

**INCORPORATED VILLAGE OF MUTTONTOWN
MEETING OF THE BOARD OF TRUSTEES
REGULAR MONTHLY MEETING
May 13, 2020
Minutes**

Call to Order

The meeting of the Incorporated Village of Muttontown was called to order by Mayor Dr. James Liguori, at 7:09 p.m. In light of the COVID-19 coronavirus pandemic, the Board of Trustees of the Incorporated Village of Muttontown's meeting was held via the teleconferencing application, Zoom, using the following dial-in number and meeting code:

<https://us02web.zoom.us/j/87634047285>

Present

Mayor Dr. James M. Liguori
Deputy Mayor Sudha Prasad
Trustee Chris Economou
Trustee Brian Fagen
Trustee Mohinder Singh
Trustee Jeanine Todaro

Not Present

Trustee Susan Dasilva

Pledge of Allegiance

The Pledge to the Flag of the United States of America was recited by the Board, Village personnel, residents and the general public.

Mayor Liguori explained that meeting has been convened in accordance with the Governor's March 13, 2020 Executive Order 202.1, which suspends certain provisions of the Open Meetings Law to allow a municipal Board to convene via videoconferencing. In accordance with the Executive Order, the public has been provided with the ability to view tonight's work session and comment during the public hearing.

WORK SESSION

A motion was made by Trustee Economou, seconded by Deputy Mayor Prasad and carried unanimously upon a poll of the Board by Clerk/Treasurer Joe Russo to open Work Session

Department Reports

Trustee Economou gave a report on the Muttontown Police Department and asked that Sergeant Ernst give the police department April 2020 report.

A-1441-000-0	Code Enforcement Explanation: Trans unexpended budget appropriation to cover over expenditures	\$13,000.00	A-1420-002-0	Litigation-Attorney Explanation: To cover Unanticipated cost overages of legal services	\$13,000.00
A-1910-000-0	Unallocated Insurance Explanation: Trans unexpended budget appropriation to cover over expenditures	\$36,000.00	A-1420-002-0	Litigation-Attorney Explanation: To cover Unanticipated cost overages of legal services	\$18,000.00
A-3620-004-0	Safety Inspection-Site Plan Consultant Explanation: Trans unexpended budget appropriation to cover over expenditures	\$32,000.00	A-1420-00C-0	Litigation-Muttontown Acres Explanation: To cover Unanticipated cost overages of legal services	\$18,000.00
A-5142-003-0	Snow Removal-Contractual Explanation: Trans unexpended budget appropriation to cover over expenditures	\$52,500.00	A-1420-00C-0	Litigation-Muttontown Acres Explanation: To cover Unanticipated cost overages of legal services	\$32,000.00
			A-1420-00E-0	Litigation-A&W Nursery Explanation: To cover Unanticipated cost overages of legal services	\$52,500.00
Total		\$170,500.00			\$170,500.00

Resolution 20-55 – A motion was made by Trustee Economou and seconded by Trustee Fagen and carried unanimously upon a poll of the Board by Clerk/Treasurer Joe Russo to approve the settlement between the Old Brookville Police Department and the Village of Muttontown in the amount of \$725,000.

Resolution 20-56 – A motion was made by Trustee Todaro and seconded by Trustee Singh and carried unanimously upon a poll of the Board by Clerk/Treasurer Joe Russo to amend resolution 20-33 to decrease the total amount approve by \$59.75 for a new total \$267,155.15.

Resolution 20-57 – A motion was made by Deputy Mayor Prasad and seconded by Trustee Todaro and carried unanimously upon a poll of the Board by Clerk/Treasurer Joe Russo to Direct Clerk-Treasurer Joe Russo to receive and collect from the persons named in the tax roll a total sum of \$3,414,634.00, consisting of \$3,105,341.00 Property Tax Levy and East Norwich Fire Levy of \$309,293.00 for taxpayers in the East Norwich Fire Protection area, without additional charges, between the 1st day of June 2020 and the 1st day of July 2020.

