

**VILLAGE OF PORT CHESTER  
BOARD OF TRUSTEES  
Meeting, Monday, May 6, 2013  
PROPOSED EXECUTIVE SESSION 5:30-7:00PM  
Regular Meeting: 7:00 P.M.  
VILLAGE JUSTICE COURTROOM  
350 North Main Street  
Port Chester, New York  
AGENDA**

**TIME: 5:30 P.M.**

|   | <b>PROPOSED MOTION FOR EXECUTIVE SESSION</b>                                                                     | <b>ACTION</b> |
|---|------------------------------------------------------------------------------------------------------------------|---------------|
| 1 | Consultation with Mark Chertok special counsel and Village Attorney Tony Cerreto regarding Starwood application. |               |

**TIME: 7:00 P.M.**

| <b>I</b>   | <b>PUBLIC COMMENTS</b>                                                                                                                                                                                                           | <b>ACTION</b> |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
|            |                                                                                                                                                                                                                                  |               |
| <b>II</b>  | <b>PRESENTATION</b>                                                                                                                                                                                                              | <b>ACTION</b> |
| 1          | Annual Stormwater Report                                                                                                                                                                                                         |               |
| <b>III</b> | <b>RESOLUTIONS</b>                                                                                                                                                                                                               | <b>ACTION</b> |
|            | <b>Planning</b>                                                                                                                                                                                                                  |               |
| 1          | To set a Public Hearing on Special Exception Use for drive-in/fast food restaurant at 275 Boston Post Road.                                                                                                                      |               |
|            | <b>Parks / Recreation</b>                                                                                                                                                                                                        |               |
| 2          | Accepting donation of the Port Chester Cares "This is a Smoke-Free Area," signage to be placed in the Village's parks by Department of Public Works.                                                                             |               |
|            | <b>Administration</b>                                                                                                                                                                                                            |               |
| 3          | Inter-Municipal Agreement (IMA) between Village of Port Chester and Town of Rye for trash pickup from Crawford Park and Rye Town Park and Beach.                                                                                 |               |
| 4          | Set a Public Hearing to consider a Local Law with regard to hours of parking meter enforcement.                                                                                                                                  |               |
| 5          | Authorize the Village Manager to execute an agreement for Undertaking for the benefit of the New York State Department of Transportation.                                                                                        |               |
| 6          | Authorize Village Manager to enter into Inter-Municipal Agreement between Village of Port Chester and New York State Police, the County of Westchester Department of Public Safety to provide the TraCS software free of charge. |               |

|             |                                                                                                                                                                                                                 |               |
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| 7           | Authorize Village Manager to enter into Inter-Municipal Agreement between Village of Port Chester and Westchester County Repository for Integrated Criminalistic Information ("RICI System").                   |               |
| 8           | Rescind resolution adopted on April 2, 2013 appointing Trustee Saverio Terenzi and Trustee Gene Ceccarelli as trustees to the Port Chester-Rye Brook Public Library.                                            |               |
| 9           | Appointing Luis Marino in place of Trustee Gene Ceccarelli as member of the Port Chester-Rye Brook Public Library Inter-Municipal Committee (IMC).                                                              |               |
| 10          | Rescind resolution adopted on April 15, 2013 authorizing transfer of funds to facilitate payment of the United Hospital/Starwood (Section 141.52, Block 1, Lot 2 - 406 Boston Post Road) Tax Certiorari refund. |               |
|             | <b>Senior / Nutrition Program</b>                                                                                                                                                                               |               |
| 11          | Authorize Village Manager to enter into contract with Westchester County for the IIC-1 and IIC-2 Program Year January 1 – December 31, 2013                                                                     |               |
|             | <b>Courts</b>                                                                                                                                                                                                   |               |
| 12          | Authorize the Village Manager to enter into an agreement with Court Interpreter Olga Hurtado for another two (2) years.                                                                                         |               |
| 13          | Authorize the Village Manager to enter into an agreement with Court Reporter Gail Letizia for another two (2) years.                                                                                            |               |
| <b>IV</b>   | <b>REPORT OF THE VILLAGE MANAGER</b>                                                                                                                                                                            |               |
| 1           | Update on Port Chester Dog Park                                                                                                                                                                                 |               |
| <b>V</b>    | <b>REPORT OF THE VILLAGE ATTORNEY</b>                                                                                                                                                                           |               |
| 1           | Update on 48 Irenhyl Avenue and 169 Fairview Ave Port Chester, NY.                                                                                                                                              |               |
| <b>VI</b>   | <b>DISCUSSIONS</b>                                                                                                                                                                                              | <b>ACTION</b> |
| 1           | Dedicating May 20, 2013 Board of Trustee Meeting as Strategic Policy Discussion meeting on Code Enforcement.                                                                                                    |               |
| <b>VIII</b> | <b>CORRESPONDENCE</b>                                                                                                                                                                                           | <b>ACTION</b> |
| 1           | From Harry Howard Hook & Ladder Co. No. 1, on the election of James Magrone into membership.                                                                                                                    |               |
| 2           | From Putnam Engine Hose on the election of new members Dexter Ambrose, Jorge Robles and Jose Martin Vasquez.                                                                                                    |               |
| 3           | From Park Commission Chairman Jerry Terranova recommending Ernie Tigani to the Park Commission.                                                                                                                 |               |
| 4           | From Ernie Tigani requesting consideration to be appointed to the Port Chester Park commission.                                                                                                                 |               |
| 5           | From Mr. Ceruzzi requesting to be considered for Waterfront Commission.                                                                                                                                         |               |
| 6           | From Mr. Mathew John, Jr. requesting to be considered for appointment to the Board of Ethics.                                                                                                                   |               |
| 7           | From Giuseppie Guglielmo of G & A Entertainment Corporation concerning Nighttime Parking section of Village code.                                                                                               |               |

|             |                                                                                                                                                                                                              |               |
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| 8           | From Warner Brothers Pictures, Inc. request on behalf of our production permission to utilize a Port Chester Fire Department pumper truck as a picture vehicle in the film.                                  |               |
| 9           | From The Caring & Loving Foundation would like to requests to the town of Port Chester to reserve Lyon Park for our "3rd Annual Cultural Festival" for the Sunday July 14th, 2013 from 12:00 noon to 7:00pm. |               |
| 10          | From Church of Our Lady of Rosary, seeking support for the opportunity to partner with the Port Chester Senior Community center and Westchester County food bank in in the Mobile Food Pantry project.       |               |
| 11          | From Clay Art Center (CAC) request \$5,000 from Youth line item in the proposed budget in order to expand and reach out to Port Chester youth through free after school classes and family workshops.        |               |
| <b>VII</b>  | <b>MINUTES</b>                                                                                                                                                                                               |               |
| 1           | Minutes from April 1, 2013                                                                                                                                                                                   |               |
| 2           | Minutes from April 2, 20103                                                                                                                                                                                  |               |
| 3           | Minutes from April 8, 20103                                                                                                                                                                                  |               |
| <b>VIII</b> | <b>PUBLIC COMMENTS AND BOARD COMMENTS</b>                                                                                                                                                                    | <b>ACTION</b> |
|             |                                                                                                                                                                                                              |               |

**TIME:** \_\_\_\_\_

# **PUBLIC COMMENTS**

# **PRESENTATION**



**MS4 Annual Report Cover Page**

**MCC form for period ending March 9,**

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Provide SPDES ID of each permitted MS4 included in this report.

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# MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2013

Name of MS4 Village of Port Chester

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## Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for each of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- Principal Executive Officer/Chief Elected Official
- Duly Authorized Representative
- Local Stormwater Public Contact
- Stormwater Management Program (SWMP) Coordinator
- Report Preparer

First Name: N e i l MI: Last Name: P a g a n o

Title: M a y o r

Address: 2 2 2 G r a c e C h u r c h S t r e e t

City: P o r t C h e s t e r State: N Y Zip: 1 0 5 7 3 -

eMail:

Phone: ( 9 1 4 ) 9 3 9 - 5 2 0 1 County: W e s t c h e s t e r

**MS4 Municipal Compliance Certification(MCC) Form**

MCC form for period ending March 9, 

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**Section 2 - Contact Information**

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For each contact, select all that apply:

- Principal Executive Officer/Chief Elected Official
- Duly Authorized Representative
- Local Stormwater Public Contact
- Stormwater Management Program (SWMP) Coordinator
- Report Preparer

First Name 

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### MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2 0 1 3

Name of MS4 Village of Port Chester

SPDES ID  
N Y R 2 0 A 3 0 9

#### Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period?  Yes  No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

C n t y o f W e s t c h e s t e r P l a n n i n g D e p t

Partner/Coalition Name (con't.) SPDES Partner ID - If applicable

Address

1 4 8 M a r t i n e A v e n u e

City State Zip  
W h i t e P l a i n s N Y 1 0 6 0 1 -

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Phone

( 9 1 4 ) 9 9 5 - 3 7 8 2

Legally Binding Agreement in accordance with GP-0-08-002 Part IV.G.?  Yes  No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

- MM1 G e n e r a l S t o r m w a t e r I n f o r m a t i o n
- MM2
- MM3
- MM4
- MM5
- MM6

Additional tasks/responsibilities

- Watershed Improvement Strategy Best Management Practices required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

# MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2 0 1 3

Name of MS4 Village of Port Chester

SPDES ID

N Y R 2 0 A 3 0 9

## Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period?  Yes  No

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If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

L o n g I s l a n d S o u n d W a t e r s h e d I n t e r

Partner/Coalition Name (con't.)

m u n i c i p a l C o u n c i l

SPDES Partner ID - If applicable

N Y R 2 0

Address

7 4 0 B o s t o n P o s t R o a d

City

M a m a r o n e c k

State

N Y

Zip

1 0 5 4 3 -

eMail

l i s w i c m a i l @ l i s w i c . o r g

Phone

( 9 1 4 ) 3 8 1 - 7 8 4 5

Legally Binding Agreement in accordance with GP-0-08-002 Part IV.G.?

Yes  No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

MM1 G e n e r a l S t o r m w a t e r I n f o r m a t i o n

MM2

MM3

MM4

MM5

MM6 E v a l u a t e S t o r m w a t e r U t i l i t y

Additional tasks/responsibilities

Watershed Improvement Strategy Best Management Practices required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

**MS4 Municipal Compliance Certification(MCC) Form**

MCC form for period ending March 9, 2 0 1 3

Name of MS4 Village of Port Chester

SPDES ID

N Y R 2 0 A 3 0 9

**Section 4 - Certification Statement**

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

This form must be signed by either a principal executive officer or ranking elected official, or duly authorized representative of that person as described in GP-0-08-002 Part VI.J.

First Name N e i l MI Last Name P a g a n o

Title (Clearly print title of individual signing report) M a y o r

Signature

Date / /

Send completed form and any attachments to the DEC Central Office at:

MS4 Permit Coordinator  
Division of Water  
4th Floor  
625 Broadway  
Albany, New York 12233-3505





### MS4 Annual Report Form

**This report is being submitted for the reporting period ending March 9,**

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

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**3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:**

- |                                                           |                     |                                                                                                                                                                                                    |   |  |  |   |
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| <input type="radio"/> Newspaper Ads or Articles           | # Days Run          | <table border="1" style="width: 100%; height: 20px;"><tr><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td></tr></table> |   |  |  |   |
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| <input type="radio"/> School Program                      | # Attendees         | <table border="1" style="width: 100%; height: 20px;"><tr><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td></tr></table> |   |  |  |   |
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| <input type="radio"/> TV Spot/Program                     | # Days Run          | <table border="1" style="width: 100%; height: 20px;"><tr><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td></tr></table> |   |  |  |   |
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Locations (e.g. libraries, town offices, kiosks)

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**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

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| Village of Port Chester |
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**4. Evaluating Progress Toward Measurable Goals MCM 1**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

The Village Stormwater Consultant developed a Questionnaire for the public to respond to. The questionnaire is available on the Village website and in hard copy in the Public Works Department and Village Clerk's Office for pickup, completion and return

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

No responses to questionnaire this reporting period

**C. How many times was this observation measured or evaluated in this reporting period?**

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*(ex.: samples/participants/events)*

**D. Has your MS4 made progress toward this Measurable Goal during this reporting period?**

Yes    No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes    No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

Continue with availability of questionnaire



### MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 

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### MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2013

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Village of Port Chester

SPDES ID  
N Y R 2 0 A 3 0 9

### 3. Where can the public access copies of this annual report, Stormwater Management Program SWMP) Plan and submit comments on those documents?

Enter address/contact info and select radio button to indicate which document is available and whether comments may be submitted at that location. Submit additional pages as needed.

MS4/Coalition Office  Annual Report  SWMP Plan  Comments

Department

V i l l a g e M a n a g e r

Address

2 2 2 G r a c e C h u r c h S t r e e t

City

P o r t C h e s t e r

Zip

N Y

1 0 5 7 3 -

Phone

( 9 1 4 ) 9 3 9 - 2 2 0 0

Library  Annual Report  SWMP Plan  Comments

Address

City

Zip

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Phone

( ) -

Other  Annual Report  SWMP Plan  Comments

Address

City

Zip

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Phone

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Web Page URL:  Annual Report  SWMP Plan  Comments

h t t p : / / w w w . p o r t c h e s t e r n y . c o m /

P a g e s / P o r t C h e s t e r N Y D P W / s t o r m

Please provide specific address of page where report can be accessed - not home page.

eMail  Comments

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

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| Village of Port Chester |
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SPDES ID

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**4.a. If this report was made available on the internet, what date was it posted?**

Leave blank if this report was not posted on the internet.

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**4.b. For how many days was/will this report be posted?**

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

**5.a. Was an Annual Report public meeting held in this reporting period?**
 Yes    No

If Yes, what was the date of the meeting?

|   |   |
|---|---|
| 0 | 5 |
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If No, is one planned?

 Yes    No
**5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period?**
 Yes    No

If No, is one planned for each?

 Yes    No
**6. Were comments received during this reporting period?**
 Yes    No

If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

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| Village of Port Chester |
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SPDES ID

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**7. Evaluating Progress Toward Measurable Goals MCM 2**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

|                                                                           |
|---------------------------------------------------------------------------|
| Questionnaire was developed and placed on website and in Village Offices. |
|---------------------------------------------------------------------------|

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

|                                                        |
|--------------------------------------------------------|
| No questionnaires were completed this reporting period |
|--------------------------------------------------------|

**C. How many times was this observation measured or evaluated in this reporting period?**

|  |  |  |   |
|--|--|--|---|
|  |  |  | 1 |
|--|--|--|---|

*(ex.: samples/participants/events)***D. Has your MS4 made progress toward this measurable goal during this reporting period?**

Yes    No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes    No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

|                             |
|-----------------------------|
| Continue with questionnaire |
|-----------------------------|







**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Village of Port Chester

SPDES ID

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**12. Evaluating Progress Toward Measurable Goals MCM 3**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

Illicit Discharges Detected and Eliminated

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

Village continues to work with USEPA Region II in locating Illicit Discharges and mitigating same. Village has received NYSDEC grant to investigate, locate and eliminate illicit discharges illicit discharges eliminated.

**C. How many times was this observation measured or evaluated in this reporting period?**

|  |  |  |   |
|--|--|--|---|
|  |  |  | 1 |
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*(ex.: samples/participants/events)*

**D. Has your MS4 made progress toward this measurable goal during this reporting period?**

Yes  No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes  No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

Continue to inspect outfall, respond to complaints of illicit discharges, locate and mitigate same. Continue to work with USEPA Region II and perform water quality sampling to locate Illicit Discharges. Implement grant

**MS4 Annual Report Form**

**This report is being submitted for the reporting period ending March 9,**

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

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**Minimum Control Measures 4 and 5.**  
**Construction Site and Post-Construction Control**

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report? 

|  |  |  |
|--|--|--|
|  |  |  |
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**1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities?**  Yes  No

**1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney certification or using the NYSDEC Gap Analysis Workbook?**  Yes  No  NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law.  09/2004  03/2006  NT

**2. Does your MS4/Coalition have a SWPPP review procedure in place?**  Yes  No

**3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period?**

|  |  |   |
|--|--|---|
|  |  | 0 |
|--|--|---|

**4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs?**  Yes  No  NT

If Yes, how many public comments were received during this reporting period? 

|  |  |  |
|--|--|--|
|  |  |  |
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**5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process?**  Yes  No

**6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:**

- Notices of Violation # 

|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
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 ○ No Authority
- Stop Work Orders # 

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 ○ No Authority
- Criminal Actions # 

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 ○ No Authority
- Termination of Contracts # 

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 ○ No Authority
- Administrative Fines # 

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 ○ No Authority
- Civil Penalties # 

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 ○ No Authority
- Administrative Orders # 

|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
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 ○ No Authority
- Enforcement Actions or Sanctions # 

|  |  |  |  |  |  |
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|  |  |  |  |  |  |
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 ○ No Authority
- Other # 

|  |  |  |  |  |  |
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 ○ No Authority

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Village of Port Chester

SPDES ID

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**Minimum Control Measure 4. Construction Site Stormwater Runoff Control**

The information in this section is being reported (check one):

- On behalf of an individual MS4  
 On behalf of a coalition

How many MS4s contributed to this report? 

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

1. How many construction projects have been authorized for disturbances of one acre or more during this reporting period? 

|  |  |   |
|--|--|---|
|  |  | 0 |
|--|--|---|

2. How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period? 

|  |  |   |
|--|--|---|
|  |  | 0 |
|--|--|---|

3. What percent of active construction sites were inspected during this reporting period?  NT 

|  |  |   |
|--|--|---|
|  |  | 0 |
|--|--|---|

 %

4. What percent of active construction sites were inspected more than once?  NT 

|  |  |   |
|--|--|---|
|  |  | 0 |
|--|--|---|

 %

5. Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual?  Yes  No  NT

6. Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval?  Yes  No  NT

If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review?  Yes  No

If Yes, use the following page to identify location(s) where SWPPPs can be accessed.

### MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2013

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID  
N Y R 2 0 A 3 0 9

**6. con't.:**

Submit additional pages as needed.

● MS4/Coalition Office

Department

B u i l d i n g

Address

2 2 2 G r a c e C h u r c h S t r e e t

City

P o r t C h e s t e r

N Y

Zip

1 0 5 7 3 -

Phone

( 9 1 4 ) 9 3 9 - 5 2 0 3

○ Library

Address

City

Zip

-

Phone

( ) -

○ Other

Address

City

Zip

-

Phone

( ) -

○ Web Page URL(s): Please provide specific address where SWPPPs can be accessed - not home page.

URL

URL

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

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| Village of Port Chester |
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SPDES ID

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**7. Evaluating Progress Toward Measurable Goals MCM 4**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

|                                   |
|-----------------------------------|
| No new project starts over 1 acre |
|-----------------------------------|

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

|                                       |
|---------------------------------------|
| No new projects this reporting period |
|---------------------------------------|

**C. How many times was this observation measured or evaluated in this reporting period?**

|  |  |  |   |
|--|--|--|---|
|  |  |  | 1 |
|--|--|--|---|

*(ex.: samples/participants/events)***D. Has your MS4 made progress toward this measurable goal during this reporting period?**
 Yes    No
**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**
 Yes    No
**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

|                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------|
| Continue to administer and monitor projects over 1 acre in accordance with approved SWPPP's and local ordinance |
|-----------------------------------------------------------------------------------------------------------------|



**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

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| Village of Port Chester |
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**4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?**

Yes    No

**4b. Does the MS4 have a banking and credit system for stormwater management practices?**

Yes    No

**4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?**

Yes    No

**4d. How many stormwater management practices have been implemented as part of this system in this reporting period?**

|  |  |   |
|--|--|---|
|  |  | 0 |
|--|--|---|

**5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impace Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?**

|  |  |   |
|--|--|---|
|  |  | 0 |
|--|--|---|

 %

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

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| Village of Port Chester |
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SPDES ID

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**6. Evaluating Progress Toward Measurable Goals MCM 5**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

|                                                        |
|--------------------------------------------------------|
| Number of Best Management Practices added to Inventory |
|--------------------------------------------------------|

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

|                            |
|----------------------------|
| None this reporting period |
|----------------------------|

**C. How many times was this observation measured or evaluated in this reporting period?**

|  |  |  |   |
|--|--|--|---|
|  |  |  | 1 |
|--|--|--|---|

*(ex.: samples/participants/events)***D. Has your MS4 made progress toward this measurable goal during this reporting period?**
 Yes    No
**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**
 Yes    No
**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

|                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Continue to add Best Management Practices to Inventory as they come on line. Continue to monitor inspection and maintenance of all Best Management Practices inventoried |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**MS4 Annual Report Form**

**This report is being submitted for the reporting period ending March 9,**

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

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| Village of Port Chester |
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SPDES ID  

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**Minimum Control Measure 6. Stormwater Management for Municipal Operations**

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report? 

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

**1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.**

| <u>Operation/Activity/Facility</u>                | <u>Addressed in SWMP?</u>        |                                  | <u>Self-Assessment<br/>Operation/Activity/Facility<br/>performed within the past 3<br/>years?</u> |                                  |
|---------------------------------------------------|----------------------------------|----------------------------------|---------------------------------------------------------------------------------------------------|----------------------------------|
|                                                   | <input type="radio"/> Yes        | <input type="radio"/> No         | <input type="radio"/> Yes                                                                         | <input type="radio"/> No         |
| Street Maintenance.....                           | <input checked="" type="radio"/> | <input type="radio"/>            | <input checked="" type="radio"/>                                                                  | <input type="radio"/>            |
| Bridge Maintenance.....                           | <input checked="" type="radio"/> | <input type="radio"/>            | <input checked="" type="radio"/>                                                                  | <input type="radio"/>            |
| Winter Road Maintenance.....                      | <input checked="" type="radio"/> | <input type="radio"/>            | <input checked="" type="radio"/>                                                                  | <input type="radio"/>            |
| Salt Storage.....                                 | <input checked="" type="radio"/> | <input type="radio"/>            | <input checked="" type="radio"/>                                                                  | <input type="radio"/>            |
| Solid Waste Management.....                       | <input checked="" type="radio"/> | <input type="radio"/>            | <input checked="" type="radio"/>                                                                  | <input type="radio"/>            |
| New Municipal Construction and Land Disturbance.. | <input checked="" type="radio"/> | <input type="radio"/>            | <input checked="" type="radio"/>                                                                  | <input type="radio"/>            |
| Right of Way Maintenance.....                     | <input checked="" type="radio"/> | <input type="radio"/>            | <input checked="" type="radio"/>                                                                  | <input type="radio"/>            |
| Marine Operations.....                            | <input type="radio"/>            | <input checked="" type="radio"/> | <input type="radio"/>                                                                             | <input checked="" type="radio"/> |
| Hydrologic Habitat Modification.....              | <input checked="" type="radio"/> | <input type="radio"/>            | <input checked="" type="radio"/>                                                                  | <input type="radio"/>            |
| Parks and Open Space.....                         | <input checked="" type="radio"/> | <input type="radio"/>            | <input checked="" type="radio"/>                                                                  | <input type="radio"/>            |
| Municipal Building.....                           | <input checked="" type="radio"/> | <input type="radio"/>            | <input checked="" type="radio"/>                                                                  | <input type="radio"/>            |
| Stormwater System Maintenance.....                | <input checked="" type="radio"/> | <input type="radio"/>            | <input checked="" type="radio"/>                                                                  | <input type="radio"/>            |
| Vehicle and Fleet Maintenance.....                | <input checked="" type="radio"/> | <input type="radio"/>            | <input checked="" type="radio"/>                                                                  | <input type="radio"/>            |
| Other.....                                        | <input type="radio"/>            | <input checked="" type="radio"/> | <input type="radio"/>                                                                             | <input checked="" type="radio"/> |

### MS4 Annual Report Form

**This report is being submitted for the reporting period ending March 9,**

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

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| Village of Port Chester |
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SPDES ID  

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**2. Provide the following information about municipal operations good housekeeping programs:**

- Parking Lots Swept (Number of acres X Number of times swept) # Acres 

|  |  |   |   |   |
|--|--|---|---|---|
|  |  | 7 | 2 | 0 |
|--|--|---|---|---|
- Streets Swept (Number of miles X Number of times swept) # Miles 

|   |   |   |   |
|---|---|---|---|
| 1 | 6 | 5 | 0 |
|---|---|---|---|
- Catch Basins Inspected and Cleaned Where Necessary # 

|  |  |   |   |   |
|--|--|---|---|---|
|  |  | 6 | 4 | 0 |
|--|--|---|---|---|
- Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary # 

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|--|--|--|--|--|
- Phosphorus Applied In Chemical Fertilizer # Lbs. 

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|--|--|--|--|--|
- Nitrogen Applied In Chemical Fertilizer # Lbs. 

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|--|--|--|--|--|
- Pesticide/Herbicide Applied # Acres 

|  |  |  |  |  |   |  |
|--|--|--|--|--|---|--|
|  |  |  |  |  | . |  |
|--|--|--|--|--|---|--|

  
 (Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.)

**3. How many stormwater management trainings have been provided to municipal employees during this reporting period?**

|  |  |  |  |   |
|--|--|--|--|---|
|  |  |  |  | 0 |
|--|--|--|--|---|

**4. What was the date of the last training?**

|   |   |
|---|---|
| 0 | 1 |
|---|---|

 / 

|   |   |
|---|---|
| 2 | 1 |
|---|---|

 / 

|   |   |   |   |
|---|---|---|---|
| 2 | 0 | 1 | 0 |
|---|---|---|---|

**5. How many municipal employees have been trained in this reporting period?**

|  |  |   |
|--|--|---|
|  |  | 0 |
|--|--|---|

**6. What percent of municipal employees in relevant positions and departments receive stormwater management training?**

|  |   |   |
|--|---|---|
|  | 7 | 5 |
|--|---|---|

 %

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

|   |   |   |   |
|---|---|---|---|
| 2 | 0 | 1 | 3 |
|---|---|---|---|

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

|                         |
|-------------------------|
| Village of Port Chester |
|-------------------------|

SPDES ID

|   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|
| N | Y | R | 2 | 0 | A | 3 | 0 | 9 |
|---|---|---|---|---|---|---|---|---|

**7. Evaluating Progress Toward Measurable Goals MCM 6**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

|                                                         |
|---------------------------------------------------------|
| Number of stormwater catch basins inspected and cleaned |
|---------------------------------------------------------|

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

|                                                      |
|------------------------------------------------------|
| 537 CB's inspected and cleaned this reporting period |
|------------------------------------------------------|

**C. How many times was this observation measured or evaluated in this reporting period?**

|  |  |  |   |
|--|--|--|---|
|  |  |  | 1 |
|--|--|--|---|

*(ex.: samples/participants/events)***D. Has your MS4 made progress toward this measurable goal during this reporting period?**
 Yes    No
**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**
 Yes    No
**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

|                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------|
| Continue stormwater catch basin cleaning program and other infrastructure maintenance programs as per Village Stormwater Management Plan |
|------------------------------------------------------------------------------------------------------------------------------------------|

### MS4 Annual Report Form

**This report is being submitted for the reporting period ending March 9,**

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID  

|   |   |   |   |   |  |  |  |  |  |
|---|---|---|---|---|--|--|--|--|--|
| N | Y | R | 2 | 0 |  |  |  |  |  |
|---|---|---|---|---|--|--|--|--|--|

### Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

**MS4s must answer the questions or check NA as indicated in the table below.**

| MS4 Description                 | Answer                   | Check NA               | (POC)                  |
|---------------------------------|--------------------------|------------------------|------------------------|
| <b>NYC EOH Watershed</b>        | -                        | -                      | -                      |
| Traditional Land Use            | 1,2,3,4,5,6,7a-d,8a,8b,9 | 10,11,12               | Phosphorus             |
| Traditional Non-Land Use        | 1,2,3,4,7a-d,8a,8b,9     | 5,10,11,12             | Phosphorus             |
| Non-Traditional                 | 1,2,77a-d,8a,8b,9        | 3,4,5,10,11,12         | Phosphorus             |
| <b>Onondaga Lake Watershed</b>  | -                        | -                      | -                      |
| Traditional Land Use            | 1,6,7a-d,8a,9            | 2,3,4,5,8b,10,11,12    | Phosphorus             |
| Traditional Non-Land Use        | 1,6,7a-d,8a,9            | 2,3,4,5,8b,10,11,12    | Phosphorus             |
| Non-Traditional                 | 1,6,7a-d,8a,9            | 2,3,4,5,8b,10,11,12    | Phosphorus             |
| <b>Greenwood Lake Watershed</b> | -                        | -                      | -                      |
| Traditional Land Use            | 1,4,6,7a-d,8a,9          | 2,3,5,8b,10,11,12      | Phosphorus             |
| Traditional Non-Land Use        | 1,4,6,7a-d,8a,9          | 2,3,5,8b,10,11,12      | Phosphorus             |
| Non-Traditional                 | 1,4,6,7a-d,8a,9          | 2,3,5,8b,10,11,12      | Phosphorus             |
| <b>Oyster Bay</b>               | -                        | -                      | -                      |
| Traditional Land Use            | 1,4,7a-d,9,10,11,12      | 2,3,5,6,8a,8b          | Pathogens              |
| Traditional Non-Land Use        | 1,4,7a-d,9,10,11,12      | 2,3,5,6,8a,8b          | Pathogens              |
| Non-Traditional                 | 1,4,7a-d,9               | 2,3,4,5,8a,8b,10,11,12 | Pathogens              |
| <b>Peconic Estuary</b>          | -                        | -                      | -                      |
| Traditional Land Use            | 1,4,7a-d,8a,9,10,11,12   | 2,3,5,6,8b             | Pathogens and Nitrogen |
| Traditional Non-Land Use        | 1,4,7a-d,8a,9,10,11,12   | 2,3,5,6,8b             | Pathogens and Nitrogen |
| Non-Traditional                 | 1,4,7a-d,8a,9            | 2,3,4,5,8b,10,11,12    | Pathogens and Nitrogen |
| <b>Oscawana Lake Watershed</b>  | -                        | -                      | -                      |
| Traditional Land Use            | 1,4,6,7a-d,8a,9          | 2,3,5,8b,10,11,12      | Phosphorus             |
| Traditional Non-Land Use        | 1,4,6,7a-d,8a,9          | 2,3,5,8b,10,11,12      | Phosphorus             |
| Non-Traditional                 | 1,4,6,7a-d,8a,9          | 2,3,5,8b,10,11,12      | Phosphorus             |
| <b>LI 27 Embayments</b>         | -                        | -                      | -                      |
| Traditional Land Use            | 1,2,3,4,7a-d,9,10,11,12  | 5,6,8a,8b              | Pathogens              |
| Traditional Non-Land Use        | 1,2,3,4,7a-d,9,10,11,12  | 5,6,8a,8b              | Pathogens              |
| Non-Traditional                 | 1,2,3,4,7a-d,9           | 5,6,8a,8b,10,11,12     | Pathogens              |

**1. Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies?**  Yes  No  N/A

**2. Has 100% of the MS4/Coalition conveyance system been mapped in GIS?**  Yes  No  N/A

If N/A, go to question 3.

If No, estimate what percentage of the conveyance system has been mapped so far.    %

Estimate what percentage was mapped in this reporting period.    %

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9,

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

3. Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program?  Yes  No  N/A
4. Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period?    %
5. Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more?  Yes  No  N/A
6. Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards?  Yes  No  N/A
- 7a. Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading?  Yes  No  N/A
- 7b. How many projects have been sited in this reporting period?
- 7c. What percent of the projects included in 7b have been completed in this reporting period?    %
- 7d. What percent of projects planned in previous years have been completed?    %
- No Projects Planned
- 8a. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands?  Yes  No  N/A
- 8b. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands?  Yes  No  N/A

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

|   |   |   |   |
|---|---|---|---|
| 2 | 0 | 1 | 3 |
|---|---|---|---|

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

|                         |
|-------------------------|
| Village of Port Chester |
|-------------------------|

SPDES ID

|   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|
| N | Y | R | 2 | 0 | A | 3 | 0 | 9 |
|---|---|---|---|---|---|---|---|---|

9. Has your MS4/Coalition developed and implemented a program of native planting?  
 Yes  No  N/A
10. Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?  
 Yes  No  N/A
11. Does your MS4/Coalition have a pet waste bag program?  
 Yes  No  N/A
12. Does your MS4/Coalition have a program to manage goose populations?  
 Yes  No  N/A

# RESOLUTIONS

**RESOLUTION  
SET PUBLIC HEARING  
FOR A SPECIAL EXCEPTION USE TO PERMIT A DRIVE-IN FAST FOOD  
RESTAURANT AT 275 BOSTON POST ROAD**

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. :

RESOLVED, that the Board of Trustees of the Village of Port Chester, New York, will hold a PUBLIC HEARING on Monday, June 20, 2013, at 7:00 P.M., at the Village Justice Courtroom, 350 North Main Street, Port Chester, New York, to consider the application of Gils Pride, Inc. for a special exception use to permit a drive-in fast food restaurant at 275 Boston Post Road.

APPROVED AS TO FORM:

\_\_\_\_\_  
Anthony M. Cerreto  
Village Attorney

ROLL CALL

AYES:  
NOES:  
ABSENT:

DATE: May 6, 2013



ARCHITECTURE · FACILITY PLANNING · INTERIORS

May 3, 2013

Neil Pagano, Mayor  
and Board of Trustees  
Village of Port Chester  
222 Grace Church Street  
Port Chester, NY 10573

Re: 275 Boston Post Road

Dear Mayor Pagano and Board of Trustees Members:

We are the architects and planners representing Hashimi Management Group, which proposes to alter and renovate a long-vacant restaurant property for use as a Popeye's Louisiana Kitchen Restaurant with drive-through. The site and building will be completely renovated including, but not limited to: new curbing, pedestrian walks, new paving, fencing, site plantings and controlled lighting. The complete restaurant building interiors and exterior shall be renovated in its entirety in accordance with the proprietary franchise aesthetic. The property is located on the south side of Boston Post Road with the proposed westerly parking area occurring in a CD Design Shopping Center Zoning District as it currently exists and the building lies in a C4 General Commercial Zoning District where restaurants are a permitted use and fast food restaurants are permitted by Special Exception Use. This project will require site plan approval by the Planning Commission and Special Exception Use approval by the Board of Trustees.

The Boston Post Road is a 4-lane major East/West thoroughfare, somewhat centrally located through the Village. Existing land use in the vicinity is mixed commercial; however, similar fast food restaurants with drive-through are located near or on adjoining properties, such as Burger King, McDonald's, and the recently-vacated Wendy's.

The proposed Popeye's Louisiana Kitchen Restaurant property has always been utilized for food service purposes: ±1969 Arthur Treacher's Fish & Chips; ±1980 Lum Yen Express Restaurant (72 seats); ±1990 Pizza Hut (90 seats); and from ±2000 to 2009 Mary Ann's Mexican Restaurant.

The Popeye's proposal presented herein eliminates 957 square feet of existing restaurant building area for a total building area of 2,202 square feet, it eliminates 818 square feet of existing cellar space, reduces seating from 90 persons with 23 parking spaces to 38 persons with 22 parking spaces, eliminates 1,400 square feet of existing impervious surface to now be planted, and lowers the building height by 1'-6".

The one-way in/one-way out and existing curb cuts are to remain unchanged. Off-street loading is indicated in the vicinity of the renovated trash enclosure. Refuse pick up will be scheduled at off hours and deliveries will be scheduled at off hours or when the restaurant is not open to the public. A Popeye's Restaurant is typically open 7 days a week at 10:30 AM. Typical hours of operation are Sunday until 11:00 PM, and Friday and Saturday to 1:00 AM.

545.5 WESTCHESTER AVENUE  
RYE BROOK, NY 10573  
914-937-5596  
914-939-1255 FAX  
INFO@ARCONICS.NET

The on-site pylon sign location previously used by Pizza Hut and Mary Ann's Mexican Restaurant is intended to be retrofitted with Popeye's proprietary signage.

The reduced restaurant size with drive-through serving fast food in an aesthetic building should have no negative effects on government services nor should the neighborhood character be altered by a property which has historically been utilized for food services since at least 1969.

The expectation is that water, sewer, and utility demands will be less than prior operational levels for the previous restaurants. The proposed size of the building to be heated and cooled is 30% smaller than the existing restaurant building, reducing gas and electric consumption. Seating has been reduced from 90 to 38, representing a reduction of 42% with regard to restroom water usage. In addition, the renovated Popeye's restaurant will utilize new energy-efficient HVAC and kitchen equipment and will utilize water saving plumbing fixtures. The windows will be new insulated panes and reroofing will include added rigid insulation under the new membrane. This is an extensive renovation and as such the building must comply with New York State's stringent energy code where the current building does not.

Based on a meeting with the Village Engineer on April 2, 2013 it was concluded that stormwater would be handled as it currently is by utilizing the existing area drain at the rear of the property in the vicinity of parking space #8. The proposed Popeye's site development will utilize the existing curb cut and finished floor elevations and the finished site grades will be in general conformance with what currently exists, pitching to the rear drain.

The proposed site plan has received a positive recommendation from the Village Traffic Commission. Similarly, on April 24, 2013 the Village's traffic consultant, Adler Consulting, concluded that the proposed Popeye's Restaurant with drive-thru will not have a negative impact on site with regard to parking, circulation, access and, further, no negative impact on the traffic operating conditions in the vicinity of the site.

This proposed Popeye's Restaurant with drive-thru will require site plan approval by the Planning Commission and Special Exception approval by the Board of Trustees. This proposed drive-thru and restaurant is a Special Exception Use and is in conformance with the General Standards enumerated in Section 345-60 as follows:

- (1) *Such use will be in harmony with and promote the general purposes and intent of this Regulation, as stated in Section 345-1.*  
For many of the reasons noted within this cover letter, this Special Exception Use will function more efficiently, with less intensity and greater safety for users, and with enhanced aesthetics for users and adjacent neighbors.
- (2) *The plot area is sufficient, appropriate and adequate for the use and the reasonably anticipated operation and expansion thereof.*  
The project proposes a reduction of building area. The lot area exceeds the

minimum Zoning requirements and the property has operated as a restaurant since 1969.

