



AGENDA
AUGUST 3, 2016
BOARD OF TRUSTEES
VILLAGE OF BRIARCLIFF MANOR, NEW YORK
REGULAR MEETING – 8:00 PM

Board of Trustees Announcements

Village Managers Report

Public Comments

1. Authorize Village Manager to Execute a Professional Services Agreement with A1 Computer Services for Managed Computer Services

2. Minutes
 - July 6, 2016 – Regular Meeting
 - July 20, 2016 – Regular Meeting

NEXT REGULAR BOARD OF TRUSTEES MEETING – AUGUST 17, 2016

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
AUGUST 3, 2016

- 1. AUTHORIZE VILLAGE MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH A1 COMPUTER SERVICES FOR COMPUTER MANAGED 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 A1 Computer Services for Computer Management Services from June 1, 2016 through May 31, 2017 in the amount of \$21,540 annually (\$1,795 monthly).



**Managed Service Agreement
For
Village of Briarcliff Manor**

**Prepared for: Village of Briarcliff Manor
Prepared by: Charles Spagna**

A1 Computer Services Managed Service Agreement

This A1 Computer Services Agreement ("Agreement") is made this ____ day of _____, 20____ by and between **Village of Briarcliff Manor**("CLIENT") located at 1111 Pleasantville Road Briarcliff Manor NY, 10510 and A1 Computer Services. ("A1"), located at 590 Commerce Street, Thornwood, NY 10594.

WHEREAS, A1 is a provider of IT Consulting, Network Support Services, Security and Networking solutions;

WHEREAS, CLIENT desires to contract with A1 for the provision of A1 Computer Managed Services Agreement;

NOW THEREFORE, for and in consideration of the premises contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

PERIOD OF SERVICE

This Agreement shall be effective as of the June 1st of the year, execution by CLIENT unless sooner terminated in accordance with the terms hereof, and shall be for an initial term of **twelve (12) months** ending May 31 of that year. CLIENT and A1 reserve the right to review this agreement annually.

PURCHASE PRICE

CLIENT is purchasing A1's Managed Services under this Agreement for the purchase price outlined in Appendix C. **Said purchase price shall be paid in monthly installments with the first installment due upon execution of this agreement. Each payment thereafter shall be due the first day of each calendar month.** Services provided hereunder shall be assessed against this Account as provided herein.

CHARGES FOR SERVICE

- a) Services shall be charged against the Account in accordance with the terms and conditions as outlined in Appendix C.
- b) Any supplemental services provided by A1 which are outside the terms of this Agreement, including but not limited to, any maintenance provided for services in excess of the Account purchased herein, shall be charged to CLIENT as an additional charge in accordance with the terms and conditions as outlined in Appendix C. **Any additional billing charges will be invoiced at the end of each month, with payment expected within thirty (30) days, unless otherwise specified by A1.**
- c) CLIENT is understood to be a tax exempt entity.
- d) A1 reserves the right to refuse or suspend service under this Agreement in the event CLIENT has failed to pay any invoice within sixty (60) days of said invoice date, unless disputed in writing, whether it is an invoice for services provided under this Agreement or any other agreement between the parties.

SERVICE RESPONSIBILITY OF A1

It is the responsibility of the CLIENT to promptly notify A1 of any events/incidents that could impact the services defined within this agreement and/or any supplemental service needs, and for A1 to respond in a timely manner via phone, email, remote access, and/or on-site services as defined below.

a) A1 will provide remote and/or on-site services under the following conditions using the following billing rates outside the scope of work on the contract.

Monday-Friday 8:00 AM – 9:00 PM	\$110/hr
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Monday-Friday 9:01 PM – 7:59 AM	\$135/hr
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Weekends and Holidays	\$150/hr
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b) If services are requested by the CLIENT outside of normal business hours, A1 shall provide such service subject to the availability of its representatives, according to the terms and conditions set forth in this Agreement. Additional costs for services MUST be approved by Treasurer or the Village Manager unless deemed an emergency.

c) A1 shall monitor, advise, and provide supplemental services as defined in this agreement during business hours, and in accordance with A1's Managed Service policies then in effect. A1 shall provide scheduled remote and onsite support services in accordance with this agreement. A1's representatives shall have and the CLIENT shall provide full access to the Network in order to affect the necessary monitoring and/or supplemental services. All services defined in this Agreement shall be provided during regular business hours, unless otherwise specified as stated above.

