

# AGENDA APRIL 4, 2018 BOARD OF TRUSTEES VILLAGE OF BRIARCLIFF MANOR, NEW YORK REGULAR MEETING – 8:00 PM

# **Pledge of Allegiance**

- 1. Public Hearing Fiscal Year 2018-2019 Tentative Budget (to be continued to April 18th)
- 2. Public Hearing to Renew a Special Use Permit The American Anglican Church (Holy Innocents)

## **Board of Trustees Announcements**

**Village Managers Report** 

**Public Comments** 

3. Authorize the Village Manager to Execute an Information Technology Services Agreement

**NEXT REGULAR BOARD OF TRUSTEES MEETING – APRIL 18, 2018** 

# VILLAGE OF BRIARCLIFF MANOR BOARD OF TRUSTEES AGENDA APRIL 4, 2018

# 1. PUBLIC HEARING FOR FISCAL YEAR 2018-2019 TENTATIVE BUDGET

BE IT RESOLVED, that the Board of Trustees does hereby adjourn the Public Hearing for the Fiscal Year 2018-2019 Tentative Budget to Wednesday, April 18, 2018 at 8:00pm.

# VILLAGE OF BRIARCLIFF MANOR BOARD OF TRUSTEES AGENDA APRIL 4, 2018

# 2. PUBLIC HEARING, SPECIAL USE PERMIT, AMERICAN ANGLICAN CHURCH (HOLY INNOCENTS)

BE IT RESOLVED that the Special Use Permit issued to American Anglican Church (Holy Innocents) is hereby renewed subject to the same conditions included in the original Special Use Permit approval dated May 1, 2003.

BE IT FURTHER RESOLVED that the Special Use Permit renewal shall extend to May 1, 2023.

BE IT FURTHER RESOLVED that should the American Anglican Church (Holy Innocents) desire to renew this Special Use Permit for another five year period, commencing in 2023, the Church shall be responsible for requesting the renewal at least sixty (60) days prior to the expiration of the Special Use Permit.

WHEREAS, the Planning Board has determined that the site plan modification and the issuance of a Special Use Permit relating thereto does not pose an adverse environmental impact and has issued a negative declaration; and

WHEREAS, the Board of Trustees does hereby concur with the environmental findings of the Planning Board; and

WHEREAS, the Village Board of Trustees has previously considered said application in relation to Section 4(B) of the Village Zoning Ordinance and finds that the applicant's operations since June 27, 1985, to comply with conditions cited in its original Special Permit resolution of approval, finds that the conditions and standards of Section 4(B), Subsection C of the Zoning Ordinance may continue to be met by a Special Permit granted under the conditions previously set;

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees, does hereby grant a Special Permit to Scarborough Presbyterian Church to continue operating a nonresidential institution, for a period of five years, subject to all previous conditions set in all previous Special Permit approvals, the violation of any of which shall place the Special Permit and its Certificate of Occupancy in jeopardy and subject to revocation by the Village.

BE IT FURTHER RESOLVED, that the Board of Trustees does hereby adopt the findings and negative declaration of the Planning Board pursuant to SEQRA.

BE IT FURTHER RESOLVED, that this Special Permit is subject to the conditions established in the resolution adopted by the Planning Board dated March 11, 2003.

BE IT FURTHER RESOLVED, that the result and intent of this resolution is to continue the entire Scarborough Presbyterian Church under a single Special Permit review, irrespective of any previous claims to nonconformity status, all of which shall operate under the control of a single expiration date, to expire on October 4, 2006, which is five (5) years from the expiration date of the previous permit and the Scarborough Presbyterian Church may apply for a single Special Permit extension on or before this five (5) year increment and obtain the renewal of such permit to the extent deemed feasible by the Village Board of Trustees at the time of review.

# PUBLIC HEARING: Special Use Permit, 680 Albany Post Road

Rev. John A. Herzog, represented the American Anglican Church Diocese of the Holy Innocents relating to the application for the issuance of a Special Use Permit to operate a place of worship in a residential zone.

Trustee Venditti noted that the Planning Board has recommended that the application be referred to and coordinated with the Town of Mount Pleasant. Village Manager Blau stated that there were parking issues, but the Village has not yet contacted the Town of Mount Pleasant concerning the application. Assistant Village Manager Richards noted that the Town of Mount Pleasant was notified about the application by Public Notice.