- (3) *The proposed use will not prevent the orderly and reasonable use of adjacent properties in adjacent use districts.*

The proposed Popeye's use, which is self-contained on the site, will not have any effect on adjacent properties. Access in/out of the property remains unchanged.

- (4) *The site is particularly suitable for the location is such use in the community; and*

- (5) *The characteristics of the proposed use are not such that its proposed location would be unsuitably near to a church, school, theater, recreational area or other place of public assembly.*

The site, located on the Boston Post Road, is most suitable to serve as a restaurant location. There are other similarly situated restaurants with drive-thru in the vicinity. The characteristics of the current use in its current location is not unsuitably near any use noted above.

- (6) *The proposed use, particularly in the case of a nonnuisance industry, conforms with the Regulation definition of the special exception use where such definition exists, or with the generally accepted definition of such use where it does not exist in the Regulation.*

The proposed use, with drive-thru, is in conformance with the Regulation's definition of restaurant with drive-thru.

- (7) *Access facilities are adequate for the estimated traffic from public streets and sidewalks, so as to assure the public safety and to avoid traffic congestion; and further, that vehicular entrances and exits shall be clearly visible from the street and not be within 75 feet of the intersection of street lines at a street intersection except under unusual circumstances.*

The dedicated one-way-in / one-way-out access facilities to the property are adequate and unchanged. The site has functioned safely as a restaurant and without incident since developed for this use in 1969.

- (8) *All proposed curb cuts have been approved by the street or highway agency which has jurisdiction.*

All curb cuts are existing and will be unaltered by the proposed project.

- (9) *There are off-street parking and truck loading spaces at least in the number required by the provisions of Section 345-14, but in any case an adequate number for the anticipated number of occupants, both employees and patrons or visitors; and further, that the layout of the spaces and driveways is convenient and conducive to safe operation.*

Off-street parking exceeds the minimum Zoning requirements. The proposed site improvements will make the on-site parking more convenient while also making for a safer operation for users.

- (10) *Adequate buffer yards, walls, fences and screening are provided where necessary to protect adjacent properties and land uses.*

The proposed site improvements with plantings and fencing creates a buffer and screening where none currently exists.

- (11) *Adequate provisions will be made for the collection and disposal of stormwater runoff from the site, and of sanitary discharge, refuse or other waste, whether liquid, solid, gaseous or of other character.*

Since the site's impervious surface is reduced by 1,400 square feet on the proposed site plan, there should be less runoff and/or disposal of stormwater.

- (12) *The proposed use recognizes and provides for the further special conditions and safeguards required for particular uses in Section 345-60, if any.*

The proposed Special Exception Use with the proposed site and building improvements is in conformance with the specific special conditions and safeguards for a restaurant with drive-thru as listed in Section 345-61D as follows:

D. Drive-in bank facility, drive-in restaurant or other drive-in establishment.

- (1) *The operator or the owner of such drive-in establishments shall furnish to the Village of Port Chester a public liability and property damage insurance policy naming the Village of Port Chester as assured or coassured, in the sum of \$500,000 for each person, \$1,000,000 per accident and \$50,000 property damage limits, and covering all operations of said drive-in establishment, including adjoining sidewalks and roadways, said policy to be approved by the Corporation Counsel.*

The applicable insurance will be a condition of final site plan approval and provided prior to issuance of Certificate of Occupancy in accordance with the Village's past practice for these uses.

- (2) *The layout of any such establishment shall be in accordance with recommendations thereon by any designated consulting engineer and the Traffic Commission regarding engineering and traffic considerations, including peak-hour and vehicular storage space requirements.*

The proposed site plan has received positive recommendations from the Traffic Commission and the Village's traffic consultant.

- (3) *The operator or owner shall provide sufficient storage space outside the limits of the highway right-of-way in order that the paved surface of the highway and roadway shoulders will be not obstructed by cars or patrons.*

The site area is adequate for vehicular storage and parking exceeds that which is required.

- (4) *If requested to do so by the Chief of Police, the operator or owner shall furnish a deputized officer or officers to direct traffic entering and leaving the establishment in order that dangerous or illegal traffic movements may be avoided, and, further, should dangerous traffic conditions caused by approach roads occur, the operator or owner shall take such steps as may be determined by the Chief of Police in order to correct such conditions.*

The applicant acknowledges and will consent to the possible requirement in the future; however, it is not believed to be required.

- (5) *The operator or owner shall perform at his own cost and expense the revision, relocation or removal of driveways if required by the construction or maintenance in subsequent developments of the public highway.*

Site access and exit remain unchanged.

(6) *All buildings shall be set back at least 20 feet from any street lot line and at least 30 feet from the boundaries of any residential district.*

The existing restaurant building to be renovated by this proposed use is currently located approximately three feet from the front property line.

(7) *There shall be no more than two driveways on any street nor shall any driveway be more than 35 feet nor less than 20 feet wide at the curbline nor shall any driveway be closer together than 15 feet at the lot line nor shall any driveway be located less than five feet from any lot line other than a street lot line. All driveways, parking and storage space shall be permanently improved with a paved surface.*

The site plan as proposed addresses this by utilizing the existing curb cuts.

(8) *The Planning Commission or Board of Trustees may, at its discretion, impose conditions and safeguards, taking into consideration such items as protection from sign and headlight illumination, reduction of noise and fumes and regulation of hours of business.*

The applicant acknowledges and will consent to compliance of these possible future requirements.

We look forward to presenting this project at the Board of Trustee meeting and public hearing on May 20, 2013, at which time we can answer any questions you may have.

Sincerely,

  
Gary Gianfrancesco, AIA, AICP, LEED AP

encl.

cc: R. Hashimi



**SITE IDENTIFICATION INFORMATION**

|                                                                                                                                                              |                                                 |                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-----------------|
| Application Name:<br><u>Popeye's</u>                                                                                                                         | Application #                                   | Date Submitted: |
| Site Address:<br><u>No. 275 Street: Boston Post Rd Hamlet:</u>                                                                                               |                                                 |                 |
| Property Location: (Identify landmarks, distance from intersections, etc.)<br><u>275 Boston Post Rd, +400' w of intersection of BPR, Pearl &amp; S. Main</u> |                                                 |                 |
| Village of Port Chester Tax Map Designation:<br><u>Section 142.45 Block 1 Lot(s) 9</u>                                                                       | Zoning Designation of Site:<br><u>CD and C4</u> |                 |

**APPLICANT/OWNER INFORMATION**

|                                                                                                                                |                             |                                    |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------------|
| Property Owner:<br><u>Gils Pride Inc.</u>                                                                                      | Phone #:<br><u>330-4951</u> | Email:                             |
| Owners Address:<br><u>No.31 Street: Seville Ave Town: Rye State: NY Zip: 10580</u>                                             |                             |                                    |
| Applicant (If different than owner):<br><u>Arconics Architecture PC</u>                                                        | Phone #:<br><u>937-5596</u> | Email:<br><u>gary@arconics.net</u> |
| Applicant Address (If different than owner):<br><u>No.545 1/2 Street: Westchester Ave Town: Rye Brook State: NY Zip: 10573</u> |                             |                                    |
| Individual/ Firm Responsible for Preparing Site Plan:<br><u>Arconics ARchitecture PC</u>                                       | Phone #:<br><u>937-5596</u> | Email:<br><u>gary@arconics.net</u> |
| Address:<br><u>No.545 1/2 Street: Westchester Ave Town: Rye Brook State: NY Zip: 10573</u>                                     |                             |                                    |
| Other Representatives:                                                                                                         | Phone #:                    | Email:                             |
| Owners Address:<br><u>No. Street: Town: State: Zip:</u>                                                                        |                             |                                    |

**SPECIAL EXCEPTION USE INFORMATION**

Proposed Special Exception Use: renovate and reduce existing vacant food svc establishment into Popeye's franchise w/drive thru

|                                                                                                                                                                                                                                             |                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| Will the use prevent or substantially impair either the reasonable or orderly use or the reasonable and orderly development of other properties in the neighborhood?                                                                        | Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/> |
| Will the hazards or disadvantages to the neighborhood from the location of such use at the property are outweighed by the advantage to be gained by either the neighborhood of the Village by authorizing the special exception use permit? | Yes: <input type="checkbox"/> No: <input type="checkbox"/>            |
| Will the health, safety, welfare, comfort, convenience and order of the Village be adversely affected by the authorized use?                                                                                                                | Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/> |
| Will the special exception use be in harmony with and promote the general purposes and intent of the town's zoning ordinance?                                                                                                               | Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/> |

On a separate sheet, describe how the proposed special exception use complies with the *General Standards* set forth in §345-60

On a separate sheet, describe how the proposed special exception use complies with the *Special Conditions and Safeguards for Certain Uses* set forth in §345-61 (if applicable).

**APPLICANTS ACKNOWLEDGEMENT**

I hereby depose and certify that all the above statements and information, and all statements and information contained in the supporting documents and drawings attached hereto are true and correct.

Gary Gianfrancesco  
Applicants Name

Gary Gianfrancesco  
Applicants Signature


Sworn before me this 5<sup>th</sup> day of March 2013

Odette Stanger  
Notary Public

ODETTE STANGER  
Notary Public, State of New York  
Exp. 03/31/2015  
Qualified in the Town of Rye County  
Commission Expires February 28, 2014

Appendix C  
State Environmental Quality Review  
**SHORT ENVIRONMENTAL ASSESSMENT FORM**  
For UNLISTED ACTIONS Only

**PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)**

|                                                                                                                                                                                                                                                                                                              |                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1. APPLICANT/SPONSOR<br>Arconics Architecture, P.C.                                                                                                                                                                                                                                                          | 2. PROJECT NAME<br>Popeye's |
| 3. PROJECT LOCATION:<br>Municipality Port Chester County Westchester                                                                                                                                                                                                                                         |                             |
| 4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map)<br>275 Boston Post Road. South side of Boston Post Road approximately 400' west of intersection of Boston Post Road, Pearl Street, and S. Main Street                                                 |                             |
| 5. PROPOSED ACTION IS:<br><input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification/alteration                                                                                                                                                        |                             |
| 6. DESCRIBE PROJECT BRIEFLY:<br>Renovate and reduce existing vacant restaurant space and add drive-thru                                                                                                                                                                                                      |                             |
| 7. AMOUNT OF LAND AFFECTED:<br>Initially <u>0.46</u> acres    Ultimately <u>0.46</u> acres                                                                                                                                                                                                                   |                             |
| 8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    If No, describe briefly                                                                                                               |                             |
| 9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT?<br>Describe: <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other |                             |
| 10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If Yes, list agency(s) name and permit/approvals:                                           |                             |
| 11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If Yes, list agency(s) name and permit/approvals:                                                                                                     |                             |
| 12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                |                             |
| I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE<br>Applicant/sponsor name: <u>Gary Gianfrancesco</u> Date: <u>3/4/2013</u><br>Signature:                                                |                             |

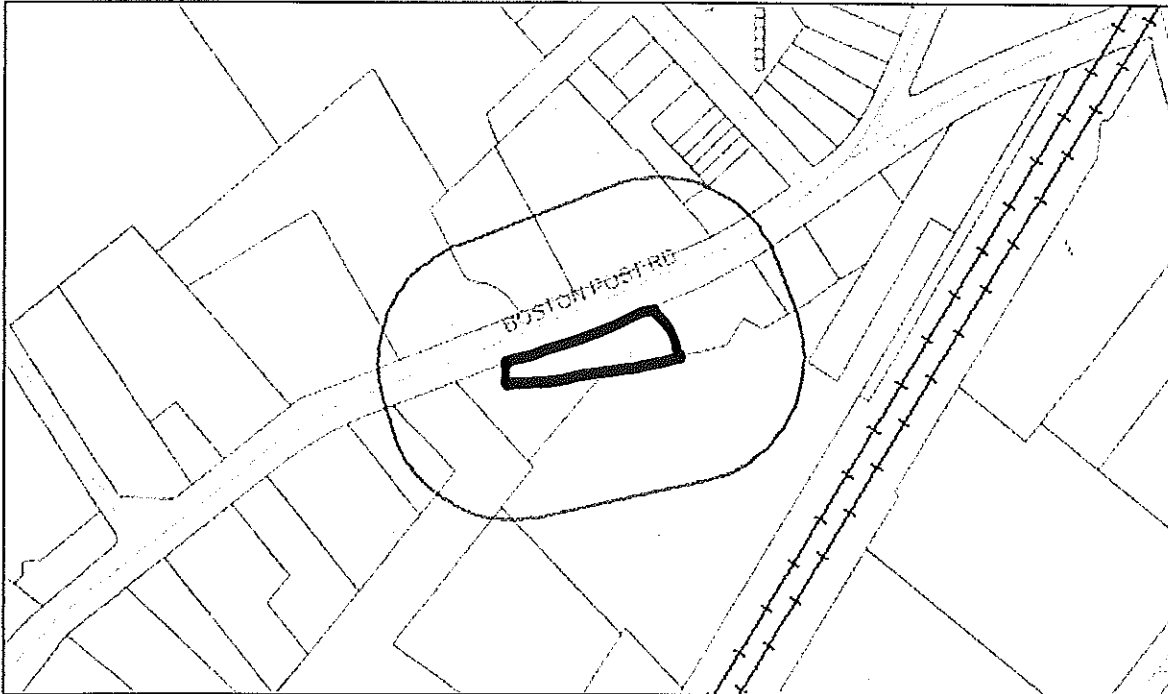
**If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment**

# Tax Parcel Maps

Address: 275 Boston Post Rd

Print Key: 142.45-1-9

SBL: 14204500010090000000



**Disclaimer:**

This tax parcel map is provided as a public service to Westchester County residents for general information and planning purposes only, and should not be relied upon as a sole informational source. The County of Westchester hereby disclaims any liability from the use of this GIS mapping system by any person or entity. Tax parcel boundaries represent approximate property line location and should **NOT** be interpreted as or used in lieu of a survey or property boundary description. Property descriptions must be obtained from surveys or deeds. For more information please contact the assessor's office of the municipality.

275 Boston Post Road

| OWNER NAME                   | ADDRESS            | CITY         | ZIPCODE | PRINTKEY        |
|------------------------------|--------------------|--------------|---------|-----------------|
| 230 Boston Post Road LLC     | 230 Boston Post Rd | Port Chester | 10573   | 142.37-1-5      |
| Messina & Briante Inc        | 303 Boston Post Rd | Port Chester | 10573   | 142.45-1-10     |
| Messina & Briante Inc.       | 303 Boston Post Rd | Port Chester | 10573   | 142.45-1-8      |
| B S Car Wash Inc             | 301 Boston Post Rd | Port Chester | 10573   | 142.45-1-13     |
| BS Car Wash Inc              | 27 Hillandale Rd   | Rye Brook    | 10573   |                 |
| DPPC Holdings L.P.           | Boston Post Rd     | Port Chester | 10573   | 142.53-1-1      |
| Rooney Motors                | 250 Boston Post Rd | Port Chester | 10573   | 142.37-1-3      |
| Rooney Motors                | 133 State Route 22 | Pawling      | 12564   |                 |
| Post Road Realty LLC         | 262 Boston Post Rd | Port Chester | 10573   | 142.37-1-2      |
| Balli-Port Chester LLC       | Boston Post Rd     | Port Chester | 10573   | 142.45-1-7, 7.1 |
| Balli-Port Chester LLC       | P.O. Box 95        | Armonk       | 10504   |                 |
| Moises Ochoa                 | 6 Olivia St        | Port Chester | 10573   | 142.37-1-6      |
| Post Road Realty LLC         | 260 Boston Post Rd | Port Chester | 10573   | 142.45-1-4      |
| Post Road Realty LLC         | 1250 Water Place   | Bronx        | 10461   |                 |
| Port Chester Project II Inc  | 299 Boston Post Rd | Port Chester | 10573   | 142.45-1-11     |
| Arredondo & Co               | 1 Station Pl       | Stamford     | 6902    |                 |
| Gils Pride Inc               | 275 Boston Post Rd | Port Chester | 10573   | 142.45-1-9      |
| Gils Pride Inc               | 31 Seville Avenue  | Rye          | 10580   |                 |
| Burger King Corp             | 264 Boston Post Rd | Port Chester | 10573   | 142.45-1-5      |
| Burger King Corp Attn: BK911 | P.O. Box 020783    | Miami        | 33102   |                 |
| Nestor Cacsire               | 18-20 Olivia St    | Port Chester | 10573   | 142.37-1-11     |

**ARCHITECTURAL PLANS  
AVAILABLE AT  
VILLAGE CLERK'S OFFICE**

## SMOKE- FREE AREAS IN VILLAGE PARKS

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 Port Chester Cares Community Coalition has proposed that the Village Board of Trustees prohibit smoking in the parks; and

WHEREAS, this proposal was reviewed by the Park Commission which recommended that a voluntary approach and signage limited to children's play areas would be more effective; and

WHEREAS, the Board requested that Village staff work with a representative of the Port Chester Cares Community Coalition and recommend appropriate signage and locations; and

WHEREAS, staff has made such recommendation. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby accepts the donation of the Port Chester Cares for 22 signs stating "This is a Smoke-Free Area", in English and Spanish, to be placed in the Village's parks by Department of Public Works personnel in the locations: and number as follows:

### Abendroth Park (4 signs; possible 1 additional at a future date)

1 sign small children's playground

1 sign older children's playground

1 sign soccer field – Lower Level

1 sign Picnic Rea

### Columbus Park (5 signs)

L sign at middle of bleacher/fencing at soccer field

1 sign water spray playground

1 sign playground/swings

1 sign basketball/volleyball court

1 sign pavilion area

### Edgewood Park (3 signs)

1 sign at lower fencing at soccer field

1 sign at playground area

1 sign at fencing at baseball field

Lyon Park (4 signs)

1 sign at playground area

1 sign at picnic area

1 sign at ballfield #1

1 sign at ball field #2

Recreation Park (5 signs)

1 sign at basketball court

1 sign at playground at swing set

1 sign at roller hockey rink

1 sign at bleachers at baseball field

APPROVED AS TO FORM:

---

Village Attorney, Anthony Cerreto

Roll Call

AYES:

NOES:

ABSENT:

Date: May 6, 2013

**THIS IS A  
SMOKE-FREE AREA**



**ÁREA DE NO  
FUMAR**

**Provided by:  
Port Chester Cares  
Community Coalition**

# MEMORANDUM

VILLAGE OF PORT CHESTER

TO: Anthony Cerreto ✓  
Village Attorney

FROM: Heather Krakowski HK  
Recreation Leader

SUBJECT: No Smoking Signs

DATE: April 18, 2013

VILLAGE OF PORT CHESTER

APR 18 2013

RECEIVED VA

APR 18 2013

RECEIVED

I met with Chelsea Bodansky from the Port Chester Cares Community Coalition on Tuesday, April 16. We have confirmed based on direction from the Park Commission and the Board of Trustees how many signs will be placed in each of the 5 Port Chester Parks. I have provided a breakdown of information below for you to draft a resolution. Please note that only 1 sign is to be placed in each of the children's play areas within each park.

Should you require anything further please feel free to contact me.

Abendroth Park 4 signs (possible 1 sign to be hung at a later date)

- 1 Sign Small Children's Playground
- 1 Sign Older Children's playground
- 1 Sign Soccer Field – Lower Level
- 1 Sign Picnic Area

Columbus Park – 5 Signs

- 1 Sign Middle of Bleacher Fencing Soccer Field
- 1 Sign Water Spray Playground
- 1 Sign Playground /Swings
- 1 Sign Basketball/Volleyball Courts
- 1 Sign Pavilion Area

Edgewood – 3 Signs

- 1 Signs at lower fencing at Soccer field
- 1 Sign at Playground Area
- 1 Sign fencing at Baseball field

Lyon Park – 4 signs

- 1 Sign at Playground Area
- 1 Sign for Picnic Area
- 1 Sign for Ball field #1
- 1 Sign Ball field #2

Recreation Park – 5 signs

- 1 Sign at Basketball Court
- 1 Sign at Playground
- 1 Sign at Swing Set
- 1 Sign at Roller Hockey Rink
- 1 Sign Bleachers – Baseball Field

Total 22 signs

Cc: C. Steers  
Village Manger

**RESOLUTION**  
**INTER-MUNICIPAL AGREEMENT BETWEEN THE VILLAGE OF PORT**  
**CHESTER WITH REGARD TO TRASH PICK-UP AT CRAWFORD PARK AND**  
**RYE TOWN PARK AND BEACH**

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. :

RESOLVED, that the Village Manager be and is hereby authorized to enter into an inter-municipal agreement with the Town Rye with regard to the Village of Port Chester making trash pick-up at Crawford Park and Rye Town Park and Beach, with a term of one year with compensation in the amount of \$3,000. `

APPROVED AS TO FORM:

\_\_\_\_\_  
Anthony M. Cerreto  
Village Attorney



## TOWN OF RYE

10 PEARL STREET  
PORT CHESTER, NY 10573

TEL: 914-939-3075 • FAX: 914-939-1465  
www.townofryeny.com

JOSEPH CARVIN  
SUPERVISOR

WILLIAM VILLANOVA  
DEPUTY SUPERVISOR

TOWN COUNCIL  
CHRISTINA COLLINS  
MICHELE MENDICINO DALY  
ROBERT NIORAS

5/2/2013

Mr. Christopher Steers – Village Manager  
Village of Port Chester  
222 Grace Church Street  
Port Chester, New York 10573

Dear Mr. Steers,

Thank you very much for agreeing to continue picking up our garbage dumpsters from Crawford Park and Rye Town Park. This has been a long standing informal agreement between our governments. As per our meeting last month, this would continue as an Inter-municipal agreement for a one year trial basis.

The cost analysis and review done by Rocky Morabito and you has been reviewed and all agreed it was fair and covered the costs to the Village for providing this service, including tipping fees. The Town of Rye would pay a fixed fee of \$3000.00 per year for this service. The Town is willing to pay this over six months (May – October) at \$500.00 per month if this is acceptable to the village. This fee would apply to garbage and trash only. The Town Staff will call the Village DPW Department to schedule each of the pick-ups on an as needed basis.

Again, we wish to thank you for continuing this long standing agreement.

Sincerely,

Bishop M. Nowotnik  
Confidential Secretary

Agreed to: \_\_\_\_\_  
Christopher Steers – Village Manager

**RESOLUTION  
SET PUBLIC HEARING  
A LOCAL LAW AMENDING CHAPTER 319 OF THE CODE OF THE VILLAGE  
OF PORT CHESTER WITH REGARD TO DECREASING THE HOURS OF  
PARKING METER OPERATION**

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:

RESOLVED, that the Board of Trustees of the Village of Port Chester, New York, will hold a PUBLIC HEARING on Monday, May 20, 2013, at 7:00 P.M., at the Village Justice Courtroom, 350 North Main Street, Port Chester, New York, to consider a Local Law amending CHAPTER 319 of the Code of the Village of Port Chester with regard to decreasing the hours of parking meter operation from 7:00 a.m. to 9:00 p.m. to 7:00 a.m. to 8:00 p.m. Monday through Saturday, except for holidays.

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney, Anthony Cerreto

ROLL CALL

AYES:

NOES:

ABSENT:

Date:

A LOCAL LAW AMENDING CHAPTER 319 OF THE CODE OF THE VILLAGE OF PORT  
CHESTER WITH REGARD TO DECREASING THE HOURS OF PARKING METER  
OPERATION

SECTION 1: The Code of the Village of Port Chester, Chapter 319, Schedule XXVI, Section 319-87 “Parking Meter Zones” is hereby amended as follows:

Section 319-87A. Two- hour limit

Parking meter zones are hereby established pursuant to Section 319-33 on the following streets. No vehicle shall be parked on Monday to Saturday, both inclusive, between the hours of 7:00 a.m. and [9:00 p.m.] 8:00 p.m. for more than two hours, except Sundays and holidays.

Section 319-87B. Twelve-hour limit.

Parking meter zones are hereby established pursuant to Section 319-33 on the following streets. No vehicle shall be parked on Monday to Saturday, both inclusive, between the hours of 7:00 a.m. and [9:00 p.m.] 8:00 p.m. for more than twelve hours, except Sundays and holidays.

Section 319-87C. Parking Lot Use.

Parking meter zones are hereby established pursuant to Section 319-33 on the following parking lots. No vehicle shall be parked Monday to Saturday, both inclusive, between the hours of 7:00 a.m. and [9:00 p.m.] 8:00 p.m. for longer than the time limit specified below, except Sundays and holidays

Section 319-87E. Parking Lot Use

Parking meter zones are hereby established pursuant to Section 319-33 on the following parking lots. No vehicle shall be parked Monday to Saturday, both inclusive, between the hours of 7:00 a.m. and [9:00 p.m.] 8:00 p.m. for longer than the time limit specified below, except Sundays and holidays.

Section 319-87 F. Four-hour limit.

Parking meter zones are hereby established pursuant to Section 319-33 on the following streets. No vehicle shall be parked on Monday to Saturday, both inclusive, between the hours of 9 a.m. and [9:00 p.m.] 8:00 p.m. for more than four hours, except Sundays and holidays.

SECTION 2: This local law shall be effective immediately upon filing with the Secretary of State.

Village Parking Lots

|        |                                      |             |                                                                   |
|--------|--------------------------------------|-------------|-------------------------------------------------------------------|
| Lot 1  | New Broad Street<br>Meter Box        | 60 Spaces - | 101-160 12hr<br>HC - 101,102,142                                  |
| Lot    | Marina<br>4Hr-restrict & 4:30-9:30am | 220 Spaces  | 201- 399, 0400-0420<br>HC - 0402, 0403?                           |
| Lot 4  | Irving Avenue<br>Meter Box           | 49 Spaces   | 401-437 3hr,438-449 12hr<br>HC - 418, 428                         |
| Lot 5  | Beech Street                         | 73 Spaces   | 28 3Hr, Permit - 45<br>HC-1                                       |
| Lot 10 | 10 Pearl Street<br>2 Hr- Restrict    | 43 Spaces   | HC- 2                                                             |
| Lot 11 | Highland Street<br>Meter Box         | 36 Spaces   | 501-516 2hr, 517-536 12hr<br>HC - 506,507                         |
| Lot 12 | Marvin Place                         | 48 Spaces   | 11 Meters- 2Hr, 37 Permit<br>HC-2 spaces - 2Hr                    |
| Lot 13 | Oak / Grove                          | 95 Spaces   | 701-718 12hr, 719-744 2hr<br>745-770 2hr, 771-796 12hr<br>HC- #?? |
| Lot 16 | Willett Avenue                       | 23 Spaces   | 801-823 2hr<br>HC 14,23 2 Hr                                      |
| Lot 17 | Adee Street                          | 43 Spaces   | 924-966 2 hr,<br>HC - 949,950                                     |

6/8/2010

AUTHORIZING VILLAGE MANAGER TO EXECUTE UNDERTAKING FOR THE  
BENEFIT OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION TO  
FACILITATE WORK IN STATE ROADWAYS

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, from time to time the Village is required to undertake work in the state  
roadways within the Village; and

WHEREAS, the Village seeks to move the centerline on Putnam Avenue in order to  
accommodate street parking adjacent to the street; and

WHEREAS, New York State requires the Village to execute an agreement in the form  
of an Undertaking for the benefit of the New York State Department of Transportation to be on  
file. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to execute an  
Undertaking for the benefit of the New York State Department of Transportation to as to  
facilitate required work in on state highways.

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney, Anthony Cerreto

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:



## UNDERTAKING

For the benefit of

### The New York State Department of Transportation

In connection with work affecting state highways

(For use by New York municipalities and federal agencies)

WHEREAS, the undersigned \_\_\_\_\_ ( Municipality, County, Town, City or Village, or any agency of the federal government, hereinafter referred to as "Permittee") from time to time receives permits from the New York State Department of Transportation (hereinafter referred to as the "NYSDOT") and otherwise conducts activities and operations upon highways and/or within right-of-way controlled by the State of New York for such purposes as the obstruction, installation, construction, maintenance and/or operation of facilities; and

WHEREAS, Permittee's access and operation upon state right-of-way is conditioned upon compliance with Highway Law Sections 52, 103, 203 and/or 234, including the conditions that Permittee assume all responsibility for (a) the temporary control of all modes of traffic (including motorized and non-motorized travel) affected by Permittee's operations, (b) complete restoration of state facilities to their condition prior to permitted use or activity, and (c) all claims, damages, losses and expenses,

NOW, THEREFORE, in relation to all operations and/or actions undertaken within state right-of-way, Permittee hereby agrees to the following terms and conditions:

**1. Permit Applications.** Excepting only activities undertaken to protect public safety because of emergency conditions or incidents, Permittee shall provide timely written notice to NYSDOT of operations or activities affecting state right-of-way. Under normal circumstances, a minimum of five business days notice shall be provided. Notification of emergency activities shall be provided to NYSDOT as soon as practicable after the activity. The Permittee shall apply for project-specific permits for activities not allowed under any existing annual permit. Such application shall identify proposed project locations, desired dates/hours, proposed work/activities, traffic control, and site restoration

**2. Applicable Rules, Regulations & Conditions.** Permittee shall comply with all of the laws, rules and regulations applicable to construction, maintenance activities and operations and shall further comply with such terms and conditions that may be imposed by NYSDOT in connection with permitted activity or operations. Temporary Traffic Control, highway safety appurtenances, and restoration of state facilities shall be completed in accordance with NYSDOT regulations and standards.

**3. Site Restoration.** Permittee shall, at its own expense, promptly complete the work allowed under each permit and, within a reasonable time, restore State property damaged by its work/activities to substantially the same or equivalent condition as existed before such work was begun as determined by the Commissioner or his/her designee. In the event that the Permittee fails to so restore damaged State property within what the Commissioner deems to be a reasonable time, the Commissioner, after giving written notice to the Permittee, may restore the property to substantially the same or equivalent condition as existed before the Permittee's work/activities, in which case, Permittee agrees to reimburse the reasonable expenses in connection therewith.

**4. Payment & Release of Liens.** Permittee shall be responsible for the payment of all costs and materials relating to its work in the public right-of-way, and agrees to defend and save harmless NYSDOT against any and all lien claims made by persons supplying services or materials to Permittee in connection with Permittee's work.

**5. Indemnity.** In addition to the protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations, whether undertaken by Permittee's own forces or by contractors or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, NYSDOT, and their agents from and against all claims, damages, losses and expenses, including but not limited to, claims for personal injuries, property damage, wrongful death, and/or environmental claims and attorney fees arising out of any such claim, that are in any way associated with the Permittee's, activities or operations under any and all permits issued using this Undertaking.

FURTHERMORE, Permittee hereby warrants that the obligations of this Undertaking are backed by the full faith and credit of Permittee. Permittee may insure or bond any of the obligations set forth herein, or may rely upon self-insurance, budgeted funds, or funds for general operations.

This Undertaking shall be applicable to all permitted activities and operations undertaken after the date of execution and work initiated while this Undertaking is in effect. This Undertaking may be revoked by the Permittee or rejected by NYSDOT upon thirty days written notice but will continue to apply to all permitted activities/operations that were permitted by virtue of this Undertaking. Unless terminated for the purpose of future activities/operations, this Undertaking shall have a term of twenty (20) years and shall be kept on file to facilitate the issuance of future permits to which it will apply.

IN WITNESS WHEREOF, \_\_\_\_\_ (Municipality-County, Town, City, Village or federal agency) agrees to the terms of this Undertaking, and has caused its execution by the authorized officer or employee (attach Resolution of Approval).

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Address

( ) \_\_\_\_\_  
Phone number

\_\_\_\_\_  
Address

\_\_\_\_\_  
e-mail

INTER-MUNICIPAL AGREEMENT WITH COUNTY OF WESTCHESTER AND NEW  
YORK STATE POLICE WITH REGARD TO THE POLICE DEPARTMENT'S  
PARTICIPATION IN THE TRACS SYSTEM

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 New York State Police working with other state and federal agencies has developed an Internet-based system called TraCS (“Traffic and Criminal Software System”) for local law enforcement agencies in the preparation and issuance of Uniform Traffic Tickets (UTT) and Traffic Accident Reports (Form MV-104b); and

WHEREAS, this system is facilitated through the Westchester County Office of Technology and the County Department of Public Safety, at no expense to the participating local government; and

WHEREAS, the inter-municipal agreement among the New York State Police, County of Westchester, and the Village of Port Chester has expired; and

WHEREAS, the Chief of Police has requested a renewal of the agreement; and

WHEREAS, this matter is another example of the value of shared services between the State and local governments. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into a renewal of an inter-municipal agreement with the County of Westchester with regard to the Village’s participation in the New York State Police’s TraCS System, with a term of five years from the date of execution, unless terminated earlier as provided therein.

APPROVED AS TO FORM:

\_\_\_\_\_  
Anthony M. Cerreto  
Village Attorney

**TraCS**  
**USE AND DISSEMINATION AGREEMENT**  
**Between**  
**New York State Police, the County of Westchester Department of Public Safety**  
**hereinafter referred to as the “Lead Agency”**  
**and**  
**Port Chester Police Department**  
**hereinafter referred to as the “Participating Agency”**

**WHEREAS:**

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

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

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

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

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

5. The Participating Agency agrees:

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

6. NYSP agrees:

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

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

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

**Participating Agency:** Port Chester Police Department

By: \_\_\_\_\_ **(sign name and title)**  
 \_\_\_\_\_, Chief of Police

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

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

**New York State Police**

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

**MUNICIPALITY'S ACKNOWLEDGMENT**

STATE OF NEW YORK            )

) ss.:

COUNTY OF WESTCHESTER )

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

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

**CERTIFICATE OF AUTHORITY**  
(Municipality)

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of the  
(Title)

\_\_\_\_\_  
(Name of Municipality)

(the "Municipality"), a corporation duly organized and in good standing under the

\_\_\_\_\_  
(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

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

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

agreement was duly signed for and on behalf of said Municipality by authority of its

\_\_\_\_\_, thereunto duly authorized and  
(Town Board, Village Board, City Council)

that such authority is in full force and effect at the date hereof.

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

STATE OF NEW YORK )

ss.:

COUNTY OF WESTCHESTER)

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

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

\_\_\_\_\_  
County

## **SCHEDULE "B"**

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

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

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

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

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

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

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

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

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

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

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

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

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

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

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

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

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

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

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

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

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INTER-MUNICIPAL AGREEMENT WITH COUNTY OF WESTCHESTER WITH REGARD  
TO THE POLICE DEPARTMENT'S PARTICIPATION IN THE REPOSITORY FOR  
INTEGRATED CRIMINALISTIC INFORMATION SYSTEM

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 County of Westchester has implemented a system called the Repository for Integrated Criminalistic Information ("RICI System") to allow for the electronic transmission and storage of criminal record and police blotter information; and

WHEREAS, the information is shared by the County to law enforcement agencies having access to the system, at no expense to the participating local government; and

WHEREAS, the inter-municipal agreement between the County and the Village of Port Chester and the County has expired; and

WHEREAS, the Chief of Police has requested a renewal of the agreement; and

WHEREAS, this matter is another example of the value of shared services between local governments. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into a renewal of an inter-municipal agreement with the County of Westchester with regard to the Village's participation in the County's Repository for Integrated Criminalistic Information ("RICI System"), with a term of June 1, 2012 and ending on May 31, 2017, unless terminated earlier as provided therein.

APPROVED AS TO FORM:

\_\_\_\_\_  
Anthony M. Cerreto  
Village Attorney

## **INTER-MUNICIPAL AGREEMENT**

**AGREEMENT**, made \_\_\_\_\_, 2013 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 PORT CHESTER**, a municipal corporation of the State of New York, acting by and through the Village of Port Chester Police Department, having an office and place of business at 350 North Main Street, Port Chester, New York 10573.

(hereinafter referred to as the "Municipality")

**WHEREAS**, the County has implemented a system called Westchester County Repository for Integrated Criminalistic Information ("RICI System") to allow for the electronic transmission and storage of criminal record and police blotter information;

and

**WHEREAS**, the type of information that is transmitted and stored on the system includes, but is not limited to, information related to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data;

and

**WHEREAS**, the information is stored chronologically on a central computer maintained by the County and is shared by multiple law enforcement agencies having access to the system; and

**WHEREAS**, the Municipality is desirous of obtaining access to the RICl System and receiving supplemental computer services from the County; and

**WHEREAS**, the County agrees to provide such services upon the terms described below.

**NOW, THEREFORE**, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

**FIRST:** The County agrees:

(a) To provide and maintain a computer system and related equipment that will allow for the electronic transmission and storage of records relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The system will allow for the two-way transmission of data between the Municipality, the County, the New York State Division of Criminal Justice Services ("DCJS") and other law-enforcement agencies.

(b) To maintain all parts of the RICl System under County control. The portion of the system "under County control" means the hardware or software associated with the central computer. "Maintenance" generally means support, upkeep, repair and periodic duplication or "back-up" of Municipality records in order to safeguard the data. Maintenance will be provided 24 hours per day, 365 days per year. The County will take reasonable measures to prevent or correct system trouble. "System trouble" is generally defined as the non-ability of any Municipality RICl System workstation to send or receive data from the central computer. If the County determines any system trouble to be within the portion of the system under Municipality

control, or within the jurisdiction of a third party, it will make appropriate notification to the Municipality or to such third party. The portion of the system “under Municipality control” means the hardware or software contained within the Municipality computer network. The “jurisdiction of a third party” means any hardware or software that is not within that portion of the system under County control or under Municipality control.

(c) To provide management control over the RICI System.

“Management control” means the authority to set and enforce (1) priorities; (2) standards for the selection, supervision, and termination of personnel in its employ; and (3) policy governing the operation of computers, circuits and telecommunications terminals or equipment used to process, store, or transmit criminal justice data, and guarantees the priority service needed by the criminal justice community. Management control includes, but is not limited to, the supervision of equipment, system design, programming, and operating procedures necessary for the exchange of criminal justice data.

(d) That authorized Municipality employees and authorized employees from other user law enforcement agencies may access, view or print any record contained in the RICI System relating to a subject’s arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. Access by Municipality employees is strictly for business purposes relating to an official law enforcement function or to the administration or maintenance of the system. Any data so accessed may be used or disseminated only in accordance with all applicable federal, state or local laws or applicable rules and regulations, taking into account the type of record being used or disseminated including designation as adult, juvenile delinquent, sealed or similar restricted status.

