

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

TIME: 6:30 P.M. to 7:00 P.M.

	PROPOSED MOTION FOR EXECUTIVE SESSION	ACTION
1	Consultation with Village Attorney regarding Cablevision Franchise Agreement.	
2	Consultation with Village Attorney regarding pending litigation with Starwood.	

TIME: 7:00 P.M.

I	AWARD PRESENTATION	ACTION
1	Presentation of proclamation to Gabriel Erik Escobar who placed second representing the USA in the 7th World Culture Taekwondo Competition Expo in Tokyo July 17, 2013.	
II	PUBLIC COMMENTS	ACTION
III	PRESENTATION	
1	Ed Eways and Charlie Scopoletti regarding the Natalie Crespo kick ball event on 08/10/2013.	
2	Planning Commission Applications Update	
IV	DISCUSSIONS	ACTION
1	Purchase two new Police Motorcycles.	
V	RESOLUTIONS	ACTION
	Administration	
1	Policy of the Village of Port Chester for co-sponsoring events.	
2	Authorize the transfer of \$29,524.27 from the DEA Asset Forfeiture Account to Equipment Line to purchase Patrol PC Mobile Computers, Brother Mobile Printers, mount and adapter and cables.	

3	Memorandum of Agreement and successor Collective Bargaining Agreement between the Village of Port Chester and the Port Chester Police Association, Inc.	
	Senior / Nutrition Program	
4	Authorize The Port Chester Nutrition Program to enter into contract with Westchester County for the IIIB Program Year January 1 – December 31, 2013 for the amount of \$15,274.00.	
VI	CORRESPONDENCE	ACTION
1	From Alex Payán resigning from the Village of Port Chester Waterfront Commission, effective July 13, 2013.	No Action Required
2	2013 Columbus Day Parade	No Action Required
3	From Cablevision - Retiring of News12 Traffic and Weather to Broadcast Basic	No Action Required
4	From State of NY Department of Transportation - ADA Sidewalk and Ramps Improvements.	No Action Required
5	From U.S. Department of Housing and Urban Development.	No Action Required
6	From Village of Port Chester Justice Court designating Marshal Carroll as the Chief Marshal.	No Action Required
7	From Nicholas Melillo regarding 1st Annual Chucky Melillo Softball Classic & Family Fun Day.	No Action Required
8	From Town of Greenburgh- Complaints about Telephone Poles and Wires.	Requires Board Action
9	From Lisa Dileo requesting permission to block off the street from Irenhyl to Irving Avenue for an annual “Breckenridge Avenue Block Party” on Sunday September 15, 2013.	Requires Board Action
10	From Port Chester-Rye-Rye Brook EMS – request the re-appointment of David Byrnes to the EMSC.	Requires Board Action
11	From Andrea Winchester requesting permission to block off Linden Street for an annual “Block Party” on Saturday August 31, 2013.	Requires Board Action
12	From Harry Howard Hook and Ladder Co No 1 on the resignation of Nicholas Melillo and Michael Spadaro from membership.	Requires Board Action
13	From Port Chester High School Soccer Club request the use of Columbus Park on Saturday August 17, 2013 12:00 Noon to 4:00 PM.	Requires Board Action

14	From Church of Our Lady of Rosary requesting permission to have a procession with approximately 300 people on October 21, 2012 beginning at 1:30 pm at Don Bosco center.	Requires Board Action
15	From Port Chester Dog Park Group is requesting the use of Abendroth Park for a tag sale on September 14, 2013.	Requires Board Action
16	From Port Chester Taxi Association.	Requires Board Action
VII	MINUTES	ACTION
1	Minutes from June 13, 2013	
2	Minutes from June 17, 2013	
VIII	PUBLIC COMMENTS AND BOARD COMMENTS	

TIME: _____

**PROPOSED MOTION
FOR
EXECUTIVE SESSION**

AWARD PRESENTATION

PUBLIC COMMENTS

PRESENTATION



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Choose a Department

Village BOT Meeting Date:

Item Type: *Choose an item.*

Description	Yes	No	Description	Yes	No
Fiscal Impact			Public Hearing Required		
Funding Source:			BID #		
Account #:			Strategic Plan Priority Area		
Agreement			Manager Priorities		
Strategic Plan Related					

