



AGENDA FEBRUARY 3, 2016 BOARD OF TRUSTEES

VILLAGE OF BRIARCLIFF MANOR, NEW YORK REGULAR MEETING – 8:00PM

Board of Trustees Announcements

Village Managers Report

Public Comments

- 1. Change Orders
 - a) F.A. Burchetta, Co., Inc. (Pump Station and Comfort Station)
 - b) Sun-Dance Energy Contractors, Inc. d/b/a Markley Mechanical (Community Center)
 - c) PRM Electric (Community Center)
 - d) Frank & Lindy Plumbing (Community Center)
- 2. Budget Transfers
- 3. Appointment of Village Treasurer
- 4. Declaring a Mass Casualty Decontamination Unit (MDU) acquired under a FEMA grant to be useless and unneeded for Village purposes, and authorizing conveyance of same to the New York State Guard
- 5. Authorize Village Manager to Enter into a Cooperative Purchase Agreement with the Town of Mount Pleasant for Highway Construction Materials
- 6. Adoption of 2015 Westchester County, NY Hazard Mitigation Plan Update
- 7. Election Inspectors for the Village Election on March 15, 2016
- 8. Confirm the Village Manager's Execution of an Agreement with Seagrave Fire Apparatus, LLC
- 9. Minutes
 - January 12, 2016

THE NEXT REGULAR BOARD OF TRUSTEES MEETING WILL BE FEBRUARY 17, 2016 AT 8:00PM

1A. AUTHORIZE VILLAGE MANAGER TO APPROVE AND PAY CHANGE ORDERS – F.A. BURCHETTA, CO., INC. (PUMP STATION AND COMFORT STATION)

BE IT RESOLVED that the Board of Trustees hereby approves the following change orders as recommended by the Village Manager for a total contract cost of \$408,354.50:

Change order 1 with an **INCREASE** in the amount of \$6,288 to convert exterior street lamps to LED lamps;

Change order 2 with an **INCREASE** in the amount of \$6,218 to install radio and antenna equipment at the exterior of the Pump Station;

Change order 3 with an **INCREASE** in the amount of \$7,065 to relocated the transformer from the south side to the north side of the building;

Change order 4 with an **INCREASE** in the amount of \$37,526 for electrical service modifications:

Change order 5 with an **DECREASE** in the amount of \$9,562.50 for electrical service modifications;

NOW THEREFORE BE IT FURTHER RESOLVED, the funds will be drawn from accounts H8397.201PPVM4 and H1440.201.PPCOM for the change orders totaling \$47,534.50 and the Village Manager is hereby authorized and directed to pay F.A. Burchetta Co., Inc. the amount so approved.

CHANGE ORDER (FY 15-16) REQUEST FORM F.A. Burchetta Co., Inc (Pump Station & Comfort Station)

Awa	rded Contract	Munis Code	Budget Line
\$	360,820.00	H8397.201.PPVM4 H1440.201.PPCOM	Club Phase II Water Pump Station Club Phase II Comfort Station

Change Order	Increase Contract	Description
1	\$ 6,288.00	Convert exterior street lights to LED lamps
2	\$ 6,218.00	The state of the s
3	\$ 7,065.00	The state of the s
4	\$ 37,526.00	Electrical service modifications
Subtotal:	\$ 57,097.00	Electrical Service modifications
Change Order	Decrease Contract	Description
5	\$ (9,562.50)	Electrical service modifications
Subtotal	\$ 47,534.50	

New Amended Contract 408,354.50

Reason for Change Order Request: See attached.

Total:

Signature of Requesting Department Head

Date Signed

Village Manager Approval

Date Signed

1/21/16

Village Treasurer Approval

Date Signed

Maria Pascetta

Subject:

FW: VM 1314-E Water Pump Station & Comfort Station - Change Order Requests

From: Sonja Goldstein-Suss

Sent: Thursday, January 21, 2016 10:38 AM

To: Robin Rizzo; Philip Zegarelli Cc: Maria Pascetta; David Turiano

Subject: FW: VM 1314-E Water Pump Station & Comfort Station - Change Order Requests

Subject: VM 1314-E Water Pump Station & Comfort Station - F.A. Burchetta Co., Inc. - Purchase Order #23634 Change

Order Requests

Contract Amount: \$360,820.00

Total of Change Orders 1 through 5: \$47,534.50

New Contract Amount: \$408,354.50

Below find a summary of approved change orders (ACO) and potential change orders (PCO) that are in circulation for the above referenced project.

1: Convert exterior street lights to LED lamps. The original contract specified the installation of eight (8) of the Village's Hanover Eurotique light standard that identical to the fixtures installed in the Village's municipal lot and at other nonresidential streets throughout the Village. After the award of the contract it was requested that these lights be converted from metal halide lamps to LED lamps. This change was previously authorized by my office to facilitate the long lead time required.

\$6,288.00

2: Installation of radio and antenna equipment at exterior of pump station. This charge includes the installation of SCADA facilities at the prepackaged pump station that could not be installed by the manufacturer as the equipment and panels were not available at the time the prepackage was manufactured.

\$6,218.00

3: Relocation of transformer from south side of building to north side of building. During the course of construction, it was recognized that the original approved location of the transformer was at a difficult location to screen from public view. Accordingly, the transformer was moved to the opposite side of the building where it would be out of sight. Note that the transformer was larger than anticipated.

\$7,065.00

4: Primary service work in accordance with Con Edison layout #C-2015-60838-WB. The original contract documents provided for new electrical service originating at Scarborough Road. During the course of the Con Edison review, it was uncovered that the Village was not entitled to an electrical service as its facilities were not located on a separately owned parcel of land. Recall that the Village maintains an easement across The Club's premises. After much input from Village Counsel and consultation with Con Edison, it was confirmed that Con Edison's policy of "one electrical service per parcel" was reasonable. This change order represents the cost to piggyback the existing electrical service for the Village's use. The alternatives presented to the Village to have its own service ranged in costs between \$50,000 and \$80,000 plus annual maintenance costs that all were unreasonable.

