



AGENDA
APRIL 3, 2013
BOARD OF TRUSTEES
VILLAGE OF BRIARCLIFF MANOR, NEW YORK
REGULAR MEETING – 7:30 PM

1. Public Hearing Fiscal Year 2013-2014 Tentative Budget (to be continued to April 17th)

Board of Trustees Announcements

Village Managers Report

Public Comments

2. Fire Department Service Awards Program
3. Authorize Village Manager to Execute Agreements:
 - a) Westchester County Emergency Services – 60 Control
 - b) Pace University
 - c) Woodard & Curran Engineering – SCADA System Support
 - d) Ambulance Services 2012 and 2013 – Town of Mount Pleasant
 - e) Northeast and East Briarcliff Fire Protection Agreement – Town of Mount Pleasant
 - f) Hydrant Rental Agreement – Town of Mount Pleasant
4. Minutes
 - March 20, 2013 – Regular Meeting

NEXT REGULAR BOARD OF TRUSTEES MEETING – APRIL 17, 2013

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
APRIL 3, 2013

2. FIRE DEPARTMENT SERVICE AWARDS PROGRAM

BE IT RESOLVED, that the Volunteer Firefighter Service Award Program list for all 2012 active firefighters of the Briarcliff Manor Fire Company, the Briarcliff Manor Hook, Ladder & Fire Company and the Scarborough Engine Company is hereby approved.

BE IT FURTHER RESOLVED that the list shall be directed to the respective fire companies for posting for a period of thirty (30) days.

2012 SERVICE AWARD PROGRAM FIREFIGHTER RECORDS
VILLAGE OF BRIARCLIFF MANOR

Briarcliff Manor Fire Company

#	Last Name	First Name	MI	Birth Date	Accrued Service Credit	2012 Points Earned	Mailing Address	Program Status
1	Alecci	Dominick	J.	[REDACTED]	15	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
2	Bennett	Shaun	D.	[REDACTED]	3	<u>125</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
3	Blevins	Jason		[REDACTED]	4	<u>50</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
4	Brandt	Matthew		[REDACTED]	1	<u>0</u>	[REDACTED]	Active
5	Brunner	Christopher J.		[REDACTED]	7	<u>0</u>	[REDACTED] Pfafftown, NC 27040	Active
6	Buckle	Oliver		[REDACTED]	1	<u>55</u>	[REDACTED] Ossining, NY 10562	Active
7	Cacciola	Douglas	R.	[REDACTED]	14	<u>85</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
8	Caruso	Kate		[REDACTED]	2	<u>0</u>	[REDACTED] Ossining, NY 10562	Active
9	Caruso	Vincent	J.	[REDACTED]	5	<u>99</u>	[REDACTED] Ossining, NY 10562	Active
10	Cascone	Jason		[REDACTED]	3	<u>0</u>	[REDACTED] White Plains, NY 10606	Active
11	Caulfield	Cole		[REDACTED]	3	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active

2012 SERVICE AWARD PROGRAM FIREFIGHTER RECORDS
VILLAGE OF BRIARCLIFF MANOR

Briarcliff Manor Fire Company

#	Last Name	First Name	MI	Birth Date	Accrued Service Credit	2012 Points Earned	Mailing Address	Program Status
12	Crawford	Jason	L.	[REDACTED]	10	<u>93</u>	[REDACTED] Yorktown Heights, NY 10598	Active
13	Crosswell	Rachel		[REDACTED]	1	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
14	Dubac	Eric	S.	[REDACTED]	10	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
15	Farrington	Thomas		[REDACTED]	21	<u>98</u>	[REDACTED] Ossining, NY 10562	Active
16	Fleischman	Alan	M.	[REDACTED]	21	<u>69</u>	[REDACTED] Ossining, NY 10562	Active
17	Friedel	Thomas	M.	[REDACTED]	2	<u>43</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
18	Fulfree	Gregory	J.	[REDACTED]	4	<u>0</u>	[REDACTED] Watervleit, NY 12189	Active
19	Fulfree	Peter	J.	[REDACTED]	6	<u>128</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
20	Gallagher	Martin	P.	[REDACTED]	24	<u>77</u>	[REDACTED] Ossining, NY 10562	Active
21	Gallagher	Peter	J.	[REDACTED]	5	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
22	Guilmette	David		[REDACTED]	2	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active

2012 SERVICE AWARD PROGRAM FIREFIGHTER RECORDS
VILLAGE OF BRIARCLIFF MANOR

Briarcliff Manor Fire Company

#	Last Name	First Name	MI	Birth Date	Accrued Service Credit	2012 Points Earned	Mailing Address	Program Status
23	Gullo	Matthew	P.	[REDACTED]	7	<u>71</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
24	Harrison	Eric	J.	[REDACTED]	2	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
25	Haxhia	Behar		[REDACTED]	3	<u>78</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
26	Johnson	Debra	A.	[REDACTED]	24	<u>111</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
27	Johnson	William	A.	[REDACTED]	21	<u>56</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
28	Kossow	William	T.	[REDACTED]	17	<u>0</u>	[REDACTED] Middleburgh, NY 12122	Active
29	LaBruzzo	Carmelo		[REDACTED]	24	<u>84</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
30	Lehning	Robert	C.	[REDACTED]	13	<u>51</u>	[REDACTED] Peekskill, NY 10566	Active
31	Leihbacher	Rachel	M.	[REDACTED]	24	<u>131</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
32	Lichter	Justin	S.	[REDACTED]	1	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
33	Malarchuk	Alex	W.	[REDACTED]	9	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active

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VILLAGE OF BRIARCLIFF MANOR

Briarcliff Manor Fire Company

#	Last Name	First Name	MI	Birth Date	Accrued Service Credit	2012 Points Earned	Mailing Address	Program Status
34	Marcel	John	J.	[REDACTED]	8	<u>76</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
35	McVeigh	Trevor		[REDACTED]	2	<u>74</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
36	Miller	Joshua		[REDACTED]	4	<u>0</u>	[REDACTED] Ossining, NY 10562	Active
37	Motta	Michael	A.	[REDACTED]	7	<u>61</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
38	Neski	Steven		[REDACTED]	20	<u>44</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
39	Norwood	Dan		[REDACTED]	1	<u>41</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
40	Pastore	Richard		[REDACTED]	2	<u>18</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
41	Pugliese	Catherine	S.	[REDACTED]	11	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
42	Pugliese	Joseph	F.	[REDACTED]	11	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
43	Reilly	Dennis	L.	[REDACTED]	10	<u>132</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
44	Reilly	Kyle	J.	[REDACTED]	3	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active

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#	Last Name	First Name	MI	Birth Date	Accrued Service Credit	2012 Points Earned	Mailing Address	Program Status
45	Reilly	Timothy	J.	[REDACTED]	14	<u>0</u>	[REDACTED]	Active
46	Reilly, Jr.	Lawrence	I.	[REDACTED]	24	<u>89</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
47	Rice	Matthew		[REDACTED]	3	<u>0</u>	[REDACTED] Ossining, NY 10562	Active
48	Sullivan	Paul	J.	[REDACTED]	13	<u>54</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
49	Tani	Masato	M.	[REDACTED]	2	<u>58</u>	[REDACTED] Eastchester, NY 10709	Active
50	Urban	Linda	L.	[REDACTED]	15	<u>60</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
51	Uyterlinde	Aire		[REDACTED]	3	<u>104</u>	[REDACTED] Ossining, NY 10562	Active
52	Weiner	Carl	M.	[REDACTED]	18	<u>42</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
53	Welsh	William	J.	[REDACTED]	8	<u>101</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
54	White	Jay	C.	[REDACTED]	24	<u>82</u>	[REDACTED] Ossining, NY 10562	Active
55	Ashar	Dhirendra	L.	[REDACTED]	8	<u>135</u>	[REDACTED] Briarcliff Manor, NY 10510	Entitled 6/10

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56	Catalfamo	Carmelo		[REDACTED]	5	<u>14</u>	[REDACTED] Briarcliff Manor, NY 10510	Entitled 1/97
57	DeAngelis	William	J.	[REDACTED]	9	<u>4</u>	[REDACTED] Briarcliff Manor, NY 10510	Entitled 6/11
58	Engelhardt, Jr.	Martin	B.	[REDACTED]	2	<u>82</u>	[REDACTED] Briarcliff Manor, NY 10510	Entitled 6/11
59	Guilmette	Peter	D.	[REDACTED]	23	<u>94</u>	[REDACTED] Briarcliff Manor, NY 10510	Entitled 6/06
60	LePage	John	L	[REDACTED]	12	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Entitled 6/11
61	Marell	James	K.	[REDACTED]	8	<u>53</u>	[REDACTED] Ossining, NY 10562	Entitled 6/09
62	Sharman	William		[REDACTED]	6	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Entitled 1/94
63	Bakker	Joyce	E.	[REDACTED]	6	<u>0</u>	[REDACTED] Harwich, MA 02645	Vested/Inactive 98
64	Bakker, Jr.	John	T.	[REDACTED]	6	<u>0</u>	[REDACTED] Harwich, MA 02645	Vested/Inactive 98
65	Blevins	Jeanne	M.	[REDACTED]	6	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Vested/Inactive 99
66	Blevins	Robert	W.	[REDACTED]	8	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Vested/Inactive 99

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#	Last Name	First Name	MI	Birth Date	Accrued Service Credit	2012 Points Earned	Mailing Address	Program Status
67	Burns	John	L.	[REDACTED]	7	0	[REDACTED] Briarcliff Manor, NY 10510	Vested/Inactive 91
68	Gallagher	Lisa		[REDACTED]	8	0	[REDACTED] Stormville, NY 12582	Vested/Inactive 97
69	Kelly	Edward	J.	[REDACTED]	8	0	[REDACTED] Briarcliff Manor, NY 10510	Vested/Inactive 98
70	Kelly	Jennifer	A.	[REDACTED]	6	0	[REDACTED] Cortlandt Manor, NY 10567	Vested/Inactive 98
71	Milgiore	James		[REDACTED]	8	0	[REDACTED] 1444 Pleasantville Road [REDACTED] [REDACTED] 10510	Vested/Inactive 99
72	Ozzello	Robert	J	[REDACTED]	8	0	[REDACTED] Hopewell Junction, NY 12533	Vested/Inactive 99
73	Turco	Michael	S.	[REDACTED]	9	0	[REDACTED] Ossining, NY 10562	Vested/Inactive 01
74	Wright	John	R.	[REDACTED]	9	0	[REDACTED] Pelham, NY 10803	Vested/Inactive 02

2012 SERVICE AWARD PROGRAM FIREFIGHTER RECORDS
VILLAGE OF BRIARCLIFF MANOR

Briarcliff Manor Hook, Ladder & Fire Company

#	Last Name	First Name	MI	Birth Date	Accrued Service Credit	2012 Points Earned	Mailing Address	Program Status
1	Allen	John	C.	[REDACTED]	3	<u>17</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
2	Assatly	Charles		[REDACTED]	3	<u>0</u>	[REDACTED] Ossining, NY 10562	Active
3	Bishop	Nigel		[REDACTED]	2	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
4	Caufield	Sean		[REDACTED]	1	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
5	Cerrone	Frank		[REDACTED]	15	<u>51</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
6	Code	Howard	T.	[REDACTED]	21	<u>65</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
7	Cohen	David	A.	[REDACTED]	1	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
8	Deem	Michael	A.	[REDACTED]	5	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
9	DeRose, Jr.	Cesare		[REDACTED]	1	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
10	DeRose, Sr.	Cesare		[REDACTED]	14	<u>66</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
11	Donati	Daniel	J.	[REDACTED]	8	<u>64</u>	[REDACTED] Briarcliff Manor, NY 10510	Active

2012 SERVICE AWARD PROGRAM FIREFIGHTER RECORDS
VILLAGE OF BRIARCLIFF MANOR

Briarcliff Manor Hook, Ladder & Fire Company

#	Last Name	First Name	MI	Birth Date	Accrued Service Credit	2012 Points Earned	Mailing Address	Program Status
12	Flihan	Peter	A.	[REDACTED]	7	<u>88</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
13	Goldheim	Jonathan	M.	[REDACTED]	1	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
14	Goodkin	Alan	D.	[REDACTED]	2	<u>52</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
15	Gutzmann	James	E.	[REDACTED]	1	<u>94</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
16	Herrero	Jose	A.	[REDACTED]	1	<u>61</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
17	Hertz	Paul		[REDACTED]	6	<u>15</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
18	Holland	Timothy	B.	[REDACTED]	7	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
19	Honnegger, Jr.	William	G.	[REDACTED]	1	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
20	Hunt	Kevin		[REDACTED]	6	<u>145</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
21	Hunt	Lars		[REDACTED]	0	<u>72</u>	_____ _____	Active
22	Jackson	Christopher		[REDACTED]	2	<u>74</u>	[REDACTED] Briarcliff Manor, NY 10510	Active

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Briarcliff Manor Hook, Ladder & Fire Company

#	Last Name	First Name	MI	Birth Date	Accrued Service Credit	2012 Points Earned	Mailing Address	Program Status
23	Jackson	Edward	T.	[REDACTED]	19	<u>61</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
24	Karlik	Anthony	J.	[REDACTED]	6	<u>55</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
25	Kaufman	Anthony		[REDACTED]	10	<u>30</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
26	King	Michael		[REDACTED]	13	<u>94</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
27	Kowack	William	L.	[REDACTED]	17	<u>0</u>	[REDACTED] Nashville, NC 27856-7710	Active
28	Lalak	Christopher	J.	[REDACTED]	7	<u>0</u>	[REDACTED] Carmel, NY 10512	Active
29	Lane	Christopher	J.	[REDACTED]	6	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
30	Martin	Robert		[REDACTED]	14	<u>38</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
31	Mason	Andrew		[REDACTED]	1	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
32	Melnychuk, Jr.	Wasył		[REDACTED]	3	<u>54</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
33	Minkoff	Robert		[REDACTED]	4	<u>59</u>	[REDACTED] Briarcliff Manor, NY 10510	Active

2012 SERVICE AWARD PROGRAM FIREFIGHTER RECORDS
VILLAGE OF BRIARCLIFF MANOR

Briarcliff Manor Hook, Ladder & Fire Company

#	Last Name	First Name	MI	Birth Date	Accrued Service Credit	2012 Points Earned	Mailing Address	Program Status
34	Molinelli	Michael		[REDACTED]	11	<u>66</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
35	O'Donnell	James	M.	[REDACTED]	6	<u>74</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
36	O'Hanlon, Jr.	Robert		[REDACTED]	11	<u>105</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
37	Schultz	Stephen	M.	[REDACTED]	9	<u>65</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
38	Spitgerber	Daniel	H.	[REDACTED]	1	<u>55</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
39	Ventura	Alexander	W.	[REDACTED]	15	<u>11</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
40	Waldock	Wade	C.	[REDACTED]	1	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
41	Wickey	Andrew	P.	[REDACTED]	5	<u>44</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
42	Wolfson	David		[REDACTED]	7	<u>87</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
43	Bauer	William		[REDACTED]	21	<u>77</u>	[REDACTED] Briarcliff Manor, NY 10510	Entitled 6/04
44	Bauso	John		[REDACTED]	16	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Entitled 6/00

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Briarcliff Manor Hook, Ladder & Fire Company

#	Last Name	First Name	MI	Birth Date	Accrued Service Credit	2012 Points Earned	Mailing Address	Program Status
45	Boyle	Bernard	C.	[REDACTED]	2	<u>76</u>	[REDACTED] Briarcliff Manor, NY 10510	Entitled 6/11
46	Cerrone	Robert	L.	[REDACTED]	22	<u>57</u>	[REDACTED] Briarcliff Manor, NY 10510	Entitled 6/08
47	Colby	Fred	M.	[REDACTED]	23	<u>0</u>	[REDACTED] Hudson, NY 12534	Entitled 6/08
48	Jackson	C. Thomas		[REDACTED]	9	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Entitled 6/02
49	Lalak	Joseph	J.	[REDACTED]	15	<u>131</u>	[REDACTED] Briarcliff Manor, NY 10510	Entitled 1/97
50	Liapunov	Sviatoslav		[REDACTED]	7	<u>14</u>	[REDACTED] Briarcliff Manor, NY 10510	Entitled 6/02
51	Reyes	Hector	L.	[REDACTED]	11	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Entitled 6/11
52	Ventura	William	P.	[REDACTED]	21	<u>88</u>	[REDACTED] Briarcliff Manor, NY 10510	Entitled 6/08
53	Wolfe	Larry		[REDACTED]	6	<u>11</u>	[REDACTED] Briarcliff Manor, NY 10510	Entitled 1/94