Sponsor's Name:

Heading Title <i>(Will appear as indicated below on Agenda)</i>



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

Manager Summary

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Proposed Action

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Attachments

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VILLAGE OF PORT CHESTER
DEPARTMENT OF PLANNING & DEVELOPMENT

222 Grace Church Street, Rm. 202
Port Chester, NY 10573
(P) 914.937.6780
(F) 914.939-2733



Christopher Gomez, AICP Director
Jesica Youngblood, MCP Planner
Connie Phillips, Secretary

To: Mayor Pagano and Board of Trustees

From: Christopher Gomez, AICP, Director of Planning and Development
Jesica Youngblood, Planner

Re: Monthly Planning Application Update/New Development Application Protocols

CC: C. Steers, T. Cerreto, P. Miley, J. Richards, L. Douglas

Date: August 1, 2013

Please find the attached monthly update of active and recently approved Planning Commission cases. Note that "Active Planning Applications" are those that are currently before the Planning Commission or have been referred to additional boards prior to final site plan approval.

I will be giving a brief presentation Monday night to answer questions and explain the newly codified planning application process including an overview of the attached Project Proposal Form (PPF) and Pre-submission Meeting Form.

PLANNING APPLICATION UPDATE

August 2013



Christopher Gomez, AICP Director
 Jessica Youngblood, MCP Planner
 Connie Phillips, Planning Commission Secretary

ACTIVE PLANNING APPLICATIONS

Address	Project Description
26 Putnam Ave	Site Plan approval for continued use of an existing Sign/Graphic Design Shop (2nd fl.) and approval for a change of use (1st fl.) for current non-conforming use as a laundromat.
110 Westchester Ave	Provide pedestrian access from Village owned muni parking lot to rear of common property line, install new exit door, walkway with lighting new fencing and new lawn.
126 North Main Street	Convert existing vacant building into gastropub styled restaurant.
139 South Main Street	Conversion of an existing building into a new restaurant.
45 Townsend Street	Demolish existing building and construct area for outdoor storage of building materials.

ADDITIONAL PLANNING APPLICATIONS

Address	Project Description
223 Boston Post Road	Remove and rebuild mini mart and install a 4 ft. sidewalk around building. Install water quality device and add landscaping.
50 Broad Street	Proposed subdivision of land.
163 North Main Street	Convert a garage door entry area to an accessory kitchen with walk-up take away food service (accessory to Tandoori Restaurant).
**Port Chester MTA Station	Construction and partial renovation of train station into Heartland Brewery and Restaurant.
52 Eldridge St	Demolition and reconstruction of an existing adjacent building.
145 Irving Avenue	Legalizing existing one-family residence.

PLANNING APPLICATION UPDATE

August 2013

Christopher Gomez, AICP Director
 Jessica Youngblood, MSCP Planner
 Corinne Phillips, Planning Commission Secretary



