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AGENDA
JUNE 15, 2016
BOARD OF TRUSTEES
VILLAGE OF BRIARCLIFF MANOR, NEW YORK
REGULAR MEETING – 8:00 PM

Board of Trustees Announcements

Village Managers Report

Public Comments

1. Award of Bids
 - a) Tri Village (FWSP) Metering Building Generator Installation
 - b) Bus Transportation
2. Authorize Village Manager to Execute a Contract – Stop DWI
3. Tax Certiorari – 231 S. Highland Realty Corp.
4. Authorize Village Manager to Enter Into the Public Employer Risk Management Association Workers' Compensation Program Agreement
5. Fire Department Memberships
6. Minutes
 - May 4, 2016 – Regular Meeting
 - May 18, 2016 – Regular Meeting

NEXT REGULAR BOARD OF TRUSTEES MEETING – JUNE 15, 2016

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JUNE 15, 2016

**1a. AWARD OF BID –TRI VILLAGE (FWSP) METERING BUILDING
GENERATOR INSTALLATION**

WHEREAS the Village received 8 qualified bids for the Tri Village (FWSP) Metering Building Generator Installation Project VM-1516-12; and

WHEREAS funding for this project will be charged to H8397.201.3vill; and

NOW, THEREFORE, BE IT RESOLVED that the bid for the Tri Village (FWSP) Metering Building Generator Installation Project VM-1516-12 is hereby awarded to the lowest responsible bidder PRM Electric, Inc with their bid proposal of \$110,000; and

BE IT FURTHER RESOLVED that by prior agreement the project is to be split amongst the three Villages with the Village of Briarcliff Manor's share being fixed at 41.8%, the Village of Tarrytown's share being fixed at 33.8% and the Village of Sleepy Hollow's share being fixed at 24.8%; and

BE IT FURTHER RESOLVED that the Villages of Tarrytown and Sleepy Hollow are to reimburse the Village of Briarcliff Manor for their respective portions of said project; and

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with PRM Electric, Inc. for said project fully contingent upon the approvals of both the Village of Tarrytown and the Village of Sleepy Hollow of the lowest responsible bidder.



MEMORANDUM

May 18, 2016

To: Philip E. Zegarelli – Village Manager
From: David J. Turiano, P.E. *DJT*
Re: Tri Village (FWSP) Metering Building Generator Installation
VM-1516-12

*Needs a
Reference to VIT
and VSH being
agreeable to
contractors*

Bids were opened on Wednesday May 11, 2016 at 11:00 a.m. for the above referenced project. Present at the bid opening was David J. Turiano, P.E., and Georgina Gualdino. Eight (8) bids were received as shown in the bid tabulation below.

*Because
we
award
the contract
(??)*

The scope of work includes the installation of 45kW, natural gas, outdoor generator, automatic transfer switch, natural gas utility service, piping and metering; as well as all other appurtenances as shown in the contract documents.

Bidder	Bid Amount
Consolidated Hudson	\$140,193.00
F.A. Burchetta Co., Inc.	\$143,000.00
PRM Electric, Inc.	\$110,000.00
Fanshawe Inc d/b/a Rockland Electric	\$146,000.00
Foremost Electric Corp.	\$148,900.00
Pierotti Industries, Inc.	\$319,658.00
Verde Electric Maintenance Corp.	\$251,200.00
Talt Electric	\$176,000.00

The bids were reviewed by my office. The low bidder is PRM Electric, Inc. with a bid price of \$110,000.00. It is noted that there is a significant cost difference between the low bidder and the next higher grouping of bidders of over 20% or \$30,000. In this regard the Village met with the low bidder and one of his subcontractors on site. The purpose of this meeting was to review the project components and ensure that the low bidder, PRM, understood the project scope and bid accordingly.

The major component parts of the project were reviewed; Generator and transfer switch supply and install, concrete pad with fencing and gas service. In each instance, PRM fully understood the scope and was comfortable with his bid prices. He indicated that both he and his prime subcontractors were sole proprietaries with limited work forces and therefore would perform most of the work themselves thereby reducing the amount of prevailing wage or otherwise union labor costs. The plumbing subcontractor, VFR Plumbing was the plumber of record for the Comfort Station project who performed his work very satisfactorily.

Additionally, please note that the Village of Ossining was contacted as a reference check which provided a favorable recommendation. Also note that PRM has performed numerous projects for the Village and has successfully completed each of them without incident.

Please be advised that per recorded IMA's, the VTT is responsible for 33.8% of the costs, the VSH for 24.8% and the VBM for 41.4% or \$45,540.00. Per these IMA's, the Village is taking the active role to design, bid, award and fund these and other FWSP tap upgrade improvements with the other communities providing reimbursement.

Previously approved capital funding is available in Budget Code H.8397.201.3vill for the full amount of the Villages obligation.

Based on the above, I recommend that the Village award the contract to PRM Electric, Inc. in the amount of \$110,000.00.

Please feel free to contact me if you have any questions with the above.

Attachment

VILLAGE OF BRIARCLIFF MANOR
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1b. AWARD OF BID, BUS TRANSPORTATION

BE IT RESOLVED that the bid for the furnishing of Bus Transportation Services for various Summer Camp programs operated by the Recreation and Parks Department (VM-1617-2) 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.



RECREATION and PARKS DEPARTMENT

Village of Briarcliff Manor

Henry A. Jamin, CPRP, Superintendent

MEMO TO: Philip E. Zegarelli, Village Manager
 FROM: Henry Jamin, Superintendent *HJ*
 DATE: June 1, 2016
 RE: 2016-2017 Transportation Service Contract

Copy to Dant Clifton
 ↓
call me.

Copy to M/BOT

Bids for our department's 2016-2017 transportation services contract were opened on Tuesday, May 31st. Although our bid documents were mailed out to three companies that have shown interest in the past, and we published our usual Public Notice, we received only one submission this year. Analyzing the bid involves determining how the unit cost prices submitted compare to our budget, and how they will translate into true expenditures once we are into the actual provision of the services we require. The transportation services are for our summer day camp programs, and variables such as final camper enrollment (determines the true # of buses needed for each trip) and possible cancellations due to weather make this contract one that cannot be assigned a specific dollar amount at the time of award. We can, however, calculate an anticipated expenditure total and award the contract based upon this analysis. To this end, I have multiplied each unit price by the number of buses we anticipate using for each of the trips included in the bid. This analysis provides us with an estimate that is as accurate as can be determined at this time, and a copy of the bid analysis worksheet is attached for your review and information.

Briarcliff Bus Company was the low bidder with a projected total contract amount of \$35,205. This projection is \$5,246 more than our approved budget of \$29,959 for these services, but on a unit cost basis, the bid is actually \$629 less than our approved budget. The extra \$5,246 projected is due to high enrollment in Camp Adventure that requires us to add an extra school bus to each of their 6 out of camp trips (+\$2,375), and also requires us to contract for an extra shuttle bus for 14 days of camp (+\$3,500). These additional expenses are easily offset by the additional revenue generated by the big turnout of campers; currently at nearly \$40,000 higher than our projected revenue for this this program.

Based upon their low bid and the very positive experiences we have had with them over many years of service, I recommend that the Village Board award this year's contract, VM-1617-2, to Briarcliff Bus Company at the unit prices submitted. The term of the contract shall be from date of award through August 5, 2016.

Please let me know if you have any questions, or if there is anything further I can provide regarding the matter of this contract award. Thank you for your attention and consideration.



