMPACT Editor

WHITE PLAINS – In what is viewed by building and realty industry officials as "an impressive victory for employers," the Building and Realty Institute (BRI) recently settled on a new labor contract with Local 32-BJ Service Employees International Union (SEIU).

The agreement, which runs from Oct.

1, 2014 until Sep. 30, 2018, was reached at approximately 5:30 p.m. on Sep. 30, the final day of the 2010-2014 contract between the two entities. The settlement capped two months of intense negotiations between the two parties.

Employer Members of the BRI's Collective Bargaining Group (CBG) will face Wage Increases of 9.27 percent

over the four-year life of the contract. BRI officials termed those increases as "fair and reasonable" to both parties. The increases are far below those agreed to by the Realty Advisory Board (RAB) in New York City and the increases reached between The Co-op City Complex in the Bronx and Local 32-BJ,

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L.I. Village and Trustees Violated Federal Housing Law:

Court Finds Garden Village's Zoning Plan Discriminatory

By Anthony S. Guardino

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The U.S. District Court for the Eastern District of New York has ruled that the Village of Garden City, on Long Island, and the village's board of trustees (the Garden City defendants) violated the federal Fair Housing Act (FHA),(1) based on theories of disparate treatment and disparate impact, and also violated other federal civil rights laws and the Equal Protection Clause of the

Fourteenth Amendment to the U.S. Constitution when they eliminated "multi-family residential group" (R-M)

Garden City's zoning decision tended to perpetuate segregation in that community.

The court's holdings on standing, mootness, and liability, however, almost certainly will be used as a roadmap for challenges in other courts to the zoning rules of other villages and towns across the state by plaintiffs advocating for affordable housing.

zoning and endorsed "residential-townhouse" (R-T) zoning after they received public opposition to the prospect of affordable housing in the village.(2)

After an 11-day bench trial in the case, Judge Arthur D. Spatt found that

The practical impact of the decision for Garden City, if any, remains to be seen and may not become evident for quite some time. The ruling, however, is quite notable for its conclusions of law

Continued on page 3

Ravitch to Speak at Nov. 20 General Membership Meeting of the Building and Realty Institute (BRI)

By Jeff Hanley, IMPACT Editor

WHITE PLAINS – "An Evening with Richard Ravitch" is the topic of the Nov. 20 General Membership Meeting of The Building and Realty Institute (BRI), association officials recently announced.

The event is scheduled for a 6:30 p.m. start at The Crowne Plaza Hotel in White Plains. All members of the BRI are eligible to attend the program, event officials said.

Ravitch, the former Lieutenant Governor of N.Y. State from 2009 to 2011, is a partner at Ravitch Rice and Company, LLC. Ravitch has also served as Chairman of the Board of The New York Metropolitan Transit Authority (MTA) from November of 1979 to October of 1983.

Ravitch is well-known for his views on issues that affect New York State



Richard Ravitch

and its general business community, BRI officials said. He will deliver a post-election analysis and review key topics affecting the Westchester and Mid-Hudson Region and the New York metropolitan area, event officials added.

Ravitch was Chairman of the Charter Revision Commission of New York City. He also served as Chair and Chief Executive Officer of the HRH Construc-

tion Corporation from 1960 to 1977. He has held the positions of Chair of The New York State Urban Development Corporation and a director of the American Stock Exchange.

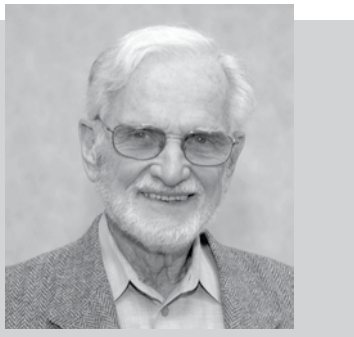
"We are very happy to have Mr. Ravitch speak once again to our membership," said Albert Annunziata, executive director of the BRI. "His presentations are always informative. They review issues that concern the general business community, as well as the building, realty and construction industry."

BRI officials said that members of the association's affiliate organizations are also welcome to participate in the program. Officials added that details on the event will soon be mailed to all BRI members. Advance Reservations are being accepted at (914) 273-0730.

The BRI is a building, realty and construction industry membership organization. The association, based in Armonk, has more than 1,400 members in 14 counties of New York State. Members of the BRI are involved in virtually every sector of the building, realty and construction industry, association officials said.

CO-OP AND CONDO COMMENTARY

By HERB ROSE



NEW YORK—Aim first, then shoot. More practically, measure three times, cut once.

Those of you, my colleagues who have done carpentry, are familiar with this caveat. It is rather curious that when dealing with a piece of lumber worth a few dollars, many individuals are more careful than when involved with projects which range

into amounts in excess of \$100,000!

There is nothing unusual about a building starting a repair project estimated at \$10,000 involving some outside terraces and, then, discovering the cost of legal and proper completion is well in excess of \$100,000. Invariably, the original decision to proceed was made with a seat of the

A Look at How “A Team Approach” Produced Success

THE HANLEY REPORT

By JEFF HANLEY
Associate Director, Building and Realty Institute (BRI)/IMPACT Editor



ARMONK – There is a well-known phrase in sports that is used to describe a combined effort resulting in a resounding victory.

The phrase – “a total team effort” – can also be used to summarize the recent efforts of The Building and Realty Institute’s (BRI’s) Negotiating Committee.

The committee, led by Matthew Persanis, Esq., chief labor counsel to the BRI and lead labor negotiator for the association, recently scored a definite victory while helping the BRI reach a new Labor Contract with Local 32-BJ Service Employees International Union (SEIU).

Persanis was assisted by David Amster, chair of the Negotiating Committee, and Carl Finger, Esq., an associate counsel to the BRI.

The agreement, which runs from Oct. 1, 2014 until Sep. 30, 2018, was reached at approximately 5:30 p.m. on Sep. 30, the final day of the 2010-2014 contract between the two entities. The settlement capped two months of intense negotiations between the two parties. Employer Members of the BRI’s Collective Bargaining Group (CBG) will face Wage Increases of 9.27 percent over the four-year life of the contract. BRI officials termed those increases as “fair and reasonable” to both parties. The increases are far below those agreed to by the Realty Advisory Board (RAB) in New York City and the increases reached between The Co-op City Complex in the Bronx and Local 32-BJ, realty industry officials said.

“On an overall basis, the BRI accomplished every goal that it set out to accomplish Language Wise, and we were

able to come in under budget,” Persanis said. “And, we beat the percent increases that were agreed to in both the Bronx and the five boroughs of New York City!”

Amster added that the reaction from members of the BRI’s CBG has been highly positive on the new agreement. He noted that Persanis, the Negotiating Committee and the BRI staff have all received several compliments from BRI members on the new contract.

“Most members have told us that the BRI and its representatives should be credited for a job well-done, a job that resulted in a favorable agreement for our employer members.”

A list of those on the Negotiating Committee is below. The committee was composed of representatives from the Component Councils of the BRI’s Realty Sector – The Advisory Council of Managing Agents (ACMA), The Apartment Owners Advisory Council (AOAC) and The Cooperative and Condominium Advisory Council (CCAC):

- ACMA - Amster (Committee Chair), John Bonito, Larry Newman, Brian Scally, Jeff Stillman.
- AOAC - Gene Conroy, Lisa DeRosa, Brian McCarthy, Carmelo Milio.
- CCAC - Clementine Carbo, Peg Conover, Kathleen Jensen-Graham, Cesare Manfredi.

A full report on the agreement begins on page one. Other articles of interest to members of the building, realty and construction industry in this issue include:

- An analysis in Co-op and Condo Commentary on the

Board Members – “Aim First” When Deciding Upon the Important Processes, Studies and Repairs for Your Building or Complex

pants decision, with little or no professional input from an engineer and/or an architect.

Examples

The “Splendid Apartments Co-op” (the synthetic name of a real co-op) undertook a rehabilitation project on a number of outside terraces with a projected cost estimate of \$100,000. After the project was underway, discovery was made of greater structural problems that sent the cost out of sight. The origi-

nal estimate was made by consulting with construction firms and the seemingly best contractor was selected. Note that some very fine contractors are well experienced in certain kinds of work and will recommend progressing in relation to their experience.

By contrast, an engineer/architect will research many solutions which are unfamiliar to this fine contractor. Ultimately, “Splendid Apartments” retained an engineering/architect firm to complete the job.

“Why wasn’t the engineering firm hired at the beginning?” Finally, the refurbishing of the terraces was completed at a cost of \$350,000. Underestimating the scope of an extensive rehab is more common than one would believe. Simply put, the process was completed with great anguish and expense.