RECENTLY APPROVED APPLICATIONS

Address	Project Description	Address	Project Description
152 King Street	Proposed interior renovations to a 1-story building to convert existing repair bays to a convenience store.	575 Boston Post Road	Renovation and reuse of existing building to support Whole Foods Market with associated site improvements, loading docks, and facade improvements.
96 Perry Ave	Two-lot subdivision (positive referral to BOT)	321 Boston Post Road	Interior and exterior renovations to an existing restaurant with drive-thru with no additional square footage or expansion of the existing footprint.
145 Westchester Ave	Expansion of use and operation of the space by annexing it into the adjacent existing overall operations of The Capitol Theatre.	16-18 North Main Street	Operate a restaurant which will include the addition of second floor dining and to renovate an existing building and construct a new building that will contain six new residential units.
149-151 Westchester Ave	Expansion of capacity use/increase occupancy from 1835 to 2205; add exterior walk in cooler, use of sidewalk hydraulic material lift and addition of mobile stand up bars.	44-48 North Main Street	Renovate an existing mixed-use building to accommodate 11 dwelling units and associated site improvements, as well as a change of use to accommodate a yogurt shop on the first floor.
36 Midland Avenue	Installation of sectional overhead doors & relocation of 3 parking spaces.	50 Abendroth Ave	Renovate facade and create an elevated outdoor seating area along the rear businesses located on site with addition of a 1,025 square foot elevated concrete slab to accommodate outdoor tables and chairs accommodating.
104 North Main Street	Reconfigure existing takeout restaurant & expand kitchen & dining room into existing adjacent tenant spaces, renovate existing basement for auxiliary use to restaurant on 1st floor, install new NFPA Sprinkler System throughout entire building.	145 South Main Street	Change of use of a 2,100 square foot portion of the 2nd floor of an existing mixed-use building to support a personal service fitness training operation, along with the construction of a new access stair.
110 Midland Avenue	Installation of a self-contained cosmetic spray booth within open warehouse space in accordance with Westchester County emission permit.	11 Riverdale Avenue	The reuse of site to support a health club with lounge, cafe, ancillary retail, interior garage, and exterior off-street parking.
110 North Main Street	Raise existing roof structure to provide habitable space. Existing 2nd floor to be used as an office, storage, private dining and a service kitchen for private dining.	Willett Avenue & Abendroth Pl	Mixed-use project consisting of 120 dwelling units, 1,444 square feet of ground floor commercial space, off-street parking and associated site improvements.
400 Westchester Ave	Construct a rear handicap-accessible rear facility entrance with canopy and fence. Replace playground equipment.	275 Boston Post Road	Renovate existing vacant food service establishment into a Popeye's franchise restaurant with drive-thru.



Village of Port Chester Planning & Development
222 Grace Church Street
Port Chester, NY 10573
Phone 914-937-6780



PROJECT PROPOSAL FORM

This form must be submitted to the Office of Planning and Development prior to scheduling a pre-submission meeting with the Director of Planning and Development or designee. Please allow at least ten (10) business days from the time of form submission for staff review. Submit completed form in hard copy or electronically to planning@portchesterny.com.

Applicant Information
Name:
Address:
Phone:
Email:
Property Owner Information (if different than above)
Name:
Address:
Phone:
Email:
Property of Interest
Address:
Existing Use, e.g. retail, office, restaurant, warehouse, vacant, etc.:

Development Proposal

Description of proposed project. Please be as specific as possible. Please attach any additional information, description, photos, etc. as needed to explain the proposal to the back of this form as needed.

Please answer the following questions.

a) What is the size (sqft) of the existing structure(s) on site? What is the size (sqft) of proposed building, structure, or addition?

b) Will there be any truck or other deliveries? If so, list frequency and number of deliveries by the type of truck (van, box truck, tractor trailer). Will the proposal pose an increase in the number of deliveries compared to the existing use?

c) Is any parking currently provided on-site? If so, how many spaces? Will the proposal described herein require additional parking spaces? If so, how many additional spaces?

d) Will there be any exterior work completed (parking lot, building façade, sidewalk, drainage, signage, etc.)? Will there be any interior work completed? Is there any construction proposed, such as additions or demolitions?

e) *Will there be an increase in the number of patrons resulting from the proposed use?*

f) *Number of intended employees?*

g) *Will the project generate additional stormwater runoff or create additional impervious surface area? (An impervious surface is one that does not permit the passage of water, i.e. parking lots, sidewalks, rooftops, etc.)*

h) *Does the property currently experience flooding during significant rainfall or storm events? Is the proposal site in a flood zone?*

i) *Has the applicant conducted a property history search through the [Building Department](#)? If so, for what use was the last Certificate of Occupancy (CO) and/or Certificate of Permitted Use issued by the Building Inspector and in which year?*

j) *Is the proposal site currently connected to the Village sewer/storm system?*

k) *Are any permits or licenses required by any governmental agency? If so, have all necessary permits and/or licenses been acquired?*

Applicant/Applicant Representative Name – Please Print

Applicant/Applicant Representative Signature

Date

SPACE BELOW IS FOR OFFICE USE ONLY

DATE RECEIVED:

STAFF VERIFICATION
Section, Block, Lot:
Zoning District:
Total lot size (sqft):
Building footprint (sqft):
Approved existing use:
Proposed use:
<input type="checkbox"/> P <input type="checkbox"/> SE <input type="checkbox"/> X
Reviewed by:

MAJOR SITE PLAN THRESHOLDS DETERMINATION:

- Development of 15,000 square feet or more of new or renovated floor space
- Development of 15,000 square feet or more of new or land disturbance including demolition
- Any residential development greater than four (4) dwelling units
- Development of any vacant parcel
- New Wireless Telecommunications Facility
- Any development classified by a Lead Agency as a Type 1 Action under the New York State Environmental Quality Review Act (SEQRA)

If at least one (1) box applies, project proposal is classified as a Major site plan and will require at least one Development Review Committee Meeting per Section 345-23(C) of the Village Code before site plan submission, subject to Section 175 Fees.



