



AGENDA
APRIL 16, 2014
BOARD OF TRUSTEES
VILLAGE OF BRIARCLIFF MANOR, NEW YORK
REGULAR MEETING – 7:30 PM

1. Continued Public Hearing Fiscal Year 2014-2015 Tentative Budget

Public Comments

2. Authorize Village Manager to Execute Fire Protection Agreements with the Town of Mount Pleasant
3. Fire Department Membership
4. Minutes
 - a) March 19, 2014 Regular Meeting
 - b) April 9 2014 Organizational Meeting
 - c) April 9, 2014 Regular Meeting

NEXT REGULAR BOARD OF TRUSTEES MEETING – MAY 7, 2014

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
APRIL 16, 2014

**1. CONTINUED PUBLIC HEARING FOR FISCAL YEAR 2014-2015
TENTATIVE BUDGET**

BE IT RESOLVED, that the Board of Trustees does hereby close the Public Hearing for the Fiscal Year 2014-2015 Tentative Budget.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
APRIL 16, 2014

2. 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 in the amount of \$13,268 to expire on December 31, 2014.

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 in the amount of \$26,468 to expire on December 31, 2014.

AGREEMENT, made as of the 1st day of January, 2014, 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 \$13,268.00, payable in May, 2014.

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.

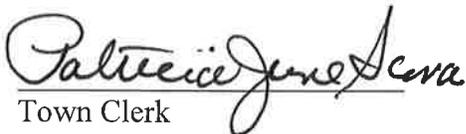
8. Out of the aforesaid payments made by the Town to the Village, the Village, pursuant to Section 209-d of the General Municipal Law, shall forthwith pay over to the Briarcliff Manor Fire Department the sum of thirty-five (35%) per centum of such payments.

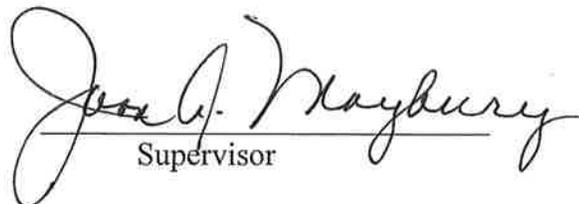
9. This agreement shall continue for a period of one (1) year from January 1, 2014 and shall terminate on December 31, 2014.

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

ATTEST:

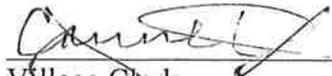
TOWN OF MOUNT PLEASANT


Town Clerk


Supervisor

ATTEST

VILLAGE OF BRIARCLIFF MANOR



Village Clerk

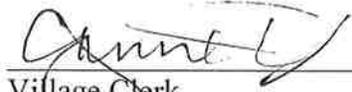


Village Manager

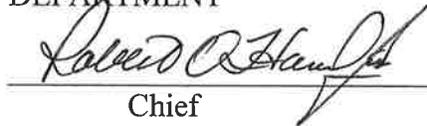
Execution and delivery of the foregoing agreement is hereby consented to:

ATTEST:

BRIARCLIFF MANOR FIRE
DEPARTMENT



Village Clerk



Chief

AGREEMENT, made as of the 1st day of January, 2014, 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 "**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 \$26,468.00, payable in May, 2014.

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, 2014 and shall terminate on December 31, 2014.

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

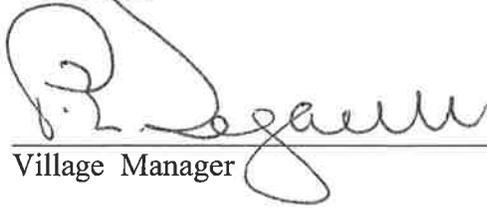

Supervisor

ATTEST

VILLAGE OF BRIARCLIFF MANOR



Village Clerk



Village Manager

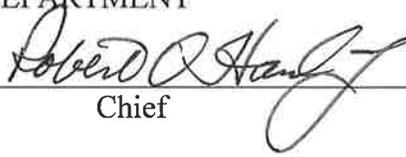
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ATTEST:

BRIARCLIFF MANOR FIRE
DEPARTMENT



Village Clerk



Chief

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
APRIL 16, 2014

3. FIRE DEPARTMENT MEMBERSHIP

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

Briarcliff Manor Fire Department

1111 PLEASANTVILLE ROAD
BRIARCLIFF MANOR, NY 10510

Office of the Chief



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

EMAIL: fdchief@briarcliffmanor.org

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

DATE: April 1, 2014

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

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

SUBJECT: NEW MEMBER - Request for Village Approval

Honorable Mayor and Trustee's;

Tom Young, DOB: 4-27-1976 and residing at 38 Morningside Dr, Briarcliff Manor , New York, has applied for membership in the Briarcliff Manor Fire Department

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

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

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

Thank you for your assistance.

A handwritten signature in blue ink that reads "Robert O'Hanlon Jr." with a stylized flourish at the end.

Robert O'Hanlon Jr.
Chief of Department

4/1/14
Dated

A handwritten signature in black ink that reads "Deborah A. Johnson" in a cursive style.

Secretary - Briarcliff Fire Company

4/1/14
Dated

A handwritten signature in black ink that reads "Christine Dennett" in a cursive style.

Village Clerk - Christine Dennett

4-3-14
Dated

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
APRIL 16, 2014

4. MINUTES

Will be emailed on Monday

- March 19, 2014 – Regular Meeting
- April 9, 2014 – Organizational Meeting
- April 9, 2014 – Regular Meeting