The “High Life Health Club” (the synthetic name of a real health club) detected a substantial water leak in one of its two whirlpools. A contractor was hired to repair the leak. In removing the tile surface, it was discovered that the structure supporting the tub was compromised. Strangely enough, the tile contractor completed the surface repair at a cost of \$4,000 and left an unusable, incomplete project with his work done.

Up to this, there were no plans or studies done to direct the repair. Somewhere during the tile surface work, an engineering study was done which showed the remedial structural work necessary. Simply put, the process was incomplete with great anguish and expense!

A Long List

A Florida condo roof project which the low bidder did wrong and needed to be done over, a Westchester co-op that tore up its whirlpool without plans or specs, a Hackensack (N.J.) co-op with a botched fire es-

cape renovation, a Queens co-op with a disastrous terrace rehab—the list goes on and on!

All have the same history of doing expensive stuff in the dark. Many reputable engineering/architect firms are available who can save buildings a great deal of money, get all the right permits, get the job done right and eliminate untold amounts of grief.

Up to this point, we have been dealing with studies, immediate repairs and/or renovations. There exists a substantial difference between this type of practical planning and the theoretical estimates of the life of capital parts of a building - the roof, boiler, brick work, plumbing, etc., which are largely advocated by lawyers and rarely by accountants.

Formal theoretical studies may present more problems than they solve, since the building may become responsible for updating information on projects which may be as much as 25 years away. However, immediate project planning is a sane and economical way to get needed stuff done! The best approach is to aim first!!

Herb’s Hints

1) Check energy bills for the correct Sales Tax Rate. Contact me for a free fact check. You can reach me at hrose47563@aol.com.

2) Verify your building’s Real Estate Bill by date and receipt.

Editor’s Note: Herb Rose is a Co-op and Condo Consultant. He serves many buildings and complexes in the New York metropolitan area. Rose is also a member of the Board of Directors of The Co-operative and Condominium Advisory Council of Westchester and the Mid-Hudson Region (CCAC). Rose can be reached at hrose47563@aol.com. The CCAC can be reached at (914) 273-0730.

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Court Finds Garden Village's Zoning Plan Discriminatory

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on standing, mootness, and liability which very well may lead to lawsuits against villages and towns across New York challenging municipal zoning decisions and land use regulations under federal anti-discrimination laws.

Background

The Garden City case arose a number of years ago after Nassau County began drafting a real estate consolidation plan and proposed to sell some real property it owned within the boundaries of the village of Garden City. Garden City is an affluent community located in Nassau County where minorities living in households make up only about 2.6 percent of the population, as compared to 15.3 percent in the county as a whole.

The village created a committee to review zoning options for the parcel and a planning consultant retained by the village issued a draft environmental assessment form (EAF) that proposed that R-M zoning controls be used for the residential component of the property, which could have allowed for a possible 311 apartment units to be built there.

The village subsequently held a hearing at which residents voiced concerns that multi-family housing would generate traffic, parking problems, and increased school expenditures due to additional children. A few weeks later, the village's planning consultant "reversed course" and endorsed a new proposal to rezone the residential area for townhouses rather than apartments. Thereafter, the village board adopted R-T zoning for the site. As enacted, Local Law No. 2-2004 limited construction on the site to one dwelling unit for each 6,000 square feet of total plot devoted to such use, and prohibited multi-family housing in all but a small portion of the site, and then only with a special permit.

The county issued a request for proposals (RFP) and ultimately awarded a contract to develop the property to a private developer that made the highest bid. The transaction never closed, however, and, following a change in administration, the county decided not to sell the site.

New York ACORN Housing Company, Inc. (NYAHC), known now as MHANY Management, Inc., and New York Association of Community Organizations for Reform Now (New York ACORN), which has been succeeded by New York Communities for Change, Inc. (NYCC), were among the plaintiffs who sued. At the time of trial, the only remaining plaintiffs were MHANY, a not-for-profit community-based developer of affordable housing incorporated in New York, and NYCC, a non-profit entity formed in December 2009.

Similarly, the only remaining defendants were the Garden City defendants.

In its decision, the court rejected the Garden City defendants' arguments challenging the plaintiffs' standing under Article III of the Constitution.

First, the court found that NYAHC had proved injury in fact at the trial notwithstanding that it had not submitted a proposed bid during the RFP process. In the court's view, NYAHC had proved that submitting a proposal in response to the RFP would have been futile because the shift to R-T zoning made it financially impossible to build low income housing on the site. Simply put, the court found, the shift to R-T zoning by the village, whether discriminatory or not, had caused injury to NYAHC because the high cost to develop single-family housing under R-T zoning made it financially impossible to build low income housing on the site.

The court also found that NYCC had standing as an association because it had demonstrated that its members would have been eligible for and would have an interest in obtaining affordable housing in Garden City. (3)

The court, in essence, did not have much difficulty deciding that the plaintiffs had standing to bring their action.

Mootness

The court also rejected the Garden City defendants' argument that the suit was moot because the county had decided not to sell the site. The court reasoned that the plaintiffs' alleged injuries resulted from the change in the proposed zoning, which had preceded the county's decision not to sell the site.

Moreover, the court continued, there were two specific instances of injunctive relief sought by the plaintiffs against the Garden City defendants that did not relate specifically to the site itself: the plaintiffs sought to enjoin the defendants from engaging in any other discriminatory acts that perpetuate or contribute to segregation in Garden City, and they sought an order that the defendants take and/or fund affirmative steps to overcome the effects of past discriminatory practices, including the funding of remedial activities necessary to overcome the perpetuation of segregation in Garden City.

Accordingly, the court found that there remained a live controversy in spite of the fact that the county was not going to sell the site. The court then turned to the substantive merits of the action.

Liability

The principal part of the court's decision addressed the plaintiffs' FHA claims against the Garden City defendants.

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ADDRESSING THE ISSUES – The Builders Institute (BI)/Building and Realty Institute (BRI) sponsored a forum on Oct. 9 for candidates seeking seats in the New York State Senate and Assembly. More than 55 BI-BRI members attended the event at the Crowne Plaza Hotel in White Plains. Pictured above during the forum are, from left to right, Sen. George Latimer (D-37th SD) and Albert Annunziata, executive director, BI-BRI. —Photo by Myron Marcus



NEGOTIATING FOR THE BRI – The Negotiating Committee of The Building and Realty Institute (BRI) concluded the association's negotiations for a new Labor Contract with Local 32-BJ Service Employees International Union (SEIU) on Sep. 30. Negotiating Committee Members met with representatives of the union's Benefit Fund Offices on Sep. 22 as part of the negotiating process. Pictured above, from left to right, at the Sep. 22 meeting are Jennifer Campion, a BRI member (Advisory Council of Managing Agents) and a guest speaker before the Benefit Fund Offices of Local 32-BJ; BRI member Brian McCarthy (Apartment Owners Advisory Council); Matthew Persanis, Esq., chief labor counsel for the BRI; and BRI Members Jeff Stillman (Advisory Council of Managing Agents) and Larry Newman (Advisory Council of Managing Agents). —Photo by Jeff Hanley



A LABOR UPDATE – The Building and Realty Institute (BRI) held a meeting on Sep. 18 to update members of its Collective Bargaining Group (CBG) on the BRI's Labor Contract Negotiations with Local 32-BJ Service Employees International Union (SEIU). Matthew Persanis, Esq., labor counsel to the BRI, is pictured while issuing the update. More than 30 members of the CBG attended the event at The Crowne Plaza Hotel in White Plains. —Photo by Jeff Hanley



A PRESENCE OF STARS AND STRIPES PAC – Representatives of Stars and Stripes PAC, the Political Action Committee of The Builders Institute (BI)/Building and Realty Institute (BRI), attended an Aug. 13 function for Westchester County Executive (and N.Y. State gubernatorial Candidate) Rob Astorino. Pictured during the event at Seaside Johnnie's at Rye Town Park in Rye City are, from left to right, Michele Lavarde, board member, Cooperative and Condominium Advisory Council (CCAC); Jeff Hanley, associate director, BI/BRI; Astorino; Bob Lupica, board member, Advisory Council of Managing Agents (ACMA); and Tina Thiakodemitris, ACMA/BRI member. —An IMPACT Staff Photo

INDUSTRY REPORT

New-Home Sales Top 500,000 in August

WASHINGTON, D.C.—Sales of newly built, single family homes increased 18 percent in August to a seasonally adjusted annual rate of 504,000 units, the highest level in six years, according to newly released data by the U.S. Department of Housing and Urban Development (HUD) and

the U.S. Census Bureau. The data was recently analyzed by The National Association of Home Builders (NAHB), association officials said. “This jump in sales activity is in line with our latest surveys, which indicate builders are seeing increased traffic

and more serious buyers in the market for single family homes,” said Kevin Kelly, NAHB chairman and a home builder/developer from Wilmington, Del. “This robust level of new-home sales activity is a good sign that the housing recovery is moving toward high-

er ground,” said NAHB Chief Economist David Crowe. “Historically low mortgage rates, attractive home prices and firming job and economic growth should keep the housing market moving forward in 2014.” Regionally, new home sales rose 50 percent in the West,

29.2 percent in the Northeast and 7.8 percent in the South. Sales were unchanged in the Midwest, the report said. The inventory of new homes for sale edged up to 203,000 in August, which is a slim 4.8-month supply at the current sales pace, the report added.

