



**AGENDA**  
**APRIL 5, 2017**  
**BOARD OF TRUSTEES**  
**VILLAGE OF BRIARCLIFF MANOR, NEW YORK**  
**REGULAR MEETING – 8:00 PM**

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1. Public Hearing Fiscal Year 2017-2018 Tentative Budget (to be continued to April 19th)

**Board of Trustees Announcements**

**Village Managers Report – 8 Month FY 16-17 Budget Report**

**Public Comments**

2. Cabaret License for Chatterbox 54 (1201 Pleasantville Road)
3. Fire Department Service Awards Program for 2016
4. Authorize Village Manager to Execute an Agreement with Westchester County for Prisoner Transportation
5. Award of Bid – Municipal Building Video Surveillance System Upgrade
6. Minutes

**NEXT REGULAR BOARD OF TRUSTEES MEETING – APRIL 19, 2017**

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
APRIL 5, 2017

**1. PUBLIC HEARING FOR FISCAL YEAR 2017-2018 TENTATIVE  
BUDGET**

BE IT RESOLVED, that the Board of Trustees does hereby adjourn the Public Hearing for the Fiscal Year 2017-2018 Tentative Budget to Wednesday, April 19, 2017 at 8:00pm.

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
APRIL 5, 2017

**2. CABARET LICENSE – CHATTERBOX 54 (1201 PLEASANTVILLE ROAD)**

WHEREAS, a duly completed and executed application and the requisite fee for a Class A Cabaret License was filed with the Village Clerk by Joseph Pandolfo (the Applicant) for Chatterbox 54 located at 1201 Pleasantville Road (the “Premises”) pursuant to Chapter 97 of the Code of the Village of Briarcliff Manor; and

WHEREAS, in accordance with Chapter 97, the Village Clerk referred the application to the Chief of Police, Building Inspector, and Chief of the Fire Department for investigation; and

WHEREAS, the application together with reports from the Police Department, Building Department and Fire Department was submitted to the Board of Trustees; and

WHEREAS, the Applicant has agreed to comply with Chapter 97 of the Code of the Village of Briarcliff Manor in its entirety as well as the conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees does hereby grant and approve a Class A Cabaret License to Joseph Pandolfo for Chatterbox 54 located at 1201 Pleasantville Road;

BE IT FURTHER RESOLVED that such License is strictly conditioned upon Applicant’s compliance with and operation of the Premises in accordance with Chapter 97 of the Village Code of the Village of Briarcliff Manor in its entirety; and

BE IT FURTHER RESOLVED that such License is strictly conditioned on the following express conditions:

- All activities at the Premises shall comply with the Village’s Noise Ordinance (Village Code Chapter 146).
- A sign stating the occupancy limits of the Premises shall be posted.
- Tables and chairs that are removed or relocated for purposes of utilizing the License shall be stored in an approved location on the Premises and shall not block or impede any means of egress.

- Both front doors of the Premises shall be fully accessible from both sides of the Premises and shall not be blocked or access thereto otherwise impeded by persons or property or other hazards.
- All powered electrical equipment will be plugged directly into an outlet; there will be no extension cords or power strips used on the Premises.
- The fire alarm system for the Premises will be fully operational at all times.

BE IT FURTHER RESOLVED that such License shall expire on December 31, 2017, and if Applicant should wish to renew said License in accordance with Section 97-6 of the Code of the Village of Briarcliff Manor, an application to renew the License with the requisite fee shall be submitted to the Village Clerk by no later than September 30, 2017.

Application for a Class A Cabaret License

Dated: 12-29-16

Application is hereby made to the Board of Trustees of the Village of Briarcliff Manor, New York, for the issuance of a Cabaret License as required under Local Law 2-1984 of the Village of Briarcliff Manor as per detailed statement described herein.

1. Location of establishment: 1201 Pleasantville Rd.

2. Village Tax Map designation, Section \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Zone \_\_\_\_\_

3. Name of Applicant: Joseph PANDOLFO

Legal Address: 31 Schuylkill Rd Tel. No.: 914 760-1124

4. If partnership, state name, legal address, telephone number of all persons having an interest in the business:  
NO LLC

5. Please indicate the type of Cabaret:
- Where the primary business of the cabaret is service of full course meals and also provides either musicians or music produced mechanically, but not both, with no dancing.
  - Where the primary business of the cabaret is service of full course meals and also provides both musicians and music produced mechanically with no dancing.
  - Where the primary business of the cabaret is service of full course meals and also provides both musicians or music produced mechanically and dancing is permitted.
  - Where the primary purpose of the cabaret is provision of music produced mechanically or by musicians for dancing by patrons and no food is served or the service of food is limited.
  - Where the primary purpose of the cabaret is the provision of music produced mechanically or by musicians with no dancing permitted and no food is served or the service of food is limited

6. Fee \$ 100 (According to Master Fee Schedule)

[Signature]  
Signature of Applicant  
President  
Title

Sworn to before me this 29 5<sup>th</sup>  
Day of December, 20 16  
January

[Signature]  
Notary Public

Chapter 97 of the Code of the Village of Briarcliff Manor

CABARET LICENSE REPORT

NAME OF ESTABLISHMENT \_\_\_\_\_ TEL NO. \_\_\_\_\_

LOCATION \_\_\_\_\_

APPLICANT \_\_\_\_\_ TEL NO. \_\_\_\_\_

1. POLICE DEPARTMENT REPORT

2. FIRE CHIEF REPORT

3. BUILDING DEPARTMENT REPORT

Village of Briarcliff Manor, NY  
Thursday, February 2, 2017

## Chapter 97. Cabarets

[HISTORY: Adopted by the Board of Trustees of the Village of Briarcliff Manor 1-19-1984 by L.L. No. 2-1984. Amendments noted where applicable.]

### § 97-1. Purpose.

This chapter shall be deemed an exercise of the police power of the State of New York and of the Village of Briarcliff Manor for the protection of the economic and social welfare, health, peace and morals of the people of the Village of Briarcliff Manor, and all its provisions shall be liberally construed for the accomplishment of that purpose.