d) A1 shall be obligated to provide service only at the Service Site(s) defined in this agreement as outlined in Appendix A. If the CLIENT desires to relocate, add or remove locations, the CLIENT shall give appropriate notice to A1 of its intention to relocate sixty (60) days in advance. A1 reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by the CLIENT. Such right includes the right to refuse service to Network at the relocation and/or new site.

e) A1 is obligated to provide CLIENT with Service Agreements higher-priority response for emergency as well as non-emergency service requests.

CLIENT RESPONSIBILITIES

a) CLIENT shall provide adequate workspace, heat, light, ventilation, electric current and outlets, internet, remote access, and long-distance telephone access for use by A1's representatives.

b) CLIENT agrees that it will inform A1 of any modification, installation, or service performed on the Network by individuals not employed by A1 in order to assist A1 in providing an efficient and effective Managed Service support response.

c) CLIENT will designate a managerial level representative to authorize all Managed Service support services. Whenever possible, said representative shall be present whenever an A1 service representative is on-site. This contact information shall be outlined in Appendix A, and it is the CLIENT's responsibility to inform A1 of any changes made to this representation thirty (30) days in advance. No additional purchases or non-emergency services without a fully executed purchase order will be accepted.

SCOPE OF MANAGED SERVICE SUPPORT AGREEMENT:

This Agreement is designed to provide the Account with centralized, proactive monitoring supplemental services for certain Networking Systems. This Agreement includes:

LOCATION(S): Specific location(s) to be covered by this agreement can be found in Appendix A.

SERVICE LIMITATIONS

In addition to other limitations and conditions set forth in this Agreement, the following service and support limitations are expressed:

- a) Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of this agreement. A1 will provide consultative specification, sourcing guidance and/or Time and Material/Project offerings.
- b) Except as otherwise stated in Appendix B of this agreement all Server, Network Device and Software upgrades and third party annual support contracts are outside the scope of this agreement.
- c) Manufacturer warranty parts and labor/services are outside the scope of this agreement. A1, however, will assist in resolution of warranty issues and maintenance of said agreements. A1 to provide advanced notice or server reboots and make every effort to schedule said reboots at the end of the CLIENT'S business day or after hours if possible.
- d) Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes. A1's support services within this agreement are predicated upon the CLIENT'S support and commitment to providing time/scheduling for network device reboots with its staff and/or users support.
- e) Application software support is limited to the manufacturer's products listed in Appendix B: Printer maintenance support is limited to non-warranty servicing of printer products listed in Appendix B.
- f) Virus mitigation within the scope of this agreement is predicated on CLIENT satisfying recommended backup schemes and having appropriate Anti-Virus Software with current updates. A1 is to provide to the CLIENT information on the latest and most effective anti-virus solutions should a change be warranted.
- g) Restoration of lost data caused by systems/hardware failure is outside the scope of this agreement.
- h) This agreement and support services herein are contingent on CLIENT'S permission of A1 having secure remote access into CLIENT'S network (e.g. VPN, Citrix/AccessIT, Telnet, SSH, RAS or other solution expressly approved by A1). Depending on the remote access solution used, additional charges may apply to the contract.
- i) Support services required or requested outside the scope of this agreement may not be exchanged for days or services within this agreement. Outside of scope support services are available and will be provided on either a Time and Material, or Project basis.

WARRANTIES AND DISCLAIMERS

A1 makes, and the CLIENT receives, no warranty, express or implied, and all warranties of merchantability and fitness for a particular purpose are expressly excluded. In no event shall A1 or any of its Directors, Employees or Other Representatives be for any special, incidental, indirect, or consequential damages of any kind including, without limitations, those resulting from loss of data, income, profit, and on any theory of liability, arising out of or in connection with the services or use thereof even if it has been advised or has knowledge of the possibility of such damages.

The CLIENT shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which the Network is to function.

