



AGENDA
JULY 10, 2013
BOARD OF TRUSTEES
VILLAGE OF BRIARCLIFF MANOR, NEW YORK
REGULAR MEETING – 7:30 PM

Board of Trustees Announcements

Village Managers Report

Public Comments

1. Budget Amendments/Transfers
 - a) FEMA
 - b) Library Grant and Special Revenue
 - c) Water Fund
 - d) Library Fund
 - e) Salary Increases
2. Appropriation of Fund Balance – Full Water Supply Project Principal Payment
3. Authorize Village Manager to Execute Agreements
 - a) NYSDOT Snow and Ice Agreement Amendment 2012-2013
 - b) Emergency Relief Project Agreement
4. Authorize the Filing of the Uniform Notice of Claim Certificate
5. Amendment to the Village of Briarcliff Manor Employee Handbook – Medical Insurance Premium
6. Adoption of Capital Budget for FY 13-14
7. Fire Department Memberships
8. Minutes
 - May 15, 2013 – Regular Meeting
 - June 5, 2013 – Regular Meeting
 - June 19, 2013 – Regular Meeting

NEXT REGULAR BOARD OF TRUSTEES MEETING – JULY 17, 2013

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JULY 10, 2013

1A. BUDGET AMENDMENT – FEMA SUPERSTORM SANDY

BE IT RESOLVED that the General Fund and Water Fund budgets for fiscal year 2012-2013 are hereby amended to accept FEMA monies for funding from Superstorm Sandy as follows:

Increase Revenue – A0101.4560 (FEMA) by			\$64,985.98
Increase Expense	A5110.101	Personnel	\$51,988.57
	A8090.435	Disposal	\$12,997.41
TOTAL			\$64,985.98

**BUDGET TRANSFER REQUEST FORM
FISCAL YEAR 2012-13**

Budget Code	Increase Revenue	Budget Code	Increase Expense
A0101.4560 -FEMA	\$ 64,985.98	A5110.101	\$ 51,988.57
		A8090.435	\$ 12,997.41

FEMA 2nd Payment Superstorm Irene

R. L. ...
Signature of Requesting Department Head

7/2/13
Date:

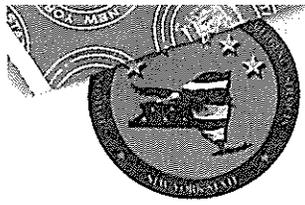
R. L. ...
Village Manager Approval

3 July 2013
Date:

R. L. ...
Village Treasurer Approval

7/2/13
Date:

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



NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
STATE OFFICE OF EMERGENCY MANAGEMENT



Jerome M. Hauer, Commissioner

June 26, 2013

Fiscal Officer
Village of Briarcliff Manor
1111 Pleasantville Road
Briarcliff Manor, NY 10510

FEMA: 4085 DR NY
Village of Briarcliff Manor Bdl# 92
PA # 119-08103-00

Dear Fiscal Officer:

The New York State Office of Emergency Management (NYSOEM) has processed a payment in the amount of \$64,985.98 for Hurricane Sandy and its effects occurring in October, 2012 and declared on October 31st, 2012.

The total Federal payment is as follows:

Federal Share- \$64,985.98

If you have any questions please contact Kristin Howley at (518) 292-2334.

Sincerely,

Susan A. Picarillo
Deputy Director for
Recovery and Mitigation

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JULY 10, 2013

1B. BUDGET AMENDMENT – LIBRARY GRANT AND SPECIAL REVENUE

BE IT RESOLVED that the Library Fund for fiscal year 2012-2013 is hereby amended as follows:

Increase Revenue – L0108.2705 Gifts and Donations by \$7,150.81

Increase Expense - L7410.206 Special Matching Expenses by \$7,150.81

BE IT RESOLVED that the Library Fund for fiscal year 2013-2014 is hereby amended as follows:

Increase Revenue – L0108.2705 Gifts and Donations by \$3,500

Increase Expense - L7410.206 Special Matching Expenses by \$3,500

**BUDGET TRANSFER REQUEST FORM
FISCAL YEAR 2012-13**

Non Budgeted Lines

Budget Code	Increase Expense	Increase Revenue	Budget Code
L7410.206	\$7,150.81	L0108.2705	7150.81
	\$7,150.81		\$ 7,150.81

Reason for Transfer Request: End of Year -Special Revenue received for special programs

Signature of Requesting Department Head

Date:

Village Manager Approval

Date:

R. L. Russo

6/20/13

Village Treasurer Approval

Date:

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

13-14

To: Robin Rizzo

From: Melinda Greenblatt

Subject: Muslim Journeys Grant

Date: July 2, 2013

Attached please find a check for \$3500 from the American Library Association for \$3500. This is for a special grant program entitled "Muslim Journeys." This should be deposited in the Special Revenue, Gifts, Donations account (L0108 2705). It is to be spent for travel to Chicago for a workshop (June 2013), books for the program, fees for a scholar to run the book discussions to be held monthly from Feb. 2014 - June 2014, and incidental program expenses. I will ask for reimbursement for my trip in the next few days and will purchase the books in the coming months.

The library will retain the books.

American Library Association		Payment Number	Check Date	Check Number
8014544	Briarcliff Manor Public Library	0000028653	05/30/2013	2018956
Voucher Number	Invoice Number	Invoice Date	Invoice Description	Net Check Amt
0000030738	052813	05/28/2013	MSLIM JRNY GRNT/BRIRCLF MNR LB	\$3,500.00

TOTALS:

\$3,500.00

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JULY 10, 2013

1C. BUDGET TRANSFER WATER FUND

BE IT RESOLVED that the Board of Trustees does hereby authorize the following budget transfers for FY 2012-2013:

From: F1990.499	Water Fund Contingency	\$16,300.27
To: F1420.460	Legal	\$16,300.27
From: F1990.499	Water Fund Contingency	\$18,107.77
To: F8310.840	Retirement	\$18,107.77
From: F1990.499	Water Fund Contingency	\$10,622.23
To: F8340.102	Overtime	\$10,622.23
From: F8320.451	Water Purchases	\$100,948.57
To: F8320.460	Contractual	\$21,900.65
To: F8340.101	Salary	\$21,217.14
To: F8340.460	Contractual	\$36,189.00
To: F8340.840	Retirement	\$21,641.78
TOTAL Water Fund		\$145,978.84

**BUDGET TRANSFER REQUEST FORM
FISCAL YEAR 2012-13**

Budget Code	Amt From	Amount To	Budget Code	
F1990.499	\$16,300.27	\$16,300.27	F1420.460	Law-Club
F1990.499	\$ 18,107.77	\$ 18,107.77	F8310.840	Retirement
F1990.499	\$ 10,622.23	\$ 10,622.23	F8340.102	Overtime
F8320.451	\$ 100,948.57	\$ 21,900.65	F8320.460	Contractual
		\$ 21,217.14	F8340.101	Full Time
		\$ 36,189.00	F8340.460	Contractual
		\$ 21,641.78	F8340.840	Retirement
	\$145,978.84	\$145,978.84		

Reason for Transfer Request: End of Year

Water Contingency and Water Purchase to various codes

Robin L. Riccio
Signature of Requesting Department Head

6/21/13
Date:

A.E. Jagan
Village Manager Approval

3 July 2013
Date:

Village Treasurer Approval

Date:

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

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JULY 10, 2013

1D. BUDGET TRANSFER LIBRARY FUND

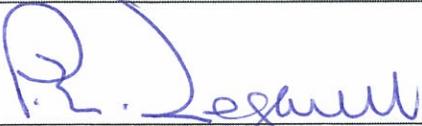
BE IT RESOLVED that the Board of Trustees does hereby authorize the following budget transfers for FY 2012-2013:

From:	L1950.422	Taxes & Assessments	\$89.55
	L1980.498	MTA Tax	\$60.82
	L7410.211	Repair/Maintenance	\$764.21
	L7410.428	Office Supplies	\$33.59
	L7410.440	Utilities - Electricity	\$1,480.54
	L7410.446	Postage	\$130.42
	L7410.460	Contractual	\$346.14
	L7410.460	Contractual	\$1,330.17
	L7410.468	Dues/Subscriptions	\$176.00
	L7410.483	Children's Programs	\$84.67
	L7410.486	Adult Programming	\$417.58
	L7410.805	Medicare Reimbursement	\$499.50
	L7410.810	Optical Insurance	\$440.00
	L7410.815	Dental Insurance	\$778.20
	L7410.825	Hospital Insurance - Retiree	\$4,997.56
To:	L7410.103	Personnel Services	\$12,269.82
From:	L7410.850	Social Security	\$1,608.88
To:	L7410.850	Travel/Mileage Reimbursement	\$0.67
	L7410.480	Books/Software	\$120.56
	L7410.481	DVD's	\$6.60
	L7410.482	Periodicals & Magazines	\$52.65
	L7410.106	Longevity	\$0.16
	L7410.442	Utilities – Natural Gas	\$1,106.56
	L7410.407	Software Maintenance	\$52.00
	L7410.484	Books on CD	\$20.50
	L7410.101	Full Time Personnel	\$249.18

BE IT RESOLVED that the Board of Trustees does hereby authorize the appropriation of fund balance as follows:

From:	L0909	Fund Balance	\$2,575.20
To:	L7410.840	Retirement & Pension	\$1,885.69
To:	L7410.820	Hospital Insurance	\$628.94
To:	L7410.442	Utility – Natural Gas	\$60.57

\$1,608.88	Social Security	\$0.67	L7410.476
	L7410.850		Travel/Mileage Reimburse
		\$120.56	L7410.480
			Books/Software
		\$6.60	L7410.481
			DVDs
		\$52.65	L7410.482
			Periodicals & Magazines
		\$0.16	L7410.106
			Longevity
		\$1,106.56	L7410.442
			Utility - Natural Gas
		\$52.00	L7410.407
			Software Maintenance
		\$20.50	L7410.484
			Books on CD
		\$249.18	L7410.101
			Personnel Svcs. - Full Time
		\$1,608.88	Total
\$2,575.20	L0909	\$1,885.69	L7410.840
	Fund Balance		Retirement & Pension
		\$628.94	L7410.820
			Hospital Insurance
		\$60.57	L7410.442
			Utility - Natural Gas


 Manager

 Library Board Treasurer Approval

26 June 2013
 Date
 6/26/13
 Date

 If over 10,000, Board of Trustees Approval

 Date

BUDGET TRANSFER REQUEST FORM - FY 2012-2013

Amount Fro	Budget Code	Amount To	Budget Code
\$89.55	L1950.422		
	Taxes & Assessments		
\$60.82	L1980.498		
	MTA Tax		
\$764.21	L7410.211		
	Repair/Maintenance		
\$33.59	L7410.428		
	Office Supplies		
\$1,480.54	L7410.440		
	Utilities- Electricity		
\$130.42	L7410.446		
	General Postage		
\$346.14	L7410.460		
	Contractual Svcs (cleaning)		
\$1,330.17	L7410.461		
	Contractual Svcs (WLS)		
\$176.00	L7410.468		
	Dues & Subscriptions		
\$84.67	L7410.483		
	Children's Programs		
\$417.58	L7410.486		
	Adult Programming		
\$499.50	L7410.805		
	Medicare Reimbursement		
\$440.00	L7410.810		
	Optical Insurance		
\$778.20	L7410.815		
	Dental Insurance		
\$4,997.56	L7410.825		
	Hospital Ins. - Retiree		
\$455.99	L7410.841		
	Retirement Incentive		
\$184.88	L7410.850 -Social Security	\$12,269.82	L7410.103
\$12,269.82	Total		Personnel Svcs. - Part Time

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JULY 10, 2013

1E. BUDGET TRANSFER SALARY INCREASES

BE IT RESOLVED that the Board of Trustees does hereby authorize the following budget transfers for FY 2013-2014:

From: A1990.499	GF Contingency	\$6,151.15
To: A3620.101	Salary	\$6,151.15
From: A1990.499	GF Contingency	\$3,358.15
To: A1110.101	Salary	\$3,358.15
From: A1990.499	GF Contingency	\$6,142.30
To: A1325.101	Salary	\$6,142.30
From: A1990.499	GF Contingency	\$3,033.65
To: A1410.101	Salary	\$3,033.65
From: A1990.499	GF Contingency	\$3,206.99
To: A1440.101	Salary	\$3,206.99
From: A1990.499	GF Contingency	\$9,877.99
To: A1490.101	Salary	\$9,877.99
From: A1990.499	GF Contingency	\$11,333.40
To: A7020.101	Salary	\$11,333.40
From: A1990.499	GF Contingency	\$12,495.65
To: A3120.101	Salary	\$12,495.65
From: F1990.499	WF Contingency	\$16,320.57
To: F8310.101	Salary	\$16,320.57
TOTAL		\$71,919.85

**BUDGET TRANSFER REQUEST FORM
FISCAL YEAR 2013-14**

Budget Code	Amt From	Amount To	Budget Code
A1990.499	\$ 6,151.15	\$ 6,151.15	A3620.101
A1990.499	\$ 3,358.15	\$ 3,358.15	A1110.101
A1990.499	\$ 6,142.30	\$ 6,142.30	A1325.101
A1990.499	\$ 3,033.65	\$ 3,033.65	A1410.101
A1990.499	\$ 3,206.99	\$ 3,206.99	A1440.101
A1990.499	\$ 9,877.99	\$ 9,877.99	A1490.101
A1990.499	\$ 11,333.40	\$ 11,333.40	A7020.101
A1990.499	\$ 12,495.65	\$ 12,495.65	A3120.101
F1990.499	\$ 16,320.57	\$ 16,320.57	F8310.101
	\$71,919.85	\$71,919.85	

Reason for Transfer Request: June 1 13-14 Budget Transfer to fund Increases for Administration

Robert L. Lero
Signature of Requesting Department Head

7/1/13
Date:

[Signature]
Village Manager Approval

Date:

Robert L. Lero
Village Treasurer Approval

7/1/13
Date:

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

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JULY 10, 2013

2. APPROPRIATION OF FUND BALANCE

BE IT RESOLVED that the Board of Trustees does hereby authorize the appropriation of fund balance as follows:

From: F0909	Fund Balance	\$540,099.34
-------------	--------------	--------------

To: F9901.940	Full Water Supply Principal	\$540,099.34
---------------	-----------------------------	--------------

Account Inquiry - Munis [VILLAGE OF BRIARCLIFF MANOR]

My File Edit Tools Help

Accept Cancel Cut Copy Paste Find Browse Query Add Update Delete Print Display PDF Save Excel Word Email

