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**AGENDA**  
**FEBRUARY 16, 2017**  
**(THURSDAY)**  
**BOARD OF TRUSTEES**  
**VILLAGE OF BRIARCLIFF MANOR, NEW YORK**  
**REGULAR MEETING – 8:00PM**

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**Board of Trustees Announcements**

**Village Managers Report**

**Public Comments**

1. Library Board Appointments
2. Authorize Village Manager to Execute an Agreement with Westchester County Department of Public Safety and New York State Police - TraCS
3. Resolution to Accept the Donation of Real Property
4. Amendment to Designation of Banks
5. Fire Department Membership - Winters

**THE NEXT REGULAR BOARD OF TRUSTEES MEETING WILL BE  
MARCH 1, 2017 AT 8:00PM**

*Note: may add LOSAP (Trusteeship) to agenda if  
satisfactory to Counsel.*

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
FEBRUARY 16, 2017

**1. LIBRARY BOARD APPOINTMENTS**

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby makes the following appointments:

\_\_\_\_\_ as a member of the Library Board to fill the unexpired term of Marie Pennachio to expire on December 31, 2020.

\_\_\_\_\_ as a member of the Library Board to fill the unexpired term of Hannah Berkowitz to expire on December 31, 2019.

Jeffrey Robins  
Reina Schiffrin  
Javad Shabani  
Allison Shine

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
FEBRUARY 16, 2017

**2. AUTHORIZE VILLAGE MANAGER TO EXECUTE AN AGREEMENT  
WITH WESTCHESTER COUNTY DEPARTMENT OF PUBLIC SAFETY  
AND NEW YORK STATE POLICE**

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute on behalf of the Village a TraCS Use and Dissemination Agreement with the Westchester County Department of Public Safety and the New York State Police for a period of five (5) years upon the execution of the agreement.

**TraCS**  
**USE AND DISSEMINATION AGREEMENT**  
**Between**  
**New York State Police, the County of Westchester Department of Public Safety**  
**hereinafter referred to as the "Lead Agency"**  
**and**  
**Village of Briarcliff Manor Police Department**  
**hereinafter referred to as the "Participating Agency"**

**WHEREAS:**

New York State Police (NYSP), working with the New York State Department of Motor Vehicles (DMV), the Governor's Traffic Safety Committee (GTSC), the Office of Court Administration (OCA) and other state and federal agencies, has developed a system for the electronic capture of ticket and accident report data in a police vehicle environment and the electronic transfer of that data from law enforcement agencies to DMV and courts. The system is called TraCS (Traffic and Criminal Software). Ticket and accident report forms have been developed and other law enforcement forms are planned for the future. DMV and the courts have approved these forms for official use. Data standards for ticket and accident report data have been agreed to between agencies for the electronic transfer of data. NYSP has developed an infrastructure and a limited capacity for local support.

It is the intention of NYSP to provide the TraCS software to any police agency in New York free of charge, based on NYSP support staff availability and the Lead Agency's ability to self-support.

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

1. NYSP agrees to provide the current version of TraCS software (includes ticket, accident report and associated forms) to the Lead Agency at no cost to the Lead Agency.
2. This Agreement will become effective upon proper execution and will remain in effect for a period of five (5) years, unless sooner terminated in accordance with the provisions of this Agreement.
3. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
4. Each agency agrees:  
Maintenance  
To maintain all parts of the TraCS System under their control. The portion of the system "under agency control" includes:
  - The hardware and operating system associated with the in-vehicle equipment
  - The hardware and operating system associated with the in-station TraCS computer.
  - Backup & restoration of all system and production ticket and/or accident report data.

“Maintenance” generally means support, upkeep, repair and periodic duplication or “back-up” of records in order to safeguard the data. The Lead Agency will take reasonable measures to prevent or correct system trouble with any portion of the system “under their control”. If the Lead Agency determines any system trouble to be under NYSP control, it will notify and work with the proper NYSP representative.