INDEMNIFICATION

CLIENT hereby agrees to indemnify and defend at its sole expense:

A1, its employees, agents, representatives, directors and shareholders, from and against any and all claims arising out of or based upon CLIENT'S misuse of all services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement. It is understood that for purposes hereof, all software installed or supplied to CLIENT by A1 shall be licensed to the CLIENT to be used in accordance with said license. In addition, A1 agrees to use its best efforts to monitor report and disable the unauthorized use of any software produce supplied or installed to CLIENT and to report any such conduct or activity to CLIENT as soon as possible.

CONTRACT TERMINATION

A1 and/or CLIENT shall have the right to terminate this Agreement under any of the following conditions:

- If one of the parties shall be declared insolvent or bankrupt.
- If a petition is filed in any court and not dismissed in ninety days to declare one of the parties bankrupt and/or for a reorganization under the Bankruptcy Law or any similar statute.
- If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for one of the parties
- If the CLIENT does not pay A1 within thirty (30) days from receipt of A1's invoice and/or otherwise materially breaches this Agreement.
- If A1 fails to perform its obligations under this Agreement and such failure continues for a period of thirty days after written notice of the default, the CLIENT shall have the right to terminate this Agreement.
- Either party may terminate this Agreement upon thirty days (30) written notice. Upon termination, all hardware and software installed by A1 that was required to conduct network support services are the property of A1 and will be surrendered and returned to A1 at end of the agreement.

REMEDIES

In the event CLIENT terminates this Agreement for any reason other than a breach of the terms herein, CLIENT shall be entitled to a refund of any monies extended in advance of the month or part thereof for which services by A1 were last performed.

INDEPENDENT ENGAGEMENT / NON-HIRE

Because employees are one of our most valuable assets, policy and professional ethics require that our employees not seek employment with, or be offered employment by any CLIENT during the course of engagement and for period of one (1) year thereafter. Your signature on this document confirms your organizations agreement to adhere to this professional standard of conduct. CLIENT acknowledges that A1 is involved in a highly strategic and competitive business. CLIENT further acknowledges that CLIENT would gain substantial benefit and that A1 would be deprived of such benefit, if CLIENT were to directly hire any personnel employed by A1. Except as otherwise provided by law, CLIENT shall not, without the prior written consent of A1, solicit the employment of A1 personnel during the term of this Agreement and for a period of one (1) year following expiration of this Agreement.

CLIENT agrees that A1 damages resulting from breach by CLIENT of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event CLIENT violates this provision, CLIENT shall immediately pay A1 an amount equal to 50% of employee's total annual compensation, as liquidated damages and A1 shall have the option to terminate this Agreement without further notice or liability to CLIENT. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs A1 would incur to identify, recruit, hire and train suitable replacements for such personnel.

CONFIDENTIALITY

This Confidentiality, Privacy and Compliance portion of this Agreement is in addition to other terms and conditions set forth in any and all contracts currently existing or hereafter created between CLIENT and A1 this agreement shall under no circumstances be deemed to alter any such contract except as specifically provided below. A1 acknowledges that in the course of providing services to said CLIENT, A1 may learn from CLIENT certain non-public personal and otherwise confidential information relating to said CLIENT, including its customers, consumers or employees. A1 shall regard any and all information it receives which in any way relates or pertains to said CLIENT, including its customers, consumers or employees as confidential. A1 shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve CLIENT or as expressly and specifically permitted in writing by said CLIENT or as required by applicable law. Said CLIENT acknowledges that it also has responsibility to keep records and information of its business, customers, consumers, and employees, confidential. Said CLIENT also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by A1 or which comes to its attention during the course of business and provided under this agreement constitute valuable assets of, and confidential and/or proprietary to A1. This provision shall survive termination of this Agreement and any other agreements between CLIENT & A1.

GENERAL PROVISIONS

- a) Sole Agreement: This Agreement constitutes the entire and only understanding and agreement between the parties hereto with respect to the subject matter hereof and, except as expressly set forth herein, maybe amended only by a writing signed by each of the parties hereto.
- b) Severability: If a court of competent jurisdiction determines that any terms or provision of this Agreement is invalid or unenforceable; such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall continue to be given full force and effect.