2012 SERVICE AWARD PROGRAM FIREFIGHTER RECORDS
VILLAGE OF BRIARCLIFF MANOR

Scarborough Engine Company

#	Last Name	First Name	MI	Birth Date	Accrued Service Credit	2012 Points Earned	Mailing Address	Program Status
1	Alleva	Alexander	D.	[REDACTED]	7	<u>91</u>	[REDACTED] Ossining, NY 10562	Active
2	Avinoam	Elan	M.	[REDACTED]	4	<u>53</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
3	Avinoam	Tzafrir		[REDACTED]	23	<u>52</u>	[REDACTED] Ossining, NY 10562	Active
4	Bassett	Jeffrey	P.	[REDACTED]	6	<u>90</u>	[REDACTED] Ossining, NY 10562	Active
5	Bassett	Michael	J.	[REDACTED]	24	<u>65</u>	[REDACTED] Ossining, NY 10562	Active
6	Bassett	Thomas	M.	[REDACTED]	3	<u>0</u>	[REDACTED] Wellington, FL 33414	Active
7	Bassett, III	William	A.	[REDACTED]	7	<u>44</u>	[REDACTED] Mohegan Lake, NY 10547	Active
8	Bassett, Jr.	Michael	J.	[REDACTED]	4	<u>2</u>	[REDACTED] Ossining, NY 10562	Active
9	Bassett, Jr.	William	A.	[REDACTED]	10	<u>59</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
10	Calman	Darren		[REDACTED]	3	<u>82</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
11	Cardoso	Matthew	M	[REDACTED]	1	<u>0</u>	[REDACTED]	Active

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12	Cardoso	Roger	M	[REDACTED]	3	<u>0</u>	[REDACTED]	Active
13	D'Amato	Lori	M.	[REDACTED]	5	<u>0</u>	[REDACTED] Ossining, NY 10562	Active
14	Davidson	Cheryl		[REDACTED]	3	<u>82</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
15	Dengler	Theobald		[REDACTED]	16	<u>142</u>	[REDACTED] Ossining, NY 10562	Active
16	Esch	David	R.	[REDACTED]	1	<u>3</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
17	Fisher	Tim		[REDACTED]	21	<u>75</u>	[REDACTED] Katonah, NY 10536	Active
18	Garcia	R. Michael		[REDACTED]	5	<u>107</u>	[REDACTED] Ossining, NY 10562	Active
19	Gilbert	Frank	C.	[REDACTED]	1	<u>7</u>	[REDACTED] Ossining, NY 10562	Active
20	Goldman	Matthew	S.	[REDACTED]	6	<u>84</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
21	Gustin	Thomas	B.	[REDACTED]	16	<u>0</u>	[REDACTED] Ossining, NY 10562	Active
22	Hautau	Lisette	M.	[REDACTED]	15	<u>61</u>	[REDACTED] Ossining, NY 10562	Active

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 VILLAGE OF BRIARCLIFF MANOR

Scarborough Engine Company

#	Last Name	First Name	MI	Birth Date	Accrued Service Credit	2012 Points Earned	Mailing Address	Program Status
23	Karbon	Michael	J.	[REDACTED]	15	<u>0</u>	[REDACTED] Ossining, NY 10562	Active
24	Kowack	Michelle		[REDACTED]	3	<u>69</u>	[REDACTED] Nashville, NC 27856-7710	Active
25	Krebser	Nicholas	J.	[REDACTED]	2	<u>50</u>	[REDACTED] Ossining, NY 10562	Active
26	Lederman	Joan		[REDACTED]	15	<u>126</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
27	Lederman	Mark		[REDACTED]	9	<u>5</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
28	Mackintosh	William	D.	[REDACTED]	16	<u>0</u>	[REDACTED] Ossining, NY 10562	Active
29	McCabe, II	William	E.	[REDACTED]	16	<u>2</u>	[REDACTED] Croton, NY 10520	Active
30	Meade	Peter	M.	[REDACTED]	15	<u>0</u>	[REDACTED] Spring Lake, NJ 07762	Active
31	Muro	Jon		[REDACTED]	3	<u>51</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
32	Muro	Matthew		[REDACTED]	2	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
33	Muro	Nick		[REDACTED]	7	<u>68</u>	[REDACTED] Briarcliff Manor, NY 10510	Active

2012 SERVICE AWARD PROGRAM FIREFIGHTER RECORDS
VILLAGE OF BRIARCLIFF MANOR

Scarborough Engine Company

#	Last Name	First Name	MI	Birth Date	Accrued Service Credit	2012 Points Earned	Mailing Address	Program Status
34	Robson	Scott		[REDACTED]	4	<u>53</u>	[REDACTED] Ossining, NY 10562	Active
35	Saffadi	Mark	A.	[REDACTED]	2	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
36	Schaeffer	Rochelle		[REDACTED]	6	<u>33</u>	[REDACTED] Ossining, NY 10562	Active
37	Smalley	Kevin		[REDACTED]	0	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Military, Not Eligible
38	Smalley	Philomena	R.	[REDACTED]	22	<u>87</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
39	Smalley	Sean	H.	[REDACTED]	5	<u>0</u>	[REDACTED] Harrisburg, PA 17109	Active
40	Smalley	Stephen	H.	[REDACTED]	21	<u>50</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
41	Smyth-Dengler	Joan	H.	[REDACTED]	13	<u>53</u>	[REDACTED] Ossining, NY 10562	Active
42	Towbin	Mark		[REDACTED]	1	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Active
43	Truax	Marc		[REDACTED]	9	<u>0</u>	[REDACTED] Orlando, FL 32828	Active
44	Vescio	Steven	A.	[REDACTED]	7	<u>14</u>	[REDACTED] Briarcliff, NY 10510	Active

2012 SERVICE AWARD PROGRAM FIREFIGHTER RECORDS
VILLAGE OF BRIARCLIFF MANOR

Scarborough Engine Company

<u>#</u>	<u>Last Name</u>	<u>First Name</u>	<u>MI</u>	<u>Birth Date</u>	<u>Accrued Service Credit</u>	<u>2012 Points Earned</u>	<u>Mailing Address</u>	<u>Program Status</u>
45	Bright	Edwin		[REDACTED]	6	<u>3</u>	[REDACTED] Briarcliff Manor, NY 10510	Entitled 1/94
46	Wishnie	Richard	G.	[REDACTED]	7	<u>0</u>	[REDACTED] Briarcliff Manor, NY 10510	Entitled 6/08
47	Bertino	Joe		[REDACTED]	5	<u>0</u>	[REDACTED] Ossining, NY 10562	Vested/Inactive 96

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
APRIL 3, 2013

**3A. AUTHORIZE VILLAGE MANAGER TO EXECUTE AN AGREEMENT
WITH WESTCHESTER COUNTY EMERGENCY SERVICES – 60
CONTROL**

RESOLVED, that the Village of Briarcliff Manor approves participation by the Village of Briarcliff Manor Fire Department in the Westchester County Fire Mutual Aid Plan ("Plan"), as amended from time to time, and further certifies to Westchester County, through its Commissioner of Emergency Services, that it shall comply with the provisions of the Plan; and be it further

RESOLVED, that there are no resolutions in effect that restrict outside service and training by the named Fire Agency; and be it further

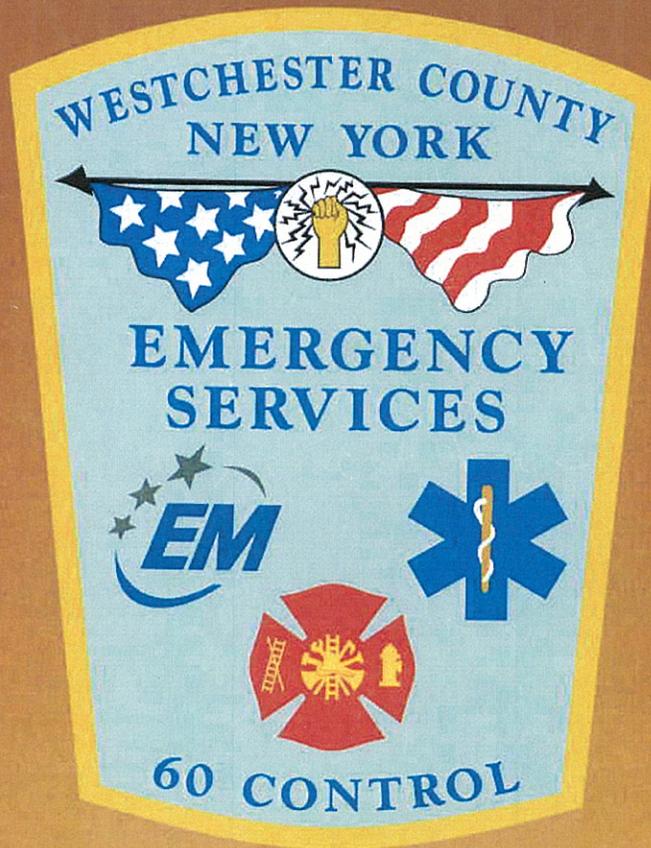
RESOLVED that there are no limitations, conditions or restrictions on the Fire Agency from providing prompt assistance, and the Commissioner of Emergency Services shall be notified in writing in any such limitations are imposed subsequent to the adoption of this Resolution; and be it further

RESOLVED, that the named Fire Agency shall respond to all calls for assistance from another Fire Agency through the Westchester County Emergency Communications Center a/k/a "60 Control"; and be it further

RESOLVED, that the Village of Briarcliff Manor hereby acknowledges and accepts it's financial responsibility pursuant to applicable law; and be it further

RESOLVED, that a copy of this resolution shall be filed with the Westchester County Commissioner of Emergency Services.

Westchester County Fire Mutual Aid Plan



Draft: September 27, 2012
Adopted: December 19, 2012



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Westchester County Fire Mutual Aid Plan

I. Purpose

The purpose of the Westchester County Fire Mutual Aid Plan (the "Plan") is to define the format, structure, policy and procedure to facilitate organized, supervised, coordinated, cooperative and reciprocal assistance in which fire personnel, equipment and the physical facilities of participating Fire Agencies are utilized to supply aid and protection to other participating Fire Agencies, for the benefit of the municipalities located in Westchester County, in cases of fire or other emergencies. It is the objective of this Plan to foster cooperation and coordination of firefighting resources throughout the County of Westchester.

This Plan shall amend and restate any previous Westchester County Fire Mutual Aid Plans in their entirety.

It is expected that Plan participants shall first expend and exhaust all of their own resources prior to placing a Mutual Aid request. Mutual Aid is intended to be reserved for extreme circumstances. It is not intended to be routine, nor should it become abusive or an unreasonable burden to the Fire Agencies providing assistance.

II. Administration

The Commissioner of the Westchester County Department of Emergency Services ("WCDES") or his designee (the "Commissioner"), as the Chief Administrative Fire Officer, shall be responsible for the administration and execution of the Plan pursuant to New York State County Law §225-a, and as authorized pursuant to §193.02 of the Laws of Westchester County.

III. Fire Advisory Board

The Westchester County Fire Advisory Board ("FAB") members are appointed by the County Executive and sworn in as public officers by the Westchester County Clerk. The FAB is tasked with advising and making recommendations to the County Executive through the Westchester County Department of Emergency Services on fire matters and issues, including those related to the administration of this Plan. Membership configuration of the FAB is set forth in the Section 193.03 of the Laws of Westchester County. The Commissioner may confer with the FAB to resolve issues associated with the administration of the Plan.

IV. National Incident Management System

Operations conducted by Fire Agencies associated with response under this Plan shall be conducted in compliance with the National Incident Management System ("NIMS"). All fire personnel responding pursuant to this Plan shall be trained to the appropriate Incident Command System (ICS) levels appropriate for their position as recommended by the United States Department of Homeland Security. See sample forms attached in Appendices VI and VII.



Westchester County Fire Mutual Aid Plan

Archville	Montrose
Ardsley	Mount Kisco
Armonk	Mount Vernon
Banksville	New Rochelle
Bedford Hills	North White Plains
Bedford Village	Ossining
Briarcliff Manor	Peekskill
Buchanan	Pelham
Continental Village	Pelham Manor
Chappaqua	Pleasantville
Croton Falls	Pocantico Hills
Croton on Hudson	Port Chester
Dobbs Ferry	Pound Ridge
Eastchester	Purchase
Elmsford	Scarsdale
Fairview	Sleepy Hollow
Goldens Bridge	Somers
Greenville	South Salem
Harrison	Rye
Hartsdale	Rye Brook
Hastings	Tarrytown
Hawthorne	Thornwood
Irvington	Valhalla
Katonah	Verplanck
Larchmont	Vista
Mamaroneck Town	West Harrison
Mamaroneck Village	White Plains
Millwood	Yonkers
Mohegan	Yorktown Heights

The following entities may also receive aid and support under this Plan:

- ❖ Sing-Sing Correctional Facility
- ❖ Bedford Hills Correctional Facility
- ❖ MTA/Metro-North Railroad
- ❖ Indian Point Energy Center
- ❖ Grasslands Fire Brigade
- ❖ Westchester County Airport Aircraft Firefighting Units

Other entities in Westchester, including state and federal institutions, are eligible to participate in this Plan to the extent allowed by law by filing a resolution in the form attached hereto as Appendix



Westchester County Fire Mutual Aid Plan

- Mutual Aid responders shall refer all media requests for information to the Incident Commander, without comment.

Note: Should a Fire Agency respond to an incident and determine the location of the incident is actually outside of its jurisdiction that Fire Agency shall:

- Notify 60 Control of the actual or correct incident location and direct 60 Control to notify the Fire Agency having authority for the correct location.
- Take appropriate action to control the incident.

VIII. Automatic Aid

“Automatic Aid” shall mean the pre-arranged assignment of specific apparatus from one or more jurisdictions to individual locations or alarms of a certain nature in the requesting jurisdiction.

Automatic Aid shall not be used to supplement a requesting Fire Agency’s inadequate staffing or equipment inventory shortfalls, unless otherwise agreed to by the parties involved.

Where a Participant is responding to a call for assistance pursuant to Automatic Aid, then Participant must notify 60 Control of its status.

Any pre-planned and/or Automatic Aid responses to a particular structure, area, scenario or district shall be submitted in writing to 60 Control. Plan Participants with Mutual Aid pre-plans and/or Automatic Aid responses are required to immediately notify 60 Control in writing when changes are made to those response protocols.

IX. A. Plan Participation-Membership

Any duly established Fire Agency may become a Plan Participant by filing with the Commissioner; a resolution, local law or ordinance, as jurisdictionally appropriate, which has been duly adopted by its governing body. The resolution form is attached hereto as Appendix V. The resolution shall provide the following:

- (i) affirm the Fire Agency’s intent to participate in the Plan and to comply with its provisions;
- (ii) state that there are no resolutions in effect that would restrict the Fire Agency from providing outside service and training;



Westchester County Fire Mutual Aid Plan

Coordinators may be reappointed by the Commissioner in the month of December of the third year of a term. Concerns about a Mutual Aid Coordinator's performance shall be addressed to the Commissioner at the request of the majority of the highest ranking active Chiefs within a designated Battalion. Such request must be made in writing and signed by each of the Chiefs requesting the review.