- Detail
- Months
- Seg Find
- Totals

Account

Fund Water Fund Acct

Org IntrFndTin Acct name

Object Debt Fund Type Status

Project MultiYr Fund

4 Year Comparison	Current Year	History		
Yr/Per 2013/12	Fiscal Year 2013	Fiscal Year 2012	Fiscal Year 2011	
Original Budget	<input type="text" value="939,181.00"/>	<input type="text" value="906,767.00"/>	<input type="text" value="927,111.24"/>	
Transfers In	<input type="text" value="413,591.71"/>	<input type="text" value="634,300.21"/>		
Transfers Out	<input type="text" value="00"/>	<input type="text" value="404,089.00"/>	<input type="text" value="00"/>	
Revised Budget	<input type="text" value="1,352,772.71"/>	<input type="text" value="1,136,978.21"/>	<input type="text" value="927,111.24"/>	
Actual (Memo)	<input type="text" value="1,892,872.05"/>	<input type="text" value="1,136,880.78"/>	<input type="text" value="927,111.24"/>	
Encumbrances	<input type="text" value="00"/>	<input type="text" value="00"/>	<input type="text" value="00"/>	
Requisitions	<input type="text" value="00"/>			
Available	<input type="text" value="540,099.34"/>	<input type="text" value="97.43"/>	<input type="text" value="00"/>	
Percent used	<input type="text" value="139.93"/>	<input type="text" value="99.99"/>	<input type="text" value="100.00"/>	

Display detail information for current account.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JULY 10, 2013

**3A. AUTHORIZE VILLAGE MANAGER TO EXECUTE AGREEMENT WITH
NEW YORK STATE DEPARTMENT OF TRANSPORTATION TO
AMEND THE SNOW AND ICE AGREEMENT FOR 2012-2013**

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an agreement with the New York State Department of Transportation to amend the Indexed Lump Sum Municipal Snow and Ice Agreement for the period from July 1, 2012 through June 30, 2013 from \$5,182.80 to \$8,639.73.

AMENDMENT B

Contract #	Municipality	Ext. Season	Region #
D014708	VILLAGE OF BRIARCLIFF MANOR	2012/13	8
Type of Contract			Indexed Lump Sum

**AMENDMENT TO CHANGE THE ESTIMATED EXPENDITURE
FOR SNOW & ICE AGREEMENT**

Due to the severity of the winter during 2012/13 the MUNICIPALITY requests that the Municipal Snow and Ice Agreement estimated expenditure be revised to reflect the additional lane miles of state roads that were plowed/treated during the winter season. All the terms and conditions of the original contract extension remain in effect except as follows:

ADDITIONAL S&I OPERATIONS						
J-Mile Base	12/13 J-Miles	S&I LM Base	12/13 LM	Pay ¹ Factor	Original Estimated Expenditure	Index Adjustment ²
50,634	94,251	590	2.50	1.667	\$5,182.80	\$3,456.93
Pay Factor ¹ = (12/13 J-Miles/(12/13 LM))/(J-Mile Base/S&I LM Base)						
Index Adjustment ² = (Original Estimated Expenditure * Pay Factor ¹) - Original Estimated Expenditure						
TOTAL REVISED ESTIMATED EXPENDITURE						
Original Estimated Expenditure		Index Adjustment ²		Rev. Est. Expenditure ³		
\$5,182.80		\$3,456.93		\$8,639.73		
Revised Estimated Expenditure ³ = Original Estimated Expenditure + Index Adjustment ²						

IN WITNESS WHEREOF, this agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER OF TRANSPORTATION and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first written in the original contract extension.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JULY 10, 2013

3B. AUTHORIZE VILLAGE MANAGER TO EXECUTE AN EMERGENCY RELIEF PROJECT AGREEMENT

Authorizing the implementation and funding in the first instance 100% of the federal-aid eligible costs of a transportation federal-aid emergency project, and appropriating funds therefore.

WHEREAS, a Project for the Emergency Repair work to correct damages caused by Hurricane Irene August 26, 2011 at North State Road in the Village of Briarcliff Manor, Westchester County, PIN 8701.92 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, for Federal emergency relief that calls for the apportionment of the costs of the Emergency Repair to be borne at the ratio of 100% Federal funds and 1% non-federal funds; and

WHEREAS, the Village of Briarcliff Manor desires to advance the Project by making a commitment of 100% of the non-federal share of the costs thereof.

NOW, THEREFORE, the Village of Briarcliff Manor Board of Trustees, duly convened, does hereby,

RESOLVE, that the Village of Briarcliff Manor Board of Trustees hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the Village of Briarcliff Manor Board of Trustees hereby authorizes the Village of Briarcliff Manor to pay in the first instance 100% of the federal and non-federal share of the cost of construction work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$58,902 is hereby **appropriated from** _____ **[or, appropriated pursuant to _____]** and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the Project exceeds the amount appropriated above, the Village of Briarcliff Manor Board of Trustees shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Mayor of the Village of Briarcliff Manor thereof, and it is further

RESOLVED, that the Mayor of the Village of Briarcliff Manor be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on

VILLAGE OF
BRIARCLIFF MANOR
www.briarcliffmanor.org



1111 PLEASANTVILLE ROAD
BRIARCLIFF MANOR, N.Y. 10510
TELEPHONE: (914) 944-2770
FAX: (914) 941-4837

MEMORANDUM

TO: Philip E. Zegarelli, Village Manager
FROM: David J. Turiano, P.E. *DAVID TURIANO*
DATE: July 2, 2013
RE: Emergency Relief Program – Hurricane Irene

Dear Phil,

Attached please find a proposed resolution of the Village Board required for reimbursement of FHWA funds for Hurricane Irene, FHWA Disaster #NY11-02. Recall that these funds totaling \$58,902 were for emergency repair work performed relative to the box culvert replacement installed under North State Road adjacent to the former Birritella Service Station. While the NYS DOT did perform all work relative to the design and construction of the culvert, the Village did perform certain protective measures and design work prior to such DOT project including MPT planning, detour, survey and utility locating and hydraulic design.

The Village is being fully reimbursed for all of these expenditures.

Please arrange for approval of the attached resolution and deliver eight (8) copies each with an original signature, notarization and certification.

Attachments

Emergency Relief Project Agreement

COMPTROLLER'S CONTRACT NO _____

This Agreement, effective this **26th** day of **August 2011** is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and,

Village of Briarcliff Manor (the "Municipality")
acting by and through the **Mayor**

with its office at **1111 Pleasantville Road, Briarcliff Manor, Westchester County, New York**

This agreement identifies the party responsible for administration, and establishes the method or provision for funding, of applicable phases of a Federal-aid municipal streets and highway project not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this agreement or one or more duly executed and approved Supplemental Schedules A to this agreement. The phases that are potentially the subject of this agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal-aid project shall be identified for the purposes of this agreement as **PIN 8701.92, Emergency Repair work to correct damages caused by Hurricane Irene August 26, 2011, at North State Road in the Village of Briarcliff Manor, Westchester County** (as more specifically described in such Schedule A or Supplemental Schedules A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal-aid funds to the State for the purpose of carrying out Federal-aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal-aid highway acts and provides for the consent to and approval by the Municipality of any project under the Federal-aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality are desirous of progressing the Project under the Federal-aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, Emergency Relief funds may be used for emergency repairs and permanent repairs.

WHEREAS, the Emergency Relief Program provides 100% reimbursement for temporary emergency repairs within 180 days of the event. Emergency repairs completed after 180 days of the event is considered permanent work. Reimbursement for permanent repairs is 90% for Interstates and 80% for other functional classifications.

WHEREAS, the Municipality has applied and been approved for emergency disaster relief under FHWA's Emergency Relief program.

WHEREAS, the Legislative Body of the Municipality by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal Deposit identified in applicable Schedules A and has further authorized the _____ of the Municipality to execute this Agreement and the applicable Schedule A on behalf of the Municipality (a copy of such Resolution is attached to and made a part of this Agreement).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Emergency Relief Project Agreement";
- Schedule "A" - Description of Project phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1" – Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "2" – Iran Divestment Act
- Appendix "B" – U.S. Government Required Clauses
- Municipal/Sponsor Resolution(s) – duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore.

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A (attached) or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the execution of such Schedules A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual (available through NYSDOT's web site at: <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipal/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request Thruway Authority funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. Billing shall be no more frequent than monthly and must be submitted in no less than six month intervals.

