

VILLAGE OF PORT CHESTER
BOARD OF TRUSTEES

Meeting, MONDAY, AUGUST 20, 2012

6:00 P.M.

VILLAGE JUSTICE COURTROOM

350 North Main Street

Port Chester, New York

AGENDA

6:00 P.M.

I. MOTION FOR EXECUTIVE SESSION:

1. Consultation with Labor Counsel to discuss a particular police personnel matter.
2. Board discussion regarding appointment of particular persons as Village Manager and Village Clerk.

7:00 P.M.

II. SPECIAL LICENSE AGREEMENT:

1. Agreement between the Village of Port Chester and B&H USA Grill (aka Cousin Frankie's Grill) for outdoor seating on Village property at Rear 116 North Main Street.

III. PUBLIC COMMENTS:

IV. PRESENTATION:

1. Final report on the Comprehensive Plan and Zoning Code Amendments/Map and the SEQR process.

V. RESOLUTIONS:

Appointment of Village Manager:

1. Appointment of Christopher Steers to Village Manager effective October 11, 2012.

Legislation:

1. Proposed Interim Local Law – amend Village Code establishing a Permit Amnesty Program.

Agreements:

1. Retain Halcrow, Inc. for professional engineering services with regard to the Marina Bulkhead.
2. Amend service agreement with PMA Management Corp. to May 31, 2013 for the Village of Port Chester Worker's Compensation Program.

Finance:

1. Certiorari settlement with Pathmark Stores, Inc., Section 142.53, Block 1, Lot 5.

Appointment of Village Clerk:

1. Appointment of Janusz Richards as Village Clerk.

VI. DISCUSSIONS:

1. Five year planning and village priorities.
2. Starwood Capital update.
3. Traffic and Parking Management update.
4. Schedule Public Hearing on September 18, 2012 for new local law regarding car booting procedures.

VII. REPORTS:

1. From Washington Engine & Hose Co. No. 4 on the election of new member Ferdinando (Freddy) Schiro.
2. From Brooksville Engine & Hose Co. No. 5 on the removal of members Steve Muriel and George Ortera.

VIII. PUBLIC COMMENTS AND BOARD COMMENTS:

B/T Mtg. Date August 20, 2012	Action: <input type="checkbox"/> Adopted
Special License Agreement	<input type="checkbox"/> Defeated
Resolution # <u> 1 </u>	<input type="checkbox"/> Tabled
	<input type="checkbox"/> No Action
Motion 1 <u> </u> 2 <u> </u>	<input type="checkbox"/> Amended

RESOLUTION

AUTHORIZING REVOCABLE LICENSE AGREEMENT WITH “COUSIN FRANKIE’S RESTAURANT

On motion of TRUSTEE _____, seconded by TRUSTEE _____, the following

resolution was adopted by the Board of Trustees of the Village of Port Chester, New York:

WHEREAS, request has been made by B & H USA Grill, LLC d/b/a “Cousin Frankie’s” Restaurant, Rear 116 North Main Street, Port Chester, for use of an unimproved portion of the Village’s Downtown Shopper’s Parking Lot for use as an outdoor patio for patron dining; and

WHEREAS, the grant of permission is in the form of a revocable license agreement; and

WHEREAS, the area is currently unnecessary for Village needs; and

WHEREAS, the Board finds that the proposed use by the Licensee would facilitate a properly planned amenity that will attract business to the Village; and

WHEREAS, the Board further finds that the grant of permission would further encourage the most desirable use of land and buildings in the retail shopping district and thereby increase the Village’s tax base. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to execute a revocable License Agreement with B & H USA Grill, LLC, 145 Oak Street, with regard to the use of an unimproved portion of the Downtown Shoppers Parking Lot for use an outdoor patio for dining as accessory to the restaurant at Rear 116 North Main Street, material terms and conditions are as follows:

- annual license
- \$400 fee
- compliance with all laws and regulations
- full indemnity
- insurance satisfactory to the Village’s insurance company
- restoration
- revocation on grounds of public necessity or breach.

Approved as to Form:

Village Attorney

Vote:	Aye	Nay	Abstain	Absent
Brakewood				
Terenzi				
Didden				
Branca				
Kenner				
Marino				
Pilla				

LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") dated as of August , 2012, is entered into by and between the VILLAGE OF PORT CHESTER, a municipal corporation duly organized under the laws of the State of New York, with offices at 222 Grace Church Street, Port Chester, New York 10573 (the "Village") and B & H USA GRILL LLC, (the "Licensee") , a limited liability corporation incorporated under the laws of the State of New York; with offices at 145 Oak Street, Port Chester, New York 10573.

WHEREAS, the Licensee operates a restaurant on real property, also known as " Cousin Frankies", located at Rear 116 North Main Street, Port Chester, New York and abutting a municipal parking lot, known as the "Downtown Shoppers Lot"; and

WHEREAS, with the consent of the owner/lessor, Jeffrey White, the Licensee has made request on the Village to utilize an adjacent, unimproved portion of the public right of way within the said lot as an outdoor patio for patron dining; and

WHEREAS, the Village Board of Trustees' grant of permission to enable such use is in the form of a revocable licensee agreement; and

WHEREAS, the area sought to be utilized is currently unnecessary for Village needs; and

WHEREAS, the Board finds that the proposed use by the Licensee would facilitate a properly planned amenity that will attract business to the Village; and

WHEREAS, the Board further finds that such action would further encourage the most desirable use of land and buildings in the retail shopping district and thereby increase the Village's tax base.

NOW, THEREFORE, and in consideration of the promises and the mutual covenants hereinafter contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves as follows:

1. Grant of License: Subject and pursuant to the terms and conditions contained within this Agreement, the Village, as Licensor, hereby grants to the Licensee, an exclusive revocable license (the "License") to enter, occupy and utilize the certain area (the "Licensed Area") within the Downtown Shopper's Parking Lot located thereon and as shown in the attached plan annexed as Exhibit "A" and legal description annexed as Exhibit "B".

2. Intended Use: The Licensee herein granted shall be for the purpose of facilitating an outdoor patio for patron dining accessory to the Licensee's restaurant. The patio will occupy 351 square feet in area and will provide seating for 20 patrons. The Licensee accepts the Licensed Area "as is", and will install permeable brick pavers with removable bollards and supports for

the patio. All such improvements are undertaken by the Licensee at its own cost and expense. Construction, grading and drainage work must comply with Village requirements. It is understood and agreed that any use and occupancy of the Licensed Area that is not authorized by this Agreement is prohibited.

3. Operation of Outdoor Patio: Operation of the patio in the Licensed Area will be from May 1st to October 31st inclusive, seven days a week, from 8:00 a.m. to 10:00 p.m. Umbrellas shall be retractable. Tables, chair and umbrellas shall be removed and taken inside the restaurant building when the patio is not in operation or in the event of inclement weather. All food and beverages will be prepared within the restaurant and beer and wine (no liquor) will be sold upon the Licensee's acquisition of the necessary New York State License for such outdoor dining. Alcoholic beverages can only be consumed by seated patrons. The consumption of alcoholic beverages shall not be construed as a violation of any law prohibiting the consumption of alcoholic beverages in a public place or area. The Licensee shall be in full compliance with the licensing requirements of the State of New York covering the sale of alcoholic beverages. No music or entertainment is permitted. Signs, advertising or decoration of any kind are not permitted. The Licensee shall manage the patio in an attractive, sanitary and safe condition at all times. A garbage can shall installed, maintained and periodically emptied during the operation of the patio.

4. License Term: This Licensee is for a term of one year commencing from the date of this Agreement.

5. License Fee: \$400.00.

6. Renewal: Sixty (60) days prior to the expiration of the License Term, and subject to the consent of the Village, the Licensee may renew this Agreement on the same terms and conditions.

7. Indemnity: The Licensee does hereby protect, defend, indemnify and hold harmless the Village against any and all claims, costs, judgments, liens or actions, including reasonable attorney's fees and costs of defense, for damage to property or injury to persons suffered on, or resulting or arising from the Licensee's activities, actions, malfeasance or omissions of the Licensee or any officer, employee, director, agent or contractor of the Licensee. The provisions of this paragraph shall survive the expiration or termination of this Agreement. The Licensee further agrees to protect, defend, indemnify and hold harmless the Village against any and all claims, costs, judgments, liens or actions, notices, including reasonable attorney's fees and costs of defense, for claims, judgments, actions and any related liens associated with the Licensee's business activities as same may affect the Village or title to the Licensed Area, including, but not limited to any action or dispute that may give rise to a lien against same.

8. Insurance. At all times throughout the term of this Agreement, the Licensee shall maintain, at its own cost and expense, insurance against loss or losses from liabilities imposed by

law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 (one million dollars per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 (One million) per accident or occurrence and \$2,000,000 (two million dollars) aggregate, on account of damage to the property of others, excluding liability imposed upon the Licensee by the Worker's Compensation Law which shall be pursuant to statutory requirements, including liquor liability, together with an umbrella excess liability policy of not less than \$5,000,000 (five million dollars), protecting the Village against any loss or liability or damage for personal injury or property damage. The umbrella policy must include the liquor liability. All such insurance shall name the Village as an additional named insured. Such insurance shall be primary and non-contributory with no recourse against the Village. Any deductibles shall be assumed by the Licensee. All such insurance shall be procured and maintained by insurance companies authorized to write insurance in New York and have an A.M. Best rating of at least A-. All certificates of insurance and policies shall be subject to the review and approval of the Village Attorney.