INDUSTRY STUDY

Builder Confidence Hits Highest Level Since Nov. 2005

WASHINGTON, D.C.—Builder confidence in the market for newly built, single family homes rose for a fourth consecutive month in September, according to a recent building and realty industry report. The confidence factor, the study said, rose to a level of 59 on The National Association of Home Builders (NAHB)/Wells Fargo Housing Market Index (HMI). The latest four-point gain brings the index to its highest reading since November of 2005, the report added. “Since early summer, builders in many markets across the nation have been reporting that

buyer interest and traffic have picked up, which is a positive sign that the housing market is moving in the right direction,” said NAHB Chairman Kevin Kelly, a home builder/developer from Wilmington, Del. “While a firming job market is helping to unleash pent-up demand for new homes and contributing to a gradual, upward trend in builder confidence, we are still not seeing much activity from first-time home buyers,” said NAHB Chief Economist David Crowe. “Other factors impeding the pace of the housing recovery include persistently tight credit

conditions for consumers and rising costs for materials, lots and labor.” **Key Components** Derived from a monthly survey that NAHB has been conducting for 30 years, the NAHB/Wells Fargo HMI gauges builder perceptions of current single family home sales and sales expectations for the next six months as “good,” “fair” or “poor.” The survey also asks builders to rate the traffic of prospective buyers as “high to very high,” “average” or “low to very low.” Scores from each compo-

nent are then used to calculate a seasonally adjusted index where any number over 50 indicates that more builders view conditions as good than poor, the study said. All three HMI components posted gains in September. The indices gauging current sales conditions and traffic of prospective buyers each rose five points to 63 and 47, respectively. The index gauging expectations for future sales increased two points to 67, the report said. Builder confidence also rose across every region of the country in September, the study added. Looking at the

three-month moving average for each region, the Midwest registered a five-point gain to 59, the South posted a four-point increase to 56, the Northeast recorded a three-point gain to 41 and the West posted a two-point increase to 58. The NAHB/Wells Fargo HMI is strictly the product of NAHB Economics, association officials said. It is not seen or influenced by any outside party prior to being released to the public. HMI tables can be found at nahb.org/hmi. More information on housing statistics is also available at housingeconomics.com, officials added.

BRI Agrees On New Labor Contract with Local 32-BJ

Continued from page 1 realty industry officials said. “On an overall basis, the BRI accomplished every goal that it set out to accomplish Language Wise, and we were able to come in under budget,” said Matthew Persanis, Esq., chief labor counsel to the BRI and the association’s lead negotiator during the negotiating process. “And, we beat the percent increases that were agreed to in both the Bronx and the five boroughs of New York City!” David Amster, chair of the BRI’s Negotiating Committee, added that the feedback from members of the organization’s Collective Bargaining Group (CBG) has been highly positive on the new agreement. “Matt Persanis, our Negotiating Committee, and the BRI staff have all received a series of numerous compliments from our members on this agreement,” Amster said. “Most members have told us that the BRI and its representatives should be credited for a job well-done, a job that resulted in a favorable agreement for our employer members.” A summary of the agreement is on buidlingandrealtyinstitute.org. That summary follows: **Wages (Weekly):** • Oct. 1, 2014 – A \$20 Increase (2.58 percent). • Oct. 1, 2015 – A \$20 Increase (2.5 percent). • Oct. 1, 2016 – A \$20 Increase (2.4 percent). • Oct. 1, 2017 – A \$15 Increase (1.79 percent). **Health (Monthly):**

- Oct. 1, 2014 – No Increase.
- Jan. 1, 2015 – \$1,194 Per Month (a 3.5 percent Increase for the Contract Year).
- Jan. 1, 2016 – \$1,261 Per Month (A 3.7 percent increase for the Contract Year).
- Oct. 1, 2017 – \$1,352 Per Month (A 4.8 percent increase for the Contract Year).
- Jan. 1, 2018 – \$1,460 Per Month (This figure is a cap. The rate may be lower, but not higher. Based upon the highest figure, it represents a 6.4 percent increase for the Contract Year).
- Pension (Monthly):** • Oct 1, 2014 – No Change.
- April 1, 2015 – \$254.82 (A 7 percent increase in Year One of the Contract).
- April1, 2016 – \$272.66 (A 7 percent increase in Year Two of the Contract).
- April 1, 2017 – \$291.75 (A 7 percent increase in Year Three of the Contract).
- April 1, 2018 – \$312.17 (A 7 percent increase in Year Four of the Contract).
- Supplemental Retirement & Savings Fund (SRSP):** • \$10 Per Week, No Increase.
- Legal, Training Funds:** • No Increase.
- Overall Increases on a Contract-Year Basis:** • The Average Employee Cost To BRI Members – \$57,654.92 for the Contract Year 10/1/13-9/30/14.
- For the Contract Year 10/1/14-9/30/15, the same employee will cost

- \$59,286.94, a 2.8 percent increase.
- For the Contract Year 10/1/15 – 9/30/16, that employee will cost \$61,365.00, a 3.5 percent increase.
- For the Contract Year 10/1/16-9/30/17, the employee cost is \$63,646.58, a 3.7 percent increase.
- For the Contract Year 10/1/17-9/30/18, the employee cost is \$65,908.64, a 3.55 percent increase. The scenario is based upon the Health Coverage increasing by the Maximum Amount. If it is based upon the last increase, it drops to 3.3 Percent.
- Significant Language Changes**
- The Performance-Based Bonus is no longer “A Prior Better Condition.”
- Other than the Cosmetic Painting of Apartments, there are no restrictions on Painting, Patching or Spackling.
- Men who were paid to paint are no longer required to be paid.
- The “Most Favored Nations Language” is strengthened.
- Employees working 16 Hours or less per week are not subject to this agreement.
- Employers Have Until June 30, 2015 to drop 20-Hour Per Week Employees to 16, without a Grievance.
- Arbitrations. The time to file a grievance has been decreased by 33 percent. The time to file arbitrations dropped by 50 percent.

- Unused Sick Days are now paid in February of the following year, not October of the current year.
- Changes To Drug Testing now make it easier to test an Employee.
- There is a reduction of “Hardship Buildings” that the Union may claim.
- The BRI now has the authority to review all Independent Contracts.
- The need For Building Site Addendums has been removed.
- “Many thanks should be given to the members of the BRI’s Negotiating Committee,” said Albert Annunziata, executive director of the BRI. “The efforts of those on the committee were invaluable. They worked consistently on helping our association achieve a favorable agreement.” Annunziata and the Negotiating Committee also credited the efforts of Persanis, as well as those of Carl Finger, Esq., for assisting Persanis. Persanis is a partner of Elefante and Persanis, LLP. He has served as Labor Counsel and Lead Negotiator for the BRI since the mid-1990’s. Finger is with Fin-

ger and Finger, A Professional Corporation. The firm is Chief Counsel to the BRI. The Negotiating Committee was composed of representatives from the BRI’s realty affiliates: **The Advisory Council of Managing Agents (ACMA)** David Amster (Committee Chair), John Bonito, Larry Newman, Brian Scally, Jeff Stillman. **The Apartment Owners Advisory Council (AOAC)** Gene Conroy, Lisa DeRosa, Brian McCarthy, Carmelo Milio. **The Cooperative and Condominium Advisory Council (CCAC)** Clementine Carbo, Peg Conover, Kathleen Jensen-Graham, Cesare Manfredi. More than 430 buildings and complexes compose the BRI’s CBG. The BRI bargained on behalf of the AOAC, CCAC, and ACMA. Local 32-BJ represents thousands of building service workers in the New York metropolitan area. BRI officials said that Employer Members of the association’s CBG will receive a printed version of the new agreement in the weeks ahead.



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BECOME A MEMBER OF THE BRI
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Addressing the Process of Choosing a Managing Agent

COUNSELS' CORNER

By **Kenneth J. Finger, Esq.,**
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Daniel S. Finger, Esq.
Finger & Finger, Chief Counsel,
Building & Realty Institute (BRI)



WHITE PLAINS—One of the most difficult decisions for a Cooperative, a Condominium and even, on occasion, a Landlord is choosing a new Managing Agent/Property Manager.