Resolution 20-58 – A motion was made by Trustee Economou and seconded by Trustee Fagen and carried unanimously upon a poll of the Board by Clerk/Treasurer Joe Russo to authorize payment in advance for annual New York State retirement charges, such claim shall be presented at the next regular monthly meeting for audit.

Resolution 20-59 – A motion was made by Trustee Singh and seconded by Deputy Mayor Prasad and carried with five ayes and one abstention upon a poll of the Board by Clerk/Treasurer Joe Russo to authorize Mayor Liguori to sign the proposal from Harris Beach PLLC for attorney services related to zoning code changes.

At 7:29p.m. Trustee Economou made a motion which was seconded by Deputy Mayor Prasad and carried unanimously upon a poll of the Board by Clerk/Treasurer Joe Russo to enter a public session.

Public Input

Mayor Liguori opened public input and gave instructions how members of the public in attendance could ask questions.

Alan Toth of 6 Lynn Drive addressed the Board.

Motion to Adjourn

There being no further business, at 7:35 p.m. Trustee Economou made a motion, seconded by Trustee Fagen and carried unanimously upon a poll of the Board by Clerk/Treasurer Joe Russo to adjourn.

Submitted By: _____ **Joe Russo** _____

Minutes Approved on: 6/10/2020 _____

Resolution No: 20-61 _____

Village of Muttontown
Warrants
As of May 13, 2020

Resolution 20-53	May 2020	PO #	# of Lines
ACCUDATA PAYROLL #121 & 122	\$145,648.31	GL	-
Beyer Ford	\$36,956.00	20-00300	1
CAMPOS	\$9,125.00	20-00684	5
East Norwich Fire Co.	\$77,071.43	20-00681	1
Enerspect Medical Solutions	\$1,856.44	20-00669	1
FERRARI'S AUTO REPAIR	\$2,437.96	20-00688	6
Flexible Systems	\$2,741.10	20-00668	3
Global Commercial Cleaning	\$681.00	20-00675	2
Goodyear	\$1,449.00	20-00678	2
H2M Architects & Engineers	\$6,355.00	20-00692	1
Harris Beach, PLLC	\$7,500.00	20-00683	2
Harris Beach, PLLC Litigation-Prosecutors	\$607.50	20-00694	1
Harris Beach, PLLC Litigation-Muttontown Acres	\$31,872.50	20-00695	1
Harris Beach, PLLC Litigation-Lavin, Jennifer	\$9,415.00	20-00696	1
Harris Beach, PLLC Litigation-Katz Article 78	\$1,997.50	20-00697	1
Harris Beach, PLLC Litigation-WB Kirby Hill LLC	\$9,062.50	20-00698	1
Harris Beach, PLLC Litigation- Carnelian Farms	\$495.00	20-00699	1
Harris Beach, PLLC Litigation- A&W Nursery	\$30,932.24	20-00700	1
Harris Beach, PLLC Litigation- A&W Nursery	\$9,160.00	20-00701	1
HSBC Commercial Credit Card 8780	\$170.82	20-00664	2
LiRo Engineers	\$4,312.00	20-00659	3
Nassau County Clerk Notary Division	\$60.00	20-00680	1
Newsday	\$1,960.00	20-00687	6
NYCOM	\$1,998.00	20-00667	1
NYS & LOCAL RETIREMENT SYSTEM	\$2,338.27	20-00674	2
NYS DEFERRED COMPENSATION PLAN	\$5,320.00	20-00663	4
NYS EMPLOYEE'S HEALTH INS. PENDING ACCT.	\$28,003.08	20-00671	4
NYS Magistrates Assoc.	\$55.00	20-00693	1
Office of State Comptroller	\$2,087.00	20-00658	1
Optimum 4016	\$30.00	20-00666	2
Optimum 2019	\$391.14	20-00689	1
Perillo Bros	\$289.26	20-00703	1
PITNEY BOWES INC. Purchase Power	\$603.00	20-00679	1
PSEGLI 01-2	\$372.36	20-00691	1
PSEGLI 02-0	\$15.53	20-00690	1
PSEGLI 59-9	\$490.42	20-00657	1
Ready Refresh	\$14.00	20-00685	1
SHERIFF OF NASSAU COUNTY Payroll #121 & 122	\$396.16	GL	-
Syosset Car Wash	\$164.80	20-00665	1
TGI Office Automation, INC	\$515.16	20-00575	2
The Little Reporting Company	\$67.50	20-00702	1
UNUM	\$1,113.46	20-00672	4
VERIZON-PD 0141	\$291.79	20-00676	1
VERIZON-VC 0162	\$47.57	20-00677	1
VERIZON WIRELESS-VILLAGE - Tony 6394	\$49.60	20-00662	1
Verizon Wireless - Modems 1351	\$697.90	20-00661	2
WB Mason	\$99.96	20-00673	2
WRIGHT EXPRESS FLEET SERVICES	\$2,163.72	20-00682	3
Xerox	\$20.00	20-00660	2
TOTAL	\$439,500.98		

