



**AGENDA**  
**WEDNESDAY OCTOBER 17, 2018**  
**BOARD OF TRUSTEES**  
**VILLAGE OF BRIARCLIFF MANOR, NEW YORK**  
**REGULAR MEETING – 8:00 PM**

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**Pledge of Allegiance**

**Board of Trustees Announcements**

**Village Managers Report**

**Public Comments**

1. Authorize Village Manager to Execute Fire Protection Agreement with Mount Pleasant – Ambulance Service
2. Grant Authority to the Village Manager and Village Treasurer to Sign Merchant Agreements and Accounts with TD Bank
3. Authorize the Village Manager to Execute a Professional Services Agreement with McLaren Engineering for Public Purpose Improvements - The Club, Phase 5 (Water)
4. Award of Bid – Water Main Replacement Project Union and Requa Streets
5. Tax Abatement – 147 Holbrook Lane
6. Minutes

**NEXT REGULAR BOARD OF TRUSTEES MEETING – WEDNESDAY,  
NOVEMBER 7, 2018**

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
OCTOBER 17, 2018

**1. AUTHORIZE VILLAGE MANAGER TO EXECUTE FIRE PROTECTION AGREEMENT WITH MT. PLEASANT**

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute a Fire Protection Agreement with the Town of Mt. Pleasant for ambulance services to the Mount Pleasant West Ambulance District in the amount of \$3,937 to expire on December 31, 2018.



CARL FULGENZI  
Supervisor

September 17, 2018

Phillip E. Zegarelli, Village Manager  
Village of Briarcliff Manor  
1111 Pleasantville Road  
Briarcliff Manor, NY 10510

Re: 2018 Agreement for Ambulance Service

Dear Mr. Zegarelli:

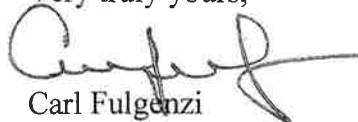
In accordance with paragraph "EIGHTH" of the contract, the term is automatically renewed annually through 2018.

In accordance with paragraph "FIRST" of the contract and the 2018 town budget, the Mount Pleasant West Ambulance District will pay to the Village of Briarcliff the sum of \$3,937 for 2018. This will be paid in one payment on or about May 15, 2018.

If this is acceptable, kindly sign and return one copy of this letter, which will be appended to the original agreement dated March 13, 2012. Please provide an updated certification of insurance at your earliest convenience.

Thank you for your assistance and continued service.

Very truly yours,



Carl Fulgenzi

CF/rl

Enclosures

AGREED: \_\_\_\_\_

NAME: Phillip E. Zegarelli

TITLE: Village Manager

## **AGREEMENT**

This agreement dated as of January 1, 2018, by and between MOUNT PLEASANT WEST AMBULANCE DISTRICT, with offices at One Town Hall Plaza, Valhalla, New York 10595 (hereinafter referred to as the "DISTRICT") and VILLAGE OF BRIARCLIFF MANOR, a municipal corporation duly organized and existing under the laws of the State of New York with offices at 1111 Pleasantville Road, Briarcliff Manor, NY 10510 (hereinafter referred to as the "VILLAGE").

WHEREAS, the DISTRICT was established pursuant to TOWN LAW Section 190 et seq. for the purpose of providing emergency medical services for the purpose of providing pre-hospital emergency medical treatment and emergency transportation of sick or injured persons found within the boundaries of the DISTRICT to hospitals, sanitariums or other places within reasonable distances for the treatment of such illness or injury; and

WHEREAS, the VILLAGE operates an ambulance service known under the auspices of the Briarcliff Manor Fire Department Ambulance Corps (hereinafter referred to as the "AMBULANCE CORPS"); and

WHEREAS, the VILLAGE wishes to furnish emergency ambulance service to persons requiring same within the boundaries of the District; and

WHEREAS, the DISTRICT may contract with one or more organizations having sufficient training and personnel experienced in the operation, maintenance and repair of emergency vehicles and for furnishing of emergency treatment; and

WHEREAS, the AMBULANCE CORPS has the experience, personnel and equipment as required to faithfully fulfill the terms of this Agreement.

NOW, THEREFORE, it is mutually agreed as follows:

FIRST: 1) The VILLAGE through the AMBULANCE CORPS hereby agrees to furnish emergency ambulance service for a term of one year, commencing January 1, 2018, to the following areas within the district: Country Club Lane, Country Club Lane North, Country Club Lane South, Ivanhoe Place, Union Street, Requa Street, Kings Grant Way, Tower Hill Road, East Gate Road, Pocantico Lake Road, Old Sleepy Hollow Road Extension and Sleepy Hollow Road, to the extent it is North of Route 117. In the event all AMBULANCE CORPS vehicles are in use and an additional call for emergency assistance is placed within the covered area, the "mutual aid" plan will automatically be activated whereby a neighboring ambulance service will respond to the call.

2) In consideration for the performance of the emergency ambulance services to be performed by the AMBULANCE CORPS, the DISTRICT shall pay to the VILLAGE the sum of Three Thousand Nine Hundred Thirty Seven (\$3,937.00) dollars for year 2018. Payment will be made on or about May 15, 2018.

The amount of the consideration for any subsequent annual renewal of this agreement (see ¶8) shall be subject to negotiation. The District reserves the right to conduct an annual audit of the books and records of the VILLAGE OF BRIARCLIFF MANOR upon due notice and during normal business hours.

3) Out of the payments made by the Town of Mt. Pleasant to the Village of Briarcliff Manor, the Village shall pay over to the Briarcliff Manor Ambulance Corps the sum of Thirty-five (35%) percent of such payments. Such payment shall be made pursuant to General Municipal Law Section 209-d.

SECOND: The VILLAGE and the AMBULANCE CORPS shall comply with all federal, state and local statutes and ordinances, including and not limited by, Article 30 of the Public Health Law of the State of New York, as amended, as the same pertains to the ambulance services. It is further agreed that the VILLAGE and the AMBULANCE CORPS shall comply with any and all applicable regulations issued from time to time by regulatory agencies having jurisdiction.

THIRD: The VILLAGE and the AMBULANCE CORPS hereby agree to furnish the DISTRICT the necessary certificates certifying that it has complied with all of the laws of the State of New York regarding the training of personnel and shall provide equipment, ambulance and personnel sufficient to furnish said services.

FOURTH: The AMBULANCE CORPS through its appropriate members shall at all times during the term of this agreement be subject to call for such emergency

service by the Police Department for a person or persons living or found within the boundaries of the DISTRICT and, when notified by the Police Department of a request for such service, shall respond to and render such service without undue delay and with suitable equipment and personnel.

FIFTH: The VILLAGE and the AMBULANCE CORPS shall indemnify and save harmless the DISTRICT and the Town of Mount Pleasant against all liability, losses, cost (of whatever nature or description including reasonable attorneys fees) and damages on account of injury to persons or property arising as a result of alleged negligence, want of care or fault of any nature whatsoever of the AMBULANCE CORPS pertaining to this Agreement.

SIXTH: This Agreement cannot be changed or modified except by another instrument in writing, signed and executed as of the date and year first written above.

SEVENTH: This Agreement shall be nonassignable.