In going through this process, the Board, or Landlord, should solicit proposals from several different individuals and/or businesses interested in performing Professional Property Management Services.

Before even approaching the potential Agents or Property Managers, however, the Board should examine its property and finances and map out what the Board feels its needs are and what it would like to get from the Managing Agent. This will enable the Board to insure that all its requirements and criteria are addressed by the Managing Agent and that there is no confusion with regard to the Board's expectations, which will then be known to the Managing Agents bidding on the contract.

One way to accomplish this is to draft a Request for Proposal (RFP) that details all of the Board's requirements and expectations with regard to the new Managing Agent and provides a standardized format for the potential Managing Agents to submit their proposals. An RFP is designed to

allow the potential Managing Agents the latitude to inform the Board of each agent's individual approach to managing the property, setting forth a detailed statement of the services to be performed.

Specifics

As an example, many RFP's and Management Contracts provide for the start date, or proposed or anticipated start date. In addition, it is common for the management contract to be for a one-year term and to contain a termination clause that would allow the Board to terminate the contract on 30 days' notice by the Board to the Managing Agent for any reason, or no reason.

All potential Managing Agents are expected to make a detailed site investigation to familiarize themselves with the layout and content of the property before submitting their proposals. Often, the Managing Agent will walk the property with a representative from the Board prior to submitting their proposal. This provides a valuable opportunity for the Board member to observe the Managing Agent and get a first impression. The Board member should not feel compelled to ask questions at this time. Waiting for the interview to ask questions is probably a good idea, anyway.

Answering questions that pertain to the Managing Agent's evaluation of the property in preparation for his submission of his proposal may be necessary, although the Board member should not feel pressured to answer any questions on the spot. For consistency, it may be

prospective agent and especially those who will have contact with, or be performing work or services, for the property.

Prospective Agents should also include copies of all relevant and/or required business licenses (i.e., real estate broker licenses) from the State of New

The Board should also set forth a detailed scope of work that it expects the Managing Agent to adhere to as the minimum scope of work and which will be included in the contract, some examples of which are included herein.

The Duties of Managing Agents

The Managing Agent should be responsible for the management and supervision of staff, including the superintendent, porters and other staff; issuing monthly invoices for rent, maintenance, assessments and/or other charges; collecting payments for rent, maintenance, assessments and/or other charges; and paying invoices and bills.

The Managing Agent is also often responsible for supervising the maintenance of the property, including the Common Area Facilities in accordance with standards acceptable to the Board. Those include supervising the performance of vendors and/or third-party suppliers and/or Independent Contractors of normal repair and replacement work and other services performed on the premises, as may be necessary.

The Managing Agent should negotiate, retain and

The entire Board should review all proposals submitted and meet to discuss the proposals before deciding which potential Managing Agents the Board would like to interview. In addition, the entire Board should be present at all interviews, where possible. This helps make sure that every Board member has direct first-hand knowledge and access to all of the information about each candidate.

helpful to have the same Board member or members supervise these site visits with all potential candidates where possible.

The Content of Proposals

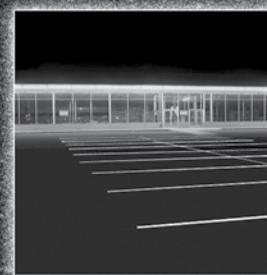
To further facilitate the Board's evaluation, proposals by the prospective agent should provide resumes for the key personnel employed by the

York and should provide a list of at least three references for which the firm and team members have performed similar work in the last five years, with contact information. The RFP can and should be tailored by each board to require the submission of any other documentation or information that the Board feels is necessary to complete its evaluation.

Continued on page 9

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Court Finds Garden Village's Zoning Plan Discriminatory

Continued from page 3

After observing that conduct prohibited by 42 U.S.C. 3604(a) (4) included "discriminatory zoning practices," (5) the court pointed out that a claimant may demonstrate that discriminatory zoning practices were employed by presenting either proof of disparate treatment or disparate impact, and that the plaintiffs in this case relied on both theories of liability.

With respect to the plaintiffs' disparate treatment claim,

the court first noted that the plaintiffs had presented statistical evidence that indicated that the R-T zoning designation weighed "more heavily on one race than another." It also found that the sequence of events leading up to the implementation of the R-T zone gave rise to an "inference of race-based animus by the Garden City Defendants." The court then found that at least some of the expressions by Garden City residents of disap-

proval for affordable housing reflected race-based animus or at least could have been construed as such by the village's board of trustees.

Next, the court determined that the Garden City defendants had satisfied their "minimal burden of offering a non-discriminatory reason for their zoning decision" by indicating that they had "legitimate concerns" over traffic and other matters. It added, however, that its finding that the board

had acted based on legitimate concerns did "not foreclose a finding that impermissible discriminatory intent also played a role" in the decision making process.

In fact, the court said, there were "many different factors" surrounding the enactment of the R-T zoning. Significantly, it ruled that, although "legitimate concerns" played a role in the board's shift from R-M zoning to R-T zoning, the plaintiffs had established that discrimination played a "determinative role." In other words, the court declined to hold that, based on the "legitimate concerns," the board would have shifted from R-M zoning to R-T zoning even if discrimination had played no role.

Accordingly, the court ruled that the plaintiffs had established liability under 3604(a) of the FHA based on a theory of disparate treatment.

The court reached the same conclusion with respect to the disparate impact theory of the plaintiffs' 3604(a) claim. It found that the plaintiffs had established, by a preponderance of the evidence, that the rejection of the R-M zone in favor of the R-T zone perpetuates segregation because it eliminates the availability of the type of housing that minorities were disproportionately likely to need namely, affordable rental units.

It further found that the enactment of the R-T zoning actually resulted in racial discrimination because it "significantly decreased the potential pool of minority residents likely to move into housing developed [on the site] in proportion to the number of non-minorities affected."

The court added that although the enactment of R-T zoning advanced certain legitimate, bona fide government interests namely, reducing traffic and providing for the construction of townhomes the Garden City defendants had not established the absence of a less discriminatory alternative. Thus, it held, the plaintiffs had established, by a preponderance of the evidence, the liability of the Garden City defendants under 3604(a) of the FHA by proving that the village's acts "had both an adverse impact on minorities and tended to perpetuate segregation."

Other Claims and Remedies

In short order, the court also concluded that the plaintiffs had established liability under 42 U.S.C. 1981, 1983, and the Equal Protection Clause, although it dismissed the plaintiffs' cause of action under 42 U.S.C. 1982, finding that they had not identified any cognizable property interest in as yet-built or planned affordable housing.

With respect to a remedy, the court looked to the language of the FHA, which au-

thorizes courts to award injunctive relief, and to prior case law, which directs a court to "craft injunctive relief with a view toward the statute's goal of preventing future violations and removing lingering effects of past discrimination." (6) It concluded that, at a minimum, a prohibitive injunction enjoining the village from future FHA violations was appropriate.

In an effort to compel the village to take affirmative steps to promote non-discriminatory housing, the court directed the plaintiffs to submit a proposed remedial plan to the court, and provided the village with an opportunity to respond with objections or propose an alternative remedial plan.

Conclusion

Whether the court ultimately will order the Garden City defendants to comply with a remedial plan remains to be seen. The court's holdings on standing, mootness, and liability, however, almost certainly will be used as a roadmap for challenges in other courts to the zoning rules of other villages and towns across the state by plaintiffs advocating for affordable housing.

All parties have an interest in carefully studying Judge Spatt's opinion and considering what steps to take from now on.

1. Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601

2. *MHANY Management Inc. v. Garden City*, No. 05-CV-2301 (ADS)(WDW) (E.D.N.Y., Dec. 6, 2013).

3. The court did not decide whether the plaintiffs, as corporate entities, had statutory standing to bring an action under 42 U.S.C. 1982, which provides that "[a]ll citizens of the United States shall have the same right, in every State and Territory, as is enjoyed by white citizens thereof to inherit, purchase, lease, sell, hold, and convey real and personal property," finding that the Garden City defendants had waived that argument.

4. Section 3604(a) provides that it shall be unlawful "[t]o refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin."

5. See, e.g., *Fair Hous. In Huntington Comm. Inc. v. Town of Huntington*, N.Y., 316 F.3d 357 (2d Cir. 2003).

6. *United States v. Space Hunters*, 2004 U.S. Dist. LEXIS 23699 (S.D.N.Y., Nov. 22, 2004).

Editor's Note: Anthony S. Guardino is a partner with Farrell Fritz in the firm's Hauppauge (L.I.) office.