Village of Port Chester Planning & Development
 222 Grace Church Street, Rm. 202
 Port Chester, NY 10573
 Phone 914-937-6780



PRE-SUBMISSION CONFERENCE RECORD

To be used in conjunction with the *Project Proposal Form* submitted by applicant.

Meeting Date & Time:	Tax Map Designation:		
	<i>SECTION:</i>	<i>BLOCK:</i>	<i>LOT(S):</i>
Property Location/Street Address:	Zoning District:	Existing Use:	
Located in a FEMA designated flood zone?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Within LWRP Boundary?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Village Representatives:			
<input type="checkbox"/> Planning Director	<input type="checkbox"/> Planning Consultant		
<input type="checkbox"/> Village Planner	<input type="checkbox"/> Village Engineer		
<input type="checkbox"/> Building Inspector	<input type="checkbox"/> Village Attorney		
<input type="checkbox"/> Village Manager	<input type="checkbox"/> Other _____		
Proposed Project Description:			
Is a DRC meeting required? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Date of DRC Meeting: ____/____/____			
Potentially Required Approvals:		Forms Provided:	
<i>Planning</i>		<input type="checkbox"/> Site Plan Application	
<input type="checkbox"/> Site Plan		<input type="checkbox"/> Subdivision Application	
<input type="checkbox"/> Subdivision		<input type="checkbox"/> Special Exception Use Application	
<input type="checkbox"/> Special Exception Use		<input type="checkbox"/> Short Environmental Assessment Form	
<input type="checkbox"/> Waterfront Commission		<input type="checkbox"/> Long Environmental Assessment Form	
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Coastal Assessment Form	
<i>Zoning</i>		<input type="checkbox"/> Public Notice Requirements	
<input type="checkbox"/> Use Variance		<input type="checkbox"/> Wireless Application	
<input type="checkbox"/> Area Variance		<input type="checkbox"/> Fee Requirements ¹	
<input type="checkbox"/> Zoning Interpretation		<input type="checkbox"/> IDA Application	
<input type="checkbox"/> Parking/Truck Loading Variance		<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Other: _____		Potentially Required Referrals:	
<i>Board of Trustees</i>		<input type="checkbox"/> County Planning Board	
<input type="checkbox"/> Zoning Map Amendment		<input type="checkbox"/> County Dept. of Health	
<input type="checkbox"/> Zoning Text Amendment		<input type="checkbox"/> County Dept. of Public Works	
<input type="checkbox"/> MUR District		<input type="checkbox"/> NYS Dept. of Environmental Conservation	
<input type="checkbox"/> Other: _____		<input type="checkbox"/> NYS Dept. of Transportation	
		<input type="checkbox"/> NYC Dept. of Environmental Protection	
		<input type="checkbox"/> Other: _____	

¹ Added 4-15-2013, L.L. No.

<p>Engineering: Level Threshold Classification</p> <p><input type="checkbox"/> Level A: Interior Work Only</p> <p><input type="checkbox"/> Level B: Site Work, No Excavation/Filling</p> <p><input type="checkbox"/> Level C: Site Work, Excavation/Filling</p> <p><input type="checkbox"/> Level D: Site Work, Excavation/Filling, In Floodplain</p> <p><input type="checkbox"/> <i>Engineering Site Plan checklist provided to applicant</i></p>	<p>Potential Economic Development Opportunities:</p> <p><i>PCIDA</i></p> <p><input type="checkbox"/> Tax Exemption</p> <p><input type="checkbox"/> PILOT</p> <p><input type="checkbox"/> Other:</p> <p><input type="checkbox"/> Grants</p> <p><input type="checkbox"/> Other: _____</p>
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Notes:

This document summarizes preliminary project information, and does not necessarily include all issues of concern to the Village.