EIGHTH: The parties hereto agree that this Agreement shall be for the period of one year and shall be automatically renewed thereafter for four (4) successive year intervals unless terminated earlier by the parties as provided below (the maximum term of this Agreement being up to December 31, 2018). Either party may terminate this agreement for any reason whatsoever upon giving sixty (60)

days written notice to the other party prior to the end of any one year term of this Agreement. Upon giving such notice, this Agreement shall terminate at the end of the calendar year in which said notice is given. The notice to be given hereunder shall be certified mail, return, receipt requested, addressed to the parties and address stated above.

NINTH: This Agreement shall be governed and construed pursuant to the laws of the State of New York.

TENTH: Neither of the parties herein shall be responsible for failure or delay in the performance of any obligation hereunder caused by labor disturbances, fire, earthquake, war, insurrection, interference by civil or military authorities, floods, storms, transportation embargoes, or any other cause whatsoever not within its control and which by the exercise of due diligence it is unable to overcome, of the nature or class commonly embraced in the phrase, "Act of God," whether one of the causes hereinabove enumerated or not.



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

**MOUNT PLEASANT WEST AMBULANCE DISTRICT**

By: \_\_\_\_\_  
Carl Fulgenzi, Supervisor  
Town of Mount Pleasant

\_\_\_\_\_  
Attest

**VILLAGE OF BRIARCLIFF MANOR**

By: \_\_\_\_\_  
Phillip E. Zegarelli,  
Village Manager

\_\_\_\_\_  
Attest

ACCEPTED AND AGREED:

\_\_\_\_\_  
Chief  
Briarcliff Manor Fire Department

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
OCTOBER 17, 2018

**2. GRANT AUTHORITY TO THE VILLAGE MANAGER AND VILLAGE TREASURER TO SIGN MERCHANT AGREEMENTS AND ACCOUNTS WITH TD BANK**

**Certificate of Corporate Resolutions  
Authority for Merchant Agreements and Accounts**

I hereby certify that I am the duly appointed and qualified Village Clerk and keeper of the records of the Village of Briarcliff Manor, that the following is a true and complete copy of Resolutions duly adopted at a meeting of the Board of Trustees of said Village held on October 17, 2018 in accordance with law and the by-laws of, or by consent of, the Village of Briarcliff Manor, and that my delivery of this Certificate of Corporate Resolutions certifies to Bank that such Resolutions are binding upon the Village and still in full force and effect.

RESOLVED, that the officers, employees or agents of the Village of Briarcliff Manor whose names and signatures appear below are hereby authorized, acting singly or jointly, for and on behalf of the Village of Briarcliff Manor, to enter into, sign, maintain, amend and renew an agreement or agreements with Bank for the processing of credit and debit card transactions ("Merchant Agreement(s)"), and open and maintain a deposit account or accounts ("Account(s)") of the Village of Briarcliff Manor with Bank, whether or not such Accounts are related or entered into pursuant to any Merchant Agreement(s) or otherwise, subject to the terms and conditions specified in any applicable Merchant Agreement(s) and/or Account Agreement(s), and to endorse and deposit with said Bank negotiable instruments or other orders for the payment of money, which endorsements may be made in writing or by stamp and without the designation of the person endorsing.

BE IT FURTHER RESOLVED, that the undersigned officers, employees or agents of the Village of Briarcliff Manor may sign contracts, agreements, instruments, checks or other orders for the payment of money withdrawing funds from or depositing funds into the Village of Briarcliff Manor Account(s) with Bank. Such signature(s) may be in writing or by facsimile. In the event the Village of Briarcliff Manor uses facsimile signature(s) for these persons it shall promptly notify the Bank and execute any form(s) that may be requested by Bank in connection therewith. The Village of Briarcliff Manor assumes all responsibility for the use of actual or purported facsimile signature(s) and shall indemnify and hold harmless the Bank from any and all liability, costs, expenses, suits, claims, or actions arising out of any action or inaction taken by the Bank in good faith under the terms of these Resolutions. The signature of any one the officers, employees, or agents indicated below is necessary to act under these Resolutions.

RESOLVED, that the Bank be promptly notified in writing by the Village Clerk or any officer of the Village of Briarcliff Manor of any change in these Resolutions, such

notice to be given to the Bank in which Merchant Agreement(s) or Account(s) of the Village of Briarcliff Manor may be in force or maintained, and that until it has actually so received such notice in writing it is authorized to act in reliance on these Resolutions, and that until it has actually received such notice it shall be indemnified and held harmless from any loss suffered or liability incurred by it in continuing to act in reliance upon any of these Resolutions even though one or more of these Resolutions may have been changed.

RESOLVED, that the Bank may, in its discretion, accept in lieu of an original signature, a legible facsimile or photocopy of a signature of any of the officers designated in the foregoing Resolutions.

RESOLVED, that the Village of Briarcliff Manor shall be bound by the terms and conditions of the Merchant Agreement(s) and Account Agreement(s) as they may be revised and or amended from time to time.

I further certify that the foregoing are the true titles, names and signatures of the present officers, employees and agents of the Village of Briarcliff Manor authorized by the above Resolutions.

IN WITNESS WHEREOF, I have hereunto subscribed by name as Village Clerk and affixed the seal of the Village of Briarcliff Manor on the date shown below.



**Bank**

America's Most Convenient Bank®

# CERTIFICATE OF CORPORATE RESOLUTIONS

## Authority for Merchant Agreements and Accounts

To: TD Bank N.A. ("Bank")

From: ("Corporation")

I hereby certify that I am the duly elected and qualified Secretary/Clerk and keeper of the records of the Corporation named above, that the following is a true and complete copy of Resolutions duly adopted at a meeting of the Board of Directors or shareholders of said Corporation held on, or dated on the date shown below in accordance with law and the by-laws of, or by consent of, Corporation, and that my delivery of this Certificate of Corporate Resolutions certifies to Bank that such Resolutions are binding upon Corporation and still in full force and effect.

RESOLVED, that the officers, employees or agents of Corporation whose names and signatures appear below are hereby authorized, acting singly or jointly, for and on behalf of Corporation, to enter into, sign, maintain, amend and renew an agreement or agreements with Bank for the processing of credit and debit card transactions ("Merchant Agreement(s)"), and open and maintain a deposit account or accounts ("Account(s)") of Corporation with Bank, whether or not such Accounts are related or entered into pursuant to any Merchant Agreement(s) or otherwise, subject to the terms and conditions specified in any applicable Merchant Agreement(s) and/or Account Agreement(s), and to endorse and deposit with said Bank negotiable instruments or other orders for the payment of money, which endorsements may be made in writing or by stamp and without the designation of the person endorsing.

BE IT FURTHER RESOLVED, that the undersigned officers, employees or agents of Corporation may sign contracts, agreements, instruments, checks or other orders for the payment of money withdrawing funds from or depositing funds into Corporation Account(s) with Bank. Such signature(s) may be in writing or by facsimile. In the event Corporation uses facsimile signature(s) for these persons it shall promptly notify the Bank and execute any form(s) that may be requested by Bank in connection therewith. Corporation assumes all responsibility for the use of actual or purported facsimile signature(s) and shall indemnify and hold harmless the Bank from any and all liability, costs, expenses, suits, claims, or actions arising out of any action or inaction taken by the Bank in good faith under the terms of these Resolutions. The signature of any one the officers, employees, or agents indicated below is necessary to act under these Resolutions.