- c) Captions: The captions of the paragraphs of this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement or any of the provisions hereof.
- d) Binding Effect: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, legal representatives, personal representatives, administrators, successors, and permitted assigns, as the case may be.
- e) Waiver: Any failure of either party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived, but only if such waiver is in writing and signed by the other parties. Any such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or conditions shall not operate as a waiver of and/or set precedence with respect to any subsequent and/or other failure.
- f) Governing Law: Notwithstanding the place where this Agreement may be executed by any party, this Agreement, the rights and obligations of the parties, and any claims and disputes relating hereto shall be subject to and governed by the laws of the State of New York as A1 to agreements among New York residents to be entered into and performed entirely within the State of New York, and such laws shall govern all aspects of this Agreement. The parties agree to submit to the personal jurisdiction and venue of the state and federal courts in the State of New York, in the Judicial Circuit for resolution of all disputes and causes of action arising out of this Agreement, and the parties hereby waive all questions of personal jurisdiction and venue of such courts, including, without limitation, the claim or defense therein that such courts constitute an inconvenient forum.
- g) Assignment: This Agreement and the rights and duties hereunder shall not be assignable by either party hereto except upon written consent of the other.
- h) Force Majeure: A1 shall not be liable for any problems due to external causes beyond its control including, but not limited to, terrorist acts, natural catastrophe, fire, flood, or other act of God, and/or power failure, virus propagation, improper shut down of the Network and related Network Systems/Services.
- i) A1 will bring any new employee to the site, acclimate and introduce said person to the staff and environment so that they can perform required tasks in a timely and accurate manner unsupervised.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first below written.

ACCEPTANCE:

A1 Computer Services, Inc

Village of Briarcliff Manor

Signed: _____

Printed: _____

Title: _____

Date: _____

APPENDIX A – Site Support Locations

This agreement covers the following CLIENT locations:

Site Number	Address	Phone	Contact
1. Village Hall/Police/Fire			
2. Library/Recreation/Community Center			
3. Pool/Pavilion			
4. DPW			
5. Scarborough FD			

APPENDIX B – Device Identification & Preventative Checklist

This agreement is based on the following information agreed upon by you. Any changes to this information require an updated service agreement.

DEVICES SUPPORTED BY THIS AGREEMENT

All Equipment

APPENDIX C – Monthly Pricing Structure

The cost of the **Manage Service** program is based upon several key factors:

1. Base program cost that includes monitoring of specified devices. These are the devices that have been identified in Appendix B and the addendum which will require maintenance and support as determined by your organization's critical business functions (email, internet, file sharing etc).
2. Any additional servers or devices that exceed the device limit of the **Managed Service** Program.
3. Inclusion of any optional modules over and above the base program.
4. Total number of monthly pre-scheduled maintenance hours or block of hours that are required to maintain said devices, as determined by A1.
5. Any additional dispatch, support or emergency fees.

OPTIONAL PROGRAM MODULES

We have incorporated the following modules as part of the base program:

Module Name Module Summary

24/7 Emergency Support
LabTech for proactive network monitoring
Teamviewer for remote maintenance and support

MONTHLY PRESCHEDULED MAINTENANCE AND SUPPORT

The **Managed Service** program includes pre-scheduled onsite and/or remote support and maintenance. Based on the number of users and devices within your organization, A1 will commit to having a technician onsite or working remotely from our Network Operation Center on a scheduled basis to assist you with any IT related issues or questions. A1's scheduled day onsite at the Village will be every other Thursday of each month. We will also continue to handle other requests and needs – both proactive and reactive – with a mix of remote support and additional on site time.

Additionally, the labor to replace the first 5 PC's as part of the CLIENTS obsolescence program will be included. All PC's replaced after the 5th will be charged at the normal T&M rate as outlined in the contract.

Based on this information, the monthly program price for Village of Briarcliff Manor has been determined to be: \$21,540 summarized in the table below:

Program Components Component Cost

Base Program Fee: **\$21,540 (\$1,795 invoiced monthly in advance)**
Additional Servers / Devices \$
Optional Modules: \$

TOTAL FEE: \$21,540 (\$1,795 invoiced monthly in advance)

The Regular Meeting of the Board of Trustees of the Village of Briarcliff Manor, New York was held in the Village of Briarcliff Manor Village Hall, at 1111 Pleasantville Road, Briarcliff Manor, New York on the 6th of July, 2016 commencing at 8:00 p.m.

