



**AGENDA**  
**MAY 3, 2017**  
**BOARD OF TRUSTEES**  
**VILLAGE OF BRIARCLIFF MANOR, NEW YORK**  
**REGULAR MEETING – 8:00 PM**

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**Board of Trustees Announcements**

**Village Managers Report**

**Public Comments**

1. Authorize Village Mayor to Execute an Agreement with the Village Manager
2. Authorize the Village Manager to Execute Agreements
  - a) Tri-Community Agreement for Fly Car Services
  - b) Westchester County for Voice, Video and Data Services from Cablevision Lightpath, Inc.
3. Budget Transfers
4. Acceptance of Donation from Friends of the Library
5. Minutes
  - March 15, 2017 Regular Meeting
  - April 5, 2017 Organizational Meeting
  - April 5, 2017 Regular Meeting

**NEXT REGULAR BOARD OF TRUSTEES MEETING – MAY 17, 2017**

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
MAY 3, 2017

**1. AUTHORIZE MAYOR TO EXECUTE AN AGREEMENT WITH THE  
VILLAGE MANAGER**

BE IT RESOLVED that the Mayor is authorized to execute an agreement with Philip Zegarelli for his service from April 1, 2017 through March 31, 2020 as Village Manager, Deputy Village Clerk and Deputy Registrar; and

BE IT FURTHER RESOLVED that this agreement supersedes the agreement between the Village and Village Manager Zegarelli approved by resolution adopted on January 21, 2015; and

BE IT FURTHER RESOLVED that to the extent any provision of that prior agreement conflicts with any provision of this agreement, that prior agreement provision shall have no force and effect on the terms of Village Manager Zegarelli's employment after April 1, 2017.

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
MAY 3, 2017

**2a. AUTHORIZE VILLAGE MANAGER TO EXECUTE A TRI-COMMUNITY AGREEMENT WITH THE VILLAGE OF CROTON ON HUDSON AND OSSINING VOLUNTEER AMBULANCE CORPS. INC. (OVAC) FOR FLY CAR SERVICES**

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an agreement with the Village of Croton on Hudson, NY and the Ossining Volunteer Ambulance Corps. Inc. (OVAC) for Fly Car Services for June 1, 2017 through May 31, 2020 in the amount of \$127,500 per fiscal year and to negotiate such modifications and revisions to the contract as may be in the Village's interest.

3yr Contract

(P2)

**FLYCAR AGREEMENT**

This Agreement dated <sup>as of</sup> 12 APR, 2017 by and among the Village of Croton-on-Hudson, a Municipality Corporation, with offices at the Municipal Building, 1 Van Wyck Street, Croton-on-Hudson, New York, 10520, the Village of Briarcliff Manor, a Municipal Corporation, with offices at the Municipal Building at 1111 Pleasantville Road, Briarcliff Manor, New York, 10510, the Ossining Volunteer Ambulance Corps., Inc. (OVAC), a not-for-profit corporation with offices at 8 Clinton Avenue, Ossining, New York, 10562.

**WITNESSETH:**

**WHEREAS:** Currently, the Villages of Briarcliff Manor and Croton-on-Hudson provide basic life support (BLS) ambulance service but do not offer advanced life support (ALS); and

**WHEREAS:** The Villages of Briarcliff Manor and Croton-on-Hudson are desirous of providing ALS service in accordance with the existing emergency medical service systems within their respective Villages utilizing the Briarcliff Manor Fire Department (BMFD) and the Croton-on-Hudson Emergency Medical Services (Croton EMS), respectively; and

**WHEREAS:** Emergency Medical Services (EMS) representatives from Briarcliff Manor, Croton-on-Hudson, and OVAC, have joined together to explore ways in which residents of Briarcliff Manor and Croton on Hudson may receive a higher level of emergency treatment; and

**WHEREAS:** The goals are to:

1. Form a Tri-Community Fly Car system operating as OVAC ALSFR (Advanced Life Support First Response)
2. Be a multi-community service that is designated, implemented, funded, staffed, and managed by the participating multi-community Tri-Community Fly Car Committee (the "Committee"). The Committee will be comprised of two members from the Village of Briarcliff Manor, two members from the Village of Croton-on-Hudson and two members from OVAC.
3. Be integrated with Basic Life Support (BLS) volunteer ambulance services to provide ALS emergency treatment to patients that require it.
4. Provide a cost-efficient means of furnishing ALS to the participating communities; and

**WHEREAS:** The Westchester County Department of Emergency Services (60 Control) shall facilitate the dispatching of the Tri-Community Fly Car.

**WHEREAS:** OVAC, with endorsement from the Villages of Briarcliff Manor and Croton-on-Hudson, has acquired a Certificate of Need (CON) to operate an ALS first response vehicle in the BMFD and Croton EMS response areas for the purpose of supplying ALS. Said CON is for the sole purpose of delivering ALS as necessary and to augment and operate in conjunction with the BLS services presently being delivered by BMFD and Croton EMS.

**WHEREAS:** OVAC has no interest, liability, or control over the BMFD and Croton EMS ambulance operations or primary operating territory covered by those agencies. OVAC reserves the right of control over that which affects its certifications, insurance, as well as New York State Law, as it relates to ALS and Fly Car operations, including day-to-day operations dictated under Article 30 and Part 800, New York State Department of Health Laws.

**NOW, THEREFORE, BE IT AGREED AS FOLLOWS:**

1. OVAC will:
  - A. Be the sponsoring agency under which the Tri-Community Fly Car will operate.
  - B. Operate the Fly Car as part of its fleet and ensure that all applicable requirements including but not limited to certifications, licenses, permits, and insurance are properly maintained.
  - C. OVAC Line Officers will have control and responsibility of Fly Car staffing and scheduling.
2. The parties agree that Phelps Memorial Hospital Center will provide over-site and medical direction in accordance with NYS Bureau of EMS Public Health Law Article 30.
3. Under the Westchester Regional EMS Office Policies and the State of New York Bureau of EMS Public Health Law Article 30, the Fly Car shall be staffed by an EMT-Paramedic 24 hours a day, 7 days a week.
4. The Tri-Community Fly Car and/or OVAC shall at all times during the term of this Agreement be subject to calls within the BMFD and Croton EMS response areas to deliver ALS services. In the event the Fly Car is on a call or otherwise unavailable, OVAC will respond for all ALS calls and mutual aid calls.
5. The Villages of Briarcliff Manor and Croton-on-Hudson shall have the right to

inspect all pertinent books, records, maps, plans, financial statements pertaining to the Tri-Community Fly Car programs upon reasonable notice and during mutually agreeable hours. Attested summaries of the foregoing shall be delivered to the Villages Managers' offices, together with certified annual financial reports, upon request.