Rev. Herzog stated that the property was split between the Village of Briarcliff Manor and the Town of Mount Pleasant. He indicated that the proposed use would remain a residence with an accessory use as a public chapel accommodating no more than 24 parishioners. He noted that there would be two parking areas providing eleven parking spaces; eight parking spaces on the Briarcliff side would be used for public parking and three spaces on the Mount Pleasant side would be used for the Bishop and Clergy.

The Board discussed the parking situation and the need to obtain authorization from the Town of Mount Pleasant concerning the additional parking spaces. Assistant Village Manager Richards stated that the Planning Board would discuss the amount of parking spaces required and any approvals necessary during the site plan review process.

Trustee Venditti noted that the memorandum from the Planning Board indicated that the building would be

used for one service each Sunday at 10:00 a.m. He asked if there was any regulation in the Zoning Code or requirement in the Special Use Permit that requires the service to be completed by a certain time. Rev. Herzog stated that he expected the service to end around 12:00 noon, but he expressed concern with establishing a time limit should they hold a coffee hour or luncheon after the service.

Village Manager Blau noted that the Special Use Permit would allow the residence to be used as a place of worship for one service each Sunday and that it would not include any function beyond that, such as social events. Planning Board Member Nancy Pine noted that the Planning Board issued a recommendation based upon the information submitted by the applicant, which stated that there were no programs, events or functions planned other than Sunday morning religious worship service.

The Board reviewed the information contained in the Planning Board's recommendation and they agreed to define the hours of operation in the resolution from 10:00 a.m. to 2:00 p.m. The Board also agreed that should the applicant desire to amend the usage of the Special Use Permit, the applicant would need to submit a request to the Village.

Rev. Herzog asked if the Village could contact the Town of Mount Pleasant on his behalf. Village Manager Blau stated that it was the responsibility of the applicant to obtain the necessary approval from the Town of Mount Pleasant pertaining to the parking spaces, but he would discuss the matter with the Town of Mount Pleasant should any difficulties arise. The Board agreed that the approval of the Special Use Permit would be contingent upon the applicant providing to the Village proof of approval from the Town of Mount Pleasant by no later than November 1, 2003.

Upon motion by Trustee Wilde, seconded by Trustee Venditti, the Board voted 4-0 to close the Public Hearing.

Upon motion by Trustee Venditti, seconded by Trustee Wilde, the Board voted 4-0 to approve the following resolution as amended:

WHEREAS, the Board of Trustees received an application from the American Anglican Church Diocese of the Holy Innocents on July 26, 2002 to utilize the residence at 680 Albany Post Road as a place of worship; and

WHEREAS, the Board of Trustees directed the application to the Planning Board for review and recommendation on August 15, 2002; and

WHEREAS, the Planning Board conducted a number of public meetings to discuss the issuance of the Special Use Permit for 680 Albany Post Road; and

WHEREAS, the Planning Board issued a memorandum on April 11, 2003 recommending that the Board of Trustees grant the Special Use Permit subject to specific conditions; and

WHEREAS, the Board of Trustees desires to issue a Special Use Permit pursuant to the recommendations of the Planning Board.

NOW THEREFORE BE IT RESOLVED, that a Special Use Permit is hereby issued to the American Anglican Church Diocese of the Holy Innocents for use of the residence at 680 Albany Post Road, Section 4, Plate 31B, Block 26, Lot 9B as a place of worship.

**BE IT FURTHER RESOLVED**, that the use of the residence as a place of worship may occur on Sundays, for one service starting at 10:00 a.m. and end by 2:00 p.m.

**BE IT FURTHER RESOLVED**, that the maximum number of parishioners permitted at the service is twenty-four (24).

**BE IT FURTHER RESOLVED**, that the American Anglican Church Diocese of the Holy Innocents must return to the Planning Board for site plan approval prior to the issuance of a Certificate of Occupancy for the use of the residence as a place of worship.

**BE IT FURTHER RESOLVED,** that this Special Use Permit approval is contingent upon applicant providing to the Village proof of approval from the Town of Mt. Pleasant with respect to the use of at least three parking spaces located in the Town of Mt. Pleasant in connection with the 24 fixed seating referenced in this Special Use Permit application by no later than November 1, 2003.

**BE IT FURTHER RESOLVED**, that no modifications are permitted to the building or site without first obtaining an amended Special Use Permit and site plan approval.

**BE IT FURTHER RESOLVED,** that should the applicant desire to amend this Special Use Permit, the applicant shall submit a written narrative describing in detail the extent and nature of existing and proposed use, events, functions, programs, number and size of services, number of employees, hours of operation, and any other information pertinent to the Special Use Permit amendment.