9. Compliance: The Licensee shall at all times comply with all applicable federal, state and local laws and regulations with regard to the operation of the patio.

10. Interest Conferred: Licensee affirms that this Agreement authorizes the Licensee to occupy the Licensed Area for the limited purpose of the intended use and no other. The parties agree that the provisions of this Agreement do not constitute a lease and the rights of the Licensee are not those of a tenant. No leasehold or ownership interest in the premises is hereby conferred upon the Licensee.

11. Access: The Village reserves its right to have access to the Licensed Area in the event of an emergency or other exigent situation and will provide such notice to the Licensee as circumstances may permit.

12. Revocation: At the sole discretion of the Village, this Agreement and the license issued thereunder may be revoked for Licensee's violation of the terms hereunder on grounds of public necessity or in the event of a breach of this Agreement. In the latter instance, such termination shall be effective upon notice to the Licensee and the failure of the Licensee to cure any such violation within the prescribed period given.

13. Notices: All notices and communications pursuant to this Agreement shall be given by the parties in writing and be deemed properly served if given by personal delivery or by certified mail addressed to the parties at the address indicated in the Agreement or as the same may be later changed Notice shall be deemed given when it is personally received or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

IF TO VILLAGE:

Village of Port Chester
Village Manager
222 Grace Church Street
Port Chester, N.Y, 10573

IF TO LICENSEE:

B & H USA Grill, LLC
145 Oak Street
Port Chester, N.Y. 10573

14. Improvements: On the end of the term, cancellation or revocation of this Agreement, as the case may be, the Licensee shall forthwith and, at its own cost and expense, remove all improvements made to the licensed area and restore same to its original condition to the satisfaction of the Village.

15. Assignment: The license issued under this Agreement is personal to the Licensee and shall not be assigned or transferred.

16. Compliance: The Licensee acknowledges and agrees to comply with all applicable federal, state and local laws and regulations as a condition of this Agreement.

17. Governing Law/Dispute Resolution: This Agreement shall be governed by the laws of the State of New York. Any dispute between the parties shall be resolved through adjudication in a court of competent jurisdiction in the State.

18. Severability: Should any provision or paragraph of this Agreement be determined to be invalid, unconstitutional or otherwise unlawful, such determination shall not affect the validity of the remaining provisions or paragraphs of this Agreement which shall remain in full force in effect.

19. Entire Agreement/Amendments: This Agreement represents the entire agreement between the parties and any prior understandings between them are of no force and effect. Any amendments to this Agreement shall be in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

VILLAGE OF PORT CHESTER

By: _____
Christopher J. Russo
Village Manager

B & H USA GRILL, LLC.

By: _____

Approved as to Form:

Anthony Cerreto
Village Attorney

B/T Mtg. Date August 20, 2012	Action: <input type="checkbox"/> Adopted
Appointment	<input type="checkbox"/> Defeated
Resolution # _____	<input type="checkbox"/> Tabled
	<input type="checkbox"/> No Action
Motion 1 _____ 2 _____	<input type="checkbox"/> Amended

RESOLUTION

APPOINTMENT OF VILLAGE MANAGER

On motion of TRUSTEE _____, seconded by TRUSTEE _____

, the following resolution was adopted by the Village of Port Chester, New York:

WHEREAS, Christopher J. Russo has resigned from his position of Village Manager, effective October 10, 2012; and

WHEREAS, Christopher Steers, Director of Code Enforcement, had been appointed by the Board of Trustees as Assistant Village Manager; and

WHEREAS, the Board has reviewed a proposed employment with Mr. Steers as Village Manager and all is in order. Now, therefore be it

RESOLVED, that Christopher Steers be and is hereby appointed as Village Manager, effective October 11, 2012, and be it further

RESOLVED, that on behalf of the Board of Trustees the Mayor is hereby authorized to enter into an employment agreement with Mr. Steers in the form annexed herein setting out the following terms and conditions:

- two year term
- annual base salary of \$180,000
- \$2,000 relocation and housing allowance
- assigned village vehicle
- six months severance
- annual performance and goals evaluation

Approved as to Form:

Village Attorney

Vote:	Aye	Nay	Abstain	Absent
Brakewood				
Terenzi				
Didden				
Branca				
Kenner				
Marino				
Pilla				

Employment Agreement between Village of Port Chester and Christopher D. Steers

This Agreement, made and entered into this 20th day of August, 2012, by and between the Village of Port Chester, New York (hereinafter called "the Village") with its principal offices located at 222 Grace Church Street Port Chester, New York 10573, and Christopher D. Steers (hereinafter called "Mr. Steers" or "Employee"), residing at 66 Walker Road Hopewell Junction, New York 12533; pursuant to the following terms and conditions ("Agreement"):

Whereas, the Village wishes to appoint Mr. Steers to the position of Village Manager under the terms and conditions set forth herein; and

Whereas, Mr. Steers wishes to accept the appointment to the position as Village Manager under the terms and conditions set forth herein; and

Now therefore, in consideration of the mutual promises and covenants stated herein, the Village and Mr. Steers agree to the following:

SECTION I—DUTIES

- A. The Village agrees to appoint Christopher D. Steers, effective October 11th, 2012 to the position of Village Manager of the Village of Port Chester to perform the duties and responsibilities and to exercise the powers of Village Manager as set forth in Chapter 77 of the Code of the Village of Port Chester and other applicable laws, and to perform such other legally permissible and proper duties and functions as assigned by the Village Board of Trustees and the Village Manager from time to time.
- B. Mr. Steers shall fully and faithfully perform the duties and responsibilities of the Village Manager of the Village in accordance with the terms, conditions and provisions stated in this agreement, the Village Code and other applicable laws in a professional and respectable manner and with the full decorum required of a Village Manager generally and as provided by the standards and Code of Ethics of the International City/County Management Association. Mr. Steers recognizes that the duties and responsibilities of the Village Manager are dynamic and flexible, and may not be performed on a scheduled basis. Mr. Steers agrees to devote the amount of time and energy reasonably necessary to fully perform the duties and responsibilities required of the Village Manager.
- C. At the time of appointment of Mr. Steers to the position of Village Manager the terms and conditions of his appointment to Assistant Village Manager and Code Enforcement Director as prescribed in the agreement date April 5th, 2011 and related Resolution dated April 6th, 2011 shall expire and otherwise be satisfied without recourse by the Board of Trustees or by Mr. Steers. It is acknowledged by both parties and indicated by Mr. Steers' advancement to the position of Village Manager that his duties as Assistant Village Manager and Code Enforcement Director were fully and faithfully performed.

SECTION 2 – TERM AND RENEWAL

- A. Term. This Agreement shall be effective upon its execution by the parties and the approval of the Board of Trustees. The duration of this Agreement shall be for two years commencing on the anniversary date as provided herein unless terminated by the Village Board of Trustees or by Mr. Steers as set forth herein.
- B. Expiration/Renewal of Agreement. This Agreement shall expire at 11:59 PM exactly two years from the effective date of this Agreement, unless renewed or extended as provided herein. No earlier than six months prior to the expiration of the Agreement, the Employee shall have a right to request a statement from the Village Board of the Boards intention regarding renewal of the Agreement. The Village Board shall respond in writing to the Employee no later than thirty (30) days after the Employee's request. The Village Board's response shall state whether the Village Board intends to renew the Agreement; and if the Agreement is to be renewed, the proposed terms for renewal of the Agreement. If the Board's intention is not to renew the Agreement the Employee shall be provided for the duration of the Agreement reasonable time and assistance for purposes of securing other employment. The employee shall be obligated to fully and faithfully perform his obligations under the terms of this Agreement for the duration of the agreement unless the Employee voluntarily resigns from the Village Manager position as provided in section 7(B) below. In the event that the Employee does not make a written request for a statement concerning renewal of the Agreement, the Village Board may unilaterally notify the Employee of the Village Board's intention regarding renewal of the Agreement, and if the Agreement is renewed, the proposed terms for renewal of the Agreement. The Village Board may provide the unilateral notice during a three month period commencing six months prior to the expiration date.
- C. The Village Board shall have the exclusive right to extend the Agreement for a period of one year commencing from the anniversary date by notice to the employee no later than three months prior to the expiration date. If the Agreement is extended by the Village, the terms proposed by the Village Board for renewal of the Agreement shall apply during the one year extension.
- D. The terms for renewal or extension of the Agreement and the time frames set forth herein may be modified by mutual agreement of the parties and upon approval of the Village Board of Trustees.

SECTION 3-- SALARY

- A. The annual base salary of Mr. Steers for the performance of his duties as Village Manager shall be \$180,000.00. The annual base salary shall be paid to Mr. Steers in the same manner and in accordance with the payroll practices as applied to appointed/nonunion employees of the Village.
- B. The Village Board of Trustees shall conduct a performance and goals evaluation annually, commencing with the completion of an evaluation no later than twelve (12) months after the effective date of this agreement. The performance and goals evaluation shall be subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered

to the Employee within 30 days of the evaluation meeting. The Employer may increase the compensation of the Employee dependent upon the results of the performance and goals evaluation.