Village of Briarcliff Manor Bus Bid Results and Analysis FYE 2017

Bid Item #	Item Description	projected		BRIARCLIFF BUS CO.		24	BUDGET as APPROVED		Totals including Coach Buses	PROJECTION OF ACTUAL EXPENSES		Totals including Coach Buses	
		# of buses	# of days or trips	BUS	Total		BUS	Total		BUS	Total		
A7314.444 TREE CAMP													
A	Shuttle Buses	1	24	250	6000	1	263	6312	7472	1	250	6000	7050
B-1a	Bounce U - Elmsford	2	1	250	500	2	290	580		2	250	500	
B-1b	Cortlandt Lanes - Cortlandt Manor	2	1	275	550	2	290	580		2	275	550	
A7315.444 SUPER CAMP													
A	Shuttle Buses	1	24	250	6000	1	263	6312	9207	1	250	6000	8850
B-2a	Rockin Jump - Mt. Kisco	3	1	275	825	3	290	870		3	275	825	
B-2b	Maritime Center	3	1	400	1200	3	385	1155		3	400	1200	
B-2c	Cortlandt Lanes - Cortlandt Manor	3	1	275	825	3	290	870		3	275	825	
A7316.444 CAMP ADVENTURE													
A	Shuttle Buses	0	14	250	0	0	0	0	6690 Coach Buses 2000 2000 8690	1	250	3500	10625 Coach Buses 2940 2940 16505
B-3a	Rockin Jump - Mt. Kisco	2	1	275	550	2	275	550		3	275	825	
B-3b	Castle Fun Center - Chester	2	1	425	850	2	425	850		3	425	1275	
B-3c	Dave & Busters - West Nyack	2	1	350	700	2	375	750		3	350	1050	
B-3d	Medieval Times	2	1	450	900	2	450	900		3	450	1350	extra coach
B-3f	Splashdown	2	1	400	800	2	395	790		3	400	1200	extra coach
B-3g	Sports Center, Shelton, CT	2	1	475	950	2	425	850		3	475	1425	
A7317.444 CAMP HORIZON													
B-4a	Cortlandt Lanes - Cortlandt Manor	2	1	295	590	2	275	550		14290 Coach Buses 1000 1320 1160 980 1240	2	295	590
B-4b	Shamrock Charter - New Rochelle	2	1	425	850	2	395	790	2		425	850	
B-4c	Club Getaway - Kent, CT	2	1	525	1050	2	525	1050	2		525	1050	
B-4d	Grand Prix - Mt. Kisco	2	1	325	650	2	325	650	2		325	650	
B-4e	Medieval Times - Lyndhurst, NJ	2	1	450	900	2	450	900	2		450	900	
B-4f	Yankee Stadium	2	1	495	990	2	490	980	2		495	990	
B-4g	Discovery Adventure Park	2	1	550	1100	2	510	1020	2		550	1100	
B-4h	Rockin Jump & Cliffs	2	1	425	850	2	525	1050	2		425	850	
B-4i	Sports Center, Shelton, CT	2	1	475	950	2	425	850	2		475	950	
B-4ji	Palisades Mall - West Nyack, NY	2	1	375	750	2	375	750	2		375	750	
B-6	Cancellation Fee	0	0	50	0			0				0	

TOTALS >>> arcliff Bus Bid as per Budget = \$ 29,330
 Amount less than Adopted Budget (School Buses) = \$ (629.00)

\$ 29,959 ** \$ 39,659.00
 Total .444 Budget school & coach buses

\$ 35,205 ** \$ 46,885.00
 Total .444 Projection school & coach buses

 - Unit prices highlighted in green came in less than the budgeted unit price cost

** Note: Budget was approved with 2 buses for each Camp Adventure Trip - Based on enrollment, we now need to use 3 buses per trip. We will also need an additional shuttle bus 3 days per week to handle large Adventure enrollment. These increases are directly tied to the very healthy enrollment in Camp Adventure and will be more than offset by the increased revenues approaching nearly \$40,000 higher than our initial projection.

VILLAGE OF BRIARCLIFF MANOR
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2. AUTHORIZE VILLAGE MANAGER TO EXECUTE AGREEMENT WITH WESTCHESTER COUNTY – STOP DWI

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an agreement with Westchester County for participation in the Stop DWI Amendment for the period from January 1, 2016 through December 31, 2020.

Donald Gorey

From: Livoti-Maiuolo, Rosemarie <rq17@westchestergov.com>
Sent: Tuesday, May 31, 2016 3:00 PM
To: Donald Gorey
Subject: STOP-DWI PATROL PROJECT REIMBURSEMENT CONTRACT
Attachments: IMA STOP DWI Patrol Project 2016-2020-05262016.doc



Robert P. Astorino
County Executive

Department of Public Safety

George N. Longworth
Commissioner/ Sheriff

May 31, 2016

Chief Donald Gorey
Briarcliff Manor Police Department
1111 Pleasantville Road
Briarcliff Manor, NY 10510

Dear Chief Gorey,

**RE: STOP-DWI PATROL PROJECT REIMBURSEMENT CONTRACT
JANUARY 1, 2016 – DECEMBER 31, 2020**

County Executive Robert P. Astorino would like to invite your municipality to participate in the Westchester County STOP-DWI **STOP-DWI Patrol/Datamaster Project**.

Enclosed is a copy of the Intermunicipal Agreement between the Westchester County STOP-DWI Program, Department of Public Safety, and your municipality. **This Agreement is required for your police department to participate in the STOP-DWI Patrol/Datamaster Project and be eligible for reimbursement.**

Please complete the Agreement with all of the required forms and notarizations properly signed and certified. In addition, it will be necessary for you to submit your municipality's **insurance certificate** (or letter stating self-insured and comply with insurance requirements) and a copy of your municipal governing board resolution approving this Agreement.

It is important that this Agreement be completed and returned by your municipality in a timely fashion. Final execution and payment to your municipality will be expedited by returning the correctly completed documents.

Please note that this Agreement is being sent directly to you, Chief, and we are requesting that you forward it to the officer in charge of executing agreements for your municipality. You can contact me if you have any questions.

Thank you for your continued cooperation with the Westchester County STOP-DWI Program and your commitment to keeping the roads of Westchester County safe for all of its citizens.

Sincerely yours,

GEORGE N. LONGWORTH, COMMISSIONER-SHERIFF

By:



Patricia McCarthy Tomassi, Acting Director

Office of Drug Prevention & STOP-DWI

112 East Post Road, 3rd Floor
White Plains, New York 10601 Telephone: (914) 995-4115 Fax: (914) 995-3894

All Drug Prevention & STOP-DWI programs are funded by New York State DWI fines

Rosemarie Livoti
Westchester County Department of Public Safety- STOP-DWI
112 East Post Road, 3rd Floor, White Plains, NY 10601
P: 914-995-4115 F: (914) 995-3894
Email: rql7@westchestergov.com

Total Control Panel

[Login](#)

To: dgorey@briarcliffmanor.org
From: rql7@westchestergov.com

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THIS AGREEMENT made this _____ day of _____, 20_____ by and between:

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

And

**Village of Briarcliff Manor
1111 Pleasantville Road
Briarcliff Manor, NY 10510**

_____ a municipal corporation of the State of New York having an office and place of business at _____, New York _____ acting by and through the _____ Police Department, (hereinafter referred to as the "Municipality").

1. In consideration of an amount not to exceed EIGHT THOUSAND FOUR HUNDRED (\$8,400.00) DOLLARS per year to be paid in the manner and at the rates set forth in Schedule "A," which is attached to and forms a part of this Agreement, the Municipality shall participate in the Westchester County STOP-DWI Patrol/Datamaster Project as described in Schedule "A" (hereinafter the "Work").

2. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from New York State to operate the Westchester County STOP-DWI Patrol/Datamaster Project.

If, for any reason, the full amount of said funds is not paid over or made available to the County by New York State, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Municipality. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the

general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

3. All records or recorded data of any kind compiled by the Municipality in completing the Work described in this Agreement, including but not limited to written reports, studies, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Stop-DWI Director or his designee ("Director"). The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

4. The Work to be performed pursuant to the terms of this Agreement shall commence January 1, 2016 and continue through December 31, 2020.

The Municipality shall issue progress reports to the County as the Director may direct and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

5. The Municipality agrees and shall be subject to the insurance requirements contained in Schedule "B," which schedule is attached to and forms a part of this Agreement. In addition to and not in limitation of the insurance provisions contained in Schedule "B," the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligent or intentional acts, errors and omissions or willful misconduct of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising out of the negligent or intentional acts, errors and omissions or willful misconduct of the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action arising out of the negligent or intentional acts, errors and omissions or willful

misconduct of the Municipality or third parties under the direction and control of the Municipality and to bear all other costs and expenses related thereto.

6. The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Municipality as an employer of labor or otherwise.

7. Requests for payment to be made shall be submitted by the Municipality on properly executed payment vouchers of the County in accordance with Schedule "A" and paid only after approval by the Director. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall payment be made to the Municipality prior to completion of all Work and the approval of same by the Director.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth in Section 1 above.

All payments made by the County to the Municipality will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Municipalities doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form and related information are annexed hereto as Schedule "C." The completed Authorization Form must be returned by the Municipality to the Westchester County Department of Finance ("Finance Department") prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department.

8. (a) The County, upon ten (10) days notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "A." Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director, and the Municipality shall direct any approved subconsultants to do the same.

In the event of a dispute as to the value of the Work rendered by the Municipality prior to the date of termination, it is understood and agreed that the Director shall determine the value of such Work rendered by the Municipality. The Municipality shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its

completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

9. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Commissioner - Sheriff of Public Safety
1 Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to:

Director, Drug Abuse Prevention & STOP-DWI
112 E. Post Road, 3rd Floor
White Plains, New York 10601

with a copy to:

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

To the Municipality:

10. This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

11. In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

12. Nothing contained herein shall be construed to make either party the agent, employee or co-venturer of the other and the parties hereto expressly disclaim the existence of any such relationship between them.

13. The failure of the County to insist upon strict performance of any term, condition or covenant herein, shall not be considered a waiver of such breach or default or any subsequent breach or default of the terms, conditions and covenants herein. The remedies contained herein are cumulative and shall not limit or restrict any other remedy at law or in equity to which the County may be entitled.

14. Except as provided herein, the Municipality shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior express written approval of the County. Any purported delegation of duties, assignment of rights under this Agreement without the prior express written consent of the County is void. No assignment, subcontracting, subletting or other such disposition of this Agreement, either with or without such consent of the County, shall serve to relieve the Municipality of its obligations under this Agreement.

15. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.

16. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the County of Westchester and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

BY: _____
GEORGE N. LONGWORTH
Commissioner – Sheriff of Public Safety

MUNICIPALITY

BY: _____
Name & Title

Approved by the Westchester County Board of Legislators on the 30th day of March, 2016 by Act No. 39-2016.

Approved by the Westchester County Board of Acquisition and Contract on the 26th day of May, 2016.

Approved as to form and manner of execution

Assistant County Attorney
County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 201 _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Corporation)

a corporation duly organized and in good standing under the _____ (Law
under which organized, e.g., the New York Business Corporation Law) named in the foregoing
agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution

(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by
authority of its Board of Directors, thereunto duly authorized and that such authority is in full force
and effect at the date hereof.

(Signature)

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

On the _____ day of _____ in the year 201____ before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose and say
that he/she resides at _____, and he/she is
an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of
said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public
Date

SCHEDULE A

STOP-DWI PATROL PROJECT

The STOP-DWI Patrol Project is an overtime, added, patrol effort to enforce the New York State Vehicle and Traffic Laws against intoxicated and impaired driving (DWI/DWAI) in Westchester County. Each participating municipality, through its police department, must submit the required documentation to claim reimbursement from the STOP-DWI Program. This is described below.

The Patrol Project requires that the STOP-DWI Patrol activity and assignment be in addition to the participating police department's normal and /or routine patrol activity and assignment. It cannot be used to replace any regular, normal or routine patrol. The additional patrol must be conducted during the critical DWI/DWAI hours of evening and nighttime as approved by the STOP-DWI Director. The STOP-DWI Patrol Project vehicle must bear the special logo and markings to increase public awareness of the enforcement effort. A police chief project director is appointed to work with the STOP-DWI Program in the operation of the patrol project. **ALL PATROLS AND SOBRIETY CHECKPOINTS MUST BE SCHEDULED AND APPROVED PRIOR TO CONDUCTING SAID OPERATION. THE MUNICIPALITIES' DWI PROJECT COORDINATOR MUST CALL THE COUNTY'S STOP-DWI OFFICE AND GET AN APPROVED CONTROL NUMBER. ONLY OPERATIONS WITH AN APPROVED CONTROL NUMBER WILL BE PROCESSED FOR PAYMENT.**

THE MAXIMUM AMOUNT PAYABLE UNDER THIS AGREEMENT IS \$8,400.00 PER YEAR.

Sobriety Checkpoints may be conducted with the reimbursable funds and one or more quarters may be combined to fund this particular effort. Coordination with the STOP-DWI Program Director is required before the checkpoint is conducted.

Patrol Project Reimbursement Documentation Packet - The following four items are required for reimbursement under this program and **MUST** be forwarded to the STOP-DWI Office within two weeks of the end of each quarter for payment to be approved. Each Municipality is required to maintain copies of all submitted documents and have them available for examination for a minimum of two calendar years in addition to the current calendar year. This is to facilitate future audits.

- A. **OFFICER Tracking Report:** This is to be completed and signed by the Police Officer assigned to a specific STOP-DWI Patrol. The form must also be signed by the Supervisor in charge for a specific STOP-DWI Patrol. All of the entries must be completed, including the date, times, number of hours, number of stops, tickets issued, arrests made before submission.
- B. **PATROL Tracking Report Summary:** This is to be completed and signed by the Supervisor in charge for a specific STOP-DWI Patrol. The report summarizes the work of each officer assigned to particular STOP DWI patrol duty for a given date. The information should be a compilation of the individual Officer Tracking Report. Note – Please use this report ONLY if there is more than one officers assigned to the patrol.
- C. **Payment Voucher:** A copy of the overtime report form used by the Municipality to pay each assigned officer must be included. Copy **MUST** show the assigned officer's name, title, number of hours, and assignment to solely to STOP-DWI Patrol. **AN AUTHORIZED INDIVIDUAL MUST SIGN THE SUBMITTED COPY AS**

CERTIFICATION THAT IT IS A TRUE AND ACCURATE COPY OF THE ORIGINAL AND THAT THE STOP-DWI PATROL ASSIGNMENTS WERE IN ADDITION TO ROUTINE PATROLS. The originals are to be kept by the submitting agency.

Vouchers MUST include your municipality's assigned "Vendor number." and "Account number." They must show that they are for the STOP-DWI Patrol Program and include the quarter and dates, officer's name, number of hours worked, officer's actual hourly rate and total payment for officer. The rate of reimbursement for officers assigned to STOP-DWI is the officer's actual hourly rate up to a maximum of \$75.00 per hour.

- D. **Quarterly Summary Report:** For reimbursement, each submission must have a Summary Report included. This Report, which indicates the activity of the Municipality for the quarter, will cover a specific period and should be submitted at the **END OF THE QUARTER**. This is a Summary of the **Patrol Tracking Report Summary** that is filled out for each STOP DWI Enforcement Patrol

Copies of the **OFFICER'S Patrol Tracking Report**, the **PATROL Tracking Report Summary**, as well as the **Payment Voucher** are to be attached to the completed **Quarterly Summary Report**. This complete reimbursement documentation packet is to be forwarded to:

**Director, STOP-DWI
112 E. Post Road
3rd Floor
White Plains, New York 10601**

ANY REIMBURSEMENT DOCUMENTATION PACKET FILED MORE THAN 30 DAYS AFTER THE CLOSE OF A QUARTER WILL NOT BE PAID UNLESS SPECIAL ARRANGEMENTS HAVE BEEN MADE WITH THE STOP-DWI PROGRAM DIRECTOR IN ADVANCE.

SCHEDULE B
STANDARD INSURANCE PROVISIONS
(MUNICIPALITY)

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

SCHEDULE "C"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.



Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is:
(check one)

New

Change

INSTRUCTIONS: Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

Mail to: Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601
Attention: Vendor Direct

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

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3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature

Print Name/Title

Date

Section II- Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

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10. Account Type:
(check one)

Checking

Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required **ONLY** if directing funds into a Savings Account **OR** if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature

Print Name / Title

Date

(Leave Blank - to be completed by
Westchester County) - Vendor number assigned

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**Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form**

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.**

VILLAGE OF BRIARCLIFF MANOR
 BOARD OF TRUSTEES AGENDA
 JUNE 15, 2016

3. TAX CERTIORARI – 231 S. HIGHLAND REALTY CORP.

WHEREAS, 231 S. Highland Corp. instituted tax certiorari proceedings pursuant to Article 7 of the Real Property Tax Law of the State of New York; and

WHEREAS, the tax certiorari filings were for Town of Ossining assessment year 2015; and

WHEREAS, the tax certiorari filings relate to Village of Briarcliff Manor fiscal year 2015-2016; and

WHEREAS, a Consent Order of the Supreme Court of the State of New York, County of Westchester, was entered on April 11, 2016;

WHEREAS, the Consent Order was received after the finalization of the approval of the Village budget for Fiscal Year 2015-2016;

WHEREAS, the Consent Order reduced the tax assessment for the subject property for the Fiscal Year 2015-2016 assessment roll; and

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees does hereby authorize the refund of the tax bill for Fiscal Year 2015-2016 in the amount of \$961.25 based upon the reduced assessment value in the Consent Order.

Year	Address	Assessed Value	New Assessed Value	Assessment Reduction	Original Tax Amount	Reduced Tax Amount	Refund
2015	231 S. Highland Ave.	\$52,000	\$42,375	\$9,625	\$5,193.24	\$4,231.99	\$961.25
				TOTAL AV REDUCTION			TOTAL REVENUE REDUCTION

Cert Fund @ \$100,000.00

Year	Owner on Bill	Bill #	Address	Parcel	Assessed Value	Current Tax Bill	Reduction Tax Bill	New Assessed	Reduction Amount	New Tax Amount	Change In Tax	Refund Prior Yrs	Refund Current Yr	Abate 2nd
2015	231 S Highland		231 S Highland Realty	97.15-4-8	\$ 52,000.00	\$ 5,193.24	\$ 961.25	\$ 42,375.00	\$ 9,625.00	\$ 4,231.99	\$ 961.25		\$ 961.25	
											\$ -			

A1964.423 Budget
 Prior Refunds
 Balance \$ 100,000.00

A0102.1001 Real Prop Tax Rev. \$ 961.25
 A1964.423 Refund of Real Prop. \$ -

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER**

-----X
In the Matter of the Application of

231 S. HIGHLAND REALTY CORP.,

Petitioner,

- against -

**THE ASSESSOR OF THE TOWN OF OSSINING,
BOARD OF ASSESSMENT REVIEW OF THE
TOWN OF OSSINING AND THE TOWN OF
OSSINING,**

Respondents,

**For a Review of Tax Assessments under
Article 7 of the Real Property Tax Law.**

**NOTICE OF ENTRY
APPLICATION FOR
REFUND**

**97.15/ 4/ 8
Schuman Court**

-----X
SIRS:

PLEASE TAKE NOTICE that the within is a true copy of Judgment in the above-entitled matter dated April 4, 2016, and filed in the Office of the County Clerk of Westchester County on April 11, 2016,

PLEASE TAKE FURTHER NOTICE that the undersigned hereby demands that the refunds directed to be audited, allowed and paid to the petitioner in the above-entitled proceeding be allowed and paid according to the terms of said Order, and

PLEASE TAKE FURTHER NOTICE that this demand is made pursuant to §726 of the Real Property Tax Law of the State of New York.

