



P2

AGENDA
JUNE 21, 2017
BOARD OF TRUSTEES
VILLAGE OF BRIARCLIFF MANOR, NEW YORK
REGULAR MEETING – 8:00 PM

Pledge of Allegiance

Board of Trustees Announcements

Village Managers Report

Public Comments

1. Police Chief Appointment/Swearing In
2. Police Sergeant Promotion *(awaiting WC paperwork)*
3. Acceptance of Gift from the Friends of the Library
4. Award of Bid, Municipal Building HVAC
5. Acceptance of Portions of Roadways into the Village Highway Inventory
6. Authorize Village Manager to Execute a License Agreement with Westchester County to Allow for the Village to Maintain Two Gardens on County Property
7. Fire Department Membership - Maass

NEXT REGULAR BOARD OF TRUSTEES MEETING – JULY 5, 2017

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JUNE 21, 2017

1. APPOINTMENT/SWEARING IN OF POLICE CHIEF

BE IT RESOLVED that Donald Gorey is hereby appointed as Police Chief effective June 9, 2017 with a salary of \$146,000.00.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JUNE 21, 2017

2. POLICE SERGEANT PROMOTION

BE IT RESOLVED, that Peter Chin of Peekskill, New York is hereby promoted to the position of Police Sergeant at an annual salary of \$123,654.93 effective at 12:01 a.m. on June 22, 2017.

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JUNE 21, 2017

3. ACCEPTANCE OF DONATIONS FROM THE FRIENDS OF THE LIBRARY

BE IT RESOLVED, that the Board of Trustees hereby accepts a donation in the amount of \$365 from the Friends of the Library for the purposes of providing a Science Program for the Briarcliff Manor Public Library.

Increase Revenue – Gifts
(L0108.2705) by \$365

Increase Expenses – Special Matching Expenses
(L7410.206) by \$365

BUDGET AMENDMENT REQUEST FORM 2017/2018

Increase Expense	Muni Code	Budget Line
\$ 365.00	L7410.206	Library Special Matching Expense
Increase Revenue	Muni Code	Budget Line
\$ 365.00	L0108.2705	Library Special Gifts

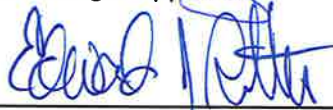
Reason for Amendment Request: Donation from the Friends of the Briarcliff Manor Library for a Science Program

Signature of Requesting Department Head Date Signed



13 June

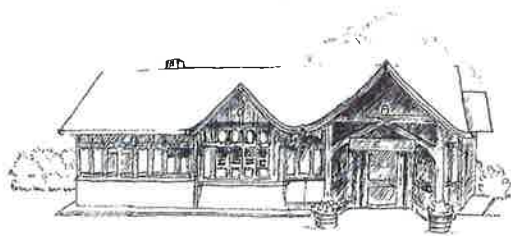
Village Manager Approval Date Signed



6/13/17

Village Treasurer Approval Date Signed

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



THE BRIARCLIFF MANOR PUBLIC LIBRARY • Library Road • Briarcliff Manor, NY 10510

To: Ed Ritter, Treasurer

From: Shelley Glick, Library Director

Re: Friends of Briarcliff Manor Public Library check for Library children's program

Date: June 9, 2017

Please accept this check for \$365.00 from The Friends of the Briarcliff Manor Library for SCIENTELLERS, a children's science program to take place at the library on 6/26/2017. The Library Board has approved the use of these funds for a children's program.

Please deposit the check into L0108.2705 Special Revenue, Gifts, and Donations. We will pay the invoice out of Special Matching Expenses L7410.206.

