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AGENDA
JANUARY 4, 2017
BOARD OF TRUSTEES
VILLAGE OF BRIARCLIFF MANOR, NEW YORK
REGULAR MEETING – 8:00PM

Board of Trustees Announcements

Village Managers Report

Public Comments

1. Authorize Village Manager to Execute a Lease Agreement for 200 Scarborough Station Road with the United States Postal Service
2. Confirming Establishment of and Appointment of Members to a Village Comprehensive Plan B Zone Addendum Advisory Committee
3. Adoption of Amended Fire Department Service Award Program Documents
4. Appoint Lieutenant Bueti to Permanent Status Subject to Probation

**THE NEXT REGULAR BOARD OF TRUSTEES MEETING WILL BE
JANUARY 18, 2017 AT 8:00PM**


VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JANARY 4, 2017

1. AUTHORIZE VILLAGE MANAGER TO EXECUTE A LEASE AGREEMENT FOR 200 SCARBOROUGH STATION ROAD WITH THE UNITED STATES POSTAL SERVICE

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute on behalf of the Village a lease agreement with United States Postal Service for the lease of Village Owned Property located at 200 Scarborough Station Road for the annual rental of \$30,000 payable in equal monthly installments effective December 1, 2017 through November 30, 2022.



MEMO

To: Philip Zegarelli, Village Manager
CC: Christine Dennett
From: Edward Ritter 
Date: December 16, 2016
Re: Lease Renewal for Scarborough Station Post Office

Attached is a renewal lease between The Postal service at the Scarborough Train Station and the Village of Briarcliff Manor (landlord). This is a five (5) year agreement commencing December 1, 2017, which contains a thirty-nine and a half percent (39.5%) increase from the current lease.

Areas of concern outlined by the Board as well as Village counsels have been address and either changed or removed from the lease agreement. Dan Pozin has reviewed each proposal/counter proposal and agrees to submitting this latest (attached) proposal for your review and approval.

The Postal Service used a broker – CB Richard Ellis, Inc. (CBRE) to negotiate this lease. CBRE receives a percentage of the total initial lease, which amounts to six-thousand dollars (\$6,000) payable by the landlord. This amount is easily absorbed by the first year increase leaving all future years to be increased income to the Village of Briarcliff Manor. Below are certain areas of note in the lease agreement:

- The landlord must paint the interior, no later than six (6) months after the start of the lease. This would be between December 1, 2017 and May 31, 2018.
 - a. Only one coat is required. Tenant must pay for any additional coats
 - b. The interior must be repainted every five (5) years
- Utilities, Services & equipment Rider
 - a. Landlord is not responsible for any air-conditioning
 - b. Landlord can charge for trash removal
 - c. Landlord can charge for snow and ice removal from sidewalks, parking and maneuvering areas and any other are that provides access to the Post Office
 - d. Landlord is responsible for removal of snow and ice from the roof
- No renewal option included.

I would recommend this lease by executed by the Village of Briarcliff Manor.

From: Daniel Pozin [mailto:dpozin@MccarthyFingar.com]
Sent: Friday, December 16, 2016 10:21 AM
To: Ed Ritter
Subject: Scarborough Post Office Lease

Hi Ed,

I've reviewed this latest draft lease from the Postal Service. Indeed, they have deleted the renewal and termination provisions rather than providing the Village with reciprocal rights. I suppose this is better than the one-sided provisions in the prior drafts. As long as the BOT understands they're locked in for the 5 year term I assume they should be prepared to proceed. I note too that the address has been changed to 200 Scarborough Station Road per our prior comments. Presumably this is now correct.

You may submit this to the BOT for their approval. I believe they are meeting next week.

Best,
Dan



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Lease

BRIARCLIFF MANOR - SCARBOROUGH FIN STA (350930-003)
200 SCARBOROUGH STA RD, BRIARCLIFF MANOR, NY 10510-2044

Facility Name/Location

BRIARCLIFF MANOR - SCARBOROUGH FIN STA (350930-003)
200 SCARBOROUGH STA RD, BRIARCLIFF MANOR, NY 10510-2044

County: WESTCHESTER
Lease: Q90000465975

This Lease made and entered into by and between VILLAGE OF BRIARCLIFF MANOR hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' attached hereto and made a part hereof.

Upon which is a one story, wood frame building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQ. FEET
Net Total USPS Leased SF	1,057
Exterior Parking, USPS	704

Total Site Area: 1,761.00

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:

FIXED TERM: The term becomes effective December 01, 2017 with an expiration date of November 30, 2022, for a total of 5 Years.

3. RENTAL: The Postal Service will pay the Landlord an annual rental of: \$30,000.00 (Thirty Thousand and 00/100 Dollars) payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

Rent checks shall be payable to:

VILLAGE OF BRIARCLIFF MANOR
1111 PLEASANTVILLE RD.
BRIARCLIFF MANOR, NY 10510-1626

4. **RENEWAL OPTIONS: None**

5. **OTHER PROVISIONS:** The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

Utilities Services & Equipment Rider, Maintenance Rider - Landlord Responsibility, Maintenance Rider UST - Landlord Responsibility.

6. **TERMINATION:**

None, except as specified elsewhere in this Lease.

7. **LEGAL DESCRIPTION:**

The premises are located on the west side of Scarborough Station Road, Hamlet of Scarborough, Village of Briarcliff Manor, Town of Ossining, County of Westchester, State of New York Post Office 10510-2044 better known as the Briarcliff Manor-Scarborough Finance Station

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: Village of Briarcliff Manor

Name & Title:

Name & Title:

Name & Title:

Name & Title:

Landlord's Address: 1111 PLEASANTVILLE RD.
BRIARCLIFF MANOR, NY 10510-1626

Landlord's Telephone Number(s): _____

E-mail Address: _____

Federal Tax Identification No.: XX-XXX7285

Witness

Witness

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Esther M Tinort
Contracting Officer

Signature of Contracting Officer

FACILITIES REAL ESTATE 7029 ALBERT PICK ROAD, GREENSBORO, NC 27498-1103
Address of Contracting Officer

1. CHOICE OF LAW

This Lease shall be governed by federal law.

2. RECORDING

Not Required

3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement; and
2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer; and in the case of new leased space projects, the lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

6. SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

7. RESTORATION AND ALTERATIONS

a. Upon written notification by Landlord within 30 days of the expiration or termination of this Lease, the Postal Service shall restore the premises to a "broom clean" and usable condition, excepting the following: reasonable and ordinary wear and tear; and damages by the elements or by circumstances over which the Postal Service has no control. If Landlord provides the above notice, the Postal Service and Landlord shall negotiate and reach agreement on necessary items of restoration and the reasonable cost for restoration; the Postal Service shall pay Landlord this agreed-upon amount and shall have no further restoration duties under this Lease.

b. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

8. CLAIMS AND DISPUTES

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").
- b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

- e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.
- f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.
- g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.
- h. The Postal Service will pay interest on the amount found due and unpaid from:
 1. the date the contracting officer receives the claim (properly certified if required); or
 2. the date payment otherwise would be due, if that date is later, until the date of payment.
- i. Simple interest on claims will be paid at a rate determined in accordance with the Act.
- j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose, to the best of its knowledge, any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines; prior to accomplishing this task, Landlord must seek written approval by the USPS Contracting Officer of the contractor and scope of work, such approval not to be unreasonably withheld. If ACBM is subsequently found in the building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

- a. that the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;
- b. that there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and
- c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

10. FACILITIES NONDISCRIMINATION

- a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.
- b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at www.usps.com/publications.

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 9-3, *Davis-Bacon Act* (March 2006)¹

Clause 9-7, *Equal Opportunity* (March 2006)²

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)³

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)⁴

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.

1. The Landlord shall, except as otherwise specified herein and except for damage resulting from the act or negligence of Postal Service agents or employees, maintain the demised premises, including the building and any and all equipment, fixtures, systems, and appurtenances, whether severable or non-severable, furnished by the Landlord under this Lease, in good repair and tenantable condition, during the continuance of the Lease. Landlord's duties include repair and replacement as necessary.

Notwithstanding the above, the Postal Service will be responsible for regular cleaning of gutters and downspouts connected to the outer edge (i.e., the eaves area) of the roof; Landlord will be responsible for regular cleaning of any other gutters, downspouts, troughs, scuppers, roof drains, etc.