RESOLVED, that the Bank be promptly notified in writing by the Secretary/Clerk or any officer of this Corporation of any change in these Resolutions, such notice to be given to the Bank in which Merchant Agreement(s) or Account(s) of Corporation may be in force or maintained, and that until it has actually so received such notice in writing it is authorized to act in reliance on these Resolutions, and that until it has actually received such notice it shall be indemnified and held harmless from any loss suffered or liability incurred by it in continuing to act in reliance upon any of these Resolutions even though one or more of these Resolutions may have been changed.

RESOLVED, that the Bank may, in its discretion, accept in lieu of an original signature, a legible facsimile or photocopy of a signature of any of the officers designated in the foregoing Resolutions.

RESOLVED, that Corporation shall be bound by the terms and conditions of the Merchant Agreement(s) and Account Agreement(s) as they may be revised and or amended from time to time.

TITLE	NAME	SIGNATURE
Village Manager	Philip E. Zegarelli	<i>Philip E. Zegarelli</i>
Village Treasurer	Edward Ripper	<i>Edward Ripper</i>

I further certify that the foregoing are the true titles, names and signatures of the present officers, employees and agents of Corporation authorized by the above Resolutions.

IN WITNESS WHEREOF, I have hereunto subscribed by name as Secretary/Clerk and affixed the seal of Corporation (if any) on the date shown below.

\_\_\_\_\_  
Secretary/Clerk  
Date of Resolutions: \_\_\_\_\_, 20\_\_

[CORPORATE SEAL]

Member **FDIC** TD Bank, N.A.

Internal

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
OCTOBER 17, 2018

3. **AUTHORIZE VILLAGE MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MCLAREN ENGINEERING FOR PUBLIC PURPOSE IMPROVEMENTS - THE CLUB, PHASE 5 (WATER)**

BE IT RESOLVED that the Board of Trustees does hereby authorize the Village Manager to execute a Professional Services Agreement with McLaren Engineering to provide engineering design services for Public Purpose Improvements - The Club, Phase 5 (Water) as per their proposal of \$83,000.



**MEMORANDUM**

October 11, 2018

To: Philip E. Zegarelli – Village Manager

From: David J. Turiano, P.E. *DJT*

Re: **Public Purpose Improvements - The Club, Phase 5 (water),  
Professional Engineering Services, VM-1819-2**

Type of Contract: Professional Services

Reference Checks: None performed – extensive experience with Engineer, McLaren Engineering has performed all of the Engineering Services for the Public Purpose Improvements

Recommendation: Yes, David J. Turiano, P.E., Village Engineer

Use of Funds		Source of Funds	
Item	Amount	Budget Code	Amount
Engineering Design	\$45,000.00	H1440 201 PCom	\$33,021.89
		H8397 201 PPVM6 *	\$393,425.58
		H8397 201 PPVM3	\$27,129.18
		H8397 201 PPVM4	\$400,240.90
		H8397 201 PPVM5	\$31,688.35
Bid Phase Support, (Estimate hourly)	\$5,000.00	"	"
Construction Phase Services (Estimate hourly)	\$18,000.00	"	"
Reimbursable/Survey (Estimate hourly)	\$15,000.00	"	"
Construction Phase Cost November 2013 Engineers Estimate	\$445,000	"	"
Stated Contingency Construction Phase Cost \$350,000 **	\$350,000	"	"
<b>Total</b>	<b>\$878,000.00</b>		<b>\$885,505.90</b>

*\* McLaren total contract \$83,000*

Please note that this project represents the final project planned under The Club – Public Purpose Infrastructure Improvements. This project includes the installation of approximately 2700 lf of 12” water main that is located through the lower Village that will “loop” the Village’s high-zone water customers and therefore provide for better flow and water quality.

As of today’s date, all of the other planned Public Purpose Infrastructure projects have been completed and are in service. The budget code annotated with an asterisk (\*) has been reduced by the sum of \$170,000 that represents potential balances due on these projects as the books are not closed on two of the projects.

\*\* A stated contingency of \$350,000 was included in the Use of Funds amount. This amount represents an additional 75% of the 2013 Engineers Estimate. This amount should satisfactorily cover any construction cost escalation from the period of November 2013 to Spring 2019, that is the expected construction start time.

Please feel free to contact me with any questions on the above.




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**MEMORANDUM**

October 11, 2018

To: Philip E. Zegarelli – Village Manager

From: David J. Turiano, P.E. 

Re: **VM 1718-3 Water Main Replacement Project Union & Requa Streets**

Bid Opening: September 20, 2018, 11:00am, Municipal Building

Project Description: Water Main Replacement, Union and Requa Streets

Staff Present: David J. Turiano, P.E. and Karen Johnson

Bids Received: 6

Bid Range: \$568,525.00 - \$797,790.00

Type of Contract: Item Quantity

Reference Checks: 3, all favorable, attached

Contractor Interview: Attached

Recommendation to Award to low bidder, Paladino Concrete Creations, Inc.: Yes, David J. Turiano, P.E., Village Engineer

**Summary of Bids:**

<b>Vendor</b>	<b>Bid Price – February 2018</b>	<b>Bid Bond</b>
Paladino Concrete Creations, Inc.	\$568,525.00	yes
Legacy Supply, Inc.	\$629,150.00	yes
Abbot & Price	\$752,002.00	yes
Bilotta Construction Corp.	\$756,335.00	yes
Joken Construction, Inc.	\$791,875.00	yes
ELQ Industries	\$797,790.00	yes



VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
OCTOBER 17, 2018

**4. AWARD OF BID – WATER MAIN REPLACEMENT PROJECT – UNION  
AND REQUA STREETS**

WHEREAS the Village received 6 bids for the Water Main Replacement Project– Union and Requa Streets (VM-1718-3); and

NOW, THEREFORE, BE IT RESOLVED that the bid for the Water Main Replacement Project– Union and Requa Streets (VM-1718-3); is hereby awarded to Paladino Concrete Creations, Inc with their bid proposal of \$568,525 for a total project cost of \$543,125 with the subtraction of \$25,400 of the valve replacement program to be done in a future project.

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

**Use of Funds/ Source of Funds:**

WORK ITEM	BID COST	AVAILABLE FUNDS WATER FUND		RECOMMENDED WORK PLAN
		BALANCE PLANNED COST	CAPITAL PROJECTS BUDGET CODE	
Construction Phase Union & Requa Water Main Replacement	\$423,125.00	\$300,000.00	H8397.201.17245	\$423,125.00
Construction Phase Faulty Valve Replacement**	\$25,400.00	\$100,000.00	H8397.201.18202	\$0.00
Construction Phase Fire Hydrant Replacement***	\$120,000.00	\$150,000.00	H8397.201.18205	\$112,000.00
Construction Inspection	*	-	H8397.201.17245	\$8,000.00
<b>TOTAL BID PRICE</b>	<b>\$568,525.00</b>			
<b>TOTAL AVAILABLE FUNDS</b>		<b>\$550,000.00</b>		
<b>TOTAL COST RECOMMENDED WORK PLAN</b>				<b>\$543,125.00</b>

\*In October 2016, the Village contracted with Cronin Engineering P.E., PC to perform engineering services for Phase I and Phase II that included preliminary and final design. The Phase III work includes construction inspections at a cost of \$8,000.

