

DRAFT

Town Clerk's Office
Town of Greenburgh

November 13, 2013

DRAFT

A Meeting of the Town Board of the Town of Greenburgh was held in the Meeting Room, Greenburgh Town Hall, 177 Hillside Avenue, Greenburgh, New York 10607, at 7:30 PM, Wednesday, November 13, 2013

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

In memory of Mike Spano, longtime employee of the Highway Department

ROLL CALL: Town Clerk Judith Beville

Present: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Staff Present: Timothy Lewis, Town Attorney

Attendees: Judith A. Beville, Town Clerk

SUPERVISOR & TOWN COUNCIL REPORTS/ANNOUNCEMENTS

GOOD NEWS...The Town continues to have the highest possible bond rating from both Standard & Poors (AAA) and Moodys (AAA). Only 3% of communities in nation have this rating

Any individual or group interested in a visit from the Town Board should email the Board at

TownBoard@GreenburghNY.com

TOWN CLERK COMMENTS

SWEARING IN CEREMONY

Confirmation of Christopher McNerney as Chief of Police by Judge Lester Adler

BOARDS AND COMMISSIONS

Re-appointment of Madelon O'Shea, William Morrissey, Annette Purdy, and Ereminia Curcio to the Historic and Landmarks Preservation Board for a three year term to expire December 31, 2016

Moved by Supervisor Paul J. Feiner, seconded by Councilwoman Diana D. Juettner

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

Re-appointment of Fred Campbell to the Greenburgh Housing Authority for a 5 year term to expire December 31, 2018

Moved by Supervisor Paul J. Feiner, seconded by Councilman Francis Sheehan

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

Re-appointment of Fred Campbell to the Parks and Recreation Advisory Board for a two year term to expire December 31, 2015

Moved by Supervisor Paul J. Feiner, seconded by Councilman Francis Sheehan

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

DECISION

To consider the application by New York School for the Deaf for an Amended Site Plan for the property known as Fanwood, and designed on the Tax Map of the Town of Greenburgh as Parcel ID 7.330-151-1 & 7.341-169-2, situated on the northeast corner of the intersection of Old Tarrytown Road and Knollwood Road (to be held over to 11/25/2013 Meeting)

PUBLIC HEARINGS

To consider an amendment to the Rules and Regulations of the Consolidated Water District No. 1 (Held over to the meeting of December 11, 2013, 7:30 PM)

PUBLIC COMMENT

Advance signup is preferred. Speakers will be called in the order of receipt of a Public Comment Request Form. The forms are available on the Town Web site, in the Town Clerk's Office (until 7:00 PM on the day of the meeting), and on the dais next to the Town Clerk during the meeting. A three minute limit per speaker will be strictly enforced. No interruptions by the members of the Town Board or public will be permitted. Any questions on agenda items should be asked at this time. Department Heads have the option of leaving the meeting following Public Comment. Therefore, if anyone has questions that are related to resolutions/items on the agenda that she/he would like to direct to a specific Department Head, those questions should be raised at this time.

TOWN BOARD – 993-1544

TB 1 - 11/13/13

Resolution authorizing the continued retention of Andrew D.H. Rau, of the law firm of Unruh Turner Burke & Frees, as telecommunications counsel with respect to NextG's application to site 20 Distributed Antenna Systems (DAS) in residential areas in unincorporated Greenburgh, for an amount not to exceed an additional \$50,000, \$305,000 in total

Moved by Councilman Francis Sheehan, seconded by Councilwoman Diana D. Juettner

AYE: Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Other: Supervisor Paul J. Feiner (ABSTAIN)

Motion Adopted

TB 2 - 11/13/13

Resolution authorizing the Town Supervisor to renew an agreement with Berkeley College to permit Berkeley College students to perform services for the Town under a Federal Work Study Program, at no cost to the Town

Moved by Supervisor Paul J. Feiner, seconded by Councilman Ken Jones

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

ATTORNEY – 993-1546

AT 1 - 11/13/13

Resolution approving the retention of Thomas Troetti, Esq., as outside counsel, at a rate not to exceed \$150 per hour for out-of-court legal services and \$200 per hour for in-court legal services, to represent individual Greenburgh Police Officer defendants in the matter of Moreno v. Town of Greenburgh, et al., for an amount not to exceed \$25,000

Moved by Supervisor Paul J. Feiner, seconded by Councilman Kevin Morgan

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

AT 2 - 11/13/13

Resolution approving the retention of Thomas Troetti, Esq., as outside counsel, at a rate not to exceed \$150 per hour for out-of-court legal services and \$200 per hour for in-court legal services, to represent individual Greenburgh Police Officer Defendants in the matter of Marom v. Town of Greenburgh, et al., for an amount not to exceed \$25,000

Moved by Supervisor Paul J. Feiner, seconded by Councilman Kevin Morgan

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

AT 3 - 11/13/13

Resolution authorizing Valuation Plus, Inc. be retained as Real Estate Appraiser for various properties, at a total cost not to exceed \$9,140

Moved by Supervisor Paul J. Feiner, seconded by Councilwoman Diana D. Juettner

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

AT 4 - 11/13/13

Resolution authorizing tax certiorari settlement with petitioner Hartsdale Avenue Office Associates a/k/a Station Plaza Associates for property located at 250 East Hartsdale Avenue. The Town's share of the refund is \$25,374±; the Greenburgh Central School District's share is \$56,593±; the Edgemont Union Free School District's share is \$10,836±; the County's share is \$16,284±; the Bronx Valley Sewer District's share is \$2,376±; Hartsdale Fire District's share is \$20,913±; the Consolidated Sewer Mtc. District's share is \$626±. Refunds from all sources total \$133,002±.

Moved by Supervisor Paul J. Feiner, seconded by Councilman Francis Sheehan

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

AT 5 - 11/13/13

Resolution authorizing tax certiorari settlement with petitioner Apple Bank for Savings for property located at 1075 Central Avenue. The Town's share of the refund is \$74,310±; the Edgemont Union Free School District's share is \$263,339±; the County's share is \$47,871±; the Bronx Valley Sewer District's share is \$6,958±; Greenville Fire District's share is \$44,062±; the Consolidated Sewer Mtc. District's share is \$1,796±. Refunds from all sources total \$438,336±.

Moved by Supervisor Paul J. Feiner, seconded by Councilman Francis Sheehan

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

AT 6 - 11/13/13

Resolution authorizing tax certiorari settlement with petitioner 89 Church St. LLC for property located at 89 Church Street. The Town's share of the refund is \$55±; the Tarrytown Union Free School District's share is \$3,006±; the County's share is \$518±; the Saw Mill Valley Sewer District's share is \$79±; Refunds from all sources total \$3,657±.

Moved by Supervisor Paul J. Feiner, seconded by Councilman Kevin Morgan

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

AT 7 - 11/13/13

Resolution authorizing tax certiorari settlement with petitioner Greenburgh Shopping Center Realty Associates for property located at 77-97 Knollwood Road. The Town's share of the refund is \$27,084±; the Greenburgh Central School District's share is \$68,104±; the County's share is \$17,655±; the Bronx Valley Sewer District's share is \$2,566±; Fairview Fire District's share is \$20,535±; the Consolidated Sewer Mtc. District's share is \$653±. Refunds from all sources total \$136,597±.

Moved by Supervisor Paul J. Feiner, seconded by Councilman Kevin Morgan

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

AT 8 - 11/13/13

Resolution authorizing entering into a consent order with, and settlement of a claim by, the New York State Department of Environmental Conservation ("DEC"), for an amount not to exceed \$7,500, relating to registration and inspection violations at the Rumbrook Pump Station

Moved by Supervisor Paul J. Feiner, seconded by Councilman Kevin Morgan

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

CLERK – 993-1500

CL 1 - 11/13/13

Resolution setting a Public Hearing 7:30 PM, Monday, November 25, 2013, to consider the 2014 Preliminary Budget

Moved by Supervisor Paul J. Feiner, seconded by Councilwoman Diana D. Juettner

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

CL 2 - 11/13/13

Resolution scheduling a Public Hearing for 7:30 PM, Monday, November 25, 2013, to consider an application for an Amended Site Plan by 50 Yellowstone WP, L.L.C. (Ray Catena automobile sales and service), for the property located at 50 Yellowstone Avenue, 430-434, 436, 450-460 and 468 Tarrytown Road, as designated on the Tax Map of the Town of Greenburgh as Parcel ID: 7.410-228-48, 7.480-296-6, 7.480-296-7, 7.480-296-8 and 7.480-296-9

Moved by Supervisor Paul J. Feiner, seconded by Councilman Kevin Morgan

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

COMMUNITY DEVELOPMENT – 993-1505

CD 1 - 11/13/13

Resolution (1) declaring Lead Agency under the State Environmental Quality Review Act for the review of an Amended Site Plan and all related actions by the Saint Andrew's Golf Club for the property located at 10 Old Jackson Avenue (as designated on the Tax Map of the Town of Greenburgh as Parcel ID: 8.500-351-1.14) and (2) referring the application to the Planning Board for a report and recommendation pursuant to Section 285-58D(3) of the Zoning Ordinance (To be held over to 11/25/2013 Meeting)

CD 2 - 11/13/13

Resolution issuing a negative declaration for the SEQRA determination of significance by the Town Board of the Town of Greenburgh with respect to an Amended Site Plan and all related actions by New York School for the Deaf for the property located at 555 Knollwood Road, as designated on the Tax Map of the Town of Greenburgh as Parcel ID: 7.330-151-1 & 7.341-169-2 (To be held over to 11/25/2013 Meeting)

CD 3 - 11/13/13

Resolution approving, with conditions, the Amended Site Plan by New York School for the Deaf for the property located at 555 Knollwood Road, as designated on the Tax Map of the Town of Greenburgh as Parcel ID: 7.330-151-1 & 7.341-169-2 (To be held over to 11/25/2013 Meeting)

COMPTROLLER - 993-1528

CO 1 - 11/13/13

Resolution authorizing the Town Supervisor to enter into an agreement with Tyler Technologies, Inc. for the purpose of installing and maintaining Enterprise Resource Planning (ERP) software, in an amount not to exceed \$584,067

Moved by Supervisor Paul J. Feiner, seconded by Councilman Francis Sheehan

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

PARKS & RECREATION – 693-8985

PR 1 - 11/13/13

Resolution authorizing the Town of Greenburgh's Department of Parks and Recreation to accept \$2,290 in donations for the purchase of an automated external defibrillator (AED) for East Rumbrook Park

Moved by Supervisor Paul J. Feiner, seconded by Councilman Ken Jones

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

POLICE – 682-5340

PO 1 - 11/13/13

Resolution adopting the recommendation of the Greenburgh Police Department to add parking restrictions on Barford Lane from the intersection of Hadden Road westward for a distance of 160 feet, amending Chapter 460 of the Code of the Town of Greenburgh

Moved by Supervisor Paul J. Feiner, seconded by Councilman Ken Jones

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

PUBLIC WORKS - 993-1573

PW 1 - 11/13/13

Resolution authorizing the award of uniforms for the Public Works Department to the sole bidder, S & H Uniforms, for calendar years 2014-2016

Moved by Supervisor Paul J. Feiner, seconded by Councilman Francis Sheehan

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

PW 2 - 11/13/13

Resolution awarding bid for Two (2) New and Unused Calcium Hypochlorite Briquette Chlorinators with Auto/Manual Control Variable Speed Peristaltic Pumps to the lowest responsible bidder, G.P. Jager & Associates, for an amount not to exceed \$59,013

Moved by Supervisor Paul J. Feiner, seconded by Councilman Francis Sheehan

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

PW 3 - 11/13/13

Resolution approving a professional services agreement with Malcolm Pirnie / Arcadis for professional engineering consulting services to the Greenburgh Consolidated Water District No. 1, for services to support compliance with NYS DEC Chemical Bulk Storage Regulations - Phase 2 at the Rumbrook Pump Station, for an amount not to exceed \$29,500

Moved by Supervisor Paul J. Feiner, seconded by Councilman Francis Sheehan

AYE: Supervisor Paul J. Feiner
Councilwoman Diana D. Juettner
Councilman Francis Sheehan
Councilman Kevin Morgan
Councilman Ken Jones

Motion Adopted

There being no further business to come before the Board, on motion, meeting adjourned

Judith A. Beville, Town Clerk

Boards and Commissions

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

Re-appointment of Madelon O'Shea, William Morrissey, Annette Purdy, and Ereminia Curcio to the Historic and Landmarks Preservation Board for a three year term to expire December 31, 2016

Boards and Commissions

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

Re-appointment of Fred Campbell to the Greenburgh Housing Authority for a 5 year term to expire December 31, 2018

Boards and Commissions

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

Re-appointment of Fred Campbell to the Parks and Recreation Advisory Board for a two year term to expire December 31, 2015

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

TB 1 - 11/13/13

Resolution authorizing the continued retention of Andrew D.H. Rau, of the law firm of Unruh Turner Burke & Frees, as telecommunications counsel with respect to NextG's application to site 20 Distributed Antenna Systems (DAS) in residential areas in unincorporated Greenburgh, for an amount not to exceed an additional \$50,000, \$305,000 in total

Attachments

TB 2013 1113 TB-1 reso Auth Andrew Rau continued retention re NextG R 1112

TB 2013 1113 TB-1 data Prior Andrew Rau NextG approved resolutions

RESOLUTION AUTHORIZING THE CONTINUED RETENTION OF ANDREW D. H. RAU, OF THE LAW FIRM OF UNRUH TURNER BURKE & FREES, AS TELECOMMUNICATIONS COUNSEL WITH RESPECT TO NEXTG'S APPLICATION TO SITE 20 DISTRIBUTED ANTENNA SYSTEMS (DAS) IN RESIDENTIAL AREAS IN UNINCORPORATED GREENBURGH, FOR AN AMOUNT NOT TO EXCEED AN ADDITIONAL \$50,000, \$305,000 IN TOTAL

WHEREAS, NextG has applied to site 20 Distributed Antenna Systems (DAS) in residential areas of unincorporated Greenburgh and, pursuant to the procedure in the Code of the Town of Greenburgh (Section 285-37, hereafter the "Antenna Law"); and

WHEREAS, the Town of Greenburgh seeks to continue to retain outside counsel with expertise in telecommunication law negotiations and litigation; and

WHEREAS, Andrew D. H. Rau of the law firm of Unruh Turner Burke & Frees continues to provide quality services to the Town and has been deemed to have the requisite skill, knowledge and expertise in the field of telecommunication law negotiations and litigation to assist the Town of Greenburgh with the review and evaluation of legal issues pertaining to the application of NextG to Site 20 Distributed Antenna Systems (DAS) in residential areas of unincorporated Greenburgh; and

WHEREAS, on July 22, 2013, the Town's Antenna Review Board unanimously voted to support continuing efforts to protect against (1) antenna related installations based on speculative future need, (2) gaps in service by unaffiliated companies being used to justify speculative installations, and (3) aesthetic intrusions that are not the minimum necessary to address a provider's proven need in the neighborhood proposed; and

WHEREAS, Town Board Resolution TB-1 – 05/01/12 authorized the retention of Andrew D. H. Rau of Unruh Burke and Frees up to an amount of \$35,000 and Town Board Resolutions TB-1 – 07/31/12, TB-1 – 11/28/12, TB-1 – 12/18/12 , TB-3 – 02/13/13 and TB 1 – 8/14/13 authorized the continued retention of Andrew D. H. Rau with additional payments up to amounts of \$50,000, \$20,000, \$50,000, \$50,000 and \$50,000 respectively, \$255,000 in total; and

WHEREAS, attorney fees in the above-referenced matter will exceed \$255,000; and

WHEREAS, the Town Attorney is satisfied with the work of Andrew D. H. Rau of Unruh Turner Burke & Frees thus far in the above-referenced matter, and recommends that the firm continue to be retained as outside counsel to represent the Town of Greenburgh therein; and

WHEREAS, Unruh Turner Burke & Frees, mindful of the considerable costs associated with this litigation, has graciously offered to reduce its rates beginning with its August 2013 invoice to a fixed hourly rate of \$225.00 for all lawyers to help the town manage costs;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby authorizes the continued retention of the services of Andrew D. H. Rau of Unruh Turner Burke & Frees to continue to represent the Town in connection with the review and evaluation of legal issues pertaining to the application of NextG to Site 20 Distributed Antenna Systems (DAS) in residential areas of unincorporated Greenburgh, at a rate not to exceed \$225.00 per hour, for an amount not to exceed an additional \$50,000, \$305,000 in total, without further authorization from the Town Board, the cost to be offset by fees received from telecommunications-related providers.