For the purpose of so maintaining said premises and property, the Landlord may, at reasonable times, and upon reasonable notice to the facility manager, enter and inspect the same and make any necessary repairs thereto.

2. Landlord is responsible for inspection, prevention and eradication of termites and any other wood-eating insects and for repairs of any damage resulting therefrom during the continuance of the Lease.
3. Landlord shall paint all interior and exterior previously painted surfaces as follows: no later than six (6) months following the start of the lease, and at least once every five (5) years during the continuance of the lease unless required more often because of damage from fire or other casualty, or unless the time period is specifically modified in writing by the Contracting Officer. Landlord is required to apply only one coat of paint. USPS will be responsible for cost of additional coats of paint, including application costs. USPS will be responsible for moving furniture and equipment away from walls as required.
4. Any heating system furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider; such system must be capable of providing a uniform temperature of at least 65 degrees Fahrenheit (65°F.) in all enclosed portions of the demised premises (excluding the rear vestibule) at all times. Regardless of whether Landlord is required by the Lease to provide fuel for a heating system, any investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Landlord, unless the release is caused by the act or negligence of the Postal Service or its agents. The Postal Service shall be responsible for regular replacement of filters.

Boilers (heating and hot water supply) and unfired pressure vessels provided by the Landlord as part of the leased premises shall be maintained and, if necessary, replaced by the Landlord in accordance with ASME Boiler and Pressure Vessel Code, Sections IV, VI, and VIII; National Fire Prevention Association (NFPA)-70, National Electric Code; and/or ASME Safety Code No. CSD-1, Controls and Safety Devices for Automatically Fired Boilers; ASME A18.1, Safety Standard for Platform Lifts and Chairlifts; NFPA-54, National Fuel Gas Code; and NFPA-31, Oil Burning Equipment Code, as applicable, or as required by local ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers (ASME) Boiler and Vessel Code, must be provided by the Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

5. Any elevators, escalators and dumbwaiters provided by the Landlord as part of the leased premises shall be maintained, and, if necessary, replaced by the Landlord during the continuance of the Lease in accordance with ASME A17.1, Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks; ASME A17.2, Elevator Inspectors Manual; ASME A17.3 Safety Code for Existing Elevators and Escalators; ASME A17.4, Emergency Evacuation Procedures for Elevators; and ASME A17.5, Elevator and Escalator Electrical Equipment. Landlord must ensure that current safety certificates for elevators, dumbwaiters and escalators are issued by an organization authorized to inspect in accordance with the ANSI/ASME Code for Elevators, Dumbwaiters and Escalators or appropriate federal, state or municipal authority. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

6. Any air-conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider; air-conditioning must be capable of providing a uniform temperature of no greater than 78 degrees Fahrenheit (78°F.) in all enclosed portions of the demised premises at all times. Landlord shall be responsible for servicing of the air-conditioning equipment during the continuance of the Lease, including, refrigerant as required for proper operation of the equipment. The Postal Service shall be responsible for regular replacement of filters.
7. Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider.
8. Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment (ESS), Closed Circuit Television (CCTV), Very Small Aperture Terminal (VSAT), Criminal Investigation System (CIS), Intrusion Detection System (IDS), etc., installed by the Landlord shall be maintained, and if necessary, replaced by the Landlord during the continuance of the Lease. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service (POS) equipment.
9. Whether public or private water or sewer systems are provided, said systems are to be maintained and replaced by the Landlord during the continuance of the Lease, including any inspections that may be required.
10. If the demised premises or any portion thereof are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or are otherwise determined by the Postal Service to be unfit for use and occupancy, or whenever there is a need for maintenance, repair, or replacement which is the Landlord's obligation under this Maintenance Rider, the Postal Service will require the Landlord to rebuild or repair the premises as necessary to restore them to tenantable condition to the satisfaction of the Postal Service. The Postal Service will, except in emergencies, provide the Landlord with written notice stating a reasonable time period for completion of all necessary repairs. (A copy of any such notice shall be sent to the Landlord's mortgagee and any assignee of monies due or to become due under this Lease whose names and addresses have been furnished to the Postal Service by the Landlord. Failure to give such written notice to the Landlord or to the mortgagee or assignee shall not affect the Postal Service's rights to recover expended costs under this provision, provided that the costs expended by the Postal Service are reasonable in amount.) The Postal Service, acting through the Contracting Officer, may proportionately abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenable, or unfit for use and occupancy, by reason of such condition.

If the Landlord (or the mortgagee or assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the notice (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, the Postal Service shall have the right to perform the work (by contract or otherwise), and withhold the cost plus any administrative cost and/or interest, from rental payments due or to become due under this Lease. Alternatively, the Contracting Officer may, if the demised premises are determined to be untenable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.

11. The Landlord must:
 - a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA); and

- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with a; and
- c. take all other proper precautions to protect the health and safety of:
 - (1) any laborer or mechanic employed by the Landlord in performance of this agreement; and
 - (2) Postal Service employees; and
 - (3) the public.

The Landlord must include this clause in all subcontracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any subcontract must be deemed to refer to the subcontractor.

Maintenance Rider Underground Storage Tanks Landlord Responsibility

Facility Name/Location

BRIARCLIFF MANOR - SCARBOROUGH FIN STA (350930-003)
200 SCARBOROUGH STA RD, BRIARCLIFF MANOR, NY 10510-2044

County: WESTCHESTER

Lease: Q90000465975

a. The term "Underground Storage Tank" (UST) as used in this lease rider, is defined as a tank system, including ancillary equipment (pipings and flanges, valves, pumps) connected to it, with ten percent or more of the USTs volume below ground. USTs include underground heating oil tanks (where regulated by law) and all USTs associated with fleet vehicle operations.

b. The landlord is responsible for:

(1) UST system maintenance, initial tank registration, applicable fees, reporting, tank and pipeline tightness testing, testing for soil and groundwater contamination, removal, replacement, upgrades, and closure. If the Postal Service requests tests additional to those required by federal, state, and/or local law, these tests will be completed, by the lessor, at Postal Service expense.

(2) Repairs or replacement resulting from any cause including, but not limited to, acts of God or a public enemy, or fires or other casualty, except where such damage or casualty was caused by the negligence of employees or agents of the Postal Service.

(3) Any UST upgrades resulting from changes in federal, state, and/or local law, whichever is more stringent, except where additional upgrades are required by the Postal Service which exceed those required by the applicable federal, state, and/or local law. Such additional upgrades, as required by the Postal Service, will be at Postal Service expense.

(4) Any investigative or remediation cost associated with a release of fuel from the UST system, unless the release was caused by the act or negligence of the Postal Service.

(5) Expenses incurred by the Postal Service which were made necessary due to the failure of any element for which the landlord is responsible.

(6) Providing the Postal Service with copies of all UST system documents (including, but not limited to, test results and permits) within thirty (30) days of landlord's receipt thereof.

c. The Postal Service shall be responsible for UST system daily operations, including product input/output monitoring.

d. If requested by the landlord, the Postal Service will provide the landlord with necessary documents (emergency action plan, etc.) which may be required by federal, state and/or local law for tank registration.

e. When the Postal Service becomes aware of the need for effecting repairs, maintenance, upgrades, replacement, removal, closure, and/or clean-up activities for which the landlord is responsible, the Postal Service will, except in emergencies, give the Landlord a written notice thereof, specifying a time for completion of the work which is reasonable and commensurate with the nature of the work required. A copy of any such notice shall be sent to the Landlord's mortgagee and any assignee of monies due or to become due under this Lease whose names and addresses have been furnished to the Postal Service by the Landlord. Failure to give such written notice to the Landlord or to the mortgagee or assignee shall not affect Postal Service's rights to recover expended costs under this provision, provided that the costs expended by Postal Service are reasonable in amount.

If the Landlord (or the mortgagee or the assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the notice (or any extension thereof as may be granted at the sole discretion of the Postal Service) or fails to complete the work within said time, the Postal Service shall have the right to perform the work (by contract or otherwise) and withhold the cost plus any administrative cost and/or interest from rental payments due or to become due under this Lease. In addition, the Postal Service, acting through the Contracting Officer, may proportionally abate the rent for any period the premises, or any part thereof, are

determined by the Postal Service to have been rendered untenable by reason of such condition. Alternatively, the Contracting Officer may, if the demised premises are determined to be unfit for occupancy, with reasonable discretion, cancel this Lease, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to Postal Service under applicable law.