BE IT FURTHER RESOLVED, that this permit shall be valid for a period of five (5) years from May 1, 2003 or the date of this approval, whichever is later and the American Anglican Church Diocese of the Holy Innocents may apply for a Special Use Permit extension on or before this five-year increment and obtain the renewal of such permit to the extent deemed feasible by the Board of Trustees at the time of review, and the violation of any of the conditions included herewith shall place the Special Permit and the Certificate of Occupancy issued pursuant thereto in jeopardy and subject to revocation by the Village.

PUBLIC HEARING: Amendment to Chapter 195, Taxation: Article II, Senior Citizens Exemption

Village Manager Blau stated that the State of New York has increased the maximum income level for the Senior Citizen Exemption from real property taxes. He noted the current maximum income level in Village's law is \$20,500 for a 50 percent exemption, and the State has increased the amount to \$21,500. The law provides for a sliding scale, with the percentage of exemption decreasing with an increase in the level of income.

He recommended that the Board include the entire sliding scale in the Village Code, as opposed to strictly the maximum income level, in order to make the information available to the public.

Leonard Feldman, 689 Sleepy Hollow Road, asked why the Village was doing this since the Town Accessor was already using the new rates to calculate Senior Citizen Exemptions. Village Manager Blau stated that the Town Accessor needs permission from the Village to increase the income level for the exemption from Village taxes. He noted that the Senior Citizen Exemption was already on the books and the exemption Mr. Feldman received was most likely based on the old rates. Mayor Chatzky directed the Village Manager to investigate the matter.

Upon motion by Trustee Venditti, seconded by Trustee Smith, the Board voted 4-0 to close the Public Hearing.

Upon motion by Trustee Wilde, seconded by Trustee Venditti, the Board voted 4-0 to approve the following resolution as amended:

**BE IT RESOLVED**, that the Local Law amending Chapter 195, Taxation, Article II, Senior Citizen Exemption, Section 6, Maximum Income Level of the Code of the Village of Briarcliff Manor is hereby amended by changing the Section heading, increasing the maximum income level and providing the entire exemption in the Code.

A Local Law to amend Chapter 195, Taxation, Article II, Senior Citizens Exemption of the Code of the Village of Briarcliff Manor by establishing a new Maximum Income Level in Section 6.

# VILLAGE OF BRIARCLIFF MANOR BOARD OF TRUSTEES AGENDA APRIL 4, 2018

# 3. AUTHORIZE VILLAGE MANAGER TO EXECUTE AN INFORMATION TECHNOLOGY SERVICES AGREEMENT

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an Information Technology Services Agreement with Sullivan Data Management from April 1, 2018 through March 31, 2019 for \$45,000.

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1520B Front Street Yorktown Heights, NY 10598 Tel 914 962-1573 Fax 914 962-6030

sales@sullivandata.com support@sullivandata.com

March 13, 2018

Proposal 11618

Village of Briarcliff Manor 1111 Pleasantville Road Briarcliff Manor, NY 10510 ATTN: Ed Ritter - Treasurer

Dear Ed,

Sullivan Data is pleased to propose an annual Information Technology Services agreement to the Village of Briarcliff Manor. If approved, the agreement will begin on April 1, 2018 and run through March 31, 2019. The cost of the agreement will be \$45,000.00, paid quarterly.

This agreement includes Commercial General Liability, Automobile Liability, Workers' Compensation and Professional Errors and Omissions Liability (malpractice) insurance coverages as current exist. Please see attached for coverages and limits. The pricing of this agreement is based on the limits of these coverages. If the Village requires insurance coverages that are different than the current limits, please notify us so that we may discuss your coverage requirements and adjust the cost of this agreement accordingly.

Equipment added (additional) to the system during the course of a contract year will be charged for on a prorated basis at time of purchase and / or installation.

Please note that this agreement requires signatures in 3 places, assuming you accept the extended hours addition.

- Acceptance of the extended hours support addition on page 6.
- Acknowledgment of the installation and upgrade services section on page 8.
   We ask that you have all personnel in your organization who are involved in system upgrades carefully read and understand the process and turn around times associated with these services.
- Acceptance of the agreement on page 9.

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If you have any questions, please do not hesitate to call.

Best regards,

Dianna Sullivan

Attachments

## **Standard Hours Network Support**

#### **Contract Period:**

Annual contract running from April 1, 2018 through March 31, 2019.