\$37,526.00

5: Electrical service modifications from that indicated on approved plans. This change order is a credit for the work not performed in relation to PCO #4 above.

(\$9,562.50)

1B. AUTHORIZE VILLAGE MANAGER TO APPROVE AND PAY CHANGE ORDERS – SUN-DANCE ENERGY CONTRACTORS, INC. D/B/A MARKLEY MECHANICAL (COMMUNITY CENTER)

BE IT RESOLVED that the Board of Trustees hereby approves the following change orders as recommended by the Village Manager for a total contract cost of \$259,830:

Change order 1 with an **INCREASE** in the amount of \$3,468 to expand/modify the HVAC duct system in the Reading Room;

Change order 2 with an **INCREASE** in the amount of \$1,200 to install required air filters in the return air grilles rather than the attic;

Change order 3 with an **INCREASE** in the amount of \$4,000 to investigate and repair an active leak in the chimney;

Change order 4 with an **INCREASE** in the amount of \$1,512 to reconfigure linear diffusers;

NOW THEREFORE BE IT FURTHER RESOLVED, the funds will be drawn from account H1440.201.CCMec for the change orders totaling \$10,180 and the Village Manager is hereby authorized and directed to pay Sun-Dance Energy Contractors, Inc. d/b/a Markley Mechanical the amount so approved.

CHANGE ORDER (FY 15-16) REQUEST FORM Sun-Dance Energy Contractors, Inc. d/b/a Markley Mechanical (Community Center)

Awarded Contract \$249,650.00	Munis Code H.1440.201.CCMec	Budget Line Community Center (Mechanical)

Change Order	Incr	ease Contract	Description
1	\$	3,468.00	Expand/modify the HVAC duct system in the reading room
2	\$	1,200.00	Install required air filters in the return air grilles rather than in the attic
3	\$	4,000.00	Investigate and repair an active leak in the chimney
4	\$	1,512.00	Reconfigure linear diffusers
Subtotal	\$	10,180.00	and an assets

New Amended Contract

Total:

\$

259,830.00

Reason for Change Order Request: See attached.	- F
DAVIO TURAND	1/t2/16
Signature of Requesting Department Head	Date Signed
T. Legeun	21 Fan
Village Manager Approval	Date Signed
Skline	1/21/16
Village Treasurer Approval	Date Signed

Maria Pascetta

Subject:

FW: VM 1415-7M Community Center — Sun-Dance Energy Contractors, Inc. d/b/a Markley Mechanical — Change Order Requests

From: Sonja Goldstein-Suss

Sent: Thursday, January 21, 2016 2:26 PM

To: Robin Rizzo; Philip Zegarelli

Cc: Maria Pascetta; David Turiano; Sonja Goldstein-Suss

Subject: VM 1415-7M Community Center - Sun-Dance Energy Contractors, Inc. d/b/a Markley Mechanical - Change

Order Requests

Subject: VM 1415-7M Community Center - Sun-Dance Energy Contractors, Inc. d/b/a Markley Mechanical -

Purchase Order #23624 - Change Order Requests

Contract Amount: \$249,650.00

Total of Change Orders 1 through 4: \$10,180.00 Net Change by Previous Change Orders: -0-

New Contract Amount: \$259,830.00

Below find a summary of approved change orders (ACO) and/or potential change orders (PCO) that are in circulation for the above referenced project.

1 - Request for reading room

\$3,468.00 10/12/15

This work represents an increase in project scope. As discussed in earlier emails, the reading room, that is the space immediately to the right of and adjacent to the circulation desk was not part of the original scope of work. During the course of construction, it was uncovered that the entire ceiling in this room required replacement and therefore the determination was made to rehabilitate the entire room. This change order represents the cost to expand/modify the HVAC duct system to serve this reading room.

2 - Return filter grills for AHU 4,5

\$1,200.00 1/6/16

This project includes the installation of new HVAC units to serve the community center. These units are located in the attic transition space located between the original building and the new addition. During the course of construction it was determined that these units are in very tight quarters and are not readily accessible and serviceable. This change order represents the installation of the required air filters in the return air grilles rather than in the attic on the units themselves for ease of maintenance.

3 - Chimney leak

\$4,000.00 (estimate only) 1/5/16

This scope of work includes the investigation and repair of an active leak in the chimney that serves the library addition. This chimney has recently been the source of water entry into the ladies rest room and circulation desk ceiling. While the exact scope of work has not yet been uncovered, it is believed that the ornamental flue cover has been the source of the water entry and needs to be reconfigured.

4 - Supply diffuser change size: 22" to 20" and 18" to 16", 8 pieces total

\$1,512.00 1/5/16

As a result of the ceiling modifications from the change in the oculus, the HVAC louvers needed to be reconfigured. This change order represents the cost to reconfigure these linear diffusers.

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

David J. Turiano, P.E.

1C. AUTHORIZE VILLAGE MANAGER TO APPROVE AND PAY CHANGE ORDERS – PRM ELECTRIC (COMMUNITY CENTER)

BE IT RESOLVED that the Board of Trustees hereby approves the following change orders as recommended by the Village Manager for a total contract cost of \$318,899.16:

Change order 1 with an **INCREASE** in the amount of \$1,050 to provide a crane to set a generator on an existing outside pad;

Change order 2 with an **INCREASE** in the amount of \$2,600 to install a transfer switch outside the stairwell in the rear of the Library;

Change order 3 with an **INCREASE** in the amount of \$40,491.36 to rehabilitate the Reading Room (lighting, new smoke heads & programming, material for lighting in main meeting room);

Change order 4 with an **INCREASE** in the amount of \$14,357.80 to install cable television and other media improvements;

NOW THEREFORE BE IT FURTHER RESOLVED, the funds will be drawn from account H1440.201.CCEle for the change orders totaling \$58,499.16 and the Village Manager is hereby authorized and directed to pay PRM Electric the amount so approved.