Facility Name/Location

BRIARCLIFF MANOR - SCARBOROUGH FIN STA (350930-003)
200 SCARBOROUGH STA RD, BRIARCLIFF MANOR, NY 10510-2044

County: WESTCHESTER

Lease: Q90000465975

1. HEAT

Landlord must furnish heating system in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. Any investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Landlord, unless the release is caused by the act or negligence of the Postal Service. The Postal Service pays all recurring fuel charges, provided such charges are separately metered for postal consumption.

2. AIR CONDITIONING

Landlord is not responsible for furnishing air conditioning equipment under this Lease.

3. ELECTRICITY

Landlord must furnish a separately metered electrical system in good working order for the demised premises, in accordance with the Maintenance Rider, during the continuance of the lease. The Postal Service will pay all recurring electric bills.

4. LIGHT

Landlord must provide light fixtures in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. Landlord is not responsible for replacement of light bulbs.

5. WATER

Landlord must furnish a potable water system in good working order, in accordance with the Maintenance Rider, during the continuance of the Lease. The Postal Service pays for all recurring water bills during the continuance of the Lease, provided a separate meter or separate invoice is furnished by the appropriate authority.

6. SEWER

Landlord must furnish a sewer system in good working order, in accordance with the Maintenance Rider, during the continuance of the Lease. The Postal Service pays for all recurring sewer bills during the continuance of the Lease, provided a separate meter, or separate invoice is furnished by the appropriate authority.

7. TRASH

The Postal Service agrees to furnish and pay for all trash removal for the demised premises during the continuance of the Lease.

8. SNOW

The Postal Service agrees to furnish and pay for the timely removal of snow and ice from the sidewalks, driveway, parking and maneuvering areas, and any other areas providing access to the postal facility for use by postal employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.) during the continuance of the Lease. The Landlord is responsible for timely removal of snow and ice from the roof.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JANUARY 4, 2017

2. CONFIRMING ESTABLISHMENT OF AND APPOINTMENT OF MEMBERS TO A VILLAGE COMPREHENSIVE PLAN B ZONE ADDENDUM ADVISORY COMMITTEE

WHEREAS, the Village of Briarcliff Manor is considering an addendum or amendment to the 2007 Comprehensive Plan relative to the Village's Planned Office Building and Laboratory B District under NYS Village Law §7-722; and

WHEREAS, such addendum is intended to address the status of the four (4) existing properties located within the Village's B District - Briarcliff Executive Park, Philips Laboratories, Sony electronics and Briarcliff Corporate Campus - which were developed as office parks or for laboratory use and which are all currently vacant; and

WHEREAS, the Village Board has established a committee comprised of Village residents selected by the Village Board tasked with developing land use and zoning recommendations for the Village's B Districts to be presented to the Village Board; and

WHEREAS, the Village Board wants to formalize the establishment of that committee;

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees hereby affirms, ratifies and confirms establishment of the Comprehensive Plan B Zone Addendum Advisory Committee (the "Committee"), which shall not be a special committee under NYS Village Law §7-722 but which shall meet publicly and consider land use and zoning recommendations for the Village's B Districts, and thereafter provide the Village Board with written recommendations of same; and it is further

RESOLVED the Committee is comprised of the following members: Steven Vescio (Chairman), Steve Elkes, Michael Gioscia, Sabine Werner, and Aaron Stern; and be it further

RESOLVED, the Committee shall utilize Village facilities for its meetings including the Community Center and Village Hall, as well as the videotape equipment in order to record their meetings if they so desire; and be it further

RESOLVED, this Resolution shall take effect immediately.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JANUARY 4, 2017

3. ADOPTION OF AMENDED FIRE DEPARTMENT SERVICE AWARD PROGRAM DOCUMENTS

BE IT RESOLVED, that the Volunteer Firefighter Service Award Program Trust Document and Plan Document are hereby adopted; and

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute the Trust Document and Plan Document on behalf of the Village of Briarcliff Manor.

**VILLAGE OF
BRIARCLIFF MANOR**

SERVICE AWARD PROGRAM

TRUST DOCUMENT

DECEMBER 2015

VILLAGE OF BRIARCLIFF MANOR SERVICE AWARD PROGRAM TRUST DOCUMENT

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VILLAGE OF BRIARCLIFF MANOR SERVICE AWARD PROGRAM TRUST DOCUMENT

SECTION 1

PURPOSE: CREATION OF THE SERVICE AWARD PROGRAM TRUST

(a) In accordance with Article 11-A of the New York State General Municipal Law, the Village of Briarcliff Manor (i.e. the "Village") adopted a volunteer firefighter service award program for active volunteer firefighter members of the Briarcliff Manor Fire Department. The provisions of the program regarding firefighter participation and benefits payable are formally stated in the Briarcliff Manor Fire Department Service Award Program (i.e. "Service Award Program") Plan Document (i.e. the "Plan Document"). Participation in the Program by firefighters shall be in strict accordance with the Plan Document, Article 11-A of the New York State General Municipal Law, the Internal Revenue Code and all other applicable rules, regulations and statutes.

(b) Political subdivisions in New York State which establish service award programs in accordance with Section 216 of Article 11-A of the New York State General Municipal Law are liable for deferred payment of service awards to eligible firefighters and their beneficiaries. Paragraph j of Section 217 of Article 11-A requires all service award program assets to be held in trust for the purpose of providing benefits to firefighters and their beneficiaries, or for the purpose of defraying the reasonable expense of the operation and administration of the Service Award Program. The adoption and execution of a trust document by the governing body of the political subdivision which established the Service Award Program creates the Service Award Program Trust. The governing body of such political subdivision may amend such trust document from time to time. This document is the Service Award Program Trust Document (i.e. the "Trust Document"). When formally adopted by the Board of Trustees of the Village of Briarcliff Manor (i.e. the "Village Board"), it shall retroactively replace any and all other documents previously adopted by the Village Board pertaining to the Service Award Program trust fund and it shall be the Village of Briarcliff Manor Service Award Program Trust Document.

(c) The Village wishes to establish this trust (herein called "Trust") and to contribute to the Trust assets that shall be held therein, subject to the claims of the Village's creditors in the event of the Village's Insolvency, as herein defined, until paid to the Plan participants and their beneficiaries in such manner and at such times as specified in the Village of Briarcliff Manor Service Award Program.

VILLAGE OF BRIARCLIFF MANOR SERVICE AWARD PROGRAM TRUST DOCUMENT

(d) It is the intension of the parties that this Trust shall constitute an unfunded arrangement and shall not affect the status of the claims of the Village of Briarcliff Manor Service Award Program as an unfunded plan maintained for the purposes of providing deferred compensation to active volunteer firefighters.

(e) It is the intension of the Village to make contributions to the Trust to provide itself with a source of funds to assist it in the meeting of its liabilities under the Village of Briarcliff Manor Service Award Program.

(f) Volunteer firefighter Service Award Programs are "plans of deferred compensation" under the Internal Revenue code. To insure that volunteer firefighters or their beneficiaries shall be subject to taxation on Service Awards only after having received payment of a cash Service Award after attaining the Entitlement Age or upon disablement or death, the Village Board by the adoption of this Trust Document establishes that such a trust shall be a "Rabbi Trust." (A Rabbi Trust has been recognized by the Internal Revenue Service as an acceptable deferred compensation plan).

(g) Under the Small Business Job Protection Act of 1996, Internal Revenue Code Section 457 does not apply to a volunteer firefighter Service Award Program for years beginning after December 31, 1996, provided such program complies with certain requirements set forth in the Small Business Job Protection Act of 1996. The Village Board shall document within the records it shall maintain for each year beginning after December 31, 1996, the effective date of the Village of Briarcliff Manor Service Award Program, for this program that the Service Award Program shall comply with those requirements for all years beginning after December 31, 1996 and shall make any changes in an individual participant's Accrued Service Award necessary for such compliance.

(h) To further insure that volunteer firefighters or their beneficiaries are subject to taxation on Service Awards only after having received payment of a cash Service Award after attaining the Entitlement Age or upon disablement or death, the Village Board has included paragraphs (g) above in this Trust Document.