\*\* In addition to the base work at Union & Requa Streets, items were included in the project for miscellaneous valve replacements throughout the Village. Due to the lack of available overall funds, Superintendent Torhan has recommended that we push the faulty valve replacement work to a later project when funds are available.

\*\*\* Similar to miscellaneous valve replacements, miscellaneous fire hydrant replacements throughout the village were included in the project. Using the bid price of \$8,000 per hydrant, funds are available to replace up to (14) hydrants. This is an on-going project whereby additional hydrants can be replaced as funds become available.

Please feel free to contact me with any questions on the above.

Cc: Ed Torhan, Water Superintendent

## EngineerAdmin

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**From:** EngineerAdmin  
**Sent:** Thursday, October 04, 2018 2:00 PM  
**To:** David Turiano; Edward Torhan  
**Subject:** VM-1718-3 Water Main Replacement project, Union & Requa Streets

This shall serve as summary of our Contractor interview held today. Present at the interview was low bidder Joseph Paladino, Principal of Paladino Concrete Creations, Inc. and project Engineer Jim Annicchiarico, in addition to you and myself. The purpose of this interview was to review the project, and to confirm the Contractor's abilities and understanding of the project. The following are some highlights of the discussion:

- My office indicated that (3) reference checks were performed, one each from representatives from the Cities of Peekskill, White Plains, and Yonkers. Two of these references were for water related work, and the other for general construction and concrete work. Each of these references were positive.
- The scope of work was reviewed. The Village conveyed its concerns that the roads are very narrow and densely populated, and that the entire area is outside of the Village limits. The Village wants to be clear that should this work take place during the winter months that the contractor understands his obligation to work with Town of Mt. Pleasant crews to keep the roads clear and open. The Village also noted that Archville Fire Department is located in close proximity, and that the Contractor should not perform any work that may impede their operations.
- Final road restoration was reviewed. The Village indicated that this work should commence as soon as practical, weather permitting.
- Lastly, the Village reviewed the portion of the work that includes miscellaneous valve and hydrant installations at various locations within the Village. The Village presented its list of hydrants and valves to be replaced and explained to the Contractor what is expected of him. Generally speaking, the Village will be replacing up to (18) fire hydrants located within three neighborhoods in the Village including Tower Hill Road, River Road, and within the Beechwood Development. The Village presented a short list of valve replacement, but indicated that within this project, its focus is hydrant replacement.
- It was agreed upon between the Village and its Engineer that the Contractor is capable and willing to perform the project and that there are no concerns. It is noted that Paladino Concrete Creations, Inc. has previously worked for the Village on several occasions without any problems.

Respectfully submitted,

David J. Turiano, P.E.

**Karen Johnson**  
**for David J. Turiano, P.E.**  
**Village of Briarcliff Manor**  
**Building/ Engineering Department**  
**1111 Pleasantville Road**  
**Briarcliff Manor, NY, 10510**  
**Phone # (914) 944- 2770**  
**[engineeradmin@briarcliffmanor.org](mailto:engineeradmin@briarcliffmanor.org)**

## REFERENCE CHECK

**Project:** VM-1718-3 Water Main Replacement at Requa & Union

**Contractor:** Paladino Concrete Creations, Inc.

**Date:** September 24, 2018

**Reference Name/Company:** Chris Robensen, Chief Construction Coordinator -City of White Plains

**Phone Number:** 914-422-6857

**Project Cost:** \$125,965.14

**Scope of the project performed:**

Water Main repair at Lexington & Main Streets, 1/11/2017 – 1/29/2017

**Project Cost:** \$46,678.95

**Scope of the project performed:**

1133 Westchester Ave water main repair, 8/24/2018 – 9/5/2018

**Did the Contractor start the project on time?** Yes, emergency call for work, and responded quickly

**Did the Contractor provide adequate staff to complete the project?** Yes

**Did the Contractor utilize prevailing wages and/or union labor?** Yes

**Did the Contractor comply with the project's requirements?** Yes

**Did this project involve ARRA or other government funding, if so, state which program?** Not for these, but possibly in the past when work was done on Court Street

**Did the Contractor maintain project budget?** Yes

**Did the Contractor maintain a safe and clean working environment?** Yes

**Was the Contractor responsive to requests and/or problems?** Yes

**Was the project completed to your satisfaction?** Yes

**Would you recommend the Contractor for future projects?** Not supposed to ask this question, but off the record "no issues"

**Additional comments:**

Paladino holds our Heavy Highway General Services contract for a wide scope of work. He is our "will call, on-call" Contractor

## REFERENCE CHECK

**Project:** VM-1718-3 Water Main Replacement at Requa & Union  
**Client:** Paladino Concrete Creations, Inc.

**Date:** September 24, 2018

**Reference Name/Company:** Vincent Massaro, PE, -City of Yonkers

**Phone Number:** 914-377-3009

**Project Cost:** \$197, 123.89

**Scope of the project performed:** Water & Sewer Main Repair, 10/17/2016 – 11/11/2016, repaired water services at McLean Avenue & Walsh Road

**Did the Contractor start the project on time?** Yes

**Did the Contractor provide adequate staff to complete the project?** Yes

**Did the Contractor utilize prevailing wages and/or union labor?** Yes, all union

**Did the Contractor comply with the project's requirements?** Yes

**Did this project involve ARRA or other government funding, if so, state which program?** No

**Did the Contractor maintain project budget?** Yes

**Did the Contractor maintain a safe and clean working environment?** Yes

**Was the Contractor responsive to requests and/or problems?** Yes

**Was the project completed to your satisfaction?** Yes

**Would you recommend the Contractor for future projects, specifically Water & Utility?** Yes. Although he has worked several concrete jobs, some of them have involved sewer piping and emergency sewer lateral repair. There was a decent amount of water main work on McLean Avenue which is a heavily traveled roadway.

**Additional comments:** Paladino is a reputable contractor and have worked with him for 10 years with no problems, there has never been an issue.

## REFERENCE CHECK

**Project:** VM-1718-3 Water Main Replacement at Requa & Union

**Contractor:** Paladino Concrete Creations, Inc.

**Date:** September 26, 2018

**Reference Name/Company:** Andy Rymph, City of Peekskill

**Phone Number:** 518-266-7323

**Project Cost:** \$512,890.00

**Scope of the project performed:**

Brown & Esther Streetscape Improvements

**Project Cost:** \$46,678.95

**Scope of the project performed:**

Concrete sidewalks, Curbs & Handicap Ramps, 7/2016 – 10/2016

**Did the Contractor start the project on time?** Yes

**Did the Contractor provide adequate staff to complete the project?** Yes

**Did the Contractor utilize prevailing wages and/or union labor?** Yes

**Did the Contractor comply with the project's requirements?** Yes. Joe is easy to work with and understands the tasks at hand.