### § 97-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

#### **CABARET**

Any place of public resort, restaurant, accommodation, assemblage or amusement operated for gain or profit where live or mechanically reproduced music is provided with or without dancing or where for gain or profit any floor show or similar live entertainment is provided. Cabarets shall be divided into classes as follows:

- A. Where the primary business of the cabaret is service of full course meals and also provides either musicians or music produced mechanically, but not both, with no dancing.
- B. Where the primary business of the cabaret is service of full course meals and also provides both musicians and music produced mechanically with no dancing.
- C. Where the primary business of the cabaret is service of full course meals and also provides both musicians or music produced mechanically and dancing is permitted.
- D. Where the primary purpose of the cabaret is provision of music produced mechanically or by musicians for dancing by patrons and no food is served or the service of food is limited.
- E. Where the primary purpose of the cabaret is the provision of music produced mechanically or by musicians with no dancing permitted and no food is served or the service of food is limited.

#### **EMPLOYEE**

A person employed in any capacity or title in connection with a cabaret, including the licensee and any and all persons responsible for the control or management thereof. It shall also include a concessionaire and each person employed by such concessionaire.

#### **PERSON**

Includes natural persons of either sex, firms, partnerships and corporations, whether acting by themselves or by servant, agent or employee. The singular number shall include the plural, and the masculine pronoun shall include the feminine.

**PREMISES**

The cabaret licensed hereunder, including any contiguous parking areas.

**SAFETY OFFICER**

The same as the definition of the term "police officer" as presently contained in § 1.20, Subdivision 34, of the Code of Criminal Procedure Law of the State of New York, or as it may hereafter be amended. For the purpose of this chapter, the Building Inspector, Fire Chief, First Assistant Chief and Second Assistant Chief of the Village of Briarcliff Manor shall be included in this term.

### § 97-3. License required.

No person shall conduct, manage or operate a cabaret, as defined herein, unless such person shall have a valid and subsisting license so to do, obtained in the manner herein provided.

### § 97-4. Application for license.

A person desiring to obtain a cabaret license shall apply to the Board of Trustees of the Village of Briarcliff Manor for such license and shall make such application in writing in such form as may be prescribed from time to time by said Board of Trustees, furnishing under oath such information as the Board of Trustees may require from time to time, including the nature of the operation and of the entertainment and refreshments to be furnished, a description of the premises and facilities to be employed in connection with such operation, the identity of the applicant or other person to own and operate the cabaret and anyone associated with such person either as partner, officer, director, stockholder or by having a direct or indirect proprietary interest, and such other information as the Board of Trustees may from time to time require. Such written application shall be filed with the Village Clerk, who shall refer it to the Chief of Police, Building Inspector, and Chief of the Fire Department for an investigation, and shall submit the application together with the report of the Chief of Police, Building Inspector, and Chief of the Fire Department to the Board of Trustees when the Village Clerk has confirmed that the application contains all of the required information and the report of the Chief of Police, Building Inspector and Fire Department Chief upon such investigation has been received. Such submission shall be made within 30 days from the date of the application.

### § 97-5. Granting or denial of license.

The Board of Trustees may deny an application or impose terms or conditions, including hours of operation, in granting a cabaret license if it deems such denial or such terms and conditions proper to protect the health, safety and welfare of the residents of the Village of Briarcliff Manor or of the persons attending such cabaret. No license shall be granted in the event that the applicant or anyone who is associated with the applicant either as a partner, officer, director, stockholder or a person who holds a direct or indirect proprietary interest has been, within one year preceding the date of the application, convicted of violating any law relating to the sale of intoxicating alcoholic beverages or controlled substances, or any law relating to public morality and decency, nor unless all of such persons are of good moral character, nor if the premises do not comply with laws and regulations concerning safety. Before any such application for a license is refused, the applicant shall, upon written request, have an opportunity for a hearing before the Board of Trustees and in the event of a refusal after such hearing, the Board of Trustees shall provide the applicant its reason for such refusal. No applicant to whom a



license has been so refused shall be entitled to make another application until a period of at least one year has elapsed since the last refusal, unless such applicant can show that the reason for such refusal no longer exists.

## § 97-6. License fee; duration; renewal.

- A. The fee for the issuance of a cabaret license shall be as set forth by resolution of the Village Board of Trustees in the Master Fee Schedule, which may be amended; provided that if a license is granted after the first of July of any year the license fee shall be 50% of such fee for the remainder of said year.<sup>[1]</sup>

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

- B. All such licenses shall expire on December 31 next following their issue. In order to obtain a renewal of such license, the licensee must reapply by September 30 of the year of expiration on the same form as the original application. The application shall be processed in accordance with §§ 97-4 and 97-5 hereof as if the renewal application was an original. If the Board of Trustees is unable to make a determination as to approval or disapproval of the renewal by December 31, the Board of Trustees may grant a one-month extension license (temporary) while it considers the merits of such application. The fee shall be at 1/12 of the annual fee. The Board of Trustees may not grant more than three such extensions to the same applicant for the same year. If the Board of Trustees has not acted on the renewal by March 31, then the renewal application shall be deemed disapproved. A license shall not be transferable, and shall not authorize the licensee to conduct a cabaret at any location other than that specified in the license.

## § 97-7. Revocation of license.

The Board of Trustees reserves the power to revoke any cabaret license at any time where the same was procured by fraud or false representation of fact or for the violation of or failure to comply with any of the terms and conditions upon which the license was granted or in the event that after the granting of the license the licensee or any person associated with the licensee as a partner, officer, director, stockholder, or having a direct or indirect proprietary interest, shall have been convicted of any law relating to the sale of intoxicating alcoholic beverages or controlled substances, or any law relating to public morality and decency, or for a cause which would justify the denial of a license if the facts on which the cause is based were not before the Board of Trustees when the license was granted. Before revoking any such license, the Board of Trustees shall give the licensee a written notice setting forth the reason for such revocation and shall give the licensee an opportunity to be heard at a public hearing called for that purpose not less than 10 days after the aforesaid written notice has been mailed to the licensee.