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF GREENBURGH
RETAINING ANDREW D. H. RAU, OF THE LAW FIRM OF UNRUH
TURNER BURKE & FREES, AS TELECOMMUNICATIONS COUNSEL**

WHEREAS, NextG has applied to site 20 Distributed Antenna Systems (DAS) in residential areas of unincorporated Greenburgh and, pursuant to the procedure in the Code of the Town of Greenburgh (Section 285-37, hereafter the "Antenna Law"), based on the information provided by the applicant, the Antenna Review Board deemed the 20 applications to be complete, but has not passed on the merits of the applications; and

WHEREAS, pursuant to the Town's Antenna Law, the Town Board is the approving board with respect to these applications, which are the first applications proposing to site wireless facilities in residential areas of unincorporated Greenburgh and which appear to raise legal issues not heretofore faced by the Town Board, including legal issues under the Federal Telecommunication Act and/or the application of those issues to the NextG applications; and

WHEREAS, the Conservation Advisory Council which, under Chapter 520 of the Code of the Town of Greenburgh, advises the Town Board on environmental factors affecting the Town, in recognition of the precedential effect of the decisions on these applications, has recommended to the Town Board that it engage telecommunications counsel to assist the Town Board in arriving at the right answer, including the interplay of Federal telecommunications law and local zoning law; and

WHEREAS, the Town Attorney Office does not have experience in the telecommunication law issues which appear to be raised by these DAS applications; and

WHEREAS, Section 285-37A(26) of the Code of the Town of Greenburgh provides that the applicant shall pay "for professional services deemed necessary to assist in the review and evaluation of the application, including but not limited to review of . . . legal . . . issues;" and

WHEREAS, four potential counsel were interviewed; and

WHEREAS, on April 26, 2012, the Conservation Advisory Council recommended to the Town Board the engagement of Andrew Rau due to his experience in telecommunication law negotiations and litigation; and

WHEREAS, at a Special Meeting of the Town Board held on April 26, 2012, the Town Board, upon an affirmative vote of all three Town Board members present, engaged Mr. Rau as telecommunications counsel;

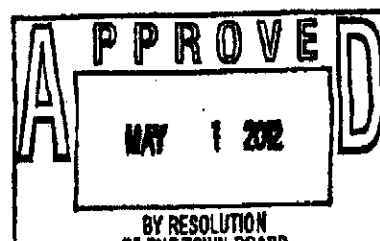
NOW, THEREFORE, BE IT RESOLVED, the Town Board of the Town of Greenburgh hereby:

1. Ratifies the engagement of Andrew D. H. Rau, of the law firm of Unruh Turner Burke & Frees, as its telecommunications counsel to advise the Town Board, the Town Attorney's Office, the Building Department, the Antenna Review Board, the Conservation Advisory Council and the Town's technical consultant with respect to these applications, to interact as appropriate with the applicant and its professionals, and, if necessary, to represent the Town in any litigation which may be brought by the applicant;

2. Ratifies the following principal financial terms of the engagement: (a) Mr. Rau's fees shall not exceed \$350 per hour, (b) in recognition of this being a municipal representation, absent litigation brought by the applicant, Mr. Rau shall not charge fees for travel time to and from the Town for one trip per month, and other trips in a month shall be made only with the approval of the Town Attorney, and (c) without further authorization from the Town Board, the maximum amount payable under this engagement shall not exceed Thirty-Five Thousand Dollars (\$35,000), with the Town making direct payments to Mr. Rau upon presentation of proper bills, whether or not the applicant complies with its obligations under Section 285-37A(26), the Town reserving all rights of enforcement of Section 285-37A(26) against the applicant, and Mr. Rau agreeing to provide any reasonable cooperation requested by the Town if such enforcement should become necessary; and

3. Authorizes the Town Supervisor to enter into an engagement letter, subject to the approval of the Town Attorney as to form, consistent with the above financial terms.

Revised: 05/01/2012



**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF GREENBURGH
AUTHORIZING THE CONTINUED RETENTION OF ANDREW D. H. RAU,
OF THE LAW FIRM OF UNRUH TURNER BURKE & FREES,
AS TELECOMMUNICATIONS COUNSEL WITH RESPECT TO NEXTG'S
APPLICATION TO SITE 20 DISTRIBUTED ANTENNA SYSTEMS (DAS) IN
RESIDENTIAL AREAS IN UNINCORPORATED GREENBURGH, FOR AN AMOUNT
NOT TO EXCEED AN ADDITIONAL \$50,000, \$85,000 IN TOTAL**

WHEREAS, NextG has applied to site 20 Distributed Antenna Systems (DAS) in residential areas of unincorporated Greenburgh and, pursuant to the procedure in the Code of the Town of Greenburgh (Section 285-37, hereafter the "Antenna Law"); and

WHEREAS, the Town of Greenburgh seeks to continue to retain outside counsel with expertise in telecommunication law negotiations and litigation; and

WHEREAS, Andrew D. H. Rau of the law firm of Unruh Turner Burke & Frees continues to provide quality services to the Town and has been deemed to have the requisite skill, knowledge and expertise in the field of telecommunication law negotiations and litigation to assist the Town of Greenburgh with the review and evaluation of legal issues pertaining to the application of NextG to site 20 Distributed Antenna Systems (DAS) in residential areas of unincorporated Greenburgh; and

WHEREAS, Town Board Resolution TB 1 – 05/01/12 authorized the retention of Andrew D. H. Rau of Unruh Turner Burke & Frees up to an amount of \$35,000; and

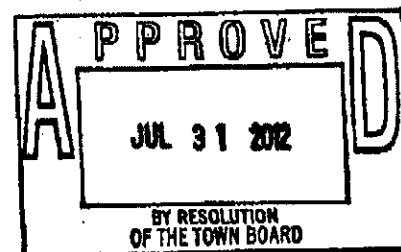
WHEREAS, attorney fees in the above-referenced matter will exceed \$35,000; and

WHEREAS, the Town Attorney is satisfied with the work of Andrew D. H. Rau of Unruh Turner Burke & Frees thus far in the above-referenced matter, and recommends that the firm continue to be retained as outside counsel to represent the Town of Greenburgh therein;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby authorizes the continued retention of the services of Andrew D. H. Rau of Unruh Turner Burke & Frees to continue to represent the Town in connection with the review and evaluation of legal issues pertaining to the application of NextG to site 20 Distributed Antenna Systems (DAS) in residential areas of unincorporated Greenburgh, at a rate not to exceed \$350.00 per hour, for an amount not to exceed an additional \$50,000, \$85,000 in total, without further authorization from the Town Board.

Submitted: 07/25/2012

Revised: 07/28/2012



RESOLUTION OF THE TOWN BOARD OF THE TOWN OF GREENBURGH AUTHORIZING THE CONTINUED RETENTION OF ANDREW D. H. RAU, OF THE LAW FIRM OF UNRUH TURNER BURKE & FREES, AS TELECOMMUNICATIONS COUNSEL WITH RESPECT TO NEXTG'S APPLICATION TO SITE 20 DISTRIBUTED ANTENNA SYSTEMS (DAS) IN RESIDENTIAL AREAS IN UNINCORPORATED GREENBURGH, FOR AN AMOUNT NOT TO EXCEED AN ADDITIONAL \$20,000, \$105,000 IN TOTAL

WHEREAS, NextG has applied to site 20 Distributed Antenna Systems (DAS) in residential areas of unincorporated Greenburgh and, pursuant to the procedure in the Code of the Town of Greenburgh (Section 285-37, hereafter the "Antenna Law"); and

WHEREAS, the Town of Greenburgh seeks to continue to retain outside counsel with expertise in telecommunication law negotiations and litigation; and

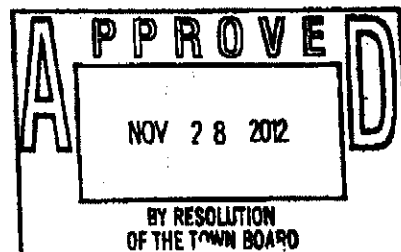
WHEREAS, Andrew D. H. Rau of the law firm of Unruh Turner Burke & Frees continues to provide quality services to the Town and has been deemed to have the requisite skill, knowledge and expertise in the field of telecommunication law negotiations and litigation to assist the Town of Greenburgh with the review and evaluation of legal issues pertaining to the application of NextG to site 20 Distributed Antenna Systems (DAS) in residential areas of unincorporated Greenburgh; and

WHEREAS, Town Board Resolution TB-1 - 05/01/12 authorized the retention of Andrew D. H. Rau of Unruh Burke and Frees up to an amount of \$35,000 and Town Board Resolution TB-1 - 07/31/12 authorized the continued retention of Andrew D. H. Rau up to an additional amount of \$50,000, \$85,000 in total; and

WHEREAS, attorney fees in the above-referenced matter will exceed \$85,000; and

WHEREAS, the Town Attorney is satisfied with the work of Andrew D. H. Rau of Unruh Turner Burke & Frees to date in the above-referenced matter, and recommends that the firm continue to be retained as outside counsel to represent the Town of Greenburgh therein;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby authorizes the continued retention of the services of Andrew D. H. Rau of Unruh Turner Burke & Frees to continue to represent the Town in connection with the review and evaluation of legal issues pertaining to the application of NextG to site 20 Distributed Antenna Systems (DAS) in residential areas of unincorporated Greenburgh, at a rate not to exceed \$350.00 per hour, for an amount not to exceed an additional \$20,000, \$105,000 in total, without further authorization from the Town Board.



RESOLUTION OF THE TOWN BOARD OF THE TOWN OF GREENBURGH AUTHORIZING THE CONTINUED RETENTION OF ANDREW D. H. RAU, OF THE LAW FIRM OF UNRUH TURNER BURKE & FREES, AS TELECOMMUNICATIONS COUNSEL WITH RESPECT TO NEXTG'S APPLICATION TO SITE 20 DISTRIBUTED ANTENNA SYSTEMS (DAS) IN RESIDENTIAL AREAS IN UNINCORPORATED GREENBURGH, FOR AN AMOUNT NOT TO EXCEED AN ADDITIONAL \$50,000, \$155,000 IN TOTAL

WHEREAS, NextG has applied to site 20 Distributed Antenna Systems (DAS) in residential areas of unincorporated Greenburgh and, pursuant to the procedure in the Code of the Town of Greenburgh (Section 285-37, hereafter the "Antenna Law"); and

WHEREAS, the Town of Greenburgh seeks to continue to retain outside counsel with expertise in telecommunication law negotiations and litigation; and

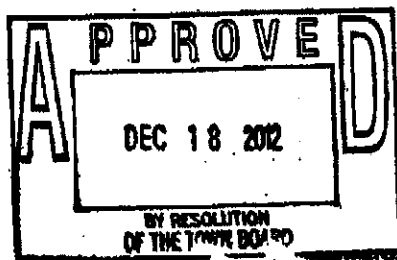
WHEREAS, Andrew D. H. Rau of the law firm of Unruh Turner Burke & Frees continues to provide quality services to the Town and has been deemed to have the requisite skill, knowledge and expertise in the field of telecommunication law negotiations and litigation to assist the Town of Greenburgh with the review and evaluation of legal issues pertaining to the application of NextG to site 20 Distributed Antenna Systems (DAS) in residential areas of unincorporated Greenburgh; and

WHEREAS, Town Board Resolution TB 1 - 05/01/12 authorized the retention of Andrew D. H. Rau of Unruh Burke and Frees up to an amount of \$35,000 and Town Board Resolutions TB 1 - 07/31/12 and TB 1 - 11/28/12 authorized the continued retention of Andrew D. H. Rau with additional payments up to amounts of \$50,000 and \$20,000 respectively, \$105,000 in total; and

WHEREAS, attorney fees in the above-referenced matter will exceed \$105,000; and

WHEREAS, the Town Attorney is satisfied with the work of Andrew D. H. Rau of Unruh Turner Burke & Frees thus far in the above-referenced matter, and recommends that the firm continue to be retained as outside counsel to represent the Town of Greenburgh therein;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby authorizes the continued retention of the services of Andrew D. H. Rau of Unruh Turner Burke & Frees to continue to represent the Town in connection with the review and evaluation of legal issues pertaining to the application of NextG to site 20 Distributed Antenna Systems (DAS) in residential areas of unincorporated Greenburgh, at a rate not to exceed \$350.00 per hour, for an amount not to exceed an additional \$50,000, \$155,000 in total, without further authorization from the Town Board.



**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF GREENBURGH
AUTHORIZING THE CONTINUED RETENTION OF ANDREW D. H. RAU,
OF THE LAW FIRM OF UNRUH TURNER BURKE & FREES, AS
TELECOMMUNICATIONS COUNSEL WITH RESPECT TO NEXTG'S
APPLICATION TO SITE 20 DISTRIBUTED ANTENNA SYSTEMS (DAS) IN
RESIDENTIAL AREAS IN UNINCORPORATED GREENBURGH, FOR AN
AMOUNT NOT TO EXCEED AN ADDITIONAL \$50,000, \$205,000 IN TOTAL**

WHEREAS, NextG has applied to site 20 Distributed Antenna Systems (DAS) in residential areas of unincorporated Greenburgh and, pursuant to the procedure in the Code of the Town of Greenburgh (Section 285-37, hereafter the "Antenna Law"); and

WHEREAS, the Town of Greenburgh seeks to continue to retain outside counsel with expertise in telecommunication law negotiations and litigation; and

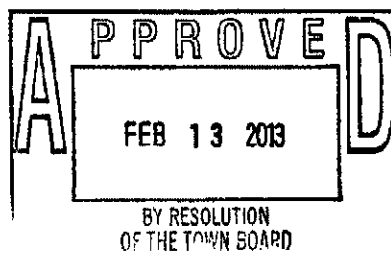
WHEREAS, Andrew D. H. Rau of the law firm of Unruh Turner Burke & Frees continues to provide quality services to the Town and has been deemed to have the requisite skill, knowledge and expertise in the field of telecommunication law negotiations and litigation to assist the Town of Greenburgh with the review and evaluation of legal issues pertaining to the application of NextG to site 20 Distributed Antenna Systems (DAS) in residential areas of unincorporated Greenburgh; and

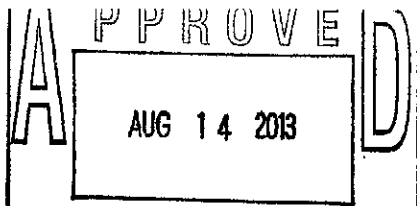
WHEREAS, Town Board Resolution TB 1 - 05/01/12 authorized the retention of Andrew D. H. Rau of Unruh Burke and Frees up to an amount of \$35,000 and Town Board Resolutions TB 1 – 07/31/12, TB 1 – 11/28/12 and TB 1 – 12/18/12 authorized the continued retention of Andrew D. H. Rau with additional payments up to amounts of \$50,000, \$20,000 and \$50,000 respectively, \$155,000 in total; and

WHEREAS, attorney fees in the above-referenced matter will exceed \$155,000; and

WHEREAS, the Town Attorney is satisfied with the work of Andrew D. H. Rau of Unruh Turner Burke & Frees thus far in the above-referenced matter, and recommends that the firm continue to be retained as outside counsel to represent the Town of Greenburgh therein;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby authorizes the continued retention of the services of Andrew D. H. Rau of Unruh Turner Burke & Frees to continue to represent the Town in connection with the review and evaluation of legal issues pertaining to the application of NextG to site 20 Distributed Antenna Systems (DAS) in residential areas of unincorporated Greenburgh, at a rate not to exceed \$350.00 per hour, for an amount not to exceed an additional \$50,000, \$205,000 in total, without further authorization from the Town Board.





TB-1 – 08/14/13

RESOLUTION AUTHORIZING THE CONTINUED RETENTION OF ANDREW D. H. RAU, OF THE LAW FIRM OF UNRUH TURNER BURKE & FREES, AS TELECOMMUNICATIONS COUNSEL WITH RESPECT TO NEXTG'S APPLICATION TO SITE 20 DISTRIBUTED ANTENNA SYSTEMS (DAS) IN RESIDENTIAL AREAS IN UNINCORPORATED GREENBURGH, FOR AN AMOUNT NOT TO EXCEED AN ADDITIONAL \$50,000, \$255,000 IN TOTAL

WHEREAS, NextG has applied to site 20 Distributed Antenna Systems (DAS) in residential areas of unincorporated Greenburgh and, pursuant to the procedure in the Code of the Town of Greenburgh (Section 285-37, hereafter the "Antenna Law"); and

WHEREAS, the Town of Greenburgh seeks to continue to retain outside counsel with expertise in telecommunication law negotiations and litigation; and

WHEREAS, Andrew D. H. Rau of the law firm of Unruh Turner Burke & Frees continues to provide quality services to the Town and has been deemed to have the requisite skill, knowledge and expertise in the field of telecommunication law negotiations and litigation to assist the Town of Greenburgh with the review and evaluation of legal issues pertaining to the application of NextG to site 20 Distributed Antenna Systems (DAS) in residential areas of unincorporated Greenburgh; and

WHEREAS, on July 22, 2013, the Town's Antenna Review Board unanimously voted to support continuing efforts to protect against (1) antenna related installations based on speculative future need, (2) gaps in service by unaffiliated companies being used to justify speculative installations, and (3) aesthetic intrusions that are not the minimum necessary to address a provider's proven need in the neighborhood proposed; and

WHEREAS, Town Board Resolution TB-1 – 05/01/12 authorized the retention of Andrew D. H. Rau of Unruh Burke and Frees up to an amount of \$35,000 and Town Board Resolutions TB-1 – 07/31/12, TB-1 – 11/28/12, TB-1 – 12/18/12 and TB-3 – 02/13/13 authorized the continued retention of Andrew D. H. Rau with additional payments up to amounts of \$50,000, \$20,000, \$50,000 and \$50,000 respectively, \$205,000 in total; and

WHEREAS, attorney fees in the above-referenced matter will exceed \$205,000; and

WHEREAS, the Town Attorney is satisfied with the work of Andrew D. H. Rau of Unruh Turner Burke & Frees thus far in the above-referenced matter, and recommends that the firm continue to be retained as outside counsel to represent the Town of Greenburgh therein; and

WHEREAS, Unruh Turner Burke & Frees, mindful of the considerable costs associated with this litigation, has graciously offered to reduce its rates beginning with its August 2013 invoice to a fixed hourly rate of \$225.00 for all lawyers to help the town manage costs;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby authorizes the continued retention of the services of Andrew D. H. Rau of Unruh Turner Burke & Frees to continue to represent the Town in connection with the review and evaluation of legal issues pertaining to the application of NextG to site 20 Distributed Antenna Systems (DAS) in residential areas of unincorporated Greenburgh, at a rate not to exceed \$350.00 per hour for services invoiced through July 2013 and \$225.00 per hour for services invoiced thereafter, for an amount not to exceed an additional \$50,000, \$255,000 in total, without further authorization from the Town Board.

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

TB 2 - 11/13/13

Resolution authorizing the Town Supervisor to renew an agreement with Berkeley College to permit Berkeley College students to perform services for the Town under a Federal Work Study Program, at no cost to the Town

Attachments

TB 2013 1113 TB-2 reso Auth Berkeley College Student Services under Federal Work Study Agreement R 1112

TB 2013 1113 TB-2 data Berkeley College Federal Work Study Off-Campus Agreement version 2.1

RESOLUTION AUTHORIZING THE TOWN SUPERVISOR TO RENEW AN AGREEMENT WITH BERKELEY COLLEGE TO PERMIT BERKELEY COLLEGE STUDENTS TO PERFORM SERVICES FOR THE TOWN UNDER A FEDERAL WORK STUDY PROGRAM AT NO COST TO THE TOWN

WHEREAS, the Town of Greenburgh wishes to renew an Agreement with Berkeley College for the purpose of providing student services to the Town under a Federal work study program; and

WHEREAS, the relationship of the student and Berkeley College to the Town shall be that of independent contractors; and

WHEREAS, no partnership, joint venture or other collaborative arrangements are implied or to be inferred, and neither the student nor the College or Town are authorized to represent or bind the others; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby authorizes the Town Supervisor to renew the attached Agreement with Berkeley College to permit Berkeley College students to perform services for the Town under a Federal work study program, at no cost to the Town.