(e) That all County employees having access to RICI System data have been the subject of a criminal background check for the purpose of ascertaining fitness to access criminal justice and police blotter information. The Department of Public Safety will determine the criteria to be used in ascertaining such fitness. Any person not meeting such criteria will be denied access to RICI System data.

(f) That all Municipality records maintained on the RICI System are owned by the Municipality. The Municipality will enter or edit its own records and has sole responsibility for the proper designation of its records as adult, juvenile delinquent, sealed or similar restricted status. The Municipality has sole responsibility for compliance with all court processes pertaining to any Municipality record contained in the system. The County will not enter or edit Municipality records, except at the request of the Municipality or as necessary for the administration or maintenance of the system.

**SECOND:** The Municipality agrees:

(a) To provide and maintain a computer system and related equipment that will allow for the electronic capture and transmission of records relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The system will allow for the two-way transmission of data between the Municipality, the New York State Division of Criminal Justice Services ("DCJS") and other law-enforcement agencies.

(b) To maintain all parts of the RICI System under Municipality control. The portion of the system "under Municipality control" means the hardware or software associated with the Municipality computer network. The Municipality will take reasonable measures to prevent or correct system trouble. "System trouble" is

generally defined as the non-ability of any Municipality RICl System workstation to send or receive data from the central computer. If the Municipality determines the trouble to be within the portion of the system under County control, or within the jurisdiction of a third party, it will make appropriate notification to the County or to such third party. The portion of the system "under County control" means the hardware or software associated with the central computer. The "jurisdiction of a third party" means any hardware or software that is not within that portion of the system under Municipality control or under County control.

(c) To provide supervision and control over that portion of the RICl System under Municipality control. The term "supervision and control" generally means, but is not limited to, maintenance of security for terminals used to access RICl System data and the exercise of reasonable measures to ensure that only authorized personnel access criminal justice and police blotter information contained in the system.

(d) That authorized County employees and authorized employees from other user law enforcement agencies may access, view or print any record contained in the RICl system relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. Access by County employees is strictly for business purposes relating to an official law enforcement function or to the administration or maintenance of the system. Any data so accessed may be used or disseminated only in accordance with all applicable federal, state or local laws or applicable rules and regulations, taking into account the type of record being used or disseminated including designation as adult, juvenile delinquent, sealed or similar restricted status.

(e) That all Municipality employees having access to RICl System data have been the subject of a criminal background check for the purpose of ascertaining fitness to access police blotter and criminal justice information. The Department of Public Safety will determine the criteria to be used in ascertaining such fitness. Any person not meeting such criteria will be denied access to RICl System data.

**THIRD:** The Municipality agrees

(i) That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of this Agreement; and

(ii) 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 this Agreement, unless caused by or resulting from the negligence of the County, and to bear all other costs and expenses related thereto.

**FOURTH:** The term of this Agreement will commence June 1, 2012 and terminate May 31, 2017, unless terminated earlier as provided herein.

**FIFTH:** Either party may cancel this Agreement on thirty (30) days written notice to the other party.

**SIXTH:** This Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

**SEVENTH:** All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested or by overnight courier and mailed to the following addresses:

To The County:

George N. Longworth  
Commissioner - Sheriff of Public Safety  
Saw Mill River Parkway  
Hawthorne, New York 10532

With a copy to:

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

To The Municipality:

Village of Port Chester  
350 North Main Street  
Port Chester, New York 10573

or to such other addresses as may be specified by the parties hereto in writing.

**EIGHTH:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

**NINTH:** This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality; and this Agreement shall not be deemed to create any rights in third parties, or to create any obligations of a Party to any such third parties.

**TENTH:** Any delegation of duties or assignment of rights under this Agreement, without the prior express written consent of the County, is void.

**ELEVENTH:** The Agreement shall be construed and enforced in accordance with the laws of the state of New York.

**IN WITNESS WHEREOF**, the County and the Municipality have executed

this Agreement in triplicate:

**COUNTY OF WESTCHESTER**

By: \_\_\_\_\_

George N. Longworth  
Commissioner-Sheriff  
Department of Public Safety

**MUNICIPALITY**

By: \_\_\_\_\_

Name:  
Title:  
Village of Port Chester

Approved by the Board of Legislators of the County of Westchester on September 10, 2012 by Act No. 2012-117.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 11th day of October, 2012.

Approved as to form and  
manner of execution:

\_\_\_\_\_  
Sr. Assistant County Attorney  
The County of Westchester  
a/DPS/RICI/RICI IMA 2010.doc

**MUNICIPALITY'S ACKNOWLEDGMENT**

STATE OF NEW YORK            )

) ss.:

COUNTY OF WESTCHESTER )

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

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

**CERTIFICATE OF AUTHORITY**

(Municipality)

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of the  
(Title)

\_\_\_\_\_  
(Name of Municipality)

(the "Municipality"), a corporation duly organized and in good standing under the

\_\_\_\_\_  
(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

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

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

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

that such authority is in full force and effect at the date hereof.

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

STATE OF NEW YORK )

ss.:

COUNTY OF WESTCHESTER)

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

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

\_\_\_\_\_  
County

## **SCHEDULE "B"**

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

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

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

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

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

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

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

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

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

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

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

(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.

APPOINTMENTS TO THE PORT CHESTER-RYE BROOK PUBLIC LIBRARY BOARD OF TRUSTEES

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:

RESOLVED, that the resolution adopted on April 2, 2013 appointing Trustee Saverio Terenzi and Trustee Gene Ceccarelli as trustees to the Port Chester-Rye Brook Public Library is hereby rescinded.

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney, Anthony Cerreto

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

APPOINTMENTS TO THE PORT CHESTER-RYE BROOK PUBLIC LIBRARY INTER-  
MUNICIPAL COMMITTEE

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:

RESOLVED, that Trustee Luis Marino be and is hereby substituted and in place of  
Trustee Gene Ceccarelli as member of the Port Chester-Rye Brook Public Library Inter-  
Municipal Committee.

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney, Anthony Cerreto

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

RESOLUTION  
CERTIORARI SETTLEMENT  
PC406 BPR LLC (UNITED HOSPITAL)

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:

RESOLVED, that the resolution of the Board of Trustees adopted on April 15, 2013 with regard to certiorari proceedings brought by 406 BPR LLC for review of tax assessments fixed by the Town of Rye upon property located at 406 Boston Post Road, and designated as Section 141.52, Block 1, Lot 2, on the Tax Assessment Map of the Village of Port Chester is hereby rescinded.

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney, Anthony Cerreto  
Roll Call

AYES:  
NOES:  
ABSENT:

Date: May 6, 2013

RESOLUTION  
INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF WESTCHESTER  
WITH REGARD TO NUTRITION SERVICE INCENTIVE 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:

RESOLVED, that the Village Manager be and is authorized to enter into an inter-municipal agreement with the County of Westchester with regard to the Nutrition Senior Incentive Program for services provided by the Village pursuant to the Older Americans Act and New York State Community Services for the Elderly Act, Title III-C1, Nutrition Services Incentive Program (NSIP), Title III-C2 and Nutrition Services Incentive Program (NSIP) for a total amount of \$93,770 in funding to cover the programs for the period January 1, 2013 through December 31, 2013.

APPROVED AS TO FORM:

---

Anthony M. Cerreto  
Village Attorney

ROLL CALL:

AYES:

ABSENT:

DATE:

**AGREEMENT** made this day \_\_\_\_ of \_\_\_\_\_, 20\_\_ 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

\_\_\_\_\_  
a corporation organized under the laws of the State of New York, having an office and principal place of business at \_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as the "Contractor")

**W I T N E S S E T H:**

**WHEREAS**, the County has been awarded grants by the New York State Office for the Aging ("NYSOFA") pursuant to Titles III-C1, III-C2 and Nutrition Services Incentive Program ("NSIP") of the Older Americans Act to provide various social and nutrition services to elderly residents of the County (the "Programs"); and

**WHEREAS**, the Contractor desires to conduct the Programs upon the terms and conditions hereinafter set forth, and the County desires the Contractor to provide the Programs upon such terms and conditions.

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

1. The Contractor shall conduct the Programs in accordance with and shall comply with the terms set forth in Schedule A and also in accordance with the Programs as described and budgeted in Schedule C. Schedules A and C are attached to and form a part of this Agreement. It is understood and agreed that Schedules A and C are subject to the approval of and modification by NYSOFA, and the County if required.

**Village of Port Chester**

2. The term of this Agreement shall commence on January 1, 2013 and expire on December 31, 2013, unless terminated sooner pursuant to the provisions hereof. The County, at its sole option, may renew this Agreement for three additional 1 year terms.

3. Payment for the services to be provided for Title III-C1 shall be made for expenses actually incurred and paid by the Contractor at the rate of not less than \$3.50 per meal.

The amount in Schedule "C" for Title III-C1 shall not exceed \$41,052 subject to appropriation.

The total amount in Schedule "C" for III-C1 NSIP shall not exceed \$33,470 subject to appropriation.

Payment for the services to be provided for Title III-C2 shall be made for expenses actually incurred and paid by the Contractor at the rate of not less than \$3.00 per meal.

The amount in Schedule "C" for Title III-C2 shall not exceed \$13,782 subject to appropriation.

The total amount in Schedule "C" for III-C2 NSIP shall not exceed \$5,466 subject to appropriation.

The total aggregate amount in Schedule "C" shall not exceed \$93,770 subject to appropriation.

Payments shall be made for expenses actually incurred and paid by the Contractor, which sums shall be subject to downward adjustment by the County based upon actual program services rendered by the Contractor during the term of the Agreement. The foregoing obligation of the County to make payment is expressly conditioned upon the County's receipt of the Notification of Grant Award letter from NYSOFA (as more particularly described in Paragraph "4" below) and upon compliance by the Contractor with all the terms and conditions contained in this Agreement.

4. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of the Notification of Grant Award letter from NYSOFA to operate the various social and nutrition services to elderly residents of the County pursuant to Titles III-C1, III-C2, and NSIP of the Older Americans Act.

If, for any reason whatsoever, the Notification of Grant Award Letter is not received by the County from NYSOFA, the County may terminate this Agreement immediately or reduce the amount payable to the Contractor, in the sole and complete discretion of the County. The County shall give prompt notice of any such termination or reduction to the Contractor. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County

finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

The distribution of NSIP funds shall be 1) subject to the County's receipt of the Notification of Grant Award letter , as hereinabove provided; and 2) accomplished by written confirmation sent by the Department of Senior Programs & Services to the Contractor, without the need to enter into supplemental agreements.

5. The Contractor shall be reimbursed by the County for expenses actually incurred and paid by the Contractor after the County has received approval from NYSOFA. Payment shall be made on a monthly basis, upon submission by the Contractor of claims or vouchers and such supporting documentation as the County may require, subject to the County's receipt of the Notification of Grant Award letter from NYSOFA as described above and subject to the approval of same by the Commissioner of the Westchester County Department of Senior Programs and Services or her duly authorized designee (hereinafter, "Commissioner").

Expenditures will be made only for authorized items of expense contained in the budget set forth in Schedule C. If and when expenditures for other than authorized items become necessary, the Contractor will request County approval before incurring such expense. Approval of such requests shall be at the sole and complete discretion of the Commissioner.

The County may, in its discretion, if it shall deem such payment to be required in furtherance of the Program, pay the Contractor prior to receipt of payment or approval therefore by the New York State Office for the Aging, provided that, in the event the New York State Office for the Aging subsequently fails or refuses to pay the County, or if such expense is not a proper expenditure under the Program, the Contractor shall immediately reimburse the County for such payment made to the Contractor, or, the County, in its discretion, may deduct such amount from future payments due and owing the Contractor under this Agreement.

6. The Contractor shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances and any amendments thereto, including, but not limited to:
- a) The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
  - b) 2 CFR Part 225 (Cost Principles for State and Local Governments)
  - c) 45 CFR Part 74 (Administration of Grants)
  - d) 45 CFR Part 76 (Suspension and Debarment)
  - e) 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
  - f) 45 CFR Part 92 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments)
  - g) 45 CFR 93 (New Restrictions on Lobbying, see 91-PI-5 [1/24/91])
  - h) 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
  - i) 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)
  - j) Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. .621, et seq.)
  - k) Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32 [8/4/92])
  - l) Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. 2000e, et seq.)

- m) Equal Pay Act of 1963, as amended (29 U.S.C. 206)
- n) Home Energy Assistance Act of 1981, as amended (42 U.S.C. 8601, et seq.)
- o) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
- p) Single Audit Act Amendments of 1996 (31 U.S.C. 7501, et seq.)
- q) Office of Management and Budget (OMB): OMB Circular A-95 (Clearinghouse Review)
- r) OMB Circular A 102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)
- s) OMB Circular A 110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non- profit Organizations)
- t) OMB Circular A-122 (Cost Principles for Non-profit Organizations)
- u) OMB Circular A-133 (Audits of State and Local Government and Non- Profit Organizations)
- v) Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)
- w) New York State Elder Law
- x) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 6654 and 6655)
- y) Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Sexual Orientation, Age and Other Factors)
- z) Executive Law, Article 15A (Minority/Women's Business Contract Requirements)
- aa) Elder Law, Section 218 (Establishes Basic Requirements for Long Term Care Ombudsman Programs under the Older Americans Act)
- bb) Public Officers Law (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
- cc) Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
- dd) Expanded In-home Services for the Elderly (EISEP) Program Standards
- ee) NYSOFA Nutrition Program Standards (90-PI-26 [5/17/90])
- ff) Legal Assistance Standards (94-PI-52 [12/29/94])
- gg) Governor's 1960 Code of Fair Practices
- hh) Governor's Executive Order 6 (Affirmative Action Efforts)
- ii) Governor's Executive Order 19 (Prevention of Sexual Harassment)

Pursuant to Local Law No. 27-1997, it is the goal of the County to encourage, promote and increase participation of business enterprises, which are owned and controlled by persons of color or women in contracts and projects funded by the County, and to monitor such participation. In furtherance of this goal, the Contractor hereby agrees to complete the questionnaire attached as part of Schedule A. This requirement does not apply to municipalities.

In addition, the Contractor shall cause to be prominently posted, on the site where services hereunder are to be provided, a statement regarding non-discrimination, which statement shall be similar in form to the following:

"In compliance with Section 504 of the Rehabilitation Act of 1975 and Title VI of the 1964 Civil Rights Act and New York State Executive Law and orders, no persons will be denied service or access to service based upon race, creed, color, national origin, religion, marital status, sexual orientation, genetic predisposition, carrier status, or handicapping condition."

7. The Contractor expressly agrees 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 or Section 291 of the New York State Human Rights Law. The Contractor 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.

8. (a) There shall be no partisan political activity in connection with this Agreement, including (i) candidate endorsements (ii) registration activities which are partisan in nature (iii) scheduled meetings of services recipients with public officials or candidates unless event is open on an equal basis to all candidates and officials regardless of policy views or partisan affiliation. This does not preclude the legitimate right of elected officials and other community leaders to visit programs in their areas.

(b) The Contractor shall ensure that any services to be provided under this Application shall be secular in nature and scope and in no event shall there be any sectarian or religious services, counseling, proselytizing, instruction or other sectarian, religious influence undertaken in connection with the provision of such services. The Contractor shall refrain from using funds to advance any sectarian effort.

9. (a) The Contractor acknowledges (i) that this Agreement may be funded in whole or in part with funds to be provided to the County under State or Federal program grants, (ii) that the County cannot insure that all of such funds as are presently earmarked by the County for use in connection with this Agreement will ultimately be delivered to the County by the relevant grantor, and (iii) that the County's obligation to pay the Contractor for expenditures which are to be reimbursed with such funds extends only to the extent that such funds are actually received by the County.

(b) The County shall have the right to terminate or modify this agreement based on changes in the availability of State and/or Federal Funds.

All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Contractor.

10. The Contractor must attempt to provide service to low income minority older individuals in at least the same proportion as the population of low income minority older individuals bears to the population of older individuals of the area served by such Contractor.

11. Statistical information and supporting documentation concerning the Programs conducted hereunder shall be provided to the County by the Contractor on request of the County.

Documentation of reports and expenses shall include, without limiting the right to require additional documentation: invoices for all purchases, payroll time records, payroll records for local support contribution, municipal payment vouchers for governmental agencies and canceled checks for private agencies.

The Social Assistance Management System (SAMS) for the monthly reporting of Service Delivery Information and Service Recipient Information must be submitted using our electronic based system. For the 2013 contract year, all Nutrition Program Subcontractors are required to mail in the completed SAMS' monthly nutrition report signed by the staff member responsible for the report. The reports should be received by the County no later than the tenth (10th) day of the following month and/or entered on the web site at the same time. The Contractor understands and agrees that submission of the monthly report by the deadline set forth above constitutes a material element of this Agreement. The County reserves the right to withhold payment to Contractor for its failure to submit the monthly report by the deadline, until such time as the monthly report is received by the County. Repeated failures by Contractor to submit the monthly report by the stated deadline will constitute a material breach of this Agreement justifying termination for cause as provided in Paragraph "16" hereof.

The Contractor shall furnish the County with copies of all insurance certificates, food contracts, rental agreements, and transportation agreements relating to the services provided by the Contractor hereunder.

12. The Contractor shall comply with the insurance requirements set forth in Schedule A. In addition to, and not in limitation of, the insurance provisions of this Agreement, the Contractor agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Contractor shall indemnify and hold harmless the County, its 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 the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor 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 this Agreement and to bear all other costs and expenses related thereto.

13. The Contractor agrees that any Program, public information materials, or other printed or published materials on the work of the Programs which is supported with Titles III-C1 or III-C2 funds will give due recognition to the New York State Office for the Aging, the Westchester County Department of Senior Programs and Services and the United States Department of Health and Human Services.

14. The Contractor shall be solely responsible for any over expenditure of funds and the County shall not be responsible for any over expenditure.

15. The Contractor shall provide adequate qualified and trained personnel for supervision and fiscal management of the Programs.

16. (a) The County, upon ten (10) days notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for

services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "C". Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Contractor shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the services rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Work rendered by the Contractor. The Contractor shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Contractor 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 Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by the Contractor of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

17. The failure of the County to insist, in any one or more instances, upon a strict performance of any of the terms, covenants, agreements and conditions of this Agreement, shall not be considered as a waiver or relinquishment for the future of such covenant, but the same shall continue and remain in full force and effect.

18. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight

courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner  
Department of Senior Programs and Services  
9 South First Avenue, 10th Floor  
Mount Vernon, New York 10550-3414

with a copy to:

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

To the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. The Contractor represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Contractor), any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

20. This Agreement may not be modified or amended unless in writing and signed by both parties herein.

21. Attached hereto and forming a part hereof as Schedule "A" is a questionnaire entitled "Required Disclosure of Relationships to County." The Contractor agrees to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Contractor agrees to notify County in writing within ten (10) business days of such event.

22. The Contractor agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as part of Schedule "A".

23. 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.

24. The Contractor shall ensure that where the State or local public jurisdiction requires licensure or certification for the provision of social services, the Contractor and its approved subcontractors providing such services under the approved Four Year Plan shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected trained and supervised.

25. All deliverables created under this Agreement by the Contractor are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the Contractor hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its' name copyrights, registrations and similar protections which may be available. The Contractor agrees to assist the County, if required, in perfecting these rights. The Contractor shall provide the County with at least one copy of each deliverable.

The Contractor agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Contractor agrees to enable the County's continued use of the deliverable, or to modify or

replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Contractor in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Contractor may retain copies of such records for its own use.

26. The failure of the County to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement, shall not be considered a waiver or relinquishment for the future of such covenant but the same shall continue and remain in full force and effect.

27. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from the New York State Executive Department, Office for the Aging to operate the New York State Long Term Care Ombudsman Program, and that no liability shall be incurred by the County beyond the monies made available from the New York State Executive Department, Office for the Aging for this Agreement. The Contractor agrees that the County shall not be liable for any of the payments hereunder unless and until the County Commissioner of Finance has received said funds.

If, for any reason, the full amount of said funds is not paid over or made available to the County by the New York State Executive Department, Office for the Aging, the County may terminate this Agreement immediately or reduce the amount payable to the Contractor, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Contractor. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates

approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

28. All payments made by the County to the Contractor will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Consultants doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form in order to receive payment. The EFT Authorization Form and related information are attached hereto as part of Schedule "A". The completed Authorization Form must be returned by the Contractor to the Commissioner prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Westchester County Finance Department. If the Contractor has previously filed the EFT form, the Contractor does not need to refile, as long as no information on the previously filed form has changed. If any of the information has changed, the Contractor must file a new form with the updated information.

29. This Agreement shall not be enforceable until it is signed by both parties and approved by the Office of the County Attorney.

30. This Agreement shall be governed by the laws of New York State.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate.

**THE COUNTY OF WESTCHESTER**

By \_\_\_\_\_  
Mae Carpenter, Commissioner  
Department of Senior Programs and Services

**CONTRACTOR:**

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

\_\_\_\_\_  
(Title)

Approved by the Westchester County Board of Legislators pursuant to Act No. 36 - 2012.

Approved by the Board of Acquisition and Contract of the County of Westchester on the \_\_\_\_\_ day of , 2013.

Approved as to form and manner of execution:

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester

ACKNOWLEDGMENT

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgement

CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of  
(Title)

the \_\_\_\_\_ of  
(the "Corporation")

a corporation duly organized and in good standing under the (Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement; that

\_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the Corporation was, at the time of execution

\_\_\_\_\_  
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, 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 the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgement

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES**

**SCHEDULE A**

**APPLICATION FOR**

**TITLE III-B, III-C 1 & 2, III-D, III-E, AND V PROGRAMS  
OF THE OLDER AMERICANS ACT OF 1965, AS AMENDED**

**AND**

**WEATHERIZATION REFERRAL AND PACKAGING PROGRAM  
NEW YORK STATE COMMUNITY SERVICES FOR THE ELDERLY ACT  
NEW YORK STATE SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM  
AND NEW YORK STATE CAREGIVERS RESOURCE CENTER PROGRAM  
AND NEW YORK STATE CONGREGATE SERVICES INITIATIVE PROGRAM**

**SUBMITTED BY:**

\_\_\_\_\_  
(MUNICIPALITY)

**PERIOD COVERED: JANUARY 1, 2013 - DECEMBER 31, 2013 - FEDERAL GRANTS  
APRIL 1, 2013 - MARCH 31, 2014 - NY STATE GRANTS  
JULY 1, 2013 - JUNE 30, 2014 - TITLE V**

**REQUIRED ACTION: SUBMIT TWO (2) COMPLETED COPIES OF THIS  
APPLICATION TO THE WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES**

**SEND TO: WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
9 SOUTH FIRST AVENUE, 10TH FLOOR  
MT. VERNON, NEW YORK 10550-3414**

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES**

## SCHEDULE A

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\*Pages marked with an asterisk require original signatures (the signature must be that of the person signing the Agreement) and dates.

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
2013 PROGRAM YEAR**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
GRANTEES OTHER THAN INDIVIDUALS**

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

**The grantee certifies that it will provide a drug-free workplace by:**

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, & employees assistance programs; and,
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the statement; and,
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Signature of Person Signing Agreement

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
2013 PROGRAM YEAR**

**CERTIFICATION REGARDING LOBBYING**

**FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

|              |                                       |
|--------------|---------------------------------------|
| Organization | Signature of Person Signing Agreement |
| Date         | Title                                 |

NOTE: If Disclosure Forms are required, please contact: Mr. William Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 independence Avenue, SW, Washington, D.C. 20201-0001

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
2013 PROGRAM YEAR**

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

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

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

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

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

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

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

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

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

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
2013 PROGRAM YEAR**

**STANDARD INSURANCE PROVISIONS (cont.)**  
**MUNICIPALITY**

(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.

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
2013 PROGRAM YEAR**

**REPORTING REQUIREMENTS**

Without limiting the right of the County to require additional reports and unless otherwise specified in writing by the County, the Contractor shall furnish the following reports to the County Department of Senior Programs and Services prior to the tenth (10th) working day of each month unless otherwise noted:

1. Personal history summary of all new employees.
2. Job description reports for personnel employed during the term of this Agreement.
3. Resumes of persons employed.
4. A report of personnel benefit policies, including wages, hours, vacation and all other leave time and fringe benefits shall be submitted to the County by the first day of the second month of the program.
5. Monthly time sheets of staff to be maintained for audit purposes.
6. An Affirmative Action Plan, Statement or Policy.
7. Such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the Contractor and the nature and amount of all expenditures claimed against such funds.
8. At the request of the County, the Contractor will submit a written report describing the methods used to satisfy the service needs of low income minority individuals, and Section 306(5)(B) older individuals who have greatest economic or social need (with particular attention to low income minority individuals and older individuals with severe disabilities as defined in the Older Americans Act of 1965, as amended).
9. Monthly Reports of service(s) provided, recipient population characteristics, and expenditures for the program.

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
2013 PROGRAM YEAR**

**VOUCHERING SYSTEM**

The Department of Senior Programs and Services (DSPS) will track and monitor contractor service deliveries on a monthly reporting basis through the NAPIS (SAMS) system. Vouchers shall be submitted each month for each specific service. The Vouchering System will reimburse contractors based on the calculated performance percentage for either number of people served or number of units served. Funding for subsequent years will be based upon service delivery performance of the previous program year.

1. Claims will only be paid based on summary reports in the SAMS system. The number of elderly served and units provided for each service each month must be entered into SAMS each month. The SAMS data must agree with the claim amount for that month and that particular service. DSPS program staff will monitor fiscal claims to ensure the number of units or persons reported for the month corresponds to the SAMS data.
2. A hard copy SAMS report on the number of units and people served must accompany each claim form. DSPS program staff will sign off on each claim prior to fiscal processing. Monthly payments will be made on a unit cost basis or a per person cost basis only.
3. Payment will be capped at 1/12 of the total allocation each month. At the end of the year, adjustments will be made to the final claim to address extreme cyclical periods.
4. Claims for unit cost reimbursement or per person cost reimbursement for the provision of said services, must be accompanied by such registration forms or other documentation necessary to support claims for said expenses.

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
2013 PROGRAM YEAR**

**RECIPIENT CHARACTERISTIC DEFINITIONS**

1. **DISABLED**: "Any person who has a physical or mental impairment, which substantially limits one or more major life activities, has a record of such impairment or is regarded as having such impairment. This includes alcoholism and drug addiction."
2. **LOW INCOME**: "Any person whose income is at 150% of current poverty income guideline."
3. **POVERTY INCOME GUIDELINES**: Listed below are the 2013 Poverty Income Guidelines for your information.

| <u>SIZE OF FAMILY</u> | <u>POVERTY INCOME GUIDELINES</u> |              |
|-----------------------|----------------------------------|--------------|
|                       | <u>100 %</u>                     | <u>150 %</u> |
| 1                     | \$ 11,490                        | \$ 17,235    |
| 2                     | 15,510                           | 23,265       |
| 3                     | 19,530                           | 29,295       |
| 4                     | 23,550                           | 35,325       |

For each additional family member at 100%, add \$4,020

For each additional family member at 150%, add \$6,030.

(Source: Update of the HHS Poverty Guidelines --NY State Department of Health and Human Services, Federal Register/ Vol. 78, No.16/Thursday, January 24, 2013)

4. **AT RISK**: "Those 60+ individuals who are at greatest risk of institutionalization and/or who indicate the greatest social or economic need."
5. **FRAIL**: "Generally refers to those elderly persons 75 or older."
6. **LIVE ALONE**: "Anyone who does not have other persons living in their household."
7. **VETERANS**: "Any person who has served in the armed forces."

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES**  
**2013 PROGRAM YEAR**                      **CONTRACTOR:** \_\_\_\_\_

**PLAN FOR AUDIT**

Describe the contractor's plan for providing for an organization-wide audit no less than once every two years. Those contractors that did not have an audit conducted during the preceding year are required to have an audit conducted during the current year. An audit should cover the two preceding years, except in the case where audits are conducted annually. Audits are to be conducted in accordance with the "Guidelines for Financial and Compliance Audits of Federally Assisted Programs, and the Standards for Audit of Governmental Organizations, Programs, Activities and Functions."

1. When was the most recent audit conducted? \_\_\_\_\_
2. What time period was covered in the audit? \_\_\_\_\_
3. Who conducted the audit? Name & Title \_\_\_\_\_  
Name of Firm \_\_\_\_\_

4. Was a copy of the audit forwarded to the Westchester County Department Of Senior Programs And Services?

( ) Yes            ( ) No - If NO, please do so.

For those contractors who will have an organization-wide audit conducted during the current year, describe below the plan for selection of an auditor, the period to be covered and the scope of the audit. For those contractors who will not have an audit conducted during the current year, briefly describe below your future audit plans.

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**AFFIRMATIVE ACTION PLAN**

Attached are the Westchester County Department of Senior Programs And Services Standard Affirmative Action Plan requirements. Please check the box that applies and complete requested information.

1. If the Applicant is an agency/municipality with fifty (50) or more employees (those persons for whom W2 statements are maintained), the attached outlined requirements must be met.

- This is to certify that the sponsoring agency's/municipality's Affirmative Action Plan addresses each item of the attached standard requirements.
- Agency/Municipality is in the process of creating an Affirmative Action Plan.
- Agency/Municipality is in the process of updating the Affirmative Action Plan.

\_\_\_\_\_  
 Agency/Municipality

\_\_\_\_\_  
**Signature of Person Signing Agreement**

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Name of Staff Person Designated to be the  
 Affirmative Action Officer

\*\*\*\*\*

2. If your agency/municipality has fewer than fifty (50) employees (those persons for whom W2 statements are maintained), please complete information below:

- This is to certify that the sponsoring agency/municipality has fewer than fifty (50) staff employees during this program year and therefore is not required to submit an Affirmative Action Plan but must have an Affirmative Action Policy in place.

\_\_\_\_\_  
 Agency/Municipality

\_\_\_\_\_  
 Program Year

\_\_\_\_\_  
**Signature of Person Signing Agreement**

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
2013 PROGRAM YEAR**

**CONTRACTOR AFFIRMATIVE ACTION PLAN STANDARD REQUIREMENTS**

**I. POLICY STATEMENT**

The Affirmative Action Policy must be issued by the agency head. Policy statement must include:

- a. commitment to Equal Employment Opportunity/Affirmative Action in employment;
- b. dedication to pursuing Minority Business Enterprise contracting;
- c. provision of affirmative action in delivery of services to "targeted" groups.

**II. STAFF PERSON RESPONSIBLE FOR AFFIRMATIVE ACTION**

The contractor Affirmative Action Plan must state that the designee responsible for Affirmative Action in the agency is either the Director or other employee. The name and title of the person must be stated and the plan must state that the individual who has the responsibility for affirmative action has the authority, time, and status to perform the necessary duties. This individual will be held accountable for affirmative action efforts.

**III. AFFIRMATIVE ACTION TRAINING**

Training concerning affirmative action must include:

- a. issuance by the contractor of written affirmative action policy statements to staff members;
- b. discussion with staff member of: EEO/AA in employment; Affirmative Action in contracting; and Affirmative action in targeting services.
- c. If there are opportunities for advancement within the agency, then training related to such advancement should also be offered.

**IV. DISSEMINATION AND PUBLICIZING OF AFFIRMATIVE ACTION POLICY**

The dissemination of the affirmative action policy, commitment and plan must occur in three areas: employment, contracting and service delivery:

**Employment: Sources & Potential Sources of Recruitment:**

If there are no job openings at present or anticipated, then the contractor does not have to publicize its policy to potential sources of recruitment. However, when openings occur, the policy statement and specific position information must be communicated in a timely fashion to potential sources of recruitment. In any advertisement for positions, the phrase indicating that the contractor is an EEO/AA employer must be included. If actual recruitment is conducted by the central personnel office, the contractor must be sure to include lists of minority organizations.

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
2013 PROGRAM YEAR**

**CONTRACTOR AFFIRMATIVE ACTION PLAN STANDARD REQUIREMENTS**

Contracting:

When soliciting bids, the contractor should indicate that it is an EEO/AA agency. The contract between the contractor and their subcontractors must include an equal employment agreement such as:

"The contractor will comply with Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act 1964, Federal Executive orders 11246 and 11375 pursuant to the provision of Equal Employment Opportunity on the basis of merit and without discrimination because of race, color, religion, sex, age, handicap, national origin, marital status, or sexual orientation in the implementation of the Older Americans Act of 1965, as amended. Contractors, public or private (Voluntary auspices) further agree to satisfaction of compliance with Article 15 of the New York State Executive Law (against discrimination) and the Governor's 1960 Code of Fair Practice and all requirements imposed by or issued thereto."

If contractor has fifty (50) or more employees or receives \$50,000 or more in federal funding, the contractor is required to have a written affirmative action plan. (Rev. Order 6, 1971).

Service Delivery to Target Groups:

**Please note that there is a change in the language of the paragraph listed below**

A sign should be posted in the contractor's office indicating commitment to affirmative action in employment, contracting, and service delivery, such as:

"In accordance with Federal Law, the **(contractor name)** is prohibited from discrimination because of race, color, sex, age, religion, national origin, marital status, handicap, genetic predisposition, carrier status, or sexual orientation in all aspects of the provision of services for the benefit and welfare of Senior Citizens, and in all employment practices, including hiring, firing, promotion, compensation and other terms, conditions and privileges of employment."

**This disclaimer appears on all federally funded literature published by the Westchester County Department of Senior Programs and Services and by contractors of the Westchester County Department of Senior Programs and Services.**

**V. EMPLOYMENT NEEDS ANALYSIS/ASSESSMENT**

Contractors must:

- a. list the number of employees-breakdown by sex, race, age, veterans status, etc.;
- b. breakdown the list by pay grade, title, etc.;
- c. match workforce with demographics of the County (this information is usually available from municipal planning office) to determine if workforce matches general population;
- d. analyze findings, draw conclusions about utilization.

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
2013 PROGRAM YEAR**

**CONTRACTOR AFFIRMATIVE ACTION PLAN STANDARD REQUIREMENTS**

**VI. ESTABLISHING GOALS AND TIMETABLES**

Contractor must use common sense in goal setting. If, for example, in a small community where little or no turnover is expected, status quo is reasonable with the provision that whenever a change in staff occurs, minorities, 60+, Vietnam War Vets, and other protected classes are considered.

**VII. EMPLOYMENT PLAN OF ACTION**

In the event that openings occur, the contractor must review and revise as necessary, its personnel procedures, job descriptions, and minimum qualifications, within agency constraints, where applicable.

**The Affirmative Action Plan must state that the contractor will:**

- a. use contacts with protected class organizations for recruitment;
- b. use objective/non-discriminatory questions in interviews and on job applications;
- c. announce jobs internally/have a reasonable promotion plan;
- d. review job requirements/have a sound performance evaluation system;
- e. provide adequate supervision/training/career counseling;
- f. have a mechanism to handle grievances.

**VIII. EMPLOYMENT MONITORING AND REPORTING SYSTEMS**

On an annual basis, job referrals, placements, transfers, promotions, and terminations will be monitored and reviewed and reflected in the workforce needs analysis/assessment and goals/timetables.

**IX. CONTRACTING/MINORITY BUSINESS ENTERPRISES NEEDS  
ANALYSIS/ASSESSMENT**

"Minority Business Enterprise" means a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances, background or other similar cause. Such persons include, but are not limited to, Blacks, Puerto Ricans, Spanish-speaking Americans, American Indians, Eskimos, and Aleuts. (Executive Order 11625, Sec. 6, issued 10/71).

"Owned or controlled" means: (1) a sole proprietorship legitimately owned by an individual who is a minority person; (2) a partnership or joint venture controlled by minority persons and in which at least 51% of the beneficial ownership interests legitimately are held by minority persons; or, (3) a corporation or other entity controlled by minority persons, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are held by minority persons.

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
2013 PROGRAM YEAR**

**CONTRACTOR AFFIRMATIVE ACTION PLAN STANDARD REQUIREMENTS**

**X. MINORITY BUSINESS ENTERPRISE/AFFIRMATIVE ACTION GOALS**

The contractor must analyze its purchasing and service needs, analyze its procurement practices, and locate potential contract sources, with special interest in identifying available minority businesses.

If no minority business enterprises exist, indicate such information. Status quo is acceptable if there are no MBE's to consider in contracting. Contractors are encouraged to do business with subcontractors who comply with EEO/AA requirements.

**XI. SERVICE DELIVERY TO TARGET POPULATIONS**

Contractors are required to give preference in the delivery of services to older persons with the greatest economic or social need. (Section 1321.93(g) of the Federal Regulations for the Comprehensive Older Americans Act Amendments of 1978).

"Greatest Economic Need" means the need resulting from an income level at or below the poverty threshold established by the Bureau of the Census.

"Greatest Social Need" means the need caused by non-economic factors which include physical and mental disabilities, language barriers, cultural or social isolation including that caused by racial or ethnic status (for example: Black, Hispanic, American Indian, and Asian American) which restrict an individual's ability to perform normal daily tasks or which threaten his or her capacity to live independently. (Section 1321.3).

**CONTRACTOR STAFFING INFORMATION**

**AGENCY STAFF:** Paid staff assigned to programs/services in this application.

Job Descriptions must be submitted with application, unless they are already on file with WCDSPS.

(Employees/staff are defined as those persons for whom W2 forms are maintained. Persons receiving 1099 forms are not, for the purpose of this document, to be listed as employees).