VILLAGE OF BRIARCLIFF MANOR SERVICE AWARD PROGRAM TRUST DOCUMENT

SECTION 2

ESTABLISHMENT OF TRUST

(a) The Village shall retain a qualified firm to calculate the amount to be contributed at the end of each year to the Service Award Program Trust. The calculation shall be based upon the formula and/or criteria set forth in the Plan Document, Village Board resolutions and any rules and regulations, and shall be in accordance with the applicable provisions of New York State law. The Village shall deposit such amounts in the trust fund. Such funds shall become the principal of the Trust to be held, administered and disposed of by the Village Board as provided in this Trust Document.

(b) The Village Board shall be the Trustees of such Trust.

(c) The Trust hereby established shall be irrevocable.

(d) The Trust is intended to be a grantor trust, of which the Village is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986, as amended, and shall be construed accordingly.

(e) The principal of the Trust, and any earnings thereon, shall be held separate and apart from other funds of the Village, and shall be used exclusively for the uses and purposes of Plan participants and general creditors as herein set forth. Plan participants and their beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Plan and this Trust Document shall be mere unsecured contractual rights of Plan participants and their beneficiaries against the Village. Any assets held by the Trust shall be subject to the claims of the Village's general creditors under federal and state law in the event of Insolvency, as defined in Section 4 (a) herein.

(f) The Village, in its sole discretion, may act at any time, or from time to time, to make additional deposits of cash or other property in the trust fund to augment the principal to be held, administered and disposed of by Trustee in accordance with this Trust Document. Neither Trustee nor any Plan participant or beneficiary shall have any right to compel such additional deposits.

(g) The Village Board shall select a qualified firm to serve as Custodian of the trust fund. The Custodian shall hold the principal of the Trust and any earnings thereon. For its services, the Village may compensate such firm.

VILLAGE OF BRIARCLIFF MANOR SERVICE AWARD PROGRAM TRUST DOCUMENT

SECTION 3

PAYMENTS TO PLAN PARTICIPANTS AND THEIR BENEFICIARIES

(a) When a payment becomes due to a Plan participant under the Service Award Program, the Village Board as Trustee shall arrange for the delivery to Custodian of a schedule (the "Payment Schedule") that shall indicate the amounts payable in respect of such Plan participant (and his or her beneficiaries) and shall provide a formula or other instructions for determining the amounts so payable, the form in which such amount shall be paid (as provided for or available under the Plan) and the time of commencement for payment of such amounts. Except as otherwise provided herein, Custodian shall make payments to the Plan participants and their beneficiaries in accordance with such Payment Schedules.

(b) The entitlement of a Plan participant or his or her beneficiaries to benefits under the Plan shall be determined by the Village or such party as it shall designate under the Plan, and any claim for such benefits shall be considered and reviewed under the procedures set out in the Plan.

(c) The Village Board shall direct payment of benefits directly to the Plan participants or their beneficiaries as they become due under the terms of the Plan. The Village Board shall notify Custodian of any decision to make payment of benefits directly prior to the time amounts are payable to participants or their beneficiaries. In addition, if the principal of the Trust, and any earnings thereon, are not sufficient to make payments of benefits in accordance with the terms of the Plan, the Village shall make the balance of each such payment as it falls due. The Trustee shall notify the Village where principal and earnings are not sufficient.

VILLAGE OF BRIARCLIFF MANOR SERVICE AWARD PROGRAM TRUST DOCUMENT

SECTION 4

TRUSTEE RESPONSIBILITY REGARDING PAYMENTS TO TRUST BENEFICIARY WHEN VILLAGE SHALL BECOME INSOLVENT

(a) Custodian shall cease payment of benefits to Plan participants and their beneficiaries if the Village shall become Insolvent. The Village shall be considered "Insolvent" for purposes of this Trust Document if (i) the Village is unable to pay its debts as they become due, or (ii) the Village is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

(b) At all times during the continuance of this Trust, as provided in Section 2 (d) hereof, the principal and income of the Trust shall be subject to claims of general creditors of the Village under federal and state law as set forth below.

(1) The Village Board shall have the duty to inform the Custodian in writing of the Village's Insolvency.

(2) Unless Custodian has received written notice of the Village's Insolvency, Custodian shall have no duty to inquire whether the Village is Insolvent.

(3) If at any time Custodian has been notified that the Village is Insolvent, Custodian shall discontinue payments to the Plan participants or their beneficiaries and shall hold the assets of the Trust for the benefit of the Village's general creditors. Nothing in this Trust Document shall in any way diminish any rights of Plan participants or their beneficiaries to pursue their rights as general creditors of the Village with respect to benefits due under the Plan or otherwise.

(4) Custodian shall resume the payment of benefits to Plan participants or their beneficiaries in accordance with Section 3 of this Trust Document only after Custodian has been notified in writing by the Village Board that the Village is not Insolvent (or is no longer Insolvent).

(c) Provided that there are sufficient assets, if Custodian discontinues the payment of benefits from the Trust pursuant to Section 4 (b) hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to the Plan participants or their beneficiaries under the terms of the Plan for the period of such discontinuance.

VILLAGE OF BRIARCLIFF MANOR SERVICE AWARD PROGRAM TRUST DOCUMENT

SECTION 5

PAYMENTS TO VILLAGE

Except as provided in Section 4 hereof, after the Trust has become irrevocable, the Village Board shall have no right or power to direct, to return to the Village, or to divert to others any of the Trust assets before all payment of benefits have been made to the Plan participants and their beneficiaries pursuant to the terms of the Plan.

SECTION 6

INVESTMENT AUTHORITY

In no event may Trustee invest in securities (including stock or rights to acquire stock) or obligations issued by the Village, other than a de minimis amount held in common investment vehicles in which the Trustee invests. All rights associated with assets of the Trust shall be exercised by Trustee and shall in no event be exercisable by or rest with Plan participants.

SECTION 7

DISPOSITION OF INCOME

During the term of this Trust, all income received by the Trust, net of expenses and taxes, shall be accumulated and reinvested.

VILLAGE OF BRIARCLIFF MANOR SERVICE AWARD PROGRAM TRUST DOCUMENT

SECTION 8

ACCOUNTING BY CUSTODIAN

The Custodian shall keep accurate and detailed records of all investments, receipts, disbursements and all other transactions required to be made, including such specific records as shall be agreed upon in writing between the Trustee and the Custodian. Within sixty (60) days following the close of each calendar year and within sixty (60) days after the removal or resignation of the Custodian, the Custodian shall deliver to the Trustee a written account of its administration of the Trust during such year or during the period from the close of the last preceding year to the date of such removal or resignation, setting forth all investments, receipts, disbursements and other transactions effected by it, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in the Trust at the end of such year or as of the date of such removal or resignation, as the case may be.

VILLAGE OF BRIARCLIFF MANOR SERVICE AWARD PROGRAM TRUST DOCUMENT

SECTION 9

RESPONSIBILITY OF TRUSTEE, CUSTODIAN

(a) The Trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character with like aims provided, however, that neither the Trustee nor the Custodian shall incur liability to any person for any action taken pursuant to a direction, request or approval given by the Trustee which is contemplated by, and in conformity with, the terms of the Plan or this Trust and is given in writing by the Trustee. In the event of a dispute between the Trustee and a party, Trustee may apply to a court of competent jurisdiction to resolve the dispute.

(b) If the Trustee undertakes or defends any litigation arising in connection with this Trust, the Village agrees to indemnify Trustee and the Custodian against costs, expenses and liabilities (including, without limitation, attorneys' fees and expenses) relating thereto and to be primarily liable for such payments, provided such cost, expense or liability did not arise out of or as a result of the gross negligence or willful misconduct of the Trustee or the Custodian. If the Village does not pay such costs, expenses and liabilities in a reasonably timely manner, the Trustee and/or the Custodian may obtain payment from the Trust.

(c) The Trustee may consult with legal counsel (who may also be counsel for the Village generally) with respect to any of its duties or obligations hereunder, if the expenses thereof are reasonable in amount and necessary in order to perform such duties or obligations.

(d) The Trustee may hire agents, accountants, actuaries, investment managers, investment advisors, financial consultants or other professionals to assist it in performing any of its duties or obligations hereunder, if the expenses thereof are reasonable in amount and necessary in order to perform such duties and obligations.