Thank you,


Shelley Glick



PHONE: 914-941-7072
FAX: 914-941-7091

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JUNE 21, 2017

4. AWARD OF BID – MUNICIPAL BUILDING VIDEO HVAC UPGRADE

WHEREAS the Village received 4 bids for the Municipal Building HVAC Upgrade Project (VM-1617-7); and

NOW, THEREFORE, BE IT RESOLVED that the bid for the Municipal Building HVAC Upgrade Project (VM-1617-7) is hereby awarded to Sun-Dance Energy Contractors d/b/a Markley Mechanical, the lowest responsible bidder, with their bid proposal of \$830,360; and

BE IT FURTHER RESOLVED that the total project cost of \$1,046,551 will be charged to budget code H.1440.201.17218 with the remaining \$646,551 to be borrowed at a future date; and

BE IT FURTHER RESOLVED that the Village Manager is hereby authorized and directed to execute a contract with Sun-Dance Energy Contractors d/b/a Markley Mechanical for said project.



MEMORANDUM

June 1, 2017

To: Philip E. Zegarelli – Village Manager
From: David J. Turiano, P.E., Village Engineer
Re: **Municipal Building HVAC Upgrade, VM 1617-7**

(P2)

Add to W/S
agenda

Bids were opened on May 24, 2017, at 11:00 a.m. for the above referenced project. Present at the bid opening were David J. Turiano, P.E., and Maria Pascetta. Four bids were received.

The scope of work includes all labor and materials for the upgrade of the HVAC system at the Municipal Building including a new boiler, together with new circulator pumps, chimney flue and the like in a reconditioned boiler room. In addition, cooling improvements, including new roof top units, duct re-configurations and controls will be installed for complete new cooling systems.

It should be noted that most of the HVAC systems are original to the building circa 1963, some 54 years of age. While this past winter was warmer than usual, nevertheless the heating plant suffered several shut-downs including a “puff-back” indicative of the extreme age of the unit.

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

Bidder	Bid Amount
Pearl River Plumbing & Heating	\$1,276,276.00
Joe Lombardo Plumbing & Heating, Inc.	\$ 964,568.00
North Star Mechanical Corp.	\$1,419,500.00
Sun-Dance Energy Contractors, Inc. d/b/a Markley Mechanical	\$ 830,360.00

Reference checks on Sun-Dance Energy Contractors d/b/a Markley Mechanical were performed. Mr. Seymour of the New York State Department of Recreation and Parks was contacted and indicated that Sun-Dance Energy Contractors, Inc. performed a boiler replacement project for them. Mr. Seymour was satisfied with the project. In addition, it is noted that Sun-Dance performed two contracts for the VBM, (1) oil boiler replacement with natural gas conversion at DPW and (2) HVAC work in connection with the Community Center; the Village was satisfied with each of these projects.

With regard to the bid disparity, it is noted that Sun-Dance’s bid was consistent with the estimate provided by the Engineer Consultant. With regard to the bid amount, my office spoke to Glenn Markley who is the Principal at Sun-Dance. Mr. Markley indicated that he is proposing to supply all equipment per the contract documents and that he is very confident in his pricing. He also indicated that he was able to provide for some savings by utilizing, as a sub-contractor, an electrician who is very familiar with the Municipal Building, PRM Electric.

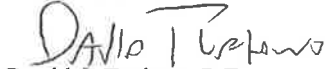
Please note that included in the 2016-2017 CIP under Budget Code H1440.201-17218 was the borrowing of \$400,000 for this project. Below find estimated borrowing required for completion of the project.

TASK	AMOUNT
Engineering Services	\$81,200.00
Asbestos Investigation	\$4,850.00
Asbestos Removal	\$20,000.00
Asbestos Air Monitoring	\$5,000.00
Construction Services	\$830,360.00
Miscellaneous	\$10,000.00
Sub-Total	\$951,410.00
10% Construction Contingency	\$95,141.00
Total Project Cost	\$1,046,551.00
2016-2017 Borrowing (Approved)	\$400,000.00
2017-2018 Recommended Borrowing	\$646,551.00

It is my recommendation that the Village proceed to borrow the net amount of \$646,551 necessary to complete this important project as part of its 2017-2018 Capital Improvement Plan and further, that the Village award the contract in the amount of \$830,360 to Sun-Dance Energy Contractors, Inc.