- 1. Total number of paid staff: \_\_\_\_\_
- 2. Full-time paid staff (30 hrs. or more per week): \_\_\_\_\_
- 3. Part-time paid staff (less than 30 hrs. per week): \_\_\_\_\_
- 4. Total number of paid staff 60 years of age or older: \_\_\_\_\_
- 5. Total number of paid female staff: \_\_\_\_\_
- 6. Total number of paid disabled staff: \_\_\_\_\_
- 7. Total number of paid minority staff: \_\_\_\_\_
  - a. Number of paid American Indian/Alaskan Native staff: \_\_\_\_\_
  - b. Number of paid Asian/Pacific Islander staff: \_\_\_\_\_
  - c. Number of paid Black staff (not of Hispanic origin): \_\_\_\_\_
  - d. Number of paid Hispanic staff: \_\_\_\_\_

Agency Volunteers Assigned to Projects in this Application:

- a. Aged 60+ \_\_\_\_\_
- b. Minority \_\_\_\_\_

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2013 PROGRAM YEAR

CONTRACTOR: \_\_\_\_\_

PARTICIPANT CONTRIBUTION STANDARDS

I. GENERAL STANDARDS

A. Voluntary Opportunity to Contribute

1. There shall be no mandatory charges to participants for services provided through funding received from the New York State or Westchester County Department of Senior Programs and Services.
2. Participants shall not be required to declare or document their income and/or assets as a condition for receiving service(s) with the exception of means-tested programs such as Title V of the Older Americans' Act Senior Community Services Employment Program, Home Energy Assistance Program, or NYS Expanded In-Home Services for the Elderly Program (EISEP).
3. Participants must be informed of and provided with the opportunity to voluntarily contribute to the cost of the services provided by Community Services and/or Older Americans Act Programs.
4. Participants must be informed of the purpose and use of contributions.
5. No person can be denied a service because of inability or unwillingness to contribute.
6. The suggested amount for contributions cannot exceed the cost of the services. Actual costs should be considered in setting sliding contribution schedules. However, service providers should not attempt to support the entire program from contributions.
7. Great care must be taken in the development and use of statements of actual costs of services to insure that they are not perceived as being coercive.
8. Letters, other written material, telephone calls or other contacts, may include information concerning services and contributions policies but may not specifically solicit contributions from individual participants and/or those acting on their behalf. For additional specific policy on leaflets and other written materials see Section IV.
9. Reminders and invoices are prohibited, except for EISEP services cost-share.
10. Negotiation of agreed upon contribution amounts is prohibited.

B. Confidentiality

Methods of handling contributions must protect the privacy of all individuals. Envelopes must be available for participants who may desire to use them in order to make contributions. Envelopes coded so that contributor is identified are prohibited.

**PARTICIPANT CONTRIBUTION STANDARDS**

**C. Safeguards for Contributions**

1. All persons who handle contributions must be bonded with the exception of government employees (who are already covered) and attorneys providing legal services (who already operate under standards for client funds contained in the Code of Ethics, enforced by the Appellate Division of the Supreme Court). Agencies can obtain a "blanket Fidelity Bond" for all employees.
2. Contributions must be jointly counted daily by a service person and either a program participant or service program supervisor (with the exception of attorneys providing legal services, because of the applicability of the Judiciary Law and the attorneys' Code of Ethics).
3. Each person counting the contributions must enter the amount into a ledger and co-sign a form certifying the amount collected for each day (with the exception of attorneys providing legal services).
4. For services provided in a congregate setting, contributions must be deposited in a bank or at a secure location at the program director's office **daily** and in a bank weekly. For any other services, participant contributions must be kept in a safe location and be deposited in the bank at least weekly, daily whenever possible.
5. Contributions must not be taken home.

Any exceptions to these safeguards must guarantee that the contributions are handled in an appropriate manner and must be submitted by the service provider to the Westchester County Department of Senior Programs and Services prior to approval. Documentation of all exceptions granted must be maintained on file at the Westchester County Department of Senior Programs and Services and available for review by the New York State Department of Senior Programs and Services.

**D. Accountability for All Contributions**

An audit trail of all incoming contributions must be maintained by program (i.e. Titles III-B, IIIC-1, IIIC-2, IIID, IIIE, VII, SNAP, LTCIEOP & CSE). The ledger and supporting documentation (i.e. deposit slips, certified forms, etc.) must provide a clear audit trail so that at any given time it is known how much money has been collected in contributions from each program.

**E. Expansion of Services With Contributions**

According to governing regulations, contributions must be used to expand services of the provider. To expand services is to provide more services than would be possible without the contributions, not necessarily more than the current year level which also includes contributions.

**F. Receipts**

Receipts shall be given only upon request of the service recipients or those acting on their behalf.

**PARTICIPANT CONTRIBUTION STANDARDS**

**G. Approval of Contractor Contribution Procedures**

Procedures used by contractors to implement these policies are subject to prior approval by the Westchester County Department of Senior Programs and Services.

**II. CONTRIBUTION POLICY BY SERVICES**

**A. General**

Contributions are not appropriate for all services. Those services for which there is normally a charge in the community should generate contributions. Other services tend to be inappropriate for the generation of contributions because they are typically free in the community (e.g. information and assistance). However, contributions can be accepted for all activities funded and/or operated by the Westchester County Department of Senior Programs and Services and for the general operation of the Westchester County Department of Senior Programs and Services and their contractors as well. Fundraising activities aimed at the general public are permissible and should be encouraged.

Services for which contributions policies and procedures must be developed include:

- home delivered meals\*
- homemaker/personal care
- housekeeper/chore
- legal
- residential repair/renovation
- shopping assistance
- health promotion services
- congregate meals\*
- home health aide
- respite
- adult day services
- transportation
- caregiver services

Providers are not required to set either a suggested amount nor a suggested range for contributions, except for home delivered and congregate meals which must have suggested amounts set. They may merely provide the opportunity for service users to contribute whatever they wish. Should they choose to set amounts, the suggested amount may be either a single amount or based on a sliding schedule.

\*NOTE: Food stamps may be accepted for congregate and home delivered meals contributions upon proper certification by local Food Stamp Offices. However, service recipients who use food stamps should be encouraged to spend their food stamps to obtain proper nutrition for the other two daily meals.

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2013 PROGRAM YEAR

CONTRACTOR: \_\_\_\_\_

PARTICIPANT CONTRIBUTION STANDARDS

III. HOW TO SET SUGGESTED CONTRIBUTION AMOUNTS

Whatever the service, consumers, potential service users, and representatives of appropriate advisory councils must be involved with the service provider and Westchester County Department of Senior Programs and Services staff in the development or modification of contributions policies and procedures (including setting the amounts of suggested contributions either through developing a flat rate or developing a suggested sliding scale). Those participating in this process should be fully informed of factors to be considered including the actual or estimated cost of the services.

Such suggested amounts may be either:

- fixed or flat rate (e.g. \$1.00 per hour of service, \$.50 per trip or zone); or,
- a sliding contributions schedule based on general income levels of the elderly in the geographic areas to be served, and actual costs for providing each type of service.

Sliding schedules are very difficult to construct. Several cautions are extended should the contractor choose to develop sliding schedules:

Be aware of the difficulty in obtaining accurate unit costs for some of the services rendered. The maximum suggested contribution cannot exceed the cost of the service.

In setting up schedules, be realistic about the maximum and minimum points at which you wish to set your scale. The objective is to strike a balance. If the income levels are too high, every service user will fall below them and the amount of contributions suggested by the scale will be limited. However, if the income levels are placed too low, service recipients will believe that they are expected to contribute too much and might stop seeking needed services.

Means testing is forbidden. Any reference on a sliding scale which implies a fee, "you should pay..." "you ought to be able to afford...", or "your fair share is \$\_\_\_\_" is prohibited. Sliding scales are only to serve as guides to service users and are not to be used in a coercive manner.

Be sensitive to the individual circumstances of your service users. For example, two people can have the same gross income but entirely different demands on their money (e.g. subsidized housing vs. large rent).

**PARTICIPANT CONTRIBUTION STANDARDS**

**III. HOW TO SET SUGGESTED CONTRIBUTION AMOUNTS (cont'd.)**

It is important to remember that the more intensively someone needs and utilizes specific services, the less likely it is that the service recipient will be able to maintain a specific per unit contribution level. This is true whether the client is consuming a greater number of discrete services or more units of a single service. Keep in mind that in either instance, the multiple and/or intensive service user is probably a member of your target population and may be least able to afford to contribute to the cost of the services. Also remember that the privacy of each individual MUST be preserved.

**IV. FREQUENTLY UTILIZED METHODS OF INFORMING PARTICIPANTS OF CONTRIBUTIONS POLICY**

For those services for which contributions policies and procedures must be developed, methods of informing participants include the use of leaflets, letters and other printed material. Whenever any of these methods are used, the following requirements apply:

**A. Leaflets**

The contributions portion of leaflets which explain any or all of the services funded through the Westchester County Department of Senior Programs and Services must contain the following information:

Contributions to this (these) services(s) are free and voluntary. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.

Leaflets may indicate the amount of the suggested contribution for specific services. In so doing, you must be clear that:

The above suggested contribution amount is only a guide and should participants choose to contribute, that contribution should reflect their own circumstances.

Such leaflets may be distributed not more than once a month to the same client.

**B. Start-up Letters (e.g. in-home services)**

The contributions portion of start-up letters which explain any of the services funded through the Westchester County Department of Senior Programs and Services must contain the following information:

Contributions to this (these) services(s) are free and voluntary. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.

Start-up letters may indicate the projected numbers of units of service to be received by the client (e.g. 5 meals a week; 3 hours of homemaker a day/two days a week, etc.), but letters may not indicate the amount of the suggested contributions for specific services (either by unit or as a total based on estimated units to be delivered). The service provider may enclose a leaflet which indicates suggested contributions and the start-up letter may refer the new service user to the contributions policy stated in such enclosed leaflet.

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES**

**2013 PROGRAM YEAR**

**CONTRACTOR: \_\_\_\_\_**

**PARTICIPANT CONTRIBUTION STANDARDS**

**C. Paragraph in Evaluative Letters** which combine both evaluation and contributions information and which are sent to clients after services have been rendered.

Such letters should ask the recipient to comment on the quality of service provided, how services could be improved, and may thank clients for participating in the service. The letter should also state the sources of funding for the program including the New York State Department Of Senior Programs And Services and should include the following information:

Contributions are welcomed and are used to expand this service.

The letter cannot indicate number of units of service (e.g. hours) delivered to service recipient, nor the cost per unit of service, nor any suggested amount of contribution for service. Evaluative letters that do not include information on contributions may include information on number of units of service delivered.

**D. SIGNS**

Signs located at the site of service (e.g. bus, nutrition site):

- **may** state the suggested amount of contribution;
- **must** state the voluntary nature, purpose, and use of contributions;
- **must** give credit to the funding sources (e.g. US Administration on Aging, New York State Department of Senior Programs and Services, Westchester County Department of Senior Programs and Services, etc.);
- **may** state the actual/approximate cost of the service.

**Signs are required for congregate nutrition sites, and must state the suggested amount of contribution.**

**V. MINIMUM REQUIREMENTS FOR COLLECTING CONTRIBUTIONS**

For all services, envelopes must be available for participants who may desire to use them in order to make contributions.

For services rendered in a public place (e.g. congregate nutrition), a locked box into which participants can place their contributions is required in addition to envelopes. Location of the locked box and envelopes must be in an area convenient for the participants and located so as to protect the confidentiality of the contribution.

The Applicant hereby certifies that the contribution standards contained within are being complied with to the best of his/her knowledge and belief.

\_\_\_\_\_  
**Signature of Person Signing Agreement**

\_\_\_\_\_  
**Date**

**Certification Regarding Debarment and Suspension**

- 1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 40 CRF Part 32, the contractor certifies that it, and its principals:
- (a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and
  - (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Organization**

## **Westchester County Vendor Direct Program Frequently Asked Questions**

**1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?**

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

**2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?**

Yes.

**3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?**

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

**4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?**

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

**5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?**

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

**6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?**

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

**7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?**

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

**8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?**

This is to ensure the authenticity of the account being set up to receive your payments.

## Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

### GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

### Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

### Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.**



### Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is:  
(check one)

- New
- Change

**INSTRUCTIONS:** Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

**Mail to:** Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601  
Attention: Vendor Direct

#### Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

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3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature

Print Name/Title

Date

#### Section II - Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

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10. Account Type:  
(check one)

- Checking
- Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature

Print Name / Title

Date

(Leave Blank - to be completed by Westchester County) - Vendor number assigned

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**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES**

**SCHEDULE C**

**APPLICATION FOR**

**TITLE III-C 1 & TITLE III-C 2 PROGRAMS**

**OF THE OLDER AMERICANS ACT OF 1965, AS AMENDED**

**SUBMITTED BY:**

\_\_\_\_\_  
**(AGENCY/MUNICIPALITY)**

**PERIOD COVERED: JANUARY 1, 2013 TO DECEMBER 31, 2013**

**REQUIRED ACTION: SUBMIT ONE (1) COMPLETED COPY OF THIS APPLICATION TO THE WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES**

**ONE (1) COPY MUST BE MAINTAINED BY EACH OF THE INDIVIDUALS LISTED ON PAGE 2, ITEM NUMBER 8.**

**SEND TO:**

**WESTCHESTER COUNTY DEPARTMENT  
OF SENIOR PROGRAMS AND SERVICES  
9 SOUTH FIRST AVENUE, 10TH FLOOR  
MT. VERNON, NEW YORK 10550-3414**

SCHEDULE C

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\* Pages marked with an asterisk require original signatures and dates.

\*\* Include only if applicable

Include page(s) only for the service(s) which is (are) being provided

APPLICATION FOR FEDERAL FUNDS UNDER  
 TITLE III-C-1 (CONGREGATE MEALS) & TITLE III-C-2 (HOME DELIVERED MEALS)  
 PROGRAMS OF THE OLDER AMERICANS ACT, AS AMENDED

1. Agency/Municipality (Subcontractor): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_, New York, Zip Code \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Person Submitting Application: \_\_\_\_\_  
 Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

-----  
 Program Director: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

2. Program Period: FROM: January 1, 2013 TO: December 31, 2013

3. Type of Organization: ( ) Public ( ) Private Not-for-Profit ( ) Minority Not-for-Profit

4. Check One: ( ) Program Currently Operating - Started in \_\_\_\_ (year)  
 ( ) Program to Start On: \_\_\_\_\_

5. Names of Municipalities to be Served: (1) \_\_\_\_\_  
 (2) \_\_\_\_\_ (3) \_\_\_\_\_

6. Amount of Contract (use enclosed III-C budgets to obtain lines "a-d"):

|                                                        | <u>III-C-1</u> | <u>III-C-2</u> |
|--------------------------------------------------------|----------------|----------------|
| (a) Federal Funds Requested                            | \$ _____       | \$ _____       |
| (b) Local/Subcontractor Match Funds                    |                |                |
| Source of Local Match:                                 | \$ _____       | \$ _____       |
| (c) Nutrition Services Incentive Program (Anticipated) | \$ _____       | \$ _____       |
| (d) Total Federal + Local Match + NSIP Funds           | \$ _____       | \$ _____       |
| (e) Participant Contributions                          | \$ _____       | \$ _____       |
| (f) Total Gross Amount (d+e)                           | \$ _____       | \$ _____       |
| (g) Other Resources (not included in grant budget)     | \$ _____       | \$ _____       |

**WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
TITLE IIIC 2013**

**SUBCONTRACTOR:**

\_\_\_\_\_

**7. Official Authorized to Receive Payments:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
New York, Zip Code \_\_\_\_\_ Phone: (914) \_\_\_\_\_  
Email Address: \_\_\_\_\_

**8. Person Responsible for:**

Program Development and Operation:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Person Responsible for Development and Modification of Program Budget:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Person Responsible for Preparation of Fiscal Claims and Vouchers:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Person(s) Responsible for Preparation of Monthly Reports:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**9. Westchester County Grant Funding for 2013:**

List other Westchester County Departments that the agency/municipality is applying to for grant money. Include the department name, the type of grant, and the amount for each grant.

| <u>Department</u> | <u>Type of Grant</u> | <u>Amount of Grant</u> |
|-------------------|----------------------|------------------------|
| _____             | _____                | _____                  |
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**WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
TITLE IIIC 2013**

**SUBCONTRACTOR:**

---

10. Terms and Conditions: The undersigned agrees, with respect to any funds used for Programs described in this Application, to comply with all applicable Federal, State and Local laws not limited to and including the following:
- A. Nutrition Programs for the Elderly under the Older Americans Act, as amended
  - B. Administration on Aging Rules and Regulations for Title III.
  - C. NYS Office for the Aging Rules & Regulations for Nutrition Programs for the Elderly.
  - D. Article 15 of the Executive Law of New York State (Law against Discrimination).
  - E. Governor's 1960 Code of Fair Practice.
  - F. Title VI of the Civil Rights Act of 1964.
  - G. Standard Assurances included with this Application.
  - H. Section 504 of the Rehabilitation Act of 1975.
  - I. Governor's Executive Order #19 (Prevention of Sexual Harassment).
  - J. Americans with Disabilities Act of 1990.
  - K. Age Discrimination in Employment Act of 1975.
  - L. Section 220-e of the Labor Law.
  - M. Section 296 of the Executive Law as amended in 1996.
- 

\_\_\_\_\_  
Signature of person on No. 7 or an authorized representative.  
**Use blue ink. "Per" signature not acceptable.**

\_\_\_\_\_  
Date

---

**PLEASE LEAVE BLANK - DEPARTMENT OF SENIOR PROGRAMS AND SERVICES USE**

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Requested Revisions

\_\_\_\_\_  
Date Revisions Received

\_\_\_\_\_  
Dept. of Senior Programs and Services Representative

\_\_\_\_\_  
Date Approved

**WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
TITLE IIIC 2013**

**STANDARD DEFINITIONS FOR SERVICES AND UNITS OF SERVICE (SOFA last rev. 4/2011)**

**Congregate Meal:** A hot or other appropriate meal which meets nutritional requirements and is served to an eligible participant in a group setting.

Unit: Each meal served. Meals served to individuals through means-tested programs such as Medicaid Title XIX waiver meals are excluded from the NSIP meals count.

**Home Delivered Meal:** A hot or other appropriate meal which meets nutritional requirements and is provided to an eligible person for home consumption.

Unit: Each meal provided. Meals served to individuals through means-tested programs such as Medicaid Title XIX waiver meals are excluded from the NSIP meals count.

**Nutrition Counseling:**

Individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medications use. Counseling is provided one-on-one by a nutrition professional, who evaluates the person's nutritional needs, develops and implements a nutrition counseling plan, evaluates the client's outcome, maintains documentation and distributes appropriate literature. It is recommended that initial counseling be provided face-to-face at a congregate site, in the home or in an office setting. Follow up nutrition counseling may be provided face-to-face at a congregate site, in the home, office setting or by telephone. A nutrition professional is defined as a Registered Dietitian (RD), a Registered Dietitian-Eligible who must successfully complete the exam within 18 months (RDE), or a NYS Certified Dietitian/Nutritionist (CDN). Certified Diabetic Educators (CDE) is appropriate only for nutrition counseling with older individuals with diabetes. Nutrition counseling services are available to an older individual and/or her/his caregiver upon referral and/or request.

Unit: One hour of service (time with individual and travel time).

**Nutrition Education:**

A planned program to promote better nutrition, physical fitness and health through information and instruction on nutrition and related consumer topics of general interest. The program is provided by or under the direction of a Registered Dietitian (RD), Registered Dietitian-Eligible (RDE), NYS Certified Dietitian-Nutritionist (CDN), or a Dietetic Technician-Registered (DTR). Information and instruction may occur in group settings and/or through distribution of materials to individuals. A minimum of 6 group or class presentations must be provided at each congregate meal site annually. Nutrition information or handouts are provided to congregate and home delivered meal participants at least monthly.

Unit: (1) Each participant of a group or individual session receives one unit of service or (2) Each distribution of handouts to congregate and/or homebound participants (not counted if handouts are part of a presentation or are left on display to be picked up by participants). = One unit per participant or (3) Each article prepared and printed in a newsletter or newspaper; each radio or television presentation= One unit  
**Example 1:** A Registered Dietitian completes a planned nutrition education program (including handouts) on "Food Safety for Seniors" at 4 congregate sites. In total 50 seniors attend the 4 sessions (Each participant = 50 units of nutrition education).

**Example 2:** A Registered Dietitian distributes a pamphlet to 75 home delivered meal clients with their meal (Each pamphlet = 75 units of nutrition education).

**Example 3:** The local newspaper has a section each week devoted to issues affecting seniors. Six times a year the AAAs registered dietitian has an article covering a nutrition related topic (Each article = 1 unit of nutrition education).

**Information and Assistance:** A service that:

1. provides individuals with information on services available through the AAA and within the communities;
2. assists individuals by linking them to the services and opportunities that are available within the communities; and
3. to the maximum extent practicable, establishes adequate follow-up procedures.

Internet web "hits" are to be counted only if information is requested and supplied.  
People receiving only information are not included in the unduplicated count.

Unit: One contact.

**STANDARD ASSURANCES**

1. The subcontractor understands and agrees that the funds provided under this Agreement must be used to provide meals and/or services related to the provision of meals, including outreach, nutrition education, nutrition counseling, shopping assistance, delivery of foods and home delivery of meals, transportation to and from nutrition sites for elderly participants and food production equipment essential and appropriate for the maximum number of meals funded under this agreement.
2. The subcontractor agrees that it will comply with all requirements under the Older Americans Act and the State Office for the Aging (SOFA) Program Instructions regarding procedures for obtaining and accounting for program contributions and that all such contributions will be used to expand the Supplemental Nutrition Assistance Program (SNAP) project.
3. The subcontractor agrees that it will make use of all available Nutrition Services Incentive Program funds to which they are entitled based on meals provided under this agreement, for the purchase of food for the SNAP, in accordance with applicable United States Department of Agriculture Regulations.
4. The subcontractor agrees to comply with the reporting requirements for the Supplemental Nutrition Assistance Program as set forth by SOFA and the Area Agency on Aging.
5. The subcontractor agrees that it shall be their responsibility to:
  - a. identify and reach out to currently unserved and underserved mobility impaired individuals
  - b. cooperate closely with public health personnel to accomplish the activities in nutrition surveillance and
  - c. at a minimum serve minorities in sufficient numbers to indicate targeting.
6. Nutrition Site/Food Service Facility & Catered Operations

The subcontractor will consult with Westchester County Department of Senior Programs and Services (WCDSPS) and receive approval from SOFA through the WCDSPS, for the operation of any new subcontracted or directly operated WCDSPS nutrition site/food service facility. WCDSPS must also be notified of any catered operation providing meals under contract for Title III-C, or SNAP.

WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
TITLE III C 2013

STANDARD ASSURANCES

7. The subcontractor shall:
- a. serve any senior citizen, and ensure equal access for participation, services, activities and informational sessions without regard to race, color, religion, sex, national origin or partisan affiliation;
  - b. ensure that any services to be provided under this Application shall be secular in nature and scope and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services; refrain from using funds to advance any sectarian effort;
  - c. refrain from using funds to advance any partisan candidate or effort however, the subcontractor shall ensure that candidates have equal access regardless of policy views or party affiliation;
  - d. prevent the use of official authority, influence or coercion to interfere with or affect elections or nomination for office;
  - e. ensure no coercion nor advice to other persons to contribute anything of value to a party, committee, organization, agency, or person for political purposes, nor engage in any other partisan activities.
8. The subcontractor understands and agrees that WCDSPS reserves the right to require transfer of items of equipment having a unit acquisition cost of \$200 or more which are acquired under this grant. This right will normally be exercised by WCDSPS if the program for which the equipment was purchased is transferred to another grantee and only for the purposes of ensuring that the equipment is transferred to the new grantee for continued use of the program.
9. The subcontractor understands and agrees that equipment purchased with Federal/State funds must only be used to benefit the elderly.

**NUTRITION PROGRAM STANDARDS**

**I. PROGRAM MANAGEMENT**

**A. General Policy**

The Subcontractor shall have written policies and procedures covering all aspects of the program including:

1. An organizational chart
2. Personnel policies
3. Job descriptions-specifying qualifications, experience and appropriate training
4. Orientation and training
5. Contributions
6. Food service management, sanitation and delivery
7. Program monitoring and assessment
8. Record Keeping
9. Reporting
10. Participant eligibility
11. Safety, including preventive and emergency procedures (fire, weather, and illness)
12. Food and equipment security
13. Participant input on service design
14. Special/therapeutic diets
15. Provision of nutrition education and counseling

**B. Contributions**

The Subcontractor shall implement the State Office for the Aging contribution policies and procedures including:

1. Participants receiving information on the use of contributions.
2. The opportunity for individuals to make a contribution for nutrition services received.
3. Contributions for meals are confidential and voluntary and individuals are free to choose the amount they wish to contribute.
4. Any contribution made will be used to expand the program.
5. No one will be denied the service because of their inability to contribute.

**C. Insurance**

The subcontractor shall be covered by the following insurance where applicable and feasible:

- |                           |                                             |
|---------------------------|---------------------------------------------|
| 1. Facility insurance     | 5. Products liability                       |
| 2. Vehicle insurance      | 6. Personal liability, including volunteers |
| 3. Workman's compensation | 7. Bonding                                  |
| 4. Unemployment           |                                             |

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**NUTRITION PROGRAM STANDARDS (cont'd.)**

**D. Site Agreement**

There shall be written site agreements between the facility owner and the Subcontractor. The site agreements must address as appropriate:

1. Agreement on utility/rent payment
2. Specific areas and square footage
3. Hours opened, days opened, days closed, and seasonal variations
4. Responsibility for care and maintenance of the facility:
  - (a) Sanitation of restrooms and common areas
  - (b) Cleaning range hoods, fans, furnace vents, etc.
  - (c) Snow removal on walks
5. Responsibility for fire inspections
6. Obtaining Health Department permits
7. Insurance coverage for items owned by the project
8. Personnel liability insurance
9. Compliance with all federal, state and local laws
10. Security for site equipment and food
11. Responsibility for replacement of equipment

**E. Record Retention**

1. The Subcontractor will keep the following records for one year after the ending date of the program period:
  - a. Food temperatures; congregate and home delivered meals
  - b. Site, kitchen and route assessment reports
  - c. Health Department inspection reports
  - d. WCDSPS assessments of subcontractor
  - e. Nutrition education programs, surveys and units of service
  - f. Nutrition counseling client files and units of service
  - g. Menus as served
  - h. Food cost and inventory records and production sheets
  - i. Participant surveys and evaluation
  - j. Physician diet prescriptions
2. The Subcontractor will keep the following records for six years after the ending date of the program period:
  - a. Congregate participant registration
  - b. Home Delivered Meals eligibility assessments and reassessments
  - c. Participant staff and volunteer meal service records e.g., sign-in sheets
  - d. Contribution collection and deposit records
  - e. All income and expense records
  - f. Contract, budget and payroll/time sheet documents

NUTRITION PROGRAM STANDARDS (cont'd.)

II. PARTICIPANT ELIGIBILITY

A. Congregate Meals

1. Participants of the congregate program are 60 years of age or older or the spouse of an eligible individual regardless of age.
2. Congregate meals may be available to handicapped or disabled persons under 60 years of age who reside in a housing facility occupied primarily by the elderly where congregate meals are served. (Refer to 83-PI-III C-1)
3. Non-elderly disabled individuals who reside in a non-institutional household with and accompany a person eligible for congregate meals shall be provided a meal on the same basis that meals are provided to volunteers. (Refer to 89-PI-3)
4. Participants are registered and the following information is obtained: name, address, phone numbers, emergency contact, physician, major chronic conditions, birth date, proof of age or signed declaration of age, diet, and, for referral and reporting purposes, income and ethnic status.
5. Volunteers under age 60 who provide congregate or home delivered meal services during meal time are eligible to receive a meal and may voluntarily contribute to its cost. (Refer to 75-PI-VII- 33)
6. When the Adult Day Service (ADS) is not funded by Area Agency funds and the Area Agency subcontractor provides a congregate meal to the ADS participant, the number of persons served, expenditures and units of service are reported as Congregate Meals under the appropriate funding program.
7. If meals are provided to a non-Area Agency on Aging funded Adult Day Services provider through a catering agreement, persons served, units of service and expenditures are not reported.

B. Home Delivered Meals

1. Persons age 60 and over are eligible to receive home delivered meals if they are mobility impaired and incapacitated due to accident, illness or frailty; lack of support of family, friends or neighbors; and are unable to prepare meals because of lack of facilities such as refrigeration, stove, etc., inability to shop and cook for self, inability to safely prepare meals or lack of knowledge and skills.
2. The spouse of the mobility impaired person, regardless of age or condition, is eligible to receive home delivered meals when the provision of a meal to the spouse is in the best interest of the mobility impaired person.
3. Non-elderly disabled individuals who reside in a non-institutional household with a person eligible to receive home delivered meals may also receive this service when the provision of the meal to the non-elderly disabled individual is in the best interest of the mobility impaired elderly person. (Refer to 89-PI-3)

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**NUTRITION PROGRAM STANDARDS (cont'd.)**

4. A standardized client assessment consistent with SOA guidelines (87-TAM-5 and 81-PI-IIIC-11) must be completed prior to or within ten days of initiating service. If the assessment is not completed prior to service, the following intake information must be noted and on file: name, address, phone, emergency contact, physician, major chronic conditions, birth date, diet, description of need and for reporting and referral purposes income and ethnic status.
5. Client assessments are done by trained personnel.
6. With the consent of the client or his/her representative, appropriate referrals are made when other services are identified, e.g. nutrition counseling.
7. Adequate follow up and periodic reassessment at a minimum of every six months is completed and documented for all participants.

**III. MEAL SERVICE AND DELIVERY**

**A. Provision of Meals**

1. Procedures are in place that ensure that eligible participants are given priority for meals over all guests and staff under sixty.
2. Meal charges for guests and staff (other than food production staff) under sixty are based on actual food and disposables cost of caterers' charge per meal.
3. There is a written policy concerning the provision of meals and any charges to food production staff under sixty.
4. There are written agreements concerning the reimbursement of meal cost by a residential care or other community based service provider if appropriate. (Refer to 89-PI-7)

**B. Meal Service**

1. Efforts are made to conserve the nutritive value, flavor and appearance of foods at all stages of food preparation, delivery and service with particular attention made to minimize the holding time of hot foods. There shall be no more than two hours between the time of completion of cooking and the beginning of serving for foods which need to be held at a temperature above 140 degrees F for home delivered meals, this applies to the last meal served on the route.
2. Foods are portioned for service as indicated on approved menus.
3. Meals served are palatable, attractive, and satisfying based on participant comments and appropriate staff evaluations.
4. There are written procedures for the provision of appropriate food containers and utensils for the visually impaired and disabled.

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**NUTRITION PROGRAM STANDARDS (cont'd.)**

**B. Meal Service (cont'd.)**

5. There are written procedures concerning the provision of food and/or meals in weather related or other emergencies or disasters.
6. There are written policies and procedures concerning the cancellation of meals, notification of service delays or closings and for HDMs restrictions concerning the drop off of the meal(s).
7. Clients receiving home delivered meals (hot, frozen etc.) are instructed on their use and handling.
8. Menus are prominently displayed at each site and food preparation area.
9. There is a written policy concerning the allowance of or prohibition against participants taking part or their entire meal home for later use. Participants and staff must be advised of the policy and aware of food safety issues and participant responsibility for any resulting food borne illness.

**IV. HEALTH CODE COMPLIANCE AND SAFETY PROCEDURES**

**A. Food Service Practices Compliance**

1. Food service practices comply with all applicable federal, part 14 State Sanitary Code and local health and sanitation regulations.
2. Potentially hazardous foods are held, delivered and served at temperatures above 140 degrees F. or below 45 degrees F.
3. Temperatures of potentially hazardous foods that are transported shall be routinely taken and recorded as follows:
  - a. Bulk food temperatures will be taken prior to delivery and at serving time on a daily basis.
  - b. HDM temperatures shall be taken before portioning and when the last meal is delivered. This must be done no less than monthly on all routes over one hour in length and quarterly on all routes under one hour.
4. Food delivery methods, equipment and service are appropriate to prevent contamination.
5. Foods served cafeteria style in an area unprotected by sneeze guards are not saved for reservice at a later date.
6. The preparation and storage of frozen meals are consistent with SOFA and Department of Health guidelines. (Refer to 85-PI-14)
7. Outbreaks of suspected food-borne illness are reported to the local Health Department and SOFA immediately.

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**NUTRITION PROGRAM STANDARDS (cont'd.)**

**B. Safety Procedures**

The Subcontractor shall ensure that:

1. At least annually, site staff and participants receive training in the use of fire extinguisher and evacuation procedures and that the training is documented. (Refer to 81-IM-IIIC-2)
2. Fire drills are conducted annually at all sites and documented.
3. Staff are familiar with written procedures concerning emergency situations such as a flood or fire or when a participant is choking or faints, emergency phone numbers, etc.

**V. FOOD SERVICE OPERATION**

**A. Food Production**

The Subcontractor shall ensure that:

1. The availability and layout of food production equipment, storage and service areas promote safety and efficiency.
2. The Subcontractor has a sufficient number of food production staff to meet service needs.
3. Procedures are in place to forecast the number of meals to be prepared and/or served daily, e.g. reservation system.
4. Standardized recipes are used for food production.
5. Food items on production and on-site menus are clearly identified and portion sizes are indicated as needed.

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**PROGRAM REQUIREMENTS**

**CONGREGATE SETTING NUTRITION & HOME DELIVERED MEALS PROGRAMS**

The Subcontractor shall provide a Congregate Setting Nutrition Program ("CSNP") or both a Congregate Setting Nutrition Program (CSNP) and a Home-Delivered Meals Nutrition Program ("HDMNP") which meets the requirements of the Older Americans Act, and the rules and regulations of the Department of Health and Human Services and the New York State Office for the Aging and the Westchester County Department of Senior Programs and Services.

**CONGREGATE SETTING NUTRITION PROGRAM**

The Subcontractor, in connection with CSNP, shall serve and provide a lunch meal, in a setting and atmosphere conducive to pleasant dining, at the site designated, five days a week, on Monday, Tuesday, Wednesday, Thursday and Friday. The site shall be open to all persons who are sixty (60) years of age or older and their spouses (hereinafter referred to as "Participants") for at least five consecutive hours per weekday, and the lunch shall be served between 11:30 a.m. and 1:30 p.m. on those days.

The Subcontractor shall collect voluntary contributions from participants and shall collect the full price of a meal from guests and staff members who are under the age of sixty (60) years at a rate agreed upon between the County and the Subcontractor.

The Subcontractor shall keep a separate ledger account of such contributions together with supporting records and documents.

No eligible Participant shall be deprived or prevented from participating in the CSNP because of inability to contribute or solely because of race, sex, creed, color, nationality, country of origin or disability.

In addition to the foregoing, the Subcontractor will furnish Participants with support services in accordance with the Manual of Policy and Procedures for the Nutrition Program for the Elderly, including but not limited to transportation assistance, an information and referral service, health and welfare counseling, nutrition education, recreational activities, shopping assistance, and a program of outreach to assure participation of special target persons including, but not limited to, minorities, poverty level persons and isolated individuals.

The Subcontractor will encourage Participants to take part in the Project Council in order to achieve a coordinated system of program services and rapid dissemination of information and ideas regarding CSNP matters.

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**PROGRAM REQUIREMENTS (cont'd.)**

**HOME DELIVERED MEALS NUTRITION PROGRAM**

The Subcontractor, in connection with the HDMNP, shall provide and serve a lunch meal five days a week on Monday, Tuesday, Wednesday, Thursday and Friday, between 11:30 a.m. and 1:30 p.m., and/or a cold supper on the same days at the eligible Participant's home. When feasible, the Program shall be extended to include Saturday, Sunday and holidays. Said lunch meal shall be made available to Participants.

The Subcontractor shall collect voluntary contributions from Participants and the full cost of the meal from guests and staff under 60 years of age at a rate agreed upon between the County and the Subcontractor. The Subcontractor shall keep a separate ledger account of such contributions together with supporting records and documents. No eligible Participant shall be deprived or prevented from participating in the HDMNP because of inability to contribute or solely because of race, sex, creed, color, nationality, country of origin or disability.

In addition to the foregoing, the Subcontractor will furnish Participants with Support services, in accordance with the Manual of Policy and Procedures for the Nutrition Program for the Elderly, including, but not limited to, an information and referral service, health and welfare counseling, nutrition education, and a program of outreach to assure participation of special target persons including, but not limited to, minorities, poverty level persons, and isolated individuals.

**MISCELLANEOUS AGREEMENTS**

1. It is understood and agreed that the Subcontractor bears an affirmative obligation to answer questions specifically or directly relating to this Agreement before any official, board or agency authorized or empowered to inquire into such matters. This section shall not be construed as barring the Subcontractor, its directors, officers or employees from exercising their constitutional privilege against self-incrimination. The foregoing, however, shall not be construed as limiting the rights and remedies of the County in the event of such refusal, and when such body or agency is wholly civil in nature, failure or refusal to fully cooperate with and diligently answer the inquiries of such official, board or agency may constitute grounds for the termination of this Agreement and/or the exercise of any and all other rights or remedies which the County may have by reason of such failure or refusal.
  - a. Such person, and any firm, partnership or corporation of which he is a member partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with the State, the County of Westchester, or any public department or official thereof, for goods, work or services, for a period of five (5) years after such failure or refusal to fully cooperate with and diligently answer the inquiries of such official, board or agency may constitute grounds for the termination of this agreement and/or the exercise of any and all other rights or remedies which the County may have by reason of such failure or refusal.

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**PROGRAM REQUIREMENTS (cont'd.)**

**MISCELLANEOUS AGREEMENTS (cont.)**

- b. Any and all contracts made with the State, the County of Westchester, or any public department, agency or official thereof, since July 1, 1959 by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be canceled or terminated by the County of Westchester, without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing pursuant to said transaction or contract prior to the cancellation and termination, shall be paid.
2. If the agreement between the Subcontractor and food vendor has been bid, the food vendor certifies that:
    - a. The bid has been arrived at independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids.
    - b. The contents of the bid have not been communicated by the food vendor, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the food vendor or its surety of a bond furnished herewith prior to the opening of the official bid.

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TITLE IIIC 2013**

**ALLOCATION STRATEGY AND REIMBURSEMENT SYSTEM**

The Westchester County Department of Senior Programs and Services (DSPS) is challenged to meet the ever increasing demand for needed services with declining resources. It is critical that available resources be managed in the most effective and efficient manner possible.

Local municipal services for case management and information and assistance are targeted to 5 of the county's 6 cities and 11 municipalities that total 84.13% of the weighted senior population. DSPS and other countywide agencies provide services to seniors not living in those communities. Supplemental funds are issued to 4 communities to provide these services.