(e) The Trustee shall have, without exclusion, all powers conferred on Trustees by applicable law, unless herein expressly provided otherwise, provided, however, that if an insurance policy is held as an asset of the Trust, Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy to a different form) other than to a successor Trustee or to loan to any person the proceeds of any borrowing against such policy.

(f) Notwithstanding any powers granted to Trustee pursuant to this Trust Document or to applicable law, Trustees shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of Section 301.7701-2 of the Procedure and Administration Regulations promulgated pursuant to the Internal Revenue Code.

VILLAGE OF BRIARCLIFF MANOR SERVICE AWARD PROGRAM TRUST DOCUMENT

SECTION 10

COMPENSATION AND EXPENSES OF CUSTODIAN

The Village may pay Custodian such fees for its services as are agreed upon from time to time. The Custodian shall be entitled to receive its reasonable expenses incurred with respect to the administration of the Trust, including fees incurred by the Custodian pursuant to Section 9(c) and 9(d) of this Trust Document. Such fees and expenses shall be payable from the Trust. If not so paid, the fees and expenses shall be paid by the Village.

SECTION 11

DESIGNATION, RESIGNATION, AND REMOVAL OF CUSTODIAN

(a) Unless otherwise designated by resolution of the Village Board, the Village Board shall be the Custodian. If the Village Board designates another entity to be said Custodian, then the following paragraphs (b), (c), (d), and (e) shall apply.

(b) Custodian may resign at any time by written notice to the Village Board, which shall be effective fifteen (15) days after receipt of such notice unless the Village Board and Custodian agree otherwise.

(c) Custodian may be removed by the Village Board on fifteen (15) days notice or upon shorter notice accepted by Custodian.

(d) Upon resignation or removal of Custodian and appointment of a successor Custodian, all assets shall subsequently be transferred to the successor Custodian. The transfer shall be completed within fifteen (15) days after receipt of notice of resignation, removal or transfer, unless the Village Board extends the time limit.

(e) If Custodian resigns or is removed, a successor may be appointed, in accordance with Section 12 hereof, by the effective date of resignation or removal under paragraphs (b) or (c) of this section. If no such appointment has been made, Custodian may apply to a court of competent jurisdiction for appointment of a successor Custodian or for instructions. All expenses of Custodian in connection with the proceeding shall be allowed as administrative expenses of the Trust.

VILLAGE OF BRIARCLIFF MANOR SERVICE AWARD PROGRAM TRUST DOCUMENT

SECTION 12

APPOINTMENT OF SUCCESSOR

(a) If Custodian resigns or is removed in accordance with Section 11 (b) or (c) hereof, the Village Board may appoint any third party, such as a bank trust department or other party that may be granted corporate Custodial powers under applicable state law, as a successor to replace Custodian upon resignation or removal. The appointment shall be effective when accepted in writing by the new Custodian. The former Custodian shall execute any instrument necessary or reasonably requested by the Village Board or the successor Custodian to evidence the transfer.

(b) The successor Custodian need not examine the records and acts of any prior Custodian and may retain or dispose of existing Trust assets, subject to Sections 8 and 9 hereof. The successor Custodian shall not be responsible for and the Village Board shall indemnify and defend the successor Custodian from any claim or liability resulting from any action or inaction of any prior Custodian or from any other past event, or any condition existing at the time it becomes successor Custodian.

VILLAGE OF BRIARCLIFF MANOR SERVICE AWARD PROGRAM TRUST DOCUMENT

SECTION 13

AMENDMENT OR TERMINATION

(a) This Trust Document may be amended at any time by resolution of the Village Board. Notwithstanding the foregoing, no such amendment shall conflict with the terms of the Plan set forth in the Plan Document or make the Trust revocable after it has become irrevocable in accordance with Section 2 (b) hereof.

(b) The Trust shall not terminate until the date on which the Plan participants and their beneficiaries are no longer entitled to benefits pursuant to the terms of the Plan. Upon termination of the Trust, any assets remaining in the Trust shall be returned to the Village.

(c) In the event that the Service Award Program is abolished by the Village in accordance with Section 216 of Article 11-A of the NYS General Municipal Law, the Trust established hereunder may be continued at the direction of the Village in accordance with applicable provisions set forth in the Plan Document and with any applicable statutes, rules and regulations after the Service Award Program has been terminated. In such event, the Village shall continue to administer the Trust pursuant to this document until all Plan participants and their beneficiaries have been paid the service awards to which they are entitled and until all other expenses incurred in the operation and administration of the program are paid. Any assets that remain in the Trust after all Service Awards and administration and operational expenses have been paid, shall be returned to the Village.

SECTION 14

MISCELLANEOUS

(a) Any provision of this Trust Document prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.

(b) Benefits payable to Plan participants or their beneficiaries under this Trust Document may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

(c) This Trust shall be governed by and construed in accordance with the laws of the State of New York.

**VILLAGE OF BRIARCLIFF MANOR
SERVICE AWARD PROGRAM
TRUST DOCUMENT**

EXECUTION

By adoption of resolution _____ of the Village of Briarcliff Manor Board of Trustees, the Village Board hereby authorizes the Mayor to execute this Trust Document on behalf of the Village of Briarcliff Manor.

Mayor

Date

Attested by:

Village Clerk

Date

This document has been prepared for the exclusive use of the Village of Briarcliff Manor as well as Participants (and their beneficiaries) of the Village of Village of Briarcliff Manor Service Award Program. Any reproduction for parties other than those for whom these documents have been prepared is expressly prohibited without prior consent by the Village of Briarcliff Manor.

**VILLAGE OF
BRIARCLIFF MANOR**

SERVICE AWARD PROGRAM

PLAN DOCUMENT

DECEMBER 2015

VILLAGE OF BRIARCLIFF MANOR SERVICE AWARD PROGRAM PLAN DOCUMENT

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Addendum A – Point System

EXECUTION

VILLAGE OF BRIARCLIFF MANOR

SERVICE AWARD PROGRAM

PLAN DOCUMENT

- 1. Purpose:** In accordance with Article 11-A of the New York State General Municipal Law, the Village of Briarcliff Manor adopted a volunteer firefighter “Service Award Program” for active volunteer firefighter members of the Briarcliff Manor Fire Department. The provision of a Service Award Program regarding firefighter participation, benefits earned and paid, and program operation must be formally stated in a written plan document. This document is the Village of Briarcliff Manor Service Award Program Plan Document (the “Plan Document”) reflecting the plan and any amendments adopted through January 1, 2014. When formally adopted by the Board of Trustees of the Village of Briarcliff Manor (the “Board”), it shall replace any and all other documents previously adopted by the Board which could be considered to be written plan documents and shall constitute the Plan Document.
- 2. Type of Program: *Defined Contribution Plan.*** The Village of Briarcliff Manor Service Award Program is a “Defined Contribution Plan” Service Award Program, in which each “Participant” has an individual Service Award Program account. A “Participant” is a volunteer firefighter who is enrolled in the Service Award Program in accordance with this Plan Document. A “Service Award” is credited to the account of a Participant and payment is made to the Participant in accordance with this Plan Document (see Section 6). In a Defined Contribution Plan, a Participant’s “Accrued Service Award” (see Section 8) is paid to the Participant or beneficiary after the happening of one of the following events: (i) the Participant reaches the Entitlement Age (see Section 12), (ii) the Participant sustains a Total and Permanent Disability (see Section 20) or (iii) the Participant dies (see Section 19).
- 3. Effective Date of the Program:** The “Effective Date of the Program” is January 1, 1993.
- 4. Plan Year:** The twelve (12) consecutive month period beginning each January 1 and ending each December 31.
- 5. Eligibility to Participate in the Service Award Program:** Any person who is an “Active Member” of the Briarcliff Manor Fire Department and who is over 18 years of age or turns 18 years of age during a Plan Year shall be an “Eligible Volunteer Firefighter” entitled to earn points under the Point System and may become a Participant in the Service Award Program. An “Active Member” is a volunteer firefighter whose name is on the Briarcliff Manor Fire Department Chief’s Voting List as of December 31st of the Plan Year in accordance with the Fire Council By-Laws.
- 6. When An Eligible Volunteer Firefighter Shall Become a Participant:** An Eligible Volunteer Firefighter may voluntarily waive his/her right to be enrolled in the Village of Briarcliff Manor Service Award Program (see Section 7). Unless enrollment is waived, an Eligible Volunteer Firefighter shall automatically be enrolled in the Service Award

VILLAGE OF BRIARCLIFF MANOR

SERVICE AWARD PROGRAM

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Program on the last day of the Plan Year during which the Eligible Volunteer Firefighter accumulates at least 50 points under the Point System during a Plan Year beginning on or after the Effective Date of the Program.