Dated: Bronxville, New York
May 17, 2016

GRIFFIN, COOGAN, SULZER & HORGAN, P.C.
Attorneys for Petitioner
51 Pondfield Road
Bronxville, New York 10708
(914) 961-1300

**TO: TOWN OF OSSINING
OSSINING UNION FREE SCHOOL DISTRICT
VILLAGE OF BRIARCLIFF MANOR
COUNTY OF WESTCHESTER**

At an IAS Term of the Supreme Court of the State of New York held in and for the County of Westchester, at the Courthouse located in White Plains, New York.

TOWN OF OSSINING

NOV 13 2015

ASSESSOR

PRESENT:

HON. BRUCE E. TOLBERT,

Justice.

-----X
In the Matter of the Application of
231 S. HIGHLAND REALTY CORP.,

CONSENT
JUDGMENT

Petitioner,

Index Nos.

-against-

67345/15 ✓

THE ASSESSOR OF THE TOWN OF OSSINING,
THE BOARD OF REVIEW OF THE TOWN OF
OSSINING and THE TOWN OF OSSINING,

Respondents,

For Review Under Article 7 of the RPTL.
-----X

The above Petitioner having heretofore served and filed the Petition and Notice to review the tax assessments fixed by the Town of Ossining for the 2015 assessment year, and upon certain real property located at Schuman Court, Town of Ossining, and designated as Section 97.15, Block 4, Lot 8, on the Official Assessment Map of the Town of Ossining, and

The issues of these proceedings having duly come on for trial at an IAS

Term of this Court, and the petitioner having appeared by **WILLIAM E. SULZER, ESQ.**, of Griffin, Coogan, Sulzer & Horgan, P.C., and the respondents having appeared by **WAYNE SPECTOR, ESQ.**, Town Attorney, and the parties having made their settlement, it is

ORDERED, ADJUDGED AND DECREED, that the assessments on the subject property be and the same are hereby reduced, corrected and fixed for the assessment years as follows:

<u>Assess. Year</u>	<u>Assessed Valuation</u>		<u>Amount of Reduction</u>
	<u>Reduced From</u>	<u>Reduced To</u>	
2015	52,000	42,375	9,625

and so reduced and confirmed, it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite of said entries, that the same have been corrected by the authority of this order, and it is further

ORDERED, ADJUDGED AND DECREED, that there shall be audited, allowed and paid to the petitioner by the **TOWN OF OSSINING** the amount of all Town, Ambulance, and any other ad valorem taxes, together with the proportionate share of any

interest, penalty, or collection fee paid by reason of delinquent payment of any excess taxes, paid by the petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED AND DECREED, that there shall be audited, allowed and paid to the petitioner by the **OSSINING UNION FREE SCHOOL DISTRICT** the amount of all School and/or library taxes, paid by the petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED AND DECREED, that there shall be audited, allowed and paid to the petition by the **VILLAGE OF BRIARCLIFF MANOR** the amount of all Village taxes paid by the petitioner as taxes against the said erroneous assessment in excess of what the taxes would have been if the said assessment made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED AND DECREED, that the County Legislators of the **COUNTY OF WESTCHESTER**, State of New York, be and are hereby directed and authorized to audit, allow and pay to the petitioner the amount, if any, of State, County, Judiciary and Sewer District taxes, paid by the petitioner as taxes against the erroneous assessments in excess of what the taxes would have been if the said assessments had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED AND DECREED, that the Commissioner of Finance of Westchester County be served with a copy of this judgment, together with proof of payment of State, County, Judiciary, Sewer and any other Westchester County special district taxes, and it is further

ORDERED, ADJUDGED AND DECREED, that all tax refunds are to be paid with interest pursuant to §726 of the Real Property Tax Law of the State of New York; provided, however, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of this Order, time of the essence, with notice of entry upon the respective taxing authorities, and it is further

ORDERED, ADJUDGED AND DECREED, that all tax refunds hereinabove directed to be made by respondent, the **TOWN OF OSSINING** and/or any of the various

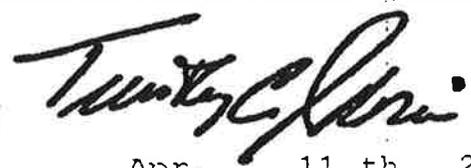
taxing authorities, be made by check or draft payable to the order of **GRIFFIN, COOGAN, SULZER & HORGAN, P.C.**, as attorneys for the petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law §475 and it is further

ORDERED, ADJUDGED AND DECREED, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

Dated: 4th
April 11, 2016
White Plains, NY

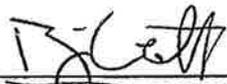
ENTER,

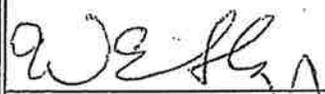

HON. BRUCE E. TOLBERT, J.S.C.



SIGNING AND ENTRY OF THE WITHIN
ORDER IS HEREBY CONSENTED TO:

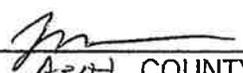
Apr. 11 th 2016


~~WAYNE SPECTOR, ESQ.~~ Benjamin Leavitt, Esq.
Attorney for Respondents
16 Croton Avenue
Ossining, New York 10562
(914) 762-6004


WILLIAM E. SULZER, ESQ.
Griffin, Coogan, Sulzer & Horgan, P.C.
Attorneys for Petitioner
51 Pondfield Road
Bronxville, New York 10708
(914) 961-1300

THE OFFICE OF THE WESTCHESTER
COUNTY ATTORNEY HAS NO OBJECTION
TO THE ENTERING OF THE WITHIN
ORDER.

DATED: March 11, 2016


COUNTY ATTORNEY
THE COUNTY OF WESTCHESTER

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JUNE 15, 2016

4. AUTHORIZE VILLAGE MANAGER TO ENTER INTO THE PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION WORKERS' COMPENSATION PROGRAM AGREEMENT

RESOLUTION TO JOIN MUNICIPAL GROUP SELF-INSURANCE PROGRAM

WHEREAS, the Authorized Representative of the Village of Briarcliff Manor desires to secure the Village of Briarcliff Manor's obligation to provide volunteer firefighters' benefit law, volunteer ambulance workers' benefit law and workers' compensation benefits, as applicable, through participation in a group self-insurance program of which the Village of Briarcliff Manor will be a member,

The Authorized Representative of the Village of Briarcliff Manor, duly convened in regular session, does hereby resolve, pursuant to, and in accordance with the provisions of Section 50 of the New York State Workers Compensation Law and other applicable provisions of law and regulations thereunder, as follows:

Section 1. The Authorized Representative (hereinafter "Representative") of the Village of Briarcliff Manor does hereby resolve to secure the Village of Briarcliff Manor's obligation to provide volunteer firefighters' benefit law, volunteer ambulance workers' benefit law and workers' compensation benefits, as applicable, through participation in a group self-insurance plan of which the Village of Briarcliff Manor will be a member;

Section 2. The Representative of the Village of Briarcliff Manor does hereby resolve to become a member of Public Employer Risk Management Association, Inc., a workers' compensation group self-insurance program for local governments and other public employers and instrumentalities of the State of New York;

Section 3. In order to effect the Village of Briarcliff Manor's membership in said group self-insurance program, the authorized officer of the Village of Briarcliff Manor is hereby authorized to execute and enter into the Public Employer Risk Management Association Workers' Compensation Program Agreement, annexed hereto as Exhibit A, on behalf of the Village of Briarcliff Manor.

Section 4. This Resolution shall take effect immediately.

**PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION
WORKERS' COMPENSATION AND EMPLOYERS LIABILITY PROGRAM
AGREEMENT**

THIS AGREEMENT is entered into by and between the Public Employer Risk Management Association, Inc., hereinafter referred to as "PERMA" and the

_____ hereinafter referred to as the "member", for the purpose of providing a risk management workers' compensation service program and statutory workers' compensation benefits for its employees.

The member desires to satisfy its statutory obligation to provide workers' compensation benefits through participation in PERMA, a workers' compensation group self-insurance program and risk management workers' compensation service program for local governments and other public employers and instrumentalities of the State of New York. PERMA is managed by Northeast Association Management, Inc. (NEAMI), a separate entity, which provides administrative, marketing and management services for PERMA, and manages all of its claims, pursuant to a contract with PERMA and subject to the direction of PERMA's Board of Directors. A copy of the contract between PERMA and NEAMI, including any attachments and revisions, will be provided to the member upon request.