CHANGE ORDER (FY 15-16) REQUEST FORM PRM Electric (Community Center)

Awarded Contract

Munis Code

Budget Line

260,400.00

H.1440.201.CCEle

Community Center (Electrical)

Change Order	Inc	rease Contract	Description
1	\$	1,050.00	Provide a crane to set a generator on existing outside pad
- 2	\$	2,600.00	A transfer switch will be laid down outside the stairwell in the back of the Library
3	\$	40,491.36	Rehabilitate reading room (lighting, new smoke heads & programming, material for lighting in main meeting room)
4	\$	14,357.80	Installation of Cable TV and other Media Improvements
Subtotal		\$58,499.16	The state of the s

New Amended Contract

Total:

\$

Reason for Change Order Request: See attached.

318,899.16

Daylo RRANO	1/27/16
Signature of Requesting Department Head	Date Signed
17 Jegann	22 Fan
Village Manager Approval	Date Signed
Village Treasurer Approval	1/22/16
village Heasurer Approval	/ Date Signed

If over \$10,000, Board of Trustees Approval Date:

Maria Pascetta

Subject:

FW: Community Center - VM 1415-7E - PRM Electric - Change Order Request

From: Sonja Goldstein-Suss

Sent: Thursday, January 21, 2016 3:07 PM

To: Robin Rizzo; Philip Zegarelli **Cc:** Maria Pascetta; David Turiano

Subject: Community Center - VM 1415-7E - PRM Electric - Change Order Request

Subject: VM 1415-7E Community Center - PRM Electric - Purchase Order #23618 Change Order Requests

Contract Amount: \$260,400.00

Total of Change Orders 1 through 4: \$58,499.16 Net Change by Previous Change Orders: -0-

New Contract Amount: \$318,899.16

Below find a summary of approved change orders (ACO) and potential change orders (PCO) that are in circulation for the above referenced project.

1 - Preiser Rigging & Crane Service to provide a crane to set a generator on existing outside pad at community center.

\$1,050.00 8/10/15

2 – Preiser Rigging & Crane Service to lower one transfer switch (new on site) down outside stairwell in back of Briarcliff Library. The transfer switch will be laid down on edge down the stairs and put into final location.

\$2,600.00 8/10/15

The above to change orders are to provide the rigging to set the generator and transfer switch purchased by the Village under a separate contract.

3 - Modifications to Reading Room.

\$40,491.36 1/11/16

- Lighting package in new reading to match community center
- New smoke heads and programming
- Material only for lighting modifications in main meeting room

This work represents an increase in project scope. As discussed in earlier emails, the reading room, that is the space immediately to the right of and adjacent to the circulation desk was not part of the original scope of work. During the course of construction, it was uncovered that the entire ceiling in this room required replacement and therefore the determination was made to rehabilitate the entire room.

4 - CATV and other Media Improvements including:

\$14,357.80 1/11/16

- installation of power and cat 6 at 2 locations for new display TV's, Cat 6 will have to be run back to WLS server
- installation of one new extra dedicated line for broadcast room
- installation of two (2) new quad outlets in broadcast room
- installation of power, HDMI and cat 6 to new TVs at two locations
- installation of dedicated line and wiring for new hood exhaust
- installation and wiring of two cameras at two locations, cameras need 120-volt power, Belden 1694A
 coax and Visca cable to each location

- installation of projector mount and HDMI cable for projector
- installation of cat 6 cabling for Shure transducers at two locations
- installation of TV mounts on 1st and 2nd floors
- installation of five (5) ceiling speakers and Belden 5200U cabling for speakers
- installation of one 1694A and one 5200 UE cable from Broadcast room to new server room
- installation of five (5) cat 6 wires from New IT room to existing IT room for Wayne and phone system
- change out single pole switch at bottom of stairs to make it a 3-way switch

The above scope of work includes wiring and cabling necessary to implement technology and media that is being installed. Separately, the Village has secured contracts to install broadcasting equipment, digital sign boards, hearing loops, flat screen monitors, and other technology and media improvements that were not included in the base scope of work. The above charges are to perform the wiring for all of these appurtenances.

Please feel free to contact me if you have any questions. David J. Turiano, P.E.

1D. AUTHORIZE VILLAGE MANAGER TO APPROVE AND PAY CHANGE ORDERS – FRANK & LINDY PLUMBING (COMMUNITY CENTER)

BE IT RESOLVED that the Board of Trustees hereby approves the following change orders as recommended by the Village Manager for a total contract cost of \$146,271:

Change order 1 with an **INCREASE** in the amount of \$1,726 to install four sprinkler heads in the Reading Room;

Change order 3 with an **INCREASE** in the amount of \$2,500 to retrofit the gas service to provide proper corrosion protection;

Change order 4 with an **INCREASE** in the amount of \$2,500 to raise domestic water piping in the Reading Room;

NOW THEREFORE BE IT FURTHER RESOLVED, the funds will be drawn from account H1440.201.CCPL for the change orders totaling \$6,726 and the Village Manager is hereby authorized and directed to pay Frank & Lindy Plumbing the amount so approved.

CHANGE ORDER (FY 15-16) REQUEST FORM Frank & Lindy Plumbing (Community Center)

Awarded Contract

Munis Code

Budget Line

139,545.00

H.1440.201.CCPL

Community Center (Plumbing)

Change Order	Incr	ease Contract	Description
1	\$	1,726.00	Install four sprinkler heads in reading room
3	\$	2,500.00	Retrofit the gas service to provide it with proper corrosion protection
4	\$	2,500.00	Raise domestic water piping in reading room
Subtotal		\$6,726.00	The same states piping in reading room

New Amended Contract

Total:

\$

146,271.00

*Note - Change Order #2 was deemed not required.