The DSPS Allocation Schedule labels each service by the following six status designations for each category:

- 1. Mandated – 1 (M-1):** Service is mandated by funding source for countywide services and municipalities with more than 20% of the county's senior population and the provider has the highest priority for funding at the minimal required level.
- 2. Mandated – 2 (M-2):** Service is mandated or discretionary service with components of a countywide service for frail elderly and/or capacity building to serve growing elderly population through strategic partnerships, network management and new ventures in volunteerism including outreach through public information and self-empowerment through community education and training.
- 3. Mandated – 3 (M-3):** Overfunded, mandated service for local services that can be provided on a countywide basis or countywide service that can be provided locally.
- 4. Discretionary – 1 (D-1):** Discretionary Service includes stand-alone community education and public information.
- 5. Discretionary – 2 (D-2):** Discretionary Service includes recreation, special events on a countywide basis.
- 6. Discretionary – 3 (D-3):** Discretionary Service includes intergenerational and special populations and other non-mandated life enrichment programs.

DSPS has been able to create and develop new initiatives to enhance the quality of life and preserve the independence and dignity of older persons and their caregivers with new funding in the past several years. However, due to the changing economic climate there is no guarantee that current funding will be maintained at the same level the following year.

Priority Services information required by the National Aging Program Information System (NAPIS) is reported through SAMS (Social Assistance Management System). SAMS collects information on what services are provided, who is being served, how many service units and when services are provided to an individual on an unduplicated basis. Every service that is funded is reported though SAMS in terms of units provided and people served. No manual data is submitted to state and federal funding sources.

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**ALLOCATION STRATEGY AND REIMBURSEMENT SYSTEM (cont.)**

The Administration on Aging, US Department of Health and Human Services funded the National Aging Information Center to prepare the Guide to Performance-Based Management: Concepts and Approaches for the National Aging Network for area agencies on aging. The Guide points out that "New and changing requirements for aging programs place a premium on effective management by the Aging Network. In recent years, the thrust of management practice, both in the public and private sector, has been toward a "results" orientation. Accountability is tied to clearly defined measurable results and increasingly so is the budget."

Performance-Based Management is built on three pillars - explicit performance expectation, performance contracting, and ongoing performance assessment based on accurate data.

Performance-Based Management focuses on bringing outcomes, quality and costs together. A price tag, value or unit cost is placed on achievement of specific outcomes. The cost-effectiveness of the service, program or service delivery system relative to explicit expectations are measured. In other words, "Is the return of sufficient value that continued funding at the same or a higher level warranted?" Also, "What are the opportunity costs of continuing to use limited funding on the same set of services and/or providers? and What other promising ideas or approaches are never pursued?"

Whenever performance-based funding for a service is implemented, funding for subsequent years will be based upon the expenditure/performance for the previous program year. If subcontractors are unable to meet service goals that meet required standards for residents within a municipality or region during a program year, new and/or additional providers will be sought for the next program year to serve those residents.

Services that are reimbursed on a unit cost basis have included in-home services, employment program and the nutrition services. The unit cost breakdowns for the nutrition programs are included later in this document. Nutrition program subcontractors are reimbursed on a performance unit cost basis. Nutrition subcontractors will submit claims with the required back-up documentation showing the number of meals purchased or prepared, the sign-in sheets and the contribution collected. They will be reimbursed in the following manner:

$$\begin{aligned} & \text{Total Meals Served x Gross Unit Cost} \\ & \text{Less the Local Share for Title IIIC} \\ & \text{Less \$1.30 contribution/meal} \\ & \text{Less USDA of \$0.66 per meal} \\ = & \text{The federal/state reimbursement, limited to the projected number of meals} \end{aligned}$$

Many nutrition subcontractors have gross unit costs less than the countywide average. This is due to a greater use of volunteers and/or additional other resources from the municipality. Therefore the number of meals projected for 2013 based upon the countywide federal/state average will be lower than the actual meals those subcontractors will be able to serve with the same money. Contributions may exceed the average of \$1.30 per meal, which is another source for serving more meals than is projected.

Vouchering System

The Department of Senior Programs and Services will track and monitor subcontractor service deliveries on a monthly reporting basis through the NAPIS (SAMS) system. Vouchers will be

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**ALLOCATION STRATEGY AND REIMBURSEMENT SYSTEM (cont.)**

submitted each month for each specific service. When a voucher is submitted reviews are conducted by DSPS staff to determine if the contract's performance goals and objectives are being met in a fiscally responsible and appropriate fashion. The actual number of elderly served and units of service are compared to annual goals set forth in the contractual agreement and a percentage is calculated to show how well they are meeting their goals. The Vouchering System will reimburse subcontractors based on the calculated performance percentage for either number of people served or number of units served.

- Claims will only be paid based on summary reports in the SAMS system. The number of elderly served and units provided for each service each month must be entered into SAMS each month. The SAMS data must agree with the claim amount for that month and that particular service. DSPS Program staff will monitor fiscal claims to ensure the number of units or persons reported for the month corresponds to the SAMS data.
- A hard copy SAMS report on the number of units and people served must accompany each claim form. DSPS Program staff will sign off on each claim prior to Fiscal processing. Monthly payments will be made on a unit cost basis or a per person cost basis only.
- Payment will be capped at 1/12 of the total allocation each month. At the end of the year adjustments will be made to the final claim to address extreme cyclical periods.

Funding for subsequent years will be based upon service delivery performance of the previous program year.

NUTRITION PROGRAM YEAR 2013-2014

**For Communities with Less Than 3 Sites:  
Nutrition Title IIIC-1 Congregate Meals Gross Unit Cost per meal @ \$6.75**

| FOOD                                                                                                             | Other Program Costs |                    | TOTAL         | Reimbursement Rate |
|------------------------------------------------------------------------------------------------------------------|---------------------|--------------------|---------------|--------------------|
| \$1.06 Federal Share                                                                                             | \$2.44              | Federal            | \$3.50        | 73%                |
| <u>\$0.39</u> Local Share                                                                                        | <u>\$0.90</u>       |                    | \$1.29        |                    |
| \$1.45 Net Cost of Meal                                                                                          | \$3.34              | Local Share<br>NET | <u>\$4.79</u> |                    |
| \$0.66 Estimated Nutrition Services Incentive Prog.<br><u>\$1.30</u>                                             |                     |                    |               |                    |
| \$3.41 Uniform Contribution toward food<br>Gross Food Costs based upon Westchester County Regional Kitchen Costs |                     |                    |               |                    |

Gross Unit Cost Per Meal Without Nutrition Services incentive Program = \$6.75 - \$0.66 = \$6.09

**For Communities with More Than 3 Sites:  
Nutrition Title IIIC-1 Congregate Meals Gross Unit Cost per meal @ \$10.73**

| FOOD                                                                                                             | Other Program Costs |                    | TOTAL         | Reimbursement Rate |
|------------------------------------------------------------------------------------------------------------------|---------------------|--------------------|---------------|--------------------|
| \$1.06 Federal Share                                                                                             | \$5.35              | Federal            | \$6.41        | 73%                |
| <u>\$0.39</u> Local Share                                                                                        | <u>\$1.97</u>       |                    | \$2.36        |                    |
| \$1.45 Net Cost of Meal                                                                                          | \$7.32              | Local Share<br>NET | <u>\$8.77</u> |                    |
| \$0.66 Estimated Nutrition Services incentive Prog.<br><u>\$1.30</u>                                             |                     |                    |               |                    |
| \$3.41 Uniform Contribution toward food<br>Gross Food Costs based upon Westchester County Regional Kitchen Costs |                     |                    |               |                    |

Gross Unit Cost Per Meal Without Nutrition Services incentive Program = \$10.73 - \$0.66 = \$10.07

**Nutrition Title IIIC-2 Home Delivered Meals Gross Unit Cost per meal @ \$6.06**

| FOOD                                                                                                             | Other Program Costs |                    | TOTAL         | Reimbursement Rate |
|------------------------------------------------------------------------------------------------------------------|---------------------|--------------------|---------------|--------------------|
| \$1.06 Federal Share                                                                                             | \$1.94              | Federal            | \$3.00        | 73%                |
| <u>\$0.39</u> Local Share                                                                                        | <u>\$0.71</u>       |                    | \$1.10        |                    |
| \$1.45 Net Cost of Meal                                                                                          | \$2.65              | Local Share<br>NET | <u>\$4.10</u> |                    |
| \$0.66 Estimated Nutrition Services incentive Prog.<br><u>\$1.30</u>                                             |                     |                    |               |                    |
| \$3.41 Uniform Contribution toward food<br>Gross Food Costs based upon Westchester County Regional Kitchen Costs |                     |                    |               |                    |

Gross Unit Cost Per Meal Without Nutrition Services incentive Program = \$6.06 - \$0.66 = \$5.40

Westchester County Department of Senior Programs and Services  
 2013 Title III-C-1 III C-2 NUTRITION PROGRAM SUMMARY COSTS

SUBCONTRACTOR: PORT CHESTER

|                                | (1)                    | (2)                         | (3)                 | (4)             | (5)             | (6)                          | (7)             | (8)                                 |
|--------------------------------|------------------------|-----------------------------|---------------------|-----------------|-----------------|------------------------------|-----------------|-------------------------------------|
|                                | TOTAL UNITS OF SERVICE | ELDERLY SERVED Unduplicated | TOTAL FEDERAL FUNDS | Match           | Contributions   | GROSS BUDGET (3) + (4) + (5) | NSIP            | TOTAL WCDSPS FUNDED COSTS (6) + (7) |
| CONGREGATE MEALS               | 11,729                 | 250                         | \$39,002            | \$15,184        | \$15,248        | \$69,434                     | \$33,470        | \$102,904                           |
| NUTRITION EDUCATION            | 205                    | 205                         | \$2,050             |                 |                 | \$2,050                      |                 | \$2,050                             |
| <b>TITLE III-C-1</b>           |                        |                             | <b>\$41,052</b>     | <b>\$15,184</b> | <b>\$15,248</b> | <b>\$71,484</b>              | <b>\$33,470</b> | <b>\$104,954</b>                    |
| HOME DELIVERED MEALS           | 4,594                  | 36                          | \$12,894            | \$5,097         | \$5,972         | \$23,963                     | \$5,466         | \$29,429                            |
| INFORMATION & ASSISTANCE       | 204                    | 68                          | \$408               |                 |                 | \$408                        |                 | \$408                               |
| NUTRITION EDUCATION            | 48                     | 48                          | \$480               |                 |                 | \$480                        |                 | \$480                               |
| <b>TITLE III-C-2</b>           |                        |                             | <b>\$13,782</b>     | <b>\$5,097</b>  | <b>\$5,972</b>  | <b>\$24,851</b>              | <b>\$5,466</b>  | <b>\$30,317</b>                     |
| TOTAL MEALS                    | 16,323                 | 286                         | \$51,896            | \$20,281        | \$21,220        | \$93,397                     | \$38,936        | \$132,333                           |
| TOTAL INFORMATION & ASSISTANCE | 204                    | 68                          | \$408               |                 |                 | \$408                        |                 | \$408                               |
| TOTAL NUTRITION EDUCATION      | 253                    | 253                         | \$2,530             |                 |                 | \$2,530                      |                 | \$2,530                             |
| <b>PROGRAM TOTAL</b>           |                        |                             | <b>\$54,834</b>     | <b>\$20,281</b> | <b>\$21,220</b> | <b>\$96,335</b>              | <b>\$38,936</b> | <b>\$135,271</b>                    |

Westchester County Department of Senior Programs and Services  
 2013 Title III-C-1 III-C-2 UNITS OF SERVICE AND RECIPIENT DATA

SUBCONTRACTOR: Village of Port Chester

|                                | (1)    | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | Of Total Minority in Col. 15, the Number of: |      |      |      |      |                                              | (15) | (16) |
|--------------------------------|--------|-----|-----|-----|-----|-----|-----|-----|-----|----------------------------------------------|------|------|------|------|----------------------------------------------|------|------|
|                                |        |     |     |     |     |     |     |     |     | (10)                                         | (11) | (12) | (13) | (14) | TOTAL<br>MINORITY<br>Col. 10<br>thru Col. 14 |      |      |
| TITLE III C - 1                |        |     |     |     |     |     |     |     |     |                                              |      |      |      |      |                                              |      |      |
| CONGREGATE MEALS               | 11,729 | 250 | 64  | 104 | 60  | 67  | 128 | 41  | 185 | 2                                            | 2    | 0    | 28   | 39   | 71                                           | 39   |      |
| NUTRITION EDUCATION            | 205    | 205 |     |     |     |     |     |     |     |                                              |      |      |      |      |                                              |      |      |
| TITLE III C - 2                |        |     |     |     |     |     |     |     |     |                                              |      |      |      |      |                                              |      |      |
| HOME DELIVERED MEALS           | 4,594  | 36  | 10  | 12  | 20  | 24  | 18  | 7   | 26  | 0                                            | 0    | 0    | 6    | 2    | 8                                            | 4    |      |
| INFORMATION & ASSISTANCE       | 204    | 68  |     |     |     |     |     |     |     |                                              |      |      |      |      |                                              |      |      |
| NUTRITION EDUCATION            | 48     | 48  |     |     |     |     |     |     |     |                                              |      |      |      |      |                                              |      |      |
| TOTAL MEALS                    | 16,323 | 286 |     |     |     |     |     |     |     |                                              |      |      |      |      |                                              |      |      |
| TOTAL INFORMATION & ASSISTANCE | 204    | 68  |     |     |     |     |     |     |     |                                              |      |      |      |      |                                              |      |      |
| TOTAL NUTRITION EDUCATION      | 253    | 253 | 74  | 116 | 80  | 91  | 146 | 48  | 211 | 2                                            | 2    | 0    | 34   | 41   | 79                                           | 43   |      |

**PLAN FOR SERVICES**

**SERVICE NAME: CONGREGATE SETTING NUTRITION PROGRAM**

The **GROSS** unit cost (including federal, match, contributions, and Nutrition Services Incentive Program funding) for this service is **\$ 6.75 per meal**

1. If the subcontractor services are not being targeted to those most in need, explain why services should be funded.

Placement of services is pre-targeted.

2. The Major Action Steps that will be taken to improve the program must be completed below if:

- the Subcontractor's previous fiscal year's performance is less than 75% or
- the Subcontractor has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

**2013 TIMETABLE**

| MAJOR ACTION STEPS | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|--------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|                    |     |     |     |     |     |     |     |     |     |     |     |     |
|                    |     |     |     |     |     |     |     |     |     |     |     |     |
|                    |     |     |     |     |     |     |     |     |     |     |     |     |
|                    |     |     |     |     |     |     |     |     |     |     |     |     |
|                    |     |     |     |     |     |     |     |     |     |     |     |     |
|                    |     |     |     |     |     |     |     |     |     |     |     |     |

PLAN FOR SERVICES

**SERVICE NAME: HOME DELIVERED MEALS PROGRAM**

The **GROSS** unit cost (including federal, match, contributions, and Nutrition Services Incentive Program funding) for this service is **\$ 6.06 per meal**

1. If the subcontractor services are not being targeted to those most in need, explain why services should be funded.

Placement of services is pre-targeted.

2. The Major Action Steps that will be taken to improve the program must be completed below if:

- the Subcontractor's previous fiscal year's performance is less than 75% or
- the Subcontractor has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

**2013 TIMETABLE**

| MAJOR ACTION STEPS | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|--------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|                    |     |     |     |     |     |     |     |     |     |     |     |     |
|                    |     |     |     |     |     |     |     |     |     |     |     |     |
|                    |     |     |     |     |     |     |     |     |     |     |     |     |
|                    |     |     |     |     |     |     |     |     |     |     |     |     |
|                    |     |     |     |     |     |     |     |     |     |     |     |     |
|                    |     |     |     |     |     |     |     |     |     |     |     |     |
|                    |     |     |     |     |     |     |     |     |     |     |     |     |
|                    |     |     |     |     |     |     |     |     |     |     |     |     |
|                    |     |     |     |     |     |     |     |     |     |     |     |     |
|                    |     |     |     |     |     |     |     |     |     |     |     |     |

**WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
TITLE IIIC 2013**

**ADDITIONAL AGREEMENT PROVISIONS**

**REPORTING REQUIREMENTS**

Without limiting the right of the County to require additional reports and unless otherwise specified in writing by the County, the Subcontractor shall furnish the following reports to the County Department of Senior Programs and Services prior to the tenth (10th) working day of each month:

1. Participant Daily Registration Report
2. Monthly Nutrition Services Report
3. Monthly Contribution Report Indicating Bank Deposits for Title III C-1 & Title III C-2 Programs
4. Equipment Inventory Sheets for each item costing \$300.00 or more purchased with funds provided under this Agreement
5. Paid Food Bills.

**PAY PER MEAL PROVISION**

The County may, in its discretion, pay the Subcontractor an amount for each meal served in connection with the Program provided the Administration on Aging approves the same pursuant to such Agency's "Nutrition Services Incentive Program ". Subcontractor understands and agrees that all food purchased for the Program must be grown and produced in the United States.

**SUBCONTRACTING FOR FOOD**

The Subcontractor shall not assign, transfer, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein without the prior written approval of the County. The Subcontractor may subcontract for food, without obtaining approval from the County, where the Subcontractor does not produce food; provided, however, that (a) the County shall be promptly notified of each such food subcontract and shall retain the right to disapprove any such food subcontract for cause; (b) the Subcontractor and the food subcontractor shall execute the agreement annexed hereto and made a part hereof as **Attachment 1**; or some such similar agreement, the terms of which do not differ in any material respect from the terms contained in **Attachment 1**; and (c) a copy of such agreement is forwarded to the County immediately upon execution by the parties thereto. If the Subcontractor prepares its own meals on site, the Subcontractor is required to execute the letter annexed hereto and made a part hereof as **Attachment 2**.

WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
TITLE III C 2013

ATTACHMENT 1

CATERER AGREEMENT

A. FOOD VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERIOD: From \_\_\_\_\_ To \_\_\_\_\_

ESTIMATED TOTAL AMOUNT OF CONTRACT:

For Congregate Meals: \$ \_\_\_\_\_

For Home Delivered: \$ \_\_\_\_\_

LOCATION OF MEALS PREPARATION SITE:

\_\_\_\_\_ (the "Food Vendor's Address")

NUMBER OF SITES SERVED: \_\_\_\_\_

ESTIMATED TOTAL MEALS TO BE SERVED IN PROJECT YEAR:

For Congregate Meals: \_\_\_\_\_

For Home Delivered Meals: \_\_\_\_\_

CHARGE PER MEAL ACTUALLY SERVED:

For Congregate Meals: \$ \_\_\_\_\_

For Home Delivered Meals: \$ \_\_\_\_\_

B. SUBCONTRACTOR AND FOOD VENDOR AGREE AS FOLLOWS:

1. Food Vendor shall provide an estimated \_\_\_\_\_ meals per day on the following days:

\_\_\_\_\_ Monday \_\_\_\_\_ Tuesday \_\_\_\_\_ Wednesday

\_\_\_\_\_ Thursday \_\_\_\_\_ Friday \_\_\_\_\_ Saturday \_\_\_\_\_ Sunday

2. The Food Vendor shall deliver such meals to \_\_\_\_\_ (the "Subcontractor") in heated or refrigerated containers that will maintain hot food above 140 degrees F. and cold food below 45 degrees F.

The Subcontractor's Employees will assist in unloading heated and refrigerated containers from the transport vehicle.

**WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
TITLE IIIC 2013**

**ATTACHMENT 1 (cont'd)  
CATERER AGREEMENT**

3. The Food Vendor shall have such meals ready for transport in heated and/or refrigerated containers no later than \_\_\_\_\_ a.m. each day.
4. All meals will furnish one-third Recommended Dietary Allowances ("R.D.A."), Food and Nutrition Board, National Academy of Science-National Research Council, as required by the National Nutrition Program for the Elderly.
5. The following meal pattern will be adhered to, to insure meeting one-third R.D.A.: meat, fish, poultry, (3 oz. cooked edible portion not to include breading), vegetables and fruit (two 1/2 cup servings), enriched or whole grain products (1 serving), butter or margarine (1 teaspoon), desert and milk (1/2 pint). Each meal shall include a good source of Vitamin C together with an average of one serving of fresh or canned fruit, one serving of ice cream, or one serving of milk pudding. A source of Vitamin A shall be included three (3) times a week.
6. Westchester County Department of Senior Programs and Services will submit to the Subcontractor a menu containing a minimum of a six week cycle of meals approved by the project dietitian. The Subcontractor shall make its best efforts to adhere to this menu. In any event the Subcontractor shall adhere to the meal pattern requirements set forth in Paragraph 5.
7. The Food Vendor shall provide enough food, according to the meal pattern, to provide meals for an estimated \_\_\_\_\_ people per day which may include milk, bread, butter, napkins, salt, pepper, knives, forks, spoons and such other necessary items for an adequate table setting as set forth in the bid specifications, the terms of which shall be deemed incorporated by reference herein as if the same were set forth at length.
8. The Food Vendor shall prepare the food hot and ready to serve. Hot food must be at least 140 degrees F. and cold food 45 degrees F. when delivered by the transport vehicle. The Subcontractor's Nutrition Site Manager will check all delivered food as it arrives to insure proper food temperature and proper number of meals.
9. The Food Vendor will be open for inspection and program evaluation during the normal business hours by representative of local and State Departments of Health, local nutrition program, County and State Offices for the Aging, State Office of General Services, U.S. Administration on Aging, U.S. Department of Agriculture and General Accounting Office.
10. The Food Vendor shall meet all Federal, State and local health codes.
11. The Food Vendor shall be responsible for ensuring that all vehicles used in the transport for food prepared hereunder, are maintained in a clean manner. Such vehicles shall also be available for inspection by the agencies listed in Paragraph 9 above.
12. The Food Vendor will implement any recommendations made by the agencies listed in Paragraph 9.
13. The Food Vendor shall indemnify and save harmless New York State and Westchester County from any and all claim or claims whatsoever arising from or in connection with services rendered hereunder, including, but not limited to, claims resulting from poisoning caused by food pursuant to this agreement.

**WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
TITLE IIIC 2013**

**ATTACHMENT 1 (cont'd)**

**CATERER AGREEMENT**

14. The Food Vendor shall provide evidence of those insurance policies required by the Municipality.

15. The Food Vendor shall post bond in the amount of one month's fees as security against default by the Food Vendor in the performance of its duties under this contract.

16. The Food Vendor shall adhere to the provisions of the Civil Rights Act of 1964 and all amendments thereto, Executive Order 11246 and 11375 as supplemented by 41 CFR Part 60 and agrees not to discriminate against any individual on the basis of race, sex, color, creed, age, religion, disability, marital status or national origin.

17. The Food Vendor shall provide the Westchester County Department of Senior Programs and Services with a cost breakdown of the food provided by raw food, prepared food, transportation, and other costs attributed to the local project as New York State Office for the Aging and Administration on Aging may request.

18. The Food Vendor shall submit billings to the Subcontractor at the end of each calendar month for the actual number of meals prepared and any additional food prepared and delivered at the request of the Municipality's Site Manager during the said calendar month.

19. The Food Vendor agrees to retain records substantiating the basis for payment hereunder for a period of three (3) years following the final payment hereunder, and shall make such records available to representatives of the United States Department of Health and Human Services, the New York State Office for the Aging, the Westchester County Department of Senior Programs and Services and the Municipality. In the event one or more of the foregoing agencies commence an audit, or litigation or other action concerning the payments made under this contract, the Food Vendor shall retain such records until such audit, litigation or other action is concluded, or until expiration of the said three year period, whichever is later.

20. The Preparer may terminate this contract at any time during its term without cause by giving not less than sixty (60) days prior written notice to the Subcontractor of the intention to terminate this contract and the specific termination date.

21. This contract may be terminated by the Subcontractor on thirty (30) days written notice to the Food Vendor whenever such termination is in the best interest of the Recipient.

The Food Vendor: \_\_\_\_\_

By: \_\_\_\_\_  
(Original Signature in Blue Ink only) (Title) (Date)

The Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_  
(Original Signature in Blue Ink only) (Title) (Date)

**WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
TITLE IIIC 2013**

**ATTACHMENT 2 (cont'd)**

**REGIONAL KITCHEN AGREEMENT**

5. The following meal pattern will be adhered to, to insure meeting one-third R.D.A.: meat, fish, poultry, (3 oz. cooked edible portion not to include breading), vegetables and fruit (two 1/2 cup servings), enriched or whole grain products (1 serving), butter or margarine (1 teaspoon), dessert, and milk (1/2 pint). Each meal shall include a good source of Vitamin C, together with an average of one serving of fresh or canned fruit, one serving of ice cream, or one serving of milk pudding. A source of Vitamin A shall be included three (3) times a week.

6. Westchester County Department of Senior Programs and Services will submit to the Preparer a menu containing a minimum of a six week cycle of meals approved by the project dietitian. The Preparer shall make its best efforts to adhere to this menu. In any event, the Preparer shall adhere to the meal pattern requirements set forth in Paragraph 6.

7. The Preparer shall provide enough food, according to the meal pattern to provide meals for approximately \_\_\_\_\_ people per day including milk, bread, butter and such other necessary items as deemed appropriate by both parties.

8. The Preparer shall prepare the food hot and ready to serve. Hot food must be at least 140 degrees F. and cold food 45 degrees F. when delivered by the transport vehicle. The Recipient's Nutrition Site Manager will check all delivered food as it arrives to insure proper food temperature.

9. The Preparation Site will be open for inspection and program evaluation during normal business hours by representatives of local and State Departments of Health, local nutrition program, County and State Offices for the Aging, State Office of General Services, U.S. Administration on Aging, U.S. Department of Agriculture and General Accounting Office.

10. Preparer will implement any recommendations made by the above-mentioned agencies in paragraph 10.

11. The Preparation Site shall meet all Federal, State and local health codes.

12. Recipients shall be responsible for ensuring that all vehicles used in the transport of food prepared hereunder, are maintained in a clean manner. Such vehicles shall also be available for inspection by the agencies listed in paragraph 10 above. Recipient will implement any recommendations made by the agencies in paragraph 10 concerning transport vehicles.

13. The Preparer shall indemnify and save harmless New York State and Westchester County from any and all claim or claims whatsoever arising from or in connection with services rendered hereunder, including, but not limited to, claims resulting from poisoning caused by food pursuant to this agreement.

14. The Preparer's posting of a bond in the amount of one month's fees as security against default by the Preparer in the performance of its duties under this contract is hereby waived by the Recipient.

**WESTCHESTER COUNTY  
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
TITLE III C 2013**

**ATTACHMENT 2 (cont'd)**

**REGIONAL KITCHEN AGREEMENT**

15. The Preparer shall adhere to the provisions of the Civil Rights Act of 1964 and all amendments thereto, Executive Order 11246 and 11375 as supplemented by 41 CFR Part 60 and agrees not to discriminate against any individual on the basis of race, sex, color, creed, age, religion, disability, marital status or national origin.

16. The Preparer shall provide the Westchester County Department of Senior Programs and Services with a cost breakdown of the food provided by raw food, prepared food, transportation, and other costs attributed to the local project, as New York State Office for the Aging and Administration on Aging may request.

17. The Preparer shall submit billings to the Recipient at the end of each calendar month for the actual number of meals prepared and any additional food prepared and delivered at the request of the Recipient's Site Manager during said calendar month.

18. The Recipient agrees to pay all amounts due on said billings within two (2) weeks of the receipt of said billings.

19. The Preparer agrees to retain records substantiating the basis for payment hereunder for a period of three (3) years following the final payment hereunder, and shall make such records available to representatives of the United State Department of Health and Human Services, the New York State Office for the Aging, the Westchester County Department of Senior Programs and Services and the Recipient. In the event one or more of the foregoing agencies commence an audit, or litigation or other action concerning the payments made under this contract, the Preparer shall retain such records until such audit, litigation or other action is concluded, or until expiration of the said three year period, whichever is later.

20. The Preparer may terminate this contract at any time during its term without cause by giving not less than sixty (60) days prior written notice to the Recipient of the intention to terminate this contract and the specific termination date.

21. This contract may be terminated by the Recipient on thirty (30) days written notice to the Preparer whenever such termination is in the best interest of the Recipient.

The Preparer: \_\_\_\_\_

By: \_\_\_\_\_  
(Original Signature in Blue Ink only) (Title) (Date)

The Recipient: \_\_\_\_\_

By: \_\_\_\_\_  
(Original Signature in Blue Ink only) (Title) (Date)

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS & SERVICES  
BUDGET FORM  
UNIT COST REIMBURSEMENT - 2013**

*OK June  
4/22/13*

|     | BUDGET CATEGORY                                                                                                                                                                                                                                                                                     | TITLE III-C-1<br>CONGREGATE MEALS,<br>OTHER SERVICES &<br>ADMINISTRATIVE<br>MANAGEMENT COSTS |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| 1.  | FEDERAL ALLOCATION 2013                                                                                                                                                                                                                                                                             | \$41,052                                                                                     |
| 2.  | Line 1 ÷ .73                                                                                                                                                                                                                                                                                        | \$56,236                                                                                     |
| 3.  | Local Share (Line 2 - Line 1)                                                                                                                                                                                                                                                                       | \$15,184                                                                                     |
| 4.  | Number of Meals Budgeted on a Unit Cost Basis @ \$3.50 per meal (Line 1 ÷ \$3.50)                                                                                                                                                                                                                   | 11,729                                                                                       |
| 5.  | Title III-C-1 Total Performance-Based Meal costs @ \$6.75 per meal (Line 4 x \$6.75)                                                                                                                                                                                                                | \$79,171                                                                                     |
| 6.  | Total Anticipated Nutrition Services Incentive Program Funding                                                                                                                                                                                                                                      | \$33,470                                                                                     |
| 7.  | Budgeted Contributions @ \$1.30 per meal (Line 4 x \$1.30)                                                                                                                                                                                                                                          | \$15,248                                                                                     |
| 8.  | Subcontractors Projected Meals to be Served (Complete Lines 9 through 12 <u>ONLY</u> if the meals projected on Line 8 are greater than the meals budgeted on Line 4)                                                                                                                                |                                                                                              |
| 9.  | Difference Between Budgeted Meals in Line 4 and Projected Meals (Line 8 - Line 4)                                                                                                                                                                                                                   |                                                                                              |
| 10. | Total Cost for Additional Meals @ \$6.75 x Line 9                                                                                                                                                                                                                                                   |                                                                                              |
| 11. | Additional NSIP Funding (Line 9 x \$ 0.66)                                                                                                                                                                                                                                                          |                                                                                              |
| 12. | Total Contributions = Subcontractor Average per meal contribution from Line 25 of the last meal performance report _____ x the greater of Line 4 or Line 8<br>(indicate month used: _____)                                                                                                          |                                                                                              |
| 13. | Budgeted Contributions Surplus/Deficit (Line 12 - Line 7)                                                                                                                                                                                                                                           |                                                                                              |
| 14. | Subcontractor Other Resources needed for additional meals (Line 10 - Line 11 - Line 13)<br>If Line 13 is negative it will be added instead of subtracted.<br>If Line 14 is negative there is a surplus and Subcontractor must complete page 2 before completing Lines 16 & 17, and enter on line 15 |                                                                                              |
| 15. | Total Non-Recurring Costs from Page 2 of the Budget                                                                                                                                                                                                                                                 |                                                                                              |
| 16. | TOTAL ALL RESOURCES (Line 2 + Line 6 + Line 11 + Line 14 (if 14 is positive) or Line 15)                                                                                                                                                                                                            |                                                                                              |
| 17. | TOTAL Gross Per Meal Cost (Line 16 ÷ the greater of Line 4 or Line 8)                                                                                                                                                                                                                               |                                                                                              |

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
BUDGET FORM  
UNIT COST REIMBURSEMENT - 2013**

*[Handwritten Signature]*  
1/22/13

|     | BUDGET CATEGORY                                                                                                                                                                                                                                                                                     | TITLE III-C-2<br>HOME DELIVERED<br>MEALS,<br>OTHER SERVICES &<br>ADMINISTRATIVE<br>MANAGEMENT COSTS |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| 1.  | FEDERAL ALLOCATION 2013                                                                                                                                                                                                                                                                             | \$13,782                                                                                            |
| 2.  | Line 1 + .73                                                                                                                                                                                                                                                                                        | \$18,879                                                                                            |
| 3.  | Local Share (Line 2 - Line 1)                                                                                                                                                                                                                                                                       | \$5,097                                                                                             |
| 4.  | Number of Meals Budgeted on a Unit Cost Basis @ \$3.00 per meal (Line 1 + \$3.00)                                                                                                                                                                                                                   | 4,594                                                                                               |
| 5.  | Title III-C-2 Total Performance-Based Meal costs @ \$6.06 per meal (Line 4 x \$6.06)                                                                                                                                                                                                                | \$27,840                                                                                            |
| 6.  | Total Anticipated Nutrition Services Incentive Program Funding                                                                                                                                                                                                                                      | \$5,466                                                                                             |
| 7.  | Budgeted Contributions @ \$1.30 per meal (Line 4 x \$1.30)                                                                                                                                                                                                                                          | \$5,972                                                                                             |
| 8.  | Subcontractors Projected Meals to be Served (Complete Lines 9 through 12 <u>ONLY</u> if the meals projected on Line 8 are greater than the meals budgeted on Line 4)                                                                                                                                |                                                                                                     |
| 9.  | Difference Between Budgeted Meals in Line 4 and Projected Meals (Line 8 - Line 4)                                                                                                                                                                                                                   |                                                                                                     |
| 10. | Total Cost for Additional Meals @ \$6.06 x Line 9                                                                                                                                                                                                                                                   | \$0                                                                                                 |
| 11. | Additional NSIP Funding (Line 9 x \$ 0.66)                                                                                                                                                                                                                                                          | \$0                                                                                                 |
| 12. | Total Contributions = Subcontractor Average per meal contribution from Line 25 of the last meal performance report \$ ____ x the greater of Line 4 or Line 8<br>(indicate month used: ____)                                                                                                         | \$0                                                                                                 |
| 13. | Budgeted Contributions Surplus/Deficit (Line 12 - Line 7)                                                                                                                                                                                                                                           |                                                                                                     |
| 14. | Subcontractor Other Resources needed for additional meals (Line 10 - Line 11 - Line 13)<br>If Line 13 is negative it will be added instead of subtracted.<br>If Line 14 is negative there is a surplus and Subcontractor must complete page 2 before completing Lines 16 & 17, and enter on line 15 | \$0                                                                                                 |
| 15. | Total Non-Recurring Costs from Page 2 of the Budget                                                                                                                                                                                                                                                 |                                                                                                     |
| 16. | TOTAL ALL RESOURCES (Line 2 + Line 6 + Line 11 + Line 14 (if 14 is positive) or Line 15)                                                                                                                                                                                                            |                                                                                                     |
| 17. | TOTAL Gross Per Meal Cost (Line 16 ÷ the greater of Line 4 or Line 8)                                                                                                                                                                                                                               |                                                                                                     |

**RESOLUTION  
COURT INTERPRETER AGREEMENT**

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, Olga Hurtado, 170 Elm Street, New Rochelle, New York, has long provided court interpreter services to the Port Chester Justice Court; and

WHEREAS, Ms. Hurtado has proposed a renewal of her agreement with the Village for an additional two years at no increase in rates of compensation; and

WHEREAS, the Village Manager recommends such renewal. Now, therefore, be it

RESOLVED, that the Village Manager be authorized to execute an agreement with Olga Hurtado, 170 Elm Street, New Rochelle, New York, as Interpreter for the Justice Court and the Village Attorney for a term of two years, commencing on June 1, 2013 and ending on May 31, 2015, compensation to be as provided in the fee proposal dated May \_\_, 2013, as follows: Monday, Wednesday, Thursday, Friday, Traffic and Criminal Court @225.00 per day (starting at 9:00 a.m. until conclusion of calendar), Tuesday evenings Traffic Court and on Wednesday evenings Small Claims session at \$150.00 per night until conclusion of calendar.

APPROVED AS TO FORM:

\_\_\_\_\_  
Anthony M. Cerreto  
Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

**OLGA HURTADO**

170 Elm Street  
New Rochelle, New York 10805

(914) 469-6555

May 1, 2013

Mr. Christopher Steer  
Village Manager  
222 Grace Church St.  
Port Chester, New York 10573

RE: Contract Renewal Court Interpreter

To Whom It May Concern:

It has come to my attention that my contract with the Village as Court Certified Interpreter is due for renewal. I have been employed since 1999 with the Village.

My fee schedule has been \$225.00 per day court session and \$150.00 per night court session. The Village is paid a fee of \$25.00 by the County of Westchester for each day Court is in session.

I understand that my services shall be provided at the request of the Court, and also when the Village Attorney requires an interpreter for 50-H hearings and depositions in his defense of claims against the Village.

I look forward to my continued service to the Village.

Very truly yours,

Olga Hurtado

## AGREEMENT

THIS AGREEMENT, made the \_\_\_\_ day of May 2013, by and between VILLAGE OF PORT CHESTER, (hereinafter referred to as "Village "), a municipal corporation with an office at 222 Grace Church Street, Port Chester, New York, and OLGA HURTADO (hereinafter referred to as "Contractor "), 170 Elm Street, New Rochelle, New York 10805.

WHEREAS, the Village of Port Chester is a municipal corporation responsible, under law, for the health and welfare of its residents, and

WHEREAS, there has been a shift in the population of the Village so that more and more of its residents are people who speak Spanish not as a second language, but as their only language, and

WHEREAS, as a result the Justice Court requires a court certified Spanish interpreter so that it can properly hear matters before it. Now, therefore, the parties do mutually agree as follows:

1. This is a contract for professional services.
2. The services to be provided will be Spanish translating and interpreting.
3. The services to the Justice Court will be shall be provided on an "as- needed" Basis for the Justice Court with schedule and compensation to be as follows: Monday, Wednesday, Thursday and Friday, - Flat rate of \$225.00 per day; session starting at 9:00 a.m. until 5:00 p.m. or conclusion of calendar. Tuesday evenings – Traffic Court – and Wednesday evenings — Small Claims Session — Flat rate of \$150 per evening until conclusion of calendar.
4. That the Contractor will make herself available to the Court on reasonable notice for pre -trial conferences and jury trials or other such additional proceedings available at a rate of \$225 per day.
5. That the Contractor may not assign this agreement or make any substitutions without reasonable notice and the prior consent of the Court Clerk and the presiding judge.
6. This agreement shall be for a term commencing on June 1, 2013 and ending on the 31st day of May, 2015, subject, however, to the right of either party to terminate this agreement at any time on sixty (60) days written notice to the other at the address shown above.
8. In performing these services, it is mutually agreed and understood that the Contractor shall be and all times acting and performing same as independent contractor. Nothing in this agreement is intended to create an employer /employee relationship, or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the services which are the subject of this agreement.