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

Sincerely yours,



David J. Turiano, P.E.
Village Engineer

VILLAGE OF BRIARCLIFF MANOR
 BOARD OF TRUSTEES AGENDA
 JUNE 21, 2017

5. ACCEPTANCE OF PORTIONS OF ROADWAYS INTO THE VILLAGE'S HIGHWAY INVENTORY

BE IT RESOLVED that the Board of Trustees does hereby accept portions of roadways designated as being within the Village Boundary as listed below into the Village's Highway Inventory to receive CHIPS monies

	<i>NAME</i>	BEGIN DESC	END DESC	BEG	END	LENGTH
1.	Central Drive Spur	Pleasantville Road	Central Drive	0.00	0.09	0.09
2.	Chappaqua Road	Pleasantville Road	Mount Pleasant TL	0.00	0.13	0.13
3.	Morningside Drive	Chappaqua Road	Ossining TL	0.00	0.06	0.06
4.	Schuman Court	US 9	End	0.00	0.05	0.05
5.	Woodlea Lane	River Road	Beg Loop	0.00	0.03	0.03
6.	Woodlea Lane	Beg Loop	End Loop	0.03	0.06	0.03
7.	No Name Road	Sleepy Hollow Road	Cul-de-Sac	0.00	0.16	0.16
TOTAL						.55


Village of Briarcliff Manor
 Department of Public Works
 10 Buckhout Road
 Briarcliff Manor, NY 10510



Village of Briarcliff Manor
 Main (914) 941-9105
 Fax (914) 941-4747

MEMORANDUM

*CD + MP -
 see the following
 add for w/s*

TO: Philip Zegarelli, Village Manager
 FROM: Edward Torhan, Superintendent 
 DATE: June 5, 2017
 RE: Highway Inventory Chips Money

As part of a NYSDOT GIS Road Mapping Program, several roads have been identified as either being private or not currently on the Village's Highway Inventory List. The following village roads have been inadvertently left off the NYSDOTS Highway Inventory for Briarcliff Manor.

	NAME	BEGIN DESC	END DESC	BEG	END	LENGTH
1.	Central Drive Spur	Pleasantville Road	Central Drive	0.00	0.09	0.09
2.	Chappaqua Road	Pleasantville Road	Mount Pleasant TL	0.00	0.13	0.13
3.	Morningside Drive	Chappaqua Road	Ossining TL	0.00	0.06	0.06
4.	Schuman Court	US 9	End	0.00	0.05	0.05
5.	Woodlea Lane	River Road	Beg Loop	0.00	0.03	0.03
6.	Woodlea Lane	Beg Loop	End Loop	0.03	0.06	0.03
7.	No Name Road	Sleepy Hollow Road	Cul-de-Sac	0.00	0.16	0.16
TOTAL						.55

In order to receive annual state funds (Chips Money) for these roads the Village Board needs to adopt these roads by way of a resolution.

Please have the BOT pass a resolution, so I can submit to the state for additional funding.

EXAMPLE FROM LAST TIME

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
DECEMBER 18, 2013

5. ACCEPTANCE OF PORTIONS OF ROADWAYS INTO THE VILLAGE'S
HIGHWAY INVENTORY

BE IT RESOLVED that the Board of Trustees does hereby accept portions designated as being within the Village Boundary of Morningside Drive, Chappaqua Road, Tappan Terrace and No Name Road into the Village's Highway Inventory to receive CHIPS monies

Passed
w
Mays

VILLAGE OF BRIARCLIFF MANOR
BOARD OF TRUSTEES AGENDA
JUNE 21, 2017

6. AUTHORIZE VILLAGE MANAGER TO EXECUTE A LICENSE AGREEMENT WITH WESTCHESTER COUNTY TO ALLOW FOR THE VILLAGE TO MAINTAIN TWO GARDENS ON COUNTY PROPERTY

BE IT RESOLVED that the Village Manager is hereby authorized and directed to execute an License Agreement with Westchester County to allow for the Village to maintain two gardens in the Village for the period of May 4, 2017 through May 3, 2022.