Duties of Mutual Aid Coordinators include, but are not limited to:

- Represent the Commissioner at fire scenes and other emergencies. Attend monthly Coordinator meetings with the Commissioner or his designee.
- Meet with the Chief of each Fire Agency in their assigned Battalion at least quarterly in order to develop and improve interdepartmental relationships.
- Inform the Incident Commander of available Mutual Aid resources. Assist in the coordination, e.g. requesting, assignment, etc., of Mutual Aid for the Chief in charge of the incident.
- Mutual Aid Coordinators upon arrival at a scene/incident shall immediately report to the Incident Commander. At no time shall the Mutual Aid Coordinator initiate or assume command of an incident.
- Assist their Battalion Fire Agencies with arranging training, drills and other activities when requested.
- Promote enthusiasm and assist in the development of programs with, and for the Fire Agencies in their Battalion.
- Maintain awareness of and report all proposed drills, programs and associated activities amongst the Fire Agencies within their Battalion to the Commissioner and other Chiefs.
- Work with the WCDES training division to assist Fire Agencies to coordinate training as needed.
- Inform the Commissioner of any situations or problems in their Battalion that might arise in connection with Mutual Aid.
- Maintain records of the Mutual Aid Coordinator's activities in their Battalion and provide a written report to the Commissioner at the monthly meeting.
- Report all accidents, damage to equipment or injuries to personnel within the Battalion occurring during provision of Mutual Aid to the Commissioner as soon as possible.



Westchester County Fire Mutual Aid Plan

XV. State Fire Mobilization and Mutual Aid Plan

In accordance with General Municipal Law Section 209-e and 9 NYCRR Part 205, the New York State Fire Mobilization and Mutual Aid Plan was established to provide for the mobilization of personnel and equipment of fire departments whenever: (i) the Governor determines that the public interest so requires; (ii) a municipality determines assistance is required; and (iii) a regional fire administrator determines that assistance, in addition to that provided for under the local fire mutual aid plan, is required.

The Commissioner shall, upon the State's request under the State Plan, commit County resources to other counties throughout the New York State.

The Commissioner may, after utilizing all available assistance from within the County, pursuant to General Municipal Law Section 209-e, contact the OFPC to request activation of the State Plan.

Liability for outside aid provided pursuant to activation of the State Plan is governed by Section 209-e and 209-g of the General Municipal Law.

XVI. Coordination with Other Emergency Services

The Commissioner shall develop agreements with appropriate emergency and public service organizations. Resource information on Police, EMS, Utilities, Hospitals, Departments of Public Works, local industries and state and federal agencies capabilities and resources shall be maintained at the EOC and/or 60 Control. Requests for these services shall be routed through 60 Control.

XVII. Operations

1. Inventory

60 Control shall maintain a record of fire equipment, as well as a list of Chiefs or Fire Commissioners, as jurisdictionally appropriate, for each Fire Agency throughout Westchester County.

Fire Agencies in Westchester County, shall, routinely and as often as warranted, update their lists of fire equipment/apparatus, Chiefs or Fire Commissioners, as jurisdictionally appropriate, contacts etc., on forms provided by 60 Control or by providing electronically a list of equipment/apparatus which list must contain all elements of county supplied forms. Such information shall be provided to 60 Control by May 15th of each year. Fire Agencies must also submit their mutual aid run cards and "Greater Alarm" Plans, as well as all other forms, to 60 Control.



Westchester County Fire Mutual Aid Plan

the general public and to public safety responders. The County HAZMAT Team is available to respond to a request for assistance from any Plan Participant, other emergency services entity, or through the State Plan. Any request for a County HAZMAT Team response shall be placed through 60 Control.

3. Westchester County Technical Rescue Team

The WCDES Special Operations Division includes a Technical Rescue Team ("County Technical Rescue Team"). This specialized team is an elite technical rescue team that is available to assist Plan Participants by providing an organized, coordinated response to situations requiring intricate rescues. The County Technical Rescue Team utilizes unique equipment, tools and materials to affect these rescues. Team expertise includes, high, medium and low angle rope rescue, confined space rescue, heavy machinery entrapment, high/medium angle rescue, structural collapses, swift water rescue, trench rescue and wilderness search & rescue capabilities.

The County Technical Rescue Team is available to respond to a request for assistance from any Plan Participant, other emergency services entity, or through the State Plan. Any request for a response from the County Technical Rescue Team shall be placed through 60 Control.

XIX. Liability

It is understood and agreed by each Fire Agency participating in this Plan that liability arising from the provision or receipt of Mutual Aid pursuant to this Plan shall be governed by applicable laws including, but not limited to General Municipal Law Section 209.

XX. Amending the Plan

Amendments to this Plan may be made from time to time at the sole discretion of the Commissioner. The Plan amendment procedure is as follows:

- Proposed amendments may be submitted in writing to the Commissioner by Plan Participants for review and possible inclusion in a future amendment/revision to the Plan.
- Proposed amendments shall be reviewed by the Commissioner and forwarded to the FAB for review and comment.
- After consultation with the FAB, the Commissioner may then submit the proposed amendments to the OFPC for review and submission.
- Once approved by OFPC, the Commissioner shall notify FAB.
- Plan Participants shall be notified through their Chiefs of any amendments to the Plan.



Westchester County Fire Mutual Aid Plan

- Administer and oversee the Grasslands Fire Brigade.
- Assure the coordination of Fire Agencies during a County or state-declared emergency.

Succession of Authority

- For purposes of this Plan, the Commissioner, acting as Fire Coordinator, shall designate in writing the order in which the Deputy Commissioner or WCDES staff (including Mutual Aid Coordinators/Deputy Fire Coordinators) shall serve in his absence.

Vacancy In The Position Of Commissioner:

The Westchester County Executive shall designate an acting Commissioner to perform the duties of Commissioner until a permanent successor is appointed by the County Executive and approved by the Westchester County Legislature.



Westchester County Fire Mutual Aid Plan

Battalion 18

Coverage Area

Pelham Manor Fire Department
Pelham Fire Department
Greenville Fire Department
Yonkers Fire Department
Mt. Vernon Fire Department
New Rochelle Fire Department
Eastchester Fire Department

Battalion 19

Coverage Area

North White Plains Fire Department
White Plains Fire Department
Scarsdale Fire Department
West Harrison Fire Department
Purchase Fire Department
Westchester County Airport

Car 24 - C&O

(North Battalion)

Arson Zone 4
Arson Zone 5

Car 25 - C&O

(South Battalion)

Arson Zone 1
Arson Zone 2
Arson Zone 3



Westchester County Fire Mutual Aid Plan

Appendix III

Communications

All Mutual Aid requests shall be managed by the WCDES Emergency Communications Center ("ECC" a/k/a "60 Control"). Requests can be placed via landline or radio. 60 Control shall dispatch "mutual aid" based on Computer Aided Dispatch (CAD) recommendations (programmed to reflect a department's mutual aid "run card") at the request of an Incident Commander or Mutual Aid Coordinator.

It shall be the responsibility of each fire agency to assure that 60 Control is supplied with the latest agency information pertaining to ladders, heavy rescue, FAST teams, etc.

To be compliant with NIMS requirements and to avoid confusion, all Mutual Aid radio communications shall utilize "Plain English", e.g., no 10-codes.

UHF Trunk Radio Communications

Responding Mutual Aid units and apparatus shall use the County's UHF trunk radio system to confirm response with 60 Control on the agency "home channel" assigned talk group. 60 Control will acknowledge the unit response and direct them to the talk group that incident communications are being conducted on. Responding equipment or apparatus shall contact the Incident Commander or designated officer for specific response information related to the incident (staging area, assignment, ground operations channel assignment, etc.).

On-Scene Communications

On-Scene communications shall be made through the on-scene Incident Commander (IC) or his designee, e.g., Operations Section, Communications Officer, Assistant Chief, Mutual Aid Coordinator, etc.

Scene communications shall be conducted utilizing the County eight (8) UHF, low power (short range) channels for ground operations. Each municipality has been assigned primary and secondary ground operation channels. Should additional channels be required to adequately manage incident scene communications, 60 Control will assign an available channel upon request of the IC. An Incident Commander may assign responding units to a specific channel or frequency for operations.



Westchester County Fire Mutual Aid Plan

Department	Dept.	Fire 1	Fire 2	EMS 1	EMS 2	Avail.	Avail.	Avail.	Avail.
Fairview	212	8	1	2	3	4	5	6	7
West Harrison	250	8	1	2	3	4	5	6	7
Mamaroneck Village	224	8	1	2	3	4	5	6	7
Mt Kisco	228	8	1	2	3	4	5	6	7
Thornwood	247	8	1	2	3	4	5	6	7
Peekskill	234	8	1	2	3	4	5	6	7
Valhalla	248	8	1	2	3	4	5	6	7

F1	453.0375	PL100	F6	453.9625	PL100
F2	458.0375	PL100	F6	458.9625	PL100
F3	453.8875	PL100	F7	453.9875	PL100
F4	458.8875	PL100	F8	458.9875	PL100



Westchester County Fire Mutual Aid Plan

APPENDIX IV

WESTCHESTER COUNTY FIRE MUTUAL AID PLAN

Resolution by State or Federal Agency

The _____ agrees to participate in the Westchester County Fire Mutual Aid Plan, as amended from time to time, and as allowed by Section _____ of the _____ Law (*indicate law authorizing such participation*). This named entity/institution will cooperate with the development and operation of plans for Mutual Aid in cases of fire or other emergencies and furnish aid to jurisdictions and geographical areas surrounding the facility as may be practical.

(Date)

(Authorized Signature)

(Title)



Westchester County Fire Mutual Aid Plan

RESOLUTION continued

M _____ seconded this resolution.

Voted: In Favor _____ Opposed _____ Abstained _____

(Date)

(Signed)

(Title)

Note:

Villages: Resolution to be adopted by the Board of Fire Commissioners; if any; if not, then by Local Law or ordinance of the Village Board.

Fire Districts: Resolution to be adopted by the Board of Fire Commissioners.

Towns: Resolution/Local Law/Ordinance to be adopted by the Town Board when fire department has their headquarters outside villages and/or Fire Districts are located in Fire Protection or Fire Alarm Districts.

Cities: Resolution to be adopted by the Board of Fire Commissioners; if any; if not, then by Local Law or ordinance of the City Board.



Westchester County Fire Mutual Aid Plan

Medical Plan (ICS 206)

1. Incident Name:	2. Operational Period: Date From:	Date To:
	Time From:	Time To:

3. Medical Aid Stations:			
Name	Location	Contact Number(s)/Frequency	Paramedics on Site?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

4. Transportation (indicate air or ground):			
Ambulance Service	Location	Contact Number(s)/Frequency	Level of Service
			<input type="checkbox"/> ALS <input type="checkbox"/> BLS
			<input type="checkbox"/> ALS <input type="checkbox"/> BLS
			<input type="checkbox"/> ALS <input type="checkbox"/> BLS
			<input type="checkbox"/> ALS <input type="checkbox"/> BLS

5. Hospitals:							
Hospital Name	Address, Latitude & Longitude if Helipad	Contact Number(s)/Frequency	Travel Time		Trauma Center	Burn Center	Helipad
			Air	Ground			
					<input type="checkbox"/> Yes Level: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes Level: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes Level: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes Level: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes Level: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

6. Special Medical Emergency Procedures:

Check box if aviation assets are utilized for rescue. If assets are used, coordinate with Air Operations.

7. Prepared by (Medical Unit Leader): Name: _____ Signature: _____

8. Approved by (Safety Officer): Name: _____ Signature: _____

ICS 206 IAP Page _____ Date/Time: _____

Safety Message/Plan (ICS 208)

1. Incident Name:	2. Operational Period: Date From: Time From:	Date To: Time To:
3. Safety Message/Expanded Safety Message, Safety Plan, Site Safety Plan:		
4. Site Safety Plan Required? Yes <input type="checkbox"/> No <input type="checkbox"/> Approved Site Safety Plan(s) Located At:		
5. Prepared by: Name: _____ Position/Title: _____ Signature: _____		
ICS 208	IAP Page _____	Date/Time: _____



Westchester County Fire Mutual Aid Plan

APPENDIX VII

DIVISIONS – BASIC ICS OPERATIONAL GUIDELINES

Divisions may be used to divide an incident into geographical areas of operation. Assigned Division Officers would be responsible for all operations within their Division's geographical area. Each Division Officer is responsible for the tactical deployment of the resources at his/her disposal and for communicating needs and progress to the IC. The IC determines strategic objectives and assigns available resources to the Divisions where they are most needed. When effective Divisions have been established, the IC can concentrate on overall strategy and resource allocation.

Safety of fire fighting personnel represents a major reason for establishing Divisions. Each Division Officer must maintain communication with assigned firefighters to control both their positions and function and must be constantly aware of the safety of their operations. Division Officers should work closely with the Safety Officers.

1. *COMMAND SHOULD BEGIN TO ASSIGN DIVISIONS BASED ON THE FOLLOWING FACTORS.*

- Any situation, which will eventually involve a number of areas, firefighters or functions beyond the capability of the IC to directly control.
- When mutual aid companies are requested.
- When firefighters are involved in dangerous or complex interior or exterior operations.
- When firefighters are operating from tactical positions over which the IC has little or no control.
- Any complex incident involving large numbers of personnel.
- Incidents covering large geographic areas.

2. DIVISION GUIDELINES:

It will be the ongoing responsibility of the Incident Commander to assign Divisions as required for effective control of the incident.



Westchester County Fire Mutual Aid Plan

Division Officers and the Command Post will use the Division designations in radio communication to avoid confusion. A Division Officer will receive an explanation of the overall strategy from the Incident Commander along with assigned resources. In some cases a Division Officer will be assigned to an area initially to evaluate and report on conditions and will advise the IC of needed tasks and resources. The assigned person will then proceed to the Division, evaluate conditions and assume overall responsibility for directing operations in that Division according to the overall plan as given to him/her by the IC.

The early establishment of Divisions provides an effective framework on which the operation can be built, eliminating or adding Divisions as the incident requires.

Division Officers will be responsible for and in control of all assigned functions within their Division. This requires each Division Officer to:

1. Monitor safety, accountability, and welfare of Division personnel.
2. Monitor work progress.
3. Redirect activities as necessary.
4. Coordinate with related activities.
5. Request additional resources as needed.
6. Provide status reports to the Incident Commander.

Each Division Officer will keep the Incident Commander and/or Operations Officer informed on the conditions in that Division through regular progress reports. The IC must be advised immediately of significant changes, particularly those involving ability or inability to complete the mission, hazardous conditions, accidents, collapse, etc. The IC allocates overall resources to Divisions and depends upon the Division Officer to advise on the resources required within their Divisions.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
APRIL 3, 2013

3B. AUTHORIZE VILLAGE MANAGER TO EXECUTE A FACILITIES USE AGREEMENT WITH PACE UNIVERSITY

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute a Facilities Use Agreement with Pace University for the use of designated facilities for the Village of Briarcliff Manor Summer Camp from June 24, 2013 through August 2, 2013 for a fixed amount of \$24,000.

FACILITIES USE AGREEMENT

This Agreement is made this 21st day of March, 2013 by and between PACE UNIVERSITY, One Pace Plaza, New York, New York 10038 (hereinafter, "Pace"), and the **Village of Briarcliff Manor**, with an address at 1111 Pleasantville Road, Briarcliff Manor, NY 10510 (hereinafter, "User").

WITNESSETH:

WHEREAS, Pace owns certain facilities as described in this Agreement, and

WHEREAS, User desires to use those facilities for the purposes herein contained:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, Pace and User agree as follows:

1.0 Grant: Pace hereby grants a license to User to use the following described facilities ("Facilities" or "Licensed Premises") on the terms and conditions hereinafter set forth for the operation by User of its summer camp program for children in grades 2 through 4 (the "Program"):

The Pace Perk, the Dining Hall and the student lounges on the basement levels of Hillside and Valley Dorms on the Briarcliff Campus for use for the 2nd through 4th grade summer camp facilities for the Village.

User shall use the Licensed Premises only for the purposes set forth herein and for no other purpose. In addition, and without limiting the generality of the immediately preceding sentence, User shall:

- at all times be responsible for the safety and security of its camp participants and its employees.
- maintain required or adequate staff-to-camp participant ratios.
- maintain control and supervision of camp participants at all times.
- immediately report to Pace Safety and Security any accidents or incidents involving User's staff, camp participants, or invitees.