9. This agreement is entire and shall not be altered or amended except by a writing signed by the parties hereto.

10. In the event of a dispute or controversy between the parties arising out of or relating to this agreement, the parties agree that such disputes will be adjudicated in a court of competent jurisdiction in the State of New York.

11. This agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

VILLAGE OF PORT CHESTER

By \_\_\_\_\_  
Christopher D. Steers,  
Village Manager

\_\_\_\_\_  
OLGA HURTADO

**RESOLUTION  
COURT REPORTER AGREEMENT**

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, Gail Letizia, P.O. Box 588, Bronxville, New York 10708, has long provided court reporter services to the Port Chester Justice Court; and

WHEREAS, Ms. Letizia has proposed a renewal of her agreement with the Village for an additional two years at no increase in rates of compensation; and

WHEREAS, the Village Manager recommends such renewal. Now, therefore, be it

RESOLVED, that the Village Manager be authorized to execute an agreement with Gail Letizia, P.O. Box 588, Bronxville, New York, as Court Reporter for the Justice Court for a term of two years, commencing on June 1, 2013 and ending on May 31, 2015, compensation to be as provided in the fee proposal dated May \_\_\_\_\_, 2013, as follows: Monday, Thursday and Friday. \$225 per day (starting time 9:00 a.m. until 5:00 p.m.) any session running past 5:00 p.m. an additional \$50 per hour, and on Wednesday evenings Small Claims session at \$150.00 per night until 10:00 p.m. and any session past 10:00 p.m. an additional \$150.00.

APPROVED AS TO FORM:

\_\_\_\_\_  
Anthony M. Cerreto  
Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE: May 6, 201

To Village Clerk for BOT  
5-3-13

VILLAGE OF PORT CHESTER

MAY 03 2013

RECEIVED *vm*

Gail M. Letizia, Court Reporter  
16 Saxon Woods Park Drive  
White Plains, New York 10605

Christopher Steers, Village Manager  
Village of Port Chester  
222 Grace Church Street  
Port Chester, New York 10573

May 2, 2013

Dear Mr. Steers:

It has come to my attention that my contract with the Village of Port Chester as Court Stenographer is due for renewal.

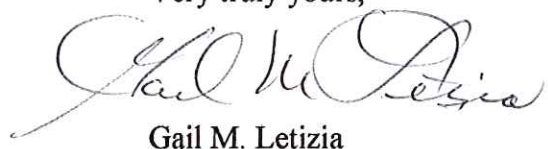
I have been employed with the Village since 1993. My contract expired May 31<sup>st</sup>, 2013. With your approval, I would like to continue my contract for another two (2) years at the same rates:

Monday, Thursday, Friday @\$225.00 per day, starting time 9:00 a.m. until 5:00 p.m. Any session running past 5:00 p.m. an additional \$50 per hour will be charged.

Wednesday night Small Claims Session @ \$150.00 per night until 10:00 p.m. Any session running past 10:00 p.m. an additional \$150.00 will be charged.

If, in the event, the need to hire an outside agency arises due to a conflict in my scheduling, the Village will pay fee of agency.

Very truly yours,



Gail M. Letizia

Cc: Regina Hill, Court Clerk

## AGREEMENT

THIS AGREEMENT, made the \_\_\_\_ day of May 2013 by and between VILLAGE OF PORT CHESTER, (hereinafter referred to as "Village "), a municipal corporation with an office at 222 Grace Church Street, Port Chester, New York, and GAIL LETIZIA, P.O. Box 588, Bronxville, New York 10708, (hereinafter referred to as "Contractor "), party of the second part.

WITNESSETH:

WHEREAS, the Village requires the services of a court reporter for the Port Chester Village Justice Court; and

WHEREAS, the Reporter wishes to be retained in such capacity all on the following terms and conditions: Now, therefore, the parties do mutually agree as follows:

1. This is a contract for professional services.
2. That such services will be provided on an "as needed" basis for the Justice Court with schedule and compensation to be as follows: Monday, Wednesday, Thursday and Friday, flat rate of \$225.00 per day; session starting at 9:00 a.m. until 5:00 p.m. After 5:00 p.m., an additional \$50/hour. Wednesday evenings, Small Claims Session — Flat rate of \$150.00; session starting at 7:00 p.m. until 10:00 p.m. Any session that is past 10:00 p.m. an additional flat rate of \$150.00 until conclusion of calendar.
3. That the Reporter will make herself available to the Court on reasonable notice for pre -trial conferences and jury trials or other such additional proceedings at a flat rate of \$225 per day.
4. That the Reporter may not assign this agreement or make any substitutions without reasonable notice and the prior consent of the Court Clerk and the presiding judge.
5. This agreement shall be for a term commencing on June 1, 2013 and ending on the 31 day of May, 2015, subject, however, to the right of either party to terminate this agreement at any time on sixty (60) days written notice to the other at the address shown above.
6. In performing these services, it is mutually agreed and understood that the Reporter shall be and all times acting and performing same as an independent contractor. Nothing in this agreement is intended to create an employer /employee relationship, or to allow the Village exercise control or direction over the manner or method by which the Reporter performs the services which are the subject of this agreement.
7. This agreement is entire and shall not be altered or amended except by a writing signed by the parties hereto.

8. In the event of a dispute or controversy between the parties arising out of or relating to this agreement, the parties agree that such disputes will be adjudicated in a court of competent jurisdiction in the State of New York.

9. This agreement shall be governed by and construed in accordance with the laws of the State of New York

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

VILLAGE OF PORT CHESTER

By \_\_\_\_\_  
Christopher D. Steers,  
Village Manager

\_\_\_\_\_  
GAIL LETIZIA

REPORT  
OF  
THE VILLAGE MANAGER



# Village of Port Chester

## Office of the Village Attorney

### MEMORANDUM

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TO: Mayor and Board of Trustees  
THRU: Christopher D. Steers, Village Manager  
FROM: Anthony M. Cerreto, Village Attorney  
DATE: May 3, 2013  
RE: Proposed Dog Park

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You have asked for an opinion as to the legal issues with regard to the dog park at Abendroth Park proposed by the Port Chester Dog Park Group.

#### 1. Need for a Local Law

The Board of Trustees would need to adopt a local law to facilitate the dog park.

Currently the Village Code requires dogs to be on-leash in the public ways and the parks. In another section of the Code, dogs are prohibited in the parks altogether. The Code would be amended by the addition of a new chapter of the Code that would authorize dogs to be off-leash in those areas of public parks designated as dog parks. The inconsistency in the Code would be eliminated.

Among other issues, the local law would also reference rules and regulations for the operation of the dog park. It would provide for a schedule of fees through a permit system.

A number of municipalities in the area have most recently adopted local laws facilitating dog parks. They can readily serve as a model for me to use in drafting a local law tailored to the Village.

#### 2. Liability

There are no special rules of municipal tort liability with regard to dog parks. General negligence principles of reasonable duty of care and foreseeability of harm apply. There is always the potential for additional exposure when dealing with animals of any kind. The more controlled the situation the better. The Village should segregate dogs by size, but that cannot eliminate all problems. State Agriculture and Markets Law prohibits breed-specific legislation (e.g. pitbulls), though some municipalities do anyways. The Village should exercise good loss control practices with clearly defined rules and regulations (hours of operation, owner accountability, clean up, vaccination, licensed dog, etc.); sufficient fencing, adequate resources to monitor the dog park while in operation, and provide for stringent enforcement of violations through the Police Department. Permit holders should execute waivers of liability and appropriate signage should be posted at the dog park.

#### 3. Insurance

In consulting with the Village's insurance company, the New York Municipal Insurance Reciprocal (NYMIR), there is currently no specific or additional premium charge or coverage needed for a municipal dog park. NYMIR has a few members which have dog parks. NYMIR indicates that this may change as it has recently experienced an increased number of requests for the addition of dog parks. It has had handled claims for dog

bites against members and some have been serious.

#### 4. Fees

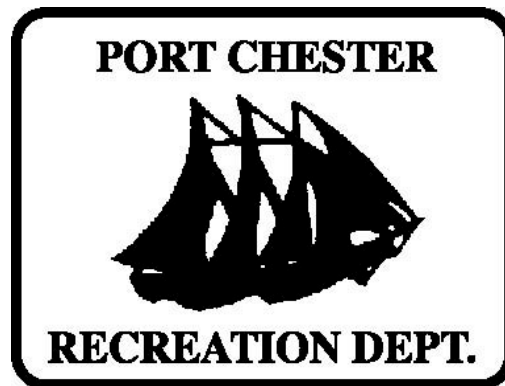
A public park is imbued with the public trust and, as such, nonresidents cannot be excluded from the dog park. In addition, Abendroth Park has been a large recipient of federal funding under the Community Development Block Grant Program (CDBG) through the Westchester County Consortium. Excluding non-residents may be in violation of the various agreements with the County and/or federal law.

However, the Village can charge non-residents a different (higher) permit fee to the extent that user fees do not pay for all of the costs of the operation of the dog park.

#### 5. New Rochelle Experience

The City of New Rochelle dog park was the subject of litigation in 2007. The suit was ultimately dismissed.

**DOG PARK  
2013**



**ABENDROTH PARK**

**PROPOSED DOG PARK  
ABENDROTH PARK  
(Upper Area)**

Location consists of sloped and flat land approximately under 1 acre.

**Primary concerns:**

1. Safety to residents and other dogs  
~ Layout; height of fencing, distance from playground,  
etc
2. Sanitation Problems
3. Enforcement of Facility
4. Parking for facility
5. Maintenance
6. Basic layout & features
7. Sample of rules
8. Yearly costs/ Fees for users

## **Safety & Layout**

- Dog must remain on leash and under owners control until safely within dog park fencing
- Separate areas, designated for Small Dogs (under 30lbs) Large Dogs and Dogs in Training
- Children under 16 not allowed unsupervised within Dog Park
- Currently there are security cameras in Abendroth Park with a direct feed to the Port Chester Police Department

## **Recommendations for layout other than basic fencing for added safety**

- Fenced walk way to and from dog park entrance to keep dogs away from playground area and other park patrons
- Plantings around the outside of the perimeter fencing for added barrier and aesthetic look
- Depending on fencing possibly add a sports wind screen to keep curious children hands out and dogs' snouts in

## **Sanitation Problems**

- Permit holders will be responsible for pick up of waste and to dispose of in the receptacles provided
- Possible clean up days scheduled throughout the year by Friends of Port Chester Dog Park

## **Enforcement of Facility**

- All permit holders will have to obtain a yearly pass for the dog park with current addresses and phone numbers (copy of current dog license to be submitted with application yearly)
- Permits whether a swipe card system or something similar will help monitor total number of users (violators will have permit revoked)
- Currently there are security cameras in Abendroth Park with a direct feed to the Port Chester Police Department
- Harrison uses a live web cam to help monitor the park and for permit holders to view prior to going to the Dog Park should they want to avoid a use when lot of dogs are in the park
- Park Attendants can make daily or weekly checks during the hours of operation (seasonally)
- Possible Park attendant monitoring dog park daily all year round will be address under - Yearly costs

## Parking for Facility

The parking lot would be opened for the hours of operation of the dog park daily

Signage will be put in place outside the Parking lot entrance

### PARKING LOT HOURS:

8:00 a.m. TO DUSK

ANY VEHICLES LEFT IN THE PARKING LOT  
WILL BE LOCKED IN AND SUBJECT TO  
TOWING AND IMPOUNDMENT  
CONTACT THE PORT CHESTER POLICE  
DEPARTMENT AT (914)939-1000

---

### HORAS DE ESTACIONAMIENTO:

8:00 a.m. HASTA EL ANOCHECER

CUALQUIER VEHICULO DEJADO EN EL  
ESTACIONAMIENTO SERA REMOLCADO  
POR LA GRUA Y CONFISCADO  
POR FAVOR CONTACTAR A LA POLICIA DE PORT  
CHESTER  
(914)939-1000

## Maintenance

- DPW staff maintains all Parks – grass cutting, removal of branches and leaves, empties garbage, repairs to facilities etc.
- Dog Park Facility would require emptying garbage's and refilling doggie bags as needed. This would be an added duty to DPW staff (Approximately 1-2 hours 3 times a week)
- Any fencing for the dog park would have to allow for easy access areas for DPW staff to be able to cut grass, remove leaves and access receptacles within the dog park area

## Basic layout & features

- Dog Park would include a double gated entrance area, which then opens to either the Small Dog, Dogs in Training, and Large Dog (All dog) areas
- Fencing would be around the entire perimeter of dog park at No less than 6 feet tall, ~ in the area located closest to the Soccer field higher fencing is necessary or possible netting to prevent any errant soccer balls entering the dog park
- Dog Park should be a safe distance away from children's play areas as well as include a possible fenced entrance for dog park users to and from the parking lot Recommended distance from playground at least 100 -150 feet
- Water fountain for both dogs and people can be placed within the double gate area (water shut off during winter months)
- Receptacles with doggie bags dispensers within the 3 different areas



# SAMPLE OF PORT CHESTER DOG PARK RULES

This park requires a special use permit

The Port Chester Dog Park is available only to dog owners who have obtained a permit from the Village of Port Chester. A violation of this provision or any of the Park Rules and Regulations will result in the forfeiture of any permit and may further result in the issuance of a summons.

**Hours of Operation:**

**8:00 a.m. to Dusk**

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- ❖ All dogs must be licensed, current with all shots, healthy and wearing a collar and identification at all times: owners must possess valid dog park permit and dog tag id
- ❖ Owners are legally responsible for their dogs and any injuries or damage caused by them
- ❖ All dogs must be leashed upon entering/exiting the enclosure – leashes must be in owners possession at all times
- ❖ Leaving dogs unattended is prohibited~dogs must be within owners voice control and in sight
- ❖ OWNERS MUST CLEAN UP AFTER THEIR DOGS AND DISPOSE OF USING WASTER RECEPTICALES PROVIDED
- ❖ Aggressive dogs are not permitted – Owners must remove their dogs upon the first sign of aggression
- ❖ Dogs must be accompanied by individuals 16 years or older
- ❖ No puppies less than 4 months of age ~No dogs in heat.
- ❖ Limit of three (3) dogs per person
- ❖ NO FOOD/DOG TREATS~Be cautious with dog toys, some don't like to share
- ❖ Young children in the Dog Park must be under constant supervision by a parent or supervising adult
- ❖ Fill any holes your dog digs
- ❖ Gates must remained closed at all times
- ❖ No more than 25 dogs at one time (Large Dog Area) 15 (Small Dog Area)

Reporting – Any incident, problem, violation, emergency, etc. Must be reported immediately to the Police Department (914) 939-1000

Responsibility – Any person bringing a dog into this facility assumes the legal responsibility, jointly and separately, with the owner of the dog, for any damage, disease or injury to persons, other dogs or property, caused by the dog. All persons using the facility, by entering it, agree to indemnify the Village of Port Chester and hold the Village of Port Chester harmless for any harm from use of this facility.

For the benefit of everyone in our community, please remember to leave our dog park nicer than you found it and ENJOY YOUR VISIT. Thank you

## Yearly costs/ Fees for users

- Dog baggies
- Garbage Bags
- Repairs to fencing and signage- vandalism and possible weather/tree damage
- Repairs to access system should it be an electronic opening (swipe cards)
- Park Attendant on duty –  
Seasonal Operation only  
April – October 8 a.m. – Dusk  
approx 308 hours per month 7 months at \$10 per hour \$21,560.00  
Year Round -12 months  
\$36,960.00
- Fees for users is a must to help cover yearly costs and retain control with yearly updated information. Prices in Westchester range from Free - \$50 for Residents \$100 for Non Residents – approximately 300 – 500 permit holder per year would be needed to cover Park Attendants monitoring
- Possible yearly donation from Friends of Port Chester Dog Park subsidize costs for repairs and improvements

# **New Rochelle Dog Park (Paws Place)**

**Location: Ward Acers**

## **Overview**

Each person who brings a dog into Paws Place is required to have a current Ward Acers Dog Permit for each dog. Permits may be obtained in the Parks and Recreation office daily from 8:30 am – 4:30 pm.

Dog owners must bring the current dog license for each dog along with proof of residency of the owner. This card is a photo ID for anyone living in the household who may be taking the dog into Paws Place. This ID must be carried at all time when in the park with the dog. Paws Place permits are valid for the calendar year (January 1 through December 31). For a complete list of rules, please click [here](#).

Paws Place permits can be renewed by mail if current dog license is valid.

## **Fees**

Annual fee schedule:

- New Rochelle Resident (up to four dogs) - \$50
- Non-New Rochelle Resident (up to four dogs) - \$100

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New Rochelle maintains a \$5,000 - \$7,000 yearly for maintenance (depends on any special project)

New Rochelle does not provide doggie bags, clean up is self policed by park users, and the Village only acts on complaints

Photo ID Cards are issued annually and must be on person using the park, there is no attendant enforcement is randomly conducted with NRPD sector officers on bicycles

Seasonal repairs are usually needed due to the type of fencing ( deer fence 6ft high)

## **Harrison Dog Park**

It is located on Crystal Street near Louis M. Klein Middle School. It is separated into two areas: one permits dogs under 14 inches or 25 pounds, and the other area allows dogs over 14 inches and 25 pounds.

Fee is twenty dollars for Harrison residents and fifty dollars for those who reside outside of the Town limits.

To apply for a membership, your dog must first be licensed in the State of New York. Dog License requires the most recent verification of your dog's rabies vaccination, as well as a verification if your dog is neutered or spayed

Current key cards will be valid through January 31, 2012. Key cards that are not renewed by that date will be deactivated.

Harrison Dog Park is self funded. The Town DPW staff cuts the grass and refills doggy bags as needed.

Harrison Dog Park uses a swipe card entry renewed yearly, there is no monitor/attendant on duty Harrison does have a live web cam available to users and staff to help oversee the park

# SLEEPY HOLLOW PARK INFORMATION

## Dog Park

Location: Kingsland Point Park  
(turn left at end of Palmer Avenue in Philipse Manor)  
Hours: 8 a.m. to Dusk  
For Permits Contact: Village Hall 914-366-5106

Dog Park Permit tags are available in the Village Clerk's office for \$25.

For further inquires please call 366 5106."

Situated at the south end of the upper parking lot of Kingsland Point Park, the Sleepy Hollow Dog Park is open to residents of Westchester County and requires a usage permit. The permit is available through the Village of Sleepy Hollow Town Hall; proof that your dog is licensed must accompany your completed application. The cost is \$25 per dog per year, and allows free parking in Kingsland Point Park during summer months. Dog owners are required to follow the posted rules and regulations.

The Park measures just under one-half acre, surrounded by tall trees to provide shaded areas for hot summer days and running water to prevent dehydration. Its wide open area gives dogs plenty of space to go out for a long pass during a game of fetch, room for a good rough-and-tumble, or for a game of chase and tag.

The rules and regulations are designed to keep the park healthy and safe for dogs and their owners. Keeping the park clean of dog waste, broken toys, food items, and holes is common sense etiquette that makes the park healthy and enjoyable for all. Stricter rules—for instance, no more than two dogs per adult, children under the age of 16 allowed only under the supervision of a parent, dogs showing aggression must be removed—keep both dogs and humans safe. Puppies under the age of four months are not allowed in the park for health and safety reasons.



More Than a Legend

# Village of Sleepy Hollow

28 Beekman Avenue  
Sleepy Hollow, NY 10591  
Telephone 914.366.5113 · Fax 914.332.7074

## Dog Park Permit Application

Kingsland Point Park

**Annual Fee: \$25 (1/1/09-12/31/09)**

Payable to: Village of Sleepy Hollow

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

|                                                                                                                                                                                                            |                                                                                                           |                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>OFFICE USE</b>                                                                                                                                                                                          | Permit #:                                                                                                 | Permit Expiration Date:               |
|                                                                                                                                                                                                            | Date Issued:                                                                                              |                                       |
|                                                                                                                                                                                                            |                                                                                                           |                                       |
| <b>OWNER</b>                                                                                                                                                                                               | <input type="checkbox"/> Sleepy Hollow Resident                                                           | <input type="checkbox"/> Non-Resident |
|                                                                                                                                                                                                            | Name:                                                                                                     | Phone Number:                         |
|                                                                                                                                                                                                            | Address:                                                                                                  | Cellular Number:                      |
| <i>Please attach a copy of your Dog license receipt</i>                                                                                                                                                    |                                                                                                           |                                       |
| <b>DOG IDENTIFICATION</b>                                                                                                                                                                                  | Breed: _____                                                                                              |                                       |
|                                                                                                                                                                                                            | Color: _____ Dog's Name: _____                                                                            |                                       |
|                                                                                                                                                                                                            | Dog License #: _____ Issued by: _____                                                                     |                                       |
|                                                                                                                                                                                                            | Vet Name: _____                                                                                           |                                       |
|                                                                                                                                                                                                            | <b>I agree to comply AT ALL TIMES with the rules and regulations (see over) adopted on June 27, 2006:</b> |                                       |
| Signature of owner _____                                                                                                                                                                                   |                                                                                                           |                                       |
| IS OWNER LESS THAN 18 YEARS OF AGE <input type="checkbox"/> YES <input type="checkbox"/> NO; IF YES, PARENT OR GUARDIAN SHALL BE DEEMED THE OWNER OF RECORD AND THE INFORMATION MUST BE COMPLETED BY THEM. |                                                                                                           |                                       |
| <b>* Permit fees are not refundable for any reason *</b><br><b>* Permits are not transferable *</b>                                                                                                        |                                                                                                           |                                       |

# SLEEPY HOLLOW DOG PARK RULES & REGULATIONS

*This park requires a special use permit*

**Hours of Operation:** 8:00a.m. to dusk

- ❖ Owners are legally responsible for their dogs and any injuries caused by them
- ❖ Dogs must be accompanied by individuals 16 years or older
- ❖ Dogs must be leashed upon entering and exiting the dog park
- ❖ Dogs and puppies must be properly licensed, inoculated and healthy
- ❖ Animals must wear collars and ID tags at all times
- ❖ Owners must clean up after their dogs. Dog waste must be bagged and disposed of in Dog Park receptacles
- ❖ Dogs showing aggression towards people or other animals will be removed from the park
- ❖ Animals who exhibit a history of aggressive behavior will not be allowed to enter the park
- ❖ Owners must not leave dogs unattended or be allowed out of sight.
- ❖ Young children in the Dog Park must be under constant supervision by a parent or supervising adult
- ❖ Dogs in heat will not be allowed in the park. Spayed/Neutered animals recommended
- ❖ Owners must carry a leash at all times. Dogs should be under voice control
- ❖ Gates must be closed at all times. Limit 2 dogs per person
- ❖ No Puppies less than 4 months of age
- ❖ No excessive noise or barking
- ❖ Fill in any hole your dog digs
- ❖ NO FOOD

**The Sleepy Hollow Dog run is available only to Westchester residents who have obtained a permit from the Village of Sleepy Hollow. A violation of this provision or any of the Park rules and regulations will result in the forfeiture of any permit and may further result in the issuance of a summons**

## Cortlandt Dog Park

The Dog Park is located at Sprout Brook Park. There are 2 areas, one for small dogs and an area for large dogs. This is an unattended facility, so we ask you, for the enjoyment of all dog owners, to supervise your pet. For more information please call the Recreation Department at 734-1051.

In order to keep track and send information, we would encourage all residents to register their dogs. You can find the application in downloadable forms under Recreation Brochure and Forms. Please fill it out and mail back to:  
Town of Cortlandt Recreation Division  
1 Heady Street  
Cortlandt Manor, NY 10567



### CORTLANDT DOG PARK RULES

For the benefit and enjoyment of all, please read and obey all rules.

#### Dog Park Rules & Regulations

#### PARTICIPATION AGREEMENT AND ASSUMPTION OF RISK AND LIABILITY INSURANCE

1. Dog Park closes at dusk daily.
2. No animals other than dogs may be brought into the fenced area.
3. All dogs must be leashed until safely inside the Dog Park and returned to a leash prior to exiting. Make sure gates are closed after entering and leaving the park.
4. Do not leave a leash on dogs in the park. Bring your leash into the park in case of emergency or altercation.
5. Dog owners must remain in the fenced area while their dogs are using the Dog Park. Owners must be in view of their dogs and have voice control at all times.
6. Children accompanying dog owners must be strictly supervised and at least 12 years old to be allowed inside unless accompanied by an adult.
7. Children under 10 years old not allowed (some dogs see small children as prey) in large dog area.
8. Children under 5 years old not allowed in the park.
9. Spectators should remain outside the fenced area.
10. Aggressive dogs and dogs in heat are not allowed.
11. Owners must immediately leash and remove dogs from the Dog Park at the first sight of aggressive behavior.
12. Please be courteous to others do not bring sick dogs to the park.
13. Owners must dispose of waste properly in the designated on-site containers. Owners must prevent dogs from digging holes.
14. While small bite-sized training treats are permitted, foods in bowls, long-lasting chews, or glass containers are not allowed.
15. No Smoking and no food are allowed inside of the Dog Park.
16. No more than three (3) dogs per person are allowed on any single visit.
17. Puppies less than four (4) months old are not permitted in the park.
18. Dogs must be licensed and vaccinated for rabies and DHLPP. Current license and rabies tags must be worn on the dog's collar at all times.
19. Owners are liable for any injury or damage caused by their dog and are fully responsible for their dog's actions.
20. Trainers are not allowed to use the park to conduct business
21. Any incident, problem etc. should be reported to Cortlandt Recreation and Parks 734-1050. Office is open Monday thru Friday 8:30am to 4pm.
22. In the event of an emergency call 911.

**Contact:** Town of Cortlandt, call 734-1050 or for **Emergency:** Call 911

**I Understand That:** Permission from the Town to use the Dog Park is conditional on compliance with the above dog park rules.

**I Also Understand and Agree That:** The dog park is to provide a fenced-in area where dog owners may bring their dogs and permit them to run freely with other dogs, and that unleashing my dog(s) and being present in an area where there are other people, including children, and other unleashed dogs, poses risks to others and myself and to my dogs(s) and the dogs and property of dogs, and I do hereby agree to assume such risks.

**I Further Agree To:** Release, discharge, hold harmless and indemnify the Town of Cortlandt and all of it's officials, agents, officers, employees and representatives from liability for any and all claims for injuries, damages and/or losses whatsoever to any person or animal (including but not limited to disability and death) or property which may arise out of, result from or be associated with the use of or presence on the dog park by myself and/or my dogs(s).

# Cortlandt Dog Park Registraton

MAIL TO: TOWN OF CORTLANDT DEPARTMENT OF RECREATION & CONSERVATION  
1 Heady Street  
Cortlandt Manor, NY 10567

NAME OF DOG OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ WORK NUMBER/CELL NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

NAME OF DOG(S): \_\_\_\_\_

DATE OF VACCINATION EXPIRATION(S): \_\_\_\_\_

DOG LICENSE #: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

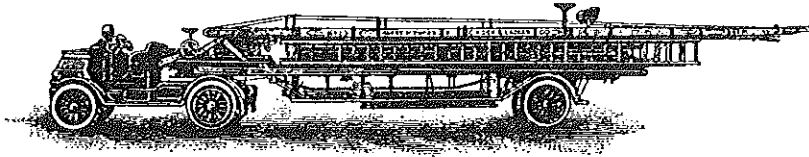
\_\_\_\_\_  
Owner's Signature (print and sign)

\_\_\_\_\_  
Date

**REPORT  
OF  
THE VILLAGE ATTORNEY**

# DISCUSSION

# CORRESPONDENCE



HARRY HOWARD HOOK & LADDER CO. NO. 1  
PORT CHESTER, N.Y. 10573

April 12, 2013

Honorable Mayor Neil J. Pagano and  
Members of the Village Board of Trustees  
Village of Port Chester  
222 Grace Church Street  
Port Chester, NY 10573  
Attn: Janusz Richards – Village Clerk

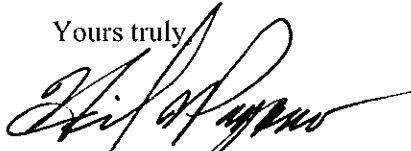


**Re: New Member – James Magrone**

Gentlemen:

The purpose of this letter is to inform you that on April 9, 2013, during the regularly scheduled monthly meeting of Harry Howard Hook & Ladder Company #1, the Company voted to accept James Magrone 87 Perry Avenue, Port Chester, NY 10573 into membership.

Yours truly



NEIL J. PAGANO  
Secretary



PUTNAM ENGINE & HOSE CO., NO.2

Organized October 4, 1854

Incorporated May 17, 1954

P.O. Box 933, Port Chester, NY 10573

May 1, 2013

VILLAGE OF PORT CHESTER  
VILLAGE CLERK  
222 Grace Church Street  
Port Chester, NY 10573

Attn: Janusz R. Richards

Dear Mr. Richards:

As of our May 2013 meeting, the Putnam Engine & Hose, Company No.2, has voted into the company the following three new members:

Dexter Ambrose  
52 Grove Street  
Port Chester, NY 10573

Jorge Robles  
8 Grace Church Street  
Port Chester, NY 10573

Jose Martin Vasquez  
333 Mamaroneck Avenue  
#379  
White Plains, NY 10605

Sincerely yours,  
PUTNAM ENGINE & HOSE COMPANY, NO. 2

Frank Cervinka  
Secretary

Enclosure  
cc: President Robert Gerardi



*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 Ponings Street

Harry Howard Hook &  
Ladder No. 1  
Port Chester Fire Patrol  
& Rescue Co., No. 1, Inc.  
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 PUTNAM Engine & Hose Co. 2 respectfully reports that at a meeting held  
on May 1, 2013

favorable action was taken on the following:

- Elected active members DEXTER AMBROSE
- Elected active exempt members \_\_\_\_\_
- Elected honorary members \_\_\_\_\_
- Members resigned \_\_\_\_\_
- Members expelled \_\_\_\_\_
- Members suspended \_\_\_\_\_
- Members died \_\_\_\_\_
- Badges returned (numbers) \_\_\_\_\_
- Remarks: \_\_\_\_\_

Secretary,

Address:

Frank Cervinka  
P.O. Box 933, Port Chester NY 10573



*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 Boningo Street

Harry Howard Hook &  
Ladder No. 1  
Port Chester Fire Patrol  
& Rescue Co., No. 1, Inc.  
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 PUTNAM Engine & Hose Co. 2 respectfully reports that at a meeting held  
on May 1, 2013 favorable action was taken on the following:  
Elected active members JOSE MARTIN VASQUEZ

Elected active exempt members \_\_\_\_\_

Elected honorary members \_\_\_\_\_

Members resigned \_\_\_\_\_

Members expelled \_\_\_\_\_

Members suspended \_\_\_\_\_


Members died \_\_\_\_\_

Badges returned (numbers) \_\_\_\_\_

Remarks: \_\_\_\_\_

Secretary,

Address:

  
P.O. Box 933 Port Chester N.Y. 10573



# Fire Department Village of Port Chester

WESTCHESTER COUNTY, N. Y.



Headquarters: Westchester Avenue and Boningo Street

Harry Howard Hook &  
Ladder No. 1  
Port Chester Fire Patrol  
& Rescue Co., No. 1, Inc.  
Mellor Engine & Hose Co.  
No. 3  
Washington Engine & Hose  
Co. No. 4  
Brooksville Engine & Hose  
Co. No. 5

*Companies:*

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

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

The PUTNAM Engine & Hose Co. 2 respectfully reports that at a meeting held  
on May 1, 2013 favorable action was taken on the following:

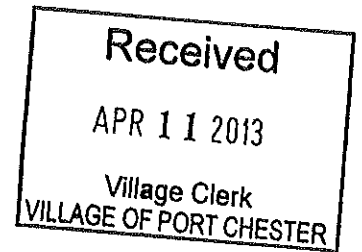
- Elected active members JORGE ROBLES
- Elected active exempt members \_\_\_\_\_
- Elected honorary members \_\_\_\_\_
- Members resigned \_\_\_\_\_
- Members expelled \_\_\_\_\_
- Members suspended \_\_\_\_\_
- Members died \_\_\_\_\_
- Badges returned (numbers) \_\_\_\_\_
- Remarks: \_\_\_\_\_

Secretary,

Address:

Frank Cervinka  
P.O. Box 933, Port Chester, NY 10573

VILLAGE OF PORT CHESTER  
PARK COMMISSION



April 11, 2013

Mayor Neil J. Pagano and Board of Trustees  
Village of Port Chester

Dear Mayor Pagano and Board of Trustees:

As Chairman of the Park Commission I highly recommend Ernie Tigani be appointed immediately to the Park Commission.

Sincerely,

A handwritten signature in black ink that reads "J. TERRANOVA".

Jerry Terranova  
Chairman



April 3, 2013

Mayor Pagano & Board of Trustees  
Port Chester, NY 10573

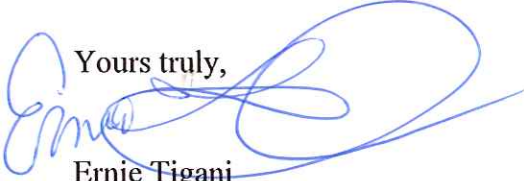
Dear Mayor Pagano and Board of Trustees,

My name is Ernie Tigani and I am writing to ask for your consideration to be appointed to the Port Chester Park Commission. It is my understanding that the Commission has at least 2 available seats opened to be filled.

I have lived in Port Chester for 35 years, and would love to be able to give my time back to the community, where I have an interest and experience.

Over my 35 years in the Port Chester Community I served on the Taxi Commissions for approximately 4 years, am a former volunteer fireman of 29 years, and currently am active as an Auxiliary Police Officer, Village Marshal for the court system, Rye Town Constable, works with the Port Chester Housing Authority and work seasonally for the Recreation Department as a Parks Attendant.

It would be an honor to serve with the other Commissioners on the Park Commission who work hard to oversee our Port Chester Parks as well as the Board of Trustees. I hope that you will give me consideration for this position and should you need to reach me or need references please feel free to call at (914)774-0728.

Yours truly,  
  
Ernie Tigani  
S. Regent Street  
Port Chester NY 10573

Cc: Parks Commission

Thomas F. Ceruzzi  
84 Hobart Ave  
Port Chester, N.Y.  
914-937-4087  
April 18, 2013

VILLAGE OF PORT CHESTER

APR 22 2013

RECEIVED

M

Honorable Mayor Neil Pagano

Dear Mayor

Having attended the recent board of trustees meeting on April 15, I noticed on the agenda that the village is in need of someone to chair the waterfront commission, having served for 15 years on various boards I feel iam more than qualified to handle this position. Being retired my time is my own and I feel I could handle the job . If you need to contact me feel free at anytime.

Sincereley  
Thomas F. Ceruzzi



Village Clerk

VILLAGE OF PORT CHESTER

330 Irving Avenue  
Port Chester, NY 10573

APR 19 2013

RECEIVED

M

April 7, 2013

Neil J. Pagano  
Mayor's Office  
222 Grace Church Street  
Port Chester, New York 10573

Dear Mr. Pagano,

I am writing to inform you of my avid interest in volunteering to fill a vacant position on the Village of Port Chester's Board of Ethics. Through direct consultation with the instructor of my *Ethics* course, and after extensive personal research for openings within Port Chester's governmental boards and commissions, I ultimately discovered the opening within the Board of Ethics. I am remarkably attracted to the challenging and necessary duty that the Board of Ethics carries forth in the name of our village. The opportunity to play a role in the promotion of justice and morality throughout Port Chester, as well as being able to service our local government and residents, have both compelled me to apply for the position.

My unwavering desire to work within government is one of my primary reasons for volunteering to serve as a member of the Board of Ethics. My lifelong social identity, public service, work experience, and undergraduate education indicate that I would meaningfully complement the mission, and benefit the functions of, the Board of Ethics. The board's focus on serving the public and maintaining morality would undoubtedly provide me with the necessary tools and resources that would allow me to effectively serve my community and promote social justice. As a double-major in Philosophy and Black Studies, I have developed my critical thinking and writing skills to an extent which will prove to be beneficial when analyzing legal and non-legal documents, when drafting correspondence or amendments to the Code of Ethics, and when providing advisory opinions to officers and employees within the Village of Port Chester.

In May, I expect to be a college graduate possessing a reputable skill set coupled with esteemed personal qualities. One of my most noteworthy personal qualities is that I am extremely organized. Consequently, I am able to remain on top of tasks that need to be accomplished. I also consider myself to be an excellent listener. Listening remains a critical communication skill that can save individuals time, effort, and stress if done properly. For instance, working as part of a wait staff in the restaurant of a private club requires that I pay close attention to what members, guests, co-workers, cooks, and managers are communicating to me, or the results could be disastrous. Moreover, during my time as an undergraduate, I have served on the university's Student Senate, the university's Budget and Finance Committee, and on the Dean's Student Advisory Board. I extensively comprehend, as well as have practical experience with, utilizing Robert's Rules of Order during the operation of board meetings to allow for a certain degree of order and mutual respect to be maintained. These and other attributes would allow me to effectively serve as a member of the Board of Ethics.

Acquiring a position on the Village of Port Chester's Board of Ethics would be an ideal and life-changing experience. Attached you will find a copy of my résumé, as well as a copy of my unofficial undergraduate transcript, for your consideration. I wish to request a personal interview to further demonstrate my eagerness to become a contributing member of our local government. I would also like to extend my gracious thanks for considering my application, as well as for your valuable time. I can be contacted at your convenience either by telephone at (914) 393-1740, or via e-mail at [mathewjohnjr@yahoo.com](mailto:mathewjohnjr@yahoo.com). I look forward to hearing from you in the near future.