4.1. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally-aided portion. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal Aid. NYSDOT will make reimbursements periodically upon request and certification by the

Sponsor. The frequency of billing must be in conformance with that stipulated in the *NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments)*. NYSDOT recommends that bills not be submitted more frequently than monthly for a typical project. In all cases, bills must be submitted at least once every six

4.1.1. *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. code, as amended, that requires Federal-aid-eligible projects to be on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects that can be off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.1.2. *Periodic Reimbursement.* Except where the Municipality/Sponsor proceeds or has proceeded without an agreement with NYSDOT, if the Municipality/Sponsor finds it desirable to have reimbursement made periodically, upon the request and certification therefore by the Municipality/sponsor, NYSDOT may make Federal-aid progress payments based on either:

- a) billings submitted by the consultant;
- b) payment estimates prepared by NYSDOT's Engineer-in-Charge; or
- c) billings prepared by the Municipality/Sponsor in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project, with adjustments to be made after audit by NYSDOT or FHWA.

4.2. In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of the amount state in Schedule A for the Federal share.

4.3. All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.4. If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipal/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements or Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal Aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance Agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT and, during the useful life of the Project the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage; Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid funding authorization is in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement, provided any necessary Federal or State appropriations or other funding authorizations therefore, are eventually enacted.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover any offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and

offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds.

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement, the "Procedures for Locally Administered Federal Aid Projects" manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

- 17.1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
- (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission;
 - (c) By personal delivery;
 - (d) By expedited delivery service; or
 - (e) By e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: Carolyn M. Ryan
Title: Local Projects Manager
Address: Eleanor Roosevelt State Building
4 Burnett Boulevard, Poughkeepsie, NY 12603
Telephone Number: 845-431-5788
Facsimile Number: 845-431-5988
E-Mail Address: carolyn.ryan@dot.ny.gov or doreen.holsopple@dot.ny.gov

(Municipality/Sponsor): Village of Briarcliff Manor
Name: William J. Vescio
Title: Mayor
Address: 1111 Pleasantville Road
Telephone Number: (914) 944-2782
Facsimile Number: (914) 941-4837
E-Mail Address: wvescio@briarcliffmanor.org

17.2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the NYS Thruway, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website. The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS Thruway Authority's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, State and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), *External Programs*; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State *Smart Growth Public Infrastructure Policy Act*, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

20. *Compliance with Procedural Requirements* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual, which, as such, may be amended from time to time.

Locally administered Federal-aid transportation projects must be constructed in accordance with the current version of *NYSDOT Standard Specifications; Construction and Materials*, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis.)

NYS DOT # _____

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officials as of the date first above written.

Municipality/Sponsor

Municipality/Sponsor Attorney

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

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

On this _____ day of _____, 2013 before me personally came _____ to me known, who, being by me duly sworn did depose and say that s/he resides at _____; that s/he is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that s/he signed his/her name thereto by like order.

Notary Public

Approved for NYS DOT:

Approved as to Form:

By: _____
For Commissioner of Transportation

STATE OF NEW YORK ATTORNEY GENERAL
By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

DATE: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112.

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 8701.92**

OSC Municipal Contract #: _____ **Contract Start Date:** 8/26/2011 (mm/dd/yyyy) **Contract End Date:** 8/26/2016 (mm/dd/yyyy)
 Check, if date changed from the last Schedule

Purpose: Original Standard Agreement Supplemental Schedule A No.

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): Village of Briarcliff Manor
 State Administered Other Municipality/Sponsor (if applicable):

State Administered List participating Municipality(ies) and the % of cost share for each and indicate by checkbox wh
Municipality this Schedule A applies.
 Municipality: % of Cost sha
 Municipality: % of Cost sha
 Municipality: % of Cost sha

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: HWY RECONST **County (If different from Municipality):** Westchester County

Marchiselli Eligible Yes No (Check, if changed from last Schedule A):

Project Description: Emergency Repair work to correct damages caused by Hurricane Irene August 26, 2011, at North Stat Road in the Village of Briarcliff Manor, Westchester County.

Marchiselli Allocations Approved FOR ALL PHASES (to compute total costs in the last row and column, right click in each field and select "Update Field")

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$	\$	\$	\$ 0.
<input type="checkbox"/>	Current SFY	\$	\$	\$	\$ 0.
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES (For each PIN Fiscal Share, bel show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old". To compute Current Costs in the last row, right click in each field and select "Update Field")

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding Program	Total Costs	FEDERAL Participating Share and Percentage	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Require only if Sta Administer)
..	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
..	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
..	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
..	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
..	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYS DOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN/Fiscal Share, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old". To compute Total Current Costs in last row, right click in each field and select "Update Field"

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8701.92.321	Current	ER	\$58,902.00	\$58,902.00	\$0.00	\$0.00
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$58,902.00	\$58,902.00	\$ 0.00	\$ 0.00

C. Total Local Deposit(s) Required for State Administered Projects:	\$0.00
--	--------

D. Total Project Costs To compute Total Costs in the last column, right click in the field and select "Update Field"

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$58,902.00	\$0.00	\$0.00	\$0.00	\$58,902.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Doreen Holsopple</u> Phone No: <u>845-431-5977</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

SCHEDULE B: Phases, Sub-phases/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering an "X" in either the NYSDOT column to allocate the task to State labor forces or a State Contract, or enter an "X" in the Sponsor column indicating non-State labor forces or a locally administered contract.

PHASE/SUB-PHASE/TASK	Responsibility	
	NYSDOT	Sponsor
A1. Preliminary Engineering ("PE") Phase		
1. <u>Scoping</u> : Prepare & distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.		
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.		
3. Smart Growth Attestation (NYSDOT ONLY).		
4. <u>Preliminary Design</u> : Prepare & distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.		
5. <u>Review & Circulate</u> all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.		
6. Obtain aerial photography and photogrammetric mapping.		
7. Perform all surveys for mapping and design.		
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the <i>Highway Design Manual</i> , including all Highway Design, including pavement evaluations, taking and analyzing cores; design of pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.		
9. Perform landscape design (including erosion control).		
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need for cultural resources survey.		
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance separate, any portions of the project which may be more appropriately progressed separately and independently.		
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.		

PHASE/SUB-PHASE/TASK

Responsibility

NYS DOT Sponsor

13. Conduct any required soils and other geological investigations.

14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocation plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.

15. Determine the need and apply for any required permits, including U. S. Coast Guard, U. S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYS DOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.

16. Prepare and execute any required agreements, including:

- Railroad force account
- Maintenance agreements for sidewalks, lighting, signals, betterments.
- Betterment Agreements
- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities.

17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYS DOT

18. The American recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/ Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).

19. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.

A2. Right-of-Way (ROW) Incidentals

1. Prepare ARM or other mapping, showing preliminary/taking lines:

2. Right-of-Way (ROW) mapping and any necessary right-of-way relocation plans.

3. Obtain abstracts of title and certify those having an interest in right-of-way to be acquired.

4. Secure Appraisals.

5. Perform Appraisal Review and establish an amount representing just compensation.

6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including "de minimus" determination, as may be applicable. If NYS DOT is responsible for acquiring the right-of-way, this determination may be performed by NYS DOT only if NYS DOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.