The member and agrees to the following terms and conditions of membership:

1. **Term and Renewal.** The initial term of this Agreement will commence on _____ and will end on _____ at 12:01 a.m. The Agreement will renew automatically for successive one year terms thereafter commencing on ___ of each year (the "Renewal Date"), unless (i) PERMA receives written notice from the member, at least thirty (30) days prior to the Renewal Date, that it will not renew the Agreement, or (ii) PERMA receives written notice from the member, at least thirty (30) days prior to the Renewal Date, that it reserves its right not to

renew and PERMA receives written notice from the member, prior to the Renewal Date, that it will not renew the Agreement, or (iii) PERMA gives the member written notice at least sixty (60) days prior to the Renewal Date that it will not renew the Agreement. An untimely notice that the member will not renew will be deemed, to the extent otherwise valid, to be a notice of termination under paragraph 13.

2. **Coverage During the term of this Agreement.** PERMA agrees to provide the member with workers' compensation coverage as described in PERMA's certificate of coverage and coverage document as long as the member complies with the terms of this Agreement and the coverage document.

3. **Statement of Policy.** As a condition of membership, the member subscribes to the following statement of policy:

(a) Purpose - The policy of the member with respect to its exposure to workers' compensation loss shall be to minimize the financial impact upon it resulting from employee accidents covered by the New York Workers' Compensation Law. This will be accomplished by means of: (i) loss prevention and safety programs to minimize or eliminate risk of employee injury; (ii) PERMA's purchase of specific stop loss insurance; and (iii) PERMA's use of investment income from reserves and operating funds for the benefit of PERMA members.

(b) Loss Prevention - The policy of the member will be to emphasize the reduction, modification, or elimination of conditions and practices which may cause loss. Safety to personnel and the public shall have the highest priority. The member shall be responsible to see that its operations conform to applicable safety standards. "Safety activities shall be the responsibility of each supervisor and all loss prevention activities, including safety, shall be

coordinated by a safety officer who shall be designated by and responsible to the Chief Executive Officer of the member.”

(c) Reporting of Injuries - All injuries will be reported through appropriate channels to PERMA by a representative of the member so designated to PERMA.

4. **Payroll Classification.** (a) PERMA has the right to audit payroll records. The member will provide PERMA on or before the ____ day of _____ in each year with an annual estimated payroll by job classification. If the annual estimate is not provided, PERMA will estimate the figures based upon a review of the expiring contract payrolls and the last payroll audit. It is understood that this is an estimate that will be adjustable at the end of each contract year to reflect the actual payroll of the member. The member agrees to pay any additional contributions that are required as a result of this annual adjustment within thirty (30) days of notice or invoice. Where appropriate, the member’s contribution will be adjusted by refund to the member within thirty (30) days of notice or invoice. This condition will not affect the contribution of any member participating in an alternative contribution plan or where otherwise agreed to by the member and PERMA.

(b) **Volunteer Exposures.** NYCIRB rating rules utilize population served to calculate coverage cost for Volunteer Firefighter exposure, number of ambulances for Volunteer Ambulance Coverage, and number and duties of other volunteers for voluntary coverage. PERMA reserves the right to audit these exposures at its discretion.

5. **Contributions** . The member agrees to pay a deposit contribution which is computed by the PERMA Underwriting Department utilizing the New York Compensation Insurance Rating Board Rating Manual and guidelines approved by the PERMA Board of Directors. The member will pay the deposit contribution on the date of commencement, unless a payment plan

is approved by PERMA. The member understands that its contribution may be adjusted as a result of increased benefit levels mandated by amendments to the New York Workers' Compensation Law or by mandated increases in Workers' Compensation Board assessments. The member agrees to execute necessary authorization forms permitting PERMA and its designee to obtain information and data required in determining the experience rating modification of the member. For qualified members who elect an alternative contribution program, the required contribution will be modified to meet the terms and conditions of the specific program as enumerated in a separate contract with the member.

6. **Entry Fee.** Upon receipt of an invoice, the member will pay PERMA an initial entry fee of 3% of the member's deposit contribution, in the case of first dollar coverage, or first dollar coverage equivalent contribution, if the member participates in an alternative contribution program. The member may participate in any other service program which may be developed by PERMA without payment of any other entry fee. If a member terminates its membership and returns to membership within a year, a new entry fee will not be required. But if the member returns more than one year after terminating its membership, PERMA will require a new entry fee, unless the PERMA Board of Directors directs otherwise. The entry fee is not reduced for members electing to join PERMA under an alternative contribution program. If, however, the member joins only to receive third party administration services from NEAMI, the member's initial entry fee will be 5% of the annual fee for NEAMI's third party administration services. In the event that the member enrolls within one year thereafter in a PERMA coverage program, the member will receive a credit in the amount of the initial entry fee against the entry fee that is otherwise required of the member.

7. **PERMA Advance Discount.** The Board of Directors will annually determine the amount of discount to be offered by PERMA.

8. **Excess Insurance.** PERMA will place and maintain excess insurance coverage with a qualified underwriter for specific loss limits stop loss insurance.

9. **Limit of Liability.** The member is not liable to PERMA, to other members of PERMA, to any claimant against PERMA, or to any claimant against another member of PERMA, except for payment of (i) the entry fee and contributions required by this Agreement; and (ii) any fees or other amounts due as may be provided in a separate contract between the member and PERMA. PERMA, not the member, is liable to pay workers' compensation claims that are covered by the plan. The member agrees that the only assets from which a judgment against PERMA may be satisfied are the assets and property of PERMA. No member, officer or director of PERMA will be personally liable for any claim against PERMA.

If, in the determination of the Chair of the Workers' Compensation Board, or his or her designee, and based upon the available evidence, PERMA becomes insolvent, the member will be responsible for any outstanding compensation and medical benefits due, and penalties or assessments imposed, with respect to any of its employees' or beneficiaries' workers' compensation claims until those claims are closed and the obligations are satisfied, but the member will not be responsible for any additional contribution in order to pay the claims of any other member of PERMA, past, present or future. For purposes of this provision, "insolvent" means that the sum of PERMA's cash, deposits in a bank or trust company insured under the provisions of the Federal Deposit Insurance Act and investments permitted pursuant to section 12 NYCRR § 317.8(c) is less than the total cost of all of its anticipated workers' compensation

liabilities, as defined by section 12 NYCRR § 317.2(o), that will accrue within the succeeding six months.

10. **Safety Program.** PERMA or its designee will provide safety services to the member, designed to assist it in following a plan of loss control intended to reduce losses. The member agrees that it will cooperate in instituting any and all reasonable safety regulations that may be recommended by PERMA or its designee for the purposes of eliminating or minimizing hazards that would contribute to injuries.

11. **Claims.** PERMA, through its designated third-party administrator, will administer, service, settle, and pay any and all workers' compensation claims, as are defined in a certificate of coverage issued to the member, after the member provides notice of the injury in sufficient detail to prepare all required forms. PERMA will provide a defense if required, will contact injured employees as appropriate and will appear at necessary compensation hearings. PERMA will retain and supervise legal counsel at its expense, as may be necessary for the defense of any claim. The member will cooperate fully by supplying any information needed or helpful to defend such action. PERMA agrees to provide the member with a statement of claim, claims status and activities report within 10 days of the member's request for such information.

12. **By-laws, Rules and Regulations of PERMA.** The member agrees to abide by and is bound by the rules, regulations and bylaws which are adopted by the Board of Directors or members of PERMA. The member further agrees to abide by the terms and conditions of the coverage document which will be provided to the member annually upon renewal.

13. **Termination of Coverage and Membership.** This Agreement, including the member's workers' compensation coverage and membership in the program, may be terminated (a) by PERMA either (i) on ten (10) days' written notice for the member's failure or refusal to

make any required payment, unless the member makes the required payment within ten (10) days of notice; or (ii) on sixty (60) days' written notice for other cause, including but not limited to the member's failure to comply with the terms of this Agreement (other than the terms requiring the member to make payments), or the terms of the member's workers' compensation and/or employer's liability coverage agreement with PERMA, or the rules, regulations or by-laws of PERMA; or (b) by the member, thirty (30) days after PERMA's receipt of written notice of cancellation. If the Agreement is terminated by PERMA for non-payment or is cancelled by the member, the member will be required to pay a short rate penalty upon termination. The short rate penalty will be computed using the New York Compensation Insurance Rating Board Short Rate Cancellation Table, including the procedure accompanying that table, unless amended by an alternative contribution contract. The final contribution will not be less than the minimum contribution set forth in the member's Workers' Compensation/Employer's Liability Agreement. Upon any termination of this Agreement other than a termination on the Renewal date, the terminating member will be required to pay the contributions earned, on a pro rata basis, through the date on which the termination is effective. The member's final contribution will not be less than the pro rata share of the minimum contribution under this Agreement.

14. Notice to the Parties. Notice by either party, as the case may be, shall be given by certified mail to PERMA at its address, 9 Cornell Road, Latham, New York 12212, and to the member at its address, _____, New York _____.