6. The annual expense for Briarcliff Manor and Croton-on-Hudson shall be \$127,500 each, per fiscal year (where each fiscal year begins on June 1). This annual amount can be amended only upon the approval of the Villages of Briarcliff Manor and Croton-on-Hudson. In the event that one Village terminates this Agreement pursuant to paragraphs 7(B) or 7(C) herein, or chooses not to renew the Agreement, the remaining Village shall remain responsible only for \$127,500 per fiscal year, or as amended upon the approval of the remaining Village.
7. Term; Termination
  - A. The term of this Agreement shall commence at 12:01 a.m. on June 1, 2017 and shall terminate at 11:59 p.m. on May 31, 2020 (the "Initial Term") unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.
  - B. Either Village may terminate this Agreement: (a) at any time, for any reason, upon forty five (45) days prior written notice to OVAC, whereupon OVAC shall be entitled to payment for services rendered pursuant to this Agreement; and (b) upon thirty (30) written days notice to OVAC if OVAC has breached a material provision of the Agreement and failed to cure the same within fifteen (15) days of written notice thereof.
  - C. Either Village may also terminate this Agreement immediately if OVAC: (i) ceases business, becomes insolvent, commences to wind-up, or becomes subject to any insolvency, bankruptcy, or similar proceedings; (ii) makes an assignment for the benefit of creditors; (iii) files a petition under any bankruptcy, insolvency, or similar law providing for the relief of debtors, or has any such petition filed against it, and OVAC fails to have such petition stayed or lifted within thirty (30) days from the date on which the petition is entered.
  - D. In the event a Village terminates this Agreement pursuant to paragraphs 7(B) or 7(C) herein, the Tri-Community Fly Car will no longer be responsible for ALS services in said Village, and the Tri-Community Fly Car will continue to

provide service to the remaining Village during the term, and the Committee will be comprised of two members from the remaining Village and two members from OVAC.

- E. At the end of the Initial Term, this Agreement will automatically renew for one (1) additional three year term (the "Renewal Term") beginning at 12:01 a.m. on June 1, 2020 until 11:59 p.m. on May 31, 2024 except when one or more of the following occurs within ninety (90) days before the end of the Initial Term:
- a. OVAC notifies in writing the Village of Croton-on-Hudson and the Village of Briarcliff Manor that it wishes not to renew the Agreement; or
  - b. Both the Village of Croton-on-Hudson and Village of Briarcliff Manor notify OVAC that they wish not to review the Agreement; or
  - c. The Village of Croton-on-Hudson notifies OVAC and the Village of Briarcliff Manor that the Village of Croton-on-Hudson wishes not to renew the Agreement, in which case the Tri-Community Fly Car will no longer be responsible for ALS services in the Village of Croton-on-Hudson and the Tri-Community Fly Car will continue to provide service in the Village of Briarcliff Manor during the Renewal Term; or
  - d. The Village of Briarcliff Manor notifies OVAC and the Village of Croton-on-Hudson that the Village of Briarcliff Manor wishes not to renew the Agreement, in which case the Tri-Community Fly Car will no longer be responsible for ALS services in the Village of Briarcliff Manor and the Tri-Community Fly Car will continue to provide service in the Village of Croton-on-Hudson during the Renewal Term.
- F. Termination by either Village shall in no way affect the Village's right to rely on any applicable bond.

## 8. Insurance

- A. OVAC shall provide proof of insurance coverage as follows. All insurance obtained pursuant to the terms herein shall be obtained from insurance companies licensed in the State of New York (i.e., possess an "Admitted" status), carrying a Best's financial rating of A-, FSC X, or better. Insurance coverage submitted from an insurance company having a lesser rating shall

only be permitted if approval is granted by the Villages' Attorneys.

**B. Prior to providing the services contemplated herein, OVAC shall provide proof of the following coverage:**

- 1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 (One Million Dollars) each occurrence, \$10,000,000 (Ten Million Dollars) Annual Aggregate and including a waiver of subrogation.**
- 2. Automobile Liability:**
  - A. Business Automobile Liability coverage with limits of at least \$1,000,000 (One Million Dollars) each accident.**
  - B. Business Automobile coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.**
  - C. Business Automobile coverage must include a waiver of subrogation.**
- 3. Workers' Compensation and Employers' Liability, and New York State Disability:**
  - A. Statutory N.Y.S. Workers' Compensation, Employers' Liability, and New York State Disability Benefits Insurance are required for all employees.**
  - B. ACORD forms are not acceptable proof of Worker's Compensation coverage. C-105.2 Certificate of N.Y.S. Worker's Compensation Insurance must be provided. DB 120.1 Certificate for N.Y.S. Disability Benefits Insurance must be provided.**
- 4. Professional Liability coverage with limits of \$1,000,000 (One Million Dollars) each occurrence, \$10,000,000 (Ten Million Dollars) Annual Aggregate. The professional insurance shall cover the professional services rendered to the Villages of Briarcliff Manor and Croton-on-Hudson by OVAC.**
- 5. Umbrella Insurance Coverage with limits of \$5,000,000 (Five Million Dollars) each occurrence, \$10,000,000 (Ten Million Dollars) Aggregate. Policy must state that it covers over the General Liability, Automobile, Professional Liability, and**



### **Employers' Liability Insurance.**

- C. Certificates shall provide that sixty (60) days written notice, by registered mail with return receipt requested, prior to cancellation be given to the Villages. Policies that will lapse and/or expire during the term shall be re-certified and received by the Villages no less than thirty (30) days prior to renewal.**
- D. All relevant insurance policies shall provide coverage for the defense and indemnification provisions contained herein.**
- E. Original copies of insurance policies affording coverage, for which certificate of insurance are to be furnished to the Villages, must be submitted to the Villages for examination along with certificates. Failure of the Villages to object to the contents of any certificate or absence of same shall not be deemed a waiver of any or all rights held by the Villages.**
- F. OVAC acknowledges that failure to obtain such insurance constitutes a material breach of contract and subjects it to liability for damages, indemnification, and any and all other legal remedies available to the Villages.**

### **9. Indemnification and Defense**

- A. OVAC shall indemnify, defend, and hold harmless the Villages and their respective officers, directors, employees, volunteers, agents, and representatives, from and against any and all costs, losses, liability, claims, and expenses (including reasonable legal fees) incurred in connection with, or arising from, any claim, legal action, or proceeding arising out of the terms of or the services to be performed under the Agreement against the Villages, and/or any such persons so indemnified, by any third party in relation to (i) a breach of any of the representations and warranties made by OVAC, its employees, and/or subcontractors; (ii) a breach of the Agreement by OVAC, its employees, and/or subcontractors; or (iii) the negligence or willful misconduct of OVAC, its employees and/or subcontractors, provided, in each case, that OVAC is notified promptly, in writing, of any such suit, action, or threat thereof and is given full and complete authority, information, and assistance by the Villages for the defense and settlement of the same. This indemnification, defense, and hold harmless shall apply to any willful acts or omissions of OVAC, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.**

10. Independent Contractor

A. OVAC is an independent contractor and may neither hold itself out nor claim to be an officer, employee, or subdivision of the Village of Briarcliff Manor Fire Department or the Village of Croton-on-Hudson EMS, nor make any claim, demand, or application to or for any right based upon any different status.