PHASE/SUB-PHASE/TASK		Responsibility
		NYS DOT Sponsor
13. Conduct any required soils and other geological investigations.		
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocation plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.		
15. Determine the need and apply for any required permits, including U. S. Coast Guard, U. S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYS DOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.		
16. Prepare and execute any required agreements, including: -- Railroad force account -- Maintenance agreements for sidewalks, lighting, signals, betterments. -- Betterment Agreements -- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities.		
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYS DOT		
18. The American recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/ Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).		N/A
19. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.		N/A
A2. Right-of-Way (ROW) Incidentals		
1. Prepare ARM or other mapping, showing preliminary/taking lines:		
2. Right-of-Way (ROW) mapping and any necessary right-of-way relocation plans.		
3. Obtain abstracts of title and certify those having an interest in right-of-way to be acquired.		
4. Secure Appraisals.		
5. Perform Appraisal Review and establish an amount representing just compensation.		
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including "de minimus" determination, as may be applicable. If NYS DOT is responsible for acquiring the right-of-way, this determination may be performed by NYS DOT only if NYS DOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.		

PHASE/SUB-PHASE/TASK

Responsibility

NYS DOT

Sponsor

7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.

8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).

9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.

B. Right of Way (ROW) Acquisition

1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYS DOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.

2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.

3. Conduct eminent domain proceedings, court, and any other legal actions required to acquire properties.

4. Monitor all ROW Acquisition work and activities, including review and processing of payments to property owners.

5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.

6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.

7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.

8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).

PHASE/SUB-PHASE/TASK

9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract; and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.

XX C. Construction (C), Construction Support (C/S) and Construction Inspection (C/I) Phase

1. Advertise contract lettings and distribute contract documents to prospective bidders.

2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).

3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.

4. Compile and submit Contract Award Documentation Package.

5. Review/approve any proposed subcontractors, vendors, or suppliers.

6. Conduct & control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records & files, including all diaries & logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies & labor for the performance of the work on the project, & insure that the proper materials, equipment, human resources, methods and procedures are used.

7(a). For non-NHS or State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.

7(b) For NHS or State highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYS DOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYS DOT design and construction standards associated with the federal aid project.

7(c) For projects that fall under both 7a and 7b above, check boxes for each.

8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.

9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.

Responsibility	
NYS DOT	Sponsor
	X
	XX
	X
	X
	X
Inspection by NYS DOT	Contractual reqs. of contractor and subs.
	X
	X
	X

PHASE/SUB-PHASE/TASK	Responsibility	
	NYS DOT	Sponsor
10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).		N/A
11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.		N/A
12. Review and approve all shop drawings, fabrications details, and other details of structural work.		X
13. Administer all construction contract claims, disputes or litigation.		X
14. Perform final inspection of the completed work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.	X	XX
15. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.		

XX= Lead in task.
Schedule B Dec/2011

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable,

Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal,

legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(March 2013)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its "Procedures for Locally Administered Federal-Aid Projects" (available through NYSDOT's web site at: www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsor's contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (**CFDA**²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number; award number and year; name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215 Highway Training and Education**
- 20.219 Recreational Trails Program**
- 20.XXX Highway Planning and Construction - Highways for LIFE;**
- 20.XXX Surface Transportation Research and Development;**
- 20.500 Federal Transit Capital Investment Grants**
- 20.505 Federal Transit Metropolitan Planning Grants**
- 20.507 Federal Transit Formula Grants**
- 20.509 Formula Grants for Other Than Urbanized Areas**
- 20.600 State and Community Highway Safety**
- 23.003 Appalachian Development Highway System**
- 23.008 Appalachian Local Access Roads**

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime

² www.cfda.gov/

contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

APPENDIX 2 IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JULY 10, 2013

**4. AUTHORIZE THE FILING OF THE UNIFORM NOTICE OF CLAIMS
CERTIFICATE**

WHEREAS, pursuant to Chapter 500 of the Laws of New York (2012) and Chapter 24 of the Laws of New York (2013), General Municipal Law §53 requires public corporations, such as the Village of Briarcliff Manor, to file a certificate with the Secretary of State designating the Secretary of State as the Village's agent for service of a notice of claim; and

WHEREAS, under the provisions of General Municipal Law §53 the certificate must include the applicable time limit for filing the notice of claim and the name, post office address and electronic mail address, if available, of an officer, person, or designee, nominee or other agent-in-fact for the transmittal of notices of claim served upon the Secretary as the Village's agent; and

WHEREAS, pursuant to General Municipal Law, §50-e(1)(a), the applicable time limit for the filing of a notice of claim upon a Village is 90 days after the claim arises, or in the case of a wrongful death action, 90 days from the appointment of a representative of the decedent's estate;

NOW THEREFORE, BE IT:

RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor, County of Westchester designates Christine Dennett in her capacity as Village Clerk to receive notices of claims served upon the Secretary of State by mail at 1111 Pleasantville Road Briarcliff Manor, New York 10510 and email at cdennett@briarcliffmanor.org.

BE IT FURTHER RESOLVED, that the Board of Trustees hereby directs the Village Clerk to file the required certificate with the Secretary of State informing him of the Village's designation and applicable time limitation for filing a notice of claim with the Village on or before July 15, 2013.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JULY 10, 2013

5. AMENDMENT TO THE VILLAGE OF BRIARCLIFF MANOR EMPLOYEE HANDBOOK

BE IT RESOLVED that the Board of Trustees of the Village of Briarcliff Manor hereby amends the Village of Briarcliff Manor's ("VBM") Employee Handbook adopted by the Board of Trustees on March 17, 2005 and amended on February 16, 2013 as follows:

806 Medical Insurance

Eligibility - The Village will make available medical insurance coverage to each full-time employee and their eligible family members. A Village Justice, part-time, temporary, or seasonal employee is not eligible for medical insurance coverage.

When Coverage Begins - Coverage will begin on the employee's first day of employment, the first day of office, provided all eligibility requirements of the insurance plan are met.

Coverage will end at the end of the month in which an employee separates employment with the Village

Premium Payment (Full-Time Employees) –

The Village will pay

- o The full premium for individual or family medical insurance coverage, as the case may be, less 5% of the annual premium for each year of employment, for each eligible full-time employee who was hired before June 1, 2013.
- o The full premium for individual or family medical insurance coverage, as the case may be, less 15% of the annual premium for each year of employment, for each eligible full time employee who was hired on or after June 1, 2013.

In addition to the employee contribution specified above, an employee who selects HMO medical coverage is also responsible for payment of the difference between the cost of the basic medical option and the selected HMO option.

Changes in Premium Contributions – The amount of the insurance premium an employee is required to contribute is subject to change by resolution of the Board of Trustees. The Board of Trustees will provide a two-month written notice of such change.

Union Employees - An employee who is a member of a collective bargaining unit is not covered by the Medical Insurance provisions set forth immediately above and should refer to the applicable collective bargaining agreement.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JULY 10, 2013

6. ADOPTION OF CAPITAL BUDGET FOR FY 2013-2014

BE IT RESOLVED, that the Board of Trustees does hereby adopt the Capital Budget for Fiscal Year 2013-2014 in the amount of \$3,453,720 as follows:

Village of Briarcliff Manor

updated 6/27/13

2013-14 Capital Projects

BOT approved _____	Departmental Budget Requested	Funding w/ 2% Costs	PPU (Years)
Police Department:			
Chief Vehicle	\$ 35,000	\$ 35,700	5
Total Requirements:	<u>\$ 35,000</u>	<u>\$ 35,700</u>	
 Fire Department:			
S.C.B.A.	\$ 150,000	\$ 153,000	20
Total Requirements:	<u>\$ 150,000</u>	<u>\$ 153,000</u>	
 Department of Public Works: (general)			
Annual Paving	\$ 100,000	\$ 102,000	15
Annual Sidewalk	\$ 60,000	\$ 61,200	10
Epoxy Paint Traffic Lines	\$ 50,000	\$ 51,000	15
Annual Street Light Replacement -1st year	\$ 40,000	\$ 40,800	20
Total Requirements:	<u>\$ 250,000</u>	<u>\$ 255,000</u>	
 Department of Public Works: (water)			
Cleaning & Cement Lining Round Hill Road	\$ 1,500,000	\$ 1,530,000	40
SCADA -Water Systems Priority 2	\$ 150,000	\$ 153,000	40
Village Wide Drainage	\$ 200,000	\$ 204,000	40
Total Requirements:	<u>\$ 1,850,000</u>	<u>\$ 1,887,000</u>	