SECTION 4 – PAID LEAVE TIME AND BENEFITS

- A. The Employee’s paid leave time (Vacation, Personal Days, Sick Leave/Disability Leave) and benefits shall remain the same and be provided to the Employee as set forth in and/or in accordance with the Appointed/Non-Union Employee Benefit Plan adopted by the Village Board of trustees resolution dated November 1, 2004 and any amendment thereto, except as expressly provided herein. The employee shall be credited with annual paid leave time provided on a fiscal year basis. Accordingly, the employee shall continue to be provided membership in the New York State Employees Retirement System (“NYSERS”) for purposes of pension coverage.
- B. If the Employee desires to participate in the ICMA deferred compensation programs, the Village will take the actions necessary to allow the Employee to participate in the ICMA sponsored deferred compensation plan(s) on an employer non-contributory basis.
- C. The Employee shall be provided indemnification and be held harmless for the cost of defending legal action and liability resulting from legal action against the Employee related to his employment with the Village in accordance with the provisions of Chapter 30 of the Village Code.

SECTION 5 –VEHICLE

The Village shall provide the Employee with an assigned vehicle for professional and related business use. The vehicle shall be suitable for the use by the Employee as Village Manager. The Village shall maintain the vehicle in good working order and shall be responsible for any expenses related to the use of the vehicle for professional and Village related business use.

SECTION 6– EMPLOYEE EXPENSES RELATED TO VILLAGE EMPLOYMENT

- A. Commencing on the effective date of this agreement the Village agrees to pay the reasonable professional and business expenses, dues and subscriptions of employee necessary for continuation of his participation as a member in national, state and local professional associations and organizations related to his employment as Village Manager for the good and benefit of performance of services as Village Manager, provided that payment by the Village shall not exceed the annual amount as may be budgeted for such purposes by the Village.
- B. Professional Meetings, Conferences, and Travel. The Village agrees to pay the reasonable and necessary expenses of the employee individually for purposes of attendance at and participation in professional conferences and meetings related to his employment as Village Manager including but not limited to: the annual conference of the New York State Municipal Management Association (NYSMMA), the Westchester County Municipal Administrators Association (MMA), the New York State Building Officials Conference (NYSBOC), the International City/County Management Association (ICMA), and the Association of State Flood Plain Managers (ASFPM), provided that

payment by the Village shall not exceed the annual amount as may be budgeted for such purposes by the Village.

- C. Relocation and Housing Allowance: The Village shall provide the employee with a onetime payment of \$2,000.00 for the purposes of the Employee's relocation to Westchester County, New York to perform the services provided by this agreement. This payment shall be made on or about October 3, 2012.

SECTION 7 – TERMINATION AND SEVERANCE

- A. Upon notice of termination from Village employment authorized by the Village Board; and provided that the Employee is ready, willing, and able to continue to perform the duties and responsibilities of the Village Manager, the Employee shall be paid an amount equal to one-half of the annual salary rate then in effect for (the value of six months) which shall be paid by the Village to the Employee in one lump sum due to the employee upon separation from the Village. The Employee shall be paid in full for all his unused paid time off with no proration.
- B. The Employee may voluntarily resign from Village employment upon two months notice prior to the effective date of the Employee's resignation from Village employment, unless the employee and Village mutually agree otherwise. The terms of paragraph "A" above shall not apply if the employee voluntarily resigns from Village employment. The terms of this Agreement shall not be in effect after the effective date of the Employee's resignation from Village service except as provided for herein. In the event that the Employee resigns from Village employment on less than two months prior notice, as provided for herein, the Employee shall forfeit his right to payment, if any, of accrued and unused paid time off to which the Employee may be entitled. The Employee shall be paid in full for all his unused paid time off with no proration if however proper notice is given and/or agreed to as provided herein.

SECTION 8 – BOND

The Village shall bear the cost of any fidelity or other bonds required of the Employee under any law or the Village Charter.

SECTION 9 – MISCELLANEOUS

- A. Complete Agreement. It is understood and agreed that this written agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Any modification to terms and conditions stated herein shall be in writing and shall be made only upon the approval of the Village Board of Trustees and the agreement of the Employee.
- B. Written Modification: Any modification to the terms and conditions stated herein shall be in writing and shall be made only upon the approval of the Village Board of Trustees and the agreement of the Employee.

- C. Residency: The Employee shall be domiciled within the County of Westchester New York effective October 15th 2012. Any obligation to be domiciled within the Village of Port Chester shall be waived.
- D. Notices. Notices made pursuant to the terms of this Agreement shall be made in writing and delivered by personal delivery and/or overnight next day delivery service. Notice by the Employee to the Village shall be made by personal delivery to the Mayor during Village business hours or by overnight next day delivery to the Mayor's office in the Village. Notice by the Village to the Employee shall be made by personal delivery to the Employee during Village business hours or by overnight next day delivery to the address of the Employee's domicile on file with the Village. Notice shall be deemed made upon personal delivery or upon placement of the notice in an envelope correctly addressed with the correct payment in a receptacle used for purposes of deposit of such item for delivery maintained by the overnight next day delivery service.
- E. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall not be affected and shall remain in full force and effect.
- F. No Waiver. The Waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be constructed as a waiver of any subsequent breach by that party.
- G. Obligations Personal. The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.
- H. New York Law. This Agreement shall be governed by New York law, and any litigation, which may arise from this Agreement, shall be filed and litigated in Westchester County, New York.

VILLAGE OF PORTCHESTER
FOR THE VILLAGE BOARD OF TRUSTEES

CHRISTOPHER D. STEERS

MAYOR DENNIS PILLA

CHRISTOPHER D. STEERS

DATE

DATE

Approved as to Form:

_____ Date: _____

B/T Mtg. Date **August 20, 2012**
Interim Local Law
Resolution # 1

- Action: Adopted
 Defeated
 Tabled
 No Action
 Amended

Motion 1 2

Vote:	Aye	Nay	Abstain	Absent
Brakewood				
Terenzi				
Didden				
Branca				
Kenner				
Marino				
Pilla				

**AN INTERIM LOCAL LAW AMENDING THE CODE
OF THE VILLAGE OF PORT CHESTER ESTABLISHING
A PERMIT AMNESTY PROGRAM**

SECTION 1: Purpose and Intent.

The Board of Trustees has made code enforcement its first policy priority and has taken the initiative by supporting the development and implementation of a comprehensive, non-discriminatory code enforcement program.

The Board has knowledge that work has been done without a building permit, or work that was done with a permit was not properly closed out with the requisite inspection and certificate of occupancy. Such requirements are not new, and have been in effect since the adoption of the initial Village's Zoning Regulation in 1927.

The Board finds that the current situation with regard to such permits and certificates is not only long-standing, but pervasive throughout the entire village and poses a real and present danger to the safety of all residents. The Board has been advised that such situations often include zoning issues involving area and dimensional requirements. The Board finds that existing legal administrative structures in the Zoning Board of Appeals do provide relief, but that there is a need to address deviances that are deemed de minimus, or so minor as to have no appreciable impact on the neighborhood or surrounding properties.

There is currently an active and effective code enforcement program that may otherwise subject property owners to substantial fines who have failed to obtain permits, failed to close out permits, and/or have failed to obtain the required certificate of occupancy. The Building and Code Enforcement Departments have proactively engaged property owners to resolve permit and certificate of occupancy issues on a case-by-case basis. However, the Board finds and declares that an amnesty program herein would provide the necessary legislative sanction to such efforts and ultimately significantly encourage voluntary code compliance.

SECTION 2: Permit Amnesty Program.

- A. There is hereby established a Permit Amnesty Program that shall apply to all properties within the Village of Port Chester. Such program shall include all permitted work without certificates of occupancy, unpermitted past work, and unpermitted work in progress at the time of the adoption of this local law.
- B. The application period for the Permit Amnesty Program shall commence on October 1st, 2012 and end on December 31st, 2012. This shall be known as the Amnesty Period. To be deemed complete all applications shall be accompanied by an application for a "Certificate of Occupancy, Open Permits, Stop Order, Open Violations Verification Request", and an application for a "Zoning Verification Request"; which will thereby provide the initial basis for related permitting, building inspections, fire inspections, and/or applications to any Boards or Commissions.

- C. The Village of Port Chester Building Department shall accept complete applications on the forms designed for such purpose under the Amnesty Program during the Amnesty Period. No applications shall be accepted for amnesty after the end of the Amnesty Period. Applicants with accepted complete applications shall be vested in the Amnesty Program and deemed eligible for same.
- D. Within 18 months after the completion of any such searches and the date of an Amnesty Consultation with the Building Department the applicant shall complete all requirements as may be necessary for and to obtain any required certificate of occupancy. The Building Inspector, upon showing of just cause, may extend this deadline by not more than six (6) additional months. This shall be known as the compliance period.
- E. Failure of the applicant to cooperate and comply with the lawful directives of the Building Inspector in conjunction with the Permit Amnesty Program shall be cause for loss of their eligibility there under.
- F. The Village Manager or his designee may adopt rules of procedure, consistent with this regulation, for the purpose of assuring efficient and uniform administration of its provisions.

SECTION 3: Permits

For those applications under the Amnesty Program involving open expired permits, the Building Inspector is authorized to renew said permit(s) under the umbrella of a single new permit that will encompass any number of open expired permits. All work related to those open expired permit(s) may be closed out under a single new permit as may be practical in the judgment of the Building Inspector. Such expedited process would avoid the need for an applicant to obtain a new permit and pay the requisite fees for each expired permit.