BRI Participates in Major AIA Expo and Trade Show

By Jeff Hanley, IMPACT Editor

TARRYTOWN—The Building and Realty Institute (BRI) recently served as a major sponsor of "Progression 2014—The Annual Design and Technology Expo" of The Westchester/Hudson Valley Chapter of The American Institute of Architects (AIA).

The BRI also had full exhibition space at the Oct. 27 Trade Show Portion of the event. The program was at the Westchester Marriott Hotel in Tarrytown. Representatives of virtually every division of the building, realty and construction industry attended the event, BRI officials said.

"Our association is continuing its outreach to every major sector of the building, realty and construction industry, and our participation in this AIA program is part of that outreach," said Albert Annunziata, executive director of the BRI. "We have been working with the AIA in recent months on having our associations join together on programs of this type. Our involvement in the Expo is one example of that initiative."

Michael Beldotti, chairman of the BRI, added that the association's participation in the Expo is the latest in a continuing series of attempts to highlight "the many benefits of membership in the BRI."

"We are continuing to deliver the message to members of our industry and the general business community — becoming a member of the BRI is a great way to network and increase the visibility of your business," he said. "Our participation in the AIA Expo continues the process of delivering that message to members of the building and realty industry."

The BRI is a building, realty and construction industry membership organization. The association, based in Armonk, has more than 1,400 members in 14 counties of New York State. BRI members participate in virtually every major sector of the building, realty and construction industry.

Photo coverage of the event is featured in this report.



Eric Messer (left) and Hillary Messer are pictured during the Oct. 27 Expo/Trade Show of the Westchester/Hudson Valley Chapter of The American Institute of Architects (AIA). The event was at the Westchester Marriott Hotel in Tarrytown. Messer is Chair of The Remodelers Advisory Council (RAC) of The Building and Realty Institute (BRI). —Photo by Jeff Hanley



Valerie Brown (left), executive director of the Westchester/Hudson Valley Chapter of The American Institute of Architects (AIA), and Albert Annunziata, executive director of The Building and Realty Institute (BRI), are pictured during the Oct. 27 Expo/Trade Show of the AIA. The show was at the Westchester Marriott Hotel in Tarrytown. The BRI was a major sponsor of the event. —Photo by Jeff Hanley



Valerie Brown (left), executive director of the Westchester/Hudson Valley Chapter of The American Institute of Architects (AIA), and Angelo Ponzi, a member of the Board of Trustees of The Building and Realty Institute (BRI), are pictured during the Oct. 27 Expo/Trade Show of the AIA. Ponzi is Vice Chair of The Cooperative and Condominium Advisory Council (CCAC) of the BRI. The program was at the Westchester Marriott Hotel in Tarrytown. —Photo by Jeff Hanley

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www.BuildersInstitute.org

House Rules Topic of CCAC's Membership Meeting

By Jeff Hanley, *IMPACT* Editor

WHITE PLAINS — “House Rules: A Review for Board Members!” was the topic of the Oct. 14 Membership Meeting of The Cooperative and Condominium Advisory Council (CCAC).

More than 70 members of the CCAC and The Building and Realty Institute (BRI) attended the conference at the Crowne Plaza Hotel in White Plains. CCAC officials termed the event as one of the most successful programs that the association has sponsored.

“The feedback from those who participated was highly, highly positive,” said Diana Virrill, chair of the CCAC. “We were very happy with the program and the reaction to it.”

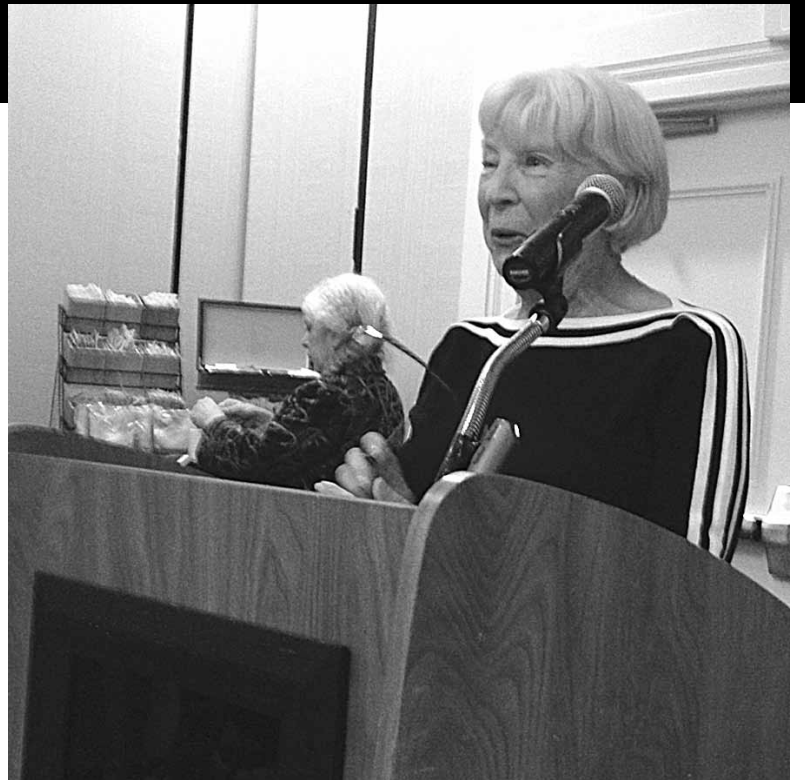
Virrill was one of five panel members to address the House Rules topic. Others participating were:

- Jay Taggart, CCAC board member;
- Dorothy Finger, Esq., principal, Finger and Finger, A Professional Corporation, chief counsel to the CCAC and the BRI (covering the co-op perspective);
- Ken Jacobs, Esq., Smith Buss and Jacobs (covering the condo perspective);
- Jason Schiciano, principal, Levitt-Fuirst Associates, insurance manager for the CCAC/BRI (covering insurance scenarios).

“Our members felt that the program was solid and that it delivered some very important messages,” said Albert Annunziata, executive director of the CCAC/BRI. “Their reaction to the seminar was extremely positive.”

The CCAC is a building and realty industry membership organization. The association, formed in 1979, represents more than 400 co-ops and condos throughout the Westchester and Mid-Hudson Region. The CCAC is an affiliate organization of the BRI. Both associations are based in Armonk.

A photo montage of the Oct. 14 conference is featured below. —Photos by Jeff Hanley



Diana Virrill, chair of The Cooperative and Condominium Advisory Council (CCAC), is pictured while delivering her presentation on House Rules for Co-ops and Condos. Virrill reviewed the processes involved in creating and maintaining House Rules.



Ken Jacobs, Esq. (pictured above) issued a presentation on House Rules for condominium complexes. Jacobs is with Smith Buss and Jacobs, a member of The Building and Realty Institute (BRI). The BRI is an affiliate organization of The Cooperative and Condominium Advisory Council (CCAC).



Jay Taggart (pictured above), a member of the Board of Directors of The Cooperative and Condominium Advisory Council (CCAC), joined Diana Virrill in addressing House Rules from the perspective of co-op and condo board members.



The series of insurance scenarios involving House Rules and co-ops and condos was covered by Jason Schiciano (pictured above). Schiciano is a principal of Levitt Fuirst Associates, the insurance manager for The Cooperative and Condominium Advisory Council (CCAC) and its affiliate organization, The Building and Realty Institute (BRI).



House Rules from the perspectives of co-ops was addressed by Dorothy Finger, Esq. (pictured above). Finger is a principal of Finger and Finger, A Professional Corporation. The firm serves as Chief Counsel to The Cooperative and Condominium Advisory Council (CCAC) and its affiliate organization, The Building and Realty Institute (BRI).

Reviewing an Amazing Odyssey – Furst’s Fantastic Bike Ride Across the U.S.

Editor’s Note: *IMPACT* Editor Jeff Hanley recently interviewed Ken Furst, co-president of Levitt-Furst Associates, Ltd., about his recent incredible journey – a 3,600 mile, 48-day solo bike ride across the U.S.!

The full story of Furst’s impressive odyssey from last summer—and pictures of his incredible experience—are at www.kens-bikeride.com. Levitt-Furst Associates, Ltd. is the Insurance Manager of The Builders Institute (BI)/Building and Realty Institute (BRI). The firm is based in Yonkers.

IMPACT: When did you start planning this journey?

Furst: When I was 24 I cycled from San Francisco to Los Angeles along Route 1. It was at that point that I dreamed of one day biking across the country. But I forgot about that dream and got caught up in my career and family. Then, three years ago, when I started thinking about my impending 50th birthday, this goal came back to me. So I went out and bought a bicycle and spent the last three years building up to this.

IMPACT: Where did you start from and why did you take the route you took?