Budget Transfers
FROM

TO

Code	Description/Explanation	Amount	Code	Description/Explanation	Amount
A-1325-006-0	Clerk/Treasurer-Equipment Explanation: Trans unexpended budget appropriation to cover overexpenditures	\$15,000.00	A-1325-005-0	Clerk/Treasurer-Contractual Explanation: To cover Unanticipated cost overages of services	\$15,000.00
A-1620-004-0	Village Hall-Equipment/Repairs Explanation: Trans unexpended budget appropriation to cover overexpenditures	\$17,000.00	A-1325-005-0	Clerk/Treasurer-Contractual Explanation: To cover Unanticipated cost overages of services	\$17,000.00
A-1420-00H-0	Litigation-Scottsdale Explanation: Trans unexpended budget appropriation to cover overexpenditures	\$5,000.00	A-1420-002-0	Litigation-Attorney Explanation: To cover Unanticipated cost overages of legal services	\$5,000.00
A-1441-000-0	Code Enforcement Explanation: Trans unexpended budget appropriation to cover overexpenditures	\$13,000.00	A-1420-002-0	Litigation-Attorney Explanation: To cover Unanticipated cost overages of legal services	\$13,000.00
A-1910-000-0	Unallocated Insurance Explanation: Trans unexpended budget appropriation to cover overexpenditures	\$36,000.00	A-1420-002-0	Litigation-Attorney Explanation: To cover Unanticipated cost overages of legal services	\$18,000.00
A-3620-004-0	Safety Inspection-Site Plan Consultant Explanation: Trans unexpended budget appropriation to cover overexpenditures	\$32,000.00	A-1420-00C-0	Litigation-Muttontown Acres Explanation: To cover Unanticipated cost overages of legal services	\$18,000.00
A-5142-003-0	Snow Removal-Contractual Explanation: Trans unexpended budget appropriation to cover overexpenditures	\$52,500.00	A-1420-00C-0	Litigation-Muttontown Acres Explanation: To cover Unanticipated cost overages of legal services	\$32,000.00
			A-1420-00E-0	Litigation-A&W Nursery Explanation: To cover Unanticipated cost overages of legal services	\$52,500.00
Total		\$170,500.00			\$170,500.00