Reason for Change Order Request: See attached.	
DAVLO RIPLAN	1/20/16
Signature of Requesting Department Head	Date Signed
Affece ?	1/22/16
Village Manager Approval	Date Signed
Tre-Legani	22 Fon
Village Treasurer Approval	Date Signed

If over \$10,000, Board of Trustees Approval Date:

Maria Pascetta

Subject:

FW: VM 1415-7P - Frank & Lindy Plumbing - Change Order Request

From: Sonja Goldstein-Suss

Sent: Thursday, January 21, 2016 3:12 PM

To: Robin Rizzo; Philip Zegarelli

Cc: Maria Pascetta; David Turiano; Sonja Goldstein-Suss

Subject: VM 1415-7P - Frank & Lindy Plumbing - Change Order Request

Subject: VM 1415-7P Community Center – Frank & Lindy Plumbing – Purchase Order #23625 Change Order Requests

Contract Amount: \$139,545.00

Total of Change Orders 1, 3, 4: \$6,726.00 Net Change by Previous Change Orders: -0-

New Contract Amount: \$146,271.00

Below find a summary of approved change orders (ACO) and/or potential change orders (PCO) that are in circulation for the above referenced project.

1 – Four (4) sprinkler heads in reading room

\$1,726.00 1/5/16

This work represents an increase in project scope. As discussed in earlier emails, the reading room, that is the space immediately to the right of and adjacent to the circulation desk was not part of the original scope of work. During the course of construction, it was uncovered that the entire ceiling in this room required replacement and therefore the determination was made to rehabilitate the entire room. This change order represents the cost to expand the fire suppression system into the room.

3 – Con Edison gas requirements

\$2,500.00 (estimated cost) 1/5/16

During the course of the Con Edison design of the new gas service necessary for the planned generator, it was uncovered that the original gas service to the library premises (built as part of library addition approximately 7 years ago) did not meet the latest Con Edison specifications. It was determined that this piping did not have the proper corrosion protection meeting Con Edison's latest standards. This change order represents the cost to retrofit the gas service to provide it with proper corrosion protection.

4 - Raise domestic water piping in reading room

\$2,500.00 1/5/16

Please refer to PCO1 above that describes the scope increase to finish the reading room. Prior to this scope change, the plumber installed water piping to serve the community center in accordance with the approved plans. However, once it was determined that the reading room would be renovated and there was the option to have a raised ceiling, it was necessary to relocate some of this newly installed piping.

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

David J. Turiano, P.E.

David Turiano

rom:

Joseph Pelech <joep@frankandlindy.com>

sent:

Tuesday, January 05, 2016 3:28 PM

To:

pgaitojr@pfga.net

Cc:

David Turiano; 'Dana Macri'

Subject:

Briarcliff Manor Community Center, VM 1415-7-P

Peter/ David,

As per your request earlier today regarding a summary of actual or pending changes associated with this contract, we hereby submit the following for your review.

PCO#01, add 4 sprinkler heads. \$1,726.00

PCO#02, add 9 sprinkler heads. \$7,902.00

Pending cost for ConEd additional requirements to New Gas line to Generator. \$2,500.00+/-Pending cost to raise Domestic Water piping in Reading Room. \$2,500.00+/-

Please call if you have any questions.

Joseph Pelech



Frank & Lindy Plumbing & Heating, LLC 2 John Walsh Blvd. Peekskill, NY 10566

Phone: 914-737-2373 Ext. 304

Fax: 914-737-4531 Cell: 914-490-3024 joep@frankandlindy.com



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Total Control Panel

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To: dturiano@briarcliffmanor.org

Message Score: 5

From: joep@frankandlindy.com

My Spam Blocking Level: High

High (60): Pass Medium (75): Pass

Low (90); Pass

Block this sender

Block frankandlindy.com

This message was delivered because the content filter score did not exceed your filter level.

2. BUDGET TRANSFERS

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

FIRE HOUSE (GENERAL FUND)

From:

A1990.499

Contingency

\$7,000

To:

A3410.201.14-15

Fire House

\$7,000

PERSONNEL (GENERAL FUND)

From:

A7110.103

Personnel Services (PT)

\$20,083.42

To:

A5110.101

Salary

\$16,947.30

A5110.850

FICA/Med

\$1,296.47

A5110.498

MTA

\$57.62

A5110.250

Uniform

\$110

A5110.785

Cafeteria

\$1,672.03

TOTAL

\$20,083.42

BUDGET TRANSFER (FY 15-16) REQUEST FORM

Am	ount from:	Muni Code	Budget Line
\$	7,000.00	A1990.499	Contingency
Aı	mount to:	Muni Code	Budget Line
\$	7,000.00	A3410.201.14-15	Fire Hose

Signature of Requesting Department Head	Date Signed
P. Legarri	20 Fan
Village Manager Approval	Date Signed
Rhaces	1/20/16
/illage Treasurer Approval	Date Signed

BUDGET TRANSFER (FY 15-16) REQUEST FORM

Amo	unt from:	Muni Code	Budget Line	
\$	16,947.30	A7110.103	Personal Services (Part-time)	
\$	1,296.47	A7110.103	Personal Services (Part-time)	
\$	57.62	A7110.103	Personal Services (Part-time)	
\$	110.00	A7110.103	Personal Services (Part-time)	
\$	1,672.03	A7110.103	Personal Services (Part-time)	
	Total: \$20,083.42			
Am	ount to:	Muni Code	Budget Line	
\$	16,947.30	A5110.101	Salary to FYE	
\$	1,296.47	A5110.850	FICA/Med	
\$ 57.62		A5110.498	MTA	
\$ 110.00		A5110.250	Uniform	
\$ 1,672.03		A5110.785	Cafeteria	
	Total: \$20,083.42			

Reason for Transfer Request: DPW part-time services into full-time services

Signature of Requesting Department Head

Date Signed

Village Manager Approval

Date Signed

Village Treasurer Approval

Date Signed

If over \$10,000, Board of Trustees Approval Date:

3. APPOINTMENT OF VILLAGE TREASURER

BE IT RESOLVED that Edward Ritter is hereby appointed to the position of Village Treasurer and Receiver of Taxes, effective February 22, 2016, at an annual salary of \$125,000.