Furst: The most basic rule of biking across this country is that you want to have the trade winds at your back, so it is much more enjoyable to bike West to East. On Father’s Day, I started in Anacortes, Washington, the official starting point of the Northern Tier cycling route across the U.S. I cycled

through the beautiful Cascade Mountains in Washington and Glacier National Park in Montana, and stayed on the Northern Tier Route for two weeks until I hit Harlem, Montana. It was there that I hit my first destination, which was a memorial for my best friend from college, who was killed in an Air Force Training Exercise in 1992. I then left the published route and improvised so that I could visit Mount Rushmore in South Dakota, Field of Dreams in Iowa, and see old friends in Indianapolis and Cleveland.

“Except for the first two nights of my journey, nothing else was planned.”

IMPACT: Did you camp out along the way and did you have pre-determined locations where you were going to sleep?

Furst: Except for the first two nights of my journey, nothing else was planned. Each night I would study maps and determine possible destinations for the next day. I camped out six nights. I stayed in motels and hotels 20 nights. For 12 nights, I was able to stay with friends or friends of friends, or even friends of friends of friends! However, the highlight was the nine nights that I stayed with strangers through a website called Warm Showers. Through this site, I met families that open their homes to cyclists going across the country. I met amazing people and

heard great stories this way.

IMPACT: Any scary experiences?

Furst: None with people. The people I met were always exceptionally welcoming and open. However, cycling on the roads was a lot more dangerous than I had predicted. The trucks out west go 70-to-80 miles per hour on these back roads, and there isn’t always a large shoulder to cycle on. I got run off the road once and had many other close calls. But thank God I had a safe journey. Unfortunately, along the way, I heard many sad stories of cyclists that were not as fortunate.

IMPACT: How has the acclimation back into your routine been?

Furst: It has been a very strange experience. Within minutes of being with my family, I felt like I never left. And getting back to work at Levitt-Furst was delayed by the 2,000 balloons my employees filled my office to the ceiling with. But once I popped all those balloons, I was back and running. The trip, in my mind, seemed like it happened 100 years ago. I feel great for accomplishing what I set out to do. However, I feel disappointed that the emotions from the experience are hard to recollect. Luckily I have a ton of pictures that help me remember what an experience it was!



Ken Furst, pictured above, cycles along one of the many roads he encountered during his journey.



Ken Furst takes a break from his journey.

Conference to Review BRI’s New Contract with Local 32-BJ

By Jeff Hanley, IMPACT Editor

WHITE PLAINS – “A Review of the Building and Realty Institute’s (BRI’s) New Labor Contract with Local 32-BJ Service Employees International Union” is the topic of the Nov. 18 seminar of the BRI’s Collective Bargaining Group (CBG).

The meeting is scheduled for a 6:30 p.m. start. It will be at The Crowne Plaza Hotel in White Plains.

Matthew Persanis, Esq., chief labor counsel for the BRI and its lead negotiator during its recent negotiations with Local 32-BJ, will be the keynote speaker at the event.

Event officials said that Persanis will thoroughly review the series of changes to the BRI’s new contract with Local 32-BJ. The agreement, which runs from Oct. 1, 2014 through Sep. 30, 2018, was reached at approximately 5:30 p.m. on Sep. 30, the

final day of the 2010-2014 contract between the two entities.

The settlement, viewed by realty industry officials as a victory for the BRI and its Employer Members, capped two months of intense negotiations between the BRI and Local 32-BJ. Employer Members of the BRI will face Wage Increases of 9.27 percent over the four-year life of the contract.

BRI officials termed those increases as “fair and reasonable” to both parties. The increases are far below those agreed to by the Realty Advisory Board (RAB) in New York City and the increases reached between The Co-op City Complex in the Bronx and Local 32-BJ, realty industry officials added.

Event officials said that Persanis will analyze all financial changes to the agreement, as well as the series of Language Revisions. All of those changes are viewed as positives for

the building and realty sector, realty industry officials said.

More than 430 buildings and complexes compose the BRI’s CBG. The BRI bargained on behalf of its Realty Component Councils – The Advisory Council of Managing Agents (ACMA), The Apartment Owners Advisory Council (AOAC) and The Cooperative and Condominium Advisory Council (CCAC). Local 32-BJ represents thousands of building service workers in the New York metropolitan area.

Advance reservations for the seminar are now being accepted at the BRI offices, at (914) 273-0730. Reservations are also being accepted through jeff@buildersinstitute.org.

The BRI is a building, realty and construction industry membership organization. The association has more than 1,400 members in 14 counties of New York State. Those

members are involved in virtually every sector of the building, realty and construction industry. Founded in 1946, the BRI is based in Armonk.

Editor’s Note: A full report on the BRI’s new Labor Contract with Local 32-BJ begins on page one.

Plan for Winter Now—Why Bother?

INSURANCE INSIGHTS

By Ken Furst and Jason Schiciano, Levitt-Furst Associates



YONKERS—The leaves are falling, temperatures are dipping into the 30's at night, and many of us have turned our thermostats from "Cool" to "Heat."

But, of course, the most telling sign that summer is over and winter is around the corner is that the monthly meetings of The Builders Institute (BI)/Building and Realty Institute (BRI) have resumed!

While the memories of last summer are still easily recalled, I challenge you to think back a little further, to last winter, one of the coldest and snowiest in recent memory. That winter weather will be back soon, and, with it, many winter-specific insurance claims that insurance brokers can predict every year, with much more accuracy than the weather forecast on the local news.

As a Homeowner, Commercial Property Owner, Condo/Co-op Board, Managing Agent, etc., there are a number of preventive steps that you can take to help minimize your chances of having to file an insurance claim this year, including:

- **Reviewing Your Snow Removal Contract, Carefully:** If you or your building employ a contractor to plow/shovel snow from your driveway, parking lot, and/or

walkways, and apply snow-melt, you may be signing a contract or agreement for the services. Read the contract carefully. In addition to addressing when and how often the contractor will plow the snow, etc., there may be language pertaining to insurance and responsibility for accidents. Ideally, the contract should: 1) require that the contractor maintain at least \$1,000,000 of General Liability Insurance; 2) name you (the home or building owner) as an "Additional Insured"; and 3) provide you with indemnification for claims of bodily injury or property damage, arising out of the contractor's work or negligent acts.

Why bother? Too often, we sign contracts without taking the time to read what they say. This haste can have dire consequences when it comes to snow removal contracts. If someone falls on snow/ice at your property, and is injured, you could be held liable (especially in New York State). The contractor, having the contractual obligation to remove the snow/ice, may bear some or all of the responsibility for such a claim. However, without proper language in the contract, wherein the contractor agrees

to additionally insure, and indemnify the property owner, the property owner may be held liable. Yes, absent protection from your contractor's insurance, your liability insurance will likely respond to such claims, but, your insurance premiums will likely respond too, by going up!

- **Have Gutters Cleaned by an Insured Contractor:** If your home or building has gutters, have them cleaned in the late fall, after all of the leaves have fallen, by a qualified, insured contractor (make sure the contractor names you Additional Insured and provides indemnification).

Why bother? Two words: Ice Damming! Leaves and debris in gutters can clog leaders (downspouts). When snow/ice piles-up on your roof, and then eventually melts, if the water cannot exit via the leaders, it fills the gutters. When temperatures drop again, the water in the gutters freezes. As the cycle continues, with the gutters filled with ice (creating a "dam"), when additional roof ice/snow melts, the water has no place to go, so it piles-up on top of the gutter, and eventually backs-up and pushes under roof singles, and then enters your home/building. Leaves and debris in

gutters can also flow down leaders, and clog drainage pipes in your foundation, eventually causing leaks which can cause water to enter your basement.

- **Shut-Off Outside Faucet/Hose Water Supply Lines:**

If your home or building has outside water faucets (for hose connections), be sure to turn-off the valve within the home/building that supplies the hose bib (i.e. the water line that leads to the outside faucet). After shutting-off the water supply, turn on the outside faucet to bleed the pipe.

Why bother? Water supply lines filled with water and exposed to freezing temperatures can freeze, causing expansion, and then burst, filling the interior of your home or building with hundreds of gallons of water behind the walls.

- **Have Your Chimney Inspected and Cleaned by An Insured Contractor:** If you have, and enjoy using, a wood fireplace to warm-up your home in the winter, have your chimney inspected by a qualified, insured contractor (make sure the contractor names you Additional Insured and provides indemnification).

Why bother? Over time, wood-burning fireplaces cause soot, and a flammable chemical called creosote, to build-up in your chimney. Poorly maintained chimneys can cause fires and/or smoke damage. (If you have a gas fireplace, you should have your burner system and chimney inspected to insure proper operation and ventilation).