SECTION 4: Zoning

For those applications under the Permit Amnesty Program regarding open expired permits issued prior to the effective date of the 1975 Zoning Regulation that may involve the need for some dimensional variance from the requirements under the applicable zoning regulation, the Building Inspector is authorized to accept deviance from certain of the requirements as “de minimis”. To qualify as eligible for this determination, the following standards must be strictly satisfied:

1. The building or structure must be pre-existing and have been issued a building permit prior to the effective date of the 1975 Zoning Regulation.
2. The subject building or structure must otherwise comply with the applicable building code at the time of construction or alteration.
3. The area or dimensional requirement involves front, rear, and/or side yard setback(s).
4. The set-back encroachment is ten (10) inches or less.

5. The building or structure complies with all other aspects of the Village of Port Chester planning and zoning regulations.

Such deviances may be deemed “de minimis” as prescribed above and shall not require waiver or variance from the Zoning Board of Appeals.

SECTION 5: Fees.

Notwithstanding the fees established in Chapter 175 Fees of the Village Code, the following shall apply during the Amnesty Period:

- A. All administrative fees for construction activities without a building permit (i.e. fee of \$250.00 or three (3) times the permit fee) are hereby waived.
- B. For work completed prior to the effective date of the 1975 Zoning Regulation:
 1. Building permit fees shall be reduced by fifty percent (50%). Zoning application fees shall be waived.
 2. Planning application fees may be waived or reduced by fifty percent (50%) depending upon the nature of the application at the discretion of the Village Manager or his designee.

This shall apply to all building, planning, and zoning applications submitted in conjunction with and under the auspices of the Permit Amnesty program within the Amnesty Period intended to correct the targeted violations.

SECTION 6: Inspections.

All premises participating in the Permit Amnesty Program shall be subject to a complete walkthrough inspection by the Building Department prior to the issuance of a certificate of occupancy.

SECTION 7: Exemptions.

The Amnesty Program is based on voluntary participation. Any and all applicants and/or their subject properties that have either been cited for such violations and are currently under enforcement action and any and all applicants and/or their subject properties that are cited and otherwise put under code enforcement action are not eligible for the Permit Amnesty Program.

SECTION 8: Other land use approvals.

Applicants under the Amnesty Program are still required to obtain any necessary approvals from the Planning Commission, Zoning Board of Appeals approval or any other board approval, except as specified in this local law. All supporting documentation and all fees associated with such land use approvals other than those waived or reduced herein, must be submitted. Although

the Board of Trustees strongly encourages that such applications be reviewed and determined in an expeditious manner, the application processes and typical procedures for all such applications shall otherwise be followed.

SECTION 9: Penalties and Notices

- A. Those applicants who properly submit complete applications within the Amnesty Period shall not be subject to enforcement action through the court system unless the apparent violations are deemed to be an immediate threat to the health safety and welfare to the Village and/or the occupants of the subject premises, or if there are additional violations not specifically addressed by the permit application. Such determination shall be made by the Building Inspector and Code Enforcement Director.
- B. Applicants that fail to obtain the required Certificate of Occupancy at the expiration of the Compliance Period shall be subject to enforcement action as may be necessary.

SECTION 10: Supercession, sunset

- A. So as to fully accomplish the intentions of the Board of Trustees, this local law supercedes any inconsistent or otherwise applicable provision of the Village Code, in particular, chapters 151, 175 and 345.
- B. This local law is in the nature of interim legislation and shall terminate by its terms.

SECTION 11: Validity and severability.

Should any section of, or provision, of this local law be decided by a court of competent jurisdiction to be held unconstitutional or otherwise invalid, such decision shall not affect the validity of the local law not in whole or in part so decided to be unconstitutional or otherwise invalid.

SECTION 12: Effective date.

This local law shall be effective upon due publication and filing with the Secretary of State.

B/T Mtg. Date August 20, 2012	Action: <input type="checkbox"/> Adopted
Agreement	<input type="checkbox"/> Defeated
Resolution # <u> 1 </u>	<input type="checkbox"/> Tabled
	<input type="checkbox"/> No Action
Motion 1 <u> </u> 2 <u> </u>	<input type="checkbox"/> Amended

RESOLUTION

RETAINER FOR MARINE ENGINEERING CONSULTING SERVICES

On motion of TRUSTEE _____, seconded by TRUSTEE _____

, the following resolution was adopted by the Village of Port Chester, New York:

WHEREAS, Halcrow Engineers. P.C. is in the business of providing marine engineering consulting services; and

WHEREAS, by resolution adopted on August 2, 2010, the Board authorized the execution of an agreement with Halcrow to design a steel replacement to the failed portion of the vinyl sheet bulkhead at the Village Marina; and

WHEREAS, this engagement has been deferred by the Board pending discussions with the developer whose contractor constructed this portion of the bulkhead in order to consider a repair to the failed bulkhead as an alternative approach; and

WHEREAS, the Village Manager has utilized the additional consulting services of Halcrow to provide necessary technical assistance regarding the developer's proposed vinyl sheeting repair pending a determination by the Village to proceed; and

WHEREAS, it is contemplated that such expense is being incurred without prejudice to the Village's position with the developer; and.

WHEREAS, an agreement is necessary to formalize this additional scope of work. Now, therefore, be it

RESOLVED, that the Village Manager be hereby authorized to enter into an agreement with Halcrow Engineers, P.C., 22 Cortland Street, New York, compensation to be \$280/hour for the Project Manager and otherwise as set out in the Detailed Man Hours and Cost Schedule annexed thereto, and be it further

RESOLVED, that the Village Treasurer be authorized to make payment to Halcrow from the previously established capital project as follows:

Marina Improvement Project, 005.7230.0400.2009.0107

Approved as to Form:

Village Attorney

Vote:	Aye	Nay	Abstain	Absent
Brakewood				
Terenzi				
Didden				
Branca				
Kenner				
Marino				
Pilla				

CONSULTING AGREEMENT

This Consulting Agreement, (hereinafter referred to as "Agreement") is made this day of August, 2012 by and between The VILLAGE OF PORT CHESTER, NEW YORK with its principal place of business at Village Hall, 222 Grace Church Road, Port Chester, New York, State of New York (hereinafter referred to as "VILLAGE") and HALCROW ENGINEERS, P.C. , a New York Corporation, with its principal place of business at 22 Cortlandt Street, City of New York, State of New York, (hereinafter referred to as "Halcrow").

Recitals

WHEREAS, Halcrow is in the business of providing Marine engineering consulting services; and,

WHEREAS, after a Request for Proposals (RFP) process, Halcrow was selected to undertake the design and replacement of a portion of the vinyl sheet pile bulkhead at the Marina Promenade along the Byram River in the Village of Port Chester; and

WHEREAS, this engagement has been deferred pending discussions with the developer who caused the construction of this portion of the bulkhead; and

WHEREAS, the Village has employed the additional consulting services of Halcrow to provide assistance with regard to such discussions pending a determination by the Village to proceed.

WHEREAS, the parties desire to formalize their relationship by this agreement.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the parties hereto, the receipt and sufficiency of which consideration is hereby acknowledged, the parties hereby agree as follows:

1.Retention and Description of Services. During the term of this Agreement, Halcrow agrees to provide consulting services for the Village as requested by the Village Manager or his designee and more particularly described in "Attachment A" entitled Detailed Labor Man Hours and Cost Schedule for this work is attached hereto and incorporated herein by reference. Should the Village request additional work beyond the original scope, said work shall be mutually agreed with written amendment to Attachment A on the same schedule.

2.Term of Agreement. This Agreement shall continue until the completion by Halcrow of the services described in "Attachment A" unless sooner terminated as provided herein..

3.Fee. The Village shall pay Halcrow a consulting fee as provided for in Attachment A. he Village shall be invoiced on a monthly basis, and after audit, pay such amounts due within thirty (30) calendar days of the receipt of each invoice. Upon mutual termination of this Agreement, Halcrow expressly understands and agrees that the Village's sole obligation shall be to pay Halcrow for services rendered as of the date of termination

4. Benefits. Halcrow, as an independent contractor, shall not be entitled to any compensation, wages, bonuses or benefits other than the fees provided under Paragraph 3.

5. Copyright and Right to Work Product. It is the intention of the parties hereto that all rights, including without limitation, copyright, in any written materials, software products, reports, memoranda or notes prepared by Halcrow pursuant to the terms of this Agreement or otherwise for the Village shall be the property of the Village and all rights thereto shall vest in the Village.

6. Confidentiality. Halcrow recognizes and acknowledges that the Village, in the conduct of its business, may generate and come into possession of confidential and/or privileged information or records with regard to the subject-matter pertaining to this agreement. Halcrow recognizes and acknowledges that the unauthorized disclosure of said information would irreparably damage the Village. All such information is hereinafter collectively referred to as "Confidential Information." For purposes of this Agreement, "Confidential Information" shall mean any information relating to the business of the Village that has not previously been publicly released by duly authorized representatives of the Village.

7. Nondisclosure. Halcrow agrees that, except as directed by the Village, Halcrow will not at any time use or disclose any Confidential Information or any other information designated as confidential or proprietary by the Village to any person whatsoever. Nor shall Halcrow, except as authorized in writing by the Village, permit any person whatsoever to examine and/or take copies of any reports or any documents prepared by Halcrow or that come into Halcrow's possession or under Halcrow's control by reason of Halcrow's services hereunder.