15. Reporting and Retention Obligations. Notwithstanding any other provision of this Agreement, the member does not by this Agreement transfer to PERMA and PERMA does not assume any reporting or records retention obligations imposed upon the member by the New York State Workers' Compensation Law.

MEMBER

By: _____

Title: _____

ATTEST:

PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION

By: _____

Stephen Altieri
Chairman, PERMA Board of Directors

By: _____

Brent A. Wilkes
Executive Director, PERMA

BY-LAWS

of the

PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION, INC.

Proposed to be Amended as of October 2013

ARTICLE I. NAME

The name of this corporation is the Public Employer Risk Management Association, Inc. It will be referred to in these by-laws and elsewhere as PERMA.

ARTICLE II. DEFINITIONS

The following terms have the following meanings for the purposes of these by-laws:

1. "Board of Directors" or "Board" means the PERMA Board of Directors.
2. "Fiscal Year" means the period commencing on the first day of June of each year and terminating on the thirty-first day of May of the succeeding year.
3. "Material legal document" means any contract (other than a contract of insurance issued by PERMA), check, draft, note or order for the payment of money, the value of which is in excess of \$100,000, or such other amount as the Board of Directors may determine. Where a transaction has a value in excess of the designated amount, but involves the issuance of multiple checks, notes or orders, the value of each of which is less than the designated amount, only the governing transactional document shall be deemed to be a "material legal document."
4. "Member" means an entity which has agreed to become a member, which PERMA has accepted as a member and which has executed a membership agreement.
5. "Member in good standing" means a member which is not in default of the terms of its membership agreement.
6. "Permanent Representative" means the person designated by the member to receive all notices from PERMA and to represent the member in its dealings with PERMA. The permanent representative must be an employee or a former employee of the member.
7. "Public Employer" means a public corporation as defined in §201(6)(a) of the Civil Service Law.
8. "Risk Management Property and Liability Service Program" means the plan of operation and activities of PERMA to reduce or transfer property and liability risks, including safety engineering and other loss prevention and control techniques.
9. "Workers' Compensation" means the duties, rights, and benefits provided by the Workers' Compensation Law of the State of New York, as it may be amended from time to time.

ARTICLE III. PURPOSES

PERMA has been organized for the following purposes:

1. To contract with municipalities and other public corporations, associations and agencies to provide risk management services and insurance consultant services;
2. To contract with insurance companies, insurance agents and risk management consultants for the providing of insurance and insurance-related services, including risk management services;
3. To collect funds from municipalities and other public corporations and agencies and to manage such funds as shall be necessary to carry out any contracts and to pay for any contractual services; and
4. To conduct training schools with and for public employers and employees relating to workers' compensation coverage and risk management programs, but not to operate or maintain an institution of higher learning or grant degrees.

ARTICLE IV. POWERS

The corporation, in furtherance of its corporate purposes, shall have all the powers enumerated in §202 of the Not-for-Profit Corporation Law, subject to any limitations provided in the Not-for-Profit Corporation Law or any other statute of the State of New York.

ARTICLE V. MEMBERSHIP

1. Qualifications for Membership.

(a) **Members.** Any public employer may become a member upon execution of a membership agreement.

(b) **Resignation.** Any member may withdraw from membership in PERMA on the member's renewal date by delivering written notice of withdrawal to PERMA by certified mail not less than 30 days prior to the renewal date.

(c) **Termination.** The Chairman may authorize the termination of a member's membership if the member fails to pay a contribution required by its membership agreement after having been given ten days' written notice of the delinquency or such other notice as required by the member's program agreement, whichever is greater. The Board of Directors, by a two-thirds vote, may authorize the termination of a member's membership for reasons other than nonpayment of contributions. Before the Board of Directors may do so, however, the Secretary must give at least 14 days' notice to the member of the time when and the place where the Board of Directors will consider the termination of membership, along with a statement of the reason for the termination. The member must be given an opportunity to correct its conduct or to present a defense at the time and place stated in the notice.

(d) **Certain Obligations to Survive Resignation or Termination.** The withdrawal or termination of a member's membership does not relieve the member of its obligation to make payments for payroll audits pertaining to periods prior to termination.

2. **Membership Roll.** The membership roll of the corporation will set forth the names, alphabetically arranged, of all members of the corporation, showing the date on which membership commenced, identifying the permanent representative of the member and the manner and address for notices and stating whether the member is in good standing. The membership roll will be produced at any meeting of members upon the request of the permanent representative of any member who has given written notice to the corporation, at least ten days prior to the meeting, that the request will be made.

3. **Membership Meetings.**

(a) **Annual Meetings.** The annual membership meeting of the corporation will be held in May of each year on a date to be determined by the Board of Directors. The Secretary will cause a notice of the time and place of the annual meeting to be given to each member not less than 30 days in advance of the meeting. The annual meeting will be in a location in New York State as determined by the Board.

(b) **Special Meetings.** Special Meetings of the members of the corporation may be called by the Chairman at any time and will be called by the Secretary on the written request of ten members. The Secretary will cause a notice of each special meeting to be given to the members at least ten, but not more than 50, days before the scheduled date of the meeting. The notice will state the date, time, place and purpose of the meeting and by whom called. No business other than that which is specified in the notice may be transacted at a special meeting.

(c) **Record Date.** Each member in good standing on the first day of January, which will be the record date, will be entitled to participate in the annual meeting held in that year. The Board of Directors will establish the record date for any special meeting, but in no event will the record date for any meeting be more than 90 days, nor less than 20 days, before the scheduled date of the meeting.

(d) **Voting.** Each member will be represented by a permanent representative, who will be entitled to cast one vote on behalf of the member at any meeting of the members.

(e) **Proxies.** The permanent representative of a member entitled to vote at a meeting of members may authorize another person to act on his or her behalf by proxy. The proxy must be in writing and signed by the permanent representative. No proxy shall be valid for more than 11 months after it is given. Every proxy may be revoked by the permanent representative who has given it, except as otherwise provided by law.

(f) **Quorum.** The presence of the permanent representatives of ten members or the permanent representatives of ten percent of the members, whichever is greater, will constitute a quorum necessary, and sufficient, to conduct the business of the corporation at any membership meeting. If a quorum is not present, a lesser number may adjourn the meeting for a period of not more than two weeks from the scheduled date. The Secretary will cause notice of the rescheduled date of the meeting to be sent to the permanent representatives of those members

who were not present at the meeting originally called. A quorum as defined in this sub-section will be required to conduct business at any adjourned meeting.

(g) **Order of Business.** The order of business at all meetings of members will be as follows: (i) roll call; (ii) approval of the minutes of the preceding meeting; (iii) reports of committees; (iv) reports of officers; (v) old and unfinished business; (vi) new business; (vii) adjournment.

(h) **Notices.** Notices required by these by-laws to be given to members will be given in writing to the member's permanent representative at the address set forth in the corporation's membership roll. Notices may be given, however, in such other form, electronic or otherwise, as the member may designate.

ARTICLE VI. BOARD OF DIRECTORS

1. Management of the Corporation. Control of the property, affairs and activities of the corporation is vested in a Board of Directors. The Board of Directors will have all powers necessary, proper and desirable to effect the purposes of these by-laws and the PERMA plan of operation. The Board of Directors may establish and manage any service contemplated by these by-laws and may:

(a) prepare or cause to be prepared specifications and request bids for the purpose of promoting or providing any service contemplated by these by-laws or the PERMA plan of operation, and enter into any such contract;

(b) determine and adjust, if necessary, the costs or benefits of any service contemplated by these by-laws or the PERMA plan of operation;

(c) establish standards of eligibility for membership and for participation in any PERMA program;

(d) establish procedures for the enrollment and withdrawal of members;

(e) determine the member contribution rate and any other fees which will be required of members;

(f) provide for the administration of PERMA in a manner consistent with the plan of operation, including, as needed, the appointment of an Executive Director and administrative staff, by employment or contract, to manage the operations of PERMA, and delegate the duties of any officer to the Executive Director or a member of the administrative staff;

(g) define the duties of the Executive Director, consistent with these by-laws;

(h) incur such expenses, acquire and hold such property and enter into such contracts as it determines to be appropriate to accomplish the purposes of PERMA and these by-laws;

(i) contract for professional services and determine the amount, method, manner and time of payment therefor;

(j) take appropriate action to ensure the proper accounting and reporting procedures for each member consistent with these by-laws;

(k) provide for an annual audit of the books, statements, and records of the corporation by a certified public accountant and make the annual audit available to each member upon request;

(l) establish regulations for the termination of the membership of a member which fails to comply with its membership agreement or the corporation's requirements for the payment of contributions or other fees;

(m) provide for the establishment of safety procedures, the installation of safety equipment, the accounting for and reporting of claims and claims administration;

(n) develop membership contracts;

(o) determine the appropriate level of excess insurance that will be placed to protect the members from catastrophic losses;

(p) require the execution of a bond by any individual charged with the duty of handling any property, funds, or securities on behalf of the corporation; and

(q) upon the formation of more than one group self-insurance pool, safety group or reciprocal insurance group, not necessarily of the same kind, take such actions as are legally necessary, appropriate and desirable to ensure that (i) all premiums, contributions, dividends, operating reserves, loss reserves or other funds received or held by or on behalf of each such pool or group are kept separate and apart from all other such funds received or held by or on behalf of the corporation and each other pool or group; and (ii) are held and applied solely for the purposes of the particular pool or group by or on behalf of which the funds are received or held.