- **Beware of Portable Heaters:** If you don't have a fireplace, and/or need a "local" heat source to keep your tootsies warm during the winter, you may end-up plugging-in a portable electric heater (or "space heater"). If so, consider purchasing a newer unit, with built-in safety features, rather than your grandmother's, which has been sitting in your attic, basement, or garage since the Nixon Administration of the 1970's. If all you have is an old unit, with brittle wire, and an exposed heating element, do yourself and your family a favor—grab some blankets for the night, and plan to go to Home Depot over the weekend.

Why bother? Not a winter goes by without a story about a home or apartment fire caused by a portable electric heater. Unfortunately, they often hap-

pen at night, and are often deadly. Portable heaters that cause fires are most often old, and lack the safeguards built-in to today's units.

- **Set Your Thermostats When Going on Vacation:**

If you'll be traveling during winter holidays and school vacations, be sure to keep your heat on and your thermostat set to around 60 degrees.

Why bother? If your thermostat is set too low - or worse, left "off" - and the temperature outside falls below freezing, eventually the temperature in the spaces behind your walls where your water pipes are located can also dip below 32 degrees, allowing your pipes to freeze, and then leak or burst.

- **Buy Snow-Melt Now!** We're starting to see them! The pallets of salt or ice-melt at gas stations and home improvement centers. Do yourself, or your building, a favor and stock-up now.

Why bother? With the first weather forecast for snow and/or ice, guess who's going to be rushing-out to buy snow/ice melt products? Everyone! Don't be the one running all over town in search of a suddenly scarce commodity. If you're responsible for salting walkways and stairs to insure the safety of those who live at, or visit, your home or building, make sure the snow/ice melt product is available when you need it. Failure to do so could lead to injuries—and yes, lawsuits (followed by increased insurance premiums.)

- **Give Notice!** Landlords, building boards, and managing agents—consider including a "Winter Preparations Reminder Notice" annually with a fall billing statement (and posting the notice around the building). The notice can include relevant topics in this article, as well as others specific to the building.

Winter's coming. Plan now! Why bother? "An ounce of prevention..."

For more information on winter preparation tips for your home, building, or business, to safeguard your property, and avoid liability, contact your insurance broker or Levitt-Furst Associates at (914) 376-2500.

Editor's Note: Levitt Furst Associates is the Insurance Manager for The Builders Institute (BI)/Building and Realty Institute (BRI) of Westchester and The Mid-Hudson Region. The company is based in Yonkers.

Addressing the Process of Choosing a Managing Agent

Continued from page 5

evaluate contracts for services, such as landscaping, Common Area maintenance and repairs; compile and maintain vendor lists; obtain competitive bids for projects when requested; maintain the Board's records; provide competent management and oversight

views, where possible. This helps make sure that every Board member has direct, first-hand knowledge and access to all of the information about each candidate.

The Board should require that both a principal of the proposer and the specific manager that would be assigned

well. Some Boards also make unannounced visits to the offices of the prospective agents so that they can see the "real life" workings of the office on a "normal day."

If the Board has any questions or requires any additional information or explanation from a potential Managing Agent after either reviewing the proposal or following the interview, they should certainly follow-up with the candidate before making any decisions.

A detailed RFP helps insure that the Board receives proposals that are all based on the same clearly understood scope of work. Having clear communication with the Property Manager right from the beginning eliminates confusion and is essential to a good working relationship.

Editor's Note: The authors are attorneys with Finger and Finger, A Professional Corporation. Finger and Finger, based in White Plains, is Chief Counsel to The Builders Institute (BI)/Building and Realty Institute (BRI) of Westchester and The Mid-Hudson Region.

Having clear communication with the Property Manager right from the beginning eliminates confusion and is essential to a good working relationship.

of routine maintenance contracts; and oversee routine contracts, monitor the progress of the work, and verify that the work is completed as scoped and budgeted.

The entire Board should review all proposals submitted and meet to discuss the proposals before deciding which potential Managing Agents the Board would like to interview. In addition, the entire Board should be present at all inter-

views, where possible. This helps make sure that every Board member has direct, first-hand knowledge and access to all of the information about each candidate.

Meeting or talking to other employees of the Managing Agent—including possibly the comptroller and/or the "back office" staff—may be helpful as

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Development Study:

Ginsburg Breaks Ground on \$100 Million River Tides at Greystone Luxury Rentals

Yonkers Project Marks Debut of New GDC Rentals Brand

YONKERS—Construction of one the largest residential developments to be built in Yonkers in recent years got underway on Oct. 21.

Yonkers City officials joined with executives of Ginsburg Development Companies (GDC) to break ground for River Tides at Greystone, a new \$100 million, 330-unit luxury rental complex overlooking the Hudson River.

Located just a short walk from the Greystone Metro-North Station, River Tides at Greystone will set a new standard for luxury rental living in Westchester County, officials said. The development will offer Manhattan-style finishes and amenities, as well as breathtaking views of the Hudson River and the Palisades, officials added.

The debut of River Tides at Greystone marks the launch of Ginsburg's new GDC Rentals Brand of luxury rental apartment buildings, GDC officials said.

"Set against the backdrop of one of the most spectacular views in North America, we are extremely excited to break ground on River Tides, which will become a flagship property of the new GDC Rentals Brand," said Martin Ginsburg, principal of GDC, which currently has riverfront luxury rental communities under way with Riverside in Haverstraw and Harbor Square in Ossining.

Specifics

Designed in a stunning contemporary architecture with expansive exterior corner walls of

glass, the 10-story River Tides at Greystone will feature a mix of studio, 1-bedroom, 2-bedroom and 3-bedroom units, many with direct views of the Hudson.

Luxury amenities include full concierge service; an elegant two-story lobby; an elegant club lounge; a fitness and wellness center with available personal trainers, yoga classes and spa treatments; and a spectacular resort-style swimming pool and deck with cabana seating, seven barbeque stations, playground and outdoor firepit lounge. The apartments will feature stainless steel appliances, Euro-style cabinetry, stone countertops, bay windows and terraces, many with river views.

Located in a quiet residential neighborhood near the picturesque Untermyer Park, River Tides at Greystone will have a direct walkway to the Greystone Metro-North Station, which is just a 30-minute commute to Grand Central, officials said.

"There are absolutely no residential rental buildings in Westchester to compare with what we are offering at River Tides at Greystone," Ginsburg said. "We are taking luxury rentals to a new level of elegance and resort-style living. We anticipate a broad market for the apartments at River Tides, from singles and young couples who are not yet ready to purchase a home, to New York City rail commuters, to empty nesters who want a truly exciting residence where they can live in a resort-like environment all year long." First residential occupancy is expected in the fall of 2016, officials said.

GDC has owned the site in the Greystone section of Yonkers since the 1970's, a neighborhood where the firm previously built more than 600 rental and condo units. "This is our prime site in the neighborhood. Until now all of the factors didn't come together to develop it," Ginsburg said.

Positives from the City

"The City of Yonkers is delighted that Martin Ginsburg's commitment to invest in our city has never wavered and today we welcome the beginning of River Tides, a project that will certainly establish Greystone as one of the premier apartment neighborhoods in Westchester," said Yonkers Mayor Mike Spano at the groundbreaking. "We are particularly pleased that River Tides will have its own walkway to the Greystone Station of the Metro-North Railroad, reflecting our commitment to Transit-Oriented-Development."

GDC officials said that River Tides at Greystone is receiving

benefits from the Yonkers Industrial Development Agency (IDA) that include \$3.7 million in mortgage recording tax and sales tax exemptions.

"The public-private partnership between GDC and our IDA demonstrates the willingness of our city to work with the private sector to stimulate investment in Yonkers," said Spano. "This property, which has been taxed as vacant land for decades, will now become an important addition to the city's tax base."

Project officials said that, in addition to generating new tax revenue for Yonkers, River Tides at Greystone is expected to create more than 300 construction jobs over a period of two years.

Background

Westchester County-based GDC has been the leading builder of luxury townhome condominiums in the northern suburbs of New York City over the last several decades, officials said. River Tides at Greystone, along with the on-

going construction of Harbor Square in Ossining and Riverside in Haverstraw, represents a new company focus on building luxury rental apartments, officials added.

Founded in 1964 by Ginsburg, GDC is a premier residential developer in the northern suburbs of New York City. With 50 years of experience and market leadership, GDC has built many of the region's most successful and prestigious luxury developments, many with a Hudson River and/or transit-friendly focus, including:

- Harbors at Haverstraw
- Livingston Ridge in Dobbs Ferry
- Ichabod's Landing in Sleepy Hollow
- Mystic Pointe in Ossining
- Marbury Corners in Pelham
- Christie Place in Scarsdale

GDC's developments have won numerous design and community planning awards, company spokesmen said. In addition, GDC owns and manages a portfolio of commercial properties that are primarily in Westchester County.