Robert P. Astorino
County Executive

Department of Parks,
Recreation & Conservation

Kathleen M. O'Connor
Commissioner

May 24, 2017

Mr. Philip Zegarelli
Village Administrator
Village of Briarcliff Manor
1111 Pleasantville Road
Briarcliff Manor, NY 10510

Re: #PRC-1135

Dear Mr. Zegarelli:

Attached please find the subject license agreement for the Village to maintain two gardens in the Village for the period of May 4, 2017 through May 3, 2022. Please print out and execute one copy of the agreement.

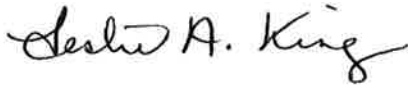
After reading the agreement, please complete the paperwork as follows:

1. Have the contract signed.
2. Have that signature notarized on the Acknowledgment.
3. **Have another officer of the municipality** sign both copies of the Certificate of Authority, **and have that other officer's signature notarized.**
4. Return everything to me along with a Certificate of Insurance making sure to **(a) list the County of Westchester as an additional insured, and (b) provide evidence of Worker's Compensation coverage (Form C105.2 or U-26.3).**

Please call me at 914 - 231-4518 if you have any questions. We will then process both documents and return one fully executed original to you for your records.

The County looks forward to working with you and the Village in this joint effort.

Very truly yours,



Leslie A. King
Administrative Assistant - Contracts

cc. N. Squillante
D. DeLucia



LICENSE AGREEMENT

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

THE VILLAGE OF BRIARCLIFF MANOR, a municipal corporation of the State of New York, having an office and place of business at 1111 Pleasantville Road, Briarcliff Manor, New York 10510 (hereinafter referred to as the "Village")

WHEREAS, the County is the owner of property adjacent to Route 9A at the intersection of North State Road located in the Village (the "Premises"); and

WHEREAS, the Village desires to assume full maintenance for two (2) gardens on the Premises as more fully shown on the Attached Sketches which are attached hereto as Schedule "A" (the "Gardens").

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

1. **RECITALS**: The recitals are hereby incorporated by reference into the body of this Agreement.

2. **VILLAGE RESPONSIBILITY**: The Village shall assume full responsibility and all costs for the repair and maintenance of the Gardens. In providing the services contemplated by this Agreement, the Village shall act in strict accordance with all applicable federal, state and local laws and regulations. The services provided by the Village shall be subject to approval by

the County Commissioner of Parks, Recreation and Conservation or his duly authorized designee (the "Commissioner") and the Director of Real Estate/Economic Development (the "Director").

No payment shall be made by the County to the Village for out of pocket expenses or disbursements made in connection with the services rendered hereunder.

3. TERM: The term of this Agreement shall be from May 4, 2017 through May 3, 2022, unless terminated sooner in accordance with the provisions of this Agreement.

4. TERMINATION: In the event the Commissioner determines that there has been a material breach by the Village of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Village of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in Paragraph 2 of this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Village. Notice hereunder shall be effective on the date of receipt.

5. RECORDS: All records compiled by the Village in maintaining and repairing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall be made available for review by the County. Upon request and at no additional cost to the County, the Village shall provide copies of such records to the County. Records shall be maintained by the Village for at least six (6) years following the termination of this Agreement, provided, however, that records relating to any litigation commenced in connection with the Village's performance under this Agreement shall be maintained until the final disposition of such litigation.

6. NO ASSIGNMENT: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in

this Agreement. All work performed by a sub-contractor shall be deemed work performed by the Village.

7. COMPLIANCE WITH APPLICABLE LAWS: The Village shall, at its own expense, obtain all permits, approvals and consents necessary for the proper conduct of its activities in connection with this Agreement, and comply at its sole cost and expense with all federal, state and municipal laws, rules and regulations, ordinances and requirements affecting the conduct of the Village's activities in connection with this Agreement, including applicable procurement requirements.