**Village of Muttontown
Warrants
As of March 10, 2019**

Resolution 20-33	March 2020	PO #	Adj	# of Lines
ACCUDATA PAYROLL #117 & 118	\$158,217.24	GL		-
ATLANTIC BLUEPRINT	\$109.00	20-00588		4
Axon Enterprises, INC	\$761.80	20-00574		1
Blue 360 Media	\$59.75	20-00584	-59.75	1
Brees Systems Inc.	\$610.00	20-00571		1
Citywide	\$4,495.00	20-00558		1
CHEYANNE ROZENZWEIG	\$200.00	20-00563		2
Christopher Gomoka	\$600.00	20-00565		2
DANIEL FINLEY ALLEN & CO., INC.	\$50.00	20-00590		1
DENNIS W. FARRELL & ASSOCIATES, LLC	\$18,750.00	20-00605		2
Department of Treasury IRS	\$288.71	20-00617		1
Dwight Kennedy	\$300.00	20-00561		1
Farrell & Fritz	\$30.00	20-00604		1
FERRARI'S AUTO REPAIR	\$557.62	20-00592		4
Flexible Systems	\$1,515.05	20-00578		1
Global Commercial Cleaning Svc	\$556.00	20-00612		2
Hansy J. Benott (Interpreter)	\$150.00	20-00562		1
Harris Beach, PLLC	\$7,500.00	20-00597		2
Home Depot Credit Services	\$988.40	20-00570		5
HSBC Commercial Credit Card 8780 J. Liguori	\$71.19	20-00560		2
ICD Consultants, Inc	\$4,565.00	20-00587		1
Law Office T Van Wyck Cushny (Tax Refund)	\$531.27	20-00573		1
LiRo	\$1,298.50	20-00572		1
Looseleaf Law Publications	\$145.55	20-00582		1
Magdalene Economou	\$88.50	20-00567		1
NCVOA	\$1,325.00	20-00598		1
NEWSDAY	\$1,692.00	20-00569		6
NYS & LOCAL RETIREMENT SYSTEM	\$2,235.85	20-00589		2
NYS DEFERRED COMPENSATION PLAN	\$17,266.00	20-00586		4
NYS EMPLOYEE'S HEALTH INS. PENDING ACCT.	\$28,003.08	20-00585		4
OFFICE OF THE STATE COMPROLLER	\$2,215.00	20-00610		1
Optimum 2019	\$391.85	20-00609		1
Optimum 4016	\$15.00	20-00615		1
Perillo Bros. Fuel Corp.	\$725.61	20-00583		2
PITNEY BOWES INC. Purchase Power	\$476.51	20-00580		1
PMG	\$200.71	20-00607		1
Podell, Schwartz, Schechter & Banfield	\$30.00	20-00603		1
Property Tax Adjusters	\$60.00	20-00601		2
PSEGLI 01-2	\$441.52	20-00599		1
PSEGLI 02-0	\$15.53	20-00600		1
PSEGLI 59-9	\$560.75	20-00579		1
Ready Refresh	\$221.79	20-00613		1
Robert McLaughlin	\$300.00	20-00591		1
RONALD KOENIG	\$300.00	20-00566		2
Schroder & Strom, LLP	\$30.00	20-00602		1
SHERIFF OF NASSAU COUNTY PAYROLL #117 & 118	\$396.16	GL		-
THE LITTLE REPORTING COMPANY	\$1,181.00	20-00559		2
UNUM	\$1,113.46	20-00581		4
VERIZON-PD	\$288.94	20-00594		1
VERIZON-VC	\$46.42	20-00593		1
VERIZON WIRELESS-MODEMS	\$349.72	20-00595		1

Village of Muttontown
Warrants
As of March 10, 2019

Resolution 20-33	March 2020	PO #	Adj	# of Lines
VERIZON WIRELESS-PD Phones	\$158.00	20-00596		1
VERIZON WIRELESS-VILLAGE - Tony	\$49.83	20-00577		1
WB Mason	\$548.90	20-00568		6
Welsbach Electric Corp of LI	\$245.00	20-00576		1
West Side Engineering PC	\$400.00	20-00606		1
William Jaye	\$300.00	20-00564		1
William Penn Life Insurance- Amante	\$308.99	20-00616		1
William Penn Life Insurance- Slane	\$303.99	20-00611		1
WRIGHT EXPRESS FLEET SERVICES	\$2,532.42	20-00608		3
XEROX CORPORATION	\$47.29	20-00614		2
TOTAL	\$267,214.90			
UPDATED TOTAL Res#20-56	\$267,155.15		-\$59.75	

April 27, 2020

THE OMNI
333 EARLE OVINGTON BLVD., SUITE 901
UNIONDALE, NEW YORK 11553
(516) 880-8484

KEITH M. CORBETT, ESQ.