Present

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

Also Present

Philip Zegarelli, Village Manager
Christine Dennett, Village Clerk
Dan Pozin, Village Counsel

Absent

Mark Pohar, Deputy Mayor

Board of Trustees Announcements by Mayor Sullivan

- The Ambulance Corps is hosting a wet down for the new ambulance on July 23rd from 2pm-5pm.
- Family Fun Night is scheduled for July 8th at 6pm at the pool with a rain date of July 15th.
- Day Camp is underway and spots are still available in the Specialty Camps.

Village Managers Report by Village Manager Zegarelli

- The final Pavilion plans are 95% ready for bid.
- There is an uptick of work in the Building Department and the new staff is doing well.
- Con Edison will share the cost of paving Pleasantville Road. They will be working outside of normal hours to catch up with their current work.
- Hydrant Flushing will resume this week.
- No wheeled equipment is allowed on the Youth Center basketball court. Signs are being posted.
- The 2015-2016 FY is over and being closed out. The Audit is scheduled for next week.

Public Comments

There were no public comments

Award of Bid – Offsite Sanitary Sewer Improvements Including Holbrook Road Lift Station Project

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

WHEREAS the Village received 3 qualified bids for the Offsite Sanitary Sewer Improvements Including Holbrook Lift Station Project VM-1314-5; and

WHEREAS funding for this project will be charged to H8397.201.PPVM5; and

NOW, THEREFORE, BE IT RESOLVED that the bid for the Offsite Sanitary Sewer Improvements Including Holbrook Lift Station Project VM-1314-5 is hereby awarded to the lowest responsible bidder Foremost Development, LLC with their bid proposal of \$1,745,645; and

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with Foremost Development, LLC for said project.

Acceptance of a Donation from the Friends of the Library

The Board thanked all those that donated for their generosity and thanked the Friends of the Library for their work.

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

BE IT RESOLVED, that the Board of Trustees hereby accepts a donation in the amount of \$90,000 from the Friends of the Library for the purposes of including but not limited to the completion of the Reading Room at the Briarcliff Manor Public Library and Community Center Facility Complex.

Increase Revenue – Miscellaneous
(H0101.2770) by \$90,000

Increase Expenses – Community Center General Construction
(H1440.201.CCGC) by \$90,000

Change Orders

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

Authorize Village Manager to Approve and Pay Change Orders – F.A. Burchetta, Co., Inc. (Pump Station and Comfort Station)

BE IT RESOLVED that the Board of Trustees hereby approves the following change orders as recommended by the Village Manager for a total contract cost of \$417,929.11:

Change order 6 with an **INCREASE** in the amount of \$7,081.76 to construct a generator pad;

Change order 9 with an **INCREASE** in the amount of \$2,492.85 to run conduit and wire for additional SCADA signals to monitor generator status;

NOW THEREFORE BE IT FURTHER RESOLVED, the funds will be drawn from accounts H8397.201PPVM4 and H1440.201.PPCOM for the change orders totaling \$9,574.61 and the Village Manager is hereby authorized and directed to pay F.A. Burchetta Co., Inc. the amount so approved.

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

Authorize Village Manager to Approve and Pay Change Orders – Abbot & Price (Pump Station and Comfort Station)

BE IT RESOLVED that the Board of Trustees hereby approves the following change orders as recommended by the Village Manager for a total contract cost of \$830,461.10:

Change order AP-CO8 with an **INCREASE** in the amount of \$9,245.28 to furnish and install 4 ml. poly to cover all pumps, electrical equipment and entire interior surfaces of the pump station;

Change order AP-CO9 with an **INCREASE** in the amount of \$13,238.00 to provide additional backfill, grading, rip-rap, topsoil stabilization and vegetation mats along the retaining wall at the pump station;

Change order AP-CO11 with an **INCREASE** in the amount of \$4,326.84 to furnish and install extensions on six curb valve boxes at the pump station and two in the parking lot;

Change order AP-CO12 with an **INCREASE** in the amount of \$3,129.34 to furnish and install custom architectural grade metal grills at each toilet room below the windows;

Change order AP-CO13 with an **INCREASE** in the amount of \$10,493.14 to pay additional prevailing wage rate increases for all labor classifications from the bid date of April 2014 to the bid award date of May 2015;

NOW THEREFORE BE IT FURTHER RESOLVED, the funds will be drawn from accounts H8397.201PPVM4 and H1440.201.PPCOM for the change orders

totaling \$40,432.60 and the Village Manager is hereby authorized and directed to pay Abbot & Price the amount so approved.