## § 97-8. Prohibition against employment of certain persons.

It shall be unlawful for the owner, proprietor, manager or person in charge of any cabaret license hereunder to employ as an entertainer in such place any person who is not at least 18 years of age or who has been convicted of any crime involving moral turpitude.

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

## § 97-9. Access to cabarets by safety officers.

It shall be unlawful for the owner, proprietor, manager or person in charge of any cabaret licensed hereunder to refuse admission to any safety officer of the Village, town, county, state or United States government. Said officers shall have free access at all times to any cabaret licensed hereunder.

### **§ 97-10. Prohibition against admittance of certain persons.**

It shall be unlawful for the owner, proprietor, manager or person in charge of any cabaret licensed hereunder, or for any employee of such cabaret, to harbor, admit, receive or permit to be or remain in and about any such cabaret, any lewd or dissolute person, any common prostitute, any drunken or boisterous person, or any person under the influence of intoxicating alcoholic beverages or controlled substances or any person whose conduct tends in any way to corrupt the public morals.

### **§ 97-11. Certain persons not to remain.**

It shall be unlawful for any lewd or dissolute person, any common prostitute, any drunken or boisterous person, or any person under the influence of intoxicating alcoholic beverages or controlled substances or any person whose conduct tends in any way to corrupt the public morals, to be in or remain in or about any cabaret licensed hereunder or the premises, after being notified by the management or a safety officer to leave the premises.

### **§ 97-12. Unlawful conduct.**

It shall be unlawful for any person to conduct himself in a boisterous manner, to create any loud and unnecessary noise, or to use any profane, obscene or indecent language in or about any cabaret licensed hereunder, or in the hallway(s) or at the entrance(s) or exit(s) thereof, or the premises.

### **§ 97-13. Solicitation prohibited.**

No person owning, managing, operating or conducting a cabaret shall allow or permit any person employed by him in any capacity during the hours of his employment to approach or accost any guest or patron to dance with or have refreshments with such employee as aforesaid, or for any immoral purpose whatever, nor shall any person in the premises of a cabaret approach or accost any employee of the cabaret during the hours of his employment for the purpose of inducing such employee to dance with or have refreshments with such person, or for any amoral purpose whatsoever.

### **§ 97-14. Boxes or booths restricted.**

It shall be unlawful for any cabaret to have, permit or maintain any boxes or booths closed by any door, screen, curtain or other device. It shall be unlawful for any cabaret to have, permit or maintain any box or booth with an entrance thereto in any side other than the side which faces the center of the main room.

### **§ 97-15. Prohibition against noisy or riotous conduct.**

It shall be unlawful for the owner, proprietor, manager or person in charge of any cabaret licensed hereunder to provide or permit, in any cabaret, any entertainment, live or amplified by a mechanical device of such an intensity, character and duration to disturb the peace and tranquillity of the residents

of the Village of Briarcliff Manor. It shall be unlawful for the owner, proprietor, manager or person in charge of any cabaret licensed hereunder to permit any disorderly, noisy, riotous or tumultuous conduct anywhere upon the premises.

### **§ 97-16. Restriction on exposure.**

No female person shall be permitted to appear, for the purpose of entertainment, in any cabaret with breasts uncovered or so thinly covered or draped as to permit one to see through same, and no person shall be permitted to appear, for the purpose of entertainment, in any cabaret with the genital or buttocks area exposed or so thinly covered or draped as to permit one to see through such covering or drape.

### **§ 97-17. Entrances, exits and lighting.**

All entrances and exits in any cabaret shall remain unlocked while there are patrons or guests in the premises, and all such exits shall be clearly marked. During the period that a cabaret is occupied by patrons or guests, it shall be illuminated by sufficient natural or artificial light to permit a person to read in any part thereof nine-point print of the kind generally used in the average daily newspaper. The Fire Chief, First Assistant Chief or Second Assistant Chief will fully inspect each cabaret to insure fire safety in all aspects.

### **§ 97-18. Maximum number of patrons.**

Before the issuance of a cabaret license hereunder, the Board of Trustees shall determine with the aid of the Building Inspector and the Fire Chief the maximum number of patrons safely permitted upon the licensed premises at one time in order to prevent overcrowding and the resultant hazards to health and safety. Such maximum number so determined shall be stated on said license, and it shall be unlawful for the owner, proprietor, manager or person in charge of any cabaret licensed hereunder to allow or permit more patrons or guests than the number stated on said license. Such inspection shall also determine whether the licensed premises has sufficient room for dancing.

### **§ 97-19. Prices, charges and time limits.**

Before a patron or guest is served in any cabaret licensed hereunder, he is to be furnished with a clearly printed menu itemizing the prices charged for food and beverages. If there be an extra or additional charge for a particular space or table, the patron or guest must be advised accordingly before being seated. If a licensee advertises his business through any medium and reference is made in the advertisement to a price or prices, to a charge or charges, or to the absence of a certain charge or charges, such advertisement must accurately and clearly indicate whether there are any variations in the price or prices depending upon the time of day or evening, or any cover, placement, location or minimum charge. If there is a time limit on a table reserved or otherwise, the patron or guest must be notified before being seated.

### **§ 97-20. Intoxicating alcoholic beverages or controlled substances.**

It shall be unlawful for any person to bring into or have in his or her possession or partake of any intoxicating alcoholic beverages, including beer and wine, or controlled substances, at any place designated in this chapter as a cabaret or premises. This shall not apply to intoxicating alcoholic beverages lawfully sold in the cabaret under the provisions of the Alcoholic Beverage Control Law of New York State.

### **§ 97-21. Posting of license.**

The cabaret license issued hereunder shall be securely posted in a conspicuous place at the main entrance to such cabaret.