11. Payment.

A. Payments shall be divided into two equal payments. First payment is due on July 1 of each year, and second payment is due on October 1 of each year.

12. Assignment

A. OVAC shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or of its right, title, or interest herein, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Villages.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly signed and executed as of the day and year first above written.

Village of Briarcliff Manor

Ossining Volunteer Ambulance Corps., Inc.

By: Philip E. Zegarelli, VM

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

**Philip E. Zegarelli  
Village Manager**

Village of Croton-on-Hudson

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

Flycar 2017-2020

Income

Briarcliff Manor	\$ 127,500.00
Croton on Hudson	\$ 127,500.00
Revenue Recovery	\$ 50,000.00
Total	\$ 305,000.00

Expenses

	Hour cost	Total
Paramedic Salary @ average \$30 hr	\$30.00	\$ 262,080
Overtime/ Late Calls	\$45.00	\$ 9,450
9% Payroll Taxes	9%	\$ 24,437.70
Salary Totals		\$ 295,968
Payroll Fees		\$ 1,300
Fuel costs		\$ 4,500.00
Proclaim expenses	6%	\$ 3,000
Total		\$ 304,768

OVAC Direct Pay

Workers Comp	10%	\$ 29,596.77
Vehicle repair costs		\$ 6,500.00
General Liability 25% of total cost		\$ 12,000.00
Vehicle insurance		\$ 3,300.00
Medical Supplies		\$ 6,800.00
Radio Repairs		\$ 1,100.00
Uniforms		\$ 1,200.00
Building and maintenance		\$ 2,500.00
Admin		\$ 15,000.00
Total		\$ 78,096.77

Village Manager  
and Es Federal

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
MAY 3, 2017

**2b. AUTHORIZE VILLAGE MANAGER TO EXECUTE AN AGREEMENT  
WITH WESTCHESTER COUNTY FOR VOICE, VIDEO AND DATA  
SERVICES FROM CABLEVISION LIGHTPATH, INC.**

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

**Maria Pascetta**

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**Subject:** FW: Cablevision IMA

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

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

**To:** Philip Zegarelli

**Subject:** RE: Cablevision IMA

Phil,

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

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

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

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

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

Dan



<http://www.mccarthyfingar.com>  
Email: [dpozin@mccarthyfingar.com](mailto:dpozin@mccarthyfingar.com)

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**INTER-MUNICIPAL AGREEMENT**

**AGREEMENT** made the \_\_\_\_ day of \_\_\_\_\_, 201\_ by and between

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

and

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

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

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

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

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

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

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

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

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

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

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

**THIRD:** The Municipality agrees

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

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

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

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



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

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

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

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

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

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

To The County:

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

With a copy to:

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

To the Municipality:

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

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

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

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

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

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

**COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
John B. McCaffrey, Chief Information Officer

**VILLAGE OF BRIARCLIFF MANOR**

By: \_\_\_\_\_  
(Name and Title)

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

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

Approved as to form and  
manner of execution:

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

**MUNICIPALITY'S ACKNOWLEDGEMENT**

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

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

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

CERTIFICATE OF AUTHORITY  
(Municipality)

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

\_\_\_\_\_  
(Name of Municipality)

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

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

named in the foregoing agreement that \_\_\_\_\_  
(Person executing agreement)

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

that said agreement was duly signed for on behalf of said Municipality by authority of its  
\_\_\_\_\_  
(Town Board, Village Board, City Council)

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

\_\_\_\_\_  
(Signature)

STATE OF NEW YORK )

ss.:

COUNTY OF WESTCHESTER)

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

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

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

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
MAY 3, 2017

**3. BUDGET TRANSFERS– 2016-2017**

BE IT RESOLVED that the Board of Trustees does hereby authorize the following budget transfers for FY 2016-2017 totaling \$78,400 in the General Fund.

**GENERAL FUND**

<b>From:</b>	A1990.499	Contingency	\$55,000
<b>To:</b>	A5112.460	Contractual-Paving	\$55,000
<b>From:</b>	A1990.499	Contingency	\$23,400
<b>To:</b>	A9901.940	Transfer to Debt	\$23,400

## BUDGET TRANSFER (FY 16-17) REQUEST FORM

<b>Amount from:</b>	<b>Muni Code</b>	<b>Budget Line</b>
\$ 23,400.00	A1990.499	CONTINGENCY
<b>Amount to:</b>	<b>Muni Code</b>	<b>Budget Line</b>
\$ 23,400.00	A9901.940	TRANSFER TO DEBT

Reason for Transfer Request: **Bond and Note Costs**

(e)

Signature of Requesting Department Head

Date Signed

*R. S. Saganu, VM*

*27 April*

Village Manager Approval

Date Signed

*[Signature]*

*4/28/17*

Village Treasurer Approval

Date Signed

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



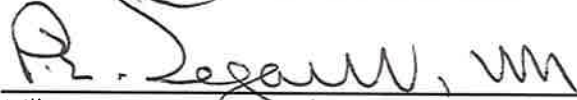
## BUDGET TRANSFER (FY 16-17) REQUEST FORM

<b>Amount from:</b>	<b>Muni Code</b>	<b>Budget Line</b>
\$ 55,000.00	A1990.499	Contingency
<b>Amount to:</b>	<b>Muni Code</b>	<b>Budget Line</b>
\$ 55,000.00	A5112.460	Contractual - Paving

Reason for Transfer Request: **Additional Paving**

Signature of Requesting Department Head

Date Signed



27 April

Village Manager Approval

Date Signed



4/28/17

Village Treasurer Approval

Date Signed

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

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
MAY 3, 2017

**4. ACCEPTANCE OF DONATIONS FROM THE FRIENDS OF THE LIBRARY**

BE IT RESOLVED, that the Board of Trustees hereby accepts a donation in the amount of \$329.54 from the Friends of the Library for the purposes of purchasing a bookcase for the Briarcliff Manor Public Library.


Increase Revenue – Gifts  
(L0108.2705) by \$329.54

Increase Expenses – Special Matching Expenses  
(L7410.206) by \$329.54

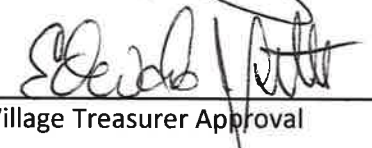
## BUDGET AMENDMENT REQUEST FORM

<b>Increase Expense</b>	<b>Muni Code</b>	<b>Budget Line</b>
\$ <b>329.54</b>	<b>L7410.206</b>	<b>Library Special Matching Expense</b>
<b>Increase Revenue</b>	<b>Muni Code</b>	<b>Budget Line</b>
\$ <b>329.54</b>	<b>L0108.2705</b>	<b>Library Special Gifts</b>

Reason for Amendment Request: **Donation from the Friends of the Briarcliff Manor Library for the purchase of a bookcase**

  
 Signature of Requesting Department Head Date Signed

  
 Village Manager Approval Date Signed

  
 Village Treasurer Approval Date Signed

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

To: Ed Ritter, Treasurer

From: Shelley Glick, Library Director

Re: Friends of Briarcliff Manor Public Library check for purchase of library item

Date: April 18, 2017

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Please accept this check for \$329.54 from The Friends of the Briarcliff Manor Library for the purchase of a bookcase for the Library's Young Adult room. The Library Board has approved the purchase.