8. Termination of Agreement. This Agreement shall terminate upon the happening of any of the following events:

- a. By mutual agreement of the parties or upon written notice by the Village to Halcrow for convenience. In either event, Halcrow shall cease all work immediately upon receipt of written notice or at such point as mutually agreed between the parties. Final payment shall be made to Halcrow for all work satisfactorily performed up to the point of termination;
- b. Upon written notice by the Village to Halcrow. In the event that this agreement is terminated by the Village for cause, Halcrow shall have 15 days written notice and opportunity to cure before such termination is effective.

9. Independent Contractor. This Agreement establishes between the Village and Halcrow an independent contractor relationship, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. Halcrow will furnish services to the Village using its' own means and methods. Neither Halcrow nor any employee of Halcrow shall be considered an employee of Village.

10. Notices. Any notice, demand or other writing required to be given or served in this Agreement by either party to the other, shall be deemed to have been fully given or served when

Village of Port Chester / Halcrow Consulting Agreement
Byram River Phase II Vinyl Bulkhead Replacement Services

made in writing and deposited in the United States mail, postage prepaid, at the address set forth below, or such other address as the party may hereinafter designate to the other party in writing:

Attn: Alan K. Waller, PE, V.P.
Halcrow Engineers, PC
22 Cortlandt Street, floor 30
New York, New York 10007

Attn: Christopher Russo - Village Manager
Village of Port Chester
Village Hall
222 Grace Church Street
Port Chester, New York 10573

11. Entire Agreement. This Agreement supersedes all prior negotiations and agreements, proposed or otherwise, whether written or oral, between the parties concerning consulting services provided by Halcrow, and this Agreement constitutes the entire agreement between these parties.

12. Modifications. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party.

13. Assignment. Halcrow shall not assign or transfer any rights under this Agreement without the Village's prior written consent.

14. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement.

15. Dispute Resolution. Any dispute between the parties shall be resolved by litigation in a court of competent jurisdiction.

16. Insurance. Halcrow shall procure and maintain, at all times, and at its own expense, Professional Liability insurance with a minimum of \$3,000,000 each occurrence and \$3,000,000 aggregate and Commercial General Liability insurance with a minimum of \$1,000,000 per occurrence and \$2,000,000 in aggregate. A certificate of insurance shall be issued to the Village naming it as an additional insured for the services covered under this Agreement.

17. Limitation of Liability. In no event shall Halcrow be liable for any indirect, special or consequential loss or damage arising out of the performance of services hereunder including but not limited to, loss of use, loss of profit, or business interruption whether caused by the negligence of Halcrow or otherwise.

18. Indemnity. To the fullest extent permitted by law, Halcrow shall indemnify, defend and hold

Village of Port Chester / Halcrow Consulting Agreement
Byram River Phase II Vinyl Bulkhead Replacement Services

harmless the Village and their respective officers, agents, employees, successors and assigns and all of the foregoing from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney fees, costs, expenses and losses arising from Halcrow's errors or negligent acts or omissions, as well as the errors or negligent acts or omissions of any officer, agent, employee or subcontractor of Halcrow (including their respective agents or employees) in connection with the engineering services provided pursuant to this Agreement, including claims for bodily injury and property damage, arising from the engineering services provided hereunder. Halcrow shall not be required to indemnify, defend or hold harmless the Village of Port Chester for the sole negligence of the Village.

19. Compliance with Law. Halcrow shall comply with any and all applicable laws and regulations which are now in effect or which may become applicable regarding any services provided hereunder.

20. Choice of Law. This Agreement shall be deemed to be made under, shall be in accordance with, and governed by the laws of the State of New York.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Headings Not Controlling. Headings in this Agreement are used for ease of reference and are not controlling of the interpretation of this Agreement.

Approved as to Form:

Anthony M. Cerreto
Village Attorney

IN WITNESS WHEREOF, the parties have executed this Consulting Agreement as of the date first written above.

Village of Port Chester / Halcrow Consulting Agreement
Byram River Phase II Vinyl Bulkhead Replacement Services

HALCROW ENGINEERS, PC

By: Alan K. Waller

Signature:

A handwritten signature in black ink, appearing to read 'Alan K. Waller', with a date '6/1/15' written below it.

Title: Vice-President

VILLAGE OF PORT CHESTER

By: Christopher J. Russo

Signature

Title: Village Manager

Village of Port Chester / Halcrow Consulting Agreement
Byram River Phase II Vinyl Bulkhead Replacement Services

Attachment A

- Detailed Labor Man Hours and Cost Schedule

	Project Manager	Sr. Engineer	Engineer	Engineer	CAD	Total
1. Review of McLean Drawings, Specifications and Calculations	40	50	50			140
2. Submit Update Meeting Assumptions 10/24/11	40		40			80
3. Vinyl Bulkhead Condition Field Value Assume 4/19/4 hrs	10	20	40	8	40	118
4. ACO/DIC Permit Modification for McLean Reports	10	50	40			110
5. Construction Cost Estimating Allowance	50	60	80			190
6. Miscellaneous Consultation						
Total Hours (Normal)	150	180	215	8	40	593
<p>Hourly Billing Rate (Office based Staff - 2011)</p> <p>Note: 2011 rates shown. Hollow standard billing rates will be utilized for 2012 and later years.</p>						
	Project Manager \$28	Sr. Engineer \$120	Engineer \$75	Engineer \$75	CAD \$12	Total
1. Review of McLean Drawings, Specifications and Calculations	\$1,120	\$12,000	\$15,750	\$15,000	\$480	\$45,350
2. Submit Update Meeting Assumptions 10/24/11	\$1,120		\$3,000			\$4,120
3. Vinyl Bulkhead Condition Field Value Assume 4/19/4 hrs	\$2,800	\$2,400	\$3,000	\$600	\$480	\$9,280
4. ACO/DIC Permit Modification for McLean Reports	\$2,800	\$6,000	\$3,000			\$11,800
5. Construction Cost Estimating Allowance	\$2,800	\$7,500	\$6,000			\$16,300
6. Miscellaneous Consultation	\$2,800	\$7,500	\$6,000			\$16,300
Total Cost (Normal)	\$15,840	\$59,400	\$57,000	\$3,000	\$5,000	\$139,240

Direct Expenses

Days	Travel and Per Diem
	\$100
Subtotal Direct Expenses	\$100

Misc Expenses

Reproduction	\$100
Document Delivery	\$50
Subtotal Misc Expenses	\$150
Total Expenses	\$250

Total Labor Cost \$100,390
 Out of Pockets \$250
 Total Cost \$100,640

B/T Mtg. Date August 20, 2012	Action: <input type="checkbox"/> Adopted
Agreement	<input type="checkbox"/> Defeated
Resolution # <u> 2 </u>	<input type="checkbox"/> Tabled
	<input type="checkbox"/> No Action
Motion 1 <u> 2 </u>	<input type="checkbox"/> Amended

RESOLUTION

RETAINER FOR THIRD-PARTY ADMINISTRATION SERVICES FOR FORMER VILLAGE'S SELF-INSURED WORKERS COMPENSATION PROGRAM

On motion of TRUSTEE _____, seconded by TRUSTEE _____

_____, the following resolution was adopted by the Board of Trustees of the Village of Port Chester, New York:

WHEREAS, the Village of Port Chester formerly had a self-insured workers compensation program; and

WHEREAS, such program required the Village to retain a firm to provide third-party administration services ("TPA"); and

WHEREAS, PMA Management Corp. was the last TPA before the Village retained PERMA as its workers' compensation carrier; and

WHEREAS, PMA has been actively managing the "run-off" or claims that were open as of the date of such change; and

WHEREAS, PMA's proposed fee for such service was significantly less than that submitted by PERMA; and

WHEREAS, the Village Manager recommends that PMA's agreement be renewed for the 2012-2013 Fiscal Year. NOW, THEREFORE, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into an agreement with PMA Management Corp., 330 Fellowship Road, Suite 200, Mount Laurel, New Jersey 08054, to continue as Third Party Administrator for the "run-off" claims with regard to the Village's former self-insured workers compensation program through May 31, 2013 Fiscal Year, compensation to be \$12,000.

Approved as to Form:

Village Attorney

Vote:	Aye	Nay	Abstain	Absent
Brakewood				
Terenzi				
Didden				
Branca				
Kenner				
Marino				
Pilla				

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT is hereby made this 1st day of August 2012 to the Service Agreement (Agreement) commencing July 1, 2005 by and between PMA Management Corp. (PMAMC) and Village of Port Chester (Client). The parties hereby mutually agree and intend to be legally bound by amending the Agreement as follows:

1. TERM

Section 2 of the Agreement shall be amended to note the termination date of this Agreement shall be May 31, 2013.

2. TPA SERVICES

Section 3 of the Agreement shall be amended to note that PMAMC shall only provide TPA services for Client's Takeover Claims and no longer shall provide TPA services for non-takeover Qualified Claims. These claims shall be handled by PMAMC until May 31, 2013.