**Federal Work Study (FWS)
Off-Campus Agreement**

NAME OF ORGANIZATION: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

These Policies and Procedures are agreed upon by and between Berkeley College (the "College") and the organization listed above (the "Organization"), which is a (check one below)

- Federal or State Agency
- County or City/Borough Agency
- Private, Non-profit Organization

for the purpose of providing services to the Organization to be performed by Student, who has been deemed eligible by the College for a Title IV award under the Federal Work Study ("FWS") program.

1. Relationships

For purposes of these agreed upon Policies and Procedures, the Student shall be considered an employee of the College. The relationships of the Student to the Organization and of the College to the Organization, respectively, shall be that of independent contractors. No partnership, joint venture or other collaborative arrangements are implied or to be inferred, and neither the Student nor the respective organizations are authorized to represent or bind the others.

2. Roles and Responsibilities

(a) Role of the College

- i.** The College has the responsibility to determine whether the Student meets the eligibility requirement for employment under the FWS program, to assign the Student to work for the Organization, and to determine that the Student does, in fact, perform the work.
- ii.** The College also retains the ultimate right to control and direct any services the Student performs for the Organization.
- iii.** The College will make the Student available to perform specified services to the Organization. The College may terminate such services at any time, unconditionally and without cause or prior notice, either on its own initiative or at the request of the Organization.
- iv.** The College shall be solely responsible for compensating the Student for services rendered in accordance with the FWS program and for all payments due as an

employer's contribution under the State or local worker's compensation laws, Federal or State Social Security laws, or other applicable laws.

(b) Role of the Organization

- i. The Organization agrees that
 - a. no student assigned to perform services will be denied assignments or subjected to different treatment under this Agreement on the grounds of race, color, national origin, age or sex; and
 - b. the Organization will comply with all applicable laws and regulations, including provisions of the Civil Rights Act of 1964 (Public Law 88-352; 78 Stat. 252); Title IX of the Education Amendments of 1972 (Public Law 92-138); and the regulations of the U.S. Department of Education.
- ii. The Organization also agrees to conduct the following activities to authorize payment of earnings to the Student in accordance with the Title IV, HEA program regulations of the FWS program:
 - a. Designate a Primary Approver in an oversight capacity who, in accordance with the payroll procedures of the College, is authorized to sign the Student's payroll time sheet or approve electronic time entries;
 - b. Designate a Secondary Approver in an oversight capacity who, in accordance with the payroll procedures of the College, is authorized to sign the Student's payroll time sheet or approve electronic time entries in the absence or non-availability of the primary designee. The Secondary Approver shall be aware of the Student's employment and work hours so that such designee may approve the Student's time sheets in case the Primary Approver is unavailable;
 - c. Agree with the student and the College upon a regular schedule for the Student's performance of the assigned services that satisfies the following conditions:
 1. The scheduled time does not exceed 20 hours per week (except, during break weeks, the Student is assumed to be unable to work unless the student requests a temporary modification of the schedule, and the Primary Approver (or, if applicable, Secondary Approver) expressly approves such request, in advance, after verifying the Student's available hours with the College's FWS Coordinator. With such advance approval, the Student may be permitted to work up to 35 hours during break week.);
 2. The schedule does not permit the Student to earn compensation in excess of the Student's FWS award; and
 3. The schedule does not permit the Student to perform services at times that conflict with the Student's scheduled classes, even if the Student's instructor has cancelled the scheduled class;
 - d. Accurately certify on the required time sheet or electronic entry screen,

- 1. the number of hours during which the Student performed the assigned services, exclusive of time designated for lunch/dinner breaks in excess of fifteen (15) minutes and other periods of non-work, and
- 2. that such hours satisfied the conditions set forth in (c);
- e. Promptly notify the College of any material changes in the Student's regular schedule for the performance of the assigned services;
- f. Notify the Institution if/when the Student, without notice, does not report as scheduled in excess of one (1) day.

3. Non-Compliance

Strict compliance with the requirements set forth in these agreed upon Policies and Procedures is a condition of participation in the FWS program at Berkeley College. In the sole discretion of the College, serious or repeated instances of non-compliance with agreed upon Policies and Procedures or other FWS program rules or directives by either the Student or the Organization, including (but not limited to) submission of false information or failure to fulfill any of the obligations set forth in these agreed upon Policies and Procedures or in applicable laws or regulations, may result in temporary or permanent exclusion of the Student and/or the Organization from further participation in the College's FWS program; the College's refusal to disburse FWS funds upon submission of time records; suspension or dismissal of the Student from the College; reporting of the circumstances to appropriate Federal authorities; or imposition by the College of other disciplinary measures, terms, conditions or penalties.

BERKELEY COLLEGE:

SIGNED: _____ **DATE:** _____
NAME (print): _____ **TITLE:** _____

ACCEPTED AND AGREED:

ORGANIZATION _____
SIGNED: _____ **DATE:** _____
NAME (print): _____ **TITLE:** _____

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

AT 1 - 11/13/13

Resolution approving the retention of Thomas Troetti, Esq., as outside counsel, at a rate not to exceed \$150 per hour for out-of-court legal services and \$200 per hour for in-court legal services, to represent individual Greenburgh Police Officer defendants in the matter of Moreno v. Town of Greenburgh, et al., for an amount not to exceed \$25,000

Attachments

TB 2013 1113 AT-1 reso Retain Troetti as Outside Counsel re Moreno v TOG R 1113

RESOLUTION APPROVING THE RETENTION OF THOMAS TROETTI, ESQ., AS OUTSIDE COUNSEL, AT A RATE NOT TO EXCEED \$150 PER HOUR FOR OUT-OF-COURT LEGAL SERVICES AND \$200 PER HOUR FOR IN-COURT LEGAL SERVICES, TO REPRESENT INDIVIDUAL GREENBURGH POLICE OFFICER DEFENDANTS IN THE MATTER OF MORENO v. TOWN OF GREENBURGH, ET AL., FOR AN AMOUNT NOT TO EXCEED \$25,000

WHEREAS, the Town of Greenburgh, the Greenburgh Police Department and named and unnamed Greenburgh Police Officers are defendants in a lawsuit brought by Plaintiff Karen Moreno, in United States District Court for the Southern District of New York, Civil Action No.: 13 CV 7101, commenced on October 7, 2013; and

WHEREAS, an answer on behalf of the individual police officer defendants to the allegations in Plaintiff's complaint is due shortly; and

WHEREAS, individual police officer defendants have requested, pursuant to the Code of the Town of Greenburgh, Section 560-2, that they be represented in this matter by attorney Thomas Troetti; and

WHEREAS, the Town Attorney's Office believes that the prompt retention of outside counsel in this case on behalf of individual police officer defendants is appropriate under the circumstances; and

WHEREAS, the Town has a contract of insurance policy relating to this matter with both HCC Public Risk Claim Service, Inc., and Travelers Insurance Company, pursuant to which the Town has a \$75,000.00 self-insured retention and the companies are responsible for any expenses to the Town arising out of this matter which exceed the self-insured retentions;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby approves the appointment of Thomas Troetti, Esq., as counsel for individual police officer defendants in the above referenced matter, at a rate not to exceed \$150 per hour for out-of-court representation and \$200 per hour for in-court representation, for an amount not to exceed \$25,000.

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

AT 2 - 11/13/13

Resolution approving the retention of Thomas Troetti, Esq., as outside counsel, at a rate not to exceed \$150 per hour for out-of-court legal services and \$200 per hour for in-court legal services, to represent individual Greenburgh Police Officer Defendants in the matter of Marom v. Town of Greenburgh, et al., for an amount not to exceed \$25,000

Attachments

TB 2013 1113 AT-2 reso Retain Troetti as Outside Counsel re Marom v TOG R 1113

RESOLUTION APPROVING THE RETENTION OF THOMAS TROETTI, ESQ., AS OUTSIDE COUNSEL, AT A RATE NOT TO EXCEED \$150 PER HOUR FOR OUT-OF-COURT LEGAL SERVICES AND \$200 PER HOUR FOR IN-COURT LEGAL SERVICES, TO REPRESENT INDIVIDUAL GREENBURGH POLICE OFFICER DEFENDANTS IN THE MATTER OF MAROM v. TOWN OF GREENBURGH, ET AL., FOR AN AMOUNT NOT TO EXCEED \$25,000

WHEREAS, the Town of Greenburgh and named and unnamed Greenburgh Police Officers are defendants in a lawsuit brought by Plaintiff Michael Marom, in United States District Court for the Southern District of New York, Civil Action No.: 13 CV 4733, commenced on July 9, 2013; and

WHEREAS, an answer on behalf of individual police officers defendants to the allegations in Plaintiff's complaint is due shortly; and

WHEREAS, individual police officer defendants have requested, pursuant to the Town Code of the Town of Greenburgh, Section 560-2, that they be represented in this matter by attorney Thomas Troetti; and

WHEREAS, the Town Attorney's Office believes that the prompt retention of outside counsel in this case on behalf of individual police officer defendants is appropriate under the circumstances; and

WHEREAS, the Town has a contract of insurance policy for the year 2012 with The Saint Paul Guardian Insurance Company ("Travelers"), pursuant to which the Town has a \$75,000.00 self-insured retention and the companies are responsible for any expenses to the Town arising out of this matter which exceed the self-insured retention;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby approves the appointment of Thomas Troetti, Esq., as counsel for individual police officer defendants in the above-referenced matter, at a rate not to exceed \$150 per hour for out-of-court representation and \$200 per hour for in-court representation, for an amount not to exceed \$25,000.

Attorney

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

AT 3 - 11/13/13

Resolution authorizing Valuation Plus, Inc. be retained as Real Estate Appraiser for various properties, at a total cost not to exceed \$9,140

Attachments

TB 2013 1113 AT-3 reso Auth Valuation Plus, various R 1109

RESOLUTION AUTHORIZING VALUATION PLUS, INC. BE RETAINED AS REAL ESTATE APPRAISER FOR VARIOUS PROPERTIES, AT A TOTAL COST NOT TO EXCEED \$9,140

WHEREAS, petitions have been filed by the property owners listed below challenging the real property tax assessments on the Town's assessment roll with respect to the parcels listed below; and

WHEREAS, petitioners' court challenges are now pending in Supreme Court, Westchester County; and

WHEREAS, the Town Attorney's Office, in connection with defending these tax assessments, does not need full appraisals at this time but does require a preliminary valuation and assessment analysis for the tax years in question; and

WHEREAS, Valuation Plus, Inc. has performed such services for the Town in a satisfactory manner for the past several years and has agreed to provide the required reports at the fees listed below; and

WHEREAS, Deputy Town Attorney Peter Carparelli recommends that Valuation Plus, Inc. be retained to perform these services;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby authorizes the Town Attorney to retain Valuation Plus, Inc. to timely perform a preliminary valuation and assessment analysis for each of the following properties at a cost not to exceed the amounts shown:

<u>Property Owner</u>	<u>Address</u>	<u>Amount</u>
Judscott Executive	2268 Saw Mill River Rd.	\$2,450
Keane	1 Bridge Street/Ashford Ave.	\$2,880
Hartsdale Village Square	212 E. Hartsdale Ave	\$2,610
Sal Rose, Inc.	5 Prospect Ave.	\$1,200

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

AT 4 - 11/13/13

Resolution authorizing tax certiorari settlement with petitioner Hartsdale Avenue Office Associates a/k/a Station Plaza Associates for property located at 250 East Hartsdale Avenue. The Town's share of the refund is \$25,374±; the Greenburgh Central School District's share is \$56,593±; the Edgemont Union Free School District's share is \$10,836±; the County's share is \$16,284±; the Bronx Valley Sewer District's share is \$2,376±; Hartsdale Fire District's share is \$20,913±; the Consolidated Sewer Mtc. District's share is \$626±. Refunds from all sources total \$133,002±.

Attachments

TB 2013 1113 AT-4 reso Settle Hartsdale Ave Office Assoc Tax Cert Amended 1113

TB 2013 1113 AT-4 data Hartsdale Ave Office Tax Cert School Dist Ltr

TB 2013 1113 AT-4 dataHartsdale Ave Office Tax Cert Spreadsheet

**RESOLUTION AUTHORIZING TAX CERTIORARI SETTLEMENT
WITH PETITIONER HARTSDALE AVENUE OFFICE ASSOCIATES
AKA STATION PLAZA ASSOCIATES FOR PROPERTY
LOCATED AT 250 EAST HARTSDALE AVENUE**

WHEREAS, petitions have been filed by the property owner below challenging real property tax assessments on the Town's assessment roll; and

WHEREAS, petitioner's court challenges are now pending in Supreme Court, Westchester County; and

WHEREAS, the Town and property owner have reached a mutually agreeable resolution; and

WHEREAS, the Town commissioned the preparation of a preliminary analysis, a copy of which was provided to the Greenburgh Central School District and the Edgemont Union Free School District, which analysis was utilized in the settlement process; and

WHEREAS, the School Districts within which the subject parcel is located have intervened in this matter and have approved the proposed settlement (see attached letters, dated October 25, 2013 and November 1, 2013); and

WHEREAS, the Town Board has had an opportunity to review the Town Attorney's file on this matter and has been satisfied that the proposed settlement is deemed to be just, reasonable and in the interest of the Town of Greenburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby authorizes the Town Attorney to execute for the property listed below the following settlement on behalf of the Town and all Special Districts at revised assessments of no less than the following amounts:

<u>Petitioner</u>	<u>Address/Description</u>	<u>Years</u>
Hartsdale Avenue Office Assoc. aka Station Place Associates	250 East Hartsdale Avenue Section 8.360, Block 259, Lot1..SE, SG Acct# 8517150-A,B	2008 - 2013

<u>Assessment Year</u>	<u>Assessment</u>	<u>Revised Assessment</u>	<u>Reduction</u>
2008	138,450	128,500	9,950
2009	138,450	121,000	17,450
2010	138,450	122,000	16,450
2011	138,450	108,000	30,450
2012	138,450	105,000	33,450
2013	138,450	105,000	33,450

The Town's share of the refund is \$25,374±; the Greenburgh Central School District's share is \$56,593±; the Edgemont Union Free School District's share is \$10,836±; the County's share is \$16,284±; the Bronx Valley Sewer District's share is \$2,376±; Hartsdale Fire District's share is \$20,913±; the Consolidated Sewer Mtc. District's share is \$626±. Refunds from all sources total \$133,002±. (Please refer to the attached spreadsheet.)

KEANE & BEANE P.C.
ATTORNEYS AT LAW

- Main Office
445 Hamilton Avenue
White Plains, NY 10601
Phone 914.946.4777
Fax 914.946.6868
- Mid-Hudson Office
200 Westage Business Center
Fishkill, NY 12524
Phone 845.896.0120

October 25, 2013

JUDSON K. SIEBERT
Principal Member
jsiebert@kblaw.com

VIA EMAIL pcarparelli@greenburghny.com

Peter Carparelli, Esq.
Deputy Town Attorney
Town of Greenburgh
177 Hillside Avenue
Greenburgh, New York 10607

Re: *Mtr. of Hartsdale Avenue Office Assoc., LLC v.*
Assessor of the Town of Greenburgh, et al.
(Sup. Ct. West. Co. Index Nos. 21826/08, et seq.)

Dear Peter:

The proposed settlement of the above-referenced tax certiorari litigation was approved by the Board of Education of the Greenburgh Central School District No. 7 on October 15, 2013.

I enclose a copy of the Resolution adopted by the Board of Education accepting the terms of this settlement. Although the enclosed copy is taken from draft minute of the Board's October 15, 2013 meeting, the District Clerk has confirmed this approving Resolution was adopted. In light of this Resolution, the proposed settlement may be presented to the Town Board for approval.

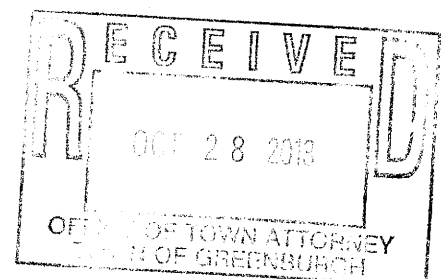
Please contact me after the Town Board has acted on this settlement, or if you need additional documentation concerning the Resolution adopted by the Board of Education. I appreciate your attention and assistance in this matter.