Please deposit the check info L0108.2705 Special Revenue, Gifts, and Donations. We will pay the invoice out of Special Matching Expenses L7410.206.

Thank you,

A handwritten signature in cursive script that reads "Shelley Glick". The signature is written in black ink and is positioned below the typed name "Shelley Glick".

The Regular Meeting of the Board of Trustees of the Village of Briarcliff Manor, New York was held in the Village of Briarcliff Manor at the William J. Vescio Community Center, at 1 Library Road, Briarcliff Manor, New York on the 15<sup>th</sup> of March, 2017 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  
Clinton Smith, Village Counsel

**Absent**

Mark Pohar, Deputy Mayor

**Board of Trustees Announcements by Trustee Zirman**

- The Library had many successful programs in the past month.
- The Library Spring Brochure will be available at the end of the month.
- Thank you to the Police Department and Fire Department for their service.
- The Fire Department and Ambulance Corps is seeking volunteers.
- The Recreation Department is holding many programs at the Community Center. Visit the website for more information.
- The Recreation Spring Brochure is available.

The Board thanked Public Works for all their work during the recent storm and stated the tree trimming project helped to minimize power outages.

**Village Managers Report by Village Manager Zegarelli**

- The tentative budget will be filed by March 20<sup>th</sup>.
- March 21<sup>st</sup> is the Village Election and it will be in the Community Center from 6am-9pm.
- Absentee ballot applications are available in Village Hall.
- The Westchester County Mobile Shredder will be here on April 8<sup>th</sup>.
- The trusses are up on the pavilion, the walkways have been poured and the project is on time.

- There will be a Special session at 6:30pm on March 22<sup>nd</sup> to schedule a public hearing for a Zoning Text Amendment.

### **Public Comments**

There were no public comments.

### **Scheduling Annual Organizational Meeting & Tentative Budget Public Hearing**

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

#### **ANNUAL ORGANIZATIONAL MEETING**

BE IT RESOLVED, that the Annual Organizational Meeting of the Board of Trustees is hereby scheduled for Wednesday, April 5, 2017 at 7:30 pm.

#### **2017-2018 TENTATIVE BUDGET PUBLIC HEARING**

BE IT RESOLVED, that a Public Hearing for the 2017-2018 Tentative Budget is hereby scheduled for Wednesday, April 5, 2017 at 8:00 pm.

### **Fire Department Memberships**

The Board thanked the new members for volunteering and stated the Fire Department was a great organization.

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 of the Village of Briarcliff Manor hereby approves the under 18 membership of **Patrick C. Prendergast** 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 **Maxwell P. Calman** to the Scarborough Engine Company.

### **Minutes**

Upon motion by Trustee Zirman, seconded by Trustee DeRose, the Board voted unanimously to approve the minutes of December 7, 2016, December 21, 2016, January 4, 2017 and February 16, 2017.

### **Adjournment**

The Board wished everyone a Happy St. Patrick's Day.

Upon motion by Trustee Zirman, seconded by Trustee Wilson, the Board voted unanimously to adjourn into Executive Session to discuss personnel matters and stated they would adjourn the regular meeting immediately thereafter at 8:26pm.

Respectfully Submitted By,

Christine Dennett  
Village Clerk

The Organization Meeting of the Board of Trustees of the Village of Briarcliff Manor was held in the Village of Briarcliff Manor, Municipal Building, at 1111 Pleasantville Road, Briarcliff Manor, New York, on the Wednesday, the 5<sup>th</sup> day of April 2017, commencing at 7:30 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  
Edward Ritter, Village Treasurer

**Absent**

Mark L. Wilson, Trustee

**Swearing in of the Newly Elected Officials:**

Village Clerk Christine Dennett swore in Lori A. Sullivan as Mayor and Bryan Zirman as Trustee both with terms expiring in two (2) years.

**Mayoral Appointments:**

Upon motion by Trustee DeRose, seconded by Deputy Mayor Pohar, the Board voted to confirm the following appointments:

Deputy Mayor	Mark Pohar	1 year
Board Liaisons:		
Westchester County Municipal Officials Association	Lori A. Sullivan	1 year
Town Government	Lori A. Sullivan	1 year
County Government	Mark L. Wilson	1 year
State Government	Mark L. Wilson	1 year
Recreation Committee	Bryan Zirman	1 year
Conservation Advisory Council	Cesare DeRose, Jr.	1 year
Library Board	Lori A. Sullivan	1 year
School Boards	Mark Pohar	1 year
Historic River Towns of Westchester	Mark L. Wilson	1 year
Media & Telecommunications	Mark L. Wilson	1 year
Business District Liaison	Bryan Zirman	1 year
Fire Dept. Liaison	Mark Pohar	1 year
Fire Dept. Liaison	Cesare DeRose, Jr.	1 year



Scarborough/Briarcliff Manor Historical Society	Bryan Zirman	1 year
Park Development/Improvement	Bryan Zirman	1 year

**Point Trustees/Village's Major Goals:**

Infrastructure Long Term Planning	Mark Pohar
Update Local Code	Lori A. Sullivan
ARAC-Revise/Estab. Comm. Design	Cesare DeRose, Jr.
Explore Village/Town	Bryan Zirman
Tax Savings/Efficiency Initiatives	Mark L. Wilson

Upon motion by Deputy Mayor Pohar, seconded by Trustee DeRose, the Board voted unanimously to approve the following terms to begin on April 5, 2017 and to expire at noon on the first Monday of April of their respective years:

**Announcement of the Following Board of Trustees Appointments:**

Board of Police Commissioners	Board of Trustees	1 year
Board of Fire Commissioners	Board of Trustees	1 year
Village Manager	Philip Zegarelli	1 year
Village Treasurer	Edward Ritter	2 years
Village Clerk	Christine Dennett	2 years
Deputy Village Clerk	Philip Zegarelli	1 year
Registrar of Vital Statistics	Christine Dennett	2 years
Deputy Registrar of Vital Statistics	Philip Zegarelli	1 year
Village Historian	Karen Smith	1 year
Associate Village Justice	Laurie Sullivan	1 year
Village Counsel	Clinton Smith	1 year

**Announcement of the Appointment to the Various Boards and Commissions:**

***Planning Board***

Chairperson	Edward Nolan	1 year
Member	Richard Pastore	5 years
Alternate	Sabine Werner	1 year

***Zoning Board of Appeals***

Chairperson	Christopher Bogart	1 year
Member	Michael Gioscia	5 years

***Recreation Advisory Committee***

Chairperson	Georgina Gualdino	1 year
Member	Daniel Shine	3 years
Member	Brad Manganello	3 years

***Ethics Board***

Chairperson	Anthony Capasso	1 year
Member	Anthony Capasso	5 years
Member	Philip Zegarelli	1 year

**Tree Preservation**

Member-V.M.	Philip Zegarelli	1 year
Member-P.B.	Edward Nolan	1 year

**Architectural Review Advisory Committee**

Chairperson	Joseph Pastore	1 year
Member	Krista Mastrocolo	3 years
Member	Gopal Narasimhan	3 years

**Dates of Regular Meetings**

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

The Village Board of Trustees regular meetings are held on the first and third Wednesday of each month at 8:00 p.m. with a work session before each meeting beginning at 6:30p.m. An additional work session will be held on the fourth Wednesday of each month beginning at 6:30p.m.