7. **Waiver of Enrollment and Participation in the Service Award Program:** An Eligible Volunteer Firefighter may voluntarily waive his/her right to be enrolled in the Village of Briarcliff Manor Service Award Program in writing to the Board. Once such waiver is received by the Board and noted for the record, such Eligible Volunteer Firefighter shall permanently forfeit (see Section 17) any and all Service Credit (see Sections 10, 11, 13 & 14) and Accrued Service Award (see Section 8) earned to the date of receipt of the waiver. At any time thereafter, such individual may withdraw the waiver in writing to the Board and may again earn Service Credit and Service Awards in accordance with the terms of this Plan Document from the date the written request is received by the Board.
8. **Service Award:** A "Service Award" is credited by the Village of Briarcliff Manor to the account of a Participant for each Plan Year during which the Participant earned Service Credit under the Service Award Program (see Section 10). The Service Award contribution earned by a Participant is credited as of the Allocation Date following the end of the Plan Year in which the Service Award was earned (see Section 9). A Service Award of \$700 shall be credited for each year of Service Credit earned by a Participant after Plan Year 2006. A Service Award of \$600 shall be credited for Service Credit earned during Plan Year 2006. For Service Credit earned in Plan Year(s) prior to January 1, 2006, including Prior Service Credit (see Section 11), the Service Award was \$480. The total amount of the Service Award(s) added to a Participant's Service Award Program account plus accumulated earned investment income allocated to the account minus any investment expenses allocated to the account is the Participant's "Accrued Service Award".
9. **Allocation Date:** The "Allocation Date" is the date on which each Participant's Accrued Service Award is calculated. The Allocation Date for the Village of Briarcliff Manor Service Award Program is May 31. After each Plan Year, each Participant's Accrued Service Award shall be calculated as of the next May 31.
10. **To Earn Service Credit after the Effective Date:** Points are awarded pursuant to the Village of Briarcliff Manor Service Award Program Point System ("Point System"), which forms a part of the Service Award Program, and is attached as Addendum A. To earn a "Service Credit" for a Plan Year beginning on or after the Effective Date of the Program, an Eligible Volunteer Firefighter must earn at least 50 points during such Plan Year. If an Eligible Volunteer Firefighter earns 50 or more points in less than 12 months, he or she shall still be granted Service Credit.

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11. **To Earn Service Credit Prior to the Effective Date:** An Eligible Volunteer Firefighter who becomes a Participant during 1993 or 1994 shall be eligible to receive up to five (5) years of Service Credit for active volunteer firefighter service in calendar year(s) prior to the Effective Date of the Program (“Prior Service Credit”).
12. **Entitlement Age:** the “Entitlement Age” shall be the later of the age (i) a Participant reaches the age of 65 or (ii) the Eligible Volunteer Firefighter’s age on December 31 of the Plan Year in which he or she becomes a Participant.
13. **Service Credit Earned After Entitlement Age:** Effective January 1, 2006, Participants who continue to be Active Members of the Briarcliff Manor Fire Department after reaching the Entitlement Age shall have the opportunity to continue to earn additional Service Credit and Service Award contribution(s).
14. **To Earn Service Credit For Military Leave:** Only Participants who have at least one (1) year of Service Credit are eligible to earn Service Credit while on Military Leave. A Participant who is drafted into the armed forces of the United States shall be considered on Military Leave and shall receive 4.167 points for each complete month during which the Participant is on Military Leave. A Participant who voluntarily enlists into the armed forces of the United States for a single voluntary enlistment not to exceed four (4) years shall also be considered on Military Leave and shall receive 4.167 points for each complete month during which the Participant is on Military Leave, for a lifetime maximum of 200 points in the Service Award Program.
15. **Maximum Service Credit:** The maximum Service Credit that can be earned by a Participant in the Village of Briarcliff Manor Service Award Program shall be 40 years.
16. **Vesting of Accrued Service Award:** A Participant’s Accrued Service Award shall become fully vested and a Participant shall therefore earn a nonforfeitable right to all of his or her Accrued Service Award after one of the following conditions is met:
 - a. The Participant accrues five (5) years of non-forfeited Service Credit.
 - b. The Participant reaches the Entitlement Age.
 - c. The Participant sustains a Total and Permanent Disability (see Section 20).
 - d. The Participant dies (see Section 19).
17. **When Accrued Service Award and Service Credit Shall Be Forfeited:** Forfeited Accrued Service Award(s) will remain in the Service Award Program Trust Fund (“Trust Fund”) and shall be used to reduce future contributions made by the Village and shall not be used to increase benefits for other Participants.

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A Participant's Accrued Service Award and Service Credit will be forfeited if such Participant meets one of the following conditions. These forfeited Accrued Service Award(s), if any, will be calculated as of the Allocation Date following forfeiture.

- a. A non-vested Participant who voluntarily resigns as an Active Member of the Briarcliff Manor Fire Department or is expelled from the Briarcliff Manor Fire Department shall have his/her Participation cease and Service Credit forfeited as of the date of such resignation or expulsion.
- b. A Participant who fails to earn five (5) years of Service Credit within the first ten (10) consecutive Plan Years, beginning with the Plan Year in which the Participant first earns Service Credit, shall have his or her Participation cease and Service Credit forfeited as of the December 31 of the Plan Year in which this requirement cannot be satisfied (i.e., forfeiture can occur prior to the tenth Plan Year if the Participant cannot earn five (5) years of Service Credit before the end of the tenth Plan Year).
- c. A Participant who is convicted of the crime of arson in any degree as defined in the New York State Penal Law shall not be eligible to receive benefits from the Service Award Program and shall forfeit any and all rights he/she may have had to past or future benefits pursuant to the Service Award Program. Participation shall cease and Service Credit shall be forfeited upon the date of conviction.
- d. A Participant waives his/her right to be enrolled in the Village of Briarcliff Manor Service Award Program (see Section 7). Participation shall cease and Service Credit shall be forfeited upon the date of waiver.

- 18. When Forfeited Accrued Service Award and Service Credit Shall Be Restored:** In the event of forfeiture under Section 17(c) or 17(d), the Participation forfeiture shall be permanent and cannot be restored. In the event of forfeiture under Section 17(a) or 17(b), an Active Member may re-establish Participation in the Program by satisfying the requirements for becoming a Participant. A Participant who re-establishes Participation within ten (10) years of the effective date of forfeiture of his or her Accrued Service Award shall have all previously forfeited Accrued Service Award and Service Credit restored as of the Allocation Date immediately following the end of the Plan Year during which the Participant earns enough additional Service Credit to have earned a total of five (5) years of Service Credit, when adding the previously forfeited Service Credit to the Service Credit earned after re-establishing Participation. A Participant who has re-established such Participation shall continue to be subject to the applicable vesting and forfeiture provisions in regards to the Service Credit earned after Participation has been re-established.