DISCUSSION

RESOLUTIONS

POLICY OF THE VILLAGE OF PORT CHESTER FOR CO-SPONSORING
SPECIAL EVENTS

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 Board of Trustees has received many requests for the Village to co-sponsor special events that are not associated with state legal holidays ; and

WHEREAS, such requests involve the use of Village resources in a challenging fiscal environment and potential claim exposure; and

WHEREAS, there is a need to evaluate such requests in a more comprehensive manner; and

WHEREAS, a formal policy would serve as the basis for the review of future requests. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby adopts the following policy with regard to the Village of Port Chester co-sponsoring special events that are not associated with state legal holidays:

1. The applicant must be a 501(c) (3) corporation that provides services in the Village of Port Chester for village residents.
2. The applicant must have been incorporated for a minimum of two years.
3. The event serves a public purpose.
4. The applicant must register a request no less than 45 days and no earlier than 90 days prior to the date of the event.
5. Any request will require the input of Village staff.
6. The Village's contribution is a maximum of \$1,000 and is in the form of in-kind services.
7. If approved by the Board of Trustees, the applicant must execute an agreement satisfactory in form to the Village Attorney, comply with the Village's insurance requirements and agree to defend and indemnify the Village of Port Chester.

8. The Village will co-sponsor no more than five special events in any given calendar year. Applications will be considered on a first-come, first-serve basis

and, be it further

RESOLVED, that the Village Manager publicly disseminate said policy in a manner that he shall best determine.

APPROVED AS TO FORM”

Anthony M. Cerreto
Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE: August 5, 2013

RESOLUTION
 BUDGET AMENDMENT – DEA FUNDS TO PURCHASE
 5 PATROL PC MOBILE COMPUTERS WITH CABLES & BLACLIT KEYBOARD
 5 BROTHER MOBILE PRINTERS, AND 1 BROTHER MOBILE PRINTER & HAVIS
 MOUNT FOR CAR 54

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 Police Chief is recommending the use of DEA Asset Forfeiture Funds to purchase from L-Tron Corporation, 596 Fishers Station Drive, STE 1A, Victor, NY 14564, NYS Contract PT60949, the following items:

5 Patrol PC Mobile Computers with Built in Scanners	\$24,835.80
5 Patrol PC Power Cable and Backlit Keyboard	\$ 1,921.10
5 Brother Mobile Printers, Car Adapter, USB Cables	\$ 1,840.50
1 Brother Mobile Printer and Havis Mount (Car 54)	<u>\$ 926.87</u>
Total	<u>\$29,524.27</u>

Now, therefore be it

RESOLVED, that the Board of Trustees of the Village of Port Chester, New York hereby authorizes the Village Treasurer to modify the 2013-14 General Fund Budget as follows:

GENERAL FUND

Balance Sheet:

001-001-0695	Deferred Revenue Police DEA	\$(29,524.27)
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Revenues:

001-0001-2613	Use of Deferred DEA Revenue	\$29,524.27
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Appropriations:

001-3120-0200	Police Equipment	\$29,524.27
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APPROVED AS TO FORM”

 Anthony M. Cerreto
 Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE: August 5, 2013



VILLAGE OF PORT CHESTER

Department of Police, 350 North Main Street, Port Chester, NY 10573



Joseph M. Krzeminski
Chief of Police

(914) 939-1000
(914) 939-6402
Fax: (914) 939-2298
E-mail: jkrzeminski@vpcpd.com

To: Leonie Douglas, Village Treasurer
From: Joseph M. Krzeminski, Chief of Police
Re: Transfer of Funds
Date: July 22, 2013

Please be advised I authorize the transfer of \$29,524.27 from the DEA Asset Forfeiture Account Number 001-0001-0695 to the Equipment Line, Appropriation Number 001-3120-0200 for payment for the following:

L-Tron Corporation, 596 Fishers Station Drive, STE 1A, Victor, NY 14564

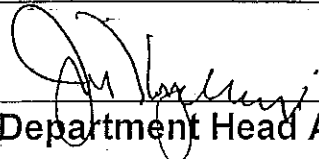
5 – Patrol PC Mobile Computers with built in scanners	\$24, 835.80
5 – Patrol PC Power Cables and Backlit Keyboard	\$ 1,921.10
5 – Brother Mobile Printers, car adapter, usb cables	\$ 1,840.50
1 – Brother Mobile Printer and Havis Mount (Car 54)	\$ 926.87
TOTAL	\$29,524.27

**Village of Port Chester
Budget Transfer Form**

Department: Port Chester Police Dept.