**Did this project involve ARRA or other government funding, if so, state which program?**

**Did the Contractor maintain project budget?** Finished on time and on budget, was willing to go extra mile to get job done right

**Did the Contractor maintain a safe and clean working environment?** Yes, and this is trick because this type of work is always a mess but there were no incidents to report. No safety violations and no accidents.

**Was the Contractor responsive to requests and/or problems?** Yes, resolved any issues swiftly and professionally

**Was the project completed to your satisfaction?** Yes

**Additional comments:** Nothing bad to say. Really like working with him. Hope to do more work with him

VILLAGE OF BRIARCLIFF MANOR  
 BOARD OF TRUSTEES AGENDA  
 OCTOBER 17, 2018

**5. TAX ABATEMENT – 147 HOLBROOK LANE**

WHEREAS, a Small Claims Assessment Review was filed on behalf of the property owner for 147 Holbrook Lane (Parcel ID 97.08-3-30); and

WHEREAS, a Stipulation of Settlement and Order in the Small Claim Assessment Review has been issued for the property at 147 Holbrook Lane for the 2017 Town assessment year, Fiscal Year 2018-2019 Village assessment roll; and

WHEREAS, the Stipulation of Settlement and Order was received after the finalization of the Fiscal Year 2018-2019 assessment roll and the approval of the budget for Fiscal Year 2018-2019;

WHEREAS, the Stipulation of Settlement and Order reduced the tax assessment for the subject property for the Fiscal Year 2018-2019 assessment roll by \$32,700 from \$622,700 to \$590,000; and

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees does hereby authorize the refund of the tax bill for Fiscal Year 2018-2019 in the amount of \$179.69 and the abatement of the tax bill based upon the reduced assessment values in the Stipulation of Settlement and Order.

Year	Address	Assessed Value	New Assessed Value	Assessment Reduction	Original Tax Amount	Reduced Tax Amount	Refund
2017	147 Holbrook Ln 97.08-3-30	\$622,700	\$590,000	\$32,700	\$3,421.74	\$3,242.05	\$179.69
				<b>TOTAL AV REDUCTION</b>			<b>TOTAL REVENUE REDUCTION</b>

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF WESTCHESTER

SCAR FILING # 2017 - 92756

In the matter of: Maria Carvalho

V.

STIPULATION OF SETTLEMENT

TOWN OF OSSINING

Tax Assessing: TOWN OF OSSINING  
Municipality: Ossining  
Property Location: 147 Holbrook Ln, Briarcliff Manor NY  
Property ID #: 97.08-3-30


IT IS HEREBY STIPULATED AND AGREED by and between the above-named petitioner(s) and the Tax Assessing Municipality that the 2017 assessment on the referenced tax parcel be reduced from \$622,700 to \$590,000, a reduction of \$32,700.

IT IS FURTHER STIPULATED AND AGREED that the municipal officials having custody of the 2017 assessment roll shall correct the entry in the assessment roll to conform to this Stipulation. If any taxes were paid based on the "reduced from" assessment indicated above, a refund of the taxes paid on the amount of the reduction of the above mentioned assessment will be made and paid to the petitioner representative: Tax Reduction Professionals, Inc. (at: 333 Mamaroneck Ave., #287 White Plains, NY 10605) on behalf of the petitioner(s). *Pay Home Owner Directly*

IT IS FURTHER AGREED that this Stipulation represents full settlement of this Small Claims Assessment Review proceeding and that no costs or allowances shall be awarded or paid to, by, or against any of the parties.

DATED: October 24, 2017

Petitioner Representative: Tax Reduction Professionals, Inc.

<p>SO ORDERED:</p> 
<p>HON. _____ JUDICIAL HEARING OFFICER</p>
<p>DATED: _____</p>

Assessor, or Authorized Town Representative

TOWN OF OSSINING  
OCT 27 2017  
ASSESSORS OFFICE



7/6/2015  
 Rate - Town of Ossining  
 Bill Year: VBM

Year	Assessment	Bill #	Parcel Address	Parcel	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Year	Owner on Bill	Bill #	Parcel Address	Parcel	Assessed Value	Current Tax Bill	Reduction Tax Bill	New Assessed	Reduction	New Tax Amount	Change In Tax	Refund Yrs	Refund Current Yr	Refund Abate 2nd Half
2017	Maria Carvalho	20180288	147 Holbrook Lane	97 08-3-30	\$ 622,700.00	\$ 3,421.74	\$ -	\$ 179.69	\$ 580,000.00	\$ 32,700.00	\$ 3,242.05	\$ 179.69	\$ -	\$ 179.69
						\$ -	\$ -							

A1964.423 Budget \$ 100,000.00  
 Prior Refunds \$ (607.38)  
 Balance \$ 99,192.62

A1964.423 Refund of Real Prop \$ -  
 A0102.1001 Real Prop Tax Rev. \$ 179.69  
 Total Reduction \$ 179.69

Hand delivered by TOS Deputy Assessor Albert Ciosi 10/10/18 (3)

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
OCTOBER 17, 2018

**6. MINUTES**

- September 26, 2018 Regular Meeting
- October 3, 2018 Regular Meeting

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 26<sup>th</sup> of September, 2018 commencing at 8:00 p.m.

**Present**

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

**Also Present**

Philip Zegarelli, Village Manager  
Daniel Pozin, Village Attorney  
Christine Dennett, Village Clerk  
David Turiano, Village Engineer

**Absent**

Mark L. Wilson, Trustee

**Pledge of Allegiance**

**Board of Trustees Announcements by Trustee Hunt**

Mayor Sullivan and the Board gave their condolences to the Vescio Family on the passing of Susan Vescio.

- The Library has many upcoming events and the Fall Brochure is available. Visit the website for more information.
- The Recreation Fall Brochure is online. Please sign up for Recreation News.
- Visit the Village website and sign up for weekly updates from the Village Manager.

**Village Managers Report by Village Manager Zegarelli**

- Con Edison should have their work completed over Route 9A. The Village is pushing to have the railings addressed.
- The Pocantico River Bridge work is delayed and will be done next year.
- The sidewalk by CSI is being replaced by the County.
- The Village Paving Program will begin the week of October 15<sup>th</sup>.

Mayor Sullivan stated the next regular meeting would be on October 3<sup>rd</sup> at 8pm and there would be a presentation at the work session at 6:30pm by the owners of 600 Albany Post Road. She stated it would be televised and encouraged residents to tune in or attend.

### Public Comments

Mr. Steven Vescio of Old Briarcliff Road stated he thought it was a mistake to use brushed concrete in the Business District and requested the Board look in to stamped concrete.

Ms. Larissa Paulmeno of 90 Tuttle Road stated Tuttle Road was deteriorating and a public safety issue. She stated if the road was lowered to the original grade it could help with the drainage issue and the sidewalk repairs could be charged back to the homeowners.

Mayor Sullivan thanked Ms. Paulmeno for her potential solution and requested the Village Manager and Village Engineer look in to her idea.

### Award of Bid – Sidewalk Replacement Pleasantville Road CBD

Village Engineer Turiano stated the contractor had done a lot of work for the Village including sidewalk replacements and the Village took no exception to his work.

Mayor Sullivan requested the Village explore the option of stamped concrete.