**Designation of Banks for the Deposit of Village Funds:**

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

- a. JP Morgan Chase
- b. Wells Fargo Bank, NA
- c. Fidelity
- d. TD Bank
- e. Greater Hudson Bank
- f. Webster Bank
- g. The Westchester Bank

**Designation of Official Village Newspapers:**

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

- a. Journal News
- b. The Gazette

**Procurement Policy:**

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

***PROCUREMENT POLICY FOR THE VILLAGE BRIARCLIFF MANOR***

1. Every purchase to be made must be initially reviewed to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine

whether it is known or can reasonably be expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. The following items are not subject to competitive bidding pursuant to Section 103 of the General Municipal Law: purchase contracts under \$20,000 (eg. Equipment, materials, supplies, etc.) and public works contracts under \$35,000; emergency purchases; certain municipal hospital purchases; goods purchased from agencies for the blind or severely handicapped; goods purchased from correctional institutions; purchases under State and country contracts; and surplus and second-hand purchases from another governmental entity.

The decision that a purchase is not subject to competitive bidding will be documented in writing by the individual making the purchase. This documentation may include written or verbal quotes from vendors, a memo from the purchaser indicating how the decision was arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memo from the purchaser detailing the circumstances which led to an emergency purchase, or any other written documentation that is appropriate.

2. All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances; purchase contracts over \$20,000 and public works contracts over \$35,000; goods purchased from agencies for the blind or severely handicapped pursuant to Section 175b of the State Finance Law; goods purchased from correctional institutions pursuant to Section 186 of the Correction Law; purchases under State contracts pursuant to Section 104 of the General Municipal Law; purchases under county contracts pursuant to Section 103(3) of the General Municipal Law; or purchases pursuant to subdivision 6 of this policy.
3. The following method of purchase will be used when required by this policy in order to achieve the highest savings:

Estimated Amount of  
Purchase Contract

\$ 500-2,999

Method

Minimum of three verbal quotations

\$3,000-19,999 Minimum of three written/fax quotations or written request for proposals

Estimated Amount of  
Public Works Contract

\$ 500-2,999

Method

\$3,000-34,999 Minimum of three written/fax quotations or

written request

for proposals

A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement.

4. Documentation is required of each action taken in connection with each procurement.
5. Documentation and an explanation are required whenever a contract is awarded to other than the lowest responsible offeror. This documentation will include an explanation of how the award will achieve savings or how the offeror was not responsible. A determination that the offeror is not responsible shall be made by the purchaser and may not be challenged under any circumstances.
6. Pursuant to General Municipal Law Section 104-b(2)(f), the procurement policy may contain circumstances when, or types of procurements for which, in the discretion of the Village Manager, the solicitation of alternative proposals or quotations will not be in the best interest of the municipality. In the following circumstances it may not be in the best interests of the Village of Briarcliff Manor to solicit quotations or document the basis for not accepting the lowest bid.
  - a. Professional services or services requiring special or technical skill, training or expertise. The individual or company must be chosen based on accountability, reliability, responsibility, skill, education and training, judgment, integrity and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

In determining whether a service fits into this category the Village Manager shall take into consideration the following guidelines: (a) whether the services are subject to State licensing or testing requirements; (b) whether substantial formal education or training is a necessary prerequisite to the performance of the services; and (c) whether the services require a personal relationship between the individual and municipal officials. Professional or technical services shall include but not be limited to the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant; investment management services; printing services involving extensive writing, editing or art work; management of municipally owned property; and computer software or programming services for customized programs, or services involved in substantial modification and customizing or pre-packaged software.

- b. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the residents. This section does not preclude alternate proposals if time permits.
  - c. Purchases of surplus and second-hand goods from any source. If alternate proposals are required, the Village of Briarcliff Manor is precluded from purchasing surplus and second-hand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods and a lower price may indicate an older product.
  - d. Goods or services under \$500. The time and documentation required to purchase through this policy may be more costly than the item itself and would, therefore, not be in the best interests of the taxpayer. In addition, it is not likely that such de minimis contracts would be awarded based on favoritism.
7. This policy shall go into effect January 1, 1992, was amended April 7, 2010 and April 9, 2014 and will be reviewed annually.

## **Investment Policy**

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

### **INVESTMENT POLICY OF THE VILLAGE OF BRIARCLIFF MANOR**

#### **I. SCOPE**

This investment policy applies to all monies and other financial resources available for investment on its own behalf or on behalf of any other entity or individual.

#### **II. OBJECTIVES**

The primary objectives of the Village's investment activities are, in priority order,

- To conform with all applicable federal, state and other legal requirements (legal);
- To adequately safeguard principal (safety);
- To provide sufficient liquidity to meet all operating requirements (liquidity); and
- To obtain a reasonable rate of return (yield).

### **III. DELEGATION OF AUTHORITY**

The village board's responsibility for administration of the investment program is delegated to the Treasurer who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investment, transaction dates, and other relevant information and regulate the activities of subordinate employees.

### **IV. PRUDENCE**

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair confidence in the Village to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

### **V. DIVERSIFICATION**

It is the policy of the Village to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

### **VI. INTERNAL CONTROLS**

The Treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and is managed in compliance with applicable laws and regulations.

### **VII. DESIGNATION OF DEPOSITARIES**

The banks and trust companies authorized for the deposit of monies shall be designated annually at the April Board of Trustee meeting.

### **VIII. COLLATERALIZING OF DEPOSITS**

In accordance with the provisions of General Municipal Law, §10, all deposits of Village, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1. By a pledge of “eligible securities” with an aggregate “market value”, or provided by General Municipal Law, §10, equal to the aggregate amount of deposits from the categories designated **Appendix A** to the policy.
2. By an eligible “irrevocable letter of credit” issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.
3. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations. The terms and conditions of any eligible surety shall be approved by the governing board.
4. An “irrevocable letter of credit” issued in favor of the government by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100 percent of the aggregate amount of deposits and the agreed-upon interest, if any.

#### **IX. SAFEKEEPING AND COLLATERALIZATION**

Eligible securities used for collateralizing deposits shall be held by the bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure Village deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presents for payment, substituted or released and the events which will enable the Village to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the Village, such securities shall be delivered in a form suitable for transfer.