BE IT FURTHER RESOLVED that the term of this appointment shall end on April 3, 2017.

4. DECLARING A MASS CASUALTY DECONTAMINATION UNIT (MDU) ACQUIRED UNDER A FEMA GRANT TO BE USELESS AND UNNEEDED FOR VILLAGE PURPOSES, AND AUTHORIZING CONVEYANCE OF SAME TO THE NEW YORK STATE GUARD

WHEREAS, in or about 2005, the Village acquired a mass casualty decontamination unit (MDU) under a FEMA grant which MDU is comprised of a large trailer with all associated equipment for decontaminating a larger group of people; and

WHEREAS, the MDU which is under the control of the Briarcliff Manor Fire Department (the "Fire Department"), requires a large amount of manpower to operate, constant maintenance and upkeep as well as training and updating; and

WHEREAS, the Fire Department has confirmed that the MDU has been abandoned in place at the Scarborough firehouse and the bulk of the equipment has never been used; and

WHEREAS, the Fire Department was approached by the New York Army National Guard, 88th Regimental Association out of Camp Smith (NYG), which is a specialty unit that regularly trains in haz-mat procedures and decontamination, inquiring whether the Village would be willing to donate the MDU to their control; and

WHEREAS, in connection with such donation, NYG will agree that the MDU along with trained and qualified NYG personnel would be made available to the Village in the event of an emergency that would require its use and operation in the Village; and

WHEREAS, the Briarcliff Manor Village Board of Trustees is amenable to such donation at no charge to NYG.

NOW, THEREFORE, BE IT

RESOLVED, that the Village Board of Trustees hereby declares the MDU and its contents to be surplus in that it is useless and unneeded for Village purposes; and it is further

RESOLVED that NYG is able to utilize the MDU in accordance with the purposes for which it was acquired by the Village; and it is further

RESOLVED, that the Village Board of Trustees hereby authorizes the donation of the MDU to the NYG at no charge subject to NYG's agreement to make the MDU and qualified NYG personnel available to the Village at no charge in the event of an emergency that would require its use and operation in the Village; and if is further

RESOLVED, that the Village Manager be and is hereby authorized to negotiate an agreement with NYG to effectuate the terms of this resolution; and be it further

RESOLVED, this Resolution shall take effect immediately.

Philip E. Zegarelli Village Manager

pzegarelli@briarcliffmanor.org



1111 Pleasantville Road Briarcliff Manor, N.Y. 10510 Telephone: (914) 944-2782 Facsimile: (914) 941-4837

www.briarcliffmanor.org

Memorandum to the M/BOT Village Counsel

8 January 2016

VBM FD Mass Decontamination Equipment/Trailer

By copy and request from the VBM FD, you are being asked to "excess" the subject trailer and equipment to the NYS Guard located at Camp Smith. The attached memo from Chief Reilly outlines the history of this mass casualty decontamination Unit (MDU) through a FEMA grant all post 9/11. In the fullness of time, the unit were positioned around the state and we were one of the locations. Basically due to the manpower demands that this would require and the staleness of its equipment and operational capabilities, we were asked by the NYS Guard for consideration of a "gift or sale" to them. The would take the trailer (now languishing in the Scarborough Fire House parking lot) to Camp Smith where it would be updated and used for drills. As part of any agreement, the NYS Guard agreed that they would make it available and man it if the VBM had an emergency need for a piece of operational equipment.

Because this MDU was gained through a grant and there was minor costs to the village, I suggest that we identify this as "excess" to our operation and designate the "transfer" as a "sale" at a nominal \$10 consideration point. I believe the real savings may rest in our ability to cut down our insurance coverage at the least and eliminate our need to update the equipment and supplies going forward. The ability for the VBM to call upon the NYS Guard for its use in a catastrophic contamination event is a positive motive on its own accord.

Briarcliff Manor Fire Department

1111 Pleasantville Road Briarcliff Manor, NY 10510

Office of the Chief



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

Emergency

911

Chief's Office

(914) 941-0879

Fax

(914) 944-2758

E-mail: fdchief@briarcliffmanor.org

11/30/2015

To: Phil Zegarelli, Village Manager

From: Dennis Reilly, Fire Chief

Re: Mass Decontamination Equipment and trailer

About 10 years ago, under the direction of then Chief William Ventura, The BMFD acquired a mass casualty decontamination unit (MDU) under a FEMA grant. This unit includes a large trailer with all the associated equipment for decontaminating a large (>500) group of people. At the time we acquired the unit, it was post 9/11 and there was a concern about people coming off the train needing decontamination. Several of these units were positioned in the Westchester area in preparation for this. Unfortunately after we received our unit we realized that we were in over our heads. The unit requires a large amount of manpower to operate (>25 personnel) and constant training and updating. It got to the point that the entire unit was abandoned in place at the Scarborough firehouse and the bulk of the equipment never even got unboxed.

Fast forward to recent times, we have been approached by the New York State Guard (NYG), 88th Regimental Association, out of Camp Smith. This is a specialty unit that regularly trains in haz-mat procedures and decontamination. They were aware of our unit and that it was not in use. They have inquired as to if we would be willing to transfer the MDU in its entirety to their control.

I see no problem with the FD relinquishing this piece of equipment. It has become an eyesore, requires too much training, and constant maintenance and upkeep to stay operational. The unit was obtained 10 years ago on a FEMA grant at little to no cost to the village. The NYG has also stated that the MDU along with the trained and qualified members of the NYG would be available to the Village in the event of an emergency that would require its use.

I am hereby respectfully requesting permission to transfer the MDU to the NYG at no cost to them. Attached is a complete inventory of the MDU items to be transferred. Please advise what steps need to be taken to accomplish this in a timely fashion.