Department of Public Works: (vehicles)

Walk Behind Mower	\$ 6,000	\$ 6,120	15
Total Requirements:	<u>\$ 6,000</u>	<u>\$ 6,120</u>	

Department of Public Works: (Water Vehicles)

Backhoe	\$ 100,000	\$ 102,000	15
Excavating Attachments	\$ 60,000	\$ 61,200	
	<u>\$ 160,000</u>	<u>\$ 163,200</u>	

Facilities:

Community Center Phase II	\$ 300,000	\$ 306,000	25
DPW Generator	\$ 150,000	\$ 153,000	10
DPW Boiler -Gas Line	\$ 100,000	\$ 102,000	10
Macy Road Demolition	\$ 135,000	\$ 137,700	10
Macy Road Comfort Station	\$ 250,000	\$ 255,000	25
	<u>\$ 935,000</u>	<u>\$ 953,700</u>	

Total-General Fund	<u>\$ 1,376,000</u>	<u>\$ 1,403,520</u>	
--------------------	---------------------	---------------------	--

Total-Water Fund	<u>\$ 2,010,000</u>	<u>\$ 2,050,200</u>	
------------------	---------------------	---------------------	--

Total - All Projects	<u>\$ 3,386,000</u>	<u>\$ 3,453,720</u>	
-----------------------------	---------------------	---------------------	--

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JULY 10, 2013

7. FIRE DEPARTMENT MEMBERSHIPS

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

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approves the membership of **Thomas J. Frankie** to the Briarcliff Manor Hook & Ladder Company.

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approves the membership of **Russell F. Coccozza** to the Briarcliff Fire Company.

Briarcliff Manor Fire Department

1111 PLEASANTVILLE ROAD
BRIARCLIFF MANOR, NY 10510

Office of the Chief



ROBERT O'HANLON, JR., Chief
DENNIS L. REILLY, 1st Ass't Chief
ROBERT M. GARCIA, 2nd Ass't Chief

EMAIL: fdchief@briarcliffmanor.org

EMERGENCY 911
CHIEF'S OFFICE (914) 941-0879
FAX (914) 944-2758

DATE: July 1, 2013

TO: Christine Dennett, Village Clerk
Briarcliff Manor Board of Trustee's

FROM: Robert O'Hanlon Jr. - Briarcliff Manor Fire Department

SUBJECT: NEW MEMBER - Request for Village Approval

Honorable Mayor and Trustee's;

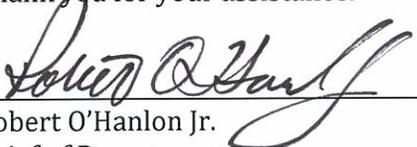
Eric Nadler, born 06/19/1962 and residing at 144 Tuttle Road, Briarcliff Manor, New York, has applied for membership in the Briarcliff Manor Fire Department

The applicant listed above, has been vetted by the Briarcliff Manor Hook & Ladder Company Membership Committee and determined to meet the criteria set forth by the Briarcliff Manor Fire Department.

FURTHERMORE, the Chief of Department has performed an Arson Background Check on said member who has been found to have NO record of Arson Conviction.

The Chief of Department Requests that the Village of Briarcliff Board of Trustee's approve the application set before you and send such confirmation to **Chiefs Office** at your earliest convenience.

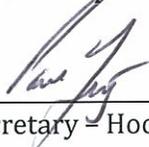
Thank you for your assistance.



Robert O'Hanlon Jr.
Chief of Department

07/01/2013

Dated



Secretary - Hook & Ladder Company

7/1/13

Dated



Village Clerk - Christine Dennett

7-3-13

Dated

Briarcliff Manor Fire Department

1111 PLEASANTVILLE ROAD
BRIARCLIFF MANOR, NY 10510

Office of the Chief



ROBERT O'HANLON, JR., Chief
DENNIS L. REILLY, 1st Ass't Chief
ROBERT M. GARCIA, 2nd Ass't Chief

EMAIL: fdchief@briarcliffmanor.org

EMERGENCY 911
CHIEF'S OFFICE (914) 941-0879
FAX (914) 944-2758

DATE: July 1, 2013

TO: Christine Dennett, Village Clerk
Briarcliff Manor Board of Trustee's

FROM: Robert O'Hanlon Jr. - Briarcliff Manor Fire Department

SUBJECT: NEW MEMBER - Request for Village Approval

Honorable Mayor and Trustee's;

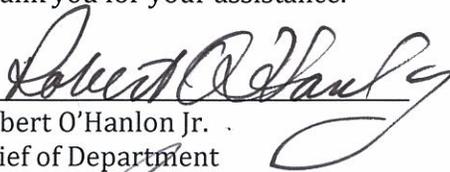
Thomas J. Frankie, born 01/07/1972 and residing at 14 Croton Dam Road, Ossining, New York, has applied for membership in the Briarcliff Manor Fire Department

The applicant listed above, has been vetted by the Briarcliff Manor Hook & Ladder Company Membership Committee and determined to meet the criteria set forth by the Briarcliff Manor Fire Department.

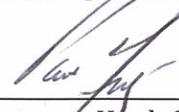
FURTHERMORE, the Chief of Department has performed an Arson Background Check on said member who has been found to have NO record of Arson Conviction.

The Chief of Department Requests that the Village of Briarcliff Board of Trustee's approve the application set before you and send such confirmation to **Chiefs Office** at your earliest convenience.

Thank you for your assistance.


Robert O'Hanlon Jr.
Chief of Department

07/01/2013
Dated


Secretary - Hook & Ladder Company

7/1/13
Dated


Village Clerk - Christine Dennett

7-3-13
Dated

Briarcliff Manor Fire Department

1111 PLEASANTVILLE ROAD
BRIARCLIFF MANOR, NY 10510

Office of the Chief



ROBERT O'HANLON, JR., Chief
DENNIS L. REILLY, 1st Ass't Chief
ROBERT M. GARCIA, 2nd Ass't Chief

EMAIL: fdchief@briarcliffmanor.org

EMERGENCY 911
CHIEF'S OFFICE (914) 941-0879
FAX (914) 944-2758

DATE: May 30, 2013

TO: Christine Dennett, Village Clerk
Briarcliff Manor Board of Trustee's

FROM: Chief Robert O'Hanlon Jr. – Briarcliff Manor Fire Department

SUBJECT: NEW MEMBER – Request for Village Approval

Honorable Mayor and Trustee's;

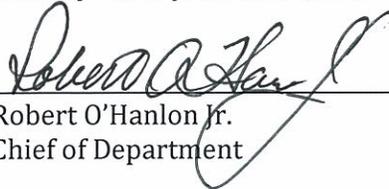
Russell F. Coccozza, born 01/01/1995 and residing at 409 Chappaqua Road, Briarcliff Manor, New York has applied for membership in the Briarcliff Manor Fire Department.

The applicant listed above, has been vetted by the Briarcliff Fire Company Membership Committee and determined to meet the criteria set forth by the Briarcliff Manor Fire Department.

FURTHERMORE, the Chief of Department has performed an Arson Background Check on said member who has been found to have NO record of Arson Conviction.