### **§ 97-22. Exemptions.**

This chapter shall not apply to any place of business or establishment not considered as a "cabaret" as defined in § 97-2 herein which may permit dancing on separate occasions in connection with any exclusively private wedding, birthday, society, association, religious, charitable, educational or governmental dinner, event or affair wherein the entertainment is provided and paid for by a single sponsor. The Board of Trustees, upon written application, may waive the requirements of this chapter for any religious, charitable, educational or governmental corporation or institution.

### **§ 97-23. Compliance with other laws.**

The licensee, and all officers, directors, stockholders, agents, employees and concessionaires of such licensee, shall at all times strictly and promptly conform to and comply with all laws, provisions, rules, regulations and requirements of all federal, state and municipal authorities and agencies having jurisdiction with respect to the premises and the conduct and operation of the licensed business therein and thereat, now in force or hereafter adopted during any license period.

### **§ 97-24. Penalties for offenses.**

Any person violating any provision of this chapter shall upon conviction be punished by a fine of not more than \$250.

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

### **§ 97-25. Repealer.**

Local Law No. 1-1971, previously enacted on January 21, 1971, and Local Law No. 1-1977, previously enacted on January 6, 1977, are hereby repealed.

## Christine Dennett

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**From:** dlr658 . <dlr658@gmail.com>  
**Sent:** Wednesday, February 22, 2017 3:14 PM  
**To:** Christine Dennett  
**Cc:** Donald Gorey; Engineer; Philip Zegarelli; Maria Pascetta; robert m garcia; P Fulfree  
**Subject:** Re: Cabaret License

From the FD:

Will the occupancy maximum be different during events?

Where will extra/excess furniture be stored during events?

Is there sufficient outlets & power in the proposed location in the restaurant to minimize the use of extension cords for musical equipment.

And of course, both front door's must be accessible from both sides of the restaurant at all times and not blocked by any musicians or equipment, as there is no rear emergency exit on those premise.

On Thu, Feb 2, 2017 at 2:07 PM, Christine Dennett <[cdennett@briarcliffmanor.org](mailto:cdennett@briarcliffmanor.org)> wrote:

Please see the attached and send me your report for the premises as soon as possible. Chatterbox is proposing to do karaoke on Thursday nights. I've attached the report form and local law for your use. Thank you.

Regards,

Christine Dennett

Village Clerk

Village of Briarcliff Manor

1111 Pleasantville Road

Briarcliff Manor, New York 10510

T: [914-941-4801](tel:914-941-4801)

F: [914-941-4837](tel:914-941-4837)

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**From:** Canon iR Adv. C5250 [mailto:[administrator@briarcliffmanor.org](mailto:administrator@briarcliffmanor.org)]

**Sent:** Thursday, February 02, 2017 1:59 PM

**To:** Christine Dennett

**Subject:** Attached Image

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Dennis Reilly  
Chief  
Briarcliff Manor Fire Department  
1111 Pleasantville Road  
Briarcliff Manor, New York 10510  
[dlr658@gmail.com](mailto:dlr658@gmail.com)  
[fdchief@briarcliffmanor.org](mailto:fdchief@briarcliffmanor.org)  
Cell: (914) 469 - 4565  
Firehouse: (914) 941 - 4440  
Emergency: DIAL 911 or (914) 941-4646

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To: [cdennett@briarcliffmanor.org](mailto:cdennett@briarcliffmanor.org)

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## Christine Dennett

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**From:** Donald Gorey  
**Sent:** Thursday, February 23, 2017 9:19 AM  
**To:** Christine Dennett  
**Subject:** RE: Cabaret License

PD concern will be the noise level. Have already received complaints of noise just for a small speaker when the doors are open. What device will be used to determine the allowable noise level ?

**om:** Christine Dennett  
**Sent:** Thursday, February 02, 2017 2:07 PM  
**To:** Donald Gorey; dlr658 .; Engineer  
**Cc:** Philip Zegarelli; Maria Pascetta  
**Subject:** Cabaret License

Please see the attached and send me your report for the premises as soon as possible. Chatterbox is proposing to do karaoke on Thursday nights. I've attached the report form and local law for your use. Thank you.

Regards,  
Christine Dennett  
Village Clerk

Village of Briarcliff Manor  
1111 Pleasantville Road  
Briarcliff Manor, New York 10510  
T: 914-941-4801  
F: 914-941-4837

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**From:** Canon iR Adv. C5250 [<mailto:administrator@briarcliffmanor.org>]  
**Sent:** Thursday, February 02, 2017 1:59 PM  
**To:** Christine Dennett  
**Subject:** Attached Image

## Christine Dennett

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**From:** Tom Glass  
**Sent:** Friday, March 17, 2017 9:50 AM  
**To:** Christine Dennett  
**Subject:** Cabaret License

Christine,

In regards to the Cabaret License for the Chatterbox Restaurant, located at 1201 Pleasantville Road, I spoke to the owner, Joe Pandolfo regarding the concerns of the Building Department, Police Department (PD), and Fire Department (FD) here is what he has agreed to do:

Noise issues - Mr. Pandolfo has agreed to comply with all laws regarding noise.

Occupancy - Occupancy sign shall be posted.

Storage - Tables and chairs removed will be stored in an approved location on site as not to block ANY means of egress.

Extension cords - All powered electrical equipment will be plugged directly into an outlet. There will be no extension cords or power strips used.

Means of Egress - The front doors of the establishment will not be blocked in any way, able to open without any hazards.

Fire Alarm - Fire alarm will be fully operational at all times.

Mr. Pandolfo has agreed to comply with Chapter 97 of the Village of Briarcliff Manor Code.

Thanks,  
Thomas Glass  
Code Enforcement Officer  
Village of Briarcliff Manor NY  
[Tglass@briarcliffmanor.org](mailto:Tglass@briarcliffmanor.org)  
914-944-2770



VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
APRIL 5, 2017

**3. FIRE DEPARTMENT SERVICE AWARDS PROGRAM**

BE IT RESOLVED, that the Volunteer Firefighter Service Award Program list for all 2016 active firefighters of the Briarcliff Manor Fire Company, the Briarcliff Manor Hook, Ladder & Fire Company and the Scarborough Engine Company is hereby approved.