Draft 1/26/16

Briarcliff/General – Authorization for Conveyance of Mass Casualty Decontamination Unit to the New York Guard

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AGREEMENT

THIS AGREEMENT made as of this day _____ of February, 2016, by and between the Village of Briarcliff Manor, having its offices at 1111 Briarcliff Manor Road, Briarcliff Manor, New York 10510 (the "Village"), and the New York Guard, 88th Brigade, acting through and under the New York State Division of Homeland Security & Emergency Services, with an address at Camp Smith Building 503, Cortlandt, New York (the "Guard").

WHEREAS, the Village is in possession of a mass casualty decontamination unit which is comprised of a large trailer with all associated equipment for decontaminating a larger group of people (the "MDU"); and

WHEREAS, pursuant to resolution adopted by the Village Board of Trustees, the MDU has been deemed to be surplus in that it is useless and unneeded for Village purposes; and

WHEREAS, the Guard is able to utilize the MDU in accordance with the purposes for which it was acquired by the Village and wishes to obtain it from the Village; and

WHEREAS, the Village is agreeable to donating the MDU to the Guard in accordance with this Agreement.

NOW THEREFORE, IT IS AGREED that the Village and the Guard agree as follows:

1. The Village hereby donates the MDU free of charge to the Guard subject to the following terms and conditions:

- a. The Guard shall arrange to remove the MDU from its current location and the Guard's sole cost and expense, and transfer to the Guard's facilities.
- b. The Guard shall maintain, operate, and train their personnel on the operation of the MDU at the Guard's sole cost and expense.
- c. In the event of an emergency in the Village that would require use of the MDU, the Guard shall transport the MDU to the Village in coordination with the Village Manager's Office, the Village Police Department and/or the Village Fire Department, together with such Guard personnel who shall be trained to operate the MDU, all at the sole cost and expense of the Guard.
- d. In the event the Guard determines at any time to dispose, sell or otherwise transfer the MDU to another entity, the Guard shall first offer the MDU to the Village at no cost, whereupon the Village shall have the option to accept a return of the MDU or waive such option.
- e. Upon the acceptance of the MDU, the Village shall have no further obligations with regard to the MDU and the Guard shall indemnify and hold the Village harmless as against any claims arising from the use of the MDU.
- 2. Each of the signatories to this Agreement warrants and represents that each has the power and authority to enter into this Agreement and that their respective legislative or official bodies have authorized execution of this Agreement.
- 3. This Agreement may be executed in separate counterparts, each of which, when all counterparts have been delivered, shall constitute a complete original as to its signatories.

Draft 1/26/16

Briarcliff/General – Authorization for Conveyance of Mass Casualty Decontamination Unit to the New York Guard

Page 3

- 4. Any waiver of any provision of this Agreement or any right hereunder shall not be deemed a continuing waiver and shall not prevent or stop such party from thereafter enforcing such provision or right. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement by the other shall not be construed as a waiver or relinquishment for the future of any such terms or provisions, but the same shall continue in full force and effect.
- 5. This Agreement contains the entire agreement between the parties as to its subject matter and it can be modified or changed only by writing executed on behalf of all of the parties hereto.
- 6. This Agreement shall be construed in accordance with and governed by the laws of the State of New York

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this _____ day of ______, 2016.

Village of Briarcliff Manor
By:Philip Zegarelli, Village Manager
Timp Zegarem, Vinage Manager
The New York Guard
Rv

5. AUTHORIZE VILLAGE MANAGER TO ENTER INTO A COOPERATIVE PURCHASE AGREEMENT WITH THE TOWN OF MOUNT PLEASANT

BE IT RESOLVED, that the Board of Trustees does hereby authorize the Village Manager to enter into a Cooperative Purchasing Agreement for FY 2016-2017 with the Town of Mount Pleasant for the purpose of purchasing highway construction materials.

INTERMUNICIPAL AGREEMENT

Cooperative Highway Construction Materials Bidding

THIS AGREEMENT made as of this day _____ of _____, 2016, by and between the Village of Briarcliff Manor, having its offices at.1111 Briarcliff Manor Road, Briarcliff Manor, New York 10510 ("Briarcliff Manor"), and the Town of Mount Pleasant, 596 Columbus Avenue, Thornwood, New York 10594 ("Mt. Pleasant") both of which are municipal corporations of the State of New York and collectively referred to herein as the "Municipalities".

WHEREAS, the Municipalities are each in need of construction materials in connection with certain work to be performed on their respective roadways; and

WHEREAS, the Municipalities wish to cooperate in the issuance of a joint Bid for Highway Construction Materials; and

WHEREAS, such cooperation is consistent with and in furtherance of the Property Tax Freeze Credit Law established by the New York State Division of Budget in 2014, which encourages local governments to generate long-term tax relief for New York State taxpayers by, in part, sharing services; and

WHEREAS, it is in the best interest of the Municipalities to enter into an intermunicipal cooperative agreement in regard to the sharing of any expenses related to the preparation and issuance of such Bid; and

WHEREAS, Article 5-G of the General Municipal Law allows local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental

organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

NOW THEREFORE, IT IS AGREED that the Municipalities agree as follows:

- 1. Briarcliff Manor and Mt. Pleasant each hereby authorizes its staff to participate in the preparation and issuance of a bid for highway construction materials for their collective highway construction and repair needs (the "Bid"); and
- 2. Upon issuance of the Bid, each Municipality's staff shall review all responses received and after due diligence, jointly recommend to their respective Municipal Boards, the lowest responsible bidder to be retained by both Municipalities.
- 3. Each Municipality shall determine in advance their respective needs in terms of highway construction materials, and pay its proportionate share of the costs of the issuance of the bid, and the contract to be awarded based upon the Bid.
- 4. Each of the signatories to this Agreement warrants and represents that each has the power and authority to enter into this Agreement and that their respective Municipal Boards have authorized execution of this Agreement. This Agreement may be executed in separate counterparts, each of which, when all counterparts have been delivered, shall constitute a complete original as to its signatories.
- 5. Any waiver of any provision of this Agreement or any right hereunder shall not be deemed a continuing waiver and shall not prevent or stop such party from thereafter enforcing such provision or right. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement by the other shall not be construed as a waiver or relinquishment for the

future of any such terms or provisions, but the same shall continue in full force and effect.