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19. **Death Benefit:** Upon the death of a Participant, a lump-sum shall be paid to the Participant's designated beneficiary (or the Participant's estate if no beneficiary was designated by the Participant) equal to the Participant's Accrued Service Award as of the Allocation Date preceding the date of death. If the Participant had earned Service Credit during the Plan Year in which he or she died, the designated beneficiary (or estate) shall receive a distribution of the Accrued Service Award earned during that Plan Year, but not until after the end of the Plan Year and the Village has deposited the Service Award contribution into the Trust Fund.
20. **Total and Permanent Disability:** Under the Village of Briarcliff Manor Service Award Program, a Participant shall be deemed to have a "Total and Permanent Disability" by the Board only if he or she is considered to be totally and permanently disabled as certified by the New York State and Local Public Employees Retirement System, the Social Security Administration, any entity which pays benefits under the Volunteer Firefighters' Benefit Law or a competent authority previously approved by the Board, and such disability occurred after the Effective Date of the Program.
21. **Pre-Entitlement Age Total and Permanent Disability Benefit:** If a Participant is deemed to have a Total and Permanent Disability before reaching the Entitlement Age, a lump sum "Total and Permanent Disability Benefit" shall be paid to the Participant equal to the Participant's Accrued Service Award as of the Allocation Date following the date such disability payment is awarded. If the Participant earned Service Credit during the Plan Year in which he or she sustained a Total and Permanent Disability, such distribution shall include the Service Award earned during that Plan Year. A Participant who is awarded a Total and Permanent Disability Benefit and who subsequently recovers from his/her disability and again becomes an Active Member of the Briarcliff Manor Fire Department, may re-establish participation in the program by satisfying the requirements for becoming a Participant. However, such a Participant shall not be entitled to reinstate any previously earned Service Credit.
22. **Form of Payment of Accrued Service Award:** A Participant's Accrued Service Award shall be paid as in either a lump sum or in two (2) annual installments. A Participant must make an election to be paid in two (2) annual installments on or before the December 31 of the Plan Year in which the Participant attains the Entitlement Age. If no election is made, the payment will be made in a lump sum. If two (2) annual installments are elected, the first installment payment shall equal one half (1/2) of the Accrued Service Award. The second payment shall be equal to the remaining Accrued Service Award calculated as of the next following Allocation Date, reflecting actual investment income and/or expenses or other transactions allocated to the account which occurred during the Plan Year. Any Service Award earned by a Participant after reaching the Entitlement Age shall be paid as a lump sum.

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23. **Commencement of Benefit Payment:** A Participant who reaches the Entitlement Age or who is awarded a Total and Permanent Disability Benefit from the Program shall be paid his or her Accrued Service Award calculated as of the next Allocation Date. Such payment will be made as soon as administratively feasible after the Allocation Date. The designated beneficiary (or estate if no beneficiary is named) of a deceased Participant shall be paid the Participant's Accrued Service Award calculated as of the Allocation Date preceding the Participant's death. Such payment will be made as soon as administratively feasible. The Service Award(s) credited to a Participant as a result of earning Service Credit after reaching the Entitlement Age shall be paid as a lump sum effective the June 1 following the Allocation Date on which the Service Award is credited.
24. **Program Costs:** The administration costs of operating the Village of Briarcliff Manor Service Award Program shall be paid by the Village of Briarcliff Manor. In addition, during each Village of Briarcliff Manor fiscal year, the Village of Briarcliff Manor shall contribute to the Trust Fund in accordance with Section 25, an amount determined by the Board's designee as owed to the Trust Fund for the Plan Year ending within the Village of Briarcliff Manor's previous fiscal year.
25. **Calculation of Annual Program Cost:** For each Plan Year, the Board or the Board's designee shall calculate the amount owed to the Trust Fund as of the Allocation Date following the end of the Plan Year and shall equal:
- a. the Service Award in effect for the Plan Year (see Section 8) times the number of Participants who earned Service Credit for such Plan Year, plus
 - b. any unpaid amounts owed to the Trust Fund for previous Plan Years; less
 - c. the value of the Accrued Service Award(s) of individuals whose Participation ceased as of the end of the Plan Year in accordance with Section 17; less
 - d. any excess unallocated amounts paid to the Trust Fund for previous Plan Years plus allocated investment income earned thereon; plus
 - e. any restored forfeited Accrued Service Award(s) due in accordance with Section 18; plus
 - f. any additional contribution required as a result of an adjustment to Service Credit for prior Plan Years.
26. **Service Award Program Administration:** The Board shall be the Plan Administrator. The Village of Briarcliff Manor hereby establishes the Village of Briarcliff Manor Service Award Program Committee ("SAC") to assist the Board in the administration of the Service Award Program. The SAC shall consist of six (6) members, three (3) from the Village of Briarcliff Manor, one (1) of which shall be the Village Treasurer and three (3) from the Briarcliff Manor Fire Department. The SAC may make such rules and

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regulations as deemed advisable for its operation. The SAC shall assist the Board in the administration of the Service Award Program, including but not limited to data review and compilation for determination of eligibility, participation and points based upon information received by the Fire Department as required in accordance with the General Municipal Law. The SAC shall also act as an advisory committee and shall make recommendations to the Board regarding the individual or firm who shall provide investment options (investment advisor) relating to the Program as well as other service award related issues. Once the investment options have been selected by the Service Award Program Trustee, the SAC may review the effectiveness of the funds that have been chosen for investment. The SAC may meet with the investment advisor and obtain written documentation periodically to present to the Service Award Program Trustee as to whether the criteria for each fund chosen has been met, and if not, recommendations as to a further course of action.

27. **Investment of Service Award Program Funds:** A Service Award Program Trust Fund has been established and shall continue to be maintained by the Village of Briarcliff Manor. The Board shall invest the Service Award Program funds. The Board shall take into consideration all investment recommendations of the SAC and investment advisor. Thereafter, the Board may offer investment choices to all Participants who may then select an investment option for the Board to invest his/her Accrued Service Award in. However, no Participant shall be required to select an investment option, and if a Participant chooses not to select an investment option, his/her Accrued Service Award shall be invested by the Board.
28. **Amendment of Service Award Program:** Unless voter approval is required by Article 11-A of the New York State General Municipal Law, amendments to this Plan Document shall be adopted by resolution of the Board. Within sixty days after the date of adoption by the Board of a resolution amending the Service Award Program or, after the date of approval by voters of a required referendum amending the Village of Briarcliff Manor Service Award Program, a written notice and explanation of such amendment shall be distributed to all persons who participate or are eligible to participate in the Village of Briarcliff Manor Service Award Program. Copies of such written notice and explanation shall be available to all other persons upon request to the Board.
29. **Termination of Service Award Program:** It is intended that the Service Award Program will continue indefinitely, but it may be terminated as provided by the General Municipal Law. In the event that the Program is terminated, all benefits shall be paid in accordance with the resolution adopted by the Board and the proposition approved by such eligible voters of the Village of Briarcliff Manor.

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- 30. Claims Procedure:** Any Participant or beneficiary of a Participant (“Claimant”) may make a request for Service Award Program benefits by delivery to the Village Manager of a written notice setting forth such claim for benefits. The notice shall indicate the name of the Claimant and the type of benefit for which the claim is made. Within ninety (90) days of receiving the written notice, the Board must inform the Claimant of whether the claim will be satisfied or wholly or partially denied. If there is a denial, the notice shall set forth the following:
- a. The specific reason or reasons for the denial.
 - b. Specific reference to the pertinent Service Award Program provisions on which the denial is based.
 - c. A description of any material and information necessary to perfect the claim and an explanation of why such material and information is necessary.
 - d. An explanation of the Service Award Program’s claim review procedure.

Within sixty (60) days of receiving a notice denying a claim wholly or partially, the Claimant may appeal such denial to the Board for review. The request for a review must be in writing and contain the reasons for which such claim is made. The Claimant may review all documents regarding the Service Award Program for purposes of preparing his request for a review. The Board shall review the appeal of the claimant and, if necessary, hold a hearing, at which the claimant may present his reasons for objecting to the denial of the claim.

The Trustee must render a decision regarding the appeal of the Claimant not later than sixty (60) days after the Claimant’s request for review was received. However, if there is a need to hold a hearing, a decision must be rendered no later than one hundred and twenty (120) days after receipt of the request for review.

The decision on review of the Board must be in writing, must include specific reasons for the decision and must make reference to the pertinent Service Award Program provisions on which the decision was based.

- 31. Participants’ Rights:** A Participant in the Service Award Program is entitled to:
- a. Examine, without charge, at the Village of Briarcliff Manor’s office and at other specified locations, all Plan Documents, including insurance contracts, if any, and copies of all documents filed by the Village with any governmental agency or State authority.
 - b. Obtain copies of all Plan Documents and other Service Award Program information upon written request to the SAC. The Village of Briarcliff Manor may charge for such copies.

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- c. Receive a Trust Level accounting of the Service Award Program Trust Fund as provided in the annual Service Award Program report.
- d. Receive annually a statement in writing of the status of such Participant's account.

Those individuals who operate your Service Award Program ("fiduciaries") have a duty to do so prudently and in the interest of the Participants and beneficiaries. If a claim for a benefit is denied in whole or in part, the Participant must comply with the Claims Procedures above.