3. PAYMENT of CLAIMS SERVICES FEES

- a. Section 10 of the Agreement shall be amended to note:
 - i. During the period of September 1, 2012 through and including May 31, 2013, for services rendered under the Agreement, Client agrees to pay PMAMC a Flat Fee of Nine Thousand Dollars (\$9,000), to be paid in nine (9) equal monthly installments of One Thousand Dollars (\$1,000). Client further agrees to pay the initial installment at the inception of this Amendment and subsequent installments monthly thereafter.
- b. Portions of Section 10 of the Agreement pertaining to any remaining time period of the Agreement after May 31, 2013 shall be null and void.
- c. Portions of Section 10 of the Agreement pertaining to the time period of July 1, 2005 through and including August 31, 2007 shall remain unchanged.

4. MANAGED CARE FEES

For medical bill review and repricing services, Client shall pay a fee of twenty-five percent (25%) of the total savings resulting from use of PMAMC's Cost Containment Programs.

5. RISK CONTROL SERVICE FEE

Section 12 of the Agreement shall be amended to note that at Client's request, PMAMC shall provide Risk Control Services (RCS) at an hourly rate of One Hundred Twenty-Five Dollars (\$125) per hour.

6. SECTION 111 REPORTING

- a. Client understands and acknowledges that it is a Responsible Reporting Entity (RRE) as defined by the Centers for Medicare and Medicaid Services (CMS), and primarily responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.
- b. Client authorizes and PMAMC agrees to undertake Client's Section 111 reporting requirements as Client's Account Manager/Reporting Agent as it relates to Client's non-Record Only claims being administered pursuant to the Agreement. This reporting shall be limited to Takeover Claims which are open or opened by PMAMC during this Amendment. Client further agrees to fully cooperate with PMAMC, including the execution of any documents necessary for such authorization.
 - i. PMAMC shall not provide any Section 111 reporting services for Client's Record Only claims.
 - ii. PMAMC shall not undertake Section 111 reporting activities for Client's claims which were converted from Client's prior TPA to PMAMC but were never opened or handled by PMAMC.
- c. PMAMC shall charge and Client shall pay a fee of \$6.00 per claim for any claim PMAMC needs to query pursuant to the Agreement.
- d. Client acknowledges and agrees to provide PMAMC with complete, accurate, and timely data for Section 111 reporting purposes.
- e. Conditioned on the aforementioned, PMAMC shall commence reporting of Client's data as directed by CMS, and shall continue for as long as PMAMC is contractually obligated to administer Client's claims.
- f. Indemnification between the parties for Section 111 reporting shall be governed by the indemnification provisions of the Agreement. PMAMC shall not indemnify, and specifically disclaims liability for any failure of: (1) Client to register as a RRE; (2) Client to execute any documents necessary to authorize PMAMC as its Account Manager/Reporting Agent; or (3) Client or its prior TPA to report Client's claims when they were first required to do so.

All other fees, terms, and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Amendment to the Agreement to be executed by their duly authorized officers or representatives on the date first written above.

PMA MANAGEMENT CORP.

VILLAGE OF PORT CHESTER

BY: _____

BY: _____

TITLE: _____

TITLE: _____

B/T Mtg. Date August 20, 2012	Action: <input type="checkbox"/> Adopted
Finance	<input type="checkbox"/> Defeated
Resolution # _____	<input type="checkbox"/> Tabled
	<input type="checkbox"/> No Action
Motion 1 _____ 2 _____	<input type="checkbox"/> Amended

RESOLUTION
CERTIORARI SETTLEMENT
PATHMARK STORES, INC
SECTION 142.53, BLOCK 1, LOT 5

On motion of TRUSTEE _____, seconded by TRUSTEE _____, the following resolution was adopted by the Board of Trustees of the Village of Port Chester, New York:

WHEREAS, Cronin, Cronin & Harris, P.C. filed certiorari proceedings for review of tax assessments fixed by the Village of Port Chester upon property designated as Section 142.53, Block 1, Lots 5 on the Tax Assessment Map of the Village of Port Chester for the tax assessment years 2008 and 2009; and

WHEREAS, filings were made against the Town of Rye for these and for subsequent tax assessment years; and

WHEREAS, these proceedings are on the trial calendar in the Westchester Supreme Court; and

WHEREAS, after conference with the Court, the parties have agreed to settle these proceedings, and, with regard to the Village of Port Chester, by the Village accepting a reduction in the assessment for the tax assessment years 2008 through 2009 with a total refund due of \$9,031.97, statutory interest being waived, as follows:

Section 142.53.1-5

Year	Original Assessment.	New Assessment.	Amount of Reduction
2008	\$11,000,000	\$10,700,000	\$300,000
2009	\$11,000,000	\$10,300,000	\$700,000

Now, therefore, be it

RESOLVED, that the Village Attorney is authorized to sign the Consent Judgment with Cronin, Cronin & Harris, P.C., attorneys for petitioner, Pathmark Stores, Inc., settling the above matter in the amount of \$9,031.97 charged to General Fund A/C 1960.480.

Approved as to Form:

Anthony Cerreto
Village Attorney

Vote:	Aye	Nay	Abstain	Absent
Brakewood				
Terenzi				
Didden				
Branca				
Kenner				
Marino				
Pilla				

VILLAGE OF PORT CHESTER
 TAX CERTIORARI REFUND CALCULATION
 8/1/2012, File #100-82

PATHMARK STORES, INC VS TOWN OF RYE
 SECTION 142.53, BLOCK 1, LOT 5)
 CHECK PAYABLE TO CRONIN, CRONIN & HARRIS, P.C. AS ATTORNEYS FOR PETITIONER

TOWN ROLL ASSESSMENT YEAR	VILLAGE TAX/FISCA YEAR	ORIGINAL ASSESS.	REDUCED ASSESS.	AMOUNT REDUCED	TAX RATE	TAX REFUND
2008	2009-10	\$ 11,000,000	\$ 10,700,000	\$ 300,000	8.783549	\$ 2,635.06
2009	2010-11	\$ 11,000,000	\$ 10,300,000	\$ 700,000	9.138441	\$ 6,396.91
2010	2011-12	\$ 9,120,000	\$ 9,120,000	\$ -	9.316441	\$ -
2011	2012-13	\$ 9,494,700	\$ 9,494,700	\$ -	9.847293	\$ -

TOTAL TAX REFUND DUE:

\$9,031.97

\$0.00

001-1960-0480

\$9,031.97

Our File #100-82

At a Special Term of the Supreme Court, State of New York, County of Westchester, held at New York on the day of 2012.

P R E S E N T

Hon. John R. La Cava
Justice

-----X
In the Matter of the Application of:

ORDER

	<u>Index #</u>	<u>Assessment Year</u>
PATHMARK STORES, INC.		
Petitioner,		
--against--		
THE ASSESSOR, THE BOARD OF ASSESSORS AND THE BOARD OF ASSESSMENT REVIEW OF THE TOWN OF RYE AND THE TOWN OF RYE	08-21074 09-21677 10-25112 11-56672	2008 2009 2010 2011

Respondents.

For Review of a Tax Assessment Under
Article 7 of the Real Property Tax Law.

-----X

Proceedings having been brought by PATHMARK STORES, INC., the Petitioner herein, to review the assessments by the Respondents for the purpose of taxation upon certain parcels of real property owned by the Petitioner herein for the taxable status dates of May 1, 2008 (Assessment Year: 2008), May 1, 2009 (Assessment Year: 2009), May 1, 2010 (Assessment Year: 2010) and May 1, 2011 (Assessment Year: 2011) and the Petitioner herein by their attorneys, CRONIN, CRONIN & HARRIS, P.C., and the Respondents, Town of Rye, by their attorney, PAUL J. NOTO, ESQ., having entered into a formal Stipulation dated August 1, 2012 settling the above-captioned proceedings, which Stipulation is to be filed herewith and due deliberation having been had,

NOW, on motion of CRONIN, CRONIN & HARRIS, P.C., attorneys for the Petitioner, it is

ORDERED that the assessments of the Petitioner's real property upon the assessment roll of the Town of Rye be corrected and reduced to read as follows:

Desc. 142.53-1-5:

<u>Taxable</u> <u>Status Date</u> <u>Assessment Yr.</u>	<u>Name</u>	<u>Original</u> <u>Assessed</u> <u>Valuation</u>	<u>Amount of</u> <u>Reduction</u>	<u>Total</u> <u>Final</u> <u>Assessed</u> <u>Valuation</u>
May 1, 2008 (2008)	PATHMARK STORES, INC.	\$11,000,000	\$300,000	\$10,700,000
May 1, 2009 (2009)	PATHMARK STORES, INC.	\$11,000,000	\$700,000	\$10,300,000
May 1, 2010 (2010)	PATHMARK STORES, INC.	\$ 9,120,000	\$ -0-	\$ 9,120,000
May 1, 2011 (2011)	PATHMARK STORES, INC.	\$ 9,494,700	\$ -0-	\$ 9,494,700

ORDERED AND DIRECTED that the County Legislators of the County of Westchester, State of New York, be and hereby is directed and authorized to audit, allow, and pay to CRONIN, CRONIN & HARRIS, P.C., as attorneys for the Petitioner, PATHMARK STORES, INC., the amounts, if any, of County taxes paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes should have been if the said assessments had been determined by this Order, without interest thereon, if payment is made within ninety (90) days

of service of a certified copy of this Order with a Notice of Entry together with proof of payment as to Westchester County taxes upon the Commissioner of Finance of the County of Westchester. If payment is not made within ninety (90) days after the service of a certified copy of this Order upon the Commissioner of Finance of the County of Westchester, then statutory interest will accrue, and it is further