Mayor Sullivan made a motion, seconded by Trustee Zirman, to approve the Award of Bid for Sidewalk Replacement Pleasantville Road CBD

Vote:

Mayor Sullivan – Nay  
Trustee Hunt – Aye  
Trustee Zirman – Nay  
Trustee DeRose – Nay  
Trustee Wilson – Absent

Motion defeated 4 to 1

### Fire Department Memberships

The Board thanked the new members for volunteering.

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

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approve the membership of **Nicholas Araya** to the Scarborough Engine Company.

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approve the membership of **Alana Dinelli** to the Briarcliff Manor Fire Company.

### Authorize Village Manager to Execute an Agreement with Westchester Hills Landscaping, Inc. for the Annual Paving Program

The Board requested notification be given to the residents with an estimated start and completion date.

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

WHEREAS, the Village of Briarcliff Manor (VBM) is a party to a joint sharing agreement with the Town of Mount Pleasant (TMP) dated as of 7 July 2017, as lead agent, wherein an award of bid designated Westchester Hills Landscaping, Inc. as the lowest responsible bidder; and,

BE IT RESOLVED that the Board of Trustees hereby authorizes the Village Manager to execute the VBM's own agreement with Westchester Hills Landscaping, Inc. for bituminous road materials as per their proposal of \$98.0 weighted average per ton subject to the Asphalt Escalation Clause. The total amount for this portion of the project is \$276,212 and will be charged to budget code A5112.465.

**Appointment of Associate Village Justice**

The agenda item was tabled to the next meeting.

**Minutes**

Upon motion by Trustee Zirman, seconded by Trustee Hunt, the Board voted unanimously to approve the minutes of August 15, 2018 as amended.

Upon motion by Trustee Hunt, seconded by Deputy Mayor DeRose, the Board voted unanimously to approve the minutes of September 5, 2018.

**Adjournment**

Upon motion by Deputy Mayor DeRose, seconded by Trustee Zirman, the Board voted unanimously to adjourn the meeting at 8:34pm.

Respectfully Submitted By,

Christine Dennett  
Village Clerk

The Regular Meeting of the Board of Trustees of the Village of Briarcliff Manor, New York was held in the Village of Briarcliff Manor at the William J. Vescio Community Center, at 1 Library Road, Briarcliff Manor, New York on the 3<sup>rd</sup> of October, 2018 commencing at 8:00 p.m.

**Present**

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

**Also Present**

Philip Zegarelli, Village Manager  
Daniel Pozin, Village Attorney  
Christine Dennett, Village Clerk  
David Turiano, Village Engineer

**Absent**

Mark L. Wilson, Trustee

**Pledge of Allegiance**

**Appointment/Swearing in of Associate Village Justice**

Mayor Sullivan appointed and sworn in Stuart Halper as the Associate Village Justice to fill the unexpired term of Laurie Sullivan that will expire on April 1, 2019. She thanked him for stepping up to the plate and also thanked Laurie Sullivan for her many years of service.

**Board of Trustees Announcements by Trustee Zirman**

- The Annual Fire Inspection will be on October 20<sup>th</sup>.
- The Library has many upcoming events and the Fall Brochure is available. Visit the website for more information.
- The Recreation Fall Brochure is online. Please sign up for Recreation News.
- Window Painting will be on October 20<sup>th</sup>.
- The Ragamuffin Parade will be on October 27<sup>th</sup> at 9:30am.
- Visit the Village website and sign up for weekly updates from the Village Manager.

**Village Managers Report by Village Manager Zegarelli**

- Con Edison should have their work completed over Route 9A. The Village is pushing to have the railings addressed.
- The Pocantico River Bridge work is furloughed until the Spring.
- The sidewalk by CSI is being replaced by the County.
- The Village Paving Program will begin the week of October 15<sup>th</sup>.
- The Westchester County Mobile Shredder will be in the Village on Sunday, October 14<sup>th</sup>.

Mayor Sullivan stated the sidewalks would be replaced between Poplar and North State Roads in the early Spring. She stated the Board didn't want to inconvenience the merchants in their upcoming busy season.

**Public Comments**

Mr. Steven Vescio of Old Briarcliff Road suggested price quotes be sought out for the replacement pumps discussed during the Work Session.

**Tax Certiorari – 1460 Pleasantville Road**

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

WHEREAS, Briarcliff Ventures LLC. (1460 Pleasantville Road) instituted tax certiorari proceedings pursuant to Article 7 of the Real Property Tax Law of the State of New York; and

WHEREAS, the tax certiorari filings were for Town of Ossining assessment year 2016; and

WHEREAS, the tax certiorari filings relate to Village of Briarcliff Manor fiscal year 2017-2018; and

WHEREAS, a Consent Order of the Supreme Court of the State of New York, County of Westchester, was entered on August 14, 2018;

WHEREAS, the Consent Order was received after the finalization of the approval of the Village budget for Fiscal Year 2017-2018;

WHEREAS, the Consent Order reduced the tax assessment for the subject property for the Fiscal Year 2017-2018 assessment roll; and

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees does hereby authorize the refund of the tax bill for Fiscal Year 2017-2018 in the amount of \$807.38 based upon the reduced assessment values in the Consent Order.

Year	Address	Assessed Value	New Assessed Value	Assessment Reduction	Original Tax Amount	Reduced Tax Amount	Refund	Abatement
2016	1460 Pleasantville Rd	\$726,000	\$580,000	\$146,000	\$4,014.78	\$3,207.40	\$807.38	
							<b>TOTAL REVENUE REDUCTION</b>	<b>\$807.38</b>
				<b>TOTAL AV REDUCTION</b>				

**Adoption of Amended Sexual Harassment Policy**

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

BE IT RESOLVED that Board of Trustees does hereby adopt the following policy subject to non-material changes agreed upon by Village Counsel and the Village Manager:

**VILLAGE OF BRIARCLIFF MANOR  
POLICY AGAINST WORKPLACE SEXUAL HARASSMENT**

**Introduction**

The Village of Briarcliff Manor is committed to maintaining a workplace that is free from sexual harassment. Sexual harassment is a form of workplace discrimination. The Village has a zero-tolerance policy for any form of sexual harassment. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of the Village’s commitment to a discrimination-free work environment.

Sexual harassment is against the law. All employees, applicants for employment, interns, non-employees (as defined below) and other persons conducting business with the Village have a legal right to a workplace that is free from sexual harassment.

The Village is equally committed to maintaining a workplace that is free from other types of prohibited harassment. For more information, please see Section 903 “Harassment in the Workplace” in the Employee Handbook.

**Policy**

This Policy applies to all employees, applicants for employment, interns, non-employees (see definition below), and other persons conducting business with the Village (“covered individuals”) with respect to conduct by other persons.

For purposes of this Policy, a “non-employee” is an independent contractor, agent or someone who is (or who is employed by) a contractor, subcontractor, vendor, consultant or anyone providing services in the workplace. Non-employees also include temporary workers, persons providing equipment repair, cleaning services or any other service pursuant to a contract, or other relationship with the Village.



All covered individuals must follow and uphold this Policy.

Sexual harassment is a form of misconduct and will not be tolerated. Sexual harassment is offensive, a violation of the Village's Policies, unlawful, and subjects the Village to liability for harm to victims of sexual harassment. Sexual harassers may also be individually subject to liability.