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

2016 Service Award Program Firefighter Records

Village of Briarcliff Manor Service Award Program

Briarcliff Manor Hook, Ladder & Fire Company

	Last name	First name	Accrued Service Credit	2016 Points Earned
1	Allen	John	3	<u>0</u>
2	Assatly	Charles	3	<u>0</u>
3	Bishop	Nigel	2	<u>0</u>
4	Caufield	Sean	1	<u>0</u>
5	Cerrone	Frank	19	<u>51</u>
6	Code	Howard	25	<u>59</u>
7	Cohen	David	1	<u>0</u>
8	Deem	Michael	5	<u>0</u>
9	DeRose, Jr.	Cesare	1	<u>0</u>
10	DeRose, Sr.	Cesare	18	<u>62</u>
11	Donati	Daniel	12	<u>63</u>
12	Fink	Marc	1	<u>19</u>
13	Flihan	Peter	11	<u>63</u>
14	Frankie	Thomas	1	<u>0</u>
15	Fridakis	Stephen	2	<u>0</u>
16	Gasperini	Peter	1	<u>27</u>
17	Goldheim	Jonathan	1	<u>0</u>
18	Goodkin	Alan	4	<u>23</u>
19	Gutzmann	James	5	<u>83</u>
20	Herrero	Jose	3	<u>0</u>

2016 Service Award Program Firefighter Records

Village of Briarcliff Manor Service Award Program

Briarcliff Manor Hook, Ladder & Fire Company

Last name	First name	Accrued Service Credit	2016 Points Earned
21 Hertz	Paul	6	<u>18</u>
22 Holland	Timothy	7	<u>0</u>
23 Honnegger, Jr.	William	1	<u>0</u>
24 Hunt	Kevin	10	<u>135</u>
25 Hunt	Lars	1	<u>0</u>
26 Isaac	Daniel	2	<u>7</u>
27 Jackson	Christopher	4	<u>0</u>
28 Jackson	Edward	21	<u>29</u>
29 Karlik	Anthony	10	<u>29</u>
30 Kaufman	Anthony	14	<u>98</u>
31 King	Michael	17	<u>79</u>
32 Lalak	Christopher	7	<u>0</u>
33 Lane	Christopher	6	<u>0</u>
34 Martin	Robert	15	<u>13</u>
35 Mason	Andrew	1	<u>0</u>
36 Melnychuk, Jr.	Wasył	6	<u>10</u>
37 Millner	Daniel	2	<u>46</u>
38 Minkoff	Robert	5	<u>24</u>
39 Molinelli	Michael	15	<u>75</u>
40 Nadler	Eric	2	<u>52</u>

2016 Service Award Program Firefighter Records

Village of Briarcliff Manor Service Award Program

Briarcliff Manor Hook, Ladder & Fire Company

Last name	First name	Accrued Service Credit	2016 Points Earned
41 O'Donnell	James	10	<u>66</u>
42 O'Hanlon, Jr.	Robert	15	<u>100</u>
43 Papsen	Deborah	2	<u>41</u>
44 Sherman	Keith	1	<u>13</u>
45 Splitgerber	Daniel	3	<u>32</u>
46 Torres	Paul	3	<u>80</u>
47 Ventura	Alexander	15	<u>0</u>
48 Waldock	Wade	1	<u>0</u>
49 Weintraub	Steven	2	<u>29</u>
50 Wickey	Andrew	5	<u>33</u>
51 Wolfson	David	11	<u>28</u>
52 Bauer	William	25	<u>83</u>
53 Bifano	Eugene	8	<u>0</u>
54 Boyle	Bernard	5	<u>50</u>
55 Cerrone	Robert	26	<u>72</u>
56 Colby	Fred	23	<u>0</u>
57 DeAngelis, Sr.	John	6	<u>0</u>
58 DeCruise	James	6	<u>0</u>
59 Delton	David	1	<u>0</u>
60 Donaldson	Eugene	16	<u>0</u>

2016 Service Award Program Firefighter Records

Village of Briarcliff Manor Service Award Program

Briarcliff Manor Hook, Ladder & Fire Company

Last name	First name	Accrued Service Credit	2016 Points Earned
61 Jackson	Thomas "Char"	11	<u>0</u>
62 Kowack	William	17	<u>0</u>
63 Lalak	Joseph	19	<u>61</u>
64 Liapunov	Sviatoslav	7	<u>0</u>
65 Oppenheimer	Martin	6	<u>0</u>
66 Reyes	Hector	11	<u>0</u>
67 Schultz	Stephen	10	<u>44</u>
68 Stark	Peter	6	<u>0</u>
69 Sullivan	George	6	<u>0</u>
70 Ventura	William	23	<u>0</u>
71 Wild	William	14	<u>0</u>
72 Wolfe	Larry	6	<u>0</u>



2016 Service Award Program Firefighter Records

Village of Briarcliff Manor Service Award Program

Briarcliff Manor Fire Company

	<u>Last name</u>	<u>First name</u>	<u>Accrued Service Credit</u>	<u>2016 Points Earned</u>
1	Alecci	Dominick	15	<u>0</u>
2	Bennett	Shaun	5	<u>0</u>
3	Blevins	Jason	6	<u>0</u>
4	Brandt	Matthew	1	<u>0</u>
5	Brunner	Christopher	7	<u>0</u>
6	Buckle	Oliver	2	<u>0</u>
7	Cacciola	Douglas	18	<u>79</u>
8	Caruso	Kate	2	<u>0</u>
9	Caruso	Vincent	9	<u>99</u>
10	Cascone	Jason	4	<u>0</u>
11	Caulfield	Cole	3	<u>0</u>
12	Cocozza	Russell	2	<u>84</u>
13	Crawford	Jason	13	<u>61</u>
14	Cronin	Matthew	2	<u>0</u>
15	Crosswell	Rachel	1	<u>0</u>
16	Dubac	Eric	10	<u>80</u>
17	Farrington	Thomas	23	<u>64</u>
18	Fleischman	Alan	25	<u>79</u>
19	Friedel	Thomas	2	<u>0</u>
20	Fulfree	Gregory	4	<u>0</u>