8. NON-DISCRIMINATION: The Village expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Village acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

9. INDEPENDENT CONTRACTOR: The status of the Village under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status the Village, its contractors, subcontractors, and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County including without limitation rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

10. INSURANCE & INDEMNIFICATION: In addition to, and not in limitation of the insurance requirements contained in Schedule "B" entitled "Standard Insurance Provisions", attached hereto and made a part hereof, the Village agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Village shall indemnify and hold harmless the County, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of maintenance, operation and/or repair of the Work and this Agreement and of the acts or omissions hereunder by the Village or third parties under the direction or control of the Village; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of maintenance, operation and/or repair of the Work and this Agreement and to bear all other costs and expenses related thereto.

11. NOTICES: All notices of any nature referred to in this Agreement shall be in writing and delivered by messenger or sent by certified mail, return receipt requested, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County:

Commissioner of Parks, Recreation
and Conservation
450 Saw Mill River Road
Ardsley, New York 10502

Director of Real Estate
Michaleian Office Building
148 Martine Avenue
White Plains, New York 10601

with a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Village:
Village Manager
Village of Briarcliff Manor
1111 Pleasantville Road
Pleasantville, New York 10510

12. ENTIRE AGREEMENT: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments 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.

13. ENFORCEMENT: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

14. APPLICABLE LAW: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

15. CONFLICT: In the event of any conflict between the terms of this Agreement and those of its attachments, the terms of the Agreement shall control.

16. ADDITIONAL AUTHORITY: The parties each agree to execute and deliver such further instruments and to obtain such additional authority as may be required to carry out the intent and purpose of this Agreement.

17. SURVIVAL: Paragraphs 2, 6 and 10 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the County and the Village have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By _____

Commissioner of Parks, Recreation
and Conservation

**THE VILLAGE OF BRIARCLIFF
MANOR**

By _____

(Name and Title)

Approved by Resolution of the Board of Acquisition and Contract of the Country of Westchester on the ___ day of _____, 2017.

Approved by Resolution of the Village Board on the _____ day of _____, 2017.

Approved as to form and
manner of execution:

Sr. Assistant County Attorney
The County of Westchester
S:DLV PRC:88808: Briarcliff Manor garden license 5-3-12

MUNICIPALITY'S ACKNOWLEDGMENT

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)