Following receipt of a complaint about sexual harassment or of knowledge regarding possible sexual harassment that is occurring or has occurred, the Village will conduct a prompt, thorough and confidential investigation that ensures due process for all parties. Appropriate corrective action will be taken whenever sexual harassment is found to have occurred.

### **What is "Sexual Harassment?"**

Sexual harassment is a form of sex discrimination and is unlawful pursuant to federal, State and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct that is of a sexual nature or that is directed at an individual because of his/her sex, sexual orientation, gender identity or transgender status when:

- the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment;
- the conduct is made either explicitly or implicitly a term or condition of employment; or
- submission to or rejection of the conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment consists of words, signs, jokes, pranks, intimidation or physical violence that are of a sexual nature, or that are directed at an individual because of his/her sex, sexual orientation, gender identity or transgender status. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone that are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation or that interfere with his/her job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. Job benefits may include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any covered individual who believes that he/she is being or has been sexually harassed should report the sexual harassment so that any violation of this Policy can be promptly corrected. Any sexually harassing conduct, even a single incident, can be addressed pursuant to this Policy.

### **Examples of Sexual Harassment**

The following examples describe some of the types of acts that are strictly prohibited and that may constitute unlawful sexual harassment:

- Physical assaults of a sexual nature including:
  - Touching, pinching, patting, grabbing, brushing against another person's body or poking another person's body; and
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions including:
  - Requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion or other job benefits or detriments; and
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience that creates a hostile work environment.
- Sexual or discriminatory displays or publications anywhere in the workplace including:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes displays on workplace computers, cell phones or other electronic devices and sharing these displays while in the workplace.
- Hostile actions taken against an individual because of his/her sex, sexual orientation, gender identity or transgender status, including:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the person's ability to perform the job;
  - Sabotaging a person's work; and
  - Bullying, yelling or name-calling.

## **Who Can be a Target of Sexual Harassment?**

Sexual harassment can occur between or among any individuals, regardless of their sex or gender. New York Law protects covered individuals from sexual harassment. A perpetrator of sexual harassment can be a superior, a subordinate, a co-worker or anyone in the workplace including another covered individual or any other person, including a visitor.

## **Where Can Sexual Harassment Occur?**

Unlawful sexual harassment is not limited to the physical workplace itself. It can also occur outside of the workplace while covered individuals are traveling for work or at employer-sponsored events, programs, activities or parties. Calls, texts, emails, and social media usage can constitute unlawful workplace harassment even if they occur away from the workplace premises or outside of work hours.

## **Retaliation is Prohibited**

The Village has a zero-tolerance policy and will not tolerate coercion, intimidation, interference, retaliation or discrimination against anyone who, in good faith, complains, provides information or assists in an investigation of suspected sexual harassment as a witness or otherwise.

### **What is "Retaliation"?**

Retaliation for reporting any perceived acts of unlawful sexual harassment or for otherwise being involved in a sexual harassment investigation will not be tolerated. Appropriate corrective action including, but not limited to, disciplinary action, termination of employment and/or termination of any contractual or other relationship with the Village will be implemented.

No covered individual will be subject to adverse employment action(s) (e.g., being discharged, disciplined, discriminated against; etc.) because that person, in good faith, reports an incident of sexual harassment, provides information, or otherwise participates in any investigation of a sexual harassment complaint.

Unlawful retaliation can be any action that would keep a covered individual from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation.

Retaliation is unlawful pursuant to federal, State and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has, in good faith:

- filed a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment pursuant to the Human Rights Law or other anti-discrimination law;

- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- complained that another employee has been sexually harassed; or
- encouraged a fellow employee to report sexual harassment.

Any covered individual who believes that he/she has been subjected to any acts of retaliation for filing a sexual harassment complaint or assisting in an investigation in accordance with this Policy should immediately report that conduct to their Department Head. If the complaint involves or the individual is hesitant to report to their Department Head, the individual should inform the Village Manager.

Any covered individual who believes that he/she has been subjected to prohibited retaliation may also seek legal remedies, as explained below in the section about Legal Protections.

### **Reporting Sexual Harassment**

Preventing sexual harassment is everyone's responsibility. The Village cannot prevent or remedy sexual harassment unless we know about it.

All covered individuals are encouraged to report any behavior that may constitute sexual harassment in violation of this Policy to their Department Head. If the complaint involves or the individual is hesitant to report to their Department Head, the behavior should be reported to Village Manager. If the complaint involves or the individual is hesitant to report to the Village Manager, the individual is encouraged to report the behavior to the Village Clerk.

Anyone who witnesses or becomes aware of a potential instance of sexual harassment should also report this behavior to one of the above individuals.

Reports of sexual harassment may be made orally or in writing. A form for submission of a written complaint is attached to this Policy, and all covered individuals are encouraged to use this complaint form. If a covered individual reports sexual harassment on behalf of someone else, he/she should use the written complaint form and note that he/she is submitting the complaint on someone else's behalf.

Covered individuals who believe that they have been the subject of sexual harassment may also seek assistance as explained below in the section on "Legal Protections."

### **Supervisory Responsibilities**

All supervisors and Department Heads who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring or has occurred, are required to report that suspected sexual harassment to the Village Manager, irrespective of whether the affected individual files a complaint. If the complaint or information

involves the Village Manager, the supervisor/Department Head must report the suspected sexual harassment to the Village Clerk.

In addition to potentially being subject to appropriate corrective action including, but not limited to, disciplinary action or termination of employment if they engage in sexually harassing conduct or retaliation themselves, supervisors and managers may be subject to appropriate corrective action including, but not limited to, disciplinary action or termination of employment for failing to report suspected sexual harassment or for otherwise knowingly allowing sexual harassment to continue.

### **Complaint and Investigation of Sexual Harassment**

All complaints or information about suspected sexual harassment will be investigated, whether that information was reported in oral or written form. Investigations will be conducted in a timely manner. An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, and should be completed within 30 days from the date that the Village Manager, or other individual, as outlined above, is notified of a complaint or suspected problem. All persons involved, including complainants, witnesses and alleged perpetrators will be afforded due process to protect their rights to a fair and impartial investigation.

All covered individuals, including supervisors and managers, may be required to cooperate as needed in an investigation of suspected sexual harassment to the extent permitted by law. Anyone who participates in an investigation will not be retaliated against for that reason.

The following investigation procedure must be followed when there is any indication that sexual harassment has taken, or is taking, place:

- Village Manager, or designee, will investigate all complaints of sexual harassment, except as otherwise outlined herein. Third parties may be designated to investigate a complaint or assist with any investigation.
- Upon receipt of a complaint or report of suspected sexual harassment, the Village Manager, or designee, will conduct an immediate review of the allegations. If the complaint is oral, the Village Manager, or designee, will encourage the complainant or informant to complete the written complaint form, a copy of which is attached to this Policy. If he or she refuses, the Village Manager, or designee, will prepare a complaint form based on the oral reporting.
- If documents, emails, phone records or other paper or electronic records are relevant to the allegations, the Village will take steps to obtain and preserve them.
- The Village Manager, or designee, will request and review all relevant documents, including all electronic communications.