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

Authorize Village Manager to Approve and Pay Change Orders – Frank & Lindy Plumbing (Community Center)

BE IT RESOLVED that the Board of Trustees hereby approves the following change orders as recommended by the Village Manager for a total contract cost of \$142,376.00:

Change order 5 with an **INCREASE** in the amount of \$2,750.00 to reinstall sloped sprinkler piping at the mezzanine level;

NOW THEREFORE BE IT FURTHER RESOLVED, the funds will be drawn from account H1440.201.CCPL for the change orders totaling \$2,750.00 and the Village Manager is hereby authorized and directed to pay Frank & Lindy Plumbing the amount so approved.

Village of Briarcliff Manor v. Trump Briarcliff Manor Development, LLC et al – Authorize Settlement of Litigation

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

BE IT RESOLVED, that the Mayor and Village Counsel are authorized to execute all documents necessary to settle pending litigation known as *Village of Briarcliff Manor v. Trump Briarcliff Manor Development, LLC et al*, Index No. 59614/2014, upon the terms presented by and discussed with Village Counsel in Executive Session.

Trustee DeRose:	Aye
Trustee Wilson:	Aye
Trustee Zirman:	Aye
Mayor Sullivan:	Aye
Deputy Mayor Pohar:	Absent

Appointment of a Police Officer

The Board welcomed Officer Oliveira to the Department.

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

BE IT RESOLVED that Christopher Oliveira of Ossining, New York is hereby appointed, effective July 11, 2016, to the position of Police Officer Grade 1 to be

paid at an annual salary of \$105,417.66 as per the Village of Briarcliff Manor PBA Collective Bargaining Agreement salary scale effective June 1, 2016.

Minutes

Upon motion by Trustee DeRose, seconded by Trustee Zirman, with one recusal by Trustee Wilson, the Board voted to approve the minutes of May 4, 2016.

Adjournment

Upon motion by Trustee Wilson, seconded by Trustee Zirman, the Board voted unanimously to adjourn the meeting at 8:40pm.

Respectfully Submitted By,
Christine Dennett
Village Clerk

The Regular Meeting of the Board of Trustees of the Village of Briarcliff Manor, New York was held in the Village of Briarcliff Manor Village Hall, at 1111 Pleasantville Road, Briarcliff Manor, New York on the 20th of July, 2016 commencing at 8:00 p.m.

Present

Lori A. Sullivan, Mayor
Mark Pohar, Deputy Mayor
Cesare DeRose, Jr. Trustee
Bryan Zirman, Trustee

Also Present

Philip Zegarelli, Village Manager
Christine Dennett, Village Clerk
Clinton Smith, Village Counsel

Absent

Mark L. Wilson, Trustee

Board of Trustees Announcements by Trustee Zirman

- Residents are encouraged to sign up for the Village Manager's Report and stay informed about Village News.
- The Library is very busy with programs. Their brochure is available on their website.
- The Ambulance Corps is hosting a wet down for the new ambulance on July 23rd from 2pm-5pm.
- Family Fun Night was a success and won by the Variano Family.
- Day Camp is underway and spots are still available in the Specialty Camps.
- Tennis Permits and Pool Permits are required and still available.
- The Youth Center Court is open and residents are reminded to remove all garbage brought in. Wheeled equipment is not permitted.
- Please shop locally and support our merchants.

Village Managers Report by Village Manager Zegarelli

- A car hit a fire hydrant on Cedar Drive West and all costs will be reimbursed by the driver's insurance company.
- The final Pavilion plans are 95% ready for bid.
- There is an uptick of work in the Building Department and the new staff is doing well.

- Bids for the Route 9A/North State Road Intersection are under review.
- Fire Code Inspections are being done.
- Sidewalk Café and Vending Permits are required.