Date: 7-22-13

	FROM ACCOUNT	TO ACCOUNT	AMOUNT
Account	001-1320-0406	001-1320-0200	Example
Description	Office Supplies	Equipment	500.00
Account	001-0001-0695	001-3120-0200	
Description	DEA Asset Forfeiture	Equipment	\$29,524.27
Account			
Description			
Account			
Description			
Account			
Description			
Account			
Description			
Account			
Description			
Account			
Description			
Account			
Description			


 Department Head Approval

 Village Manager Approval

VILLAGE OF PORT CHESTER PURCHASE ORDER FORM

07/22/13
DATE

Ship To:

*Village of Port Chester PD
350 North Main Street
Port Chester, NY 10573*

122018
VENDOR NUMBER

VOUCHER NUMBER

L-Tron Corporation
596 Fishers Station Drive, STE 1A
Victor, NY 14564
VENDOR NAME & ADDRESS

APPROPRIATION	AMOUNT
001.3120.0200	29,524.27

\$ 29,524.27
AMOUNT

Quotes Attached

The Village of Port Chester will not honor any purchase order unless signed by the Department Head, authorized by the TREASURER'S OFFICE, and assigned a PURCHASE ORDER NUMBER PRIOR TO RECEIVING ANY GOODS OR SERVICE.

NYS Contract Westchester County # _____

QUANTITY	DESCRIPTION OF PURCHASE	PRICE
5	Patrol PC Mobile Computers with built in scanners	24,835.80
5	Patrol PC Power cables and backlit keyboard	1,921.10
5	Brother Mobile Printers, car adapter, usb cables	1,840.50
1	Brother Mobile Printer and Havis Mount (Car 54)	926.87

DEPARTMENT HEAD'S SIGNATURE

VILLAGE MANAGER'S SIGNATURE

PURCHASE ORDER NUMBER
TREASURER'S OFFICE

DEA Fund Transfer Request

5 – Patrol PC Mobile Computers with built in scanners	\$24,835.80
5 – Patrol PC Power Cables and Backlit Keyboard	\$ 1,921.10
5 – Brother Mobile Printers, car adapter, usb cables	<u>\$ 1,840.50</u>
Sub Total	\$28,597.40
1 – Brother Mobile Printer and Havis Mount (Car 54)	<u>\$ 926.87</u>
Total	\$29,524.27



L-TRON CORPORATION

Quotation

596 Fishers Station Drive, STE 1A, Victor, NY 14564
t. 585-383-0050 f. 585-383-0701

Number LTCQ6980-01

Date Jun 26, 2013

To
Port Chester Police Department
Charlie Vaccaro
CVaccaro@vpcpd.com
350 N. Main Street
Port Chester, NY 10573

Phone: 914-939-6608
Fax:

Inquiry: email
Sales Rep: Charlie Waldman

Ship: Ground
Delivery: 4-6 weeks ARO
FOB: Shipping point
Terms: Net 30

Qty	Part #	Description	Unit Price	Ext. Price
5	PPC-RT12I-G2-Lite	PatrolPC Core i Intel Generation 2 FIXED MOUNT COMPUTER featuring Portscape™ mounting - (12.1" Enhanced Display - Approximately 350NITS, 2.2 GHz Core i3 2 core, removable 250 GB HD, 2 GB DDR3-1333 RAM, No OS, 1 10/100/1G Ethernet, 7 USB 2.0, HDMI, 2 audio ports, 3yr Warranty)	\$2,977.22	\$14,886.10
5	PPC-SRD-1200	Upgrade to 12.1" Sunlight Readable Display - Approximately 1200NITS	\$844.34	\$4,221.70
5	PPC-W-GTS	Ultra Armour Glass-On-Glass Touch Screen	\$168.89	\$844.45
5	PPC-2-4GB-RAM	Upgrade from 2GB RAM to 4 GB RAM	\$105.56	\$527.80
5	PPC-W-7P32	Windows 7 Pro 32 bit w/Win 7 Pro COA	\$239.58	\$1,197.90
5	PPC-ISCAN	Internal 2D Law Enforcement Imaging Scanner	\$631.57	\$3,157.85