2016 Service Award Program Firefighter Records

Village of Briarcliff Manor Service Award Program

Briarcliff Manor Fire Company

	Last name	First name	Accrued Service Credit	2016 Points Earned
21	Fulfree	Peter	10	93
22	Gallagher	Martin	26	0
23	Gallagher	Peter	5	42
24	Garcia	Robert	9	109
25	Gullo	Matthew	11	81
26	Harrison	Eric	2	0
27	Haxhia	Behar	6	52
28	Johnson	Debra	28	89
29	Johnson	William	25	65
30	Kowack	Michelle	7	59
31	LaBruzzo	Carmelo	28	82
32	Lehning	Robert	16	28
33	Leihbacher	Rachel	28	114
34	Lewis	Ryan	1	0
35	Lichter	Justin	1	0
36	Malarchuk	Alex	9	0
37	Marcel	John	12	64
38	McVeigh	Trevor	5	0
39	Miller	Joshua	4	0
40	Motta	Michael	11	50



2016 Service Award Program Firefighter Records

Village of Briarcliff Manor Service Award Program

Briarcliff Manor Fire Company

Last name	First name	Accrued Service Credit	2016 Points Earned
41 Neski	Steven	22	54
42 Norwood	Daniel	3	0
43 Palevic	Sadie	2	94
44 Pastore	Richard	2	10
45 Pugliese	Catherine	11	0
46 Pugliese	Joseph	11	0
47 Racz	George	1	68
48 Reilly	Dennis	14	139
49 Reilly	Kyle	3	0
50 Reilly	Timothy	14	0
51 Reilly, Jr.	Lawrence	28	94
52 Rice	Matthew	3	0
53 Sullivan	Paul	14	0
54 Tani	Masato	6	66
55 Turco	Michael	11	55
56 Uytterlinde	Aire	7	104
57 Veit	Christina	2	69
58 Wall	Edward	2	23
59 Weiner	Carl	18	0
60 Welsh	William	12	62

2016 Service Award Program Firefighter Records

Village of Briarcliff Manor Service Award Program

Briarcliff Manor Fire Company

Last name	First name	Accrued Service Credit	2016 Points Earned
61	Ashar	Dhirendra	12 <u>131</u>
62	Blevins	Robert	8 <u>0</u>
63	Burns	John	7 <u>0</u>
64	Catalfamo	Carmelo	5 <u>0</u>
65	DeAngelis	William	9 <u>0</u>
66	Dorsey	Edward	6 <u>0</u>
67	Engelhardt, Jr.	Martin	6 <u>97</u>
68	Guilmette	Peter	28 <u>109</u>
69	Holowach	Aleck	5 <u>0</u>
70	Kossow	William	17 <u>0</u>
71	Kossow	William	6 <u>0</u>
72	LePage	John	12 <u>0</u>
73	Marell	James	11 <u>0</u> 121
74	Seaman	Peter	6 <u>0</u>
75	Sharman	William	6 <u>0</u>
76	Urban	Linda	19 <u>60</u>
77	White	Jay	28 <u>80</u>
78	Bakker	Joyce	6 <u>0</u>
79	Bakker, Jr.	John	6 <u>0</u>
80	Blevins	Jeanne	6 <u>0</u>

**2016 Service Award Program Firefighter Records**

**Village of Briarcliff Manor Service Award Program**

**Briarcliff Manor Fire Company**

	<b>Last name</b>	<b>First name</b>
81	Gallagher	Lisa
82	Kelly	Edward
83	Kelly	Jennifer
84	Migliore	James
85	Ozzello	Robert
86	Wright	John

<b>Accrued Service Credit</b>	<b>2016 Points Earned</b>	
8	<u>0</u>	
8	<u>0</u>	
6	<u>0</u>	
8	<u>0</u>	
8	<u>0</u>	10
9	<u>0</u>	



2016 Service Award Program Firefighter Records

Village of Briarcliff Man

Scarborough Engine Compai

	Last name	First name
1	Alleva	Adam
2	Alleva	Alexander
3	Avinoam	Elan
4	Avinoam	Tzafrir
5	Bassett	Jeffrey
6	Bassett	Michael
7	Bassett	Thomas
8	Bassett, III	William
9	Bassett, Jr.	Michael
10	Bassett, Jr.	William
11	Calman	Darren
12	Cardoso	Matthew
13	Cardoso	Roger
14	D'Amato	Lori
15	Davidson	Cheryl
16	Dengler	Theobald
17	Esch	David
18	Fisher	Tim
19	Gilbert	Frank
20	Goldman	Matthew

Accrued Service Credit	2016 Points Earned
3	20
11	13
7	0
24	0
10	83
28	50
3	0
7	0
4	0
14	56
7	63
1	0
3	0
5	5
4	
20	82
1	0
22	0
1	0
10	26

2016 Service Award Pr

Village of Briarcliff Mar

Scarborough Engine Comp

	Last name	First name
21	Gustin	Thomas
22	Hannan	Thomas
23	Hautau	Lisette
24	Karbon	Michael
25	Krebsler	Nicholas
26	Lederman	Joan
27	Lederman	Mark
28	Levine	Max
29	Mackintosh	William
30	McCabe, II	William
31	Muro	Jonathan
32	Muro	Matthew
33	Muro	Nick
34	Robson	Scott
35	Saffadi	Mark
36	Sassano	Kenneth
37	Schaeffer	Rochelle
38	Smalley	Caitlin
39	Smalley	Kevin
40	Smalley	Philomena F

	Accrued Service Credit	2016 Points Earned			
	16	<u>0</u>			
	4	<u>56</u>			
	18	<u>10</u>			
	15	<u>0</u>			
	4	<u>0</u>			
	19	<u>144</u>			
	10	<u>40</u>			
	2	<u>66</u>			
	16	<u>0</u>			
	16	<u>0</u>			
	7	<u>60</u>			
	2	<u>0</u>			
	10	<u>15</u>			
	6	<u>18</u>			
	2	<u>0</u>			
	2	<u>127</u>			
	6	<u>0</u>			
	2	<u>0</u>			
	0	<u>0</u>	111 Orchard Road	Briarcliff Manor, NY 10510	Military, Not Eligible
	25	<u>25</u>	36 Meadowbrook Drive	Ossining, NY 10562	Active