2.0 Term: User shall be permitted to use the Facilities during the following time and dates:

June 24, 2013 through August 2, 2013 Monday through Friday from 8am-4pm.

3.0 Fee: User shall pay to Pace the following license fees:

A. Guaranteed Minimum Fixed User Fee: \$24,000

Flat rate for all spaces for the duration of the above mentioned time period

B. Additional User Fees: User shall pay Pace for:

(i) All expenses that it may incur in supplying services for and on behalf of User except for those specifically to be borne by Pace as set forth herein.

(ii) All costs for services provided by Pace at the reasonable request of User, which shall be billed to and reimbursed by User at Pace's standard rates.

The estimated fees for Educational Media equipment and Security and Buildings & Grounds services are as follows:

Educational Media for sound equipment (table microphone, two wireless microphones, a freestanding microphone, sound system and technician.	\$NA
Security Services - One supervisor and eight security officers @ 25 per hour for each individual. – Four hour minimum for each individual.	\$NA
Buildings & Grounds – Set-up and break-down.	\$NA
Chartwells Catering	\$NA

The foregoing are preliminary estimates, based on information provided by User. User will be billed for Additional User Fees for the actual equipment and services used in connection with User's Program.

User shall pay Additional User Fees within thirty (30) days following the invoice date. User agrees to pay all fees due under this contract by bank check.

It is not contemplated that User will require any services of Pace that will cause Additional User Fees to be incurred. Notwithstanding the above, Pace shall provide without additional cost for the removal of trash and garbage at the Facilities and arrange for the locking and unlocking of the Facilities for use by User.

C. Reservation Deposit: Not later than June 3, 2013 (the "Confirmation Date"), User shall deposit with Pace by bank check fifty percent (50%) of the Guaranteed Minimum Fixed User Fee. Such deposit (the "Reservation Deposit") is nonrefundable. User's failure to convey the Reservation Deposit to Pace by the Confirmation Date entitles Pace to terminate this Agreement and Pace's obligations hereunder without penalty or further obligation to User. Should the Program be cancelled by Pace for reasons other than Force Majeure or User's breach of its obligations hereunder, Pace shall return the Reservation Deposit to User.

4.0 Condition of Licensed Premises: User has inspected the Licensed Premises prior to the execution of this Agreement; acknowledges that Pace's facilities are designed for adults, not elementary school-age children; warrants that the Licensed Premises are suitable for User's intended use; and agrees to accept the same in its "as is" condition. Except as specifically noted in herein, Pace shall not be required to perform any work or alterations to prepare the Licensed Premises for User's Program.

5.0 Utilities: Pace shall at its own cost and expense supply User with all existing utilities, including heat, water and electricity.

6.0 Information Technology Services

Permitted Users: A list of permitted users (the 'User List'), including employees of User and program participants shall be provided to Pace University at least 10 days prior to each session start date.

Term: Permitted Users shall be permitted to use Pace provided Internet access as specified in this Agreement during the term of this Agreement.

Use of Internet Domain Names: Neither party shall use the other party's Internet domain names without prior written approval of the owner thereof.

Additional Users: User understands and agrees that during the term of this Agreement others will be using Pace provided Internet access. User shall so conduct its activities so as not to interfere with other users. Further, User shall not broadcast or transmit or receive wired or wireless communications or use any equipment that interferes with Pace's Internet services or its wired or wireless (incoming and/or outgoing) broadcasts and communications.

Compliance With Pace Information Technology Policies: In connection with its use of Pace provided information technology resources, User agrees to comply with and ensure that all of User's Parties comply with Pace's Information Technology Policies as they may be amended from time to time, including but not limited to Pace's Appropriate Use Policy for Information Technology and the Wireless Network Policy and Procedures. The most recent Information Technology policy statements are set forth on Pace's Website at http://appserv.pace.edu/execute/page.cfm?doc_id=332.

Liability:

Pace is not in the business of being an Internet Service Provider and is not selling Internet or Ethernet services to User and makes no warranty of any kind relative to the Internet access provided to User.

Pace shall have no liability to User under any circumstances if the User's Pace provided Internet access is disrupted or terminated.

Pace shall have no liability to User or any third party under any circumstances if the User or any third party suffers any loss or damage of any sort by virtue of this Internet access arrangement, including but not limited to any loss or damage to computer, information,

communication or other systems. Security of User's systems and information shall be User's sole responsibility.

Limitation of License to Permitted Users: User shall not allow the Permitted Users to use any Pace Information Technology resources other than Internet access, without Pace's prior written consent in each instance. Neither shall User allow any individual(s) other than the Permitted Users, or any other entity, to use Pace provided Internet access or other Pace Information Technology resources, without the prior written consent of Pace.

Miscellaneous:

Pace will provide connections through Pace internal building wiring to data jacks and wireless nodes (where available) in locations contained in this agreement.

Pace will monitor the network, which is done now as part of our regular network monitoring system, and take action that it may deem appropriate if and when communications are interrupted.

User shall be solely responsible to obtain its own support for network problems not associated with the Pace Network and except as otherwise specified in the Agreement, also for any equipment installed to connect to Pace's Network. All such equipment must be compatible with Pace system requirements. No equipment that will connect with Pace's Network shall be installed by User or its employees, agents or contractors, without prior approval by Pace. Approval of equipment by Pace, shall not constitute any certification of compatibility with Pace's Network.

7.0 Parking and Facilities: Portions of the Briarcliff campus parking lot shall be reserved during the term hereof for User's counselor's vehicles and buses that may be utilized in connection with User's program.

8.0 Compliance with Pace Policies: User shall ensure that its employees, agents, contractors, licensees, guests, and invitees comply with Pace's Guiding Principles of Conduct (annexed hereto and made a part hereof as Attachment A), its Appropriate Use Policy for Information Technology (annexed hereto and made a part hereof as Attachment B), and with directions of Pace staff and of Pace University Security..

8.1.1 User and its employees, agents, contractors, licensees, guests and invitees shall not injure, damage, mar or deface the Facilities, its appurtenances and any equipment contained therein. Neither shall User cause or permit anything to be done whereby said premises, appurtenances and equipment shall in any way be injured, damaged, marred or defaced, and will not drive or permit to be driven, nails, hooks, tacks or screws into any part thereof and will not make or allow to be made any alterations of any kind therein.

8.1.2. User and its employees, agents and contractors shall not erect any special platforms, water tanks, scaffolding, rigging and other apparatus without Pace's prior written approval. Pace, in its sole discretion, reserves the right, through its Program Representatives to reject any of the above mentioned items. In the event of such constructions, User will take all necessary action required to insure the safety of the participants and the public, and shall be solely liable for any damages that arise as a result of same.

8.1.3. User agrees that it and its employees, agents and contractors will not use Pace's equipment, tools, or furnishings located in or about described Facilities, without first seeking and receiving the written approval of Pace. Pace does not guarantee the operation of any of its equipment and shall not be liable for any loss sustained by User or its employees, agents, contractors, licensees, guests or invitees by reason of any breakdown of equipment during the permitted Use.

8.1.4. User and its employees, agents and contractors shall not use any flammable materials, including decorations, displays, drapings, or similar items in the Facilities, without Pace's prior written approval.

8.1.5. The Facilities are designated as non-smoking at all times. User shall be responsible for any fines levied against the University for violation of this regulation and reimbursement to the University for any damage caused by smoking.

8.1.6. At no time shall User allow occupancy of the Facilities to exceed maximum permitted occupancy. The maximum permitted occupancy for the facilities is 250.

8.1.7. Vacating Premises: At the end of its Program, or upon the earlier termination of this Agreement, User shall quietly and peaceably vacate the Licensed Premises and remove its employees, agents, contractors, licensees, guests and invitees and their property from the Licensed Premises so that the Licensed Premises are in the same condition (ordinary wear and tear excepted) as at the inception of the Program, and User shall reimburse Pace for any expense incurred to repair any damage caused by such removal. Any property or items of User or its employees, agents, contractors, licensees, guests or invitees remaining in the Licensed Premises after the expiration or sooner termination of this Agreement shall be deemed abandoned and may be disposed of by Pace as it sees fit in its sole discretion, at User's expense if not removed by User upon ten (10) days notice to User. User agrees that Pace shall have no liability for any disposal of property that is deemed abandoned.

8.2. User will provide, at its own expense, a liaison between User, User's employees, agents and contractors and Pace's Event staff. Said liaison will facilitate communication between User's residents and Pace's Event staff, as the need arises.

9.0 Additional Users: User understands and agrees that during the term of this Facilities Use Agreement other activities and events may be held in other parts of the described facilities not included in this Facilities Use Agreement, and User shall so conduct its activities so as not to interfere with such other activities and events.

10.0 Concessions, Sponsorship, Use of Name, Trademark and Logo: The University shall operate all concessions and novelty operations and shall retain all sales from those operations. Except as otherwise specifically provided in herein, User shall not sell any merchandise, foodstuff or beverages at Pace's premises without prior written permission of Pace and Pace reserves the right to require that food and beverage service, if any, be contracted through Pace's regular food service contractor. This Agreement is subject to the terms and conditions of the current Pouring Rights Agreement between Pace University and the Pepsi-Cola Bottling Contractor of New York and any pouring rights agreement that Pace may subsequently enter into upon the expiration or termination of the attached Pouring Rights Agreement. Notwithstanding the foregoing provisions, it is expressly understood and

agreed by the parties that User's Program participants and employees may bring in their own meals which shall require no heating or cooking.

10.1.1. User agrees that its advertising and publicity shall not conflict with the University's corporate advertising sponsorship. User shall submit its advertising plans, if any, including sponsorships to the University Representative for review prior to User's publicizing of any of its activities hereunder. The University reserves the right to advertise in the Facilities, and, where the Facilities in use under this Agreement are comprised of Pace athletic facilities, to operate the Gymnasium/Athletic Field Message Center/Scoreboard during User's use thereof.

10.1.2. User shall not use Pace's name or trademark in its advertising in such a way as to suggest that Pace is a provider or sponsor of the Program, or in any way endorses, operates or is connected with the provision of the Program, the content thereof or any activity incident thereto, except to identify Pace's address as the location of same. User agrees to submit all press releases and advertisements to Pace for review by Pace before publication. Copies should be faxed to University Relations.

10.1.3. User shall not post flyers, posters or other advertising matter or make announcements by loudspeaker, public address system or otherwise, in or about Pace's Facilities without having obtained prior written permission of Pace. User shall be permitted to locate directional and identity signage at appropriate locations on Pace's premises, as long as such signage is not promotional in any manner. User shall neither engage in, nor permit any soliciting on University property.

10.1.4. User warrants that no music, literary or artistic work or property protected by copyright will be performed, reproduced, or used in connection with its activities at the Facilities unless User, its employees, agents or contractors have obtained permission from the copyright holder or have obtained appropriate licensing to use such works.

11.0. User and its employees, agents, contractors, licensees, guests and invitees shall comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the Use of Pace's Facilities, including with respect to the dispensing and sale of alcoholic beverages. User and its employees, agents and contractors shall obtain and maintain in full force and effect, all permits, licenses and authorizations required by governmental and quasi-governmental agencies. User shall advise Pace of all permits and licenses required to be obtained for its activities in Pace's own name, and shall cooperate with Pace in obtaining same and shall pay any fees and expenses that may be required relative thereto. Further, each party shall comply with all applicable provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 relating to Equal Employment Opportunity, section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended and section 503 of the Rehabilitation Act of 1973. User shall pay all taxes imposed by law in connection with its Use.

11.1.1. Except as specifically authorized herein, the possession and/or use of intoxicants, including beer or wine, is prohibited in the Facilities. Animals, birds, and other pets are not permitted in the Facilities, except for guide dogs.

11.1.2. Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of New York, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the State of New York, County of New York.

12.0 Indemnification. User agrees to defend, indemnify, and hold harmless Pace University, its successors and permitted assigns, and their respective employees and agents to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted by User's employees, employees of User's subcontractors or agents, or any other persons for loss, damage, death, or injury to persons or property arising in any manner out of or incident to User's utilization of Pace facilities and/or User's performance or nonperformance of this Agreement. However, User shall have no obligation to indemnify Pace University for claims arising from the sole and gross negligence or willful misconduct of Pace or its employees.

13.0 Insurance. User shall at all times during the term of this Agreement carry, or require its contractors to carry, the following types and amounts of insurance:

13.0.1 Workers Compensation insurance on all employees, whether paid or volunteer, of the camp as required by law. If the camp is exempt under appropriate state law from the requirement to carry workers compensation insurance, the camp owner/operator must submit a written statement to that effect to Pace prior to commencing operations on or at the Licensed Premises.;

13.0.2 Commercial General Liability with limits of not less than \$1,000,000 each occurrence and \$2 million general aggregate. Such insurance shall not exclude claims arising from participation in athletics or other camp activities;

13.0.3 If vehicles will be used by User, Commercial Automobile Liability insurance with limits of not less than \$1,000,000 combined single limit each accident;

13.0.4 Sexual or Physical Abuse or Molestation Liability insurance, either as part of the Commercial General Liability policy, or as a stand-alone policy, with limits of not less than \$1 million each occurrence and in the aggregate; and

13.0.5 Accident Insurance covering injury all participants, including volunteers if not covered by camp's workers compensation insurance, in the camp's program with limits of not less than \$25,000.00 each accident;

Pace shall be named as additional insured on all of camp's liability insurance policies, and the camp's policies shall be primary coverage for Pace, regardless of whatever other insurance Pace may have available.

Such policies of insurance shall be maintained with insurance companies authorized to do business in the State of New York and provide that they may not be canceled except upon 30 days prior written notice to Pace. User shall, at the time of the execution of this Agreement, furnish Pace with a certificate of insurance evidencing such coverage, and naming Pace as an

additional insured with respect to its liability coverages. The insurance required hereby shall not be deemed to limit User's obligations to indemnify Pace under this Agreement.

14.0 Violation: If in Pace's reasonable opinion, at any time User's employees, agents, contractors, licensees, guests or invitees violates an applicable Pace rule or regulation (including, but not limited to restrictions against the use of drugs and alcohol), or the ordinance or law of the local city, town, village, or county, the State of New York or the United States of America, User shall direct the offender to cease and desist from continuing such illegal or improper use. Notwithstanding anything to the contrary contained in this Agreement, Pace expressly reserves its right at any time upon prior notice to User (except in emergencies), to cause the removal of any of User's employees, agents, contractors, licensees, guests or invitees, who in the reasonable discretion of Pace has engaged or is engaging in undesirable, disruptive or hazardous behavior.

15.0 Non-assignment: User shall not assign or transfer this Facilities Use Agreement or allow any other entity to use any portion of the subject Facilities hereunder without the prior written consent of Pace.

16.0 No Joint Venture: Nothing contained herein shall be deemed or construed by the parties or by any third party as creating any employment or agency relationship or partnership or joint venture between User and Pace.

17.0 Entire Agreement: This Facilities Use Agreement, together with any exhibits or addenda annexed hereto, is the sole and complete expression of the parties' intent with respect to the subject matter hereof. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party.

18.0 Inspection: User agrees that Pace's authorized representatives may enter upon the licensed Facilities at all reasonable times to make inspection and perform necessary work or to ensure conformity with this Facilities Use Agreement.

19.0 Force Majeure: Anything to the contrary notwithstanding, Pace shall not be liable, nor shall any credit or other remedy be extended, for Pace's failure, in whole or in part, to fulfill its obligations under this Agreement where such failure arises from or in connection with causes beyond Pace's control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attack, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, cable cuts, unavailability of rights-of-way, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"), whether or not the Licensed Facilities are damaged, impaired, or precluded from use by such Force Majeure Event(s). If a Force Majeure Event occurs during the term hereof, Pace shall be excused from performance hereunder. In the event of a Force Majeure Event that results in the unavailability of the Facilities for use by User, if Pace is unable to provide an alternative location for User's Program under section 20.0 below, then the User shall be entitled to received a refund of all fees paid herein pro-rated for any period of time in which the Facilities were used by User.