Very truly yours,


Judson K. Siebert

JKS/mq
Enclosure

cc: Ms. Ellen Franzese (Via Email efranzese@greenburghny.com)
Jeffrey S. Rodner, Esq. (Via Email jsrodner@aol.com)



Hartsdale Avenue Office
8517150-A,B

Greenburgh Central 7

Ass Year	Tax Year	Contest Assment	Settled Assment	Amt. Reduc.	Town Rate	Town Refund	County Rate	County Refund	C Sw Rate	Con Swr Refund	County Refuse	Co. Ref. Refund	Bnx V. Sewer	Bnx V. Refund	Htsd. Rate	Htsd. Refund	G7 Rate	G7 Refund	TOTAL REFUND
2008	2009	120,800	112,100	8,700	157.01	\$1,365.99	98.280	\$855.04	2.750	\$23.75	\$9.30	\$80.91	16,670	\$127.63	131.16	\$1,141.13	\$396.11	\$3,446.16	\$7,040.60
2009	2010	120,800	104,700	16,100	167.77	\$2,701.10	104.130	\$1,676.49	3.960	\$63.76	\$9.93	\$159.87	16,330	\$262.91	131.87	\$2,123.11	\$415.33	\$6,668.81	\$13,674.05
2010	2011	120,800	106,450	14,350	175.17	\$2,513.69	101.060	\$1,450.21	4.100	\$58.84	\$9.85	\$141.35	16,260	\$233.33	137.16	\$1,968.25	\$441.36	\$6,333.52	\$12,699.18
2011	2012	120,800	94,200	26,600	180.41	\$4,798.99	104.450	\$2,778.37	4.100	\$109.06	\$10.19	\$271.05	16,760	\$445.82	148.97	\$3,962.60	\$458.98	\$12,208.87	\$24,574.76
2012	2013	120,800	91,600	29,200	186.98	\$5,459.82	107.724	\$3,145.54	5.050	\$147.46	\$10.50	\$306.60	17,450	\$509.54	157.17	\$4,589.36	\$478.04	\$13,958.77	\$28,117.09
2013	2014	120,800	91,600	29,200	186.98	\$5,459.82	107.724	\$3,145.54	5.050	\$147.46	\$10.50	\$306.60	17,450	\$509.54	157.17	\$4,589.36	\$478.04	\$13,958.77	\$28,117.09
				\$124,150		\$22,299		\$13,051		\$550		\$1,266		\$2,089		\$18,374		\$56,593	\$114,223

Edgemont UFSD

Ass Year	Tax Year	Contest Assment	Settled Assment	Amt. Reduc.	Town Rate	Town Refund	County Rate	County Refund	C Sw Rate	Con Swr Refund	County Refuse	Co. Ref. Refund	Bnx V. Sewer	Bnx V. Refund	Htsd. Rate	Htsd. Refund	Edgmt Rate	Edgmt Refund	TOTAL REFUND
2008	2009	17,650	16,400	1,250	157.01	\$196.26	98.280	\$122.85	2.730	\$3.41	\$9.30	\$11.63	14,670	\$18.34	131.16	\$163.96	\$591.05	\$738.81	\$1,255.26
2009	2010	17,650	16,300	1,350	167.77	\$226.49	104.130	\$140.58	3.960	\$5.35	\$9.93	\$13.41	16,330	\$22.05	131.87	\$178.02	\$606.93	\$819.36	\$1,405.24
2010	2011	17,650	15,550	2,100	175.17	\$367.86	101.060	\$212.23	4.100	\$8.61	\$9.85	\$20.69	16,260	\$34.15	137.16	\$288.04	\$619.30	\$1,300.53	\$2,232.09
2011	2012	17,650	13,800	3,850	180.41	\$694.59	104.450	\$402.13	4.100	\$15.79	\$10.19	\$39.23	16,760	\$64.53	148.97	\$573.53	\$636.04	\$2,448.77	\$4,238.57
2012	2013	17,650	13,400	4,250	186.98	\$794.67	107.724	\$457.83	5.050	\$21.46	\$10.50	\$44.63	17,450	\$74.16	157.17	\$667.97	\$650.41	\$2,764.24	\$4,824.96
2013	2014	17,650	13,400	4,250	186.98	\$794.67	107.724	\$457.83	5.050	\$21.46	\$10.50	\$44.63	17,450	\$74.16	157.17	\$667.97	\$650.41	\$2,764.24	\$4,824.96
				\$17,050		\$3,075		\$1,793		\$76		\$174		\$287		\$2,539		\$10,836	\$18,761

TOTALS: 25,374 14,844 626 1,440 2,376 20,913 67,429 133,002

WARNING DISCLAIMER: These calculations have been prepared by the Town as a guide and are intended for internal use only. The Town makes no representation of accuracy. YOU MUST INDEPENDENTLY VERIFY THE ACCURACY OF ANY NUMBERS OR CALCULATIONS CONTAINED ON THIS PAGE.

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

AT 5 - 11/13/13

Resolution authorizing tax certiorari settlement with petitioner Apple Bank for Savings for property located at 1075 Central Avenue. The Town's share of the refund is \$74,310±; the Edgemont Union Free School District's share is \$263,339±; the County's share is \$47,871±; the Bronx Valley Sewer District's share is \$6,958±; Greenville Fire District's share is \$44,062±; the Consolidated Sewer Mtc. District's share is \$1,796±. Refunds from all sources total \$438,336±.

Attachments

TB 2013 1113 AT-5 reso Settle Apple Bank 1075 CPA Tax Cert Amended 1113

TB 2013 1113 AT-5 data Apple Bank Tax Cert School Dist Ltr

TB 2013 1113 AT-5 data Apple Bank Tax Cert Spreadsheet

**RESOLUTION AUTHORIZING TAX CERTIORARI SETTLEMENT
WITH PETITIONER APPLE BANK FOR SAVINGS
FOR PROPERTY LOCATED AT 1075 CENTRAL AVENUE**

WHEREAS, petitions have been filed by the property owner below challenging real property tax assessments on the Town's assessment roll; and

WHEREAS, petitioner's court challenges are now pending in Supreme Court, Westchester County; and

WHEREAS, the Town and property owner have reached a mutually agreeable resolution; and

WHEREAS, the Town commissioned the preparation of a preliminary analysis, a copy of which was provided to the Edgemont Union Free School District, which analysis was utilized in the settlement process; and

WHEREAS, the School District within which the subject parcel is located has intervened in this matter and has approved the proposed settlement (see attached letter, dated October 9, 2013); and

WHEREAS, the Town Board has had an opportunity to review the Town Attorney's file on this matter and has been satisfied that the proposed settlement is deemed to be just, reasonable and in the interest of the Town of Greenburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby authorizes the Town Attorney to execute for the property listed below the following settlement on behalf of the Town and all Special Districts at revised assessments of no less than the following amounts:

<u>Petitioner</u>	<u>Address/Description</u>	<u>Years</u>
Apple Bank For Savings	1075 Central Park Avenue Section 8.590, Block 405, Lot 3 Acct# 8533750	2007 - 2013

<u>Assessment Year</u>	<u>Assessment</u>	<u>Revised Assessment</u>	<u>Reduction</u>
2007	437,250	437,250	0
2008	501,350	450,000	51,350
2009	501,350	450,000	51,350
2010	501,350	430,000	71,350
2011	501,350	425,000	76,350
2012	501,350	420,000	81,350
2013	501,350	415,000	86,350

The Town's share of the refund is \$74,310±; the Edgemont Union Free School District's share is \$263,339±; the County's share is \$47,871±; the Bronx Valley Sewer District's share is \$6,958±; Greenville Fire District's share is \$44,062±; the Consolidated Sewer Mtc. District's share is \$1,796±. Refunds from all sources total \$438,336±. (Please refer to the attached spreadsheet.)

IRA S. LEVY
Attorney at Law
173 Ivy Hill Lane
Rye Brook, New York 10573
Phone: (914) 329-0297
Fax: (914) 939-5389
Email: iralevy.esq@verizon.net

October 9, 2013

Peter Carparelli, Esq.
Deputy Town Attorney
Town of Greenburgh
Town Hall
177 Hillside Avenue
Greenburgh, New York 10607

RE: Apple Bank
Proposed Tax Certiorari Settlement
1075 Central Avenue
Tax ID:8.590-405-3

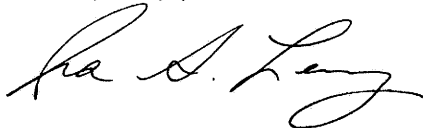
Dear Peter:

The Edgemont Union Free School District has no objection to the Town approving the proposed settlement in this matter.

Please have the Town Board consider the proposed settlement at its earliest opportunity.

Please do not hesitate to contact me with any questions.

Very truly yours,



Ira S. Levy

cc: Dr. Victoria S. Kniewel, Superintendent
Susan Shirken, Assistant Superintendent

Apple Bank
8533750

Assmt	Tax	Contest.	Settled	Amt.	Town	Town	County	County	Con Sw	Con Swr	County	Co. Ref.	Bnx V.	Bnx V.	Gnvl FD	Gnvl FD	Edgmt	Edgmt	TOTAL
Year	Year	Assment	Assment	Reduc.	Rate	Refund	Rate	Refund	Rate	Refund	Refuse	Refund	Sewer	Refund	Rate	Refund	Rate	Refund	REFUND
2007	2008	437,250	437,250	0	146.18	\$0.00	96.902	\$0.00	2.490	\$0.00	\$9.30	\$0.00	13,900	\$0.00	95.50	\$0.00	\$578.95	\$0.00	\$0.00
2008	2009	501,350	450,000	51,350	157.08	\$8,066.06	98.280	\$5,046.68	2.730	\$140.19	\$9.30	\$477.56	14,670	\$753.30	98.24	\$5,044.37	\$591.05	\$30,350.42	\$49,878.57
2009	2010	501,350	450,000	51,350	167.77	\$8,614.99	104.130	\$5,347.08	3.960	\$203.35	\$9.92	\$509.39	16,330	\$838.55	100.19	\$5,144.76	\$606.93	\$31,165.86	\$51,823.96
2010	2011	501,350	430,000	71,350	175.17	\$12,498.38	101.060	\$7,210.63	4.100	\$292.54	\$9.83	\$701.37	16,260	\$1,160.15	102.18	\$7,290.54	\$619.30	\$44,187.06	\$73,340.67
2011	2012	501,350	425,000	76,350	180.41	\$13,774.30	104.450	\$7,974.76	4.100	\$313.04	\$10.19	\$778.01	16,760	\$1,279.63	105.94	\$8,088.52	\$636.04	\$48,561.65	\$80,769.90
2012	2013	501,350	420,000	81,350	186.98	\$15,210.82	107.720	\$8,763.02	5.050	\$410.82	\$10.50	\$854.18	17,450	\$1,419.56	110.28	\$8,971.28	\$650.41	\$52,910.85	\$88,540.53
2013	2014	501,350	415,000	86,350	186.98	\$16,145.72	107.720	\$9,301.62	5.050	\$436.07	\$10.50	\$906.68	17,450	\$1,506.81	110.28	\$9,522.68	\$650.41	\$56,162.90	\$93,982.48
				\$418,100		\$74,310		\$43,644		\$1,796		\$4,227		\$6,958		\$44,062		\$263,339	\$438,336

WARNING DISCLAIMER: These calculations have been prepared by the Town as a guide and are intended for internal use only. The Town makes no representation of accuracy. YOU MUST INDEPENDENTLY VERIFY THE ACCURACY OF ANY NUMBERS OR CALCULATIONS CONTAINED ON THIS PAGE.

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

AT 6 - 11/13/13

Resolution authorizing tax certiorari settlement with petitioner 89 Church St. LLC for property located at 89 Church Street. The Town's share of the refund is \$55±; the Tarrytown Union Free School District's share is \$3,006±; the County's share is \$518±; the Saw Mill Valley Sewer District's share is \$79±; Refunds from all sources total \$3,657±.

Attachments

TB 2013 1113 AT-6 reso Settle 89 Church St LLC Tax Cert R 1109

TB 2013 1113 AT-6 data 89 Church St Tax Cert School Dist Ltr

TB 2013 1113 AT-6 data 89 Church St Tax Cert Spreadsheet

**RESOLUTION AUTHORIZING TAX CERTIORARI SETTLEMENT
WITH PETITIONER 89 CHURCH ST. LLC
FOR PROPERTY LOCATED AT 89 CHURCH STREET**

WHEREAS, petitions have been filed by the property owner below challenging real property tax assessments on the Town's assessment roll; and

WHEREAS, petitioner's court challenges are now pending in Supreme Court, Westchester County; and

WHEREAS, the Town and property owner have reached a mutually agreeable resolution; and

WHEREAS, the Town commissioned the preparation of a preliminary analysis, a copy of which was provided to the Tarrytown Union Free School District, which analysis was utilized in the settlement process; and

WHEREAS, the School District within which the subject parcel is located has intervened in this matter and has approved the proposed settlement (see attached letter, dated October 7, 2013); and

WHEREAS, the Town Board has had an opportunity to review the Town Attorney's file on this matter and has been satisfied that the proposed settlement is deemed to be just, reasonable and in the interest of the Town of Greenburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby authorizes the Town Attorney to execute for the property listed below the following settlement on behalf of the Town and all Special Districts at revised assessments of no less than the following amounts:

<u>Petitioner</u>	<u>Address/Description</u>	<u>Years</u>
89 Church St. LLC	89 Church Street Section 1.100, Block 065, Lot 81 Acct# 1300400	2008 - 2012

<u>Assessment Year</u>	<u>Assessment</u>	<u>Revised Assessment</u>	<u>Reduction</u>
2008	19,350	19,350	0
2009	19,350	17,700	1,650
2010	19,350	19,350	0
2011	19,350	18,075	1,275
2012	19,350	17,800	1,550

The Town's share of the refund is \$55±; the Tarrytown Union Free School District's share is \$3,006±; the County's share is \$518±; the Saw Mill Valley Sewer District's share is \$79±; Refunds from all sources total \$3,657±. (Please refer to the attached spreadsheet.)

Law Offices of
JOHN F. BURKHARDT
150 White Plains Road
Suite 310
Tarrytown, New York 10591

Tel. (914) 289-0200
Fax (203) 659-3023
jburkhardtflaw@optonline.net

October 7, 2013

Ms. Ellen Franzese
Law Department
Town of Greenburgh
177 Hillside Avenue
Greenburgh, New York 10607

Re: 89 Church Street, LLC v. Town of Greenburgh
and Union Free School District of the Tarrytowns

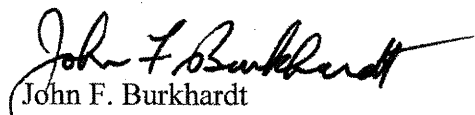
Dear Ellen:

This is to advise you that the Board of Education of the Union Free School District of the Tarrytowns approved the proposed settlement in the above-referenced matter (assessment years 2008 -2012). Accordingly, please submit the settlement proposal to the Town Board for their action.

I believe that Peter Carparelli has the Consent Judgments. I received a copy of the transmittal letter to him from Bill Yurus.

Thank you for your cooperation.

Very truly yours,


John F. Burkhardt

JFB/ad
Encl.

cc: Peter Carparelli, Esq. (via email)
William Yurus, Esq. (via email)
Mr. John J. Staiger (via email)

89 Church St. LLC
1300400

ASSMT YEAR	TAX YEAR	CONTEST. ASSESS.	SETLD. ASSESS.	AMT. RED.	TOWN RATE	TOWN REFUND	CTY RATE	CTY REFUND	CTY REF RATE	CTY REFUND	SMV RATE	SMV REFUND	TARRY SCHL	TARRY REFUND	TOTAL REFUND
2008	2009	19,350	19,350	0	4.62	\$0.00	98.284	\$0.00	9.300	\$0.00	16.980	\$0.00	632.03	\$0.00	\$0.00
2009	2010	19,350	17,700	1,650	7.64	\$12.61	104.130	\$171.81	9.900	\$16.34	17.170	\$28.33	624.53	\$1,030.47	\$1,259.56
2010	2011	19,350	19,350	0	14.33	\$0.00	101.060	\$0.00	9.850	\$0.00	17.450	\$0.00	674.09	\$0.00	\$0.00
2011	2012	19,350	18,075	1,275	14.82	\$18.90	104.450	\$133.17	10.190	\$12.99	17.450	\$22.25	690.17	\$879.97	\$1,067.28
2012	2013	19,350	17,800	1,550	15.26	\$23.65	107.720	\$166.97	10.500	\$16.28	18.060	\$27.99	706.73	\$1,096.43	\$1,330.32
				\$4,475		\$55		\$472		\$46		\$79		\$3,006	\$3,657.16

WARNING DISCLAIMER: These calculations have been prepared by the Town as a guide and are intended for internal use only. The Town makes no representation of accuracy. YOU MUST INDEPENDENTLY VERIFY THE ACCURACY OF ANY NUMBERS OF CALCULATIONS CONTAINED ON THIS PAGE.

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

AT 7 - 11/13/13

Resolution authorizing tax certiorari settlement with petitioner Greenburgh Shopping Center Realty Associates for property located at 77-97 Knollwood Road. The Town's share of the refund is \$27,084±; the Greenburgh Central School District's share is \$68,104±; the County's share is \$17,655±; the Bronx Valley Sewer District's share is \$2,566±; Fairview Fire District's share is \$20,535±; the Consolidated Sewer Mtc. District's share is \$653±. Refunds from all sources total \$136,597±.

Attachments

TB 2013 1113 AT-7 reso Settle Greenburgh Shopping Center Assoc Tax Cert R 1109

TB 2013 1113 AT-7 data Greenburgh Shopping Tax Cert School Dist Ltr

TB 2013 1113 AT-7 data Greenburgh Shopping Tax Cert Spreadsheet

**RESOLUTION AUTHORIZING TAX CERTIORARI SETTLEMENT
WITH PETITIONER GREENBURGH SHOPPING CENTER REALTY
ASSOCIATES FOR PROPERTY LOCATED AT 77-97 KNOLLWOOD ROAD**

WHEREAS, petitions have been filed by the property owner below challenging real property tax assessments on the Town's assessment roll; and

WHEREAS, petitioner's court challenges are now pending in Supreme Court, Westchester County; and

WHEREAS, the Town and property owner have reached a mutually agreeable resolution; and

WHEREAS, the Town commissioned the preparation of a preliminary analysis, a copy of which was provided to the Greenburgh Central School District, which analysis was utilized in the settlement process; and

WHEREAS, the School Districts within which the subject parcel is located has intervened in this matter and has approved the proposed settlement (see attached letter, dated July 12, 2013 and November 1, 2013); and

WHEREAS, the Town Board has had an opportunity to review the Town Attorney's file on this matter and has been satisfied that the proposed settlement is deemed to be just, reasonable and in the interest of the Town of Greenburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby authorizes the Town Attorney to execute for the property listed below the following settlement on behalf of the Town and all Special Districts at revised assessments of no less than the following amounts:

<u>Petitioner</u>	<u>Address/Description</u>	<u>Years</u>
Greenburgh Shopping Center Realty Associates	77-97 Knollwood Road Section 7.540, Block 326, Lot 1 Acct# 7288350	2009 - 2012

<u>Assessment Year</u>	<u>Assessment</u>	<u>Revised Assessment</u>	<u>Reduction</u>
2009	300,000	236,000	64,000
2010	300,000	268,000	32,000
2011	300,000	272,800	27,200
2012	300,000	268,800	31,200

The Town's share of the refund is \$27,084±; the Greenburgh Central School District's share is \$68,104±; the County's share is \$17,655±; the Bronx Valley Sewer District's share is \$2,566±; Fairview Fire District's share is \$20,535±; the Consolidated Sewer Mtc. District's share is \$653±. Refunds from all sources total \$136,597±. (Please refer to the attached spreadsheet.)