ORDERED AND DIRECTED that the Receiver of Taxes of the Town of Rye be and hereby is directed and authorized to audit, allow, and pay to CRONIN, CRONIN & HARRIS, P.C., as attorneys for the Petitioner, PATHMARK STORES, INC., the amounts, if any, of Town taxes paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes should have been if the said assessments had been determined by this Order, without interest thereon, if payment is made within ninety (90) days of service of a certified copy of this Order upon the Receiver of Taxes of the Town of Rye. If payment is not made within ninety (90) days after the service of a certified copy of this Order upon the Receiver of Taxes of the Town of Rye, then statutory interest will be paid on the amount of any refund, from the date of payment of taxes as provided by Section 726 of the Real Property Tax Law, and upon the service of a certified copy of an Order upon the Receiver of Taxes of the Town of Rye, and it is further

ORDERED AND DIRECTED that the Treasurer of the Village of Port Chester be and hereby is directed and authorized to audit, allow, and pay to CRONIN, CRONIN & HARRIS, P.C., as attorneys for the Petitioner, PATHMARK STORES, INC., the amounts, if any, of Village taxes paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes should have been if the said assessments had been determined by this Order, without interest thereon, if payment is made within ninety (90) days of service of a certified copy of this Order upon the Treasurer of the Village of Port Chester. If payment is not made within ninety (90) days after the service of a certified copy of this Order upon the Treasurer of the Village of Port Chester, then statutory interest will be paid on the amount of any refund, from the date of payment of taxes as provided by Section 726 of the Real Property Tax Law, and upon the service of a certified copy of an Order upon the Treasurer of the Village of Port Chester, and it is further

ORDERED AND DIRECTED that the Trustees of the Port Chester-Rye School District, unless sooner paid, at the next budget or other appropriate meeting following the entry of this Order, shall audit, allow and pay to CRONIN, CRONIN & HARRIS, P.C., as attorneys for the Petitioner, PATHMARK STORES, INC., that part of the taxes representing the School taxes which is in excess of what such taxes would have been if the assessment complained of had been herein audited and determined by this Order, without interest thereon, if payment is made within ninety (90) days of service of a certified copy of this Order upon the Trustees of the Port Chester-Rye School

District. If payment is not made within ninety (90) days after the service of a certified copy of this Order upon the Trustees of the Port Chester-Rye School District, then statutory interest will be paid on the amount of any refund made, from the date of payment of the taxes as provided by Section 726 of the Real Property Tax Law, and upon the service of a certified copy of an Order upon the Trustees of the Port Chester-Rye School District, and it is further

ORDERED AND DIRECTED that upon compliance with the terms of this Order, the above captioned proceedings be, and the same hereby are discontinued without costs to either party as against the other.

Date:

E N T E R:

J.S.C.

Entry of the foregoing Order
is hereby consented to:



BY: SEAN M. CRONIN, ESQ.
Cronin, Cronin & Harris, P.C.
Attorney for Petitioner

BY: PAUL J. NOTO, ESQ.
Attorney for Respondents
Town of Rye

SUPREME COURT STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X

STIPULATION OF SETTLEMENT

In the Matter of the Application of:

PATHMARK STORES, INC.

Petitioner,

-against-

THE ASSESSOR, THE BOARD OF ASSESSORS AND
THE BOARD OF ASSESSMENT REVIEW OF THE
TOWN OF RYE AND THE TOWN OF RYE

Respondents.

For Review of a Tax Assessment Under
Article 7 of the Real Property Tax Law.

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IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for the respective parties that the tax review proceedings now pending for the taxable status dates of May 1, 2008 (Assessment Year: 2008), May 1, 2009 (Assessment Year: 2009), May 1, 2010 (Assessment Year: 2010) and May 1, 2011 (Assessment Year: 2011) be and the same hereby are settled and adjusted as follows:

Desc. 142.53-1-5:

<u>Taxable</u> <u>Status Date</u> <u>Assessment Yr.</u>	<u>Name</u>	<u>Original</u> <u>Assessed</u> <u>Valuation</u>	<u>Amount of</u> <u>Reduction</u>	<u>Total</u> <u>Final</u> <u>Assessed</u> <u>Valuation</u>
May 1, 2008 (2008)	PATHMARK STORES, INC.	\$11,000,000	\$300,000	\$10,700,000
May 1, 2009 (2009)	PATHMARK STORES, INC.	\$11,000,000	\$700,000	\$10,300,000

<u>Taxable Status Date Assessment Yr.</u>	<u>Name</u>	<u>Original Assessed Valuation</u>	<u>Amount of Reduction</u>	<u>Total Final Assessed Valuation</u>
May 1, 2010 (2010)	PATHMARK STORES, INC.	\$9,120,000	\$ -0-	\$9,120,000
May 1, 2011 (2011)	PATHMARK STORES, INC.	\$9,494,700	\$ -0-	\$9,494,700

IT IS FURTHER STIPULATED AND AGREED, that the real property tax paid by the Petitioner to the Town of Rye for the taxable status dates of May 1, 2008 (Assessment Year: 2008), May 1, 2009 (Assessment Year: 2009), May 1, 2010 (Assessment Year: 2010) and May 1, 2011 (Assessment Year: 2011) insofar as such tax may exceed the tax payment due on the reduced assessment of:

<u>Property</u>	<u>Taxable Status Date Assessment Yr.</u>	<u>Final Assessed Valuation</u>
142.53-1-5	May 1, 2008 (2008)	\$10,700,000
142.53-1-5	May 1, 2009 (2009)	\$10,300,000
142.53-1-5	May 1, 2010 (2010)	\$ 9,120,000
142.53-1-5	May 1, 2011 (2011)	\$ 9,494,700

shall be refunded to CRONIN, CRONIN & HARRIS, P.C., as attorneys for Petitioner, PATHMARK STORES, INC., without interest thereon if payment is made within ninety (90) days of service of a certified copy of an Order upon the Commissioner of Finance of the County of Westchester, the Receiver of Taxes of the Town of Rye, the Treasurer of the Village of Port Chester and the Trustees of the Port Chester-Rye School District, if payment is not made within said ninety (90) day period, then statutory interest will be paid on the amount of any refund, from the date of payment of the taxes as provided by Section 726 of the Real Property Tax Law.

IT IS FURTHER STIPULATED AND AGREED, that upon compliance with the terms of the Stipulation, that said tax review proceedings shall be discontinued without costs to any party and that an Order to this effect may be entered forthwith without further notice.

Dated: Mineola, New York
August 1, 2012

CRONIN, CRONIN & HARRIS, P.C.
Attorneys for Petitioner



BY: SEAN M. CRONIN, ESQ.
200 Old Country Road
Suite 570
Mineola, New York 11501

BY: PAUL J. NOTO, ESQ.
Attorney for Respondents
Town of Rye

B/T Mtg. Date August 20, 2012	Action: <input type="checkbox"/> Adopted
Appointment	<input type="checkbox"/> Defeated
Resolution # <u> 1 </u>	<input type="checkbox"/> Tabled
	<input type="checkbox"/> No Action
Motion 1 <u> 2 </u>	<input type="checkbox"/> Amended

RESOLUTION

On motion of TRUSTEE _____, seconded by TRUSTEE _____

, the following resolution was adopted by the Board of Trustees of the Village of Port

Chester, New York:

WHEREAS, Joan Mancuso resigned as Clerk of the Village of Port Chester; and

WHEREAS, the Board has interviewed candidates for this public office; and

WHEREAS, Jackie Johnson, Deputy Clerk has been acting in the capacity of Acting Clerk pending the selection of Clerk. Now, therefore, be it

RESOLVED, that Janusz Richards, be and hereby appointed Clerk of the Village of Port Chester, said appointment to be effective immediately and to expire on April 1, 2013, at an annual rate of compensation of \$75,000.

Approved as to Form:

Village Attorney

Vote:	Aye	Nay	Abstain	Absent
Brakewood				
Terenzi				
Didden				
Branca				
Kenner				
Marino				
Pilla				

RESUME

of

JANUSZ R. RICHARDS, D.C., 10 Kings Park Dr. Port Chester, New York 10573-1717 (H)
150 Purchase St. Suite-5, Rye, New York 10580-2141 (O)
914-967-5655 Voice 914-967-5887 Fax NYSDC@optonline.net

QUALIFICATIONS SUMMARY

A highly creative, analytical, goal-oriented professional with chiropractic and peer utilization reviews experience.

Highly organized with ability to manage multiple projects and meet deadlines. A strong work ethic combined with a commitment to excellence in all projects undertaken. A team player, working effectively with others in accomplishing objectives. Computer literate.