Covered Periods are from 8:30am to 5:00pm Monday Through Friday, excluding national holidays.

#### Please see Extended Hours Support Option on page 6 of this document.

#### Service and Support Description:

This managed services agreement, provides services to out source the operation, security, management, maintenance and repair of the client's Information Technology systems to Sullivan Data Management, Inc. (Sullivan Data). This is a sole responsibility agreement, meaning that during the periods covered by this agreement, no other person or entity will have administrative access or control of the system, its configuration or core components.

Sullivan Data will provide 24x7x365 monitoring of all mission critical systems and components as part of this agreement. These items include servers, firewalls, switches, Internet connectivity and site to site connectivity and communications. Note that monitoring will be enabled as soon as new firewalls are installed and VPNs to Sullivan Data's monitoring system are created and activated.

Sullivan Data will provide telephone support, remote support, onsite support and repair services during the covered periods. Support will be provided on a direct call basis from 8:30am to 5:00pm Monday through Friday. Sullivan Data will manage, maintain, troubleshoot and repair the existing network and desktop infrastructure including servers, switches, firewalls, backup systems, workstations, printers, server and workstation operating systems, e-mail and anti-virus software. We will apply patches and regular updates to server and workstation operating systems.

Sullivan Data will provide end user help desk services, maintain user accounts and system security. Sullivan Data will work with your applications software vendors to assist in the correction of any problems relating to their software operating on the managed IT network. These software vendors will continue to have the primary responsibility of supporting their software and you will be required to maintain support services with each of these vendors.

#### Response Time:

We will generally put you on with a technician to assist you in solving your problem within a few minutes of receiving your call. During very busy periods it may be necessary to call you back, this will usually be within one hour.

#### On Site Services:

If we cannot resolve your problem over the phone or remotely and it is of a critical nature such as a server, switch or firewall down, we will dispatch a technician to your site within 2 hours. If we cannot resolve your problem over the phone or remotely and it is of a non critical nature, such as an issue with a workstation or printer, we will dispatch a technician to your site sometime that same day or the following morning.

#### Software Support and Assistance:

Sullivan Data will provide maintenance and support for all system related software such as server and workstation operating systems, backup software, anti virus software, e-mail and web browsing software.

Sullivan Data will provide operational assistance for application software. Operational assistance is defined as problems or issues relating to the proper operation and functionality of the software such as the software running slowly, freezing up or generating errors. This agreement does not provide for assistance with the functionality and / or use of the software products.

The client will be required to maintain software support for any specialized software package in use in their IT systems. Sullivan Data will work in conjunction with the vendors of any such specialized software to ensure that their products function properly on the client's computers and network. Upgrades to any such specialized software are included in this agreement provided the upgrade takes 4 hours or less to complete. Upgrades and specifically migrations expected to take more than 4 hours will be quoted and invoiced separately from this agreement

#### **Inclusions & Exclusions:**

This support agreement is intended to maintain your computer network as it currently exists. It provides for necessary services to manage the system and troubleshoot all equipment attached to your network as detailed on the attached asset list.

Replacement parts or materials to effect repairs are not included in this agreement and will be provided by; a) hardware vendors under manufacturers warrantee, b) by the client at their expense or c) by Sullivan Data at cost plus 10% plus any freight charges incurred. In situations where replacement parts or equipment are not readily available, Sullivan Data will provide loaner equipment if the required equipment or component is in our spares inventory. Loaner equipment must be returned to Sullivan Data within 30 days.

Replacement services for smaller items such as monitors, peripherals or local printers will be provided at no charge. Replacement services for larger items such as computer systems, network printers or other equipment requiring an extended installation will be quoted at the time of failure.

Troubleshooting and repair of hardware and software provided and installed by others will be the responsibility of those particular vendors. In order to facilitate proper integration into the clients IT system, Sullivan Data must be consulted and involved in the planning and integration of same. If hardware or software is installed without Sullivan Data's involvement, troubleshooting and problem resolution will not be covered under this agreement.

Troubleshooting and repair of hardware, software and systems that have been installed, modified, reconfigured or relocated by others will not be covered by this agreement. Services and materials required to resolve problems arising from hardware, software and systems provided and installed by vendors or persons other than Sullivan Data employees will be invoiced at the current hourly rate for actual time spent.

Technology services related to building or facility construction, addition or renovation are specifically excluded from this agreement. Consulting, design or installation services will be billed on an hourly or separate proposal basis.