KEANE & BEANE P.C.
ATTORNEYS AT LAW

■ Main Office
445 Hamilton Avenue
White Plains, NY 10601
Phone 914.946.4777
Fax 914.946.6868

■ Mid-Hudson Office
200 Westage Business Center
Fishkill, NY 12524
Phone 845.896.0120

July 12, 2013

JUDSON K. SIEBERT
Principal Member
jsiebert@kblaw.com

VIA EMAIL pcarparelli@greenburghny.com

Peter Carparelli, Esq.
Deputy Town Attorney
Town of Greenburgh
177 Hillside Avenue
Greenburgh, New York 10607

Re: *Mtr. of Greenburgh Shopping Center Associates v.*
Assessor of the Town of Greenburgh, et al.
(Sup. Ct. West. Co. Index Nos. 21778/10, et seq.)

Dear Peter:

The proposed settlement of the above-referenced tax certiorari proceedings was approved by the Board of Education of the Greenburgh Central School District No. 7 on June 4, 2013.

I enclose a copy of the Resolution adopted by the Board of Education accepting the terms of this settlement. The enclosed copy is taken from an excerpt of the approved minutes of the Board's June 4th meeting, which were provided by the District Clerk.

I submit the enclosed so that the proposed settlement may be presented to the Town Board for approval.

Please contact me after the Town Board has acted on this settlement, or if you need additional documentation concerning the Resolution adopted by the Board of Education. I appreciate your attention and assistance in this matter.

Very truly yours,


Judson K. Siebert

JKS/mq
Enclosure

cc: Ms. Ellen Franzese (Via Email efranzese@greenburghny.com)
William Sulzer, Esq. (Via Email wes@gcbslaw.com)

Greenburgh Shopping Center
#7288350

Assmt Year	Tax Year	Contest Assmt	Settled Assmt	Amt. Reduc.	Town Rate	Town Refund	County Rate	County Refund	Con Sw Rate	Con Swr Refund	County Refuse	Co. Ref. Refund	Bnx V. Sewer	Bnx V. Refund	Fw FD Rate	Fw FD Refund	G7 Rate	G7 Refund	TOTAL REFUND
2009	2010	300,000	236,000	64,000	167.77	\$10,737.28	104.130	\$6,664.32	3.960	\$253.44	\$9.92	\$634.88	16.330	\$1,045.12	128.65	\$8,233.60	\$415.33	\$26,581.12	\$54,149.76
2010	2011	300,000	268,000	32,000	175.17	\$5,605.44	101.060	\$3,233.92	4.090	\$130.88	\$9.85	\$315.20	16.260	\$520.32	129.48	\$4,143.36	\$441.36	\$14,123.52	\$28,072.64
2011	2012	300,000	272,800	27,200	180.41	\$4,907.15	104.450	\$2,841.04	4.100	\$111.52	\$10.19	\$277.17	16.760	\$455.87	134.89	\$3,669.01	\$458.98	\$12,484.26	\$24,746.02
2012	2013	300,000	268,800	31,200	186.98	\$5,833.78	107.720	\$3,360.86	5.050	\$157.56	\$10.50	\$327.60	17.450	\$544.44	143.88	\$4,489.06	\$478.04	\$14,914.85	\$29,628.14
				\$154,400		\$27,084		\$16,100		\$653		\$1,555		\$2,566		\$20,535		\$68,104	\$136,597

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Attorney

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

AT 8 - 11/13/13

Resolution authorizing entering into a consent order with, and settlement of a claim by, the New York State Department of Environmental Conservation ("DEC"), for an amount not to exceed \$7,500, relating to registration and inspection violations at the Rumbrook Pump Station

Attachments

TB 2013 1113 AT-8 reso Auth DEC Consent Order Re Rumbrook Pump Station R 1112

RESOLUTION AUTHORIZING ENTERING INTO A CONSENT ORDER WITH, AND SETTLEMENT OF A CLAIM BY, THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (“DEC”), FOR AN AMOUNT NOT TO EXCEED \$7,500, RELATING TO ALLEGED REGISTRATION AND INSPECTION VIOLATIONS AT THE RUMBROOK PUMP STATION

WHEREAS, the New York State Department of Environmental Conservation (“DEC”) is responsible for the administration and enforcement of laws and regulations pursuant to Article 40 of the New York State Environmental Conservation Law (“ECL”); and

WHEREAS, on July 30, 2013, the DEC documented several alleged violations by the Town at Consolidated Water District No. 1, located at the Rumbrook Pump Station, pertaining primarily to underground storage tank registration and modifications, inspections of above-ground storage tanks and piping systems, and establishing a Spill Prevention Report; and

WHEREAS, in response to the violations alleged by the DEC, the Town contracted Malcolm Pirnie Arcadis to review conditions, and prepare necessary plans and reports to the DEC addressing the outstanding alleged violations; and

WHEREAS a settlement has been proposed and recommended whereby the Town would pay a civil penalty in the amount of Twenty-Thousand Dollars (\$20,000), of which the Town would enter into a Consent Order with the DEC in which the Town would be assessed a penalty in the amount of Seven Thousand Five Hundred Dollars (\$7,500) in satisfaction of the alleged violations with the remaining amount of Twelve Thousand Five Hundred Dollars (\$12,500) suspended provided the Town adheres to the terms and conditions of the Order; and

WHEREAS, the Town Board, in consultation with the Department of Public Works and the Town Attorney’s Office, is satisfied that such a proposed resolution is deemed to be just, reasonable and in the interest of the Town;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the entering into a Consent Order with, and the payment of a penalty in an amount not to exceed \$7,500 to, the New York State Department of Environmental Conservation (“DEC”), in settlement of alleged facility registration and inspection violations at the Town’s Consolidated Water District No.1.

Town Clerk

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

CL 1 - 11/13/13

Resolution setting a Public Hearing 7:30 PM, Monday, November 25, 2013, to consider the 2014 Preliminary Budget

Attachments

Resolution setting PH for 2014 Budget

**RESOLUTION SETTING A PUBLIC HEARING 7:30 PM, MONDAY,
NOVEMBER 25, 2013, TO CONSIDER THE 2014 PRELIMINARY BUDGET**

WHEREAS, New York State Town Law establishes deadlines for the preparation, filing and adoption of an annual Town budget and has published unique deadlines, listed below, for towns in two specific NYS counties, Westchester County and Monroe County; and

WHEREAS, pursuant to NYS Town Law § 106(2), no later than October 30, 2013, the Town of Greenburgh's Chief Fiscal Officer, the Town Supervisor, is required to file the 2014 Tentative Budget with the Town Clerk; and

WHEREAS, pursuant to NYS Town Law § 106(3), no later than November 10, 2013, the Town Clerk is required to submit the 2014 Tentative Budget to the entire Town Board (the Town Supervisor and four Town Councilmembers) for its consideration and, by majority vote, modification; and

WHEREAS, pursuant to NYS Town Law § 106(4), the Town Board is required to prepare and file with the Town Clerk the 2014 Preliminary Budget, which is the name given the Supervisor's Tentative Budget as modified, if warranted, by majority vote by the Town Board; and

WHEREAS, a Public Hearing must be held on the Preliminary Budget; and

WHEREAS, pursuant to NYS Town Law § 108, at least five days notice must be given of the Preliminary Budget Public Hearing, a hearing that must commence by December 10, 2013; and

WHEREAS, the duly held Public Hearing on the Preliminary Budget may be adjourned to one or more subsequent meeting dates, but no later than December 15, 2013; and

WHEREAS, pursuant to NYS Town Law § 109, after the close of the Preliminary Budget Public Hearing no later than December 15, 2013, the Town Board, by majority vote, may revise the Preliminary Budget and adopt the revision as the 2014 Adopted Budget but must do so no later than December 20, 2013;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Greenburgh that the Town Clerk shall schedule and duly notice a Public Hearing for Monday, November 25, 2013, at 7:30 PM, at Greenburgh Town Hall, 177 Hillside Avenue, Greenburgh, NY 10607 for the public to provide comments concerning the Town of Greenburgh's 2014 Preliminary Budget.

Town Clerk

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

CL 2 - 11/13/13

Resolution scheduling a Public Hearing for 7:30 PM, Monday, November 25, 2013, to consider an application for an Amended Site Plan by 50 Yellowstone WP, L.L.C. (Ray Catena automobile sales and service), for the property located at 50 Yellowstone Avenue, 430-434, 436, 450-460 and 468 Tarrytown Road, as designated on the Tax Map of the Town of Greenburgh as Parcel ID: 7.410-228-48, 7.480-296-6, 7.480-296-7, 7.480-296-8 and 7.480-296-9

Attachments

TB 2013 1113 CL-2 reso Set Ray Catena Amended Site plan Public Hearing R 1109

RESOLUTION SCHEDULING A PUBLIC HEARING FOR 7:30 PM, MONDAY, NOVEMBER 25, 2013, TO CONSIDER AN APPLICATION FOR AN AMENDED SITE PLAN BY 50 YELLOWSTONE WP, L.L.C. (RAY CATENA AUTOMOBILE SALES AND SERVICE), FOR THE PROPERTY LOCATED AT 50 YELLOWSTONE AVENUE, 430-434, 436, 450-460 AND 468 TARRYTOWN ROAD, AS DESIGNATED ON THE TAX MAP OF THE TOWN OF GREENBURGH AS PARCEL ID: 7.410-228-48, 7.480-296-6, 7.480-296-7, 7.480-296-8 AND 7.480-296-9

BE IT RESOLVED, by the Town Board of the Town of Greenburgh that the Town Clerk set a Public Hearing for 7:30 PM, Monday, November 25, 2013, to consider an amended site plan application by 50 Yellowstone WP, L.L.C. for the construction of a 1,875 sq. ft. one-story car wash building on an existing site that contains a Ray Catena automobile sales and service center, for the property located at 50 Yellowstone Avenue, 430-434, 436, 450-460 and 468 Tarrytown Road, as designated on the Tax Map of the Town of Greenburgh as Parcel ID: 7.410-228-48, 7.480-296-6, 7.480-296-7, 7.480-296-8 and 7.480-296-9.

Town Clerk

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

CD 1 - 11/13/13

Resolution (1) declaring Lead Agency under the State Environmental Quality Review Act for the review of an Amended Site Plan and all related actions by the Saint Andrew's Golf Club for the property located at 10 Old Jackson Avenue (as designated on the Tax Map of the Town of Greenburgh as Parcel ID: 8.500-351-1.14) and (2) referring the application to the Planning Board for a report and recommendation pursuant to Section 285-58D(3) of the Zoning Ordinance (To be held over to 11/25/2013 Meeting)

Community Development

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

CD 3 - 11/13/13

Resolution approving, with conditions, the Amended Site Plan by New York School for the Deaf for the property located at 555 Knollwood Road, as designated on the Tax Map of the Town of Greenburgh as Parcel ID: 7.330-151-1 & 7.341-169-2 (To be held over to 11/25/2013 Meeting)

Community Development

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

CD 2 - 11/13/13

Resolution issuing a negative declaration for the SEQRA determination of significance by the Town Board of the Town of Greenburgh with respect to an Amended Site Plan and all related actions by New York School for the Deaf for the property located at 555 Knollwood Road, as designated on the Tax Map of the Town of Greenburgh as Parcel ID: 7.330-151-1 & 7.341-169-2 (To be held over to 11/25/2013 Meeting)

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

CO 1 - 11/13/13

Resolution authorizing the Town Supervisor to enter into an agreement with Tyler Technologies, Inc. for the purpose of installing and maintaining Enterprise Resource Planning (ERP) software, in an amount not to exceed \$584,067

Attachments

TB 2013 1113 CO-1 reso Auth Tyler Technologies Enterprise Resource Planning (ERP) Contract R 1109

TB 2013 1113 CO-1 data Tyler Technologies Contract

RESOLUTION AUTHORIZING THE TOWN SUPERVISOR TO ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE PURPOSE OF INSTALLING AND MAINTAINING ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE, IN AN AMOUNT NOT TO EXCEED \$584,067

WHEREAS, the Town of Greenburgh has determined, after performing a needs assessment, that the Town requires an extensive overhaul of existing systems to more effectively and efficiently manage the financial and operational services that the Town is obligated to perform, having found that the current software systems used by the Town are inadequate to perform those financial and operational obligations in a cost effective manner; and

WHEREAS, after reviewing the capabilities of three different Enterprise Resource Planning (ERP) vendors over the course of the last two years, by way of on-site demonstrations and consultation with other users of ERP software, and upon the recommendation of the Town Comptroller and the Town's MIS Committee, the Town Board has determined that Tyler Technologies Inc.'s ERP software products fulfill the financial and operational needs of the Town to a greater extent than any other competing ERP vendor within range of the price of Tyler Technologies Inc.'s product;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby authorizes the Town Supervisor to enter into the attached agreement with Tyler Technologies, Inc. for the purpose of obtaining a software license and the performance of professional services relating to the installation and maintenance of Tyler Technologies Inc. software, for an amount not to exceed \$584,067.

AGREEMENT

This agreement ("Agreement") is made this _____ day of _____ 2013 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Town of Greenburgh, with offices at 177 Hillside Avenue, Greenburgh, New York 10607 ("Client").

WHEREAS Client, on _____ awarded Tyler the contract for furnishing, delivering, installing, and implementing the products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary");

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

- a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the Investment Summary and related interfaces (collectively, the "Tyler Software Products") and Tyler user guides provided in or with the Tyler Software Products ("User Guides") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
- c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer. The OSDBA Contract Services fee includes remote system transfer service once every two (2) years to migrate the production system to a replacement hardware system.
- e) Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides by any party.
- f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler User Guides for internal use only.
- h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee (currently \$756) directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.

i) In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Management software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

2. License Fees. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Software fees set forth in the Investment Summary.

3. Verification of the Tyler Software Products.

Client shall select one (1) of the following two (2) options within thirty (30) days of installation by providing written notice to Tyler in accordance with Section E(19):

- a) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Tyler shall verify the Tyler Software Products by demonstrating to Client that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which demonstration will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides; or
- b) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Client shall use its own process to verify that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides.
- c) Verification as described herein will be final and conclusive except for latent defect, fraud, and a gross mistake that amounts to fraud. In the event verification is not final and conclusive, pursuant to this paragraph, Tyler will correct the cause thereof. In the event Tyler cannot correct the cause thereof, Client may invoke its rights under Section A (4).
- d) Tyler shall promptly correct any functions of the Tyler Software Products that failed verification.

4. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3). Should Tyler be unable to cure the Defect or provide a replacement product, Client will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, which will be Client's sole remedy should Tyler be unable to cure the Defect or provide a replacement product.

5. Intellectual Property Infringement Indemnification.

- a) Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.
- b) Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:
 - i. Promptly notifies Tyler in writing of any such claim;
 - ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
 - iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.
- c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

- i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
- ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
- iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
- iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
- v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
- vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

d) Remedy.

- i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:
 - (a) Procure for Client the right to continue using the infringing Tyler Software Products;
 - (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing;
 - or
 - (c) Terminate Client's license for the infringing Tyler Software Product and refund to Client the Software fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.
- ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

6. Limitation of Liability. In no event will Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. Except as otherwise expressly set forth in this Software License Agreement, Tyler's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Software fees set forth in the Investment Summary and paid by Client. Such License fees reflect and are set in reliance upon this limitation of liability.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. Services. Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.

2. Professional Services Fees.

- a) Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Training services will be invoiced in half-day and full-day increments.
- b) Verification in accordance with Section A(3)(a) will be billable to Client at the rate for Training services set forth in the Investment Summary.
- c) Expenses will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

3. Additional Services.

- a) Training and/or consulting services utilized in excess of those set forth in the Investment Summary and

additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates. Notwithstanding the foregoing, Tyler will hold the rates set forth in the Investment Summary in place for thirty-six (36) months from the Effective Date.

b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Consulting, Training, Conversion, and other miscellaneous Services fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

5. Cancellation. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel.

6. Services Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

7. Conversion. Tyler will convert information from Client's current ELke system, including notes. The data must be received by Tyler in the form of unpacked data and be in ASCII fixed length format. For the notes field to be searchable they will need to be converted into a user defined field within the Tyler Software Product "Purchase Orders".

SECTION C – MAINTENANCE AGREEMENT

1. Scope of Agreement. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions. The two core components of Tyler's maintenance program are access to the support helpdesk and receipt of new releases. Client will have unlimited access to Tyler's Support Department, through the 800 number and the online portal. Experienced staff is available to address any issues Client experiences with the Tyler Software Products and to answer questions regarding their use. Further, Client will receive all updates and enhancements Tyler makes to the Tyler Software Products, including those necessary to keep Client compliant with State and Federal mandates, and to take advantage of improvements in technology. Tyler typically issues one major release per year and several minor releases.

2. Term of Agreement. This Maintenance Agreement is effective on installation of the Tyler Software Products and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms at Tyler's then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

3. Payment.

a) Maintenance fees will be invoiced by Tyler annually in advance. Tyler shall provide Client with not less than forty-five (45) days written notice of any change in annual Maintenance fees.

b) Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this

Maintenance Agreement, as set forth in Section C(5), including materials and expenses, will be billed to Client at Tyler's then current rates.

c) Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Tyler shall reinstate maintenance services upon Client's payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.

4. Maintenance Services Terms and Conditions. For as long as a current Maintenance Agreement is in place, Tyler shall:

a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.

b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process.

c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.

d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.

e) Provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.

f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

g) Maintain interfaces developed by Tyler to third party products, provided such third party products are not materially altered by the third parties.

5. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

6. Client Responsibilities.

a) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

b) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Tyler strongly recommends that Client also maintain a modem or VPN for backup connectivity purposes. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution.

7. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including

negligence and strict liability, will be limited to the Maintenance fees paid to Tyler during the twelve (12) months prior to the claim. Such Maintenance fees reflect and are set in reliance upon this limitation of liability.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the “Third Party Products”).

2. License of System Software.

- a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
- b) The developer of the System Software (each a “Developer”, collectively “Developers”) shall retain ownership of the System Software.
- c) The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.
- d) Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.
- e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.
- f) Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

3. Delivery. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

4. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. Warranties.

- a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.
- b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.
- c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

7. Maintenance.

- a) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.
- b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.
- c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

8. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Third Party Products paid by Client. Such prices are set in reliance upon this limitation of liability.