Group: 79507 Award: 18968
Contract: PT60949 (include this on your order)
NYS OGS Purchasing Officer: James Patrick
518-408-1026 Federal Tax ID: 14-1601902
on the web:
www.ogs.state.ny.us/purchase/snt/awardnotes/7950718968can.HTM

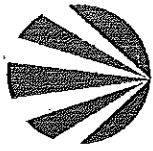
Please fax or e-mail your order to: 585.383.0701, Sales@L-Tron.com.
Thank you for considering our products.

Total	\$24,835.80
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Charlie Waldman

Page 1 of 1

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - ALL HARDWARE PROPOSED ABOVE IS COVERED BY THE MANUFACTURERS WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY ON A DEPOT BASIS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. RETURNS WILL NOT BE ACCEPTED WITHOUT AN RMA NUMBER, STANDARD PARTS ARE SUBJECT TO A MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. RMA'S FOR NON DEFECTIVE MATERIALS WILL ONLY BE ISSUED WITHIN 21 DAYS OF SHIPMENT. RETURNS OF CUSTOM CONFIGURATIONS OR PARTS MAYBE SUBJECT TO MANUFACTURERS RESTRICTIONS. QUOTATION DOES NOT INCLUDE SHIPPING, OR ANY SALES TAXES OR DUTIES. CREDIT TERMS ARE SUBJECT TO APPROVAL BY THE FINANCE DEPARTMENT.



L-TRON CORPORATION

596 Fishers Station Drive, STE 1A, Victor, NY 14564
 t. 585-383-0050 f. 585-383-0701

Quotation

Number LTCQ6981

Date Jun 4, 2013

To
Port Chester Police Department
 Charlie Vaccaro
 CVaccaro@vpcpd.com
 350 N. Main Street
 Port Chester, NY 10573
Phone: 914-939-6608
Fax:

Inquiry: Verbal
Sales Rep: Charlie Waldman

Ship: Ground
Delivery: 2-3 weeks ARO
FOB: Shipping point
Terms: Net 30

Qty	Part #	Description	Unit Price	Ext. Price
5	1-050-100102-1-A	10 AMP Fused Power Cable	\$92.89	\$464.45
5	PPC-SB-KB	Rugged Backlit Keyboard - TG3 KBA-BLT-5RBUVS 82 Key Backlit Red Illuminated Keyboard with Touchpad - 1 year manufacturers warantee	\$291.33	\$1,456.65

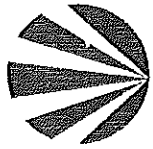
Please fax or e-mail your order to: 585.383.0701, Sales@L-Tron.com.
 Thank you for considering our products.

Total	\$1,921.10
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Charlie Waldman

Page 1 of 1

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - ALL HARDWARE PROPOSED ABOVE IS COVERED BY THE MANUFACTURERS WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY ON A DEPOT BASIS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. RETURNS WILL NOT BE ACCEPTED WITHOUT AN RMA NUMBER, STANDARD PARTS ARE SUBJECT TO A MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. RMA'S FOR NON DEFECTIVE MATERIALS WILL ONLY BE ISSUED WITHIN 21 DAYS OF SHIPMENT. RETURNS OF CUSTOM CONFIGURATIONS OR PARTS MAYBE SUBJECT TO MANUFACTURERS RESTRICTIONS. QUOTATION DOES NOT INCLUDE SHIPPING, OR ANY SALES TAXES OR DUTIES. CREDIT TERMS ARE SUBJECT TO APPROVAL BY THE FINANCE DEPARTMENT.