Respectfully yours,

*Mathew John*

Mathew John, Jr.

# MATHEW JOHN, JR.

330 Irving Avenue • Port Chester, NY 10573 • (914) 393-1740 • mathewjohnjr@yahoo.com

OBJECTIVE: To fill a vacant position on the Village of Port Chester's Board of Ethics.

## EDUCATION

State University of New York at New Paltz                      New Paltz, NY                      May 2013  
Bachelor of Arts, Philosophy & Black Studies                      GPA: 3.62

## ACADEMIC ACCOMPLISHMENTS & AWARDS

Honors Program, SUNY New Paltz: Accepted Spring 2011  
Phi Eta Sigma National Honor Society, SUNY New Paltz Chapter: Inducted Spring 2011  
Dean's List, SUNY New Paltz: Spring 2010, Fall 2010, Spring 2011, Fall 2011, Spring 2012, Fall 2012  
Certificate of Merit, Westchester County Board of Legislators: Spring 2013

## LEADERSHIP EXPERIENCE

**New York Public Interest Research Group**                      New Paltz, NY                      January 2013 - Present  
*Intern, SUNY New Paltz Chapter*  
▪ Develop skills in public speaking, writing for advocacy, policy research, time management, event planning, coalition building, and media outreach

**Office of Student Affairs**                      New Paltz, NY                      August 2012 - Present  
*Student Advocate*  
▪ Accompanying and supporting students involved in campus judicial process to and through initial conferences, disciplinary hearings, and appeals

**Office of Undergraduate Admissions**                      New Paltz, NY                      August 2012 - Present  
*Student Ambassador*  
▪ Leading prospective students and their families on weekly campus tours

**Scholar's Mentorship Program**                      New Paltz, NY                      August 2011 - May 2012  
*Peer Mentor*  
▪ Advised underrepresented students of color about campus resources, academic offices, and social programs

## EXPERIENCE

**American Yacht Club**                      Rye, NY                      May 2011 - Present  
*Waiter*  
▪ Answer questions regarding prices, substitutions, quality, and availability of menu items

**University Police**                      New Paltz, NY                      August 2011 - May 2012  
*Campus Escort Service*  
▪ Enabled students to travel from point to point on campus with greater sense of security

**Playland Amusement Park**                      Rye, NY                      June 2006 - August 2009  
*Game Booth Operator*  
▪ Handled monetary exchanges and persuaded park patrons to participate in games

## VOLUNTEER EXPERIENCE

**Mamaroneck Emergency Medical Service**                      Mamaroneck, NY                      December 2012 - Present  
*Squad Member*  
▪ Respond to local emergency calls; provide efficient and immediate pre-hospital care to critically ill and injured patients

**Corpus Christi Youth Center**                      Port Chester, NY                      September 2007 - May 2010  
*Staff Member*  
▪ Assisted, supervised, and interacted with local youth in the community

## SKILLS & CERTIFICATIONS

▪ Certified by NYS Department of Health as an Emergency Medical Technician - Basic (EMT-B)  
▪ Written and oral fluency in the Spanish language

# Unofficial Transcript

Student No: N02047818  
 Record Of: John, Mathew

State University of New York  
 College at New Paltz  
 1 Hawk Drive  
 New Paltz, New York 12561  
 (845) 257-3100  
 Date Issued: 3/1/2013

Issued To:

Mathew John via Web

Degree Number: 1  
 Degree Sought: Bachelor of Arts

Program : Bachelor of Arts  
 College : Liberal Arts and Science  
 Major : Philosophy  
 Major : Black Studies

| SUB NO. | COURSE TITLE | CRED | GRD | R | PTS |
|---------|--------------|------|-----|---|-----|
|---------|--------------|------|-----|---|-----|

UNDERGRADUATE CREDIT FOR SOUGHT DEGREES:

INSTITUTION CREDIT:

Fall 2009

|                     |                              |             |    |  |       |
|---------------------|------------------------------|-------------|----|--|-------|
| ENG 160             | Composition I:FYI            | 3           | A- |  | 11.01 |
| FRN 101             | Elementary French I          | 3           | B+ |  | 9.99  |
| PHI 120             | Intro to Philosophy:Classics | 3           | B  |  | 9.00  |
| POL 216             | American Govt and Politics   | 4           | C+ |  | 9.32  |
| PSY 193             | Social Issues                | 3           | A  |  | 12.00 |
| Semester Ehrs: 16   |                              | QPts: 51.32 |    |  |       |
| GPA-Hrs: 16         |                              | GPA: 3.20   |    |  |       |
| Cumulative Ehrs: 16 |                              | QPts: 51.32 |    |  |       |
| GPA-Hrs: 16         |                              | GPA: 3.20   |    |  |       |

Good Standing

Spring 2010

|                     |                             |              |   |  |       |
|---------------------|-----------------------------|--------------|---|--|-------|
| BIO 170             | Human Biology               | 3            | A |  | 12.00 |
| BLK 200             | Introduction to Africa      | 3            | A |  | 12.00 |
| ENG 180             | Composition II              | 3            | A |  | 12.00 |
| FRN 102             | Elementary French II        | 3            | A |  | 12.00 |
| PSY 199             | Self Commun and Citizenship | 1            | S |  | .00   |
| THE 235             | Introduction to Theatre     | 3            | A |  | 12.00 |
| Semester Ehrs: 16   |                             | QPts: 60.00  |   |  |       |
| GPA-Hrs: 15         |                             | GPA: 4.00    |   |  |       |
| Cumulative Ehrs: 32 |                             | QPts: 111.32 |   |  |       |
| GPA-Hrs: 31         |                             | GPA: 3.59    |   |  |       |

Dean's List  
 Good Standing

Fall 2010

|         |                          |   |    |  |       |
|---------|--------------------------|---|----|--|-------|
| BLK 250 | Malcolm X Man and Times  | 3 | A  |  | 12.00 |
| BUS 271 | Legal Environmt Business | 3 | B  |  | 9.00  |
| PHI 320 | God, World, and Soul     | 3 | A- |  | 11.01 |

\*\*\*\*\* CONTINUED ON NEXT COLUMN \*\*\*\*\*

| SUB NO. | COURSE TITLE | CRED | GRD | R | PTS |
|---------|--------------|------|-----|---|-----|
|---------|--------------|------|-----|---|-----|

Institution Information Continued:

|                     |                 |              |    |  |       |
|---------------------|-----------------|--------------|----|--|-------|
| SOC 100             | Intro Sociology | 3            | A- |  | 11.01 |
| THE 230             | Intro to Acting | 3            | B+ |  | 9.99  |
| Semester Ehrs: 15   |                 | QPts: 53.01  |    |  |       |
| GPA-Hrs: 15         |                 | GPA: 3.53    |    |  |       |
| Cumulative Ehrs: 47 |                 | QPts: 164.33 |    |  |       |
| GPA-Hrs: 46         |                 | GPA: 3.57    |    |  |       |

Dean's List  
 Good Standing

Spring 2011

|                     |                          |              |    |  |       |
|---------------------|--------------------------|--------------|----|--|-------|
| BLK 100             | Intro to Black Studies   | 3            | A- |  | 11.01 |
| CMH 214             | Storytelling and Culture | 3            | A  |  | 12.00 |
| PHI 215             | Modern Philosophy        | 3            | A- |  | 11.01 |
| PHI 252             | East Asian Philosophy    | 3            | B+ |  | 9.99  |
| PHI 314             | 19th-Century Philosophy  | 3            | B+ |  | 9.99  |
| Semester Ehrs: 15   |                          | QPts: 54.00  |    |  |       |
| GPA-Hrs: 15         |                          | GPA: 3.60    |    |  |       |
| Cumulative Ehrs: 62 |                          | QPts: 218.33 |    |  |       |
| GPA-Hrs: 61         |                          | GPA: 3.57    |    |  |       |

Dean's List  
 Good Standing

Fall 2011

|                     |                            |              |    |  |       |
|---------------------|----------------------------|--------------|----|--|-------|
| BLK 269             | Black Poetry and Drama     | 3            | A- |  | 11.01 |
| BLK 330             | Race and Racism in US Hist | 3            | A  |  | 12.00 |
| BLK 420             | Counsl Undrreprsnted Stu   | 3            | A- |  | 11.01 |
| PHI 201             | Symbolic Logic             | 3            | A- |  | 11.01 |
| PHI 211             | Ancient Greek Philosophy   | 3            | B  |  | 9.00  |
| PHI 306             | Biomedical Ethics          | 3            | A  |  | 12.00 |
| Semester Ehrs: 18   |                            | QPts: 66.03  |    |  |       |
| GPA-Hrs: 18         |                            | GPA: 3.66    |    |  |       |
| Cumulative Ehrs: 80 |                            | QPts: 284.36 |    |  |       |
| GPA-Hrs: 79         |                            | GPA: 3.59    |    |  |       |

Dean's List  
 Good Standing

Spring 2012

|                     |                          |              |    |  |       |
|---------------------|--------------------------|--------------|----|--|-------|
| BLK 335             | Blacks and American Law  | 3            | B  |  | 9.00  |
| BLK 490             | Seminar in Black Studies | 3            | A  |  | 12.00 |
| HON 393             | Poetry and Performance   | 3            | A  |  | 12.00 |
| PHI 471             | Theory of Knowledge      | 3            | B+ |  | 9.99  |
| Semester Ehrs: 12   |                          | QPts: 42.99  |    |  |       |
| GPA-Hrs: 12         |                          | GPA: 3.58    |    |  |       |
| Cumulative Ehrs: 92 |                          | QPts: 327.35 |    |  |       |

\*\*\*\*\* CONTINUED ON PAGE 2 \*\*\*\*\*

If you are repeating a course in the current semester, refer to your progress report for the actual completed credit total, not the transcript total.

# Unofficial Transcript

Student No: N02047818  
Record Of: John, Mathew

State University of New York  
College at New Paltz  
1 Hawk Drive  
New Paltz, New York 12561  
(845) 257-3100  
Date Issued: 3/1/2013

| SUB NO. | COURSE TITLE | CRED | GRD | R | PTS |
|---------|--------------|------|-----|---|-----|
|---------|--------------|------|-----|---|-----|

Institution Information Continued:

|          |    |      |  |  |      |
|----------|----|------|--|--|------|
| GPA-Hrs: | 91 | GPA: |  |  | 3.59 |
|----------|----|------|--|--|------|

Dean's List  
Good Standing

Fall 2012

|                  |                            |     |       |  |        |
|------------------|----------------------------|-----|-------|--|--------|
| BLK 201          | Black History 1            | 3   | B+    |  | 9.99   |
| HON 375          | Alternative Epistemologies | 3   | A     |  | 12.00  |
| HON 393          | Selected Topics Honors     | 3   | A-    |  | 11.01  |
| PHI 304          | Ethics                     | 3   | A     |  | 12.00  |
| PHI 330          | Chinese Philosophy         | 3   | A     |  | 12.00  |
| Semester Ehrs:   |                            | 15  | Qpts: |  | 57.00  |
| GPA-Hrs:         |                            | 15  | GPA:  |  | 3.80   |
| Cumulative Ehrs: |                            | 107 | Qpts: |  | 384.35 |
| GPA-Hrs:         |                            | 106 | GPA:  |  | 3.62   |

Dean's List  
Good Standing

\*\*\*\*\* UNDERGRADUATE TOTALS FOR SOUGHT DEGREES \*\*\*\*\*

|             |          |     |       |  |        |
|-------------|----------|-----|-------|--|--------|
| INSTITUTION | Ehrs:    | 107 | Qpts: |  | 384.35 |
|             | GPA-Hrs: | 106 | GPA:  |  | 3.62   |
| TRANSFER    | Ehrs:    | 0   | Qpts: |  | .00    |
|             | GPA-Hrs: | 0   | GPA:  |  | .00    |
| OVERALL     | Ehrs:    | 107 | Qpts: |  | 384.35 |
|             | GPA-Hrs: | 106 | GPA:  |  | 3.62   |

IN-PROGRESS COURSES:

Spring 2013

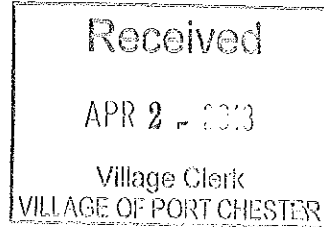
|         |                               |   |    |  |      |
|---------|-------------------------------|---|----|--|------|
| BLK 350 | Contemp Social Issues         | 3 | IP |  | 0.00 |
| BLK 494 | Fieldwork in Black Studi      | 3 | IP |  | 0.00 |
| BUS 301 | Internship & Career Practicum | 1 | IP |  | 0.00 |
| BUS 393 | Leadership Seminar            | 1 | IP |  | 0.00 |
| PHI 490 | Seminar: William James        | 3 | IP |  | 0.00 |
| PHY 206 | Exploring the Universe        | 3 | IP |  | 0.00 |
| SOC 250 | Crime and Society             | 3 | IP |  | 0.00 |

\*\*\*\*\* END OF TRANSCRIPT \*\*\*\*\*

If you are repeating a course in the current semester, refer to your progress report for the actual completed credit total, not the transcript total.

4/22/2013

Giuseppie Guglielmo  
G&A Entertainment Corporation  
451 North Main Street  
Port Chester, New York 10573  
914-522-1322-Cell 914-305-6244-Fax  
Delivered via: Certified Mail -70111570000130819523



Mayor Neal Pagano  
222 Grace Church Street  
Port Chester, New York 10573

Dear Mayor Pagano,

I would like to bring to your attention as business owner in the Village of Port Chester, the major problem that we are having with the recently passed parking law. Back on January 22, 2013 the prior administration has passed a new law under the "Nighttime Parking section of the Village code. Before 1/22/2013 you could not park north of the Railroad Bridge to the Connecticut line from 4:30am to 6:00am. So for the business that was located in this area this was great for our business. Because we were open until 4:00am so this local law gave our customers 30 minutes to get their cars moved once the bar has closed. But with the passage of Section 319-75a/Section 319-21a you are not allowed to park from 1:00am to 6:00am. As a business owner that has been given permission by the State to be open to 4am. This with the early parking has not only caused me at loss of revenue but the other businesses that are open. I understand this is a mixed area with both residential and commercial, But the resident should have to understand that we also pay taxes and if the business are closed this is loss tax revenue for the village. When you buy a home on the main street of a town next to 2 bars there is going to be some noise. So as a business owner in the village for over 15 years,

I would like to make the following suggestion to both you and the board of trustees.

1. What if the Village looked in to the possibility of installing 3 parking machines north of the railroad bridge to the Connecticut line. I'm not sure if it could be programed but the charge for the time from 1am to 4am should be \$5.00 per car.

2. The installation of parking meters and the charge could be \$0.25 per 15 min. This would be posted in the business. And all patrons would be told to put money in the meters.

The reason that I ask that the Village revisit this law is that most of the business to the bars is after 1:30am. And with the police enforcing the parking law it has cause a large decrease in the business. And if the police do their job we still have a person in the community complaining. We all pay taxes in the village and we need to work together.

In closing Mr. Mayor I would like to be able to call your office one day next week to set up a meeting with you or your village representative to further discuss this problem. And to be able to come to a profitable solution for the village, the community, and the business owners.

Should you or anyone on your staff have any further question on this matter, Please feel free to contact myself or Mr. Jim Turner at 914-374-5903.

Respectfully submitted,



Giuseppe Guglielmo

President

G&A Entertainment Corporation

CC:

Deputy Mayor Terenzi

Village Manager Steers

Village Attorney Cerreto

Village Clerk Richards

Chief of Police Krzeminski

Traffic Sgt. C. Vaccaro

**From:** [Pagano, Neil \(Mayor\)](#)  
**To:** [Richards, Janusz R](#)  
**Subject:** FW: Town of Port Chester- Caring & Loving Foundation  
**Date:** Monday, April 29, 2013 10:43:32 AM

---

**From:** Hilario Albert [mailto:stpeterspc@gmail.com]  
**Sent:** Friday, April 26, 2013 5:35 PM  
**To:** Pagano, Neil (Mayor)  
**Cc:** sadywodraska@aol.com  
**Subject:** Town of Port Chester- Caring & Loving Foundation



April 26, 2013

Dear Mr. Neil Pagano  
Mayor of Port Chester

The Caring & Loving Foundation would like to thank the town of Port Chester for the use of Lyon Park last year on July 29<sup>th</sup>, 2012 to hold our very successful “2<sup>nd</sup> Annual Cultural Festival”.

At this time the foundation respectfully requests to the town of Port Chester to reserve Lyon Park for our “**3rd Annual Cultural Festival**” for the Sunday July 14<sup>th</sup>, 2013 from 12:00 noon to 7:00pm, similar to last year festival we anticipate approximate, fifteen merchants vendors and six food vendors with approximately 300 people attending. We would also request the use of the show mobile stage for the musical entertainment. The Foundation will be responsible to clean the park and remove refuse as we did last year.

We look forward to working with you and the park staff again to provide our town with this exciting event. Please contact Sady Palma at (914) 720-6668 or email at [sadywodraska@aol.com](mailto:sadywodraska@aol.com) to set up a meeting with your office and the park staff.

Sincerely,

Sady Palma Wodrasca  
Caring & Loving Foundation  
Executive Director



Warner Brothers Pictures, Inc.

Mayor Neil Pagano and Board of Trustees  
Cc: Janusz R. Richards, Village Clerk

Village of Port Chester  
222 Grace Church Street  
Port Chester, NY 10573

May 1, 2013

Mayor Pagano, Mr. Richards, Board,

I would like to request on behalf of our production permission to utilize a Port Chester Fire Department pumper truck as a picture vehicle in the film we are shooting. We will be filming a sequence in the parking lot of Congregation KTI at 575 King Street in Port Chester which will portray a fire alarm induced evacuation of a service in the temple on Monday, May 13<sup>th</sup> from about 12 noon until about 7 pm and would very much like to have one of your FD trucks there portraying the rapid response of the fire department in our fictional town of "Elmbrook" to the alarm. We would require the truck to be with us with a minimum crew of firefighters also supplied by your FD for that period. The truck would probably be stationary most of the time, but we might want it to pull up and stop and we'd probably want to run the wigwag lights while we are filming. We would be pleased to pay reasonable day rates for the fire fighters's time and if they are used on camera they would also receive vouchers for "extra" pay. We will fabricate magnetic decals to cover the Port Chester seals on the truck that will have our fictional town seal on them, these will leave no blemish or residue on the truck when they are removed at the end of filming.

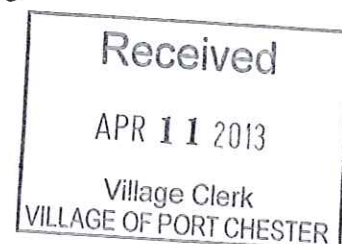
Please let me know as soon as you can whether this is approved by yourselves as if it is not I will need to hurry to make alternative arrangements for a fire truck from another fire company.

Thank you for your consideration of this request.

Peter Gelfman  
Property Master

# *Church of Our Lady of the Rosary*

22 Don Bosco Place  
Port Chester, NY 10573



April 11, 2013

Mayor and Board of Trustees  
Village of Port Chester  
222 Grace Church Street  
Port Chester, NY 10573

Dear Mr. Mayor and Village Trustees,

Caritas of Port Chester, located at Our Lady of the Rosary Church, seeks your support for the opportunity to partner with the Port Chester Senior Community Center and the Westchester County Food Bank in the Mobile Food Pantry project. The mobile food pantry would come to the Senior Center twice a month, providing the opportunity for all Village seniors to access a full range of food in an open pantry set up on tables adjacent to the Food Bank vehicle in the Senior Center parking lot.

The plan is to bring the mobile food pantry to the Senior Center twice a month either from 9-11 a.m. or 12:30-2:30 p.m. on a set day of the week to be determined. As suggested by the Food Bank, we would begin with a distribution to 100 people. All costs would be assumed by Caritas of Port Chester.

Insurance will be provided by Holy Rosary Church. The necessary document will be forwarded prior to your next meeting. Caritas will also take responsibility to recruit the required volunteers, some of whom could be Senior Center members.

We hope that you will be able to address this request at your next board meeting, as we would like to begin the project as soon as possible.

Thank you very much for your consideration of this request.

Sincerely,

A handwritten signature in blue ink that reads "Frank Slobig".

Frank Slobig  
Outreach Coordinator  
Caritas of Port Chester

**Caritas of Port Chester, Holy Rosary Church Outreach**

**Frank & Judy Slobig—Frank—202-680-2501 Judy—202-779-1415**

**Have insurance under Holy Rosary Church**

**Would like to bring this mobile food pantry to the senior center parking lot twice a month.**

**They will supply volunteers. All village seniors are welcome but van can only do 100 seniors at a time, that is why they want twice a month.**

**Van would be here 9 a.m. – 11 a.m. or 12:30-2:30 and take up 3 parking spaces by the kitchen door.**



LEADING THE CHARGE TO END HUNGER

## Food Bank for Westchester's Kraft Mobile Food Pantry

*Bringing fresh food to those in need*



- |                 |                  |              |
|-----------------|------------------|--------------|
| Frozen Meat     | Fresh Vegetables | Condiments   |
| Bakery Products | Beverages        | Canned Beans |
| Rice            | Pasta            | Cereal       |
- All items subject to change based on availability*

For information please contact Erica B. Santiago, Agency Relations Manager  
[Erica.santiago@foodbankforwestchester.org](mailto:Erica.santiago@foodbankforwestchester.org) or 914-923-1100 x 213



## **Estimated Volunteers and Time Segments Needed for Food Bank for Westchester's Kraft Mobile Pantry**

### **Total for Registration at all times – 2 Volunteers**

1:20 hrs. (discontinue registering 10mins before closing the distribution)

One to two volunteers to register shoppers and distribute the correct colored pantry bag..

2:00 hrs.

One volunteer to gather recipients in groups of five to start, and then allow the line to flow continuously to shop. We might call this a "feeder" of shoppers. This could also be split into segments.

### **Total behind the tables- 4 Volunteers**

1:50 hrs.

Four to Five volunteers to load tables before we begin and to re-stock the tables during the distribution.

**5 to 7 volunteers are required in total (more is always a plus), 1 volunteer for registration, 1 volunteer for feeding the shoppers through, 4 volunteers to stock tables and 1 volunteer to move along the end of the shopping line. The more volunteers the quicker and smoother the distribution. If additional volunteers are present volunteers should walk through the shopping line to assist with product choices.**

\* Volunteers will be trained in one group by the Food Bank for Westchester staff member. Any volunteer arriving after will be trained by the person they are taking over for or joining.



## Essential Policies for Hosting a Food Bank for Westchester Kraft Mobile Food Pantry Distribution

- No food may be placed on the ground, including boxes of produce, Tables or crates may be used to elevate the food. Unload enough products to start your distribution and use the truck bays to hold the additional product until it is needed.
- A designated parking lot or site that is large enough for our truck as outlined in the Member Agency Agreement to drive into must be provided.
- Any food left at the end of the distribution may be returned to the truck or stored by the host agency pending approval from the Kraft Mobile Food Pantry Operator.
- You need to provide at least 5-7 volunteers who do not receive product from the truck. If you would like to serve needy consumers who are also volunteering, they need to take an equal amount of product at the end of the distribution process. Loading volunteers' cars with product previous to the general distribution is not permitted. This is viewed as unfair to those waiting in line and in general is not a good practice.
- The majority of volunteers should be able to lift 30 lbs. or more to assist with the Kraft Mobile Food Pantry distribution:



**MOBILE PANTRY DISTRIBUTION INFORMATION**

Requested Distribution Schedule:

1. Please circle the dates you would like to host the Mobile Pantry. Agencies are welcome to request the Mobile Pantry as often as you would like, for example this can be weekly, bi-weekly or monthly. Please note that chosen dates cannot be guaranteed.

*Scheduling for the 2013-2014 fiscal year will begin in June.*

| FEBRUARY |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    |    |    |    |
|          |    |    |    |    | 15 | 16 |
|          |    | 19 | 20 | 21 | 22 | 23 |
|          | 25 | 26 | 27 | 28 |    |    |

| MARCH |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
|       |    |    |    |    | 1  | 2  |
|       | 4  | 5  | 6  | 7  | 8  | 9  |
|       | 11 | 12 | 13 | 14 | 15 | 16 |
|       | 18 | 19 | 20 | 21 | 22 | 23 |
|       | 25 | 26 | 27 | 28 | 29 | 30 |

| APRIL |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
|       | 1  | 2  | 3  | 4  | 5  | 6  |
|       | 8  | 9  | 10 | 11 | 12 | 13 |
|       | 15 | 16 | 17 | 18 | 19 | 20 |
|       | 22 | 23 | 24 | 25 | 26 | 27 |
|       | 29 | 30 |    |    |    |    |

| MAY |    |    |    |    |    |    |
|-----|----|----|----|----|----|----|
| S   | M  | T  | W  | T  | F  | S  |
|     |    |    | 1  | 2  | 3  | 4  |
|     | 6  | 7  | 8  | 9  | 10 | 11 |
|     | 13 | 14 | 15 | 16 | 17 | 18 |
|     | 20 | 21 | 22 | 23 | 24 | 25 |
|     |    | 28 | 29 | 30 | 31 |    |

| JUNE |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| S    | M  | T  | W  | T  | F  | S  |
|      |    |    |    |    |    | 1  |
|      | 3  | 4  | 5  | 6  | 7  | 8  |
|      | 10 | 11 | 12 | 13 | 14 | 15 |
|      | 17 | 18 | 19 | 20 | 21 | 22 |
|      |    |    |    |    |    |    |

1. What time would you like to host the Mobile Pantry on your chosen days?

|                                             |                |    |                |
|---------------------------------------------|----------------|----|----------------|
| <b>Circle Morning, Afternoon or Evening</b> |                |    |                |
| M9:00-11:00 & A12:30-2:30                   |                |    |                |
| Thursday Evening 4:30-6:30pm                |                |    |                |
| Tuesday-                                    | 9am-11am       | OR | 12:30pm-2:30pm |
| Wednesday-                                  | 9am-11am       | OR | 12:30pm-2:30pm |
| Thursday-                                   | 12:30pm-2:30pm | OR | 4:00pm-6:00pm  |
| Friday-                                     | 9am-11am       | OR | 12:30pm-2:30pm |
| Saturday-                                   | 9am - 11am     |    |                |



May 2, 2013

Port Chester Village  
22 Grace Church Street  
Port Chester, NY 10573

Dear Mr. Mayor and Port Chester Village Board of Trustees,

Thank you for the opportunity to come before you at the Public Hearing on April 29, 2013 and for your consideration to be included for funding in this year's budget. We respectfully request \$5,000 from your Youth line item in the proposed budget in order to expand our reach to Port Chester youth through free after school classes and family workshops. We are aware the village has contracted organizations to provide artistic services to Port Chester residents, and we seek to begin a similar contract.

As you know, Clay Art Center (CAC) is a nationally recognized 501(c)(3) non-for-profit arts center. Clay Art Center has been a champion for the arts in the community and is the largest and most active ceramic facility in the tri-state area, offering classes, camps and workshops for all ages and skill levels seven days a week. Our gallery and shop are open to the public 6 days a week, and admission is free. Believing strongly that the arts have the ability to touch and enrich lives, our mission is to offer a stimulating space for studio practice, exhibition and educational opportunities to better serve the community. Our vision is to "kindle a passion for the ceramic arts and provide a community for that passion to flourish."

Clay is a metaphor for what anyone can achieve when given the opportunity. It is a unique medium. It's messy. It's tactile. You start with a moist, dark lump of clay and from these humble beginnings, magic happens. You work with your hands, slowly creating something from nothing. After your piece is fired, it is transformed into something radically different; something solid and beautiful.

Working with clay is enriching and it helps develop patience, self-discipline and creative problem-solving skills. We have repeatedly observed that students improve their ability to listen, to concentrate and to communicate when they are engaged and challenged. Students are truly transformed through clay. The head of Don Bosco Community Center's youth programs declares that they send us kids with the most severe behavioral issues and is amazed how clay "whips them into shape."

**Project Description:** Our goal is to expand our connection to underserved members of the Port Chester community by increasing the amount of free programming we offer. We would like to help amend the lack of arts programming in the Port Chester School District and in the Village itself by offering free after school clay classes and family workshops to residents in great financial need.

**Objectives:** We seek to provide a place that is welcoming to local residents and where they will feel empowered and comfortable entering our doors. We hope that residents will integrate regular visits to our center into their lives, and Clay Art Center as a valuable community resource that makes their lives more meaningful. This programming will also serve as a feeder program to identify talented youth who show capacity for and interest in creating with clay and who will be likely scholarship recipients for longer periods of time. As these students begin to develop their artistic skill through this initial programming we will provide long-term scholarships to further their growth.

**Gaps in Services:** As the only non-profit arts organization in Port Chester, our program supports our local community, which unfortunately does not have an art instructor in the elementary schools or arts resources for adults. As you well know, the percentage of families living below the poverty level is more than double the average for Westchester. About 75% of these families have children under the age of 18 and right across the street from us are 96 HUD subsidized housing units for working families, primarily African-American. Since receiving our non-profit status, we have worked to foster partnerships with recreation, community, and after school programs in Port Chester to meet the needs of our community. We recently received notification that we have been awarded a New York State Arts Council grant for Arts-in-Education, which will allow us to give third, fourth and fifth graders at Thomas Edison Elementary an in-depth hands-on-clay education during school hours beginning this spring. Additionally, thanks to our supporters, scholarships are awarded to 175 Port Chester children annually to attend free clay classes and camps.

This is only the tip of the iceberg; we seek to reach more residents. Our goal is to reach as many Port Chester families, adults, seniors and people with disabilities as possible to encourage them to join our community. Already we have many community partners here in Port Chester who collaborate with us on a regular basis for our community arts and outreach programming including:

- The Port Chester Elementary schools serving 1,040 annually
- The Port Chester Middle School serving 90 teens annually
- The Port Chester High School serving 36 teens annually
- The Port Chester Recreation Department serving 72 children annually
- SER of Westchester and The Children's Village offering 6 paid internships to Port Chester teens annually
- Hope House serving 25 adults with special needs annually

Should we receive support from the Village of Port Chester, our Community Arts Director will begin planning an after school program and family workshops in collaboration with the Port Chester Recreation office.

Thank you so much for your consideration, and please let me know if you have any additional questions.

Warm Regards,



Leigh Taylor Mickelson  
Executive Director



Robert Rattet  
Board President

**Budget:**

12 classes held once a week during after school hours in Fall 2013 and Winter 2014

4 Free family workshops held throughout the year

**Expenses**

|                                           |               |
|-------------------------------------------|---------------|
| Teachers Fees                             | \$2250        |
| Supplies (clay, glaze, tools)             | \$900         |
| Firing (firing technician + firing costs) | \$1100        |
| Administration (at 15%)                   | <u>\$750</u>  |
|                                           | <b>\$5000</b> |

# MINUTES

## **MEETING HELD APRIL 1, 2013**

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, April 1, 2013 at 7:00 P.M., in the Court Room of the Police Headquarters Building, 350 North Main Street, Port Chester, New York, with Mayor Dennis Pilla presiding.

Present in addition to Mayor Pilla, were Trustees Daniel Brakewood, Saverio Terenzi, Bart Didden, Luis Marino and Joseph Kenner.

Also present were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; Village Treasurer, Leonie Douglas; Police Chief, Joseph Krzeminski and Administrative Aide, Christopher Ameigh.

On motion of Trustee Didden, seconded by Trustee Marino, the meeting was declared opened at 7:07 p.m.

Roll Call

AYES: Trustees Brakewood, Terenzi, Didden, Marino, Kenner and Mayor Pilla

NOES:

ABSENT:

### **AWARD PRESENTATION**

#### ***To the Port Chester Junior Varsity Cheerleaders on their win at the State Championship.***

Mayor Pilla and the Board of Trustees congratulated and recognized the Port Chester High School Junior Varsity Cheerleaders Team on their championship win at the Empire State Cheerleading competition.

### **PUBLIC COMMENTS**

Mayor Pilla asked if there was anyone from the audience who would like to make any comments.

Ms. Goldie Solomon thanked the Board for recognizing the Port Chester High School Junior Varsity Cheerleaders on their win at the Empire State Cheerleading competition. Ms. Solomon thanked Dennis Pilla and Bart Didden on everything they have done in the village and wished them good luck and a healthy happy life. Ms. Solomon also commented that the Board is here to represent the village and hopes the new Board will work on lowering the taxes.

Mr. Giangrande commented about the new Board, Police and EMT departments, and the Dog Park.

Ms. Bea Conetta commented about the March 2013 election and the departing Mayor Dennis Pilla and Mayor elect, Neil Pagano. Ms. Conetta thanked departing Trustee Bart Didden for running in the March 2013 election.

Mr. Adams commented about the departing Mayor, Dennis Pilla and his accomplishments as being the Mayor.

Mayor Pilla spoke to the public about the passing of Trustee John Branca. Mayor Pilla commented that Trustee John Branca cared deeply about people and the Village of Port Chester. Mayor Pilla asked everyone to keep the family in their prayers. Mayor Pilla and the Board asked for a moment of silence on the passing of Trustee John Branca.

## **PRESENTATION**

### ***Dog Park***

Ms. Dina Goren of the Port Chester Dog Park Group presented to the Board funding and location considerations for the proposed Dog Park. Mr. Jerry Terranova, Chairman & Park Commissioner commented about the proposed Dog Park and the correspondence that was given to the Board. The Board acknowledged Mr. Terranova's correspondence regarding the proposed Dog Park.

### **Add-on Resolution**

Trustee Kenner made a motion to add-on the following resolution to set a public hearing to establish a Dog Park. The motion was seconded by Trustee Marino:

ROLL CALL

AYES: Trustees Brakewood, Terenzi, Didden, Marino, Kenner and Mayor Pilla

NOES:

ABSENT:

DATE: April 1, 2013

## **RESOLUTION SET PUBLIC HEARING TO ESTABLISH A DOG PARK**

On motion of TRUSTEE, KENNER seconded by TRUSTEE, DIDDEN the

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

New York:

RESOLVED, that a public hearing is to be held on April 15, 2013 at 7:00 p.m. at the Village Justice Courtroom, 350 North Main Street, Port Chester, New York 10573, to consider establishing a Dog Park to be operated by the Village of Port Chester, New York, in Abendroth Park.

ROLL CALL

AYES: Trustees Brakewood, Terenzi, Didden, Marino, Kenner and Mayor Pilla

NOES:

ABSENT:

DATE: April 1, 2013

## **RESOLUTIONS**

### RESOLUTION AUTHORIZE EXECUTION OF STIPULATION WITH INTERVENOR IN UNITED STATES OF AMERICA VS. VILLAGE OF PORT CHESTER

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

WHEREAS, on December 15, 2006, the United States of America commenced an action against the Village of Port Chester claiming that the at-large election of Village Trustees violated Section 2 of the Voting Rights Act; and

WHEREAS, by Memorandum and Order dated April 6, 2007, the court granted the application of Mr. Cesar Ruiz to intervene as a plaintiff in this matter; and

WHEREAS, since that date, the Plaintiff/Intervenor has participated throughout the proceedings; and

WHEREAS, in lieu of the expense and uncertain result of litigation, the Village and Plaintiff-Intervenor had entered into a stipulation as to the Plaintiff-Intervenor's entitlement of attorney's fees at an earlier stage of the matter; and

WHEREAS, with the conclusion of the 2013 Village Election, the attorneys for the Plaintiff-Intervenor and the Village have similarly negotiated an amount of such attorney's fees. Now, therefore, be it

RESOLVED that the Village's special counsel is hereby authorized to execute a stipulation with Randolph M. McLaughlin, Esq., C/O Newman Ferrara LLP, 1250 Broadway, 27<sup>th</sup> Floor, New York, New York 10001, attorney for the Intervenor, Cesar Ruiz, with regard to the Village's payment of attorney fees in the amount of \$6,000.00 for the 2013 Village Election.

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney, Anthony Cerreto

ROLL CALL

AYES: Trustees Brakewood, Terenzi, Didden, Marino, Kenner and Mayor Pilla

NOES:

ABSENT:

DATE: April 1, 2013

**RESOLUTION  
SET PUBLIC HEARING  
VILLAGE TENTATIVE BUDGET FOR FY 2013-2014**

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

WHEREAS, the Village Manager has presented to the Board of Trustees the Tentative Budget prepared by the Budget Officers for the fiscal year June 1, 2013 through May 31, 2014 and desires to make provision for the adoption of said Budget in the manner prescribed by law.

Now, therefore, be it

RESOLVED, that a PUBLIC HEARING to consider said Budget shall be held by the Board of Trustees at the time and place specified in the notice herein after set forth; and be it further

RESOLVED, that said Tentative Budget remain open to the public inspection in the office of the Village Clerk until the holding of the public hearing hereinafter provided for; and be it further

RESOLVED, that the Village Clerk be and he hereby is directed to publish, in the manner prescribed by law, a notice of such PUBLIC HEARING, in substantially the following form:

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney, Anthony Cerreto

ROLL CALL

AYES: Trustees Brakewood, Terenzi, Didden, Marino, Kenner and Mayor Pilla

NOES:

ABSENT:

DATE: April 1, 2013

### **Add-on Resolution**

Trustee Brakewood made a motion to add-on the following resolution authorizing the Village Clerk of the Village of Port Chester to certify a Home Rule request for the enactment of special state legislation allowing a pilot program relative to electronic bidding. The motion was seconded by Trustee Marino:

ROLL CALL

AYES: Trustees Brakewood, Terenzi, Didden, Marino, Kenner and Mayor Pilla

NOES:

ABSENT:

DATE April 1, 2013

## RESOLUTION

### AUTHORIZING THE VILLAGE CLERK OF THE VILLAGE OF PORT CHESTER TO CERTIFY A HOME RULE REQUEST FOR THE ENACTMENT OF SPECIAL STATE LEGISLATION TO ALLOW FOR A PILOT PROGRAM RELATIVE TO ELECTRONIC BIDDING

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

RESOLVED, that the Board of Trustees of the Village of Port Chester authorizes the Village Clerk to certify a Home Rule Request for enactment of Assembly Bill A.5307 and S. 2055 to allow for a pilot program for the Village of Port Chester and the City of New Rochelle relative to electronic bidding.