2. Legal Documents of the Corporation. All material legal documents of the corporation must be approved by the Board of Directors and be executed as provided by the Board of Directors

3. Number, Election and Term of Directors.

(a) **Number of Directors.** The Board of Directors shall consist of five Directors elected by the members, or such greater number not to exceed 11 as the members or the Board of Directors may from time to time determine. The Board of Directors may appoint such other, non-voting Directors as it may in its discretion determine.

(b) **Qualifications for Directors.** A Director must be an employee or former employee of a member. Not more than one person employed or formerly employed by each member may serve on the Board of Directors. The Board of Directors may establish other qualifications for Directors.

(b) **Election of Directors.** Except as is otherwise provided with respect to the filling of vacancies, Directors will be elected in advance of the annual meeting of members from among the nominees identified by the Election Committee. The Board of Directors will determine, at least 12 weeks prior to the annual meeting of members, the number of Directors to be elected. At least ten weeks prior to the annual meeting of members, the Secretary will provide a nomination form, in the manner provided for notices, to each member in good standing. The Election Committee will prepare a ballot specifying the number of positions on the Board of

Directors to be filled at the election and identifying as candidates (i) those eligible persons who have been nominated by a member on a nominating form received at the PERMA office at least six weeks prior to the annual meeting of members, and (ii) such other eligible persons as the Election Committee may determine. At least four weeks prior to the annual meeting of members, the Secretary will provide the ballot prepared by the Election Committee to each member. The person or persons receiving the highest number of votes on ballots received by the corporation at least five days before the annual meeting of members will be elected as Directors. The Board of Directors may establish a procedure for voting by electronic means, supplementing or in substitution for the voting procedure specified by these by-laws.

(d) **Term.** Each Director will serve a term of three years, commencing immediately following the annual membership meeting.

(e) **Vacancies.** Vacancies on the Board of Directors caused by an increase or decrease in the number of Directors or by the resignation, death or removal of a Director will be filled by a vote of a majority of the directors then in office, even if less than a quorum exists. A person named to fill a vacancy on the Board of Directors that has been caused by an increase in the number of Directors will hold office until the next annual meeting of members. A person named to fill a vacancy on the Board of Directors that has been caused by resignation, death or removal of a Director, will hold office for the unexpired term of his or her predecessor.

4. Organization of the Board.

(a) **Officers.** The Board will annually designate one of its members as Chairman, one member as Vice Chairman, one member as Treasurer and one member as Secretary.

(i) The Chairman will be the chief executive officer of the corporation. The Chairman will preside at all meetings of the Board of Directors; be responsible, subject to the Board of Directors, for the general management of the affairs of the corporation; see that all orders and resolutions of the Board of Directors are carried into effect; and execute, in the name of the corporation, all legal documents, including contracts, checks, drafts, notes and orders for the payment of money, unless the Board of Directors provides otherwise.

(ii) The Vice-Chairman will preside at meetings of the Board of Directors when the Chairman is not present and will perform such other duties as the Chairman and the Board of Directors may provide. During the absence or disability of the Chairman, the Vice-Chairman will have all of the powers and serve all of the functions of the Chairman.

(iii) The Treasurer will have the care and custody of all the funds and securities of the corporation; will cause those funds to be deposited in the name of the corporation in such bank or trust company as the Board of Directors may determine; and will, at all reasonable times and on reasonable notice, cause the books and accounts of the corporation to be exhibited to any Director or member of the corporation. At the end of each corporate year, the Treasurer will cause an audit of the accounts of the corporation to be performed, under the supervision of the Audit Committee, by an auditor designated by the Board of Directors,

and will present a summary of the audit in writing at the annual meeting of the members, along with an annual report setting forth the financial condition of the corporation.

(iv) The Secretary will cause the minutes of the meetings of the Board of Directors and the membership to be kept; maintain the membership roll; have the custody of the seal of the corporation and affix the seal and attest to documents when duly authorized by the Board of Directors; attend to the giving and serving of all notices of the corporation; have charge of those books and papers as the Board of Directors may provide; attend to such correspondence as may be reasonably necessary; and otherwise perform all the duties incidental to the office.

(v) Any officer designated by the Board of Directors may be removed by the Board of Directors for cause. In the event of the death, resignation or removal of an officer, the Board of Directors in its discretion may designate a successor to fill the unexpired term. Any two or more offices may be held by the same person, except the offices of Chairman and Secretary. The compensation, if any, of the officers will be fixed by the Board of Directors.

(vi) The Board of Directors may require that any officer or agent of the corporation execute to the corporation a bond in such sum and with such surety or sureties as the Board may direct, conditioned upon the faithful performance of the duties of officer or agent to the corporation and including responsibility for negligence and for the accounting for all property, funds or securities of the corporation which may come into the hands of the officer or agent.

(b) **Committees.** The Board will have three committees, which shall be known as the Management Committee, the Audit Committee and the Election Committee. Each committee will consist of three members appointed by the Chairman of the Board of Directors. No member of the Management Committee may serve concurrently on the Audit Committee.

(i) The Management Committee will be responsible to supervise the day-to-day operations of the corporation and the performance of the administrative staff, including the review and supervision of any employees of the corporation and any contract the corporation may enter into for the provision of administrative services.

(ii) The Audit Committee will be responsible to supervise the annual audit of the corporation and to conduct any other investigation into the operations of the corporation that it deems appropriate and necessary.

(iii) The Election Committee will be responsible for conducting the election of members of the Board of Directors.

(c) **Quorum.** Unless a greater proportion is required by the certificate of incorporation or by these by-laws, a majority of the entire Board of Directors will constitute a quorum for the transaction of business.

(d) **Action by the Board.** Each Director present shall have one vote. Unless otherwise required by law, the vote of a majority of the Directors present at the time of the vote, if a quorum is present at such time, will be the act of the Board of Directors. If all of the Directors

consent in writing, the Board of Directors may take any action without a meeting. Any Director, or more than one, may participate in a meeting by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

(e) **Place and Time of Board Meetings.** The annual meeting of the Board of Directors will be held in conjunction with the annual meeting of members. Other meetings of the Board of Directors, regular or special, will be held at any place within or without this state as the Board of Directors may from time to time determine. The Chairman may call a special meeting of the Board of Directors at any time. The Secretary must call a special meeting of the Board of Directors upon the written request of two Directors.

(f) **Notice of Meetings of the Board of Directors; Adjournment.** Regular meetings of the Board of Directors may be held without notice, at such time and place as the Board of Directors shall from time to time determine. The Secretary will provide three days' notice of a special meeting to each Director either personally or by mail, e-mail or telephone. A majority of the Directors present, whether a quorum is present or not, may adjourn any meeting to another time and place. The Secretary will cause notice of the adjourned time and place to be given to all Directors who were not present at the time of the adjournment and, unless such time and place are announced at the meeting, to the other Directors.

5. Resignation or Removal of Directors.

(a) **Resignation.** A Director may resign at any time by giving written notice of his or her resignation to the Secretary. Unless otherwise specified in the notice, the resignation will take effect upon its receipt. The resignation does not have to be accepted to be effective.

(b) **Removal.** The Board of Directors may remove any Director for cause. For the purpose of this paragraph, "cause" shall include, but shall not be limited to, a Director's absence from any three out of any nine consecutive regular meetings of the Board of Directors.

ARTICLE VII. DISSOLUTION

In the event of a dissolution of the corporation, any assets remaining after the payment of or provision for payment of the corporation's debts, claims and liabilities will be paid over to the members in accordance with a formula approved by the Board of Directors, or, if no formula has been approved, in proportion to their respective deposit contributions paid to the corporation during the three-year period immediately preceding the dissolution date established by the Board of Directors.

ARTICLE VIII. CONSTRUCTION

These by-laws are intended to be liberally construed to further the purposes of the corporation. If there is any conflict between the provisions of the certificate of incorporation and these by-laws, the certificate of incorporation will govern.

ARTICLE IX. AMENDMENTS

These by-laws may be amended, repealed or altered in whole or in part by the Board of Directors or by the members of the corporation, at any duly-called meeting of the members. The by-laws may be amended, repealed or altered by the members only if notice of the proposed change has been duly given to each member at least 14 days before the meeting at which the change is to be considered. If the Board of Directors amends, repeals or alters these by-laws, the members may revoke that action at the next annual or special meeting of the members.

SAMPLE

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JUNE 15, 2016

5. FIRE DEPARTMENT MEMBERSHIP

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby approves the membership of **Joakim Lindh** to the Scarborough Engine Company.