20.0 Alternative Premises: (a) Notwithstanding anything to the contrary contained in this Agreement, should Pace determine in its sole, exclusive, and confidential discretion that its

space or other operational requirements or obligations (including, without limitation, its facilities' expansion, contraction, elimination, or alteration) preclude its provision to User of the Licensed Premises, Pace may, at its sole and exclusive option, (1) offer alternative premises to User on the terms and conditions set forth in this Agreement as to which alternative premises Pace shall undertake commercially reasonable efforts to make substantially similar to or better than the Facilities, or (2) terminate this Agreement without further liability by Pace to User except for the refund of all fees paid by User herein pro-rated for any period of time in which the Facilities were used by User. In the event of (1), User shall have ten (10) days to accept or not accept a Pace offer of alternative premises.

(b) Should User not accept such offer of such alternative premises within 10 days, this Agreement shall immediately terminate without further liability by Pace to User.

21.0 Termination: Either party may terminate this Agreement with thirty (30) days prior written notice to the other party. If Pace so terminates this Agreement, then User shall be entitled to receive a refund of all fees paid herein pro-rated for any period of time in which the Facilities were used by User. In addition, and anything to the contrary notwithstanding, either party may terminate this Agreement immediately for cause with notice to the other party. For the avoidance of doubt, "cause," as used in this paragraph 21, shall include, but not be limited to, a party's material failure to perform or to comply with any term or condition of this Agreement, which failure shall not have been cured within a reasonable time, but not later than five (5) days following written notice to said party of said failure. Notwithstanding anything to the contrary contained in this Agreement, User hereby acknowledges and agrees that a Pace termination for cause shall not excuse User's obligation to make any payment due pursuant to this Agreement, and in the event of the User's termination for cause User shall be entitled to received a refund of all fees paid herein pro-rated for any period of time in which the Facilities were used by User.

22.0 Notices: All notices by the parties to each other hereunder shall be in writing, addressed as follows:

If to Pace:

Kristen Vinciguerra
Associate Director
Office of Special Events
Pace University
235 Elm Road
West Hall, Room 115
Briarcliff Manor, NY 10510

with simultaneous copies to:

Pace University
One Pace Plaza
New York, New York 10038
Attn: Vice President for Finance

and

Pace University
One Pace Plaza
New York, New York 10038
Attn: University Counsel

If to User:

Philip Zegarelli
Briarcliff Manor
Village Manager
1111 Pleasantville Road
Briarcliff Manor, NY 10510
Email: pzegarelli@briarcliffmanor.org
Tel 914-944-2782

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date first set forth hereinabove.

PACE UNIVERSITY

VILLAGE OF BRIARCLIFF MANOR

By _____
Ron Aloni
Vice President for Finance

By _____
Name: Philip Zegarelli _____
Title: Village Manager _____

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
APRIL 3, 2013

**3C. AUTHORIZE VILLAGE MANAGER TO EXECUTE AN AGREEMENT –
WOODARD & CURRAN ENGINEERING – SCADA SYSTEM SUPPORT**

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an Annual Service Agreement with Woodard & Curran Engineering to provide support hours for maintenance and service for the SCADA system per their amount of \$25,000.

COMMITMENT & INTEGRITY
DRIVE RESULTS

Woodard & Curran Engineering P.A. P.C.
709 Westchester Avenue | Suite L2
White Plains, New York 10604
www.woodardcurran.com

T 800.807.4080
T 914.448.2266
F 914.448.0147

F 8340.460
Budget 13-14

\$15,000 per Ed

Robin -

We need to do this
but we probably
do not have a
specific line



January 22, 2013

Mr. Ed Torhan
Village of Briarcliff Manor
10 Buckhout Road
Briarcliff Manor, NY 10510

Re: SCADA Serv Contract

Dear Mr. Torhan:

Our goal is to offer outstanding service and support for your SCADA system. The enclosed SCADA Serv contract addresses the needs of your system by providing support hours for maintenance and service.

"Support Hours" can be used under the following circumstances:

- Labor and expenses required for SCADA system support and optimization
- Incidental miscellaneous hardware and software

Unused hours can be rolled into the following year's contract. This means that you will be provided with service or material for all "Support Hours" that you have purchased.

Toward the end of the contract term, we can review services that were provided and make recommendations as to improvements and enhancements for your system for the following year.

By allowing Woodard & Curran Engineering, P.A. P.C. to support and service your SCADA system under this contract, we can assist you in making it become a more reliable tool that not only helps you in your day-to-day operational challenges but changes and grows with your needs.

We look forward to servicing and optimizing your SCADA system.

Sincerely,

WOODARD & CURRAN ENGINEERING, P.A. P.C.

P226541.00

Needs to be a annual
engagement - higher cost
upfront then less. Some
may be /could be covered
by Jeff problems (USEPA)



PROPOSAL FOR PERFORMING CONTROL SYSTEM MAINTENANCE

We, Woodard & Curran Engineering, P.A. P.C., propose hereby to furnish to Village of Briarcliff Manor DPW (called the "Client" herein) control system maintenance on a periodic and/or "as requested" basis.

This agreement shall be effective for all work performed for one (1) year from issue of Purchase Order as described in Section I, SCOPE OF SERVICES below. If either party wishes to terminate this contract at any time, any work that is still in progress shall be completed by W&C in accordance with all provisions of this contract and any payments made by the Client for the work not completed by Woodard & Curran Engineering, P.A. P.C will be reimbursed to the Client.

I. SCOPE OF SERVICES

The general scope of services under this agreement shall be system hardware checks, programming and operator interface, software modifications, system backups and documentation, operator training, system operating enhancements and operations and maintenance support.

The work shall be as follows:

- Two (2) scheduled preventative maintenance visits by a SCADA technician (one full working day per visit).
- One hundred fifty (150) support hours. These "Support" hours may be used for the following:
 - Remote support via telephone, KVM, or PCAnywhere
 - Unscheduled site support and emergency service calls
 - Other incidental labor required for system optimization
 - Travel expenses for site service
 - Incidental miscellaneous hardware and software purchase and installation

The following are suggested tasks performed on a typical Scheduled Maintenance visit, as directed by the client.

Maintenance Service Work

The following are suggested tasks that can be performed on a scheduled visit for maintenance.

SYSTEM HARDWARE CHECKS

1. Check instrument input signal scaling as requested by the Client.
2. Physical inspection of PLC panels for ingress of moisture, insects, other foreign materials, corrosion or any other damage. Check panel drawings for accuracy.
3. Check spare parts list for availability and/or inventory.
4. Recommend and plan improvements to potential problem areas.



PLC AND OPERATOR INTERFACE SOFTWARE CHECKS

1. PLC programming
Modify PLC programs as requested to correct and/or optimize process control.
2. System adjustments
Perform minor software tuning/modifications as necessary to maintain proper system performance and operation.
3. Alarm notification
Review, test and modify alarms as requested.
4. System performance review
Review alarm and event logs as requested to diagnose system problems.
5. Operator interface adjustments
Operator interface screen and database modifications as required to continuously improve system operation, data collection and efficiency.
6. Maintenance review
Meet with operators to discuss and rectify issues that may relate to control system performance or operation.

SYSTEM BACKUPS AND DOCUMENTATION

1. Onsite PLC program
PLC program backups will be maintained on the Client's computers.
2. Offsite PLC program
Current PLC programs will be stored on the W&C network server.
3. Offsite operator interface files
Current operator interface project files will be stored on the W&C network server.
4. Operations and Maintenance manual updates
Any applicable Operations & Maintenance manuals will be kept current to reflect changes in the system.
5. Software upgrades.
W&C strongly recommends keeping all SCADA related software current by applying the appropriate upgrades.

NOTE: Installation of software upgrades can cause interactions that are unanticipated and undesirable. It is recommended that only W&C SCADA specialists install these upgrades.

OPERATIONS STAFF TRAINING

1. SCADA system training
Review fundamental SCADA system troubleshooting with operations staff as required.
2. Review SCADA system file management procedures with operations staff as required.
3. At the Client's discretion training may be given in the use and operation of PLC and HMI software programs.



II. COMPENSATION FOR SERVICES

For performance of work delineated under Section I, SCOPE OF SERVICES, we propose that our compensation be the sum of **\$25,000.00** for our salaries, payroll taxes and insurance, employee fringe benefits, reproduction of documents, telephone, travel, general overhead and profit for our services.

III. SCHEDULE OF PAYMENTS

Billing shall be on a quarterly basis. Our first invoice will be generated upon receipt of Purchase Order. Terms of payment shall be Net 30 days from the date of our invoice.

IV. CHANGES IN SCOPE

In the event the nature, level of effort, equipment, or schedule of the work is altered in a way that will have a material, demonstrable effect on our engineering, hardware or software costs, or methods of execution, or that causes us to make substantial changes in our efforts or documents that have been properly completed or prepared at the time of such change and in accordance with the basic plan of the project, the cost shall be increased or decreased as appropriate.

We will submit change orders (CO's) for all changes in scope. These must be approved by Client's project manager prior to execution of the work identified by the CO. Emergency site visits could be used from the Service Contract's "Support Hours" or with a purchase order to guarantee maintenance is provided. In the event the "Support Hours" have been exhausted, an issuance of a purchase order would be required.

V. PROFESSIONAL RESPONSIBILITIES AND INSURANCE

We will maintain adequate Worker's Compensation and Employer's Liability Insurance in accordance with the laws of the state applicable to and covering all persons engaged in the performance of our work.

We will purchase and maintain, at cost to the Client, any special insurance coverage required for the project.

A current insurance certificate shall be sent to the Client along with this proposal, and W&C shall send an updated insurance certificate upon any changes or renewals of W&C insurance coverage to the Client.

VI. TERMINATION

Our services may be terminated at any time, at the Client's entire discretion upon payment for the full amounts that have been accrued and/or committed to date of termination, including restocking charges for returned software and equipment as incurred.

VII. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.



VIII. ASSIGNMENT

Neither party hereto shall assign this Agreement or any part thereof or any interest therein without the written approval of the other party unless it guarantees the full performance of its assignee.

IX. MAINTENANCE CONTRACT PROVISIONS

Client agrees not to remove any equipment or products, to the extent W&C has a maintenance responsibility or has retained any interest therein, from the location at which it is installed, except in an emergency, without prior written consent of W&C, which consent shall not be unreasonably withheld.

Responsibilities of Woodard & Curran Engineering, PA PC:

- A. If Client, with W&C's approval, causes modifications to be made, or accessories, attachments, features or devices not covered by this Scope of Services to be added to equipment being maintained by W&C, then maintenance service shall be supplied thereon upon mutual agreement between Client and W&C and the total contracted monthly maintenance charges shall be adjusted accordingly by W&C.
- B. W&C shall provide trained and competent personnel who are available to respond during normal working hours, 8.00am – 5.00pm, excluding weekends and holidays. W&C guarantees emergency response time of 12 hours during normal working hours and 24 hours during weekends and holidays. Response is meant to mean either by telephone or onsite as required by the emergency. Listed below are the phone numbers of W&C personnel to contact:

**** The first phone call should be to 866-MY-SCADA or 866-697-2232 for immediate assistance ****

Tim Maynard Cell (413) 219-1581

Adam DeFranco Cell (401) 374-3018

Responsibilities of Client:

- A. Client's personnel should not perform maintenance or attempt repairs to the system while the system is under the purview of this schedule except as requested or specified by W&C staff.
- B. Client shall be responsible for procuring spare parts as required by W&C staff in order to fully support the systems. These parts shall be purchased by the Client and made available to W&C and the Client's maintenance staff as needed.
- C. Any required or recommended updates to PLC or HMI software, or additional hardware, will be at an additional cost to the Client unless specifically stated within this document.



X. AGREEMENT

This Agreement represents the final embodiment of the parties' intentions and understandings. It supersedes any prior understandings - written or oral. No modifications, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms hereof, shall be binding upon either party unless in writing executed by an officer or agent of both parties specifically authorized to do so.

XI. ACCEPTANCE

Please indicate acceptance of this proposal by signature below. Any Purchase Order issued by Client in connection herewith shall be for accounting purposes only and shall incorporate the terms and conditions of this proposal by reference. The terms and conditions of this proposal shall prevail over any terms and conditions of a purchase order issued in connection herewith. This proposal is subject to acceptance within 30 days.

WOODARD & CURRAN ENGINEERING, P.A. P.C.

VILLAGE OF BRIARCLIFF MANOR, NY

AGREED AND ACCEPTED:

AGREED AND ACCEPTED:

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____



WOODARD & CURRAN TERMS & CONDITIONS

STANDARD TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the attached Scope of Services dated January 30, 2013 ("Scope of Services"), constitute the terms of this agreement ("Agreement") between Woodard & Curran Engineering, P.A. P.C. ("Engineer"), with an address of 709 Westchester Avenue, Suite L2, White Plains, NY 10604 and Village of Briarcliff Manor ("Client"), with an address of 10 Buckhout Road Briarcliff Manor, NY 10510 with respect to the performance of the Scope of Services (the "Project") and any additional services.

WHEREAS, it is the desire of the Client to contract the services described in the Scope of Services; and Engineer desires to perform the services described in the Scope of Services.

NOW THEREFORE, the parties hereto agree as follows:

1. Scope of Services

Engineer, as representative of the Client, shall perform the services described in the attached Scope of Services.

1.1 Assumptions. The Engineer's Scope of Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the Scope of Services.

1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the Scope of Services or work to be performed. If the Scope of Services is changed in a manner that will increase or decrease Engineer's costs or the time required to perform the services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

2. Engineer's Responsibilities

Engineer shall be responsible for the following:

2.1 Engineer will perform all work in accordance with the attached Scope of Services.

2.2 Engineer will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered.

2.3 Engineer shall comply with all laws and regulations applicable to Engineer's performance of the Scope of Services.

2.4 Engineer shall assign a project manager to act as Engineer's representative with respect to services to be rendered under this Agreement.

2.5 Engineer shall have all licenses and permits required by the Scope of Services.

3. Client's Responsibilities

Client shall do the following in a timely manner so as not to delay the services of Engineer:

3.1 Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to Engineer's services described in the Scope of Services. Such person shall have complete authority to bind Client financially with respect to the payment of services to be rendered under this Agreement.

3.2 Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in any drawings and specifications.

3.3 Provide Engineer with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Engineer shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the services under this Agreement.

3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer; and provide written comments within a reasonable time so as not to delay the services of Engineer.

3.5 Give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of any development that may affect the Scope of Services or timing of Engineer's services.

3.6 Ensure Engineer, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Scope of Services.

4. Subcontracts

4.1 If requested by Client, the Engineer will recommend the Client's engaging the services of laboratories, testing services, subconsultants, or third parties to perform suitable aspects of the Services. Invoices for such third-parties will be reviewed by the Engineer, and the Engineer will make recommendations to the Client regarding payment. Payment to these third-parties will be made directly by the Client. The Engineer will recommend the use of such third parties with reasonable



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care, but does not guarantee their services and will not be liable for their errors or omissions.

- 4.2 In the alternative, Engineer may subcontract any portion of the Scope of Services to a subcontractor approved by Client, and the Engineer will add a 10% surcharge on invoices paid directly by the Engineer for laboratories, testing services, subconsultants, or other third-parties, and that surcharge will be reflected on Engineer's monthly invoices submitted to Client.

5. Billing and Payment

- 5.1 Client shall pay Engineer on a Lump Sum basis as set forth in the attached Scope of Services.
- 5.2 Payment will be due upon receipt of Engineer's invoice. Payments due Engineer and unpaid under the terms of this Agreement shall bear interest from thirty (30) days after the date payment is due at the rate of one and one half (1.5) percent per month (18 percent per annum) until paid in full. In the event that Engineer is compelled to take action to collect past due payments, the Client will reimburse Engineer for all costs and expenses of collection including, without limitation, all court costs and reasonable attorney's fees and costs.
- 5.3 If the Project is suspended or abandoned in whole or part, Engineer shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses and Miscellaneous Direct Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Engineer's compensation shall be equitably adjusted between the Client and Engineer.
- 5.4 No deductions shall be made from Engineer's compensation on account or sums withheld from payments to contractors, nor shall payment to Engineer be contingent upon financing arrangements or receipt of payment from any third party.
- 5.5 If the Client fails to make payment when due Engineer for services, Reimbursable Expenses, or Miscellaneous Direct Expenses, Engineer may, upon seven days' written notice to Client, suspend performance of services under this Agreement. Unless payment in full is received by Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Engineer shall have no liability to Client for delay or damage caused Client or others because of such suspension of services.