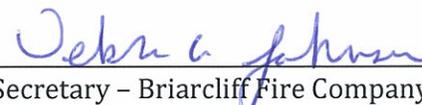
The Chief of Department Requests that the Village of Briarcliff Board of Trustee's approve the application set before you and send such confirmation to **Chiefs Office** at your earliest convenience.

Thank you for your assistance.



Robert O'Hanlon Jr.
Chief of Department

05/30/2013
Dated



Secretary – Briarcliff Fire Company

7-2-2013
Dated



Village Clerk – Christine Dennett

7-3-13
Dated

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JULY 10, 2013

8. MINUTES

- May 15, 2013 – Regular Meeting
- June 5, 2013 – Regular Meeting
- June 19, 2013 – Regular Meeting

Village Board of Trustees
Regular Meeting
May 15, 2013
7:30 p.m.

The Regular Meeting of the Board of Trustees of the Village of Briarcliff Manor, New York was held in the Village of Briarcliff Manor Village Hall, at 1111 Pleasantville Road, Briarcliff Manor, New York on the 15th of May, 2013 commencing at 7:30 p.m.

Present

William J. Vescio, Mayor
Robert Murray, Trustee
Mark L. Wilson, Trustee

Also Present

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

Absent

Lori A. Sullivan, Deputy Mayor
Mark Pohar, Trustee

Board of Trustees Report by Trustee Wilson

- DPW is continuing road patching and stump grinding and general repairs throughout the Village.
- Delinquent water accounts were levied to the tax bills. Tax bills will be mailed shortly and are due in the month of June.
- The Library has hosted a number of successful, well attended programs over the last few weeks.
- The Memorial Day Parade will be on Monday, May 27th.
- The Briarcliff Friends of the Library will host their annual 5K run/walk on Memorial Day starting at Law Park.
- The 2013 Recreation Spring/Summer Brochure is available on the Village website. Sign up for "Rec News" to stay informed of the latest programs and information.
- Pool and Tennis permits are available for purchase.
- Camp registration is underway and there are limited spaces available. Please contact the Recreation Department for more information.
- Summercliff Players presents Seussical as their summer production.
- The Youth Center will host an open house on May 16th for 4th Graders.
- The Swim Team Pancake Breakfast will be on May 18th in the Law Park Pavilion.

Mayor Vescio announced the Village entered the Westchester County Water Tasting Contest and came in 2nd place. He stated it was a testament to the Full Supply Water Project that was undertaken 9 years ago.

Village Managers Report by Village Manager Zegarelli

- The Village is still awaiting reimbursement from FEMA.
- The Community Center plans are in the final phase.
- Labor Contracts have been settled with the PBA and CSEA.
- Hydrant Flushing throughout the Village has begun.
- Old Sleepy Hollow Estates has installed a sewer main and will be available to other residents in that area.
- The Work Session will be rescheduled to May 22nd at 6:45pm.

Public Comments

There were no public comments.

Authorize Village Treasurer to Levy Unpaid Water Rents to the 2013-2014 Tax Roll

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

BE IT RESOLVED that the Board of Trustees of the Village of Briarcliff Manor in accordance with Village Law hereby certifies the attached Unpaid Water Rents and further authorizes the Village Treasurer to Levy said Unpaid Water Rents to the 2013-14 Tax Roll.

Ratification of a Memorandum of Agreement between the Village and the CSEA

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

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby ratifies and approves the attached memorandum of agreement dated May 8, 2013 between the Village and the CSEA.

Fire Department Membership – Jackson

The Board thanked Mr. Jackson for volunteering.

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

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

Budget Amendment – Unclaimed Bail Money

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

BE IT RESOLVED that the budget for Fiscal Year 2012-2013 is hereby amended as follows:

Increase Revenue
(A0101.2770) by \$115.00

Minutes

Upon motion by Trustee Murray, seconded by Trustee Wilson, the Board voted unanimously to approve the minutes of April 30, 2013 Special Meeting.

Upon motion by Trustee Murray, seconded by Trustee Wilson, the Board voted unanimously to approve the minutes of April 30, 2013 Regular Meeting as amended.

Adjournment

The Board wished a Happy Birthday to Trustee Pohar's wife Kerry.

Upon motion by Trustee Murray, seconded by Trustee Wilson, the Board voted unanimously to adjourn the meeting at 7:50pm.

Respectfully Submitted By,

Christine Dennett
Village Clerk

Village Board of Trustees
Regular Meeting
June 5, 2013
7:30 p.m.

The Regular Meeting of the Board of Trustees of the Village of Briarcliff Manor, New York was held in the Village of Briarcliff Manor Village Hall, at 1111 Pleasantville Road, Briarcliff Manor, New York on the 5th of June, 2013 commencing at 7:30 p.m.

Present

William J. Vescio, Mayor
Lori A. Sullivan, Deputy Mayor
Mark L. Wilson, Trustee

Also Present

Philip Zegarelli, Village Manager
Christine Dennett, Village Clerk
Lynn Weinig, Village Counsel

Absent

Robert Murray, Trustee
Mark Pohar, Trustee

Public Hearing to Amend a Special Use Permit – Faith Lutheran Brethren Church

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

Mr. Dennis Sundwald, Chairman of the Congregation explained the proposed additions to the site.

The Board had general discussion regarding the amendment process and SEQRA review and requested the Planning Board conduct their site plan review and provide the Board of Trustees with a recommendation so they would have a better understanding of the changes and impacts of the project.

Upon motion by Deputy Mayor Sullivan, seconded by Trustee Wilson, the Board voted unanimously to adjourn the Public Hearing to August 7, 2013 at 7:30pm.

Village Managers Report by Village Manager Zegarelli

- The Village received word regarding the FEMA reimbursement.
- Summer Hours are in effect in Village Hall. Village Hall will be closed on July 4th and 5th.
- The Community Center plans are in the final phase.
- Building Permits are up 75% above budget.
- Hydrant Flushing throughout the Village has begun.

- Tax Bills due by July 1st have been mailed out and are also available on the Village website.
- Pool and Tennis Permits are available for purchase at the Recreation Department.
- Summer Camp enrollment went well.

Public Comments

Mr. Arslan Hussain of South State Road stated he recently moved into the Village with his family and he was concerned about the speed of the traffic on his street. He requested additional signage be installed and asked if there was anything else that could be done to mitigate the problem.

Deputy Mayor Sullivan asked the Village Manager to review the roadway to see if there was a possibility of slowing down traffic with a stop sign like was done on Larch Road.

Mayor Vescio stated they could request the Police Department be more vigilant with issuing tickets in the area. He stated the Board lowered the speed limit in the Central Business District to 25MPH and perhaps they could look into doing the same on South State Road. He stated that signs really wouldn't solve any of the issues and would create visual clutter.

Village Manager Zegarelli stated the Police had the electronic speed board in the area that proved helpful and would ask the Police to enforce speed limits as much as possible.

Award of Bid

Mayor Vescio noted that all the bids came in under budget.

Bus Transportation

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

BE IT RESOLVED that the bid for the furnishing of Bus Transportation Services for various programs operated by the Recreation and Parks Department (VM-1314-1) is hereby awarded to Briarcliff Bus Co., Inc. of Briarcliff Manor, New York as per the rates in the attached schedule.

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with Briarcliff Bus Co., Inc. for the furnishing of Bus Transportation Services for the Recreation and Parks Department.

Medium Duty Truck Chassis

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

WHEREAS the Village received 1 bid for a Medium Duty Truck Chassis; and

BE IT RESOLVED that the bid for a Medium Duty Truck Chassis (VM-1213-10) is hereby awarded to Diehl and Sons, Inc. as per their bid of \$103,624.

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with Diehl and Sons for said equipment.