Public Comments

There were no public comments

Declare Intent to be Lead Agency – SEQRA Route 9A & North State Road Intersection Improvements

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

**RESOLUTION
VILLAGE OF BRIARCLIFF MANOR BOARD OF TRUSTEES
State Environmental Quality Review Act
Intent to be Lead Agency**

WHEREAS, the Board of Trustees (“Board of Trustees”) of the Village of Briarcliff Manor, New York (“Village”) is undertaking roadway improvements to the intersection of Route 9A and North State Road (“Proposed Action”) and accordingly prepared an accompanying Short Environmental Assessment Form Part 1, prepared by Sarah K. Yackel of BFJ Planning dated May 9, 2016 (“EAF”); and

WHEREAS, the Board of Trustees has determined that the Proposed Action is subject to the State Environmental Quality Review Act (“SEQR”), that it does not involve any federal agency, and that it will involve other agencies; and

WHEREAS, the Proposed Action has primarily local impacts, and the Board of Trustees is the local agency involved in the Proposed Action which has the broadest governmental powers for the investigation into the impacts of the Proposed Action and the greatest capability for providing the most thorough environmental assessment of the Proposed Action;

NOW THEREFORE, BE IT RESOLVED, that this resolution is to notice the Board of Trustees intent to be lead agency under SEQRA Section 617.6, for the Proposed Action; and further

RESOLVED, that intent to be lead agency is solely for the purpose of notifying other involved agencies of the Board of Trustees’ intent to undertake the Proposed Action; and further

RESOLVED, that the Mayor is authorized to sign the Environmental Assessment Form – Part 1 “EAF” and hereby directs the Village Clerk to distribute the “EAF” to the other involved agencies; and further

RESOLVED, that said involved agencies have 30 days to agree/not agree with the establishment of the Board of Trustees as lead agency.

Budget Amendment – Non Budgeted Line Items

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

BE IT RESOLVED that the budget for Fiscal Year 2015-2016 is hereby amended as follows:

- Increase Expenses – Police Off-Duty
(A3120.112) by \$11,578.00
- Increase Revenue – Police Off-Duty
(A0103.1521) by \$11,578.00
- Increase Expenses – CHIPS
(A5112.465) by \$11,565.00
- Increase Revenue – CHIPS
(A0105.3501) by \$11,565.00
- Increase Expenses – Recreation Credit Card Fees
(A7020.400) by \$4,119.34
- Increase Revenue – Recreation Credit Card Fees
(A0107.2025) by \$4,119.34
- Increase Expenses – COBRA
(A1410.821) by \$21,660.85
- Increase Revenue – COBRA
(A0109.2775) by \$21,660.85

-
- Increase Expenses – Insurance Recovery
(A1989.425) by \$390,296.04
 - PO 1 Overtime Off Duty Employment
(A3120.112) by \$4,176.34
 - Social Security – Pavilion Fire

(A3120.850) by \$133.24

Personnel – Pavilion Inspection
(A3620.103) by \$19,937.50

Social Security
(A3620.850) by \$1,525.23

TOTAL \$416,068.35

Increase Revenue – Insurance Recovery – Property Damage
(A0101.2680) by \$416,068.35

Budget Amendment – Close out Capital BAN

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

BE IT RESOLVED that the Budget for fiscal year 2015-2016 is hereby amended as follows:

Increase Revenue – F0102.5034 State Transfer in from Capital \$242,198.00

Increase Expense – F9901.911 Transfer to Capital – BAN \$242,198.00

Budget Transfers – End of Year Misc.

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

BE IT RESOLVED that the Board of Trustees does hereby authorize the following budget transfers for FY 2015-2016 totaling \$199,288.97 in the General Fund and \$155,509.21 in the Water Fund for a grand total of \$354,798.18:

GENERAL FUND

From:	A1990.499	Contingency	\$134,465.00
To:	A1010.460	BOT Contractual	\$18,260.00
	A1420.460	Legal Contractual	\$69,756.00
	A9901.911	Transfer to Capital BAN	\$34,726.00
	A8090.435	Disposal	\$11,723.00
		TOTAL	\$134,465.00

From:	A3120.101	Police Personnel	\$10,979.66
	A5142.102	Personnel – Overtime	\$11,700.00
	A1640.221	Vehicle Repair & Maint.	\$10,416.31
	A1640.418	Diesel	\$18,745.00
		TOTAL	\$51,840.97