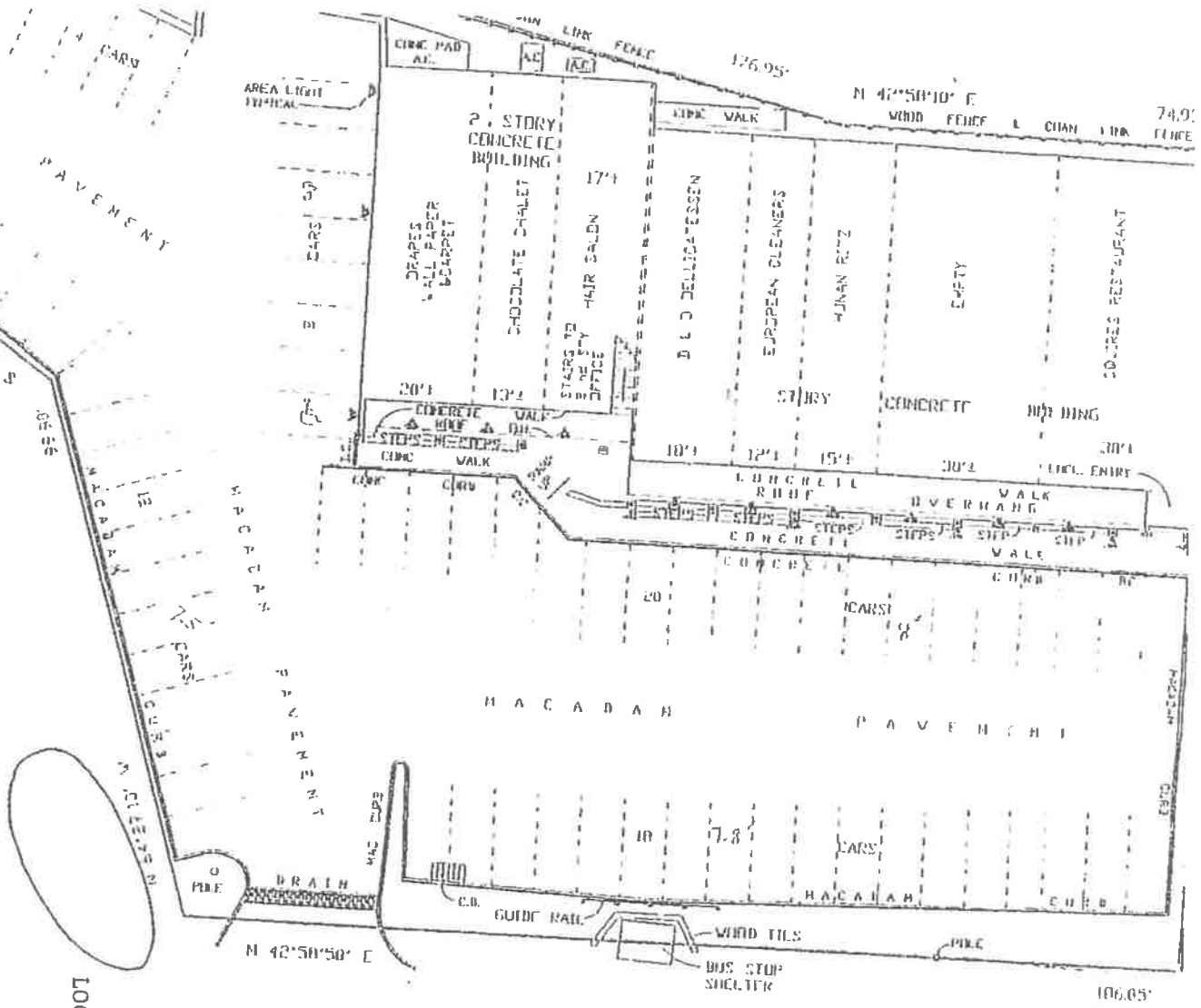
the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____
resides at _____, and that he is
the _____ of said municipal corporation.
(title)

Notary Public County

SCHEDULE "A"

SKETCH OF LICENSE PREMISES

CLIFF - PEER SKILL
 ROUTE 9A
 PARKWAY



LOCATION OF GARDEN

NORTH STATE R

SCHEDULE "A"

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 (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
JUNE 21, 2017

7. FIRE DEPARTMENT MEMBERSHIP

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

Briarcliff Manor Fire Department

1111 Pleasantville Road
Briarcliff Manor, NY 10510

Office of the Chief



ROBERT M. GARCIA, CHIEF
PETER J. FULFREE, 1st Asst. Chief
VINCENT J. CARUSO, 2nd Asst. Chief

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

E-mail: fdchief@briarcliffmanor.org

DATE: June 6, 2017

TO: Christine Dennett, Village Clerk
Briarcliff Manor Board of Trustees

FROM: Chief Robert M. Garcia – Briarcliff Manor Fire Department

SUBJECT: NEW MEMBER – Request for Village Approval

Honorable Mayor and Trustees;

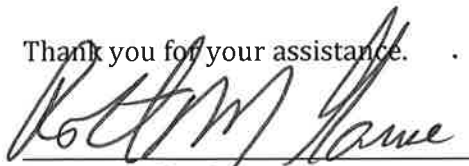
Jared Maass, date of birth 03/14/1991 and residing at 1428 Pleasantville Road Briarcliff Manor, New York, has applied for membership in the Briarcliff Manor Fire Department

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

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

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

Thank you for your assistance.


Robert M. Garcia
Chief of Department

6-6-17
Dated


Secretary - Briarcliff Fire Company

6-6-17
Dated


Village Clerk - Christine Dennett

6-8-17
Dated