SECTION E – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Section E(19). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. Invoice Dispute.

- a) In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Tyler within fifteen (15) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.
- b) Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.

3. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

- a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.

b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

4. Indemnification.

a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.

b) Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Dispute Resolution. Client will notify Tyler in writing within fifteen (15) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of Tyler's receipt of written notice from Client, the following procedure will apply:

a) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.

b) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

All meetings and discussions of the Dispute Resolution Group will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth

herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.

9. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

10. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

11. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

13. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

14. Termination. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

15. Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

16. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

17. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's

prior written permission, not to be unreasonably withheld.

18. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

19. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:

- 1) Actually received,
- 2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
- 3) Upon receipt by sender of proof of email delivery, or
- 4) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.
1 Tyler Drive
Yarmouth, ME 04096
Attention: Contracts Manager

Town of Greenburgh
177 Hillside Avenue
Greenburgh, NY 10607
Attention: _____

20. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

21. Insurance. Prior to performing services under this Agreement, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

22. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

- a) At the time of the disclosure is in the public domain;
- b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d) A party receives from a third party who has a right to disclose it to that party; or
- e) Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential

information.

23. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

24. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.

25. Shipping. Delivery will be F.O.B. shipping point.

26. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.

27. Tyler Forms Processing. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

28. Payment Terms.

a) Tyler shall invoice Client \$56,896.75 upon the Effective Date. Such amount equals 25% of the Tyler software license fees.

b) Tyler shall invoice Client \$127,293.50 when Tyler has made the Tyler Software Products available to Client for downloading. Such sum equals:

50% of the Tyler software license fees (\$113,793.50)

100% of the System Software license fees (\$13,500)

c) Tyler shall invoice Client the Hardware fees of \$1,650 upon delivery of such Hardware.

d) Tyler shall invoice Client \$15,733 upon installation of the Tyler Software Products. Such amount equals:

100% of the year 1 maintenance fee for Tyler Unlimited Client Access (\$2,700)

100% of the year 1 OS/DBA Contract Services fee (\$13,033)

e) Tyler shall invoice the Project Planning Services fee of \$6,000 upon delivery of the Implementation Planning document.

f) Tyler shall invoice Client \$56,896.75 upon verification of the Tyler Software Products in accordance with Section A (3) ("Verification"). Such amount equals 25% of the Tyler software license fees. Unless Client notifies Tyler in writing that the Tyler Software Products have failed Verification, Verification will be deemed to have occurred ninety (90) days from the date Tyler makes the Tyler Software Products available to Client for downloading.

g) Tyler shall invoice Client fees for Services, plus expenses, if and as provided/incurred.

h) Tyler shall invoice Client the year 1 Disaster Recovery fee of \$13,033 upon receipt by Tyler of Client's data.

i) Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. A detailed summary of Tyler's current Business Travel Policy is attached hereto as Exhibit 4.

j) Payment is due within thirty (30) days of the invoice date.

k) The year 1 Tyler software maintenance fees of \$52,130 for the one (1) year period commencing upon installation of the Tyler Software Products are hereby waived. Subsequent annual Maintenance fees will be due on the anniversary of the installation date of the Tyler Software Products.

29. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104

ABA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies Inc. – Operating

30. Disaster Recovery. Disaster Recovery service will renew automatically for additional one (1) year terms at Tyler's then-current Disaster Recovery fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

31. Operating System/Database Administration. OS/DBA Contract Services will renew automatically for additional one (1) year terms at Tyler's then-current OS/DBA fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

32. Optional Items. Pricing for optional products and services shall be valid for six (6) months from the Effective Date.

33. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

34. Contract Documents. This Agreement includes the following exhibits:

- Exhibit 1 – Investment Summary
- Exhibit 2 – Verification Test
- Exhibit 3 – Support Call Process
- Exhibit 4 – Business Travel Policy
- Exhibit 5 – Adobe End User License Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.
ERP and Schools Division

Town of Greenburgh

By: _____

By: _____

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

Exhibit 1 - Investment Summary



Quoted By: Jeff Ornstein
 Date: 10/10/2013
 Quote Expiration: 8/6/2013
 Quote Name: Town of Greenburgh-ERP-Munis
 Quote Number: 2013-2748
 Quote Description: ERP Investment Summary for the Town of Greenburgh

Sales Quotation For

Town of Greenburgh
 177 Hillside Ave.
 Greenburgh, New York 10607
 Phone (914) 993-1500
 Fax: (914) 993-1626

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL/BG/AP	\$52,250.00	15 @ \$1175	\$17,625.00	\$10,600.00	\$80,475.00	\$9,405.00
Fixed Assets	\$12,000.00	5 @ \$1175	\$5,875.00	\$3,000.00	\$20,875.00	\$2,160.00
Purchase Orders	\$12,000.00	5 @ \$1175	\$5,875.00	\$2,700.00	\$20,575.00	\$2,160.00
Requisitions	\$10,000.00	5 @ \$1175	\$5,875.00	\$0.00	\$15,875.00	\$1,800.00
Project & Grant Accounting	\$10,000.00	4 @ \$1175	\$4,700.00	\$0.00	\$14,700.00	\$1,800.00
Payroll/HR:						
Payroll w/ESS	\$23,500.00	17 @ \$1175	\$19,975.00	\$10,400.00	\$53,875.00	\$4,230.00
HR Management	\$11,500.00	7 @ \$1175	\$8,225.00	\$0.00	\$19,725.00	\$2,070.00
Revenue:						
Tax Billing	\$30,500.00	18 @ \$1175	\$21,150.00	\$21,000.00	\$72,650.00	\$7,625.00
Utility Billing CIS	\$14,500.00	16 @ \$1175	\$18,800.00	\$13,400.00	\$46,700.00	\$2,610.00
NY Delinquent Process	\$11,000.00	13 @ \$1175	\$15,275.00	\$0.00	\$26,275.00	\$2,750.00
Accounts Receivable	\$11,000.00	8 @ \$1175	\$9,400.00	\$0.00	\$20,400.00	\$1,980.00

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Other:						
MUNIS Disaster Recovery Service	\$0.00	0 @ \$1175	\$0.00	\$0.00	\$0.00	\$13,033.00
OSDBA Contract Services	\$0.00	0 @ \$1175	\$0.00	\$0.00	\$0.00	\$13,033.00
Productivity:						
Tyler Content Manager SE	\$20,000.00	4 @ \$1175	\$4,700.00	\$0.00	\$24,700.00	\$3,600.00
Tyler Reporting Services	\$12,000.00	3 @ \$1175	\$3,525.00	\$0.00	\$15,525.00	\$3,000.00
Role Tailored Dashboard	\$8,500.00	5 @ \$1175	\$5,875.00	\$0.00	\$14,375.00	\$1,530.00
Citizen Self Service	\$11,000.00	1 @ \$1175	\$1,175.00	\$0.00	\$12,175.00	\$1,980.00
Munis Office	\$8,500.00	2 @ \$1175	\$2,350.00	\$0.00	\$10,850.00	\$1,530.00
Tyler Forms Processing	\$9,500.00	0 @ \$1175	\$0.00	\$0.00	\$9,500.00	\$1,900.00
Sub-Total:	\$267,750.00		\$150,400.00	\$61,100.00	\$479,250.00	\$78,196.00
<i>Less Discount:</i>	<i>\$40,163.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$40,163.00</i>	<i>\$52,130.00</i>
TOTAL:	\$227,587.00	128	\$150,400.00	\$61,100.00	\$439,087.00	\$26,066.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Estimated Travel Expenses	1	\$61,364.00	\$0.00	\$61,364.00
Install Fee - New Server Install-WIN w/VS	1	\$6,000.00	\$0.00	\$6,000.00
MISC Implementation	10	\$1,175.00	\$0.00	\$11,750.00
Project Planning Services	1	\$6,000.00	\$0.00	\$6,000.00
System Admin & Security	2	\$1,175.00	\$0.00	\$2,350.00
Tyler Forms Library - Financial/General Billing	1	\$3,500.00	\$0.00	\$3,500.00
Tyler Forms Library - Payroll	1	\$1,400.00	\$0.00	\$1,400.00
Tyler Forms Processing Configuration	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Forms Library - State Tax - 3 Forms	1	\$3,200.00	\$0.00	\$3,200.00
Tyler Forms Library - Utility Billing	1	\$3,500.00	\$0.00	\$3,500.00
TOTAL:				\$101,064.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
Tyler Unlimited Client Access	1	\$13,500.00	\$0.00	\$13,500.00	\$2,700.00	\$0.00	\$2,700.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$1,650.00</i>			<i>\$0.00</i>
<i>3rd Party Software Sub-Total:</i>			<i>\$0.00</i>	<i>\$13,500.00</i>		<i>\$0.00</i>	<i>\$2,700.00</i>
TOTAL:				\$15,150.00			\$2,700.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$227,587.00	\$26,066.00
Total Tyler Services	\$312,564.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$15,150.00	\$2,700.00
Summary Total	\$555,301.00	\$28,766.00

Contract Total **\$584,067.00**

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Opt 1 - Actuals - D	\$1,500.00	\$0.00	\$1,500.00
Accounting Opt 2 - Budgets - D	\$1,500.00	\$0.00	\$1,500.00
Accounting Standard COA - D	\$2,000.00	\$0.00	\$2,000.00
Accounts Payable Opt 1 - Checks - D	\$1,600.00	\$0.00	\$1,600.00
Accounts Payable Opt 2 - Invoice - D	\$2,400.00	\$0.00	\$2,400.00
Accounts Payable Standard Master - D	\$1,600.00	\$0.00	\$1,600.00
Fixed Assets Std Master - D	\$3,000.00	\$0.00	\$3,000.00
Payroll - Option 1 Deductions - C	\$1,800.00	\$0.00	\$1,800.00
Payroll - Option 2 Accrual Balances - C	\$1,500.00	\$0.00	\$1,500.00
Payroll - Option 3 Accumulators - C	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 4 Check History - C	\$1,200.00	\$0.00	\$1,200.00
Payroll - Option 5 Earning/Deduction Hist - C	\$2,500.00	\$0.00	\$2,500.00
Payroll - Standard - C	\$2,000.00	\$0.00	\$2,000.00
Purchase Orders - Standard - D	\$2,700.00	\$0.00	\$2,700.00
Real Estate - Option 1 Tax Sale - D	\$6,000.00	\$0.00	\$6,000.00
Real Estate - Standard - D	\$15,000.00	\$0.00	\$15,000.00
Utility Billing - Option 1 Services - C	\$2,500.00	\$0.00	\$2,500.00
Utility Billing - Option 2 Assessments - C	\$1,200.00	\$0.00	\$1,200.00
Utility Billing - Option 3 Consumption History - C	\$2,000.00	\$0.00	\$2,000.00
Utility Billing - Option 4 Balance Forward AR - C	\$3,500.00	\$0.00	\$3,500.00
Utility Billing - Option 5 Service Orders - C	\$1,200.00	\$0.00	\$1,200.00
Utility Billing - Standard - C	\$3,000.00	\$0.00	\$3,000.00
TOTAL:	\$61,100.00	\$0.00	\$61,100.00

Optional SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Productivity:				
Employee Self Service (Tyler Hosted)	\$4,250.00	1	\$4,250.00	0
TOTAL:	\$4,250.00		\$4,250.00	0

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Work Orders, Fleet & Facilities Management	\$13,800.00	15 @ \$1175	\$17,625.00	\$0.00	\$31,425.00	\$2,484.00
Inventory	\$11,000.00	5 @ \$1175	\$5,875.00	\$0.00	\$16,875.00	\$1,980.00
Cash Management	\$10,000.00	4 @ \$1175	\$4,700.00	\$0.00	\$14,700.00	\$1,800.00
Employee Expense Reimbursement	\$6,000.00	4 @ \$1175	\$4,700.00	\$0.00	\$10,700.00	\$1,080.00
Bid Management	\$6,000.00	3 @ \$1175	\$3,525.00	\$0.00	\$9,525.00	\$1,080.00
Contract Management	\$5,900.00	3 @ \$1175	\$3,525.00	\$0.00	\$9,425.00	\$1,062.00
BMI Asset Track Interface	\$3,800.00	2 @ \$1175	\$2,350.00	\$0.00	\$6,150.00	\$684.00
BMI CollectIT Interface	\$3,800.00	2 @ \$1175	\$2,350.00	\$0.00	\$6,150.00	\$684.00
Standard Fuel Interface - SeeComments	\$3,800.00	2 @ \$1175	\$2,350.00	\$0.00	\$6,150.00	\$684.00
Payroll/HR:						
NY Civil Service	\$14,400.00	6 @ \$1175	\$7,050.00	\$0.00	\$21,450.00	\$2,592.00
Applicant Tracking	\$5,500.00	3 @ \$1175	\$3,525.00	\$0.00	\$9,025.00	\$990.00
Professional Development	\$6,600.00	2 @ \$1175	\$2,350.00	\$0.00	\$8,950.00	\$1,188.00
Revenue:						
Tyler Cashiering	\$21,000.00	5 @ \$1175	\$5,875.00	\$0.00	\$26,875.00	\$3,780.00
General Billing	\$5,000.00	4 @ \$1175	\$4,700.00	\$8,200.00	\$17,900.00	\$900.00
UB Interface	\$4,400.00	2 @ \$1175	\$2,350.00	\$0.00	\$6,750.00	\$792.00

Other:

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
GASB 34 Report Writer	\$11,000.00	3 @ \$1175	\$3,525.00	\$0.00	\$14,525.00	\$1,980.00
Project Grant Accounting Opt 1 - Actuals - D	\$0.00	0 @ \$1175	\$0.00	\$1,500.00	\$1,500.00	\$0.00
Project Grant Accounting Opt 2 - Budgets - D	\$0.00	0 @ \$1175	\$0.00	\$1,500.00	\$1,500.00	\$0.00
Project Grant Accounting Standard - D	\$0.00	0 @ \$1175	\$0.00	\$2,000.00	\$2,000.00	\$0.00
Payroll - Option 10 Certifications - C	\$0.00	0 @ \$1175	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Option 11 Education - C	\$0.00	0 @ \$1175	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Option 6 Applicant Tracking - C	\$0.00	0 @ \$1175	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Option 7 PM Action History - C	\$0.00	0 @ \$1175	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Option 8 Position Control - C	\$0.00	0 @ \$1175	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Option 9 State Retirement Tables - C	\$0.00	0 @ \$1175	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll Tax Table Updates	\$0.00	0 @ \$1175	\$0.00	\$0.00	\$0.00	\$1,000.00
Fixed Assets Opt 1 - History - D	\$0.00	0 @ \$1175	\$0.00	\$1,800.00	\$1,800.00	\$0.00
Utility Billing - Option 6 Backflow - C	\$0.00	0 @ \$1175	\$0.00	\$1,200.00	\$1,200.00	\$0.00
Productivity:						
Business and Vendor Self Service	\$10,000.00	1 @ \$1175	\$1,175.00	\$0.00	\$11,175.00	\$1,800.00
TOTAL:	\$142,000.00	66	\$77,550.00	\$24,600.00	\$244,150.00	\$26,560.00

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
AP/PR Check Recon Import	1	\$1,000.00	\$0.00	\$1,000.00
AP Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
PR Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
TOTAL:				\$7,000.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Fixed Assets Opt 1 - History - D	\$1,800.00	\$0.00	\$1,800.00
General Billing Opt 1 - Recurring Invoices - D	\$2,700.00	\$0.00	\$2,700.00

General Billing Opt 2 - Bills - D	\$4,000.00	\$0.00	\$4,000.00
General Billing Std CID - D	\$1,500.00	\$0.00	\$1,500.00
Payroll - Option 10 Certifications - C	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 11 Education - C	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 6 Applicant Tracking - C	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 7 PM Action History - C	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 8 Position Control - C	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 9 State Retirement Tables - C	\$1,400.00	\$0.00	\$1,400.00
Project Grant Accounting Opt 1 - Actuals - D	\$1,500.00	\$0.00	\$1,500.00
Project Grant Accounting Opt 2 - Budgets - D	\$1,500.00	\$0.00	\$1,500.00
Project Grant Accounting Standard - D	\$2,000.00	\$0.00	\$2,000.00
Utility Billing - Option 6 Backflow - C	\$1,200.00	\$0.00	\$1,200.00
TOTAL:	\$24,600.00	\$0.00	\$24,600.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Discount Detail

Description	License	License Discount	License Net Maintenance Basis	Year One Maint Discount	Year One Maint Net
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Financials:					
Accounting/GL/BG/AP	\$52,250.00	\$7,838.00	\$44,412.00	\$9,405.00	\$0.00
Fixed Assets	\$12,000.00	\$1,800.00	\$10,200.00	\$2,160.00	\$0.00
Project & Grant Accounting	\$10,000.00	\$1,500.00	\$8,500.00	\$1,800.00	\$0.00
Purchase Orders	\$12,000.00	\$1,800.00	\$10,200.00	\$2,160.00	\$0.00
Requisitions	\$10,000.00	\$1,500.00	\$8,500.00	\$1,800.00	\$0.00

Payroll/HR:					
HR Management	\$11,500.00	\$1,725.00	\$9,775.00	\$2,070.00	\$0.00

Discount Detail

Description	License	License Discount	License Net Maintenance Basis	Year One Maint Discount	Year One Maint Net
Payroll w/ESS	\$23,500.00	\$3,525.00	\$19,975.00	\$4,230.00	\$0.00
Revenue:					
Accounts Receivable	\$11,000.00	\$1,650.00	\$9,350.00	\$1,980.00	\$0.00
Utility Billing CIS	\$14,500.00	\$2,175.00	\$12,325.00	\$2,610.00	\$0.00
NY Delinquent Process	\$11,000.00	\$1,650.00	\$9,350.00	\$2,750.00	\$0.00
Tax Billing	\$30,500.00	\$4,575.00	\$25,925.00	\$7,625.00	\$0.00
Productivity:					
Citizen Self Service	\$11,000.00	\$1,650.00	\$9,350.00	\$1,980.00	\$0.00
Munis Office	\$8,500.00	\$1,275.00	\$7,225.00	\$1,530.00	\$0.00
Role Tailored Dashboard	\$8,500.00	\$1,275.00	\$7,225.00	\$1,530.00	\$0.00
Tyler Content Manager SE	\$20,000.00	\$3,000.00	\$17,000.00	\$3,600.00	\$0.00
Tyler Forms Processing	\$9,500.00	\$1,425.00	\$8,075.00	\$1,900.00	\$0.00
Tyler Reporting Services	\$12,000.00	\$1,800.00	\$10,200.00	\$3,000.00	\$0.00
Other:					
MUNIS Disaster Recovery Service	\$0.00	\$0.00	\$0.00	\$13,033.00	\$13,033.00
OSDBA Contract Services	\$0.00	\$0.00	\$0.00	\$13,033.00	\$13,033.00
TOTAL:	\$267,750.00	\$40,163.00	\$227,587.00	\$78,196.00	\$26,066.00

Comments

Tyler's OSDBA Service is calculated at 25% of the MUNIS annual maintenance. There is a \$2,500 minimum annual fee and a \$30,000 maximum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the MUNIS annual maintenance. There is a \$5,000 minimum annual fee and a \$30,000 maximum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live MUNIS database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Pricing for optional items will be held for six (6) months from the quote date.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Custom Interface in addition to the Standard Interface to cover the additional development costs.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms are extra. Please note that Tyler Forms requires the use of approved printers only. Contact Tyler support for the list of approved printers.