DIRECT:
FAX: 516-880-8483
KCORBETT@HARRISBEACH.COM

PERSONAL AND CONFIDENTIAL

Hon. James M. Liguori
Incorporated Village of Muttontown
One Raz Tafuro Way
Muttontown, NY 11791

Re: Agreement for Attorneys' Services

Dear Mayor Liguori:

On behalf of Harris Beach PLLC (the "Firm"), please accept this letter as the Firm's proposal for engagement by the Incorporated Village of Muttontown, ("Client"), including the scope of services we will be providing pursuant to this engagement, and the agreed upon fee and billing arrangements.

Scope of Engagement. Our representation of the Village will consist of legal advice, consultation and representation concerning identified updates of the Incorporated Village of Muttontown Zoning Code (hereinafter "Code"), to ensure the Code consistently reflects the laws and ordinances of the Incorporated Village of Muttontown and New York State law, together with the implementation of any plans necessary to ensure the effectiveness of the Code. It is understood that our services shall include telephone conferences, preparation of legal documents and the filing thereof, negotiations, research, evaluation, review and preparation for and attendance at any conferences, meetings, hearings and trials regarding these matters. While we cannot currently determine the full scope of services we will be required to provide to you in connection with the matter for which we are being engaged, it is anticipated that we will provide all services reasonably related to those matters within the scope of our representation. As you know all expressions concerning progress or the outcome of issues relative to our engagement are necessarily matter of professional opinion and judgment only and are always subject to the kinds of uncertainties and risks with which you are familiar.

It is understood that our services shall include telephone conferences, preparation of documents, research, preparation for and attendance at a meeting, hearings and trials regarding these matters. While we cannot currently determine the full scope of services we will be required to provide to you in connection with the matter for which we are being engaged, it is anticipated that we win provide all services reasonably related to those matters within the scope of our representation.

Firm Personnel; Principal Contact. Keith M. Corbett will be primarily responsible for the supervision of this Matter, but you are engaging the firm as a whole. I can be reached at (516) 880-8492 or kcorbett@harrisbeach.com. As necessary or appropriate, we will draw upon the talents

and experience of other firm attorneys, professionals and staff in providing our services relating to the Matter.

Fee. Harris Beach has agreed to serve as zoning code counsel, as set forth in the scope of work above, for a flat fee of \$25,000.00. Additionally, the Village has agreed to pay the Firm an hourly rate of \$275.00 per hour for any and all litigation or disputes and claims that arise, whether in a defensive or affirmative nature, concerning the identified updates to the Code. We will, from time to time at your request, provide estimates concerning our estimated fee. In the unlikely event a dispute arises between us relating to our fees, you may have the right to arbitration of that dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Other Charges. In addition to our fees for rendering professional services, our billing statements will include separate charges for performing services such as photocopying, scanning, delivery charges, long distance telephone calls, facsimile transmissions, specialized computer applications, travel, and other expenses and services incurred incidentally to the performance of our legal services.

Billing Cycle and Retainer. It is our normal practice to require the deposit of a retainer for legal services against which we bill and collect our fees and disbursements. We request a retainer of \$25,000.00 for the Matter, payable at the commencement of this matter.

Termination of Engagement. Either of us may terminate the engagement at any time for any reason by written notice, subject, on our part, to the rules of professional responsibility with three (3) months notice. No such termination, however, will relieve you of the obligation to pay the legal fees owed to us for services performed and other charges owed to us through the date of termination. After the completion of our services on your behalf, changes may occur in applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the Matter to provide additional advice on issues relating specifically to the

Matter, the firm has no continuing obligation to advise you with respect to future legal developments, whether relating to the Matter or otherwise.