- The Village Manager, or designee, will interview all parties involved, including any relevant witnesses.
- The Village Manager, or designee, will create written documentation of the investigation that includes the following:
  - A list of all documents reviewed, along with a detailed summary of relevant documents;
  - A list of names of those interviewed, along with a detailed summary of their statements;
  - A timeline of events;
  - A summary of prior relevant incidents, reported or unreported; and
  - The final resolution of the complaint, together with any corrective actions.
- The Village Manager, or designee, will maintain the written documentation and associated documents in the Village's records in an independent and confidential file.
- The Village Manager, or designee, will promptly notify the individual who complained and the alleged perpetrator of the final determination.
- The Village Manager, or designee, will inform the individual who complained of his/her right to file a complaint or charge externally, as outlined below.

### **Corrective Action**

Any person, including covered individuals of every level who, upon investigation of a sexual harassment complaint, is determined to have engaged in impermissible sexual harassment in violation of this Policy may be subject to appropriate corrective action including, but not limited to, disciplinary action or termination of employment.

If the sexual harassment involves a non-employee or other individual, then other consequences may be implemented up to and including termination of any contractual or other relationship between the Village the non-employee or other individual.

### **Confidentiality**

The confidentiality and privacy of all parties involved in a sexual harassment complaint, report of information regarding suspected sexual harassment and investigation of sexual harassment will be respected to the extent possible while permitting the Village to conduct a thorough investigation of the complaint or report and take appropriate corrective action as necessary.

## **Bad Faith Claims**

If, after investigating a complaint of sexual harassment, it is determined that a person has made a claim of sexual harassment in bad faith, or intentionally provided false information regarding a sexual harassment complaint, legal action or appropriate corrective action including, but not limited to, disciplinary action, termination of employment and/or termination of any contractual or other relationship with the Village may be taken against the person who filed the complaint or provided the information.

## **Legal Protections and External Remedies**

Sexual harassment is not only prohibited by the Village, but it is also prohibited by State, federal and (where applicable) local law. Aside from the internal process at the Village covered individuals may also choose to pursue legal remedies with the following governmental entities at any time:

### **New York State Division of Human Rights (DHR)**

The Human Rights Law (HRL), codified as N.Y. Executive Law, Art. 15, § 290 et seq., applies to employers in New York State with regard to sexual harassment and protects employees, paid and unpaid interns and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the DHR or in New York State Supreme Court. Complaints with the DHR may be filed any time within one year of the harassment. If an individual did not file at the DHR, they can sue directly in State court pursuant to the HRL within three years of the alleged harassment. An individual may not file with the DHR if they have already filed a HRL complaint in State court.

Complaining internally to the Village does not extend your time to file with the DHR or in court. The one-year and three-year time periods outlined above are counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with the DHR, and there is no cost to file. The DHR will investigate your complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, the DHR has the authority to award relief, which varies but may include requiring an employer to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorneys' fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400, [www.dhr.ny.gov](http://www.dhr.ny.gov). The contact information for DHR's Westchester County Office is: 7-11 South Broadway, Suite 314, White Plains, New York 10601, (914) 989-3120. Individuals can contact the DHR at (888) 392-3644 or visit [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to the DHR. The website also contains contact information for DHR's regional offices across New York State.

## **United States Equal Employment Opportunity Commission (EEOC)**

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. You do not need an attorney to file a complaint with the EEOC and there is no cost to file. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred.

If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov). If an individual filed an administrative complaint with the DHR, the DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

### **Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live or work to find out if one or more of these laws exist.

For example, anyone who lives or works in Westchester County may file complaints of sexual harassment with the Westchester County Human Rights Commission at: 112 East Post Road, 3rd Floor, White Plains, New York 10601, (914) 995-7710.

### **Contact the Police Department**

If the sexual harassment involves physical touching, coerced physical confinement or coerced sexual acts, the conduct may constitute a crime and affected individuals should contact the police department.

### **Dissemination and Training**

This Policy will be posted prominently in all work locations. The Village's employees will be provided a copy of this Policy upon hire. The Village's employees will receive sexual harassment prevention training at least annually.

We trust that everyone will continue to act responsibly to establish a working environment free of sexual harassment. We encourage you at any time to raise any questions you may have about this Policy.

## **SEXUAL HARASSMENT COMPLAINT FORM**



If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to a supervisor, Department Head and/or the Village Manager. This form can be submitted by: e-mail, intra-office mail or hand delivery. Once you submit this form, the Village will follow its Policy Against Workplace Sexual Harassment and investigate any claims. If you are more comfortable reporting orally or in another manner, the Village will still follow its Policy Against Workplace Sexual Harassment by investigating the claims.

For additional resources, visit: [ny.gov/combating-sexual-harassment](http://ny.gov/combating-sexual-harassment)

**COMPLAINANT INFORMATION**

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Work  
Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Email: \_\_\_\_\_  
Select Preferred Communication Method: \_\_\_\_\_ (please select one)

**SUPERVISORY INFORMATION**

Immediate Supervisor's Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Work Phone: \_\_\_\_\_ Work Address: \_\_\_\_\_

**COMPLAINT INFORMATION**

1. The complaint of Sexual Harassment is made against:  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Work Address: \_\_\_\_\_ Work  
Phone: \_\_\_\_\_  
Relationship to you: \_\_\_ Supervisor \_\_\_ Subordinate \_\_\_ Co-Worker  
\_\_\_ Other

2. Please describe the conduct or incident(s) that is the basis of this complaint and your reasons for concluding that the conduct is sexual harassment. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Date(s) sexual harassment occurred: \_\_\_\_\_

Is the sexual harassment continuing? \_\_\_ Yes \_\_\_ No

4. Please list the name and contact information of any witnesses or individuals that may have information related to your complaint:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The last two questions are optional, but may help facilitate the investigation.

5. Have you previously complained or provided information (oral or written) about sexual harassment at the Village? \_\_\_ Yes \_\_\_ No

If yes, when and to whom did you complain or provide information? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Employees who file complaints with their employer might have the ability to get help or file claims with other entities including federal, State or local government agencies or in certain courts.

6. Have you filed a claim regarding this complaint with a federal, State or local government agency? \_\_\_ Yes \_\_\_ No

Have you instituted a legal suit or court action regarding this complaint? \_\_\_ Yes \_\_\_ No

Have you hired an attorney with respect to this complaint? \_\_\_ Yes \_\_\_ No

I request that the Village investigate this complaint of sexual harassment in a timely and confidential manner as outlined in its Policy Against Workplace Sexual Harassment and advise me of the results of the investigation. I hereby affirm that the information contained in this complaint is true and correct to the best of my knowledge, information and belief.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **Budget Amendment**

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

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

**WATER FUND**

**FROM:**        F8120.211    General Repair & Maintenance    \$10,000  
                     F1990.499    Contingency                                \$20,000

**TO:**             F8320.211    General Repair & Maintenance    \$30,000

**Adjournment**

Upon motion by Trustee Hunt, seconded by Deputy Mayor DeRose, the Board voted unanimously to adjourn the meeting at 8:22pm.

Respectfully Submitted By,

Christine Dennett  
Village Clerk