Utility billing library includes: 1 Utility bill, 1 assessment, 1 UB receipt, 1 Lien letter, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Comments

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Financial General Billing Core includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G, 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, and 1099 R.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Exhibit 2

Verification Test

The verification test (“Test”) detailed below will be conducted following installation. The purpose of the Test is to ensure the Tyler Software Products perform as warranted, using the MUNIS Verification Database. The MUNIS Verification Database contains the types of information ordinarily used by the specified software and the Test utilizes said data to demonstrate the performance of the specified software’s base line functions. As such, the Test is not intended to validate any site specific functionality and will only be conducted for those software products licensed by the Client. Client-specific functionality will be reviewed during the implementation phase when site-specific data will be applied against the desired functionality.

Many sections below contain three phases: table views, reports, and process. Each phase is intended to be completed in 4 hours or less. Please note that each phase listed below has a space where Client will be asked to initial, indicating that the verification has been performed and accepted.

FINANCIALS:

Phase 1

- View general ledger master table _____
- View budget master table
- View vendor master table
- View general ledger account inquiry – perform drill down
- Find purchase orders/requisitions in purchase order inquiry
- View inventory master
- View fixed assets master
- View work order master

Phase 2

- Enter a requisition _____
- Approve the requisition
- Convert to a purchase order
- Post the purchase order
- Enter an invoice against the requisition
- Post the invoice
- Select items to be paid report
- Print checks (on blank paper without forms)
- Find journals in journal inquiry using date find

Phase 3

- Reports: _____
 - General ledger trial balance
 - Year to date budget report
 - Vendor invoice list
 - Purchase orders by general ledger account (select open purchase orders)
 - Inventory list by location
 - Fixed asset list by location

PAYROLL/HR:

Phase 1

- View deduction master
- View pay type master
- View employee master
- View employee detail history – perform drill down
- View position table
- View terminated employee table

Phase 2

- Add new employee
- Build job pay records
- Start a new payroll
- Generate employee records
- Enter exceptions
- Print final proof
- Update employee files
- Print checks (on blank paper without forms)

Phase 3

- Reports
 - Employee Detail
 - Employee Accrual
 - Detail Check History Report
 - Payroll Register

UTILITY BILLING:

Phase 1

- View charge code file with rate tables
- View account master – perform drill down
- View customer file
- View bill inquiry
- View account inquiry

Phase 2

- Add new account
- Create water service record
- Start a new bill run
 - View charges file maintenance
- Enter meter reading manually
- Run charges proof register
- Generate accounts receivable
- Print bills (on blank paper without forms)
- Make a payment to a bill

Phase 3

- Reports:
 - Consumption inquiry/report
 - Utility billing aging report
 - Charge/payment history
 - Detail receivables register

OTHER REVENUE (TAX/EXCISE/GENERAL BILLING):

Phase 1

- View customer file
- View parcel file
- View charge code file
- View tax year parameter
- View motor vehicle master file
- View bill inquiry
- View lien file
- View receipt inquiry
- View activity totals inquiry/report

Phase 2

- Create a new general billing customer
- Add a general billing invoice
- Make a payment against the general billing
- Make a payment against a tax/excise/personal property/etc. bill
- Print payments proof
- Post payments
- Use receipt inquiry to find the payment

Phase 3

- Reports
 - Summary receivables
 - Detail receivables
 - Posted payments report

PERMITS & CODE ENFORCEMENT:

Phase 1

- View permit type f/m
- View Project Type f/m
 - Find a Project type with the 4 “bottom buttons” checked which indicates there is data. If none, build some defaults at the bottom.
 - Drill down using the bottom buttons

- View Inspection Type f/m
 - Drill down into inspectors and checklist at bottom
- View violation code f/m
 - Drill down into enforcement steps
- View property master
 - Perform drill down using the side menu options

Phase 2 _____

- Add a new property
 - Set up default restrictions, hazards, and violations at the bottom
- Add a new application
 - Use a project/act that has the four defaults set in project type f/m (one each)
 - Make sure the app automatically sets up the default permits, prerequisites, inspections, and dept/board reviews by choosing the options to view
 - Choose the collect side menu option. Make sure you can accept payments for the fees and the system links to the accounts receivable module properly

Phase 3 _____

- Reports
 - Applications status report
 - Inspections history report
 - Violations report
 - Contractors report
 - Dept/board review report

PARKING TICKETS:

Phase 1 _____

- View parking ticket parameter file
- View parking ticket charge codes
- View owner maintenance

Phase 2 _____

- Parking ticket entry
- Parking ticket inquiry
- Review export/import of data
- Review late processing

Phase 3 _____

- Issue by location report
- Violations by issue date report
- Issuer productivity report

BUSINESS LICENSES:

- View customer file
- View description codes
- View business license charge codes
- View business license master file
- View business license late payment process
- View bill inquiry
- View business master report
- View business location report

ANIMAL LICENSES:

-
- View animal type file
 - View customer file
 - View animal license master file
 - View license detail report
 - View license history report
 - View tag report

PROJECT ACCOUNTING:

(Performed with General Ledger)

-
- View project master table
 - View general ledger master with project code
 - View project budget report

MUNIS OFFICE:

-
- Export from general ledger account inquiry into Excel
 - Export from general ledger account inquiry into Word

BUSINESS OBJECTS:

- Verification Report for Crystal Reports from the Knowledgebase will be used to display results from the MUNIS Verification database. No configuration needs to be done to run this report.

TYLER REPORTING SERVICES:

-
- Verification Report for Tyler Reporting Services from the Knowledgebase will be used to display results from the MUNIS Verification database. No configuration needs to be done to run this report.

CONTRACT MANAGEMENT:

-
- View contract master file
 - Enter a requisition against a contract
 - View contract master to highlight changes

CASH MANAGEMENT:

-
- View a recurring cash flow record for current fiscal year in recurring cash flow F/M
 - Generate cash flow file maintenance
 - Generate a journal entry on the cash flow file maintenance record created
 - Go to general journal entry/proof, find journal that was generated and post it

MUNIS SELF SERVICE – EMPLOYEES:

Phase 1

-
- View and update the general administration settings
 - Add a new user under users

Phase 2

-
- View and update application administration under Employee Admin
 - View and add a web link or document under Document Administration

Exhibit 3

Support Call Process

Client Support

Tyler Technical Support Department for Munis®

Goal: *To provide an effective support mechanism that will guarantee timely resolution to calls, resulting in high-level client satisfaction.*

Contact Us

Call Tyler's toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site (www.tylertech.com).

Support Organization

Tyler's Technical Support Department for Munis is divided into multiple teams: Financials, Payroll/HR/Pension, Tax/Other Revenue and Collections, Utility Billing and Collections, OS/DBA (Operating System and Database Administration), and TylerForms and Reporting Services.

These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Applications	Hours
Financials	8:00am-9:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-9:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms & Reporting Services	8:00am-5:00pm EST Monday-Friday

Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75% of our daily calls incoming*, which means you will often start working with a Support Specialist immediately upon calling Tyler.

Leaving Messages for Support

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- Your full name (first name, last name) and the site you are calling for/from
- A phone number where you can be reached
- The details of the issue or question you have (i.e.: program, • process, error message)
- The priority of the issue (1, 2, 3, or 4)
- When you will be available for a return call (often Support will call back within an hour of receiving your message)

Paging

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press 0 to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

Online Support

Some questions can be handled effectively by e-mail. Once registered as a user on Tyler's Support Web site at www.tylertech.com, you can ask questions or report issues to Support through "Customer Tools". Tyler's Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via e-mail according to the priority of the incident.

Customer Relationship Management System

Every call or e-mail from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback and resolution. For registered users on Tyler's Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

Call Numbers

Support's goal is to return clients' calls as soon as possible. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Response Goals

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers, review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2 and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — issue is critical to the client, the Munis application or process is down.

Priority 2 Call — issue is severe, but there is a work around the client can use.

Priority 3 Call — issue is a non-severe support call from the client.

Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

Escalating a Support Call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials Team	Michelle Madore (michelle.madore@tylertech.com)	(X4483)
Payroll/HR/Pension Team	Sonja Johnson (sonja.johnson@tylertech.com)	(X4157)
Tax/Other Revenue/Utility Billing Team	Steven Jones (steven.jones@tylertech.com)	(X4255)
OS/DBA Team	Ben King (ben.king@tylertech.com)	(X5464)
TylerForms & Reporting Services	Michele Violette (michele.violette@tylertech.com)	(X4381)

If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).

Resources

A number of additional resources are available to you to provide a comprehensive and complete support experience.

Munis Internet Updater (MIU): Allows you to download and install critical and high priority fixes as soon as they become available.

Release Admin Console: Allows you to monitor and track the availability of all development activity for a particular release; right from inside Munis.

Knowledgebase: A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool

Some Support calls may require further analysis of your database or setup to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

E-mail Registration

Clients can go to our Web site and register for e-mail "groups" based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

Tyler Web site

Once you have registered as a user on Tyler's Support Web site (www.tylertech.com), you have access to "Customer Tools" and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

Timely TCP Progress Updates

Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

Priority 1 Incidents — Daily updates (only if phone contact is not possible)

Priority 2 Incidents — Weekly Updates

Priority 3 Incidents — Bi-weekly Updates

Priority 4 Incidents — Bi-weekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.

Exhibit 4

Business Travel Policy Summary

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on the trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance-Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and the specific situation require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates range from \$46 to \$71. A complete listing is available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00* p.m.	Breakfast, lunch and dinner

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as

follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00* p.m.

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

5. Entertainment

All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.

6. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

Effective Date: April 1, 2012

Exhibit 5

Adobe End User License Agreement

ADOBE SYSTEMS INCORPORATED
ADOBE CENTRAL OUTPUT SOFTWARE
Software License Agreement

NOTICE TO USER: THIS LICENSE AGREEMENT GOVERNS INSTALLATION AND USE OF THE ADOBE SOFTWARE DESCRIBED HEREIN BY LICENSEES OF SUCH SOFTWARE. INSTALLATION AND USE OF THE SOFTWARE IS NOT PERMITTED UNLESS ADOBE HAS GRANTED LICENSEE THE RIGHT TO DO SO AS SEPARATELY PROVIDED IN WRITING BY ADOBE. LICENSEE AGREES THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY LICENSEE. BY CLICKING TO ACKNOWLEDGE AGREEMENT TO BE BOUND DURING REVIEW OF AN ELECTRONIC VERSION OF THIS LICENSE, OR DOWNLOADING, COPYING, INSTALLING OR USING THE SOFTWARE, LICENSEE ACCEPTS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS ENFORCEABLE AGAINST ANY PERSON OR ENTITY THAT INSTALLS AND USES THE SOFTWARE AND ANY PERSON OR ENTITY (E.G., SYSTEM INTEGRATOR, CONSULTANT OR CONTRACTOR) THAT INSTALLS OR USES THE SOFTWARE ON ANOTHER PERSON'S OR ENTITY'S BEHALF.

LICENSEE'S RIGHTS UNDER THIS AGREEMENT MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS IN A SEPARATE WRITTEN AGREEMENT WITH ADOBE THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.

1. Definitions

1.1 "Adobe" means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if subsection 9(a) of this Agreement applies; otherwise it means Adobe Systems Software Ireland Limited, 4-6 Riverwalk, Citywest Business Campus, Saggart, Dublin 24, Ireland, a company organized under the laws of Ireland and an affiliate and licensee of Adobe Systems Incorporated.

1.2 "Authorized Users" means employees and individual contractors (i.e., temporary employees) of Licensee.

1.3 "Computer" means one or more central processing units ("CPU") in a hardware device (including hardware devices accessed by multiple users through a network ("Server")) that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

1.4 "Deliver" means to transmit data directly or indirectly over a network to a printing device or any other device for the purpose of printing.

1.5 "Development Software" means Software licensed for use in a technical environment solely for internal development and testing and not for use as Production Software.

1.6 "Disaster Recovery Environment" means Licensee's technical environment designed solely to allow Licensee to respond to an interruption in service due to an event beyond Licensee's control that creates an inability on Licensee's part to provide critical business functions for a material period of time.

1.7 "Documentation" means the user manuals and/or technical publications as applicable, relating to installation, use and administration of the Software.

1.8 "Internal Network" means Licensee's private, proprietary network resource accessible only by Authorized Users. "Internal Network" specifically excludes the Internet (as such term is commonly defined) or any other network community open to the public, including membership or subscription driven groups, associations or similar organizations. Connection by secure links such as VPN or dial up to Licensee's Internal Network for the purpose of allowing Authorized Users to use the Software should be deemed use over an Internal Network.

1.9 "License Metric" means each of the per-unit metrics used by Adobe in connection with the licensed quantities identified as separately provided in writing by Adobe to describe the scope of Licensee's right to use the Software. One or more of the following types of License Metrics applies to each Software Product as further provided herein:

(a) Per-Computer. Licensee may install and use the Adobe Output Designer software on no more than the licensed number of Computers.

(b) Per-User. The total number of Authorized Users that directly or indirectly request or receive content that has been processed by the Software may not exceed the licensed quantity of users.

(c) Per-Server. The total number of Servers on which the Software is installed may not exceed the licensed quantity of Servers.

1.10 "Location" means a specific building or physical location as identified by its unique street address.

1.11 "Production Software" means Software licensed for productive business use.

1.12 "SDK Components" means the sample software code, application programming interface, header files and related information, and the file format specifications, if any, included as part of the Software as described in the Documentation or a "Read Me" file accompanying the applicable Software.

1.13 "Software" means the object code version of the software program(s) specified in a separate written agreement signed by Adobe, including all Documentation and other materials provided by Adobe to Licensee under this Agreement. The term "Software Product" may also be used to indicate a particular product, and otherwise has the same meaning as Software.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.
ERP and Schools Division

Town of Greenburgh

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Parks & Recreation

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

PR 1 - 11/13/13

Resolution authorizing the Town of Greenburgh's Department of Parks and Recreation to accept \$2,290 in donations for the purchase of an automated external defibrillator (AED) for East Rumbrook Park

Attachments

TB 2013 1113 PR-1 res Accept Donations for Rumbrook Park Permanent AED R 1109

**RESOLUTION AUTHORIZING THE TOWN OF GREENBURGH'S
DEPARTMENT OF PARKS AND RECREATION TO ACCEPT \$2,290 IN
DONATIONS FOR THE PURCHASE OF AN AUTOMATED EXTERNAL
DEFIBRILLATOR (AED) FOR EAST RUMBROOK PARK**

WHEREAS, this past June, during an Over 40 Men's softball game at East Rumbrook Park, a player suffered a heart attack and due to the quick response from players on the field, staff, a cardiologist on site and the emergency responders from police and fire they were able to save this person's life; and

WHEREAS, an automated external defibrillator (AED) the emergency responders had on their truck was used that aided in saving the life of the player, who has since made a full recovery; and

WHEREAS, an AED is a lightweight, portable device that delivers an electric shock through the chest to the heart which can stop an irregular rhythm and allow a normal rhythm to resume in a heart in sudden cardiac arrest (an abrupt loss of heart function), that if not treated within minutes, may quickly lead to death; and

WHEREAS, an AED is presently not located in East Rumbrook Park and the softball community appealed to the Department of Parks and Recreation to place in the park a permanent AED; and

WHEREAS, the Greenburgh Parks and Recreation Adult Softball League Representative Advisory Committee was able to get various individuals, teams, organizations and foundations to make donations that total \$2,290.00, the cost of the permanent AED;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby authorizes the Department of Parks and Recreation to accept the following generous donations, totaling \$2,290.00, to be used for the purchase of an automated external defibrillator for East Rumbrook Park:

Mr. & Mrs. M. Cronin, 34 Summit Terrace, Dobbs Ferry	\$ 30.00
Mr. & Mrs. M. Costanza, 300 Westchester Ave., Tuckahoe (Brendan's Auto Body team)	\$ 20.00
Mr. & Mrs. M. Tracy, 35 Twin Ridges Road, Ossining	\$ 100.00
Mr. H. Roth, 23 Joyce Road, Hartsdale (LaManda's team)	\$ 25.00
Mr. & Mrs. M. Korten, 4 Melissa Drive, Ardsley ("Those Players we will Save")	\$ 100.00
Mack-Cali Realty L.P., 343 Thornall St., 8 th Fl., Edison, NJ	\$ 250.00
Mr. & Mrs. S. Bennett, 21 Chestnut St., Ardsley	\$ 20.00
Mr. S. Cooperman, 14 Flint Lock Lane, Ardsley (of Lost-A-Step)	\$ 50.00
Mr. C. Bohlen, 176 Northfield Ave, Dobbs Ferry (Brendan's Auto Body team)	\$ 25.00
Mr. J. Levy, 134 Euclid Avenue, Ardsley (Juiced softball team)	\$ 100.00
Mr. & Mrs. R. Hoffman, 105 Vintage Court, White Plains (Juiced softball team)	\$ 30.00
Mr. D. Rosenzweig, 7 Preserve Court, White Plains	\$ 10.00
Mr. D. Cingalani, 168 Finmor Drive, White Plains (Greenburgh Angels 16 U team)	\$ 100.00
Ferrari's Kitchens & Baths, LTD, 14 E. Main St., Elmsford (Over 40 softball team)	\$ 250.00
Mr. & Mrs. J. Latimer, 19 Parkway Road, Bronxville (Francesco's team)	\$ 50.00
Mr. & Mrs. R. Helmrich, 25 Riverside Ln, Riverside CT (Greenwich Greys team)	\$ 150.00
Mr. & Mrs. S. Moser, 7 Warnke Road, Scarsdale	\$ 100.00
Mr. & Mrs. V. Debellis, One Country Club Dr., White Plains	\$ 300.00
Mr. & Mrs. T. Forbes, 4 Ridgedell Ave. Hastings-on-Hudson (55 & over team)	\$ 100.00
Mr. & Mrs. L. Parker, 19 Connor Court, Irvington (Anaconda softball team)	\$ 120.00
Mr. G. Prout, 11 Campus Place, Scarsdale (Timpson/Ciao)	\$ 50.00
Mr. & Mrs. E. Rush, 4 Old Knollwood Road, Elmsford (Tyler Rush Memorial Scholarship Fund)	\$ 310.00