Medium Duty Truck Body

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

WHEREAS the Village received 3 bids for a Medium Duty Truck Body; and

BE IT RESOLVED that the bid for a Medium Duty Truck Body (VM-1213-8) is hereby awarded to Reed System, Ltd. as per their bid of \$91,770.

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with Reed System, Ltd. for said equipment.

Tax Certioraris

449 North State Road Co. LLC

Upon motion by Deputy Mayor Sullivan, seconded by Trustee Wilson, the Board voted unanimously to approve the following resolution as amended:

WHEREAS, 449 North State Road Co. LLC, 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 years 2008 through 2012; and

WHEREAS, the tax certiorari filings relate to Village of Briarcliff Manor fiscal years 2009-2010, 2010-2011, 2011-2012, 2012-2013 and 2013-2014; and

WHEREAS, a Consent Judgment of the Supreme Court of the State of New York, County of Westchester, was entered on April 26, 2013;

WHEREAS, the Consent Judgment was received after the finalization of the approval of the Village budget for Fiscal Year 2013-2014;

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees does hereby authorize the refund of the tax bills for Fiscal Years 2009-2010, 2010-2011,

2011-2012 and 2012-2013 based upon the reduced assessment values in the following amounts based upon assessment values reduced in accordance with the Consent Judgment to be refunded in Fiscal Year 2012-2013:

FY 2009-2010	\$4,415.58
FY 2010-2011	\$4,452.75
FY 2011-2012	\$4,539.00
<u>FY 2012-2013</u>	<u>\$4,606.32</u>
Total Refund	\$18,031.65

BE IT FURTHER RESOLVED, that the assessment for the Fiscal Year 2013-2014 shall be adjusted in accordance with the Consent Judgment.

BE IT FURTHER RESOLVED, that the Board of Trustees does hereby authorize the abatement of the tax bill for Fiscal Year 2013-2014 in the amount of \$7,190.08 and the issuance of a new tax bill based upon the reduced assessment value in the Consent Judgment.

<u>FY 2013-2014</u>	<u>\$7,190.08</u>
Total Abatement	\$7,190.08

449 North State Road								
Year	Address	Original Assessed Value	New Assessed Value	Assessment Reduction	Original Tax Amount	Reduced Tax Amount	Refund	Abatement
2008	449 North State	\$170,000	\$119,000	\$51,000	\$14,718.60	\$10,303.02	\$4,415.58	
2009	449 North State	\$170,000	\$119,000	\$51,000	\$14,842.5	\$10,389.75	\$4,452.75	
2010	449 North State	\$170,000	\$119,000	\$51,000	\$15,130	\$10,591.00	\$4,539.00	
2011	449 North State	\$170,000	\$119,000	\$51,000	\$15,354.40	\$10,748.08	\$4,606.32	
2012	449 North State	\$170,000	\$93,500	\$76,500	\$15,977.96	\$8,787.88		\$7,190.08
				\$280,500		Total	\$18,013.65	\$7,190.08
				TOTAL AV REDUCTION			TOTAL REVENUE REDUCTION	TOTAL ABATEMENT

Sefar America Inc.

Upon motion by Trustee Wilson, seconded by Deputy Mayor Sullivan, the Board voted unanimously to approve the following resolution as amended:

WHEREAS, Sefar America, Inc, 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 years 2000 through 2002; and

WHEREAS, the tax certiorari filings relate to Village of Briarcliff Manor fiscal years 2001-2002, 2002-2003 and 2003-2004; and

WHEREAS, an Consent Judgment of the Supreme Court of the State of New York, County of Westchester, was entered on April 17, 2013;

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees does hereby authorize the refund of the tax bills for Fiscal Years 2001-2002, 2002-2003 and 2003-2004 based upon the reduced assessment values in the following amounts based upon assessment values reduced in accordance with the Consent Judgment to be refunded in Fiscal Year 2012-2013:

FY 2003-2004	\$6,820.21
FY 2002-2003	\$3,908.41
<u>FY 2001-2002</u>	<u>\$3,190.52</u>

Total Refund \$13,919.14

333 South Highland Avenue

Year	Address	Original Assessed Value	New Assessed Value	Assessment Reduction	Original Tax Amount	Reduced Tax Amount	Refund	Abatement
2002	333 S. Highland	\$542,500	\$442,100	\$100,400	\$36,852.24	\$30,032.03	\$6,820.21	
2001	333 S. Highland	\$542,500	\$481,255	\$61,245	\$34,620.18	\$30,711.77	\$3,908.41	
2000	333 S. Highland	\$542,500	\$489,825	\$52,675	\$32,859.11	\$29,668.70	\$3,190.52	
				\$214,320		Total	\$13,919.14	
				TOTAL AV REDUCTION			TOTAL REVENUE REDUCTION	TOTAL ABATEMENT

Budget Amendments

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

BE IT RESOLVED that the Board of Trustees does hereby authorize the appropriation of fund balance and contingency for FY 2012-2013 as follows:

PBA

From: A0909	General Fund Fund Balance	\$1,170.79
To: A3120.498	MTA	\$1,170.79
From: A0909	General Fund Fund Balance	\$298,736.84
To: A3120.101	Salary	\$298,736.84
From: A0909	General Fund Fund Balance	\$32,924.03
To: A3120.102	Overtime	\$32,924.03
From: A0909	General Fund Fund Balance	\$11,079.77
To: A3120.104	Holiday	\$11,079.77
From: A0909	General Fund Fund Balance	\$742.84
To: A3120.106	Longevity	\$742.84
From: A0909	General Fund Fund Balance	\$2,304.35
To: A3120.107	Vacation Pay	\$2,304.35
From: A0909	General Fund Fund Balance	\$677.72
To: A3120.109	Training	\$677.72
From: A0909	General Fund Fund Balance	\$181.17
To: A3120.112	Off Site	\$181.17
From: A0909	General Fund Fund Balance	\$26,307.40
To: A3120.850	FICA/Medicare	\$26,307.40
TOTAL		\$374,124.91

CSEA

From: A0909	General Fund Fund Balance	\$3,281.94
To: A1640.101	Salary	\$3,281.94
From: A0909	General Fund Fund Balance	\$11,660.19
To: A5110.101	Salary	\$11,660.19
From: A0909	General Fund Fund Balance	\$2,081.31
To: A5182.101	Salary	\$2,081.31
From: A0909	General Fund Fund Balance	\$6,366.03
To: A7110.101	Salary	\$6,366.03

From: A0909	General Fund Fund Balance	\$4,242.87
To: A8090.101	Salary	\$4,242.87
From: A0909	General Fund Fund Balance	\$12,385.80
To: A8160.101	Salary	\$12,385.80
From: A0909	General Fund Fund Balance	\$1,778.67
To: A8510.101	Salary	\$1,778.67
From: A0909	General Fund Fund Balance	\$4,293.93
To: A8989.101	Salary	\$4,293.93
TOTAL General Fund		\$46,090.74
From: F1990.499	Water Fund Contingency	\$1,093.98
To: F1640.101	Salary	\$1,093.98
From: F1990.499	Water Fund Contingency	\$2,081.31
To: F8120.101	Salary	\$2,081.31
From: F1990.499	Water Fund Contingency	\$6,295.02
To: F8340.101	Salary	\$6,295.02
From: F1990.499	Water Fund Contingency	\$1,730.70
To: F8320.101	Salary	\$1,730.70
TOTAL Water Fund		\$11,201.01

Minutes

The minutes were tabled to the next meeting.

Adjournment

Mayor Vescio requested the Village Manager map out the steps needed to take over the assessment duties.

Upon motion by Deputy Mayor Sullivan, seconded by Trustee Wilson, the Board voted unanimously to adjourn the meeting at 8:10pm.

Respectfully Submitted By,

Christine Dennett
Village Clerk