To:	A1325.101	Personnel – Full Time	\$10,979.66
	A8160.111	Sanitation – Differential	\$11,700.00
	A5110.102	Personnel – Overtime	\$3,500.00
	A5112.102	Paving – Overtime	\$5,663.49
	A5182.102	Personnel – Overtime	\$1,252.82
	A5182.420	Materials & Supplies	\$9,999.00
	A1640.219	Heavy Equipment – Repair	\$8,746.00
		TOTAL	\$51,840.97

From:	A1990.499	Contingency	\$12,983.00
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To:	A3410.201.4389	Firefighters Grant Equip.	\$12,983.00
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WATER FUND

From:	F9901.911	Transfer to Capital - BAN	\$48,267.00
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To:	F1990.499	Contingency	\$48,267.00
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From:	F1420.460	Contractual Services	\$15,000.00
	F8320.116	On Call Stipend	\$30,000.00
	F8320.420	Materials & Supplies	\$17,000.00
	F8340.460	Contractual Services	\$17,000.00
	F9901.950	Transfer to Gen. Fund	\$21,133.62
	F8340.101	Personnel Full Time	\$7,108.59
		TOTAL	\$107,242.21

To:	F8320.451	Water Purchases	\$107,242.21
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Fire Department Memberships

The Board thanked them for volunteering and stated the Ambulance Corps needed volunteers too.

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

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approves the membership of **Caitlin R. Costello** to the Briarcliff Manor Hook & Ladder Company.

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approves the membership of **Michael V. Costello** to the Briarcliff Manor Hook & Ladder Company.

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approves the under 18 membership of **Samuel M. Driver** to the Briarcliff Manor Hook & Ladder Company.

Authorize the Submission of a Grant

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

WHEREAS, the Village of Briarcliff Manor is concerned about escalating government costs and the increasing tax and fees burden to property owners and residents; and

WHEREAS, the Village has a history of cooperation and mutual support with the Villages of Tarrytown and Sleepy Hollow water systems going back to 1974. The three Villages use the same connection to the Catskill Aqueduct, and it is believed that the costs can be saved and service improved by consolidating water supply and transmission services; and

WHEREAS, with financial support from the NYS Department of State, the feasibility of such consolidation was studied, and the Sleepy Hollow, Tarrytown and Briarcliff Manor Water Supply, Pumping and Storage Consolidation report of May 24, 2016 concluded that such a consolidation would result in significant savings and benefit provided it were governed by an entity with representation from each Village; and

WHEREAS, the feasibility study was presented to the Boards of Trustees of all three Villages, each of which expressed the desire to move forward with the consolidation; and

WHEREAS, public meetings were held in each of the three communities and no negative comments were received of water supply transmissions; and

WHEREAS, Local Government Efficiency Grant Program offered by the New York State Department of State, which is accessed via the 2016 New York State Consolidated Funding Application, has been identified as a funding source appropriate for this water supply consolidation, and

WHEREAS, this grant program requires a match of at least 10% of the total project cost; and

WHEREAS, the maximum grant available under the Local Government Efficiency Grant Program is \$602,889 and the cost of the consolidation has been estimated at between \$2 million and \$2.5 million; and

WHEREAS, the project is estimated to result in cost avoidance of more than \$7 million, which will be shared between the three Villages; and

WHEREAS, the Village of Briarcliff Manor has agreed to be lead applicant of the grant application, with the Villages of Sleepy Hollow and Tarrytown as co-applicants. An agreement to share the cost of grant development has been executed by the Villages.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Briarcliff Manor supports and authorizes the application to the New York State Department of State by the Village of Briarcliff Manor for a \$602,889 Local Government Efficiency Implementation Grant.

BE IT FURTHER RESOLVED that the Village Manager is herein authorized to take any and all such steps as are necessary to effectuate the intent of this resolution.

Minutes

Upon motion by Deputy Mayor Pohar, seconded by Trustee Zirman, the Board voted unanimously to approve the minutes of June 15, 2016.

Adjournment

The Work Session on July 27th is canceled and the August 3rd Work Session will be to discuss the water rates and the Water Fund.

Upon motion by Deputy Mayor Pohar, seconded by Trustee DeRose, the Board voted unanimously to adjourn the meeting at 8:56pm.

Respectfully Submitted By,
Christine Dennett
Village Clerk