#### Inclusions & Exclusions: (cont.)

Expansions or upgrades to the system, other than software upgrades taking 4 hours or less, are excluded from this agreement and will be quoted, scheduled and invoiced separately from this agreement. See Installation and Upgrade Services on page 7.

Sullivan Data will provide help desk, troubleshooting and problem resolution of remote access connectivity for users with remote access connections. Mobile / remote equipment owned by the client will be covered as an integral part of this agreement. Support or repair of users personal devices, home computers and home Internet connections are not covered in this agreement.

#### Inventory, User And Call Management:

Sullivan Data will provide and maintain an updated inventory of the IT related assets which include asset name, location, model number, serial number, attached subsystems, purchase date, installation date and warrantee information. We will provide and maintain detailed system configuration information. We will provide and maintain user and department specific information. We will provide and maintain call and call resolution information as well as a searchable knowledge base related to problems reported and their resolutions, thus reducing the time necessary to resolve problems already encountered. All of this information will be maintained in our client management database.

#### **Annual Review:**

As part of this agreement, the client will receive an annual systems review which includes review of current equipment / operations, discussion of current and projected IT needs, recommendations for additions and replacements during the coming calendar / fiscal year and estimated costs to implement same. Services provided during this review are limited to 10% of the contract value.

#### **Administrative Control:**

During the contract period, Sullivan Data will maintain sole administrative control of the network. No other persons or entities including employees and / or software vendors shall have said administrative control or access during this period. Upon expiration or non-renewal of this agreement, administrative access and control will be returned to the client, or the client's designated agent, in consideration of a release of liability executed at the time the administrative passwords are transferred. At the point where administrative access and control is transferred, Sullivan Data will have no further responsibility or any liability with regard to the clients systems.

#### **Loaner Parts:**

Sullivan Data Management maintains an extensive inventory of spare parts and equipment for the specific purpose of assisting our clients in emergency situations. This agreement provides free loaner access to any item in our spares inventory for a period not to exceed 30 days.

#### Consumables:

The cost of ink, toner and consumable parts (including maintenance kits) used in laser and inkjet printers as well as replacement batteries used in Laptops or UPS units are not included in this agreement. Installation of these items will be done at no cost under this agreement. The use of aftermarket and / or re-manufactured ink and toner cartridges are known to cause severe damage to printing equipment and will void the manufacturers warrantee if damage occurs from use of same. This agreement specifically excludes repair of damage caused by the use of aftermarket and / or re-manufactured consumables.

#### **Beyond Control:**

Damage to equipment caused by external forces or acts of God such as fire, flood, lightning, attack, earthquake, building damage or any other circumstances not occurring within the systems normal operating environment will not be covered under this support agreement. In the event such damage to the system takes place, Sullivan Data Management will respond and repair the damage and will invoice you for the materials and services necessary to complete the repairs. Please note that damage occurring under these circumstances is usually covered by your organizations insurance.

#### **Suspension Of Services:**

Sullivan Data Management reserves the right to suspend all services under this agreement if payment has not been received in full within forty five (45) days after the due date of any invoice, including but not limited to any invoice for services performed outside of this agreement.

# **Termination of Agreement:**

The client may terminate this agreement with (30) days written notice only for sufficient cause which shall be defined as the failure of Sullivan Data Management to provide the services defined in this agreement in a timely and professional fashion and additionally the failure of Sullivan Data Management to remedy any improper or incorrect service provided within 30 days of written notification by the customer.

Sullivan Data Management may terminate this agreement with (30) days written notice in the event the customer fails to make payments due for any services whether or not such services were provided under this agreement or not. Any such termination of this agreement shall not relieve the client of it's obligation to pay charges justly due Sullivan Data Management for services properly performed and expenses properly incurred prior to such termination.

Any default under this agreement or any agreement for installation services and/or system upgrades that are not included in this agreement shall constitute a default under all of the above-referenced agreements and, except as may otherwise be agreed upon in writing signed by the relevant parties.

Standard Hours IT Systems Support

\$45,000.00

# Option to Add Extended Hours Support to Sullivan Data Support Services Agreement

#### **PLEASE NOTE:**

Sullivan Data monitors all mission critical infrastructure equipment (servers, switches, firewalls etc) at no charge to our clients. Under our current agreement, If a mission critical failure occurs outside of normal business hours, such as an evening, weekend or holiday, we will address the problem on the next business day. If your organization would like us to provide emergency response services for mission critical problems detected, we can offer extended hours support services as follows.