EDUCATIONAL BACKGROUND

1980...1983 Palmer College of Chiropractic, Davenport, IA, D.C. degree

POST DOCTORAL EDUCATION AND TRAINING

1998...Independent Chiropractic Examiner Society, Inc. in association with New York Chiropractic College Postgraduate Continuing Education Division, Levittown, New York, ICES Certified Insurance Consultant

1996...New York Chiropractic College, Old Brookville, New York, Postgraduate Division, Certificate of Proficiency in Managed Care and Utilization Review

1986...1988 New York Chiropractic College, Old Brookville, New York, Postgraduate Division, Satisfactorily completed coursework in Impairment Rating for Disability Evaluation of Musculoskeletal and Nervous System

1985...1986 Northwestern College of Chiropractic, Bloomington, MN, Postgraduate Division, Certified Chiropractic Industrial Consultant

RELATED EXPERIENCE

1983...1985 Externship Dr. Charles Keller, Chiropractor, Yonkers, New York
05/83...12/1983 Externship for Dr. Frederick E. Witek, Chiropractor, Port Chester, New York
1982...1983 Clinical Internship - having met all Council on Chiropractic Educational Requirements

PROFESSIONAL BACKGROUND

08/1983...PRESENT Private practice - Rye, New York
09/2007...PRESENT National Board of Chiropractic Examiners (NBCE) Standardized Patient Trainer for Part IV practical exam.
03/2005...05/30/2005 NBCE - Standardize Patient Accuracy Project
05/1998...11/2001 Overall-In-Charge for the Part IV practical exam for The National Board of Chiropractic Examiners (NBCE).

PROFESSIONAL AFFILIATIONS

New York State Chiropractic Association

LICENSE / CERTIFICATE

Doctor of Chiropractic - Licensed in the State of New York
Certified by the National Board of Chiropractic Examiners
Certified Chiropractic Industrial Consultant, Northwestern College of Chiropractic
Certification of Completion in Infection Control
Certificate of Proficiency in Managed Care and Utilization Review
ICES Certified Insurance Consultant CIC# 0008
Certified CPR for the Professional Rescuer
Certificate of proficiency in the principles and procedures of UR & AAHC/URAC UM standards #1004.

PROFESSIONAL SERVICES

Director New York State Chiropractic Association	06/2011 to Present
	06/2008 to 05/2010
	06/2002 to 05/2006
President New York State Chiropractic Association District 8 (Westchester County)	06/2001 to 05/2007
Delegate New York State Chiropractic Association District 8 (Westchester County)	06/2006 to 05/2008
	06/1993 to 05/2001
Treasurer of Independent Chiropractic Examiners Society, Inc.	11/1998 to 02/2002

COMMUNITY & ASSOCIATION SERVICES

Town of Rye Assessment Review Board Member	09/2010 to Present
Instructor for the U.S. citizenship and naturalization test	11/2010 to Present
Board Member Kings Park Home Owners Association	04/1990 to Present
Treasurer Kings Park Home Owners Association	04/2003 to Present
Instructor for the U.S. citizenship and naturalization test at the Port Chester Carver Center	09/2006 to 11/2010
Board Member of the Port Chester Housing Authority	03/2003 to 03/2008
Chairman Village of Port Chester Republican Committee	10/2001 to 04/2007
Chairman Port Chester Zoning Board of Appeals	08/2005 to 03/2006
Full member of the Port Chester Zoning Board of Appeals	02/2002 to 05/2003
	12/1992 to 02/1998
Full member of the Port Chester Planning Commission	05/2001 to 01/2002
Board Member of the Port Chester Youth Board	03/1990 to 12/1999
Director-Polish United Club	01/1990 to 12/2005

SPECIAL ACTIVITIES

In March of 2003, I was honored to be selected as the Project Manager along with Content and Layout Management of the new NYSCA.com web site. Additionally, I was instrumental in developing and updating the membership database that is part of the new web site. In January of 2007 I was selected as the Project Manager and Layout Management of the new NYCPAC.net web site.

From May 15, 1998 to November 11, 2001, I have been the "Overall-In-Charge" for The National Board of Chiropractic Examiners (NBCE) Part IV practical exam at the New York downstate site. The Part IV Overall-In-Charge is the primary policy link to the NBCE. The most important element of this position requires that the national examination and the standardization of all administrative processes be followed. The "Overall-In-Charge" ensures that all facilities and personnel are prepared and properly trained to NBCE specifications. In addition, performs a coordinating role with the Chief Examiner, Test Site Administrator, assists in Standardize Patient Training, and handles all issues of contention among these individuals that may arise during the examination.

This examination is designed to measure the clinical competency of chiropractors that are pursuing first-time state licensure, or chiropractors that have a valid state license, but are seeking licensure in one of 45 plus states that accept the Part IV practical exam as their final examination before obtaining a chiropractic license to practice.

I have assisted with Standardize Patient Training in 1997 to 2001 and 2007 to Present. Additionally, I was an Assistant Chief Examiner in 1996 and 1997. The Assistant Chief Examiner is responsible for organizing the examiners, and assists in administering the exam at the New York downstate and upstate sites.

CREDENTIAL / PROVIDER FOR:

Aetna
Cigna Healthcare of New York
MEDICARE
Oxford Health Plans (United Health Care)
State of NY Workers Compensation Board
United Health Care

CHIROPRACTIC CONSULTANT

Independent Chiropractic Consultant to, **Encompass, Medical Care Management Corporation (MCMC), HAYES Plus, Inc.**, and others providing IME's, peer and utilization reviews and medical bill reviews for chiropractic claims.

I have completed Post Doctoral education and training and certified by the Independent Chiropractic Examiners Society, Inc. (ICESTM). ICESTM is a not-for-profit educational corporation. The Society was organized to develop and maintain the maximum level of competence and ethical standards among Doctors of Chiropractic, who perform outcome assessment examinations, mediate insurance claims and provide expert court testimony. Before acceptance as an ICESTM member, all candidates must have been in full time practice for a minimum of eight years, complete and pass a V Module course curriculum and are subject to primary source verification, and require annual re-certification.

The purpose of ICESTM was to establish an authoritative body, which would oversee the independent professional examination process, which insures the uniform and equitable interests for the protection of the public. Additionally, ICESTM conducted, sponsored and provided pertinent mandatory educational seminars, as well as institutes a public access forum protocol for filing a complaint.

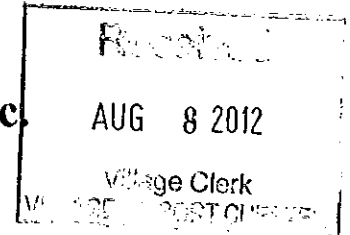
Additionally, I have successfully completed a course in Chiropractic Managed Care and Utilization Review and Chiropractic Industrial Consulting, which includes pre-employment examination and evaluation of industrial workstations and there affect on employees. I also satisfactorily completed coursework in Impairment Rating for Disability Evaluation of Musculoskeletal and Nervous System.

COMPUTER SKILLS

Computer literate. Proficient in MS Windows 7, MS Office 2010 (MS Word, MS Excel, MS Access, MS PowerPoint etc).

Report #1

Washington Engine & Hose Co. #4, Inc.
PORT CHESTER FIRE DEPARTMENT
PORT CHESTER, NEW YORK



August 6, 2012

Village Clerk
Village of Port Chester
222 Grace Church St
Port Chester NY 10573

Dear Village Clerk:

Please note the action of Washington E&H Co #4 in electing to active membership:

Ferdinando (Freddy) Schiro
1 Benders Drive
Greenwich, Ct 06831

Freddy is scheduling his medical and will bring the approved script from Dr Yudin when completed.

Please schedule the Board to take appropriate actions at the earliest convenience.

Sincerely,

Paul Cregan
Secretary

Received

AUG 16 2012



Companies:

Reliance Engine & Hose
No. 1

Putnam Engine & Hose
No. 2

Fire Department

Village of Port Chester

WESTCHESTER COUNTY, N. Y.

Headquarters: Westchester Avenue and Boninga Street

Village Clerk

Harry Howard Hook &
Ladder No. 1

Fire Police No. 1

Mellor Engine & Hose Co.
No. 3

Washington Engine & Hose
Co. No. 4

Brooksville Engine & Hose
Co. No. 5

TO THE HONORABLE BOARD OF TRUSTEES OF THE VILLAGE PORT CHESTER, N.Y.:

The *Brooksville Eng & Hose Co #5* respectfully reports that at a meeting held

on *AUG, 6, 2012* favorable action was taken on the following:

Elected active members _____

Elected active exempt members _____

Elected honorary members _____

Members resigned _____

Members expelled *Steve muriec 305 Ohuin ST Port Chester NY, 10573*

Members suspended _____

Members died _____

Badges returned (numbers) _____

Remarks: _____

Secretary,

Charles Mellor

Address:

PO BOX 1068 PCNY 10573

Received

AUG 16 2012



Companies:

- Reliance Engine & Hose No. 1
- Putnam Engine & Hose No. 2

Fire Department
Village Clerk
VILLAGE OF PORT CHESTER

Village of Port Chester

WESTCHESTER COUNTY, N. Y.

Headquarters: Westchester Avenue and Vanino Street

Harry Howard Hook & Ladder No. 1

Fire Police No. 1

Mellor Engine & Hose Co. No. 3

Washington Engine & Hose Co. No. 4

Brooksville Engine & Hose Co. No. 5

TO THE HONORABLE BOARD OF TRUSTEES OF THE VILLAGE PORT CHESTER, N.Y.:

The *Brooksville Engine & Hose Co*

respectfully reports that at a meeting held

on *AUG 6 2012*

favorable action was taken on the following:

Elected active members _____

Elected active exempt members _____

Elected honorary members _____

Members resigned _____

Members expelled *George Ortera 62 Prospect St Port Chester NY 10573*

Members suspended _____

Members died _____

Badges returned (numbers) _____

Remarks: _____

Secretary,

Chloe R. Melillo

Address:

PO Box 1068 PCNY 10573