- 6. This Agreement contains the entire agreement between the parties as to its subject matter and it can be modified or changed only by writing executed on behalf of all of the parties hereto.
- 7. This Agreement shall be construed in accordance with and governed by the laws of the State of New York

	IN WITNESS WHEREOF, the p	arties have hereunto set their hands and seals as
of this	s, 2016.	
		Village of Briarcliff Manor
		By:Philip Zegarelli, Village Manager
		Town of Mount Pleasant
		By: Carl Fulgenzi, Supervisor

6. ADOPTION OF 2015 WESTCHESTER COUNTY, NY HAZARD MITIGATION PLAN UPDATE

WHEREAS, all jurisdictions within Westchester County have exposure to natural hazards that increase the risk to life, property, environment, and the County and local economy; and

WHEREAS; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre and post disaster hazard mitigation programs; and

WHEREAS; a coalition of Westchester County municipalities with like planning objectives has been formed to pool resources and create consistent mitigation strategies within Westchester County; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

NOW, THEREFORE, BE IT RESOLVED that the Village of Briarcliff Manor

- 1) Adopts in its entirety, the 2015 Westchester County Hazard Mitigation Plan (the "Plan") as the jurisdiction's Natural Hazard Mitigation Plan, and resolves to execute the actions identified in the Plan that pertain to this jurisdiction.
- 2) Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.
- 3) Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
- 4) Will continue its support of the Mitigation Planning Committee as described within the Plan.
- 5) Will help to promote and support the mitigation successes of all participants in this Plan.
- 6) Will incorporate mitigation planning as an integral component of government and partner operations.
- 7) Will provide an update of the Plan in conjunction with the County no less than every five years.

7. ELECTION INSPECTORS FOR VILLAGE ELECTION MARCH 15, 2016

BE IT RESOLVED that, Susan Cabral, Susan Zetkov-Lubin, Mary Moller and Celianne Silverstein are hereby appointed Inspectors of Election for the March 15, 2016 Village Election.

BE IT FURTHER RESOLVED that Susan Cabral is hereby designated as Inspector of Election and Chairperson.

BE IT FURTHER RESOLVED that Audrey June May, Warren Gregory, Mary McCue, Karen Ball and Jamil Lone are hereby appointed as Alternate Inspectors of Election.

BE IT FURTHER RESOLVED that the compensation for each Inspector of Election other than the Inspector designated as Chairperson is hereby fixed at Two Hundred and Twenty Five (\$225) dollars per day or prorated to \$14 per hour worked if necessary.

BE IT FURTHER RESOLVED that the compensation for the Inspector of Election that is designated as Chairperson shall be Two Hundred Seventy-Five (\$275) dollars per day.

8. CONFIRM VILLAGE MANAGER'S EXECUTION OF AN AGREEMENT WITH SEAGRAVE FIRE APPARATUS, LLC

BE IT RESOLVED that the Board of Trustees of the Village of Briarcliff Manor does hereby confirm the Village Manager's execution of an Agreement with Seagrave Fire Apparatus, LLC of Clintonville, WI to purchase one (1) Seagrave model TB70CS Marauder II Pumper in the amount of \$724,419.

BE IT FURTHER RESOLVED that the funds were previously approved authorized on July 15, 2015 and will be charged to ______.



Prepared for: Briarcliff Manor, NY Pumper Proposal

CONTRACT

THIS AGREEMENT; made by and between Seagrave Fire Apparatus, LLC of Clintonville, Wisconsin, hereinafter referred to as the "seller", and Village of Briarcliff Manor, NY, by its authorized representative, hereinafter referred to as the "purchaser",

- 1. The seller hereby agrees to furnish One (1) of Seagrave model TB70CS Marauder II Pumper hereinafter referred to as "the apparatus and equipment", according to the mutually agreed specifications and change order documents hereto attached and made a part of this contract, and to deliver the same as hereinafter provided.
- 2. The seller guarantees that all material and workmanship in and about the apparatus and equipment shall comply with the mutually agreed specifications and change orders. In the event there is any conflict between the City Bid Specifications and the Seagrave Bid Proposal, the mutually agreed specifications and change orders will prevail. The standard Seagrave Warranty will apply as provided for in the mutually agreed specifications and change orders. Minor details of materials and construction, not otherwise specified, shall be left to the decision of the seller who shall be solely responsible for the design, engineering and construction of all features of the apparatus. Any changes to the contract or purchase order must be approved in advance through the issuance of a written change order by the seller. The seller will not assume responsibility for performing any change requested but not approved by the purchaser within five (5) days of the change order submission for approval.
- 3. The apparatus and equipment shall be ready for delivery from Clintonville, Wisconsin, within 280 calendar days after the receipt of the mutually agreed specifications and change order documents and Approval Drawing signed by the authorized representative of the purchaser. The mutually agreed specifications and change order documents and Approval Drawing shall be delivered to the purchaser for their signature in not more than 31 days from contract receipt at Seagrave or not more than five days from Pre-construction Meeting, if so provided. Delays due to change orders, strikes, failures to obtain materials, or other causes beyond Seagrave's control will be just cause for delay in delivery.

 The completed apparatus shall be delivered to the purchaser at:

Briarcliff Manor Fire Department 111 Pleasantville Rd Briarcliff Manor, NY 10510

- 4. A competent representative shall, upon request, be furnished by the seller to demonstrate said apparatus for the purchaser and to give its employees the necessary instructions in the operation and handling of said apparatus.
- 5. The purchaser purchases and agrees to pay for said apparatus and equipment, the sum of <u>Seven Hundred Twenty-Four Thousand Four Hundred Nineteen Dollars (\$724,419.00)</u>, state, federal, FET, or local taxes not included. Terms are net, payment in full upon delivery and acceptance.