GHP Office Realty Announces Greenwich Transactions

GREENWICH, Conn.—GHP Office Realty, LLC recently announced that it has signed new leases totaling 4,850 square feet of office and retail space at 79 East Putnam Avenue in Greenwich.

The 18,000 square foot, mixed-use building, also known as the Outdoor Traders Building, is now 100 percent leased, officials said.

Jamie Schwartz, executive vice president of GHP, said: "The Outdoor Traders Building is a landmark address in the Greenwich Central Business District. GHP's capital investment to refurbish the common areas, both inside and outside the building, have resulted in the building being 100 percent occupied. The building boasts ample street and on-site parking, as well as retail spaces that have great visibility on East Putnam Avenue (Route 1)."

Schwartz represented the owner in the following transactions:

- Davidoff Cigar Lounge, LLC, teamed up Davidoff Lounge and The Tobacconist of Greenwich to open the first private cigar smoking experience in the heart of Greenwich, leasing 2,650 square feet at the building. The extremely "high-end" cigar lounge will have elegant, handmade furniture, big screen TV's and the world's finest selection of cigars and cigar accessories. It will also have a 1,200 square foot Members Only Room, Conference Room, Art Gallery and Wine Lockers for members. Ron Brien of Alliance Realty Group represented the Davidioff Cigar Lounge.
- Caanan and Company leased 1,114 square feet of office space on the second floor. Caanan and Company specializes in Global Enterprise IT & Analytics and provides IT solutions for companies.
- Natalia Huang Piano Studio, LLC, a piano teaching school, rented 685 square feet on the second floor of the building for its second school. Its original school is in Manhattan. Peter Simpson of Greenwich Land Company Inc. represented the tenant.
- Torrence Capital LLC, a financial investment firm, leased 551 square feet of office space on the second floor.

GHP Office Realty was formed in 1999. It is headed by its principal owners, Andrew Greenspan, James J. Houlihan, James G. Houlihan and Howard Parnes. The company is a leader in the commercial real estate market in the New York metropolitan area. It specializes in the acquisition, leasing and management of office, retail, flex and industrial properties in the suburban markets of the tri-state area, company officials said.

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GHP Office Realty Reports Sale of Stamford Facility

STAMFORD, Conn.—GHP Office Realty, LLC recently announced the sale of a 65,000 square foot, Class A office building at 30 Buxton Farms Road in Stamford for \$13,475,000.

The property is at Exit 35 of the Merritt Parkway/CT-15 and High Ridge Road. The building is 90 percent occupied by 14 tenants, ranging from medical

offices to the financial industry. The seller, GHP Buxton, LLC, was represented by GHP Office Realty, LLC. The \$13,475,000 sale was arranged by Andrew Greenspan and James J. Houlihan. The purchaser, MSIH, LLC, a Connecticut-based home building company, was represented by Corey R. Gubner, Ted Grogan and Greg Romano of RHYS,

LLC, officials said. The seller's attorney was Elizabeth Smith, Esq. of Goldberg Weprin Finkel Goldstein LLP. The purchaser's attorney was Kenneth M. Gammill, Jr. of Gilbride, Tusa, Last and Spellane LLC. The 30 Buxton Farms Road facility was purchased by the principals of GHP Office Realty and a group of private investors in 2007 for

\$8,000,000, officials added. Hobbs Incorporated, a New Canaan (Conn)-based home building company, will be relocating its headquarters into the remaining vacant space in the building. Over the last three generations, Hobbs Incorporated has developed a proven methodology for building and has won numerous HOBI Awards from the Home Build-

ers and Remodelers Association of Connecticut, Inc., company officials said. GHP Office Realty is the office building division of Houlihan-Parnes Realtors, LLC. Houlihan Parnes Realtors is one of the New York area's leading owners, operators and purchasers of suburban New York commercial and office space.

A Look at How “A Team Approach” Produced Success

Continued from page 2

- A Development Study that summarizes one of the largest residential developments to be built in Yonkers in recent memory. City officials recently joined with executives of Ginsburg Development Corporation (developer) to break ground for River Tides at Greystone, a new \$100 million, 330-unit luxury rental complex overlooking the Hudson River.
- A page one report reviewing a recent judicial decision that found a Long Island Village's Zoning Plan to be discriminatory. The summary - written by Anthony S. Guardino, Esq., a partner with Farrell Fritz of Hauppauge (L.I.) – reviews how the U.S. District Court for the Eastern District of N.Y. has ruled that the Village of Garden City and the

- village's Board of Trustees violated the federal Fair Housing Act (FHA) based on “theories of disparate treatment and disparate impact.”
- A report on the BRI's involvement in the Oct. 27 Expo/Trade Show of The Westchester/Hudson Valley Chapter of the American Institute of Architects (AIA). A photo montage is featured in the summary.
 - Articles from The National Association of Home Builders (NAHB) reviewing sales of newly built single family homes and the recent confidence levels of builders/developers.
- Those reports, combined with others in this edition, make for a positive reading experience. Enjoy. And, that also goes for the remainder of the fall!

Annual Holiday Party of BRI Set for Dec. 5

By Jeff Hanley, IMPACT Editor
RYE BROOK – The Building and Realty Institute (BRI) recently announced the scheduling of its Annual Holiday Party.
The program, one of the most popular Social Events of the BRI, is scheduled for Friday, Dec. 5, at the Doral Arrowwood Complex in Rye Brook. The event will begin at 7 p.m.
Event officials said that the cost of the party is \$75 per person.
“Our members have told us that they are looking forward to the new location for this popular program,” said Eric Abraham, president of the BRI. “Doral Arrowwood is an excellent facility and we are sure that our members will be happy with the venue.”
Albert Annunziata, executive director of the BRI, added that “four hours of fine food, music and good company will be the order of the evening.”
“The party has become a popular tradition of the BRI and we are happy to be coordinating this event once again

for our members, as well as for members of the building, realty and construction industry,” Annunziata said. “Those attending will be in for a special treat.”
Annunziata added that reminders on the party will soon be sent to BRI members.
A link leading to full details on the program can be found on the Home Page of buildingandrealtyinstitute.org. Reservations can be made through the link, event officials said.
Event officials are stressing that reservations for the party should be made as soon as possible, due to its popularity among the BRI's membership. Event officials added that the absolute deadline for reservations is Thursday, Dec. 4, at noon.
The BRI is a building, realty and construction industry membership organization. The association, based in Armonk, has more than 1,400 members in 14 counties of New York State. BRI members are involved in virtually every sector of the building, realty and construction industry, association officials said.

TECH TALK

Mobile Phones over Desktops? It Has Happened!



By Andrea Wagner
Wagner Web Designs, Inc.

DANBURY, Conn. —Are you Mobile Yet?
The use of mobile phones is now more common than the use of a desktop. From a web designer's standpoint, the horizontal palette of a web browser just got turned on its head is now a linear canvas.
From a user's standpoint, the less type you have, the easier it is to read. The navigation that goes across the top of the page now becomes large buttons on the phone.
Video and images are replacing long paragraphs of text to get your message out. A phone number automatically places a call at your touch. Your map app opens when you select the map icon.
The good news is that developing a mobile website is not expensive. If you already have a website, it's easily convertible to a mobile site. A code gets placed in your website which redirects the user to either site, depending on their device. I'm offering a seven-day, free trial for IMPACT readers. Contact me at the below number if you are interested!
Speaking of phones, here is a list of five amazing new free apps:

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- Imagine a morning plagued by traffic. Your cellphone uses the traffic app, Waze, to interact with your calendar. Seeing a traffic jam, Waze automatically updates your alarm to ring 20 minutes early, saving you from being late to work. This simple, unlimited, instant file transferring app will make file sharing easier than ever before.
 - Send Anywhere is a globally recognized file sharing service that has topped millions of downloads on Windows Phone, Android, iOS, Chrome, and Amazon.
 - MyRoll is an intelligent mobile gallery app that displays all your best photos as 'moments', automatically organizing your snaps based on its analysis of the make-up of each photo. It prioritizes shots that are in-focus, contain smiling faces, bright colors, etc.
 - Hours is a time-tracking app. While anyone with a need to manage multiple timelines will find this useful, it's perhaps more directly aimed at those working in the project management realm.
 - Google Analytics, a popular site that tracks your visits to sites, now has its own app! It lets you access all of your Web and data as usual, but now it's packaged in a mobile-friendly format for Apple devices. You can view page-view figures and real-time reports of traffic by region, source and more.
- Editor's Note: Andrea Wagner is President of Wagner Web Designs, Inc. The firm has specialized in small business websites since 2007. Need a website, mobile, or a responsive website, or just a question answered? Contact Wagner at (914) 245-2626.**

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