The custodial agreement shall provide that securities held by the bank, or trust company, or agent of and custodian for, the Village, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the Village a perfected interest in the securities.

## **X. PERMITTED INVESTMENTS**

As authorized by General Municipal Law, §11, the Village authorizes the Treasurer to invest monies not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts;
- Certificate of deposit;
- Obligations of the United States of America;
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;
- Obligations of the State of New York;
- Obligations of the Village, but only with monies in a reserve fund established pursuant to GML, §6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the Village within such times as the proceeds will be needed to meet expenditures for purposes for which the monies were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Village within two years of the date of purchase.

## **XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS**

All financial institutions with which the Village conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the Village. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The Village is responsible for evaluating the financial position and maintaining a



listing of proposed depositaries, trading partners and custodians. Such listing shall be evaluated at least annually.

## **XII. PURCHASE OF INVESTMENTS**

All purchased obligations, unless registered or inscribed in the name of the Village, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Village by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, §10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the Village, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the Village a perfected interest in the securities.

### **APPENDIX A Schedule of Eligible Securities**

1. Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.
2. Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
3. Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
4. Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public monies.

5. Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
6. Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
7. Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
8. Obligations of domestic corporations rated in one the two highest rating categories by at least one nationally recognized statistical rating organization.
9. Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.
10. Commercial paper and bankers' acceptances issued by a bank, other than the bank, rated in the highest short-term category by at least one nationally recognized statistical rating organization and having maturities of no longer than 60 days from the date they are pledged.
11. Zero coupon obligations of the United States government marketed as "Treasury strips".

### **Adoption of Board of Trustees Rules of Procedure**

Upon motion by Trustee Zirman, seconded by Trustee DeRose, the Board voted unanimously to adopt the following Board of Trustees Rules of Procedures:

#### **VILLAGE OF BRIARCLIFF MANOR BOARD OF TRUSTEES RULES OF PROCEDURE**

Pursuant to New York Village Law §4-412(2), but subject to the other provisions of New York Law and the Village of Briarcliff Manor Code, the following rules of procedure are adopted and shall govern the meetings of the Board of Trustees of the Village of Briarcliff Manor:

### **PART A: MEETINGS**

#### **SECTION A1 - Regular Meetings**

The Board of Trustees generally will hold regular meetings on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month. Such regular meetings shall commence at 8:00 PM and be conducted in the William J. Vescio Community Center located at 1 Library Road. Any deviation from this schedule shall be determined by the Board of Trustees.

## **SECTION A2 - Special Meetings**

Special Meetings of the Board of Trustees are all those Board meetings other than regular meetings. A special meeting may be called by the Mayor or a majority of the Board of Trustees upon notice to the entire Board. Notice shall be given in accordance with law.

## **SECTION A3 - Executive Sessions**

Executive Sessions shall be held in accordance with the New York State Public Officers Law §105. All executive sessions shall be commenced in a public meeting. (Appendix I Executive Session Policy)

## **SECTION A4 – Work Sessions**

Work Sessions of the Board of Trustees are those Board meetings scheduled to discuss upcoming agenda items or other matters as may be determined by the Mayor or three (3) members a of the Board. These meeting are open to the public, however comments from the public will be allowed in the discretion of the Mayor or a majority of the Board present. Notice shall be given in accordance with law.

## **PART B: POLICIES**

### **SECTION B1 - Quorum**

A quorum of the Board of Trustees shall be required to conduct business. A quorum of the five (5) member Board shall be three (3). In the absence of a quorum, a lesser number may adjourn and compel the attendance of absent members.

### **SECTION B2 - Voting**

Pursuant to Village Law each member of the Board of Trustees shall have one vote. The Mayor may vote on any matter and must vote in case of a tie. The affirmative vote of three (3) members of the Board is necessary to pass a matter unless otherwise specified by New York State Law.

A vote upon any question shall be taken by ayes and nays, and shall be entered in the minutes.

### **SECTION B3 - Agendas**

The agenda shall be prepared by the Village Clerk by Friday preceding the Wednesday meeting. The Mayor or any Trustee may have an item placed on the agenda by giving the same to the Village Manager the Friday morning before the Wednesday meeting. However, an item may be placed on the agenda at any time, including during the meeting, by consent of a majority of the Board. If necessary a supplemental agenda shall be distributed at the beginning of the meeting.

### **SECTION B4 - Order of Business**

The order of business shall be:

- Call to order
- Public Hearings
- Board of Trustees Announcements
- Village Manager's Report and Updates
- Public Comments
- Resolutions
- Approval of Minutes
- Adjournment

The order of business need not be followed if the Mayor determines that it is appropriate to deviate.

### **SECTION B5 - Adjournment**

Meetings shall be adjourned by motion and majority vote.

### **SECTION B6 - Minutes**

Minutes at all Board of Trustee meetings shall be the responsibility of the Village Clerk, who with Board of Trustee approval may employ the services of a person to take minutes. Minutes of an open meeting shall consist of a record or summary of all motions, proposals, resolutions and any other matter formally voted upon and the vote thereon. Minutes of an executive session shall be taken of any action that is taken by formal vote and shall consist of a record or summary of the final determination of such action and the vote thereon; provided, however, that such summary need not include any matter which is not required to be made public by the New York State Freedom of Information Law.

Minutes shall also include the following:

- Name of the Board;
- Date, place and time of meeting;
- Notation of presence or absence of Board members and time of arrival or departure if different from time of call to order and adjournment.
- Name and title of other village officials and employees present in an official capacity.
- Record of communications presented to the Board.
- Record of reports made by Board or other village personnel.
- Time of adjournment.
- Name of Village Clerk or person who took the minutes.

Minutes need not contain a summary of the discussion leading to action taken or include verbatim comments unless a majority of the Board resolves to have the Clerk do so. Minutes shall be considered for approval at the next Board meeting after the minutes are received by the Village Clerk.

## **PART C: RULES AND PROCEDURES**

### **SECTION C1 - General Rules of Procedure**

The Mayor shall preside at meetings of the Board of Trustees. In the Mayor's absence the Deputy Mayor shall preside. The presiding officer may debate, move and take other action that may be taken by other members of the Board.

Board members are not required to rise but must be recognized by the presiding officer before making motions and speaking. A member, once recognized shall not be interrupted when speaking unless it is to call the member to order. If a member, while speaking, be called to order, he or she shall cease speaking until the question of order is determined, and, if in order, he or she shall be permitted to proceed.

There is no limit to the number of times a member may speak on a question.

Motion to close or limit debate may be entertained but shall require the affirmative vote of three (3) members of the Board.

Procedural questions which are not governed by New York State law or the Village Code or addressed in these Rules of Procedure shall be determined in accordance with *Robert's Rules of Order*.

## **SECTION C2 - Guidelines for Public Comment**

The public shall be allowed to speak only during Public Hearings, Public Comment periods, on Board of Trustees agenda items, or such other times as the presiding officer shall allow.

Speakers must be recognized by the presiding officer.