- 5.6 If Client objects to all or part of any invoice, Client shall notify Engineer in writing within two weeks of the date of the invoice, and shall pay that portion of the invoice not in dispute within 30 days after the date of receipt of the invoice. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If the dispute is resolved in favor of Engineer, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.2 of this Agreement.

6. Ownership and Use of Documents

- 6.1 All documents including drawings and specifications prepared or furnished by Engineer (and Engineer's independent professional associates, subcontractors and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership and property interest therein whether or not the Project is completed. Client may take and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others. However, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation rates to be agreed upon by Client and Engineer.
- 6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Engineer's rights under this section.

7. Limitation of Liability

- 7.1 The total liability, in the aggregate, of Engineer and Engineer's officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Engineer's services, the Project or this Agreement, from any cause or causes whatsoever, including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, breach of warranty of Engineer or Engineer's officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall not exceed the total covered amount available under Engineer's insurance policies.



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7.2 Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

8. Insurance

8.1 Engineer is protected by Worker's Compensation Insurance, Employer's Professional Liability Insurance, and by General Liability Insurance each (with the exception of Workers' Compensation) with a minimum limit of \$1,000,000 per occurrence and in the aggregate. Engineer will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits. The Client and Engineer waive all rights of subrogation against: 1) each other and their subconsultants, subcontractors, agents and employees, each of the other, and 2) the Client's contractor (if any) and its subcontractors, for damages caused by fire or other perils to the extent covered by property insurance maintained by the Client or its contractor. The Client shall require a similar waiver from any contractor.

9. Indemnification Hold Harmless

9.1 Engineer agrees to indemnify and hold Client, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Engineer's negligent acts or negligent omissions.

9.2 Client agrees to indemnify and hold Engineer, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Client's negligent acts or negligent omissions.

10. Delays/Force Majeure

10.1 Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Scope of

Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

11. Notice

11.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the intended party at the address set forth in the first paragraph of these Terms and Conditions. Notices sent in this manner shall be deemed given seven business days after mailed. Notices may also be given by personal delivery, sent via a regionally recognized overnight carrier (i.e. FedEx, UPS), or sent by facsimile, and shall be deemed given when delivered (if by personal delivery or overnight courier) or when faxed.

12. Dispute Resolution

12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the project personnel involved in the Controversy shall meet at a mutually acceptable time and place within five days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations purposes of the Federal Rules of Evidence and state Rules of Evidence.

12.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at an Engineer's office unless otherwise agreed to by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations purposes of



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the Federal Rules of Evidence and state Rules of Evidence. Nothing herein shall limit the rights and remedies that the parties may have under this Agreement or under other legal and equitable proceedings.

13. Termination

13.1 Either party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written Notice of Termination to the other party. The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after termination, Client shall pay Engineer for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.

13.2 Either party shall have the right to terminate this Agreement with respect to the Project for cause if the other party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A Notice of Default, containing specific reasons for termination, shall be sent to the defaulting party, and both parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Engineer shall be paid the same as in the case of termination for convenience and the parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

14. Construction Contract Responsibilities

14.1 When Engineer's services include the performance of any services during the construction phase of the Project, it is understood that the purpose of any such services (including any visits to the Project site) will be to enable Engineer to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with a greater degree of confidence that the completed work of Client's construction contractor(s) ("Contractor") will conform generally to the contract documents and has been implemented and preserved by Contractor(s). Engineer shall not, during such visits or as

a result of any observations of construction, supervise, direct or have control over Contractor's(s') work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. Engineer does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor's(s') failure to furnish and perform its (their) work in accordance with the contract documents.

14.2 If Engineer's contract with the Client so requires, Engineer shall review (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Engineer's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

15. Health and Safety

15.1 Engineer and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Engineer determines in its sole discretion to be unsafe or unhealthy, Engineer shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both parties shall enter into good-faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Engineer and Client may terminate this Agreement with respect to Scope of Services in accordance with the terms stated herein.

15.2 Engineer will not implement or be responsible for health or safety procedures other than for its own employees. Engineer shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the Scope of Services, Engineer's



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observation and testing of portions of the work of other parties on a project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

16. Pre-Existing Conditions and Subsurface Risks

16.1 Where the Scope of Services includes or requires on-site work, visits, investigations, or explorations, Engineer and Client agree to the following:

16.1.1 Hazardous Substances. Client acknowledges that Engineer has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "hazardous substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Engineer harmless from and against any and all claims, damages, losses, fines, suits or causes of action (collectively referred to as "claims") relating to personal injury; property damage; non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent the claims are based on or arise from the existence or release of any hazardous substances. The term "property" as used herein means all real and personal property, including, without limitation, tangible and intangible rights and interests, economic or other losses, or other rights with respect thereto.

16.1.2 Client's Duty to Notify Engineer of Hazards. Client shall provide Engineer with all information known to Client with respect to the existence or suspected existence of any hazardous substances at, on, or in close proximity to the Project site. Client will advise Engineer immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

16.1.3 Engineer shall take reasonable precautions for the health and safety of its employees while at the Project site with consideration for the available information regarding existing hazards.

16.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Engineer shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Engineer does not, by entry into an agreement with Client or its performance of services under any such agreements,

assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Engineer's performance of any work at the Project site.

16.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Engineer to make the planned borings, explorations, or field tests. Engineer will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Engineer's operations, or the operations of any person or entity engaged by Engineer in the performance of services under this agreement. If Engineer is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Engineer's fee.

16.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that the Engineer properly inferred to exist between sampling points may differ significantly from those that actually exists. The Client acknowledges these risks.

16.1.7 Engineer will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Engineer will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Engineer observes such standard of care, Engineer will not be responsible for any unavoidable damage, injury of interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Engineer's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Engineer by Client or by any other party, or which could not have been reasonably identified by Engineer.

17. Samples

17.1 Non-Hazardous Samples. Engineer will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Engineer's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Engineer will ship such samples to the location designated by Client, at Client's expense. Engineer may, upon written request,



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arrange for storage of samples at Engineer's offices at mutually agreed storage charges. Engineer will not give Client prior notice of intention to dispose of samples.

17.2 Hazardous Samples. Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Engineer shall, at its option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Engineer will store such samples at Client's expense and Client will pay an additional fee as charged by Engineer in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

18. Miscellaneous

18.1 This Agreement shall be governed and construed in accordance with the laws of the State of New York.

18.2 The prevailing party in any lawsuit, appeal, bankruptcy or other legal proceeding relating to this Agreement or its appendices shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party, and in all efforts to collect any recovery by the prevailing party. Any action to enforce or interpret this Agreement shall be commenced or maintained only in the judicial or administrative tribunal in the jurisdiction of the State of New York, and each party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

18.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.

18.4 The Client and Engineer respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

18.5 This Agreement represents the entire and integrated Agreement between the Client and Engineer, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Engineer.

18.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

18.7 Any estimates or opinions of Project or construction costs are provided by Engineer on the basis of Engineer's experience and qualifications as an engineer and represents its best judgment as an experienced and qualified engineer familiar with the construction industry. Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Engineer. Similarly, since Engineer has no control over building operation and/or maintenance costs, Engineer cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Engineer. No fixed limit of construction costs is established as a part of this Agreement.

(Signatures on next page)



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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

ENGINEER:

WOODARD & CURRAN ENGINEERING, P.A. P.C.

By: _____

Printed: _____

Title: _____

Thereunto duly authorized

Date: _____

CLIENT:

VILLAGE OF BRIARCLIFF MANOR

By: _____

Printed: _____

Title: _____

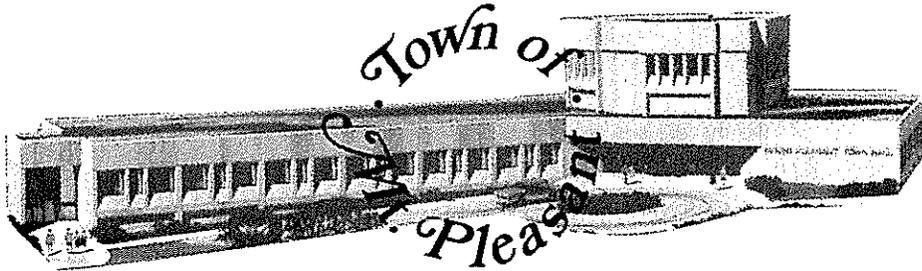
Thereunto duly authorized

Date: _____

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
APRIL 3, 2013

**3D. AUTHORIZE VILLAGE MANAGER TO EXECUTE AN AGREEMENT
FOR AMBULANCE SERVICES**

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an agreement with the town of Mt. Pleasant for the West Ambulance District ambulance services 2012 and 2013.



JOAN A. MAYBURY
Supervisor

March 14, 2012

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

Letter
↳ e-mails

Re: 2012 Agreement for Ambulance Service

Dear Mr. Zegarelli:

Enclosed are two signed copies of a new agreement for ambulance services for the Mount Pleasant West Ambulance District. For the year 2012, the payment is \$3,647. This new agreement is for the period of one year and shall be renewed thereafter for four (4) successive year intervals until December 31, 2016.

If acceptable, please return one signed copy and I will have the Town Comptroller process the initial payment.

Thank you for your efforts.

Very truly yours,

Joan A. Maybury
Joan A. Maybury

JAM/bf
Enclosures

AGREEMENT

This agreement dated as of March 13, 2012, by and between MOUNT PLEASANT WEST AMBULANCE DISTRICT, with offices at One Town Hall Plaza, Valhalla, New York 10595 (hereinafter referred to as the "DISTRICT") and VILLAGE OF BRIARCLIFF MANOR, a municipal corporation duly organized and existing under the laws of the State of New York with offices at 1111 Pleasantville Road, Briarcliff Manor, NY 10510 (hereinafter referred to as the "VILLAGE").

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

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

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

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

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

NOW, THEREFORE, it is mutually agreed as follows:

FIRST: 1) The VILLAGE through the AMBULANCE CORPS hereby agrees to furnish emergency ambulance service for a term of one year, commencing January 1, 2012, to the following areas within the district: Country Club Lane, Country Club Lane North, Country Club Lane South, Ivanhoe Place, Union Street, Requa Street, Kings Grant Way, Tower Hill Road, East Gate Road, Pocantico Lake Road, Old Sleepy Hollow Road Extension and Sleepy Hollow Road, to the extent it is North of Route 117. In the event all AMBULANCE CORPS vehicles are in use and an additional call for emergency assistance is placed within the covered area, the "mutual aid" plan will automatically be activated whereby a neighboring ambulance service will respond to the call.

2) In consideration for the performance of the

emergency ambulance services to be performed by the AMBULANCE CORPS, the DISTRICT shall pay to the VILLAGE the sum of Three Thousand Six Hundred Forty Seven (\$3,647) dollars for year 2012. Payment will be made on or about May 15, 2012.

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

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

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

THIRD: The VILLAGE and the AMBULANCE CORPS hereby agree to furnish the DISTRICT the necessary certificates certifying that it has complied with all of

the laws of the State of New York regarding the training of personnel and shall provide equipment, ambulance and personnel sufficient to furnish said services.

FOURTH: The AMBULANCE CORPS through its appropriate members shall at all times during the term of this agreement be subject to call for such emergency service by the Police Department for a person or persons living or found within the boundaries of the DISTRICT and, when notified by the Police Department of a request for such service, shall respond to and render such service without undue delay and with suitable equipment and personnel.

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

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

SEVENTH: This Agreement shall be nonassignable.

EIGHTH: The parties hereto agree that this Agreement shall be for the period of one year and shall be automatically renewed thereafter for four (4) successive year intervals unless terminated earlier by the parties as provided below (the maximum term of this Agreement being up to December 31, 2016). Either party may terminate this agreement for any reason whatsoever upon giving sixty (60) days written notice to the other party prior to the end of any one year term of this Agreement. Upon giving such notice, this Agreement shall terminate at the end of the calendar year in which said notice is given. The notice to be given hereunder shall be certified mail, return, receipt requested, addressed to the parties and address stated above.

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

TENTH: Neither of the parties herein shall be responsible for failure or delay in the performance of any obligation hereunder caused by labor disturbances, fire, earthquake, war, insurrection, interference by civil or military authorities, floods, storms, transportation embargoes, or any other cause whatsoever not within its control and which by the exercise of due diligence it is

unable to overcome, of the nature or class commonly embraced in the phrase, "Act of God," whether one of the causes hereinabove enumerated or not.

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

MOUNT PLEASANT WEST AMBULANCE DISTRICT

By: Joan A. Maybury
Joan A. Maybury, Supervisor
Town of Mount Pleasant

Attest

VILLAGE OF BRIARCLIFF MANOR

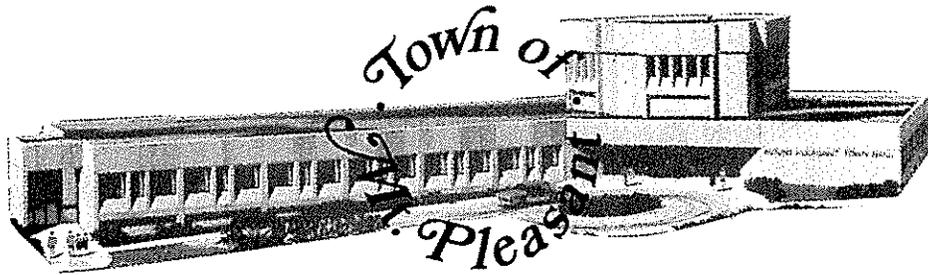
By: Phillip E. Zegarélli

Phillip E. Zegarélli,
Village Manager

Attest

ACCEPTED AND AGREED:

Chief
Briarcliff Manor Fire Department



JOAN A. MAYBURY
Supervisor

March 27, 2013

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

Re: 2013 Agreement for Ambulance Service

Dear Mr. Zegarelli:

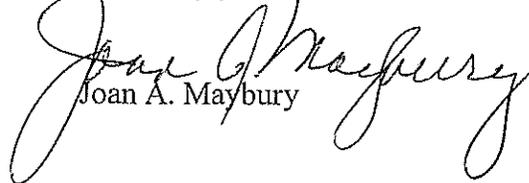
In accordance with paragraph "EIGHTH" of the contract, the term is automatically renewed annually through 2016.

In accordance with paragraph "FIRST" of the contract and the 2013 town budget, the Mount Pleasant West Ambulance District will pay to the Village of Briarcliff the sum of \$3,720 for 2013. This will be paid in one payment on or about May 15, 2013.

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

Thank you for your assistance and continued service.

Very truly yours,


Joan A. Maybury

JAM/bf
Enclosures
AGREED: _____

NAME: Phillip E. Zegarelli
TITLE: Village Manager

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
APRIL 3, 2013

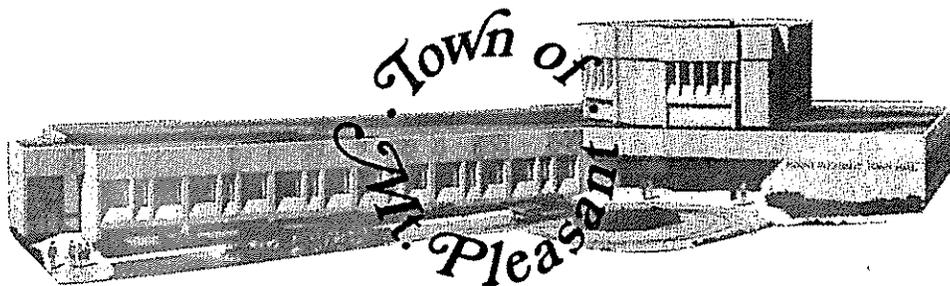
3E. AUTHORIZE VILLAGE MANAGER TO EXECUTE FIRE PROTECTION AGREEMENTS WITH MT. PLEASANT

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute a Fire Protection Agreement with the Town of Mt. Pleasant for fire protection services to the Briarcliff East Fire Protection Districts to expire on December 31, 2012.