Prepared for: Briarcliff Manor, NY Pumper Proposal

All payments shall be made payable to Seagrave Fire Apparatus, LLC and shall be mailed directly to:

Seagrave Fire Apparatus, LLC 7285 Solutions Center Chicago, IL 60677-7002

The apparatus must be paid in full prior to being placed in fire service.

If more than one piece of apparatus is covered by this Contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

- 6. In the case that no final inspection is made by the purchaser at the factory prior to shipment and the purchaser desires to test the apparatus upon receipt, such test shall be made within three (3) days after arrival at the delivery destination specified above. A written report of such test shall be delivered forthwith to the seller at its principal office at Clintonville, Wisconsin. If no such test be made, or if no such report be made by the purchaser within three (3) days after arrival, then the apparatus and equipment shall be considered as fully complying with the contract specifications.
- 7. It is agreed that the apparatus and equipment covered by this contract shall remain the property of the seller until the entire contract price and any subsequent change orders have been paid in full, but if more than one piece of apparatus is covered by this contract, then each piece shall remain the property of the seller until the contract price and any subsequent change orders for such piece have been paid in full. In case of any default in payment the seller may take full possession of the apparatus and equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as rent in full for the use of the apparatus and equipment up to date of taking possession.
- 8. In the event that any applicable Federal or State regulation shall be enacted during the course of this contract which requires a change in the contract specifications in order for the apparatus and equipment to comply with such regulation, the parties will execute a change order describing the change in the specifications and increasing the purchase price by an amount equal to the increase in the costs of producing the apparatus and equipment. Said costs will not be less than the seller's list price for such item(s).
- 9. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to principles of conflict of laws. Each party hereby consents to the exclusive personal jurisdiction of the federal courts located in the state courts sitting in Waupaca County, Wisconsin or the U.S. Federal Court for the Eastern District of Wisconsin.
- 10. Except for damages, claims or losses due to Seagrave's acts or gross negligence, User, to the extent permitted by law, will indemnify and hold Seagrave and Seagrave's property, free and harmless from any liability for losses, claims, injury to or death of any person, including User, or for damage to property arising from User using and possessing the Apparatus or from the acts or



Prepared for: Briarcliff Manor, NY Pumper Proposal

omissions of any person or persons, including User, using or possessing the Apparatus with User's express or implied consent. The provisions hereof shall survive expiration or termination of this Agreement.

11. Risk of loss shall pass to the purchaser upon delivery and taking possession of the apparatus.

To be binding the contract must be signed and approved by an Officer of Seagrave Fire Apparatus, LLC or someone authorized by an Officer to do so. This contract and mutually agreed specifications and change order documents take precedence over all previous negotiations, and no representations are considered as entering into this contract except as are contained herein or in the mutually agreed specifications and change order documents attached hereto.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the purchaser has caused its corporate seal to be hereunto affixed, and attested by its authorized representatives, on this 30 + day of 2015.

VILLAGE OF BRIARCLIFF MANNOR, NY ("purchaser") By Title Philip F Zegarelli
Title Philip E. Zegarelli Village Manager
Ву
TitlePurchaser
SEAGRAVE FIRE APPARATUS, LLC ("seller")
By A. J. Neiner
Title: Chairman and CEO Seller
Date of Acceptance:

Village Board of Trustees Regular Meeting January 12, 2016 6:30 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 12th of January, 2016 commencing at 6:30 p.m.

Present

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

Also Present

Philip Zegarelli, Village Manager Christine Dennett, Village Clerk Dan Pozin, Village Counsel

Board of Trustees Announcements by Deputy Mayor Pohar

- There will be a community Narcan (Opioid Overdose) Training at the Mount Pleasant Public Library on January 20th
- Storytime and other programs have started up again at the Library.
- An exhibit featuring local maps will be displayed throughout January.
- Thank you to the Fire Department and Ambulance Corp for all their hard work responding to calls.
- The Ice Rink is located behind the Youth Center. Check the Recreation site for updates.
- Platform Tennis Permits are on sale.
- The Recreation Winter Brochure is available online.

<u>Village Managers Report by Village Manager Zegarelli</u>

Village Manager Zegarelli gave a presentation on the 6 month budget for Fiscal Year 2015-2016.

- The Community Center Project has made a lot of progress.
- The concrete floor for the hydro pneumatic pump station was poured.
- The Village Election will be held on March 15th from 6am-9pm.
- Parking Permits for 2016 are now on sale.
- No overnight parking on any Village street or parking lot from December 1st through March 31st.
- The Fiscal Year 2016-2017 tentative budget is due in March.

Public Comments

There were no public comments.

Budget Transfer

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

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

BUILDING IMPROVEMENTS (GENERAL FUND)

From: A1990.499 Contingency \$12,835.87

To: A3410.439 Building Improvements \$12,835.87

Election Resolution 2016

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

BE IT RESOLVED that the annual Village Election will be held in the Village of Briarcliff Manor at the Youth Center (5 Van Lu Van Road) in said Village on Tuesday, March 15, 2016 between the hours of 6:00am and 9:00pm during which the polls will be open.

BE IT FURTHER RESOLVED that the polling places for the Village of Briarcliff Manor, will be designated as follows, the Village's Single Election District (Town Voting districts #15, #16, #17, #19, #26, #27 and #29) will vote in the Briarcliff Manor Youth Center located at 5 Van Lu Van Road.

Minutes

Upon motion by Deputy Mayor Pohar, seconded by Trustee Zirman, the Board voted unanimously to approve the minutes of December 16, 2015.

Adjournment

Upon motion by Trustee Wilson, seconded by Trustee Zirman, the Board voted unanimously to schedule the next regular meeting on January 19, 2016 at 7:00pm.

Upon motion by Deputy Mayor Pohar, seconded by Trustee Wilson, the Board voted unanimously to adjourn the regular meeting at 7:15pm.

Respectfully Submitted By, Christine Dennett Village Clerk