5. The Participating Agency agrees:

1. This agreement is only for the use of TraCS by the Participating Agency. TraCS software will not be distributed beyond the Participating Agency without written approval from NYSP.
2. To abide by the provisions of the TraCS Users Agreement included in Appendix A.
3. To not alter the form(s) and TraCS database in any way without express written approval from NYSP and DMV.
4. To not introduce custom system enhancements during the Participating Agency implementation.
5. To contact the Lead Agency for all assistance with the implementation and use of the TraCS software.
6. To support reports, queries, ticket logs and any other analysis of the ticket data.
7. To coordinate the use of TraCS with local courts. However, the State Police will coordinate the assistance and response of OCA (Office of Court Administration) and DMV personnel to attend these meetings.
8. The TraCS system will be used for data entry and the electronic transfer of ticket data to and/or from DMV and the courts and the printing of ticket forms where courts are not yet online to receive electronic data.
9. Whereas a court is not yet able to accept electronic ticket data, to be responsible for printing and forwarding ticket copies to the appropriate court unless arrangements are made with individual agencies to print their own tickets and forward them to courts not yet ready to receive electronic data.
10. To supply equipment for use with the TraCS system, with the exception of any NYSP participation in the area. NYSP agrees that all NYSP equipment will be purchased, installed and supported by NYSP unless equipment is purchased by an entity for use by all agencies within a county or region.
11. To manage, support and ensure security is properly implemented within TraCS.

6. NYSP agrees:

1. To review, prioritize and schedule change requests for inclusion in future software releases. Change requests for “bug” fixes, system enhancements, form enhancements and routine change requests such as court address changes shall be directed to NYSP. Any enhancement that requires funding will be the responsibility of the Lead Agency to obtain the necessary financing and if the enhancement benefits multiple agencies, then the State Police will attempt to also obtain funding. No matter where funding comes from, NYSP and /or its contractors will make all changes to TraCS. Once TraCS begins statewide rollout, a TraCS steering committee shall be formed to prioritize TraCS enhancements, functionality requests, issues, etc.

2. Whereas each agency will have the opportunity to participate in the electronic transfer of data, via the NYSPIN infrastructure, to a gateway server in Albany (NYSP). This data will then be transferred to DOT, DMV, OCA, etc. for processing.
  
7. Both parties agree:
  1. To develop a process for forms development by New York State agencies.
  2. Representatives on the TraCS steering committee shall only be from agencies that have signed this agreement.
  3. NYSP is the sole contractor and sole contact agency with Technology Enterprise Group, approved vendor of the TraCS system.
  4. NYSP is the sole contractor with the Center for Transportation Research and Education at Iowa State University, approved vender of the CTRE Location Tool used in the TraCS system.
  5. The term of this Agreement shall commence upon execution thereof and continue for a period of five (5) years thereafter.
  6. The Lead Agency and/or the Participating Agency may terminate this Agreement at any time by giving the NYSP reasonable advance notice.

**IN WITNESS WHEREOF**, the Participating Agency, the Lead Agency and the NYSP have executed this Agreement in triplicate:

**Participating Agency:** Village of Briarcliff Manor Police Department

By: \_\_\_\_\_ (sign name and title)  
(Print name and title)

**Lead Agency:** Westchester County Department of Public Safety

By: \_\_\_\_\_ (sign name and title)  
George N. Longworth, Commissioner-Sheriff

**New York State Police**

By: \_\_\_\_\_ (sign name and title)  
(Print name and title)

**MUNICIPALITY'S ACKNOWLEDGMENT**

STATE OF NEW YORK            )

  ) ss.:

COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she is 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/she executed the same in his/her capacity, and that by his/her signature(s) on the instrument, the municipal corporation executed the instrument.

\_\_\_\_\_  
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 and 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, and that said  
(Title of such person),

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

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 \_\_\_\_\_ 20\_\_, before me, the undersigned, personally  
appeared \_\_\_\_\_, personally known to me or proved to me on the  
basis of satisfactory evidence to be the individual whose name is subscribed to the above  
certificate and acknowledged to me that he/she executed the above certificate in his/her capacity  
as \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Municipality)  
the municipal corporation described in and which executed the within instrument.