Speakers must step to the front of the room and speak into the microphone or at the lectern should one be provided. Speakers are not to approach the dais without invitation and are directed to make their remarks from the microphone or lectern.

Speakers must give their name, address and organization represented, if any.

No items or documents may be placed on the dais or presented to the Board unless either authorization is requested and granted by the presiding officer or a Board member specifically requests to see an item. All items for presentation that are granted authorization or requested by a Board member shall be presented to the Village Clerk who shall pass it the Board.

There shall be no time limit for remarks during a public hearing, however, remarks must relate directly to the public hearing topic. During the Public Comment portion of the agenda, speakers must limit their remarks to four (4) minutes, and may be recognized again by the presiding officer after other speakers have had an opportunity to speak. On Board of Trustees agenda items, speakers must limit their remarks to one and one-half (1 ½) minutes and the remarks must relate directly to the specific agenda item under discussion at that time by the Board of Trustees.

Speakers may not yield any remaining time they may have to another speaker.

Board members may, with the permission of the presiding officer, interrupt a speaker during the speaker's remarks, but only for the purpose of clarification or information.

All remarks shall be addressed to the presiding officer.

Board members may respond to questions or comments at their discretion.

Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste and shall not use foul language, display unacceptable behavior, or be disruptive of the proceedings.

A buzzer or other alarm will sound to indicate that a speaker's four (4) minute time limit for Public Comment or one and one half (1 ½) minute time limit for an agenda item has been reached. Upon being notified by the presiding officer that his or her time limit has been reached, a speaker shall cease speaking, leave the microphone or lectern, if one is provided, and return to his or her seat unless a Board member requests him or her to remain to address a question of the Board member.

Interested parties or their representatives may address the Board with written communications. Written communications shall be delivered to the Village Manager or Village Clerk. Speakers may not read written communications verbatim but should summarize their contents.

The presiding officer may modify these guidelines if warranted.

### **SECTION C3 - Use of Recording Equipment**

All members of the public and all public officials are allowed to photograph and tape or video record public meetings so long as the photography or recording is done in a manner which does not interfere with the meeting. Neither photography nor recording is allowed during executive sessions. The presiding officer may make the determination that the photography or recording is being done in a manner that interferes with the meeting after taking into consideration attendant movement and activity, distance from the deliberations of the Board, noise, size of equipment, ability of the public to participate in the meeting notwithstanding the photography or recording, and any other pertinent factor. In the use of photographic or video recording no flashes or other supplementary lighting equipment may be used beyond that of existing ambient lighting of the room. If the presiding officer makes the determination that the photography or recording is interfering with the meeting, the presiding officer may request an accommodation to avoid the interference and if not sufficient or complied with, order the photography or recording to be stopped.

### **SECTION C4 - Amendments to the Rules of Procedure**

The foregoing procedures may be amended from time to time by the affirmative vote of three (3) members of the Board.

### **SECTION C5 - Executive Session Policy**

It is the policy of the Board of Trustees of the Village of Briarcliff Manor to conduct Village business in an open fashion and to make available as much information as may legally and practically be disseminated.

The New York Open Meetings Law authorizes the Board to conduct business in executive session in a number of areas. These include:

1. matters which will imperil the public safety if disclosed;
2. matters which may disclose the identity of a law enforcement agent or informer;
3. information relating to criminal investigations which would imperil effective law enforcement if disclosed;
4. discussions relating to proposed, pending or current litigation;
5. collective bargaining negotiations;
6. personnel matters relating to particular individuals; and
7. the proposed acquisition, sale, or lease of real property or securities when disclosure would substantially affect the value.

The Board recognizes that it is authorized to use executive sessions in these and other situations, but will do so with restraint.

To maintain confidentiality and to encourage the uninhibited discussion of the subject matter in Executive Session, all statements made and positions taken by all participants must remain confidential and may not be disclosed by any participant unless and until disclosure is authorized by affirmative vote of three members of the Board.

It has been and continues to be the practice of the Board that all members of the Board, acting together, come to agreement by consensus on the specific information which is to be released to the public, the suitable vehicle for reporting that information, and the timing of the reporting.

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Originally adopted by the Board of Trustees at its Organizational Meeting on April 7, 2005 and amended on July 20, 2006, April 9, 2007, November 5, 2009, April 6, 2011, April 4, 2012 and April 5, 2017.

Upon motion by Trustee DeRose, seconded by Deputy Mayor Pohar, the Board voted unanimously to approve the following Policies and Procedures for Advisory Committees as amended:

#### Formation of new committees:

- A title and mission statement will be developed for any proposed committee and formally approved and established by the Board of Trustees.
- Such committees are constituted by, serve at the pleasure of, and report to the Board of Trustees.
- The formation of any new committee will be announced in a public meeting, the newsletter and posted on the web and scroll.
- Committees' information, findings, conclusions and recommendations where requested, will be considered advisory rather than binding by the Board of Trustees. The Board of Trustees at all times retains its rights to exercise final decisions in the governance of the Village.

#### Composition

- Committee membership will be limited to a workable odd number.
- One member will be a representative from the Board of Trustees. The Mayor shall be an ex officio member of all committees with the right to make motions, speak and vote, and when present shall be counted in determining a quorum.
- Membership on committees will be representative of the community.
- Village residents, village business people, village property owners, and residents of the 10510 zip code may serve on ad hoc committees.
- The BOT shall make their best efforts to appoint a new member within one month to fill the unexpired term of a committee member.

#### Operations

- Quorum: A quorum of any committee is a simple majority of the members appointed. A quorum must be present to conduct business.
- Structure: All committees will have a chair, vice-chair and secretary who will be responsible for meeting minutes. Committee members' names and village-generated e-mail addresses will be posted on the web.
- Attendance and Participation: The obligation is to attend committee meetings. Any member who is absent for three consecutive meetings, without providing reasonable cause to the Chair, will be deemed to have resigned. Committees are working committees; all members are expected to be prepared for the meeting and participate actively.
- Meetings:
  - Committee meetings will start promptly at the time for which they were called.
  - A committee will strive for consensus. If it cannot achieve consensus, it shall act by a simple majority of the members.
  - All deliberations will be conducted in an open, respectful and inclusive manner.



- Meeting Notification: Advance notice, including an agenda, will be given for all meetings. Notices about committee work will be posted on the web site.
- Meeting Minutes: Written minutes will be taken at all committee meetings. Minutes may follow a standard template including the time, date and location of meeting, who attended, the topic of discussion, and any action taken.
- Non-members may submit their views and comments on committee activities via e-mail or written correspondence. Committees will not be required to respond to public comments.
- Discharge: Members may be discharged from a committee by the Board of Trustees as a result of the village's conflict of interest policy, lack of attendance, misconduct or resignation.
- Reports and Public Statements: An annual report from the committee shall be submitted to the BOT by the end of February. Any committee report, including summary recommendations and the annual report, is to be presented first to the BOT prior to public presentation of same.
- Volunteerism: Committee members shall serve without remuneration, but will be reimbursed for "out of pocket" expenses incurred in performing their duties. These expenses must be preauthorized by the Village Manager or designate. Village staff will provide committees with such public information, clerical assistance and other help as necessary for them to conduct their work.
- Draft Documents: Draft documents, including minutes and all committee reports, are confidential until formally approved by a majority of the committee. No draft documents should be retained in committee files. Public distribution of draft documents or any committee report prior to adoption by the committee shall be grounds for dismissal.