2016 Service Award Program Firefighter Records

Scarborough Engine Comp

	Last name	First name
41	Smalley	Sean
42	Smyth-Dengler	Joan
43	Towbin	Mark
44	Truax	Marc
45	Vescio	Steven
46	Bertino	Joseph
47	Geyer	Richard
48	Meade	Peter
49	Rinaldo	Peter
50	Smalley	Stephen
51	Wishnie	Richard

Village of Briarcliff

	Accrued Service Credit	2016 Points Earned
	5	0
	16	72
	1	0
	9	0
	7	51
	5	0
	6	0
	15	0
	6	0
	24	11
	7	0

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
APRIL 5, 2017

**4. AUTHORIZE VILLAGE MANAGER TO EXECUTE AGREEMENT WITH  
WESTCHESTER COUNTY – PRISONER TRANSPORTATION**

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an agreement with Westchester County for Prisoner Transportation for the period from January 1, 2016 through December 31, 2017.





Robert P. Astorino  
County Executive

Department of Correction

Kevin M. Cheverko  
Commissioner

**March 16, 2017**

**Village of Briarcliff Manor  
1111 Pleasantville Road  
Briarcliff Manor, New York 10510**

**Dear Christine Dennett:**

**Please find enclosed an original agreement between the Department of Correction and the Village of Briarcliff Manor for prisoner transportation for the term commencing January 1, 2017 and terminating December 31, 2018.**

**Please fully complete and send back the prisoner transportation agreement to:**

**Westchester County Department of Correction  
P.O. Box 389  
Valhalla, New York 10595  
Attn: Vivian Buettner/Headquarters**

**Please include a copy of an insurance certificate naming Westchester County as additional insured covering this contract. If you are self-insured, please provide a Self-Insured Employers Workers Compensation Form (SI12) which certifies that compensation has been secured.**

**If you have any questions, please do not hesitate to contact me at (914) 231-1336.**

**Very truly yours,**

**Susan Gheevarghese  
Assistant Director, Administrative Services**

SG/vmb  
enclosure

**PRISONER TRANSPORTATION--ZONE RATE**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017

by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereinafter referred to as the "County")

and

**VILLAGE OF BRIARCLIFF MANOR**, a municipality of the State of New York having its office and place of business at 1111 Pleasantville Road, Briarcliff Manor, New York 10510

(hereinafter referred to as the "Municipality")

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law prisoners are required to be transported from local municipalities to the Westchester County Jail in Valhalla, New York; and

WHEREAS, the County and the Municipality agree to cooperate in providing such prisoner transportation.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the County and the Municipality agree as follows:

1. **PRISONER TRANSPORTATION**: Except for prisoners arrested by the Westchester County Department of Public Safety, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction for all prisoners remanded to the Westchester County Jail by court order or required to appear before the local

court within the Municipality. The County will reimburse the Municipality for the actual number of round trips. All municipalities, where possible, shall hold prisoners for one daily trip to the Department of Correction.

2. **REIMBURSEMENT**: The Municipality shall be reimbursed by the County for prisoner transportation services at the rate plus mileage per round trip indicated in the Zone Rate Plan attached hereto as Appendix "A" and made a part hereof. The rate will be paid as follows:

For transportation to County Jail subsequent to arrest - 1 round trip plus mileage;

For Transportation from County Jail to local court; no return - 1 round trip plus mileage;

For Transportation from County Jail to local court; remand to County Jail, where the time expended does not exceed three (3) hours - 2 round trips plus mileage;

Only in the following circumstances will an hourly rate and mileage fee be paid, as an alternative to the zone rate set forth above:

- a. Transportation of female prisoners (1 officer and 1 matron). A minimum of four (4) hours will be reimbursed for a matron; or
- b. Transportation of seven (7) or more prisoners (requiring an additional officer); or
- c. Transportation of prisoners charged with Class A felonies OR classified by Department of Correction as an "A" or "AA" prisoner considered to present danger may warrant (requiring an additional officer); or
- d. Transportation from County Jail to local court and remand to County Jail where time expended exceeds three (3) hours.

In the event that any one of conditions "a" through "d" above are met, then the actual per hour personnel costs incurred by the Municipality will be paid at the hourly wage

and fringe benefit cost as determined in the applicable collective bargaining agreement between the Municipality and the Municipal Police Association for police officers and/or matrons plus a mileage.

Reimbursement for mileage shall be at the rate of fifty-three and a half cents (\$.535) per mile, or at the then current Internal Revenue Service mileage rate, multiplied by the mileage indicated in Appendix "A".

3. **MEALS**: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the municipality's monthly voucher submitted to the Department of Correction.

4. **TERM**: This Agreement shall commence on January 1, 2017 and shall terminate on December 31, 2018. The County may, upon thirty (30) days written notice to the Municipality, terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.

5. **PAYMENT**: Requests for reimbursement shall be submitted by the Municipality on a monthly basis on properly executed County claim forms and paid after approval by the Commissioner of Correction. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department of Correction. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

The total aggregate cost to the County under this Agreement and the agreements with the other municipalities for zone rate prisoner transportation pursuant to the Resolution approved by the Board of Acquisition and Contract on \_\_\_\_\_, 201\_, shall not

exceed \$1,304,811. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account hereof shall be incurred by the County beyond the amount of such monies.

6. **INSURANCE AND INDEMNIFICATION**: All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule "B" of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising directly or indirectly out of the transportation of prisoners for which reimbursement is sought hereunder for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.

7. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

8. **APPLICABLE LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

9. **APPROVALS**: This Agreement is subject to the approval of the Westchester County Board of Legislators, the Westchester County Board of Acquisition and Contract and the governing legislative body of the Municipality.