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

PO 1 - 11/13/13

Resolution adopting the recommendation of the Greenburgh Police Department to add parking restrictions on Barford Lane from the intersection of Hadden Road westward for a distance of 160 feet, amending Chapter 460 of the Code of the Town of Greenburgh

Attachments

TB 2013 1113 PO-1 reso Auth Barford Ln No Parking Restriction R 1101

**RESOLUTION ADOPTING THE RECOMMENDATION
OF THE GREENBURGH POLICE DEPARTMENT TO ADD
PARKING RESTRICTIONS ON BARFORD LANE FROM THE
INTERSECTION OF HADDEN ROAD WESTWARD FOR A
DISTANCE OF 160 FEET AMENDING CHAPTER 460
OF THE CODE OF THE TOWN OF GREENBURGH**

WHEREAS, from time to time modifications and/or additions to the Town’s Vehicle and Traffic Code are necessary to help expedite the flow of vehicular traffic, ensure the safety of motorists, bicyclists and pedestrians utilizing the Town’s Public Highways and to maintain the quality of life of Town residents; and

WHEREAS, requests for modifications and/or additions to the Town’s Vehicle and Traffic Code are often received from members of the public and other service providers, as well as generated from data obtained from Police Department reports; and

WHEREAS, the Greenburgh Police Department is responsible for evaluating requests for modifications and/or additions to the Town’s Vehicle and Traffic Code and for providing the Town Board with recommendations as to the need for these changes; and

WHEREAS, residents on in the area advised the police department that vehicles parked on the curve by Hadden Rd make it impossible to proceed without driving on the wrong side of the road around a curve; and

WHEREAS, the Traffic Unit commander believes this prohibition is necessary to preserve the quality of life and the safety residents;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby accepts the recommendations of the Greenburgh Police Department and adopts the following addition to § 460-60 of the Code of the Town of Greenburgh as further described below.

In accordance with the provisions of § 460-16, no person shall park a vehicle at any time upon any of the following described streets or parts of streets:

Name of Street	Side	Hours/Days	Location
Barford Lane	Both	All times	From the intersection of Hadden Road westward for a distance of 160 feet.

Public Works

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

PW 1 - 11/13/13

Resolution authorizing the award of uniforms for the Public Works Department to the sole bidder, S & H Uniforms, for calendar years 2014-2016

Attachments

TB 2013 1113 PW-1 reso Award DPW Uniform Contract to S and H Uniforms R 1109

TB 2013 1113 PW-1 data S & H Uniforms submitted bid R 1109

RESOLUTION AUTHORIZING THE AWARD OF THE CONTRACT FOR UNIFORMS FOR THE PUBLIC WORKS DEPARTMENT TO THE LOWEST RESPONSIBLE BIDDER, S&H UNIFORMS, FOR CALENDAR YEARS 2014-2016

WHEREAS, the Department of Public Works provides uniforms for its employees every three (3) years; and

WHEREAS, to obtain the best pricing, the uniforms are competitively bid; and

WHEREAS, on October 8, 2013, the Department of Public Works opened bids received for the purchase of uniforms to be used during the three (3) year period of 2014 - 2016; and

WHEREAS, only one bid, from S&H Uniforms was received, and

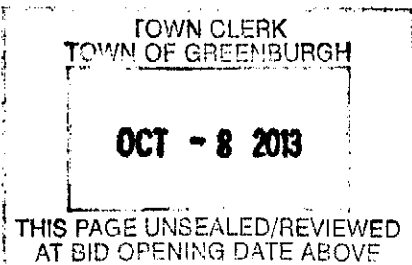
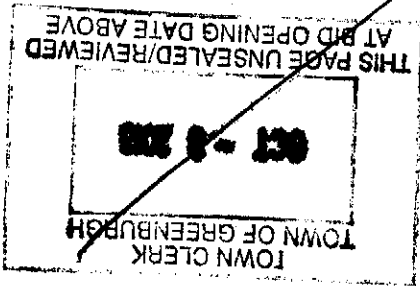
WHEREAS, the Commissioner of the Department of Public Works has reviewed the bid of the sole bidder, compared it to prior Uniform bid awards, and found the amount bid to be reasonable;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby awards the Uniform contract to the sole bidder, S&H Uniforms, as indicated in the attached documentation.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies, as to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and;
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.



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SIGNED TITLE
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PHONE FAX

9/16/13
DATE
dberman.k@sandhuniforms.com
E-MAIL

IT IS THE INTENT OF THIS BID TO ESTABLISH A CONTRACT FOR THREE (3) YEARS, BEGINNING JANUARY 1, 2014 AND ENDING DECEMBER 31, 2016. SUCCESSFUL BIDDER WILL BE REQUIRED TO GUARANTEE BID AWARD PRICE FOR THE ENTIRE TERM OF THE CONTRACT.

Town of Greenburgh
 10/8/2013
 S&H Uniforms

<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>Price</u>
1	Polo Shirt	S-XL	\$18.75
		2XL	\$19.75
		3XL	\$19.75
		4XL	\$24.75
		5XL	\$24.75
		6XL	\$24.75
2	Safety Polo Shirt	S-XL	\$27.75
		2XL	\$31.75
		3XL	\$31.75
		4XL	\$31.75
		5XL	\$31.75
		6XL	\$31.75
3	Pants	28-42	\$15.75
		44-60	\$18.75
4	Waterproof/Breathable Protective Pant	S-XL	\$50.75
		2XL	\$50.75
		3XL	\$50.75
		4XL	\$50.75
		5XL	\$50.75
5	Winter Jacket	S-XL	\$75.00
		2XL	\$85.00
		3XL	\$85.00
		4XL	\$85.00
		5XL	\$85.00
		6XL	\$85.00
6	Safety Winter Jacket	S-XL	\$72.00
		2XL	\$74.00
		3XL	\$74.00
		4XL	\$76.00
		5XL	\$78.00
		6XL	\$78.00

TOWN CLERK
 TOWN OF GREENBURGH
OCT - 8 2013
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 AT BID OPENING DATE ABOVE

Town of Greenburgh
10/8/2013
S&H Uniforms

<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>Price</u>
7	Parka Jacket	S-XL	\$79.75
		2XL	\$89.75
		3XL	\$89.75
		4XL	\$89.75
		5XL	\$89.75
		6XL	\$89.75
8	Safety Parka Jacket	S-XL	\$124.75
		2XL	\$149.75
		3XL	\$149.75
		4XL	\$149.75
		5XL	\$149.75
		6XL	\$149.75
9	Safety Shell Parka	S-XL	\$110.00
		2XL	\$110.00
		3XL	\$110.00
		4XL	\$110.00
		5XL	\$110.00
		6XL	\$110.00
10	Safety 3 Season Jacket	S-XL	\$105.00
		2XL	\$105.00
		3XL	\$105.00
		4XL	\$105.00
		5XL	\$105.00
		6XL	\$105.00
11	Insulated Coveralls	S-XL	\$174.75
		2XL	\$194.75
		3XL	\$194.75
		4XL	\$194.75
		5XL	\$194.75
		6XL	\$194.75

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Town of Greenburgh
 10/8/2013
 S&H Uniforms

<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>Price</u>
12	Coveralls	S-XL	\$79.75
		2XL	\$84.75
		3XL	\$84.75
		4XL	\$84.75
		5XL	\$84.75
		6XL	\$84.75
13	High Visibility Waterproof Coverall	S-XL	\$160.75
		2XL	\$160.75
		3XL	\$160.75
		4XL	\$160.75
		5XL	\$160.75
		6xL	\$160.75
14	Tee Shirt (w/o Pocket)	S-XL	\$10.75
		2XL	\$12.75
		3XL	\$12.75
		4XL	\$13.75
		5XL	\$13.75
		6XL	\$13.75
14	Tee Shirt (with Pocket)	S-XL	\$12.75
		2XL-3XL	\$13.75
		4XL-6XL	\$16.75
15	High Visibility Garment T Shirt (with Pocket)	S-XL	\$19.75
		2XL	\$22.75
		3XL	\$22.75
		4XL	\$24.75
		5XL	\$24.75
		6XL	\$24.75
16	Breakaway Safety Vest	L-XL	\$24.75
		XL-2XL	\$24.75
17	Long Sleeve Shirt	S-XL	\$17.75
		2XL	\$19.75
		3XL	\$19.75
		4XL	\$19.75
		5XL	\$19.75
		6XL	\$19.75

TOWN CLERK
 TOWN OF GREENBURGH
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Town of Greenburgh
10/8/2013
S&H Uniforms

<u>Item</u>	<u>Description</u>	<u>Size</u>	<u>Price</u>
18	Cotton Industrial Workpants	28-42	\$22.75
		44-60	\$24.75
19	Hi Visibility Sweat Jacket	S-XL	\$55.75
		2XL	\$57.75
		3XL	\$57.75
		4XL	\$60.75
		5XL	\$60.75
		6XL	\$60.75
20	High Visibility Uniform Short Sleeve	S-XL	\$45.75
		2XL	\$50.75
		3XL	\$50.75
		4XL	\$50.75
20	High Visibility Uniform Long Sleeve	S-XL	\$46.75
		2XL	\$51.75
		3XL	\$51.75
		4XL	\$51.75
21	Heavyweight Carpenter Pants	28-54	\$45.75
22	Flannel Lined Work Pants	28-44	\$52.75

TOWN CLERK
TOWN OF GREENBURGH
OCT - 8 2013
THIS PAGE UNSEALED/REVIEWED
AT BID OPENING DATE ABOVE

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

PW 2 - 11/13/13

Resolution awarding bid for Two (2) New and Unused Calcium Hypochlorite Briquette Chlorinators with Auto/Manual Control Variable Speed Peristaltic Pumps to the lowest responsible bidder, G.P. Jager & Associates, for an amount not to exceed \$59,013

Attachments

TB 2013 1113 PW-2 reso Award Bid for Chlorinators to G P Jager and Assoc R 1112

TB 2013 1113 PW-2 data J P Jager and Assoc Chlorinator Bid

RESOLUTION AWARDING BID FOR TWO (2) NEW AND UNUSED CALCIUM HYPOCHLORITE BRIQUETTE CHLORINATORS WITH AUTO/MANUAL CONTROL VARIABLE SPEED PERISTALTIC PUMPS TO THE SOLE BIDDER G.P. JAGER & ASSOCIATES, FOR AN AMOUNT NOT TO EXCEED \$59,013

WHEREAS, the Department of Public solicited bids for the purchase of Two (2) New and Unused Calcium Hypochlorite Briquette Chlorinator with Auto/Manual Control Variable Speed Peristaltic Pump on for purchase of equipment for 2013 for the Department of Public Works/Water and Sewer Department; and

WHEREAS, on October 24, 2013, the Department of Public Works received one (1) bid for the purchase of Two (2) New and Unused Calcium Hypochlorite Briquette Chlorinator with Auto/Manual Control Variable Speed Peristaltic Pump; and

WHEREAS, the Department of Public Works has reviewed the sole bid and found the amount bid to be competitive in cost with similar items based on the published specifications; and

WHEREAS, the sole bid, which complies with the Town’s published specifications, was received from:

<u>Bidder</u>	<u>Bid</u>
G.P. Jager & Associates	\$59,013.00
143 Miller Road, Kinnelon, NJ, 07405	

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby awards the bid for Two (2) New and Unused Calcium Hypochlorite Briquette Chlorinators with Auto/Manual Control Variable Speed Peristaltic Pumps to G.P. Jager & Associates, the sole bidder, in the amount of Fifty-Nine Thousand Thirteen Dollars (\$59,013.00), with funding for this purchase available in F.8320.474.5.

GPJ G.P. Jager & Associates

143 Miller Road
 Kinnelon, N.J. 07405
 phone: (973) 750-1180
 fax: (973) 750-1181
 email: info@jagerinc.com
 website: www.jagerinc.com

PAGE: 1
 DATE: 10/22/2013

BID DATE:
 JOB NUMBER: 23178

Water & Wastewater Representatives for the Tri-State Area

ADDRESS TO:

Greenburgh Water
 181 Old Knollwood Road
 Greenburgh, NY 10607
 attn: Chuck Martins
 914-993-1592

PROJECT NAME:

Calcium Hypochlorite Pumps - Watson Marlow

CREDIT TERMS: net 30 days

SPEC SECTION NA

FREIGHT: Included

DELIVERY 3 wks from PO receipt

EST SHIP WT:

LN	QTY	UM	DESCRIPTION/PART NUMBER	UNIT PRICE	EXT. PRICE
1	2		New and unused Watson Marlow model 620DuN/RE Chemical Feed Pump, 245gph @ 60PSI, 2650:1 turndown, NEMA 4X enclosure, digital auto/man speed control, 0.1 rpm digital speed increments, retractable rollers, 0.001 to 2.8 mA programmable inputs, analog outputs, RS-485 network control, (2) 17mm Marprene TM elements, four 1 meter long connector tubes NPT connections, leak detector float switch, 1 complete spare pumphead with rollers, and 5-yr Watson-Marlow warranty.		
2	2		New and unused Lonza Constant Chlor MC4-150 calcium hypochlorite feed skids with load cells, auto/manual control, pressure range 50 to 150 psi, 225 lb dry chemical capacity, operating weight 670 pounds, 5 to 150 lb/day hypo capacity @ 1.5% solution strength, PLC controller with HMI, twenty-four 50 lb. pails of Constant Chlor briquets, 2 days factory startup and operator training. If this bid proposal should become an order, please address your PO to: G.P. Jager & Associates 143 Miller Rd Kinnelon, NJ 07405 973-750-1180 Rich Fiedler Cell: 201-986-1994 Email: rfiedler@jagerinc.com		
				TOTAL:	\$59,013.00

TOWN CLERK
 TOWN OF GREENBURGH
 OCT 24 2013
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 AT BID OPENING DATE ABOVE

Town of Greenburgh

TOWN CLERK
TOWN OF GREENBURGH
OCT 24 2013

NON-COLLUSIVE BIDDING CERTIFICATE

Made pursuant to Section 103-d of the New York State General Municipal Law, as amended, and the Laws of 1966.

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

- b. A bid shall not be considered for award nor shall any award be made where Sections a. (1), (2) and (3) above have not been complied with, provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons therefore. Where Sections a. (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the Town of Greenburgh thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: 10/22/13, 2013.

G. P. Jager & Assoc. Inc.
Legal Name of Person, Firm or Corporation

(Seal of Corporation)

143 Miller Road
Street

Kinnelon N.J. 07405
City State Zip

[Signature] V.P.
Signed Title

(973) 750-1180 (973) 750-1181
Phone Fax

gjager@jagerinc.com
Email:

Town Board- Regular

Meeting Date: 11/13/2013

Text/Header:

PW 3 - 11/13/13

Resolution approving a professional services agreement with Malcolm Pirnie / Arcadis for professional engineering consulting services to the Greenburgh Consolidated Water District No. 1, for services to support compliance with NYS DEC Chemical Bulk Storage Regulations - Phase 2 at the Rumbrook Pump Station, for an amount not to exceed \$29,500

Attachments

TB 2013 1109 PW-3 reso Auth Malcolm Pirnie Prof Contract re Rumbrook Pump Station NYSDEC NOV R 1109

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MALCOLM PIRNIE / ARCADIS FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES TO THE GREENBURGH CONSOLIDATED WATER DISTRICT NO. 1, FOR SERVICES TO SUPPORT COMPLIANCE WITH NYS DEC CHEMICAL BULK STORAGE REGULATIONS – PHASE 2 AT THE RUMBROOK PUMP STATION, FOR AN AMOUNT NOT TO EXCEED \$29,500

WHEREAS, an inspection of the Rumbrook Pump Station was recently conducted by the New York State Department of Environmental Conservation to ascertain compliance with 6NYCRR part 595-599 regulations governing management of Hazardous Substance Bulk Storage; and

WHEREAS, compliance deficiencies were identified requiring the professional assistance of a qualified engineering consulting firm with expertise in such regulations to guide the Town with documents and actions for compliance; and

WHEREAS, the Town is currently under contract with Malcolm Pirnie / ARCADIS (Pirnie) in matters related to the full evaluation of the Rumbrook Water Pump Station; and

WHEREAS, Malcolm Pirnie / ARCADIS has submitted a proposal outlining tasks necessary for compliance; and

WHEREAS, it is the consensus of the Commissioner of Public Works, Deputy Commissioner, Water Superintendent and the Chief Water Treatment Plant Operator that Malcolm Pirnie / ARCADIS based upon their current commitment to the Town and ability, experience, staff professionals, knowledge, commitment and cost, to provide the professional engineering consulting services to support compliance with the NYSDEC Chemical Bulk Storage Regulations;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby authorizes the Town Supervisor to enter into an agreement, for an amount not to exceed \$29,500, with Malcolm Pirnie / ARCADIS, for professional engineering services related to the Rumbrook Pump Station consisting of three tasks necessary for regulatory compliance: (1) provide on-going chemical bulk storage compliance assistance, (2) prepare a revised spill prevention report in conformity with additional research and data, and (3) design a chemical truck unloading containment area.