- 32. **Definitions:** All terms capitalized and in quotes shall be as defined in this Plan Document.
- 33. **Compliance With Laws:** The Village of Briarcliff Manor Service Award Program shall comply with Article 11-A of the New York State General Municipal Law and all applicable federal laws including but not limited to compliance with those provisions of the Internal Revenue Code that shall result in the payment of federal income tax by a participating volunteer only after the participating volunteer or his or her beneficiary shall actually be paid a Service Award. Any additional provision(s) of this Service Award Program required for such compliance not explicitly stated in this Plan Document shall be automatically included within these provisions. Any written program provision set forth in this Plan Document deemed to be prohibited by the law, rule or regulation shall be ineffective to the extent of any such prohibition without invalidating the remaining program provisions set forth in the Plan Document.

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ADDENDUM A – POINT SYSTEM

The following is the Village of Briarcliff Manor Service Award Program Point System, intended to comply with Article 11-A of the General Municipal Law of the State of New York.

The Briarcliff Manor Fire Department has the responsibility to maintain the Point System records. It is imperative that all Active Members strictly comply with sign-in procedures for verifying attendance at drills, meetings, calls, etc. These sign in/attendance sheets must be produced upon demand if the Service Award Program records are audited.

The Village Board of Trustees has the right to amend the Point System but may do so only if the amendments comply with all governing rules, regulations, and laws.

The Point System consists of nine (9) categories of activities for which Active Members can earn points. To earn Service Award Program Service Credit for a Plan Year, an Active Member must earn at least 50 points under this Service Award Program Point System during the Plan Year and meet the eligibility requirements detailed in the Village of Briarcliff Manor Service Award Program Plan Document.

1. Training Courses (other than drills) – 25 point maximum

Based on duration of training courses as follows:

1. Under 20 hours: One (1) point per hour; no more than five (5) points per course.
2. 20 to 45 hours: Five (5) points plus one (1) point per hour for each hour over twenty (20) hours; no more than ten (10) points per course.
3. Over 45 to 100 hours: Fifteen (15) points per course.
4. Over 100 hours: Twenty-five (25) points per course.

NOTE: Training courses shall be satisfactorily completed (if certification of completion is provided, such certification shall be provided to the Chief or his/her representative) and designated as approved courses by the Briarcliff Manor Fire Department and/or the Village of Briarcliff Manor. Persons who are paid to attend training courses as part of their paid employment or profession get no credit in the Service Award Program for attending such courses.

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2. Attendance at Department Drills – 20 points maximum

One (1) point per drill (minimum two hours duration).

NOTE: Drills include department drills, company drills, ambulance corps drills and OSHA training. Driver training is not included in this category; it is included in the Miscellaneous category.

3. Participation in Sleep-in or Stand-by Sessions – 20 points maximum

Sleep-in Session: One (1) point for each full night.

Stand-by Session: One (1) point for each session (four-hour minimum duration); a “stand-by” is defined in the State Law as “a line of duty activity of the volunteer fire company, lasting for four hours, not falling under one of the other categories.” Examples of stand-bys are: ambulance crew duty, sporting events, Village/School requests for apparatus, golf tournaments, etc. Mutual aid stand-bys are not included in this category (except for parade stand-bys); but they will be considered responses (see #6).

4. Elected or Appointed Official – 25 points maximum

Except for committees, points are earned only for the completion of a one-year term in an elected or appointed position. The first year one holds office is considered a full year if the office is held from April through December. No credit is given for the last year in office when the position is only held for three months (January through early April).

- Chief, Assistant Chiefs 25 points
- Deputy Chief 20 points
- Company Captain (including Ambulance Capt.) 20 points
- Company Lieutenants (including. Ambulance Lt.) 15 points
- Company Desk Officers (including Ambulance Corps) 5 points
- Fire Council Delegate or Member 5 points

In addition, the following points are awarded for each meeting attended as follows:

- Fire Council Alternate 1 point, max of 5 points per Plan Year
- Delegate to Active Member’s Convention 1 point, max of 5 points per Plan Year

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ADDENDUM A – POINT SYSTEM

5. Attendance at Meetings – 20 points maximum

One (1) point per attendance at any official meeting of a company, the department or ambulance corps.

6. Participation in Department Responses – 50 points

Points are credited on an all or nothing basis for attending the minimum percentage of calls of the Briarcliff Manor Fire Department as outlined below. If the Active Member responds to the minimum percentage of Fire Calls, the Active Member is credited with 25 points. If the Active Member responds to the minimum percentage of Ambulance Calls, the Active Member is credited with 25 points. An Active Member that responds to the minimum percentage of both Fire Calls and Ambulance Calls is credited with 50 points. The required minimum percentage of calls is based on the total Fire Department calls responded to in each category during the entire calendar year, as follows:

Fire Calls

- 10% of total Fire Calls if the Fire Department responds to less than 500 Fire Calls during the year.
- 7.5% of total Fire Calls if the Fire Department responds to at least 500 but less than 1,000 Fire Calls during the year.
- 5.0% of total Fire Calls if the Fire Department responds to at least 1,000 but less than 1,500 Fire Calls during the year.
- 2.5% of total Fire Calls if the Fire Department responds to 1,500 or more Fire Calls during the year.

Ambulance Calls

- 10% of total Ambulance Calls if the Fire Department responds to less than 500 Ambulance Calls during the year.
- 7.5% of total Ambulance Calls if the Fire Department responds to at least 500 but less than 1,000 Ambulance Calls during the year.
- 5.0% of total Ambulance Calls if the Fire Department responds to at least 1,000 but less than 1,500 Ambulance Calls during the year.
- 2.5% of total Ambulance Calls if the Fire Department responds to 1,500 or more Ambulance Calls during the year.

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ADDENDUM A – POINT SYSTEM

Example 1: If the Fire Department responds to 400 Fire Calls during a calendar year, an Active Member must respond to a minimum of 40 Fire Calls during the calendar year to earn 25 points ($400 \times 10\% = 40$).

Example 2: If the Fire Department responds to 700 Ambulance Calls during a calendar year, an Active Member must respond to a minimum of 53 Ambulance Calls during the calendar year to receive 25 points ($700 \times 7.5\% = 52.5$ Ambulance Calls, which must be rounded up to 53).

Example 3: If the Fire Department responds to 225 Fire Calls and 350 Ambulance Calls during a calendar year, an Active Member who responds to a minimum of 23 Fire Calls and 35 Ambulance Calls during the calendar year will receive 50 points.

7. Miscellaneous Activities – 15 points maximum

One (1) point per activity. This category includes activities covered by the Volunteer Active Members Benefit Law and otherwise not listed. Includes, but not limited to, inspections, truck washes, work nights, truck checks, parades, open houses, driver training, house committee activities, etc.

8. Line of Duty Disability – 60 points

In the event that an Active Member of the Fire Department becomes either totally and temporarily disabled, or partially and permanently disabled, as certified by the Workers' Compensation Board or other competent authority approved by the Village of Briarcliff Manor, and the disability shall occur during the course of service as a volunteer while actively engaged in providing line of duty services, as defined in subdivision one of section five of the Volunteer Active Members' Benefit Law, the Active Member shall receive five points for each complete calendar month that such disability remains total and temporary or partial and permanent.

9. Teaching Fire Prevention Classes – 5 points

One point per class for an Active Member who at the direction of the Briarcliff Manor Fire Department and/or the Village of Briarcliff Manor, and for no remuneration, presents a public education class on fire prevention to a school, not-for-profit corporation, or civic organization organized and existing under the laws of this state or authorized to conduct activities in this state.

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EXECUTION

By adoption of resolution _____ of the Village of Briarcliff Manor Board of Trustees, the Village Board hereby authorizes the Mayor to execute this Plan Document on behalf of the Village of Briarcliff Manor.

Mayor

Date

Attested by:

Village Clerk

Date

This document has been prepared for the exclusive use of the Village of Briarcliff Manor as well as Participants (and their beneficiaries) of the Village of Village of Briarcliff Manor Service Award Program. Any reproduction for parties other than those for whom these documents have been prepared is expressly prohibited without prior consent by the Village of Briarcliff Manor.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JANUARY 4, 2017

**4. APPOINT LIEUTENANT BUETI TO PERMANENT STATUS SUBJECT
TO PROBATION**

BE IT RESOLVED that Dominick Bueti is hereby appointed as Police Lieutenant effective January 5, 2017 with a salary of \$130,000.00.