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a Fire Protection Agreement with the Town of Mt. Pleasant for fire protection services to the Northeast Briarcliff Fire Protection District to expire on December 31, 2012.

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute a Fire Protection Agreement with the Town of Mt. Pleasant for fire protection services to the Briarcliff East Fire Protection Districts to expire on December 31, 2013.

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a Fire Protection Agreement with the Town of Mt. Pleasant for fire protection services to the Northeast Briarcliff Fire Protection District to expire on December 31, 2013.



RECEIVED

JAN 24 2012

VILLAGE MANAGER

RECEIVED

JAN 24 2012

VILLAGE MANAGER

LAW DEPARTMENT

GERALD D. REILLY
Town Attorney

CHRISTOPHER W. McCLURE
Deputy Town Attorney

VIA CERTIFIED MAIL

January 16, 2012

Philip Zegarelli, Village Manager
1111 Pleasantville Road
Briarcliff, NY 10510

Re: 2012 Fire Protection Agreements
North East Briarcliff Fire Protection District
East Briarcliff Fire Protection District

Dear Mr. Zegarelli:

At the regular meeting held by the Town Board of the Town of Mount Pleasant on January 10, 2012, a public hearing was held on the proposal for the above-named fire protection districts.

Enclosed please find original and one copy of the Agreements. Kindly execute and return to our office the original agreement. You may keep the copy for your files.

I wish to extend my appreciation to the Commissioners and the Fire Department for their continued assistance and coverage.

Very truly yours,

Gerald D. Reilly

GDR:bf
Encls.

fireletter

AGREEMENT, made as of the 1st day of January, 2012, between the TOWN OF MOUNT PLEASANT, a municipal corporation of the County of Westchester and State of New York, having its principal offices of 1 Town Hall Plaza, Valhalla, New York (hereinafter referred to as the "Town"), and the **VILLAGE OF BRIARCLIFF MANOR**, a municipal corporation of the County of Westchester and State of New York, having its principal offices at 1111 Pleasantville Road, Briarcliff Manor, New York (hereinafter referred to as the "Village"),

WITNESSETH:

WHEREAS, there has been duly established in the said Town of Mount Pleasant, a fire protection district known as the "**EAST BRIARCLIFF FIRE PROTECTION DISTRICT**," embracing territory in the said Town of Mount Pleasant more fully described in the resolution establishing such district and duly adopted by the Town Board of said Town of Mount Pleasant on October 17, 1955; and

WHEREAS, following a public hearing duly called, the Town Board of the said Town of Mount Pleasant has duly authorized a contract with the Village of fire protection to said fire protection district upon the terms and provisions herein set forth; and

WHEREAS, the within contract has also been duly authorized by the Board of Trustees of the Village of Briarcliff Manor, New York;

NOW, THEREFORE, the Town does engage the Village to furnish fire protection to said fire protection district in the Town of Mount Pleasant known as the "**EAST BRIARCLIFF FIRE PROTECTION DISTRICT**", and the Village agrees to furnish such protection in the following manner, to wit:

1. The fire department of the Village shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such fire protection district, and when notified by alarm or telephone call from any person within such fire protection district of a fire within the said fire protection district, such fire department shall respond and attend upon the fire without delay with one or more companies and with suitable ladder, pumping and hose apparatus. Upon arriving at the scene of the fire, the attending firemen of the Village shall proceed diligently and in every way reasonably suggested to the extinguishment of the fire, and the saving of life and property in connection therewith.

2. In addition, the fire department of the Village shall at all times during the period of this agreement be subject to call as set forth above to provide ambulance service to said protection district when summoned by mistake or when an emergency requires that such services be furnished without delay.

3. In consideration of furnishing aid and the use of its apparatus as aforesaid, the Village shall receive a payment from the Town in the sum of \$11,825.00, payable in May, 2012.

4. The Village agrees to maintain adequate comprehensive general liability and property damage insurance, workers' compensation and/or Volunteer Firefighters' Benefit law insurance and professional liability insurance the limit of which shall not be less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate.

5. The Village agrees to hold the Town harmless and to indemnify the Town from any and all liability, claim, suit, action or other things arising from, because of or on account of providing fire protection or ambulance service under this agreement.

6. All monies to be paid under any provision of this agreement shall be a charge upon the said "**EAST BRIARCLIFF FIRE PROTECTION DISTRICT**", to be assessed and levied upon the taxable property within said fire protection district and collected with the other town taxes by the Town of Mount Pleasant.

7. Members of the fire department of the Village, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges, and immunities as if performing the same in the Village of Briarcliff, New York.

8. Out of the aforesaid payments made by the Town to the Village, the Village, pursuant to Section 209-d of the General Municipal Law, shall forthwith pay over to the Briarcliff Manor Fire Department the sum of thirty-five (35%) per centum of such payments.

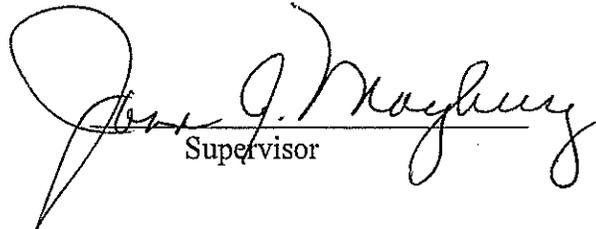
9. This agreement shall continue for a period of one (1) year from January 1, 2012 and shall terminate on December 31, 2012.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the day and year first above written.

ATTEST:

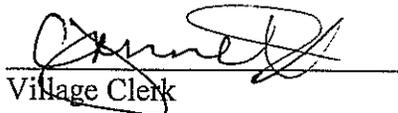
TOWN OF MOUNT PLEASANT

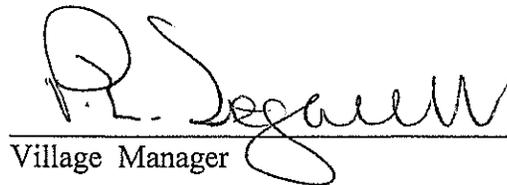

Town Clerk


Supervisor

ATTEST

VILLAGE OF BRIARCLIFF MANOR

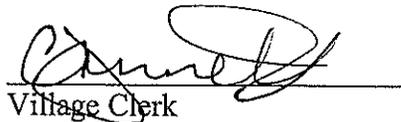

Village Clerk


Village Manager

Execution and delivery of the foregoing agreement is hereby consented to:

ATTEST:

BRIARCLIFF MANOR FIRE
DEPARTMENT


Village Clerk

Chief

AGREEMENT, made as of the 1st day of January, 2012, between the TOWN OF MOUNT PLEASANT, a municipal corporation of the County of Westchester and State of New York, having its principal offices of 1 Town Hall Plaza, Valhalla, New York (hereinafter referred to as the "Town"), and the **VILLAGE OF BRIARCLIFF MANOR**, a municipal corporation of the County of Westchester and State of New York, having its principal offices at 1111 Pleasantville Road, Briarcliff Manor, New York (hereinafter referred to as the "Village"),

WITNESSETH:

WHEREAS, there has been duly established in the said Town of Mount Pleasant, a fire protection district known as the "**NORTH EAST BRIARCLIFF FIRE PROTECTION DISTRICT**," embracing territory in the said Town of Mount Pleasant more fully described in the resolution establishing such district and duly adopted by the Town Board of said Town of Mount Pleasant on October 17, 1955; and

WHEREAS, following a public hearing duly called, the Town Board of the said Town of Mount Pleasant has duly authorized a contract with the Village of fire protection to said fire protection district upon the terms and provisions herein set forth; and

WHEREAS, the within contract has also been duly authorized by the Board of Trustees of the Village of Briarcliff Manor, New York;

NOW, THEREFORE, the Town does engage the Village to furnish fire protection to said fire protection district in the Town of Mount Pleasant known as the "**NORTH EAST BRIARCLIFF FIRE PROTECTION DISTRICT**", and the Village agrees to furnish such protection in the following manner, to wit:

1. The fire department of the Village shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such fire protection district, and when notified by alarm or telephone call from any person within such fire protection district of a fire within the said fire protection district, such fire department shall respond and attend upon the fire without delay with one or more companies and with suitable ladder, pumping and hose apparatus. Upon arriving at the scene of the fire, the attending firemen of the Village shall proceed diligently and in every way reasonably suggested to the extinguishment of the fire, and the saving of life and property in connection therewith.

2. In addition, the fire department of the Village shall at all times during the period of this agreement be subject to call as set forth above to provide ambulance service to said protection district when summoned by mistake or when an emergency requires that such services be furnished without delay.

3. In consideration of furnishing aid and the use of its apparatus as aforesaid, the Village shall receive a payment from the Town in the sum of \$23,590, payable in May, 2012.

4. The Village agrees to maintain adequate comprehensive general liability and property damage insurance, workers' compensation and/or Volunteer Firefighters' Benefit law insurance and professional liability insurance the limit of which shall not be less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate.

5. The Village agrees to hold the Town harmless and to indemnify the Town from any and all liability, claim, suit, action or other things arising from, because of or on account of providing fire protection or ambulance service under this agreement.

6. All monies to be paid under any provision of this agreement shall be a charge upon the said “**NORTH EAST BRIARCLIFF FIRE PROTECTION DISTRICT**”, to be assessed and levied upon the taxable property within said fire protection district and collected with the other town taxes by the Town of Mount Pleasant.

7. Members of the fire department of the Village, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges, and immunities as if performing the same in the Village of Briarcliff, New York.

8. Out of the aforesaid payments made by the Town to the Village, the Village, pursuant to Section 209-d of the General Municipal Law, shall forthwith pay over to the Briarcliff Manor Fire Department the sum of thirty-five (35%) per centum of such payments.

9. This agreement shall continue for a period of one (1) year from the date January 1, 2012 and shall terminate on December 31, 2012.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the day and year first above written.

ATTEST:

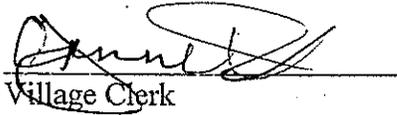
TOWN OF MOUNT PLEASANT

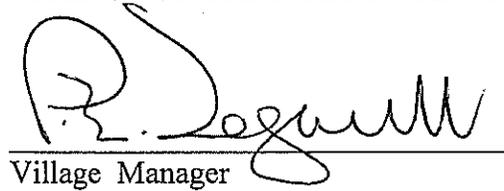

Town Clerk


Supervisor

ATTEST

VILLAGE OF BRIARCLIFF MANOR


Village Clerk


Village Manager

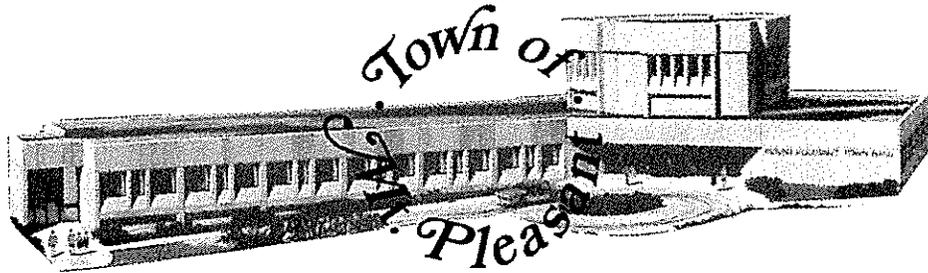
Execution and delivery of the foregoing agreement is hereby consented to:

ATTEST:

BRIARCLIFF MANOR FIRE
DEPARTMENT


Village Clerk

Chief



JOAN A. MAYBURY
Supervisor

March 13, 2013

VIA CERTIFIED MAIL

Philip Zegarelli, Village Manager
Village of Briarcliff Manor
1111 Pleasantville Road
Briarcliff, NY 10510

Re: 2013 Fire Protection Agreements
North East Briarcliff Fire Protection District
East Briarcliff Fire Protection District

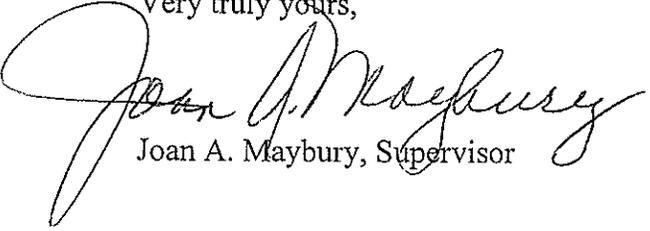
Dear Mr. Zegarelli:

At the regular meeting held by the Town Board of the Town of Mount Pleasant on March 12, 2013, a public hearing was held on the proposal for the above-named fire protection districts.

Enclosed please find original and one copy of the Agreements. Kindly execute and return to our office the original agreement. You may keep the copy for your files.

I wish to extend my appreciation to the Commissioners and the Fire Department for their continued assistance and coverage.

Very truly yours,



Joan A. Maybury, Supervisor

JAM:bf
Encls.

AGREEMENT, made as of the 1st day of January, 2013, between the TOWN OF MOUNT PLEASANT, a municipal corporation of the County of Westchester and State of New York, having its principal offices of 1 Town Hall Plaza, Valhalla, New York (hereinafter referred to as the "Town"), and the **VILLAGE OF BRIARCLIFF MANOR**, a municipal corporation of the County of Westchester and State of New York, having its principal offices at 1111 Pleasantville Road, Briarcliff Manor, New York (hereinafter referred to as the "Village"),

W I T N E S S E T H:

WHEREAS, there has been duly established in the said Town of Mount Pleasant, a fire protection district known as the "**EAST BRIARCLIFF FIRE PROTECTION DISTRICT**," embracing territory in the said Town of Mount Pleasant more fully described in the resolution establishing such district and duly adopted by the Town Board of said Town of Mount Pleasant on October 17, 1955; and

WHEREAS, following a public hearing duly called, the Town Board of the said Town of Mount Pleasant has duly authorized a contract with the Village of fire protection to said fire protection district upon the terms and provisions herein set forth; and

WHEREAS, the within contract has also been duly authorized by the Board of Trustees of the Village of Briarcliff Manor, New York;

NOW, THEREFORE, the Town does engage the Village to furnish fire protection to said fire protection district in the Town of Mount Pleasant known as the "**EAST BRIARCLIFF FIRE PROTECTION DISTRICT**", and the Village agrees to furnish such protection in the following manner, to wit:

1. The fire department of the Village shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such fire protection district, and when notified by alarm or telephone call from any person within such fire protection district of a fire within the said fire protection district, such fire department shall respond and attend upon the fire without delay with one or more companies and with suitable ladder, pumping and hose apparatus. Upon arriving at the scene of the fire, the attending firemen of the Village shall proceed diligently and in every way reasonably suggested to the extinguishment of the fire, and the saving of life and property in connection therewith.

2. In addition, the fire department of the Village shall at all times during the period of this agreement be subject to call as set forth above to provide ambulance service to said protection district when summoned by mistake or when an emergency requires that such services be furnished without delay.

3. In consideration of furnishing aid and the use of its apparatus as aforesaid, the Village shall receive a payment from the Town in the sum of \$12,062.00, payable in May, 2013.

4. The Village agrees to maintain adequate comprehensive general liability and property damage insurance, workers' compensation and/or Volunteer Firefighters' Benefit law insurance and professional liability insurance the limit of which shall not be less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate.

5. The Village agrees to hold the Town harmless and to indemnify the Town from any and all liability, claim, suit, action or other things arising from, because of or on account of providing fire protection or ambulance service under this agreement.

6. All monies to be paid under any provision of this agreement shall be a charge upon the said "EAST BRIARCLIFF FIRE PROTECTION DISTRICT", to be assessed and levied upon the taxable property within said fire protection district and collected with the other town taxes by the Town of Mount Pleasant.

7. Members of the fire department of the Village, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges, and immunities as if performing the same in the Village of Briarcliff, New York.

8. Out of the aforesaid payments made by the Town to the Village, the Village, pursuant to Section 209-d of the General Municipal Law, shall forthwith pay over to the Briarcliff Manor Fire Department the sum of thirty-five (35%) per centum of such payments.