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



## 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.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 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.

Name of Contractor: \_\_\_\_\_

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

*A potential County contractor must complete this form as part of the proposed County contract.*

1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_  
\_\_\_\_\_

2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_  
\_\_\_\_\_

3.) Do any County officers or employees have an **interest**<sup>1</sup> in the Contractor or in any approved subcontractor that will be used for this contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_  
\_\_\_\_\_

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
FEBRUARY 16, 2017

**3. RESOLUTION TO ACCEPT THE DONATION OF REAL PROPERTY**

WHEREAS, Michael Salwen, Nancy Salwen, Judith Salwen and Elizabeth Stahl (collectively, "Owners"), are the owners of certain vacant real property located at Cedar Drive, in the Village of Briarcliff Manor, which is approximately 0.869 acres, and which is shown on the tax map of the Town of Ossining as Section 105.10, Block 2, Lot 58, and which real property is more particularly described on Exhibit A annexed to and made a part of this resolution (the "Property"); and; and

WHEREAS, the Owners wish to donate said Property to the Village of Briarcliff Manor, and

WHEREAS, after a review and inspection of the Property and after obtaining a title report on and survey of the Property, the Village Board wishes to accept said donation of the Property.

NOW THEREFORE, BE IT

RESOLVED, that the Village Board of Trustees hereby accepts, with gratitude, the donation of the Property; and it is further

RESOLVED, that this acceptance of the Property is without any commitment as to the dedication and use of the Property for any particular purpose; and

RESOLVED, that such acceptance is subject to Owners' delivery of the Property free from any and all fees, costs, liens and encumbrances to the satisfaction of Village Counsel and the Village Manager; and be it further

RESOLVED, that the Village Manager be and is hereby authorized to negotiate all terms incidental to said transaction and prepare any necessary documents to make the transfer of said Property possible and further to perform any other work necessary, relative to the transfer of said Property; and be it further

RESOLVED, this Resolution shall take effect immediately.

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
FEBRUARY 16, 2017

**4. AMENDMENT TO THE DESIGNATION OF BANKS FOR THE DEPOSIT  
OF VILLAGE FUNDS**

BE IT RESOLVED, that the Board of Trustees of the Village of Briarcliff Manor hereby designate the following banks for the deposit of Village funds:

- a. JP Morgan Chase
- b. Wells Fargo Bank, NA
- c. Fidelity
- d. TD Bank
- e. Greater Hudson Bank
- f. Webster Bank
- g. **The Westchester Bank**

BE IT FURTHER RESOLVED, the Village Manager is hereby authorized to open accounts and transact such business in keeping with the needs of the Village.

VILLAGE OF BRIARCLIFF MANOR  
BOARD OF TRUSTEES AGENDA  
FEBRUARY 16, 2017

**5. FIRE DEPARTMENT MEMBERSHIP**

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

# Briarcliff Manor Fire Department

1111 Pleasantville Road  
Briarcliff Manor, NY 10510

Office of the Chief



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

Emergency 911  
Chief's Office (914) 941-0879  
Fax (914) 944-2758

E-mail: [fdchief@briarcliffmanor.org](mailto:fdchief@briarcliffmanor.org)

DATE: January 9, 2017

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

FROM: Chief Dennis Reilly - Briarcliff Manor Fire Department

SUBJECT: NEW MEMBER - Request for Village Approval

Honorable Mayor and Trustees;

**Alexandra L. Winters, born November 1, 1991 and residing at 1406 Eagle Bay Drive, Ossining, New York**, has applied for membership in the Briarcliff Manor Fire Department.

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

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

Thank you for your assistance.

  
Dennis L. Reilly  
Chief of Department

Dated: January 9, 2017

  
Secretary - Briarcliff Fire Company

02-07-17  
Dated

  
Village Clerk - Christine Dennett

2-8-17  
Dated