Extended hours support is provided for mission critical system problems and failures only. This support would be billed separately at the rate of \$250.00 per incident for responses that do not require an onsite presence and \$500.00 per incident for responses requiring an onsite presence of less than 4 hours. Any problem or failure that exceeds 4 hours would be billed for the actual time spent.

| Signature | Date |  |
|-----------|------|--|
|           | 40°  |  |
|           |      |  |
|           |      |  |
|           |      |  |

If you elect to have Sullivan Data provide these additional services please sign below.

# **Installation And Upgrade Services:**

Sullivan Data Management encourages all support contract clients to participate in an annual systems review provided as part of this support agreement. All system additions and upgrades should be identified and planned on an annual basis. This process will assist the client with budget preparation and planning as well as provide Sullivan Data Management with information on the clients needs for the coming year. Please see the Annual Systems Review on page 4.

Installation services and system upgrades are not included in this agreement. Any upgrades to the system must be planned and scheduled well in advance. Installation and upgrade services can either be quoted at a fixed fee or provided for at an hourly rate with a minimum of 2 hours onsite and no charge for travel time or mileage.

Hourly rates for installation / upgrade services are as follows:

|     | Desktop / Printer installation, configuration and repair services.             | \$130.00 per hour |
|-----|--|-------------------|
|     | Server / Infrastructure installation, configuration and repair services.       | \$150.00 per hour |
|     | IT Consulting services outside the scope of this agreement.                    | \$150.00 per hour |
| m   | Data / Voice cabling installation and certification services for copper cable. | \$120.00 per hour |
| 222 | Data / Voice cabling installation and certification services for fiber cable   | \$135.00 per hour |

Turn around time for new installations and / or system upgrades will be based on the size and complexity of the work requested, the planning required and the workload of the Project Team at the time the request is made.

Typical turn around for replacement computers and / or printers will range from 15 to 30 days, while turn around time for larger, more complex upgrades such as server and /or infrastructure upgrades will range from 30 to 60 days, again depending on the amount of engineering and planning required and the workload of the Project Team at the time the initial request is made.

Due to the complex nature of system upgrades, advanced engineering, planning and scheduling is imperative to achieve the level of professionalism we provide. Our Project Team operates in a continuous 30 to 60 day cycle.

The process of executing system upgrades consists of the following steps:

- Receive client request for addition or upgrade.
- Determine what the need is and if existing systems can meet the need.
- If not, determine what changes need to be made to existing systems.
- Perform preliminary engineering to prepare cost estimates.
- Prepare and present a proposal to make the necessary changes.
- Update and / or revise proposal based on client input.
- Receive client approval and required project paperwork.
- Perform final engineering and prepare purchase documents.
- Order and receive materials.
- Schedule and perform the required work.
- Update client documentation to reflect system changes.

## Installation And Upgrade Services (continued)

Due to the complex nature of system upgrades and the typically longer turn around time required for same it is important to involve Sullivan Data's Project Team in the earliest stages of any upgrade or expansion because of the turn around time involved in such work.

It is also important to understand that in today's "connected world" almost every type of electronic device will need to be integrated with the organizations network. These devices include but are certainly not limited to multifunction copiers, telephones, video conferencing systems, video surveillance systems, ip radio systems, credit card machines and HVAC Systems.

Clients should not have installation, upgrade expansion or relocation discussions with any hardware or software vendors without Sullivan Data's direct involvement. Attempting to do so will, in all probability, delay the implementation time and add to the costs involved.

System additions and / or upgrades which are provided and installed by others will not be supported under this agreement.

| I have read, understand | and accept the above information on Upgrades and New Installation work. |  |  |
|-------------------------|---|--|--|
|                         |   |  |  |
| Name                    | Signatura   |  |  |

# ACCEPTANCE OF PROPOSAL

| ACCEPTED FOR SULLIVAN DATA MANAGEMENT.       |                 |   |  |  |  |  |
|--|-----------------|---|--|--|--|--|
| BY:  | DIANNA SULLIVAN | X |  |  |  |  |
| TITLE:                                       | PRESIDENT       |   |  |  |  |  |
| DATE:  | ¥               |   |  |  |  |  |
| ACCEPTED FOR THE VILLAGE OF BRIARCLIFF MANOR |                 |   |  |  |  |  |
| BY:  |                 | x |  |  |  |  |
| TITLE:                                       |                 |   |  |  |  |  |
| DATE:  |                 |   |  |  |  |  |