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

Briarcliff Manor Fire Department

1111 Pleasantville Road
Briarcliff Manor, NY 10510

Office of the Chief



DENNIS L. REILLY, CHIEF
ROBERT M. GARCIA, 1st Asst. Chief
PETER J. FULFREE, 2nd Asst. Chief

Emergency 911
Chief's Office (914) 941-0879
Fax (914) 944-2758
E-mail: fdchief@briarcliffmanor.org

DATE: June 9, 2016
TO: Christine Dennett, Village Clerk
Briarcliff Manor Board of Trustee's
FROM: Chief Dennis L. Reilly – Briarcliff Manor Fire Department
SUBJECT: NEW MEMBER – Request for Village Approval

Honorable Mayor and Trustee's;

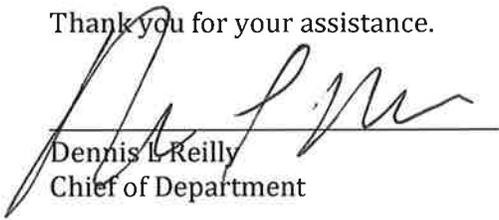
Please find the enclosed application for **Mark DelQuaglio, DOB 04-19-1996, and residing at 9 Possum Rd, Ossining, New York.**

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.

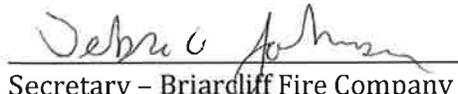
FURTHERMORE, the Chief of Department has performed an Arson Background Check on said member who has been found to have NO record of Arson Conviction.

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.


Dennis L. Reilly
Chief of Department

06-09-2016
Dated


Secretary – Briarcliff Fire Company

06 09-16
Dated


Village Clerk – Christine Dennett

6-9-16
Dated

Briarcliff Manor Fire Department

1111 Pleasantville Road
Briarcliff Manor, NY 10510

Office of the Chief



DENNIS L. REILLY, CHIEF
ROBERT M. GARCIA, 1st Asst. Chief
PETER J. FULFREE, 2nd Asst. Chief

Emergency 911
Chief's Office (914) 941-0879
Fax (914) 944-2758

E-mail: fdchief@briarcliffmanor.org

DATE: March 28, 2016

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

FROM: Chief Dennis Reilly – Briarcliff Manor Fire Department

SUBJECT: NEW MEMBER – Request for Village Approval

Honorable Mayor and Trustees;

Joakim Lindh, born September 5, 1994 and residing at 21 Candlewood Court has applied for membership in the Briarcliff Manor Fire Department.

The applicant listed above, has been vetted by the Scarborough Engine 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 **Chief's Office** at your earliest convenience.

Thank you for your assistance.

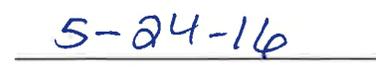

Dennis L. Reilly
Chief of Department

Dated: March 26, 2016


Secretary – Scarborough Engine Company


Dated


Village Clerk - Christine Dennett


Dated

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JUNE 15, 2016

6. MINUTES

- May 4, 2016 – Regular Meeting
- May 18, 2016 – Regular Meeting

The Regular Meeting of the Board of Trustees of the Village of Briarcliff Manor, New York was held in the Village of Briarcliff Manor Village Hall, at 1111 Pleasantville Road, Briarcliff Manor, New York on the 4th of May, 2016 commencing at 8:00 p.m.

Present

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

Also Present

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

Absent

Mark Pohar, Deputy Mayor
Mark L. Wilson, Trustee

Board of Trustees Announcements by Trustee Zirman

- Residents are encouraged to sign up for the weekly Village Manager's Report.
- The Community Center is going to be beautiful.
- There are several programs at the Library going on.
- Thank you to the Police Department and Fire Department for their continued service and dedication
- The Spring/Summer Recreation brochure is available on website
- Registration is underway for all programs and camps/
- 2016 swimming/dive team is starting June 7th

Village Managers Report by Village Manager Zegarelli

- Law Park update: The fencing was put up around the pavilion and it will be painted to camouflage the construction work. The bathhouse level will be rehabilitated and open for Memorial Day with a formal dedication to be planned. A concessionaire will be at the lower level. A full rebuild will begin after Community Day.
- The Club Pump station is operational
- The Comfort station is completed. Formally opening soon.

- The Annual Water Report is in print and will be mailed out and posted on our website. No issues or concerns to report.
- The Westchester County Mobile passport unit will be here on 5/9 from 11am-2pm
- Progress on the Pleasantville road projects
- Outstanding water bills will be transferred to tax on May 11. A fee of \$50 will apply.

Public Comments

Sergio Prosperino of 6 Briars Corners asked if there any new developments on the pavilion fire that could be shared.

Mayor Sullivan stated the Police were continuing to investigate and encouraged anyone that has any information to come forward.

Appoint Village Counsel

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

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby appoints Clinton Smith as Village Counsel retroactive to April 6, 2016 for a term to expire on the first Monday of April 2017.

Award of Bid – Athletic Field Maintenance Services

The Board had general discussion regarding the possibility of implementing a field usage fee in the future.

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

WHEREAS the Village received 4 qualified bids for the Athletic Field Turf Maintenance Services Project; and

WHEREAS funding for this project will be charged to A7110.460; and

NOW, THEREFORE, BE IT RESOLVED that the bid for the Athletic Field Turf Maintenance Services Project is hereby awarded to the lowest responsible bidder Tri Turf Inc. with their bid proposal of \$27,500 per year with a three year total of \$82,500; and

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with Tri Turf Inc. for said project.

Fire Department Memberships

The Board thanked them for volunteering and stated the recent Open House was a success but more volunteers were always needed.

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

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

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

Minutes

The minutes were tabled.

Adjournment

Upon motion by Trustee Zirman, seconded by Trustee DeRose, the Board voted unanimously to adjourn into Executive Session at 8:41pm to receive advice of Counsel regarding a matter of litigation and would adjourn the regular meeting immediately thereafter.

Respectfully Submitted By,
Christine Dennett
Village Clerk

The Regular Meeting of the Board of Trustees of the Village of Briarcliff Manor, New York was held in the Village of Briarcliff Manor Village Hall, at 1111 Pleasantville Road, Briarcliff Manor, New York on the 18th of May, 2016 commencing at 8:00 p.m.

Present

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

Also Present

Philip Zegarelli, Village Manager
Christine Dennett, Village Clerk
Clinton Smith, Village Counsel
David Turiano, Village Engineer

Board of Trustees Announcements by Trustee Zirman

- Residents are encouraged to sign up for the weekly Village Manager's Report.
- The dedication of the Community Center will be after the Memorial Day Ceremony at Law Park on Monday, May 30th.
- Patience is appreciated during the Con Edison project on Pleasantville Road.
- The Comfort Station is open at the Club Field.

Village Managers Report by Village Manager Zegarelli

- The pool is ready for the season.
- Tax Bills will be mailed at the end of May and due in June.

Public Comments

There were no public comments

Stormwater Management Presentation by Village Engineer, David Turiano

Village Engineer Turiano reviewed the MS-4 Stormwater Management Program as required annually by New York State. He reviewed the six minimum control measures.

The Board thanked Village Engineer Turiano for his presentation.

Budget Transfers

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

BE IT RESOLVED that the Board of Trustees does hereby authorize the following budget transfer for FY 2015-2016:

From:	H0102.5031	Transfer in from Reserves	\$175,028
To:	F9901.912	Transfer to Capital	\$175,028
From:	F9901.912	Transfer to Capital	\$175,028
To:	H8397.201.15581	SCADA Project	\$175,028

Close out of FWSP Reserve and Transfer to Water Fund Reserve

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

BE IT RESOLVED that the Board of Trustees does hereby authorize the transfer of \$426,751.01 from the Water Fund Full Water Supply Project Reserve to the Village's Water Fund and thereafter close the Full Water Supply Project Reserve Account.

Roll Call:

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

The Board thanked everyone for getting the project done and finally concluded.

Appropriation of Water Fund Reserve to General Fund

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

BE IT RESOLVED that the Board of Trustees does hereby authorize the transfer of \$426,751.01 from the Water Fund Reserve to the Village's General Fund.

Roll Call:

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

Budget Amendment – Unclaimed Bail Money

Trustee Zirman recused himself because his wife is Clerk of the Court.

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

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

Increase Revenue
(A0101.2770) by \$100.00

Minutes

Upon motion by Trustee Zirman, seconded by Deputy Mayor Pohar, the Board voted unanimously to approve the minutes of March 2, 2016, March 16, 2016, April 6, 2016 (Organizational Meeting) as amended and April 6, 2016 (Regular Meeting).

Adjournment

Upon motion by Trustee Zirman, seconded by Deputy Mayor Pohar, the Board voted unanimously to adjourn into Executive Session at 8:48pm to receive advice of Counsel regarding a matter of litigation and would adjourn the regular meeting immediately thereafter.

Respectfully Submitted By,
Christine Dennett
Village Clerk