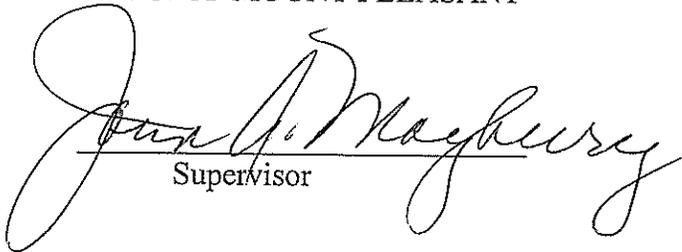
9. This agreement shall continue for a period of one (1) year from January 1, 2013 and shall terminate on December 31, 2013.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the day and year first above written.

ATTEST:

Town Clerk

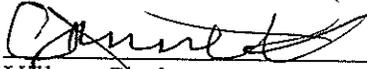
TOWN OF MOUNT PLEASANT



Supervisor

ATTEST

VILLAGE OF BRIARCLIFF MANOR


Village Clerk


Village Manager

Execution and delivery of the foregoing agreement is hereby consented to:

ATTEST:

BRIARCLIFF MANOR FIRE
DEPARTMENT


Village Clerk

Chief

AGREEMENT, made as of the 1st day of January, 2013, between the TOWN OF MOUNT PLEASANT, a municipal corporation of the County of Westchester and State of New York, having its principal offices of 1 Town Hall Plaza, Valhalla, New York (hereinafter referred to as the "Town"), and the **VILLAGE OF BRIARCLIFF MANOR**, a municipal corporation of the County of Westchester and State of New York, having its principal offices at 1111 Pleasantville Road, Briarcliff Manor, New York (hereinafter referred to as the "Village"),

WITNESSETH:

WHEREAS, there has been duly established in the said Town of Mount Pleasant, a fire protection district known as the "**NORTH EAST BRIARCLIFF FIRE PROTECTION DISTRICT**," embracing territory in the said Town of Mount Pleasant more fully described in the resolution establishing such district and duly adopted by the Town Board of said Town of Mount Pleasant on October 17, 1955; and

WHEREAS, following a public hearing duly called, the Town Board of the said Town of Mount Pleasant has duly authorized a contract with the Village of fire protection to said fire protection district upon the terms and provisions herein set forth; and

WHEREAS, the within contract has also been duly authorized by the Board of Trustees of the Village of Briarcliff Manor, New York;

NOW, THEREFORE, the Town does engage the Village to furnish fire protection to said fire protection district in the Town of Mount Pleasant known as the "**NORTH EAST BRIARCLIFF FIRE PROTECTION DISTRICT**", and the Village agrees to furnish such protection in the following manner, to wit:

1. The fire department of the Village shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such fire protection district, and when notified by alarm or telephone call from any person within such fire protection district of a fire within the said fire protection district, such fire department shall respond and attend upon the fire without delay with one or more companies and with suitable ladder, pumping and hose apparatus. Upon arriving at the scene of the fire, the attending firemen of the Village shall proceed diligently and in every way reasonably suggested to the extinguishment of the fire, and the saving of life and property in connection therewith.

2. In addition, the fire department of the Village shall at all times during the period of this agreement be subject to call as set forth above to provide ambulance service to said protection district when summoned by mistake or when an emergency requires that such services be furnished without delay.

3. In consideration of furnishing aid and the use of its apparatus as aforesaid, the Village shall receive a payment from the Town in the sum of \$24,062.00, payable in May, 2013.

4. The Village agrees to maintain adequate comprehensive general liability and property damage insurance, workers' compensation and/or Volunteer Firefighters' Benefit law insurance and professional liability insurance the limit of which shall not be less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate.

5. The Village agrees to hold the Town harmless and to indemnify the Town from any and all liability, claim, suit, action or other things arising from, because of or on account of providing fire protection or ambulance service under this agreement.

6. All monies to be paid under any provision of this agreement shall be a charge upon the said "NORTH EAST BRIARCLIFF FIRE PROTECTION DISTRICT", to be assessed and levied upon the taxable property within said fire protection district and collected with the other town taxes by the Town of Mount Pleasant.

7. Members of the fire department of the Village, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges, and immunities as if performing the same in the Village of Briarcliff, New York.

8. Out of the aforesaid payments made by the Town to the Village, the Village, pursuant to Section 209-d of the General Municipal Law, shall forthwith pay over to the Briarcliff Manor Fire Department the sum of thirty-five (35%) per centum of such payments.

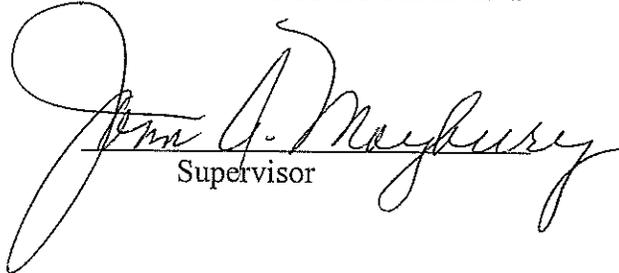
9. This agreement shall continue for a period of one (1) year from the date January 1, 2013 and shall terminate on December 31, 2013.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the day and year first above written.

ATTEST:

Town Clerk

TOWN OF MOUNT PLEASANT



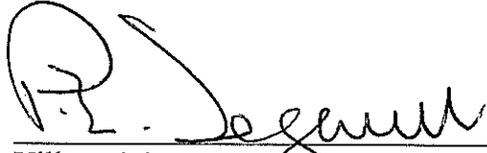
Supervisor

ATTEST

VILLAGE OF BRIARCLIFF MANOR



Village Clerk

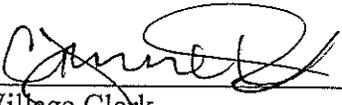


Village Manager

Execution and delivery of the foregoing agreement is hereby consented to:

ATTEST:

BRIARCLIFF MANOR FIRE
DEPARTMENT



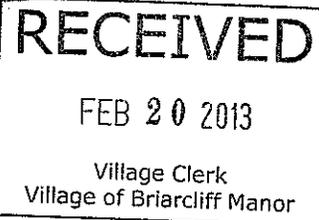
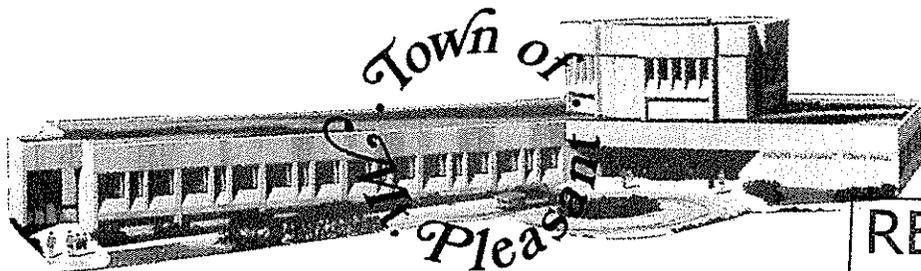
Village Clerk

Chief

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
APRIL 3, 2013

**3F. AUTHORIZE VILLAGE MANAGER TO EXECUTE AN AGREEMENT –
HYDRANT RENTAL AGREEMENT FOR THE EAST BRIARCLIFF FIRE
PROTECTION DISTRICT**

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute a Hydrant Rental Agreement with the Town of Mt. Pleasant for the Briarcliff East Fire Protection District for 2012 and 2013.



JOAN A. MAYBURY
Supervisor

February 19, 2013

VIA CERTIFIED MAIL

Philip Zegarelli, Village Manager
Village of Briarcliff Manor
1111 Pleasantville Road
Briarcliff Manor, NY 10510

Re: Hydrant Rental Agreement

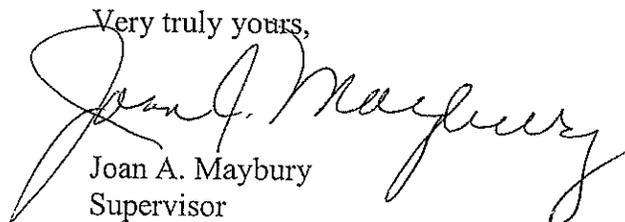
Dear Mr. Zegarelli:

The Hydrant Rental Agreement for the East Briarcliff Fire Protection District expired on December 31, 2011.

There is a total of \$1,248.00 set aside for 2012 and 2013: for 2012 – \$618.00 payable upon signing; for 2013 - \$630.00 payable in May, 2013.

Enclosed is an original and one copy of a revised contract for the hydrant rentals for 2012 and 2013. Please return the original to this office and keep a copy for your files. Thank you.

Very truly yours,



Joan A. Maybury
Supervisor

JAM/bf
Enclosure

AGREEMENT, made as of the 1st day of January, 2013 between THE TOWN OF MOUNT PLEASANT, a municipal corporation of the County of Westchester and State of New York, having its principal offices at One Town Hall Plaza, Valhalla, New York, (hereinafter referred to as the "Town"), and VILLAGE OF BRIARCLIFF MANOR, a municipal corporation of the County of Westchester and State of New York, having its principal offices at 1111 Pleasantville Road, Briarcliff Manor, New York (hereinafter referred to as the "Village").

WITNESSETH:

WHEREAS, there has been duly established in the said Town of Mount Pleasant, a fire protection district known as the "East Briarcliff Fire Protection District", embracing territory in the said Town of Mount Pleasant more fully described in the resolution establishing such district and duly adopted by the Town Board of said Town of Mount Pleasant on October 7, 1955, and

WHEREAS, the Village maintains five (5) hydrants within the said fire protection district; and

WHEREAS, by ordinance of the Village of Briarcliff Manor, there shall be no liability upon the part of the Village with respect to fire hydrants situated outside the corporate limits of said Village in the absence of any written contract providing for an annual rental charge for such fire hydrants.

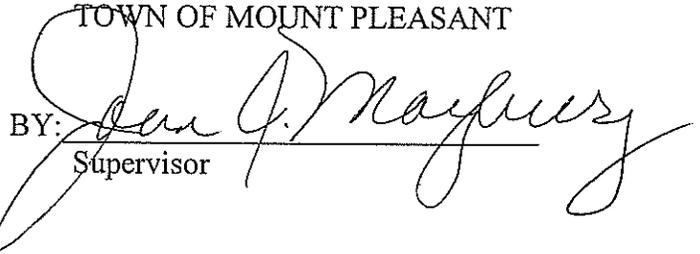
NOW, THEREFORE, the Village agrees to service and maintain the five (5) fire hydrants situated within the "East Briarcliff Fire Protection District", employing the same periodical checks, greasing, testing and painting as practiced on similar equipment in the

confines of the unmetered water supply to the said five (5) fire hydrants for the two year period commencing January 1, 2012 and ending on December 31, 2013.

In consideration of the foregoing, the Town agrees to pay to the Village the total sum of One Thousand Two Hundred Forty Eight (\$1,248.00) Dollars, payable as follows: \$618.00 upon signing of this contract and \$630.00 in May, 2013.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the day and year first written above. This Agreement shall terminate on December 31, 2013.

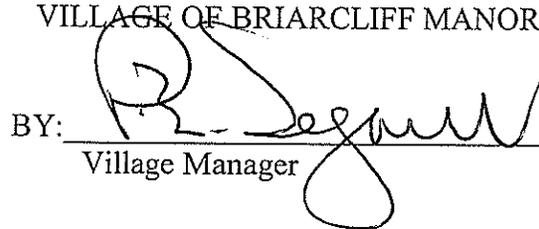
TOWN OF MOUNT PLEASANT

BY: 
Supervisor

Attest:

Town Clerk

VILLAGE OF BRIARCLIFF MANOR

BY: 
Village Manager

Attest:


Village Clerk

Village Board of Trustees
Regular Meeting
March 20, 2013
7:30 p.m.

The Regular Meeting of the Board of Trustees of the Village of Briarcliff Manor, New York was held in the Village of Briarcliff Manor Village Hall, at 1111 Pleasantville Road, Briarcliff Manor, New York on the 20th of March, 2013 commencing at 7:30 p.m.

Present

David Venditti, Deputy Mayor
Mark Pohar, Trustee
Lori A. Sullivan, Trustee

Also Present

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

Absent

William J. Vescio, Mayor
Robert Murray, Trustee

Board of Trustees Report by Deputy Mayor Venditti

- The Library and Community Center has several upcoming programs. Visit their website for more information.
- If you haven't done so, please renew your Alarm Permit.
- The Recreation Department Spring/Summer Brochure is available online.
- Registration for Summer Camp and other programs began on March 18th. The 2013 Summer Camp season will span 5 ½ weeks.
- Summercliff Players presents Seussical the Musical. Mark your calendars for the open house meeting on April 22nd. Visit their website www.summercliffplayers.com for more information.
- The Annual Egg Hunt will be on Thursday, March 28th at 10am. It is a rain or shine event.

Village Managers Report by Village Manager Zegarelli

- All the paperwork has been submitted to FEMA.
- The Westchester County Mobile Shredder will be behind Village Hall on Saturday, April 6th from 10am-1pm.
- The Westchester County Mobile Passport Unit will be at Village Hall on Thursday, April 25th from 11am-2pm.
- The FY13-14 Tentative Budget has been filed.

Village Manager Zegarelli gave a presentation on the status of the FY 12-13 Budget after the completion of 8 months.

Public Comments

Mrs. Sara Vescio read a statement aloud on behalf of the Mayor thanking Deputy Mayor Venditti for his 10 years of service and dedication to the Village.

Mr. Aaron Stern thanked Deputy Mayor Venditti for his service and stated that it was residents like him that have served the Village and made it the place it was. He further stated it validated the work of the People's Caucus process.

Award of Bid

Traffic Signal Upgrade

The Board requested the memorandum be updated to explain the bid more in depth.

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

WHEREAS the Village received 3 bids for the Traffic Signal Upgrades Project (VM-1112-4); and

WHEREAS \$80,000 was authorized for said project in the FY 12-13 Capital Budget; and

BE IT RESOLVED that the bid for the Traffic Signal Upgrades Project (VM-1112-4) is hereby awarded to Power Line Constructors, Inc. with their bid proposal of \$76,870 and a 3.5% contingency component of \$2,690 for a total project cost not to exceed \$79,560.

THEREFORE, BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with Power Line Constructors, Inc. for said project.

Phase 1 SCADA Upgrades

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

WHEREAS the Village received 4 bids for the Phase 1 SCADA Upgrades Project (VM-1213-5); and

BE IT RESOLVED that the bid for the Phase 1 SCADA Upgrades Project (VM-1213-5) is hereby awarded to Talt Electric with their bid proposal of \$24,400.

THEREFORE, BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with Talt Electric for said project.

Authorize Village Manager to Execute Agreement – NYSDOT Snow and Ice Agreement 2014-2015

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

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an agreement with the New York State Department of Transportation to amend the Indexed Lump Sum Municipal Snow and Ice Agreement for the period from July 1, 2014 through June 30, 2015.

Scheduling Annual Organizational Meeting & Tentative Budget Public Hearing

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

ANNUAL ORGANIZATIONAL MEETING

BE IT RESOLVED, that the Annual Organizational Meeting of the Board of Trustees is hereby scheduled for Wednesday, April 3, 2013 at 7:00pm.

2013-2014 TENTATIVE BUDGET PUBLIC HEARING

BE IT RESOLVED, that the 2012-2013 Tentative Budget was filed on Tuesday, March 20, 2013.

BE IT RESOLVED, that a Public Hearing for the 2013-2014 Tentative Budget is hereby scheduled for Wednesday, April 3, 2013 at 7:30pm.

Minutes

Upon motion by Trustee Sullivan, seconded by Trustee Pohar, the Board voted unanimously to approve the minutes of March 6, 2013 as.

Adjournment

Deputy Mayor Venditti thanked the Mayor and Board and stated it was a privilege working with the various Board members throughout the years. He further thanked Village Counsel and Village Staff. He stated he was proud of the many accomplishments he and Board had achieved over the years. He thanked the public for the distinct honor of allowing him to be a public servant.

Upon motion by Trustee Sullivan, seconded by Trustee Pohar, the Board voted unanimously to adjourn the meeting at 8:45pm.

Respectfully Submitted By,

Christine Dennett
Village Clerk