**IN WITNESS WHEREOF**, the County and the Municipality have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Kevin M. Cheverko  
Commissioner of Correction

By: \_\_\_\_\_  
(Name)  
(Title)

Approved by the Westchester County Board of Legislators by Act No \_\_ – 201\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

Approved by the Board of Acquisition and Contract of the County of Westchester on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

Approved by the \_\_\_\_\_ of the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved as to form and manner of execution:

Approved as to form and manner of execution:

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester  
K/V/dcr/Zone Rate Agmt. 17

\_\_\_\_\_

**MUNICIPALITY'S ACKNOWLEDGEMENT**

STATE OF NEW YORK        )  
  ) ss.:  
COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally came  
\_\_\_\_\_, to me known, and known to me to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
the municipal corporation described in and which executed the within instrument, who being by me  
duly sworn did depose and say that he, the said \_\_\_\_\_ resides at  
\_\_\_\_\_  
and that he is \_\_\_\_\_ of said municipal corporation.

\_\_\_\_\_  
Notary Public        County

CERTIFICATE OF AUTHORITY  
(Municipality)

I, \_\_\_\_\_,  
(Officer other than officer signing contract)  
certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the \_\_\_\_\_  
(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that \_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution \_\_\_\_\_  
of the Municipality,  
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its \_\_\_\_\_  
(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

STATE OF NEW YORK )  
                          ss.:  
COUNTY OF WESTCHESTER)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally came \_\_\_\_\_  
\_\_\_\_\_ whose signature appears above, to me known, and know to be the \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_,  
(title)

the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said \_\_\_\_\_  
resides at \_\_\_\_\_, and that he is  
the \_\_\_\_\_ of said municipal corporation.  
(title)

\_\_\_\_\_  
Notary Public          County





**ZONE #3** (21 - 30 Miles)

Reimbursed Rate Per Round Trip: (1/1/17 – 12/31/17) \$222.99  
(1/1/18 – 12/31/18) \$229.68

Plus mileage reimbursed at \$.535 (or the then current IRS mileage rate) times distance.

Rye Brook, Village	23 Miles
Rye, City	25 Miles
Tuckahoe, Village	25 Miles
Eastchester, Town	25 Miles
Port Chester, Village	28 Miles
Mamaroneck, Village	30 Miles
Pelham, Town	30 Miles

**ZONE #4** (31 - 40 Miles)

Reimbursed Rate Per Round Trip: (1/1/17 – 12/31/17) \$233.17  
(1/1/18 – 12/31/18) \$240.16

Plus mileage reimbursed at \$.535 (or the then current IRS mileage rate) times distance.

Pelham Manor, Village	35 Miles
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## **SCHEDULE "B"**

### **STANDARD INSURANCE PROVISIONS** **(MUNICIPALITY)**

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: [www.wcb.state.ny.us](http://www.wcb.state.ny.us) (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
APRIL 5, 2017

**5. AWARD OF BID – MUNICIPAL BUILDING VIDEO SURVEILLANCE  
SYSTEM UPGRADE**

WHEREAS the Village received 3 bids for the Municipal Building Video Surveillance System Upgrade Project (VM-1617-4); and

NOW, THEREFORE, BE IT RESOLVED that the bid for the Municipal Building Video Surveillance System Upgrade Project (VM-1617-4) is hereby awarded to Securitas Electric Security, Inc., the lowest responsible bidder, with their bid proposal of \$97,600; and

BE IT FURTHER RESOLVED that a budget transfer from Contingency A1990.499 in the amount of \$36,850 to H.3120.201.17226 is hereby authorized; and

BE IT FURTHER RESOLVED that the project will be charged to budget code H.3120.201.17226 in the amount of \$97,600; and

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



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**MEMORANDUM**

March 20, 2017

To: Philip E. Zegarelli – Village Manager  
From: David J. Turiano, P.E.  
Re: **Municipal Building Video Surveillance System Upgrade**  
**VM 1617-4**

Bids were opened on March 7, 2017, at 11:00 a.m. for the above referenced project. Present at the bid opening were David J. Turiano, P.E., and Georgina Gualdino. Three bids were received.

The scope of work includes all labor and materials for the upgrade of the video surveillance system at the Municipal Building in accordance with Plans and Specifications relating to this Project. Included are new cameras and DVR recorders that will both serve the interior and exterior of the Municipal Building, all Occupancies, and the Youth Center. The systems to be installed are identical to the system presently under construction at the Pool Pavilion. As part of the Village's effort to provide video surveillance cameras, system unification is a requirement.

In soliciting the bids, the Village reached out to construction data firms to publish and distribute the public notice. This yielded three plan holders, all of which submitted bids.

<b>Bidder</b>	<b>Bid Amount</b>
Talt Electric	\$117,000.00
PRM Electric, Inc.	\$103,000.00
Securitas Electric Security, Inc.	\$97,600.00

Reference checks on the low bidder were performed. Securitas received a very high recommendation from Charles Sedecca of Jet Blue Airways. Mr. Sedecca stated that Securitas performed massive projects at Jet Blue Airways and advised that they not only completed all of the work in a satisfactory manner, but in some instances did so under budget. They have always been very pleased with their work and have used Securitas for many projects. We also obtained recommendations from Darien Chrostowski of Welsbach Electric Corp and Dapo Adurogbola of Suny State College of Optometry, both of whom highly recommend Securitas Electronic Security, Inc. It became apparent that Securitas is a nationwide security company that provides security services to corporate America as well as local government.

Included within the 16-17 CIP is \$75,000.00 allocated under Budget Code H3120.201.17226 for security cameras. Of this amount \$14,250.00 has been encumbered for the project design, leaving a balance of \$60,750.00. A budget shortfall of \$36,850.00 exists for this project.

Provided that the budget shortfall is addressed, it is my recommendation that the Village award the contract to Securitas Electric Security, Inc., with local offices in Elmsford, New York, in the amount of \$97,600.00.

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