#### ROLL CALL

AYES: Trustees Brakewood, Terenzi, Didden, Marino, Kenner and Mayor Pilla

NOES:

ABSENT:

DATE April 1, 2013

### **CORRESPONDENCE**

*From Jerry Terranova, Chairman & Park Commissioners to approve the location for the Dog Park.*

The Board acknowledged receipt of correspondence during the Dog Park presentation.

*From Council of Community Services seeking co-sponsorship of the Village of Port Chester "Port Chester Fest."*

The Board referred the correspondence to staff for their recommendation.

*From Gene Ceccarelli resigning from the Waterfront Commission.*

The Board acknowledged receipt of Mr. Ceccarelli's resignation.

## **MINUTES**

### ***Approval of the Board of Trustees minutes of March 18, 2013 and March 21, 2013.***

On motion of Trustee Kenner, seconded by Trustee Didden, the minutes of March 18, 2013 and March 21, 2013 were adopted.

Roll Call

AYES: Trustees Brakewood, Terenzi, Didden, Marino, Kenner and Mayor Pilla

NOES:

ABSENT:

## **PUBLIC COMMENTS AND BOARD COMMENTS**

### ***Public:***

Ms. Linda Turturino commented regarding Port Chester Fest.

Ms. Goldie Solomon also commented about Port Chester Fest.

Ms. Bell thanked Mayor Pilla and Trustee Didden on a job well done while serving on the Board and hopes the new Board will work together.

Ms. Bea Conetta commented about the passing of Sam Acerbo and John Branca. Ms. Conetta also commented about Starwood Capital and the former United Hospital property.

Mr. Giangrande commented about Bush Homestead.

Mr. Ceccarelli thanked the Board and staff and appreciated everything that they have done.

Mr. Ceccarelli commented that he is looking forward to working with the new Mayor, Board and staff. Mr. Ceccarelli thanked Mayor Dennis Pilla and Trustee Bart Didden and wished them both the best.

Mr. Abel commented about the March 2013 election. Mr. Abel commented that Trustee Didden and Mayor Pilla both served the village well and asked that the new Board do the village's work and be civil to each other.

Mayor Elect Neil Pagano thanked Mayor Pilla and the Board for their work and for ushering in the village at the point that it is today. Mayor Elect Neil Pagano commented that Dennis Pilla and Bart Didden have a love for the village and thanked Dennis Pilla for making the village a much better place than it was. Mayor Elect Pagano thanked Bart Didden and asked him to not

go away. Mayor Elect Neil Pagano also commented that he is looking forward to working with the new Board and the great professional staff.

***Board:***

Trustee Brakewood commented on the passing of Sam Acerbo and recognized all the hard work he had done for the village. Trustee Brakewood also commented on the passing of Trustee Branca and how dedicated he was to the Village of Port Chester. Trustee Brakewood recognized Trustee Bart Didden on all the work he has done on the Board. Trustee Brakewood thanked Mayor Pilla on all his accomplishments for the six years he has been on the Board. Trustee Brakewood commented about Starwood Capital and asked the Village Clerk to give the new Board all the information regarding the Starwood Capital proposal.

Trustee Terenzi thanked Mayor Pilla and Trustee Didden on their service for the Village of Port Chester.

Trustee Marino thanked everyone for their support for voting for him. Trustee Marino commented that he looking forward to working with the new Board. Trustee Marino thanked Mayor Pilla for his service and wished him good luck in the future. Trustee Marino also thanked Trustee Didden for his service and good luck in the future.

Trustee Kenner gave his condolences to the Branca family as well as the Acerbo family. Trustee Kenner commented that he appreciated Mayor Pilla's service and commitment to the village and thanked Trustee Didden for his service and commitment to the village as well.

Trustee Didden gave his condolences to the Acerbo family and Branca family. Trustee Didden thanked all of the dedicated village staff, Police, DPW, Fire Chiefs and volunteer Fire Fighters. Trustee Didden congratulated the new Board and thanked the residents of Port Chester. Trustee Didden thanked Mayor Dennis Pilla and commented that he felt privileged and enjoyed working with him.

Mayor Pilla gave his condolences to the Acerbo family and Branca family and asked to keep both families in prayer. Mayor Pilla thanked the residents for letting him serve as Mayor for six years. Mayor Pilla thanked the staff and wished Mayor Pagano, Trustee Adams and Trustee Ceccarelli on their success. Mayor Pilla wished Trustee Didden success and enjoyed working with him.

Mr. Steers thanked Mayor Pilla and the departing Board for their service and thanked them for letting him serve as the Village Manager for the last six months. Mr. Steers commented that this departing Board was the most engaged, intelligent and caring Board that he has ever worked with and he is sorry to see Trustee Didden go. Mr. Steers commented that he is looking forward to working with the new Board and Mr. Steers gave his condolences to the Branca family.

At 9:05 p.m., on motion of Trustee Kenner, seconded by Trustee Didden, the meeting session was closed.

Roll Call

AYES: Trustees Brakewood, Terenzi, Didden, Marino, Kenner and Mayor Pilla

NOES:

ABSENT:

Respectfully submitted,

Jacqueline Johnson  
Deputy Village Clerk

## **MEETING HELD APRIL 2, 2013**

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Tuesday, April 2, 2013 at 6:00 P.M., in the Court Room of the Police Headquarters Building, 350 North Main Street, Port Chester, New York, with Mayor Neil Pagano presiding.

Present in addition to Mayor Pagano, were Trustees Gregory Adams, Daniel Brakewood, Saverio Terenzi, Luis Marino, Joseph Kenner and Gene Ceccarelli.

Also present were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; Village Treasurer, Leonie Douglas; and Administrative Aide Christopher Ameigh.

### **SWEARING IN CEREMONY**

#### ***Swearing in Ceremony for Mayor***

Mayor Neil J. Pagano was sworn in by Honorable Judge Michael Pagano.

#### ***Swearing in Ceremony for Trustees***

Trustee Gregory Adams was sworn in by Honorable Judge Kathie Davidson.

Trustee Daniel U. Brakewood was sworn in by Honorable Judge Anthony M. Provenzano.

Trustee Gene Ceccarelli was sworn in by Honorable Judge Matthew Troy III.

Trustee Joseph D. Kenner was sworn in by Honorable Westchester County Executive Rob Astorino.

Trustee Luis A. Marino was sworn in by Attorney Frank Cervinka.

Trustee Saverio L. Terenzi was sworn in by Honorable Judge Linda Jamieson.

### **REORGANIZATION MEETING**

After a recess, on motion of Trustee Brakewood, seconded by Trustee Marino, the reorganization meeting was declared opened at 7:00 p.m.

Roll Call

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano

NOES:

ABSENT:

## **AWARD PRESENTATION**

### ***Certificates of Appreciation to Former Mayor Dennis Pilla and Former Trustee Bart Didden***

Mayor Pagano spoke about the service that Former Mayor Dennis Pilla and Former Trustee Bart Didden did for the Village of Port Chester and presented to each of them a certificate of appreciation.

## **RESOLUTIONS**

### RESOLUTION APPOINTMENT OF PRESIDENT (DEPUTY MAYOR)

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

RESOLVED, that TRUSTEE SAVERIO TERENCE, be and he hereby is designated as President of the Board of Trustees with the power to act as Mayor of the Village of Port Chester, New York, in case of the Absence or sickness of the Mayor, in which event, he shall have all the powers, rights and privileges, and be subject to all the duties of the Mayor of the Village until recovery or return of said Mayor who shall have been absent or sick.

#### ROLL CALL

AYES: Trustees Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano

NOES: Trustees Adams and Brakewood

ABSENT:

Date: April 2, 2013

### RESOLUTION ADOPTING RULES OF PROCEDURE OF THE BOARD OF TRUSTEE

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

WHEREAS, it is the purpose of the Rules of Procedure of the Board of Trustees to insure that the Board of Trustees operates effectively; promotes majority rule while protecting minority rights; preserves the role of the Mayor as the presiding officer; prevents a single member from usurping other member's coequal rights; and enhances public participation and engagement as well as transparency in Board proceedings. Now, therefore, be it

RESOLVED that the Mayor and Board of Trustees affirms and approves the Rules of Procedure of the Board of Trustees as adopted on September 7, 2010 and amended on March 19, 2012.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano

NOES:

ABSENT:

Date: April 2, 2013

RESOLUTION  
APPOINTMENT OF VILLAGE TREASURER

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

RESOLVED, that LEONIE DOUGLAS, be and she hereby is appointed TREASURER for the Village of Port Chester, New York, said appointment to be effective immediately and to expire on April 6, 2015, at an annual rate of compensation of \$124,000.00 or as heretofore adopted by the Board of Trustees, to be paid every two weeks.

ROLL CALL

AYES: Trustee Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano

NOES:

ABSENT:

DATE: April 2, 2013

RESOLUTION  
APPOINTMENT OF VILLAGE CLERK

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

RESOLVED, that Janusz Richards, be and he hereby is appointed VILLAGE CLERK for the Village of Port Chester, New York, said appointment to be effective immediately and to expire on April 6, 2015, at an annual rate of compensation of \$ 75,000.00 or as heretofore adopted by the Board of Trustees, to be paid every two weeks

ROLL CALL

AYES: Trustees Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano  
NOES: Trustees Adams and Brakewood  
ABSENT:

Date: April 2, 2013

RESOLUTION  
APPOINTMENT OF REGISTRAR OF VITAL STATISTICS

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

RESOLVED, that Vita Sileo, be and she hereby is appointed REGISTRAR OF VITAL STATISTICS of the Village of Port Chester, New York, for a term effective immediately and to expire April 6, 2015.

ROLL CALL

AYES: Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano  
NOES: None  
ABSENT: None

Date: April 2, 2013

RESOLUTION  
AUDITOR OF CLAIMS

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

RESOLVED, that the Village Manager, be and is hereby appointed as Auditor to audit and direct the payment of claims against the Village, with a term to expire on April 6, 2015.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano  
NOES:  
ABSENT:

Date: April 2, 2013

RESOLUTION  
RECEIVER OF TAXES

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

WHEREAS, Title IV, Section 2A of the Village Charter provides that the Village Board of Trustees may appoint the Rye Town Receiver of Taxes as the Receiver of Taxes for the Village of Port Chester; and

WHEREAS, the Town of Rye has appointed Nicholas Mecca as Rye Town Receiver of Taxes. Now, therefore, be it

RESOLVED, that Nicholas Mecca, be appointed Receiver of Taxes, effective immediately, with term to expire April 6, 2015.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano

NOES:

ABSENT:

Date: April 2, 2013

RESOLUTION  
APPOINTMENT OF VILLAGE JUSTICE

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

RESOLVED, that PETER SISCA, residing at 461 Westchester Avenue, Port Chester, New York, be and he hereby is appointed VILLAGE JUSTICE of the Village of Port Chester, for a two year term, effective May 15, 2013, and to expire May 14, 2015, at an annual compensation heretofore adopted by the Board of Trustees, to be paid every two weeks.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano

NOES:

ABSENT:

Date: April 2, 2013

RESOLUTION  
APPOINTMENT OF ACTING VILLAGE JUSTICE

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

RESOLVED, that MATTHEW J. TROY, III, residing at 88 Hawley Avenue, Port Chester, New York, be and he hereby is appointed ACTING VILLAGE JUSTICE of the Village of Port Chester, for a two year term, effective May 15, 2013, and to expire May 14, 2015, at an annual compensation heretofore adopted by the Board of Trustees, to be paid every two weeks.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano  
NOES:  
ABSENT:

Date: April 2, 2013

RESOLUTION  
TRUSTEES FOR THE POLICE PENSION FUND

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

RESOLVED, that MAYOR NEIL PAGANO, CHIEF JOSEPH KRZEMINSKI, TRUSTEE DANIEL BRAKEWOOD, TRUSTEE JOSEPH KENNER, AND TRUSTEE LUIS MARINO, Trustees; the Police Chief, the Village Manager and the Treasurer, be and they are hereby appointed as TRUSTEES of the Police Pension Fund with term to expire April 6, 2015.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano  
NOES:  
ABSENT:

Date: April 2, 2013

RESOLUTION  
APPOINTMENT OF VILLAGE PROSECUTOR – CODE ENFORCEMENT  
(Assistant District Attorney)

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

RESOLVED, that ROBERT PIERCE be and hereby is appointed Village Prosecutor – Code Enforcement (Assistant District Attorney) for the Village of Port Chester, at an annual compensation heretofore adopted by the Board of Trustees, payable every two weeks, said appointment to be effective immediately and to expire on April 7, 2014.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano

NOES:

ABSENT:

Date: April 2, 2013

RESOLUTION  
APPOINTMENT OF VILLAGE PROSECUTOR – VEHICLE AND TRAFFIC  
(Assistant District Attorney)

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

RESOLVED, that MAX DIFABIO, be and hereby is appointed Village Prosecutor – Vehicle and Traffic (Assistant District Attorney) for the Village of Port Chester, at an annual compensation heretofore adopted by the Board of Trustees, payable every two weeks, said appointment to be effective immediately and to expire on April 7, 2014.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano

NOES:

ABSENT:

Date: April 2, 2013

RESOLUTION

On motion of TRUSTEE MARINO seconded by TRUSTEE TERENCE, the following resolution was adopted by the Board of Trustees of the Village of Port Chester.

New York:

RESOLVED, that TRUSTEE TERENCE and TRUSTEE CECCARELLI, be and they hereby are appointed a members of the Port Chester PUBLIC LIBRARY BOARD OF TRUSTEES, effective immediately and to expire on April 6, 2015.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano  
NOES:  
ABSENT:

Date: April 2, 2013

RESOLUTION

On motion of TRUSTEE MARINO, seconded by TRUSTEE KENNER, the following resolution was adopted by the Board of Trustees of the Village of Port Chester.

New York:

RESOLVED, that TRUSTEE TERENCE and TRUSTEE CECCARELLI, be and they hereby are appointed a members of the Port Chester-Rye Brook Public Library Intermunicipal Committee (IMC), effective immediately and to expire on April 6, 2015.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano  
NOES:  
ABSENT:

Date: April 2, 2013

RESOLUTION  
TRAINING SCHOOLS, EDUCATION SESSION ETC.  
FOR VILLAGE OFFICERS, DEPARTMENT HEADS & EMPLOYEES

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

WHEREAS, Section 77-b of the General Municipal Law authorizes municipal officials and employees to attend training schools, educational sessions, etc., conducted for the benefit of the local government; and

WHEREAS, it is determined by the Board of Trustees that attendance by certain municipal officials and employees at one or more of these meetings, conferences or schools benefits the municipality; and

RESOLVED, that the officers, department heads and employees for whom monies have properly been budgeted may attend training schools, education sessions and other meetings that may be beneficial to the carrying out of their official duties and which have been approved by the Village Manager prior to attendance; and be it further

RESOLVED, that this resolution shall take effect immediately.

#### ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano

NOES:

ABSENT:

Date: April 2, 2013

#### RESOLUTION MILEAGE REIMBURSEMENT

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

WHEREAS, the Board of Trustees of the Village of Port Chester has determined to pay a fixed rate for mileage reimbursement to officers and employees of the Village who use their personal automobiles while performing their official duties on behalf of the Village; and

WHEREAS, the Federal Government sets the rate of said reimbursement that is authorized by the Village Board; and

WHEREAS, beginning January 1, 2013, the Federal Government increased the standard mileage rate to 56.5 cents per mile. Now, therefore, be it

RESOLVED, that the Mayor and Board of Trustees approves reimbursement to such officers and employees at the rate of 56.5 cents per mile for business miles driven.

ROLL CALL

AYES: Trustee Adams, Brakewood, Marino, Kenner, Ceccarelli and Mayor Pagano  
NOES: Trustee Marino  
ABSENT:

DATE: April 2, 2013

RESOLUTION

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

RESOLVED, that the Journal News and the Westmore News are hereby designated as the Official Newspapers of the Village of Port Chester for the ensuing official year.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano  
NOES:  
ABSENT:

Date: April 2, 2013

RESOLUTION  
INVESTMENT POLICY FOR THE  
VILLAGE OF PORT CHESTER

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

WHEREAS, pursuant to General Municipal Law, Section 39, local governments in the State of New York, including villages, are required to adopt a comprehensive written investment policy; and

WHEREAS, local governments are required to review their investment policies on an annual basis; and

WHEREAS, the Village of Port Chester has reviewed its policy since adoption in 1993; Now, therefore, be it

RESOLVED, that the Board of Trustees does hereby approve and adopt the attached Investment Policy for the Village of Port Chester.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano

NOES:

ABSENT:

Date: April 2, 2013

**INVESTMENT POLICY  
FOR THE VILLAGE OF PORT CHESTER**

**I. SCOPE**

This investment policy applies to all moneys and other financial resources available for investment on its own behalf or on behalf of any other entity of individual.

**II. OBJECTIVES**

The primary objectives of the local government's investment activities are, in priority order,

- to conform with all applicable federal, state and other legal requirements (legal);
- to adequately safeguard principal (safety);
- to provide sufficient liquidity to meet all operating requirements (liquidity); and
- to obtain a reasonable rate of return (yield).

**III. DELEGATION OF AUTHORITY**

The governing board's responsibility for administration of the investment program is delegated to the Village Treasurer who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

**IV. PRUDENCE**

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Village of Port Chester to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

**V. DIVERSIFICATION**

It is the policy of the Village of Port Chester to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

**VI. INTERNAL CONTROLS**

It is the policy of the Village of Port Chester for all moneys collected by any officer or employee of the government to transfer those funds to the Village Treasurer within five (5) days of deposit, or which the time period specified in law, whichever is shorter.

The Village Treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management’s authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

**VII. DESIGNATION OF DEPOSITARIES**

The banks and trust companies authorized for the deposit of monies up to the following maximum amounts are:

| <u>Depository Name</u> | <u>Maximum Amount</u> |
|------------------------|-----------------------|
| JP Morgan Chase, N.A.  | 15,000,000            |
| TD Bank                | 15,000,000            |
| M & T Bank             | 15,000,000            |
| Wells Fargo Bank       | 15,000,000            |

**VIII. COLLATERALIZING OF DEPOSITS**

In accordance with the provisions of General Municipal Law, §10, all deposits of the Village of Port Chester, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1. By a pledge of “eligible securities” with an aggregate “market value”, as provided by General Municipal Law, §10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.
2. By an eligible “irrevocable letter of credit” issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-

term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.

3. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims - paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

## **IX. SAFEKEEPING AND COLLATERALIZATION**

Eligible securities used for collateralizing deposits shall be held by (the depository and/or a third party) bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events, which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Village of Port Chester or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

## **X. PERMITTED INVESTMENTS**

As authorized by General Municipal Law, §11, the Village of Port Chester authorizes the Village Treasurer to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts;
- Certificates of deposit;
- Obligations of the United States of America;
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;
- Obligations of the State of New York;

- Obligations issued pursuant to LFL §24.00 or 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the (Village of Port Chester);
- Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments.
- Certificates of Participation (COPS) issued pursuant to GML, §109-b,
- Obligations of this local government, but only with any moneys in a reserve fund established pursuant to GML, §6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the Village of Port Chester within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Village of Port Chester within two years of the date of purchase.

## **XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS**

The Village of Port Chester shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments, which can be made with each financial institutions or dealer. All financial institutions with which the local government conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the Village of Port Chester. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The Village Treasurer is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

## **XII. PURCHASE OF INVESTMENTS**

The Village Treasurer is authorized to contract for the purchase of investments:

1. Directly, including through a repurchase agreement, from an authorized trading partner.
2. By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.
3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the

officer authorized to make the investment. All such transactions shall be confirmed in writing to the Village of Port Chester by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, §10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

### **XIII. REPURCHASE AGREEMENTS**

Repurchase agreements are authorized subject to the following restrictions:

- All repurchase agreements must be entered into subject to a Master Repurchase Agreement.
- Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.
- Obligations shall be limited to obligations of the United States of America and obligations of agencies of the United State of America where principal and interest are guaranteed by the United States of America.
- No substitution of securities will be allowed.
- The custodian shall be a party other than the trading partner.

#### Appendix A Schedule of Eligible Securities

- \_\_\_\_\_ (i) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.
- \_\_\_\_\_ (ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
- \_\_\_\_\_ (iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
- \_\_\_\_\_ (iv) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
- \_\_\_\_\_ (v) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

- \_\_\_\_\_ (vi) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- \_\_\_\_\_ (vii) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- \_\_\_\_\_ (viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
- \_\_\_\_\_ (ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.
- \_\_\_\_\_ (x) Commercial paper and bankers' acceptance issued by a bank, other than the Bank, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.
- \_\_\_\_\_ (xi) Zero coupon obligations of the United States government marketed as "Treasury strips".

**The following resolution was withdrawn by the sponsor, Trustee Brakewood:**

RESOLUTION  
PROCUREMENT POLICY

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, Section 104-b of the General Municipal Law requires the government body of every municipality to adopt a procurement policy for all goods and services which are not required by a law to be publicly bid; and

WHEREAS, by resolution adopted on April 7, 2009 the Board of Trustees adopted a new Procurement Policy; and

WHEREAS, such Policy should be reviewed on an annual basis with comments solicited from all officials involved in the procurement policy process; and

WHEREAS, so as not to unreasonably delay necessary and appropriate changes while this process is initiated, the Board wishes to take action at this time. Now, therefore be it

RESOLVED, that the Village of Port Chester does hereby adopts the annexed Procurement Policy, as revised, which is intended to apply to all goods and services which are not required by law to be publicly bid:

RESOLUTION  
FUND BALANCE POLICY

On motion of TRUSTEE KENNER, seconded by TRUSTEE TERENCE, the following resolution was adopted by the Board of Trustees of the Village of Port Chester,

New York:

RESOLVED, that the Board of Trustees hereby adopts the Fund Balance Policy for the Village of Port Chester, copy of which is annexed and made a part of this resolution.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano

NOES:

ABSENT:

Date: April 2, 2013

**Village of Port Chester, New York  
Fund Balance Policy**

**Purpose**

The Village of Port Chester has enacted the following policy in an effort to ensure financial security and stability in a volatile economic environment.

Reserve funds (which essentially are a legally authorized savings account for particular specific purposes) are an important component in the Village's financial planning for specific expenses, future projects, acquisitions and other lawful purposes. To this end the Village may establish and maintain reserve funds in accordance with New York State Laws. The Village will also consider rules and/or opinions issued by the New York State Comptroller when they are not in conflict with law.

The Village reserve funds must be properly established and maintained to promote the goals of creating an open, transparent and accountable use of public funds. The Village may engage independent experts and professionals, including but not limited to auditors, accountants and other financial and legal counsel, as necessary to monitor all reserve fund activity and prepare reports that the Village may require.

The Village's primary objective is to maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees due to temporary revenue shortfalls or unpredicted one-time expenditures. The Village also seeks to maintain the highest possible credit ratings which are dependent, in part, on the Village's maintenance of a healthy fund balance.

## Definitions

**Fund Balance:** Fund balance is the difference between the assets and liabilities reported in a governmental fund. Fund balance is not necessarily the cash balance of the Village, the fund balance consists of other assets as well such as money due from the state and federal government, and accounts receivable. Fund balances are classified into various components depending on the limitations placed on the use of the funds. The hierarchy indicates the extent to which a government is bound to observe spending constraints that govern how it can use amounts reported in the governmental funds balance sheet.

The Village shall comply with the reporting requirements of Article 3 of General Municipal Law of the State of New York and the Governmental Accounting Standards Board (GASB) Statement Number 54, Fund Balance Reporting and Governmental Fund Type Definitions. GASB Statement Number 54 established the following classifications depicting how specific amounts can be spent:

**Nonspendable** fund balance consists of amounts that are not in a spendable form in the current period either because of their form or because they must be maintained intact, including prepaid items, inventories, long-term portions of loans receivable, and financial assets held for resale.

**Restricted** fund balance consists of amounts that are subject to externally enforceable legal purpose restrictions imposed by grantors, bondholders or laws and regulations of higher levels of governments; or through constitutional provisions or enabling legislation.

**Committed** fund balance consists of amounts constrained to specific purposes by a government itself using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.

**Assigned** fund balance consists of amounts a government intends to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority.

**Unassigned** fund balance consists of amounts that are available for any purpose; these amounts are reported only in the General Fund.

## Policy Statement

The fund balance of the Village of Port Chester General Fund has been accumulated to provide stability and flexibility to respond to unexpected adversity and/or opportunities.

The objective is to maintain an unrestricted fund balance of not less than 10% of annual appropriations for the fiscal year.

Village finances will be managed so as to maintain balances of the of the General Fund at level sufficient to mitigate current and future risks, such as revenue shortfalls and unanticipated expenditures, ensure stable tax rates and user fees, and protect the Village's creditworthiness. The decision to retain an unrestricted fund balance of not less than 10% of fund appropriations stems from the following:

- This amount provides adequate funding to cover approximately one and a half months of expenditures.

- This amount provides the liquidity necessary to accommodate the Village uneven cash flow due to its inherent semi-annually tax collection schedule.
- The Government Finance Officers Association recommends the minimum General Fund unrestricted fund balance to be maintained should be between 5%-15% of current operating expenditures.

RESOLUTION  
JOURNAL ENTRY POLICY

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

RESOLVED, that the Village of Port Chester does hereby adopts the annexed Journal Entry Policy, which is intended for the internal controls for the post of journal entries:

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano

NOES:

ABSENT:

Date: April 2, 2013

*Accounting/Payroll*

**VILLAGE OF PORT CHESTER FINANCE DEPARTMENT**  
**MANUAL JOURNAL ENTRY PROCEDURES**

The Village of Port Chester recognizes that manual journal entries are needed and made for various reasons including but not limited to: record revenues and expenditures, to transfer funds, or to record balance sheet accruals. These procedures are being established in order to create proper segregation of duties. (i.e. there should always be an approval by a person other than the preparer of the journal entry.) Based on the need for manual journal entries, the following policy is being established to document procedures on how journal entries are expected to be processed:

1. Journal entries for all funds/departments will be entered by the Jr. Accountant or another qualified person in the Finance Department. The individual entering the journal entry should pay close attention that the correct posting date and fiscal period are used.
2. Appropriate documentation/support shall be included with the journal entry.

3. The Treasurer will review all journal entries deemed to be of a nonrecurring nature. If a journal entry is determined to be appropriate, the Treasurer or Jr. Accountant will ensure each entry is properly coded, in balance and entered for the correct period. In the event that a journal entry is prepared by the Treasurer, it will be reviewed and approved by the Jr. Accountant.
4. The Treasurer after completing this review and determining the journal entry is correct will then approve and post the journal entry.
5. The person responsible for cash receipts, whom is independent of the month-end bank reconciliation, shall not prepare, review or post any journal entries to cash accounts.
6. The person responsible for preparing payroll journal entry, who is independent of the month-end bank reconciliations for any bank account affected by payroll, shall not prepare, review or post any journal entries to the payroll cash account or trust & agency accounts.
7. These procedures are being established in order to create proper segregation of duties (i.e. there should always be an approval being done by a person other than the preparer of the journal entry).

RESOLUTION  
DESIGNATION OF DEPOSITORIES  
FOR THE VILLAGE OF PORT CHESTER

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

RESOLVED, that the JP MORGAN CHASE, N.A.; WELLS FARGO; TD BANK; M & T BANK be and they hereby are designated as Depositories for funds of the Village of Port Chester, New York, and that all withdrawals there from be made by check or order duly signed by the Village Treasurer of the Village of Port Chester, New York, or her designate.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano

NOES:

ABSENT:

Date: April 2, 2013

RESOLUTION  
FIXED ASSET POLICY

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

WHEREAS, the Village of Port Chester policy for the capitalization of property and equipment purchases begins with any asset purchase over \$2,500, and

WHEREAS, on September 7, 2010, the Village increased the threshold for all future asset purchases from \$2,500 to \$5000 based on the recommendation of its independent auditors. Now, therefore be it

RESOLVED, that equipment costing over \$5,000 be capitalized and depreciated over the assets' useful lives.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano

NOES:

ABSENT:

Date: April 2, 2013

RESOLUTION  
EMPLOYMENT AGREEMENT FOR  
VILLAGE ATTORNEY

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

RESOLVED, that the Village Manager be authorized to enter into an employment agreement with the Village Attorney, Anthony Cerreto, for an additional two year term to expire on May 31, 2015 with compensation at a gross annual salary for FY 2013 -2014 in the amount of \$135,762.00 delivered in accordance with the payroll periods as have been or will be established by the Village for payment of its employees; and be it further

RESOLVED, that compensation for successive fiscal years shall be fixed by budget resolution of the Board of Trustees, but in no event shall the Attorney's annual salary be in a lower amount than the year previous.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano

NOES:

ABSENT:

Date: April 2, 2013

RESOLUTION  
DESIGNATION OF DEPOSITORY  
FOR THE POLICE PENSION FUND

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

RESOLVED, that JP MORGAN CHASE BANK, N.A., Port Chester Branch, be and hereby is designated as the depository for the funds of the Police Pension Fund of the Village of Port Chester, New York, and that all withdrawals there from be made by check or order, duly signed by the Treasurer of the Police Pension Fund.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano  
NOES:  
ABSENT:

Date: April 2, 2013

**The following resolution was withdrawn by sponsor, Trustee Brakewood:**

**RESOLUTION  
ASSIGNING TRUSTEE SEAT**

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

WHEREAS, Rule 14 of the Board of Trustees Rules of Procedure specifies "the seating arrangement [of the Board of Trustees] may be changed at any time by majority vote (4) of the Board."  
Now, therefore, be it

RESOLVED, that the Mayor and Trustees shall sit in the following seats from left to right when one faces the dais: Trustee Adams, Trustee Brakewood, Trustee Marino, Mayor Pagano, Trustee Terenzi, Trustee Kenner, and Trustee Ceccarelli.

**The following resolution was withdrawn by sponsor, Trustee Brakewood:**

**RESOLUTION**

**ADOPTING REVISED RULES OF PROCEDURE OF THE BOARD OF TRUSTEE**

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

WHEREAS, the Board of Trustees has adopted Rules of Procedure for many purposes, including operating effectively; and

WHEREAS, the Board of Trustees regularly reviews and updates these rules; and

WHEREAS, the rules also clearly intend that minority rights of Board members be protected.

Now, therefore, be it

RESOLVED, the attached Rules of Procedure of the Board of Trustees of the Village of Port Chester are hereby adopted.

**The following resolution was withdrawn by sponsor, Trustee Brakewood:**

**RESOLUTION**

**APPOINTMENT OF PRESIDENT (DEPUTY MAYOR)**

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:

RESOLVED, that TRUSTEE DANIEL BRAKEWOOD, be and he hereby is designated as President of the Board of Trustees with the power to act as Mayor of the Village of Port Chester, New York, in case of the Absence or sickness of the Mayor, in which event, he shall have all the powers, rights and privileges, and be subject to all the duties of the Mayor of the Village until recovery or return of said Mayor who shall have been absent or sick.

**The following resolution was withdrawn by sponsor, Trustee Brakewood:**

**RESOLUTION**

**APPOINTMENT OF REGISTRAR OF VITAL STATISTICS**

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:

RESOLVED, that Vita Sileo, be and she hereby is appointed REGISTRAR OF VITAL STATISTICS of the Village of Port Chester, New York, for a term effective immediately and to expire April 6, 2015; and be it further

RESOLVED, that her bond as said Registrar of Vital Statistics be and the same is hereby fixed at \$\_\_\_\_\_.

**The following resolution was withdrawn by sponsor, Trustee Brakewood:**

**RESOLUTION**

**RECEIVER OF TAXES**

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, Title IV, Section 2A of the Village Charter provides that the Village Board of Trustees may appoint the Rye Town Receiver of Taxes as the Receiver of Taxes for the Village of Port Chester; and

WHEREAS, the Town of Rye has appointed Nicholas Mecca as Rye Town Receiver of Taxes. Now, therefore, be it

RESOLVED, that Nicholas Mecca, be appointed Receiver of Taxes, effective immediately, with term to expire April 6, 2015.

**The following resolution was withdrawn by sponsor, Trustee Brakewood:**

**RESOLUTION**

**TRUSTEES FOR THE POLICE PENSION FUND**

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:

RESOLVED, that Neil J Pagano, Mayor; Daniel Brakewood, Joseph Kenner and Luis Marino, Trustees; the Police Chief, the Village Manager and the Treasurer, be and they are hereby appointed as TRUSTEES of the Police Pension Fund with term to expire April 6, 2015.

**The following resolution was withdrawn by sponsor, Trustee Brakewood:**

**RESOLUTION**

**APPOINTMENT OF VILLAGE PROSECUTOR – CODE ENFORCEMENT (ASST. DA)**

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:

RESOLVED, that Robert Peirce of 8 Cottage Place, White Plains, NY 10601, be and he hereby is appointed Village Prosecutor – Code Enforcement (Assistant District Attorney) for the Village of Port Chester, at an annual compensation heretofore adopted by the Board of Trustees, payable every two weeks, said appointment to be effective immediately and to expire on April 7, 2014.

**The following resolution was withdrawn by sponsor, Trustee Brakewood:**

**RESOLUTION**

**APPOINTMENT OF VILLAGE PROSECUTOR – VEHICLE AND TRAFFIC (ASST. DA)**

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:

RESOLVED, that Max DiFabio of 222 Bloomingdale Rd, Suite 301, White Plains, NY 10605, be and he hereby is appointed Village Prosecutor – Vehicle and Traffic (Assistant District Attorney) for the Village of Port Chester, at an annual compensation heretofore adopted by the Board of Trustees, payable every two weeks, said appointment to be effective immediately and to expire on April 7, 2014.

**RESOLUTION**

**APPOINTMENT OF MEMBERS TO**

**SCHOOL DISTRICT LIAISON SUBCOMMITTEE**

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

RESOLVED, that Trustee Gene Ceccarelli and Trustee Gregory Adams are hereby appointed to serve as members of the School Liaison Subcommittee to the open positions left by former Trustee Bart Didden and Trustee Daniel Brakewood.

**ROLL CALL**

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano

NOES:

ABSENT:

Date: April 2, 2013

**The following resolution was withdrawn by sponsor, Trustee Brakewood:**

**RESOLUTION**

**APPOINTMENT OF MEMBERS TO**

**PORT CHESTER-RYE BROOK PUBLIC LIBRARY LIAISON SUBCOMMITTEE**

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:

RESOLVED, that Mayor Neil Pagano is hereby appointed to serve as a member of the Port Chester-Rye Brook Public Library Liaison Subcommittee to fill the open position left by former Mayor Dennis Pilla.

**The following resolution was withdrawn by sponsor, Trustee Brakewood:**

**RESOLUTION**

**CONFIRMING MEMBERSHIP OF KEY BOARDS AND COMMISSIONS**

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:

RESOLVED, the Village Clerk should contact the members of the:

- Architectural Review Board
- Beautification Committee
- CDBG Municipal Representative
- Comp Plan Advisory Committee
- Fire Advisory Board
- Parks Commission
- Planning Commission
- Taxi Commission
- Traffic Commission
- Cable Commission
- Waterfront Commission

for the purpose of determining which seats on these Boards and Commissions are currently occupied and which seats need to be filled; and be it further

RESOLVED, that the Village Clerk should report requested findings to the Board of Trustees as soon as possible.

**Add-on Resolution**

Trustee Kenner made a motion to add-on the following resolution for appointment to the Police Subcommittee, the motion was seconded by Trustee Terenzi:

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano

NOES:

ABSENT:

RESOLUTION  
APPOINTMENT TO THE POLICE SUBCOMMITTEE

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

RESOLVED, that Mayor Neil J. Pagano and Trustee Gene Ceccarelli are hereby appointed as members of a subcommittee regarding the Police Department.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano  
NOES:  
ABSENT:

Date: April 2, 2013

**PRESENTATION**

*Village Manager summary budget presentation*

Mr. Steers spoke regarding the tentative 2013-2014 budget summary and format.

Trustee Marino made a motion to have a budget work session with Board and staff on Monday, April 8, 2013 at 6:30PM in the Village Hall conference room, 222 Grace Church Street. The motion was seconded by Trustee Brakewood:

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano  
NOES:  
ABSENT:

**BOARD COMMENTS**

Trustee Brakewood congratulated Mayor Pagano and is looking forward to working with the new Board.

At 8:12 p.m., on motion of Trustee Adams, seconded by Trustee Terenzi, the meeting was closed.

Roll Call

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Ceccarelli and Mayor Pagano

NOES:

ABSENT:

Respectfully submitted,

Jacqueline Johnson  
Deputy Village Clerk

## **MEETING HELD APRIL 8, 2013**

A Special meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, April 8, 2013 at 6:30 P.M., in the Village Hall Conference Room, 222 Grace Church Street, Port Chester, New York, with Mayor Neil Pagano presiding.

Present in addition to Mayor Pagano, were Trustees Luis Marino, Joseph Kenner and Gene Ceccarelli.

It should be noted that Trustee Gregory Adams arrived at 6:35 p.m. and Trustee Daniel Brakewood arrived at 6:40 p.m.

It should be noted that Trustee Saverio Terenzi was absent.

Also present were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Treasurer, Leonie Douglas and Administrative Aide, Christopher Ameigh.

On motion of Trustee Kenner, seconded by Trustee Marino, the meeting was declared opened at 6:30 p.m.

Roll Call

AYES: Trustees Marino, Kenner, Ceccarelli and Mayor Pagano

NOES: None

ABSENT: Trustees Adams, Brakewood and Terenzi

## **WORK SESSION**

### ***Workshop on Village of Port Chester Tentative Budget for Fiscal Year 2013-2014***

The Board along with staff discussed the suggested revenue enhancements. No action was taken at the work session.

At 8:44 p.m., on motion of Trustee Marino, seconded by Trustee Kenner, the meeting was closed.

Roll Call

AYES: Trustees Adams, Brakewood, Marino, Kenner, Ceccarelli and Mayor Pagano

NOES: None

ABSENT: Trustee Terenzi

Respectfully submitted,

Jacqueline Johnson  
Deputy Village Clerk

**PUBLIC COMMENTS  
AND  
BOARD COMMENTS**