Conclusion of Representation.. Disposition of Client Documents. Unless previously terminated, our representation with respect to the Matter will terminate upon our sending you our final statement for services rendered in this matter. Following such termination, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, we will return your papers and property promptly after receipt of payment for any outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records; internal lawyers' work product such as drafts, notes, internal memoranda; and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We will retain all remaining documents for a certain period of time, but reserve the right for various reasons including the minimization of unnecessary storage expenses,

to destroy or otherwise dispose of them within a reasonable time after the termination of the engagement.

Client Responsibilities. In order for us to provide you with quality legal representation, you agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. Please bear in mind that if we do not obtain such cooperation and information, the quality of our representation may suffer and your cost of receiving services may increase (due to additional time required on the Matter). We will, of necessity, be relying on the completeness and accuracy of the information you provide to us when performing our services on your behalf. The firm requires that payment of our statements for services and expenses are kept current as a condition to our continuing to provide you with services.

Permitted Methods of Communication. Our clients place a high value on their ability to communicate with their Harris Beach attorneys as promptly as possible. Accordingly, in performing our services, we may make use of cellular telephones, facsimile machines, email and so-called "smart phones" or personal digital assistants unless you direct us otherwise in writing. Nearly all of our clients elect for the convenience and speed of communication that can be achieved with these and other similar technologies over the risk that the communications may not be completely secure. We will of course take reasonable steps to help assure your communications using these methods remain confidential, but we will not be responsible for disclosures of your confidential information occurring from the use of such communication technologies. Please advise us in writing as to any particular form of communication technology you prefer that we not use in our communications with you.

Possible Conflicts. Harris Beach PLLC represents many other companies and individuals. It is possible that during the time we are representing you, some of our present or future clients will have disputes or transactions with you. You [each] agree that we may continue to represent or may undertake to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instances where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. For the purpose of determining whether a conflict of interest exists, it is only the client that we represent, and not its affiliates. You agree not to give us any confidential information regarding your affiliates unless they have separately engaged us to perform services on their behalf. While we recognize that to act adversely to any affiliate could jeopardize a long-term relationship with you, which we would naturally be reluctant to do, for conflict of interest purposes we reserve the right to represent another client with interests adverse to any affiliate that is not itself a client without obtaining any consent from you or your affiliates.

Although unlikely, it may be necessary in the course of your representation for our lawyers to analyze or address their professional duties or responsibilities or those of the firm, and to consult with the firm's risk management committee or other lawyers in doing so. To the extent we are addressing our duties, obligations or responsibilities to you in those consultations, it is possible that a conflict of interest might be deemed to exist as between our lawyers or firm and you. As a

condition of this engagement, you consent to any conflict of interest that might be deemed to arise out of any such consultations. You further agree that these consultations are protected from disclosure by the firm's attorney-client privilege and that you will not seek to discover or inquire into them. Of course, nothing in the foregoing shall diminish or otherwise affect our obligation to keep you informed of material developments in your representation, including any conclusions arising out of such consultations to the extent that they affect your interests.

We look forward to working with you and appreciate the opportunity to represent the Incorporated Village of Muttontown. If this proposal is acceptable, please so indicate by returning a countersigned copy of this letter and a check payable to Harris Beach PLLC for the initial retainer, and then we will proceed with the representation. Please note that unless and until we hear from you to the contrary, we will assume that we are entitled to proceed under the terms of this letter. Consistent with firm policy, however, we reserve the right to delay commencement of work on this Matter until you have signed and returned the letter to us, and/or to cease work on this Matter if you do not sign and return a copy to us within five days.

Please call me with any questions regarding the foregoing.

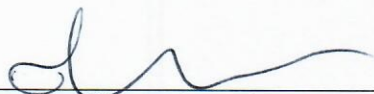
Sincerely,

HARRIS BEACH PLLC

By: _____
Keith M. Corbett, Esq.

Agreed and Accepted this
__ day of April, 2020

Incorporated Village of Muttontown

By: 
Print: James M. Liguori, Mayor