**Adjournment:**

Upon motion by Trustee Zirman and seconded by Trustee DeRose, the Board voted unanimously to close the meeting at 7:47 p.m.

Respectfully submitted by,

Christine Dennett

Village Board of Trustees  
Regular Meeting  
April 5, 2017  
8:00 p.m.

The Regular Meeting of the Board of Trustees of the Village of Briarcliff Manor, New York was held in the Village of Briarcliff Manor at the William J. Vescio Community Center, at 1 Library Road, Briarcliff Manor, New York on the 5<sup>th</sup> of April, 2017 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  
Edward Ritter, Village Treasurer  
Clinton Smith, Village Counsel

**Absent**

Mark L. Wilson, Trustee

**Public Hearing Fiscal Year 2017-2018 Tentative Budget (to be continued to April 19th)**

Upon motion by Trustee DeRose, seconded by Deputy Mayor Pohar, the Board voted unanimously to open the Public Hearing.

Village Treasurer Ritter presented the Tentative Budget for FY 2017-2018 to the Board and the Public.

The Board had general discussion regarding the tentative budget and thanked Village Staff for their hard work.

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

BE IT RESOLVED, that the Board of Trustees does hereby adjourn the Public Hearing for the Fiscal Year 2017-2018 Tentative Budget to Wednesday, April 19, 2017 at 8:00pm.

**Board of Trustees Announcements by Deputy Mayor Pohar**

The Board sent their prayers and condolences to the Morrissy family for the loss of Jerome.

- Digital services are available to Library patrons.
- The Fire Department is having their Annual Election on April 6<sup>th</sup>.
- There will be a Blood Drive on April 8<sup>th</sup> at the Fire Department.
- The Recreation Brochure is available with information on Day Camp and other programs.
- The Egg Hunt will be at Chilmark Park on April 8<sup>th</sup> at 10:00am.
- Stash the Trash will be from April 8<sup>th</sup> to April 23<sup>rd</sup>.

**Village Managers Report by Village Manager Zegarelli**

Village Manager Zegarelli gave the FY16-17 8 month budget presentation.

- The upper village at the Club is under construction.
- The fields throughout the Village are closed.
- The Westchester County Mobile Shredder will be here on April 8<sup>th</sup>.
- The pavilion is on target for a Memorial Day completion.
- There will be a Special session at 6:30pm on March 22<sup>nd</sup> to schedule a public hearing for a Zoning Text Amendment.

The Mayor stated the Pleasantville Road paving project will be put out to bid by the County very soon.

**Public Comments**

There were no public comments.

**Cabaret License for Chatterbox 54 (1201 Pleasantville Road)**

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

WHEREAS, a duly completed and executed application and the requisite fee for a Class A Cabaret License was filed with the Village Clerk by 1201 Pleasantville Road Restaurant Group LLC (the Applicant) for Chatterbox 54 located at 1201 Pleasantville Road (the "Premises") pursuant to Chapter 97 of the Code of the Village of Briarcliff Manor; and

WHEREAS, in accordance with Chapter 97, the Village Clerk referred the application to the Chief of Police, Building Inspector, and Chief of the Fire Department for investigation; and

WHEREAS, the application together with reports from the Police Department, Building Department and Fire Department was submitted to the Board of Trustees; and

WHEREAS, the Applicant has agreed to comply with Chapter 97 of the Code of the Village of Briarcliff Manor in its entirety as well as the conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees does hereby grant and approve a Class A Cabaret License to 1201 Pleasantville Road Restaurant Group LLC for Chatterbox 54 located at 1201 Pleasantville Road;

BE IT FURTHER RESOLVED that such License is strictly conditioned upon Applicant's compliance with, and operation of the Premises in accordance with Chapter 97 of the Village Code of the Village of Briarcliff Manor in its entirety; and

BE IT FURTHER RESOLVED that such License is strictly conditioned on the following express conditions:

- All activities at the Premises shall comply with the Village's Noise Ordinance (Village Code Chapter 146).
- A sign stating the occupancy limits of the Premises shall be posted.
- Tables and chairs that are removed or relocated for purposes of utilizing the License shall be stored in an approved location on the Premises and shall not block or impede any means of egress.
- Both front doors of the Premises shall be fully accessible from both sides of the Premises and shall not be blocked or access thereto otherwise impeded by persons or property or other hazards.
- All powered electrical equipment will be plugged directly into an outlet; there will be no extension cords or power strips used on the Premises.
- The fire alarm system for the Premises will be fully operational at all times.

BE IT FURTHER RESOLVED that such License shall expire on December 31, 2017, and if Applicant should wish to renew said License in accordance with Section 97-6 of the Code of the Village of Briarcliff Manor, an application to renew the License with the requisite fee shall be submitted to the Village Clerk by no later than September 30, 2017.

### **Fire Department Service Awards Program for 2016**

Upon motion by Trustee Zirman, seconded by Deputy Mayor Pohar, with one abstention from Trustee DeRose the Board voted to approve the following resolution:

BE IT RESOLVED, that the Volunteer Firefighter Service Award Program list for all 2016 active firefighters of the Briarcliff Manor Fire Company, the Briarcliff Manor Hook, Ladder & Fire Company and the Scarborough Engine Company is hereby approved.

BE IT FURTHER RESOLVED that the list and certification shall be directed to the respective fire companies for posting for a period of thirty (30) days.

**Authorize Village Manager to Execute an Agreement with Westchester County for Prisoner Transportation**

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

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an agreement with Westchester County for Prisoner Transportation for the period from January 1, 2016 through December 31, 2017.

**Award of Bid – Municipal Building Video Surveillance System Upgrade**

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

WHEREAS the Village received 3 bids for the Municipal Building Video Surveillance System Upgrade Project (VM-1617-4); and

NOW, THEREFORE, BE IT RESOLVED that the bid for the Municipal Building Video Surveillance System Upgrade Project (VM-1617-4) is hereby awarded to Securitas Electric Security, Inc., the lowest responsible bidder, with their bid proposal of \$97,600; and

BE IT FURTHER RESOLVED that a budget transfer from Contingency A1990.499 in the amount of \$36,850 to H.3120.201.17226 is hereby authorized; and

BE IT FURTHER RESOLVED that the project will be charged to budget code H.3120.201.17226 in the amount of \$97,600; and

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with Securitas Electric Security, Inc. for said project.

**Adjournment**

Upon motion by Trustee Zirman, seconded by Trustee DeRose, the Board voted unanimously to adjourn the regular meeting at 9:25pm.

Respectfully Submitted By,

Christine Dennett  
Village Clerk