L-TRON CORPORATION

Quotation



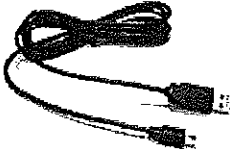
596 Fishers Station Drive, STE 1A, Victor, NY 14564
 t. 585-383-0050 f. 585-383-0701

Number LTCQ7110

Date Jun 26, 2013

To
Port Chester Police Department
 Charlie Vaccaro
 CVaccaro@vpcpd.com
 350 N. Main Street
 Port Chester, NY 10573
Phone: 914-939-6608
Fax:

Inquiry: email
Sales Rep: Charlie Waldman
Ship: Ground
Delivery: stock + transit ARO
FOB: Shipping point
Terms: Net 30

Qty	Part #	Description	Unit Price	Ext. Price
5	PJ623	Brother Mobile PocketJet 6 Plus, 300-dpi Integrated USB/IrDA, (Engine only), Requires Power Adapter and Interface Cable. 6 Pages Per Minute 	\$341.10	\$1,705.50
5	LB3692	PocketJet Car Adapter, Wired, 14-Foot Length 	\$17.10	\$85.50
5	LB3602	Brother Mobile USB Cable for PocketJet 3 Printer, 6-Foot Length (formerly 206696) 	\$9.90	\$49.50

Please fax or e-mail your order to: 585.383.0701, Sales@L-Tron.com.
 Thank you for considering our products.

Total \$1,840.50

Charlie Waldman

Page 1 of 1

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - ALL HARDWARE PROPOSED ABOVE IS COVERED BY THE MANUFACTURERS WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY ON A DEPOT BASIS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. RETURNS WILL NOT BE ACCEPTED WITHOUT AN RMA NUMBER, STANDARD PARTS ARE SUBJECT TO A MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. RMA'S FOR NON DEFECTIVE MATERIALS WILL ONLY BE ISSUED WITHIN 21 DAYS OF SHIPMENT. RETURNS OF CUSTOM CONFIGURATIONS OR PARTS MAYBE SUBJECT TO MANUFACTURERS RESTRICTIONS. QUOTATION DOES NOT INCLUDE SHIPPING, OR ANY SALES TAXES OR DUTIES. CREDIT TERMS ARE SUBJECT TO APPROVAL BY THE FINANCE DEPARTMENT.



L-TRON CORPORATION

596 Fishers Station Drive, STE 1A, Victor, NY 14564
 t. 585-383-0050 f. 585-383-0701

Quotation

Number LTCQ7240
 Date Jul 18, 2013

To
Port Chester Police Department
 Charlie Vaccaro
 CVaccaro@vpcpd.com
 350 N. Main Street
 Port Chester, NY 10573

Phone: 914-939-6608
Fax:

Inquiry: phone call of July 18, 2013
Sales Rep: Charlie Waldman

Ship: Ground
Delivery: stock to 3 weeks ARO
FOB: Shipping point
Terms: Net 30

Qty	Part #	Description	Unit Price	Ext. Price
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CAR 54

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1	4910LR-151-LTRK	L-Tron 4910LR Microphone Style Driver License Reader Kit Includes:	\$339.00	\$339.00
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- 2D Barcode Imager Pre-Installed with a Protective, Ergonomic Boot and Radio Mic Hanger
- Custom Firmware, TraCS 7.x and 10.x Compatible
- Radio Microphone Clip for Vehicle Installation
- Coiled 9.5' USB Interface Cable. 15 Pin Secured to Scanner by Thumb Screws, USB Type A Host







Group: 79507 Award: 18968
 Contract: PT60949 (include this on your order)
 NYS OGS Purchasing Officer: James Patrick
 518-408-1026 Federal Tax ID: 14-1601902
 on the web:
www.ogs.state.ny.us/purchase/snt/awardnotes/7950718968can.HTM

Continued On Next Page ...

Charlie Waldman

Page 1 of 2

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Qty	Part #	Description	Unit Price	Ext. Price
1	C-ARPB-102	Havis Pedestal Style Armrest Printer Mount for PocketJet Printers and roll paper. Trak mount, Large arm rest pad, Flip, Height adjustable 	\$219.77	\$219.77
		Group: 79550 Award: 22227 Contract: PT65676 (please include this on your order) Federal Tax ID: 14-1601902 on the web: www.ogs.ny.gov/purchase/prices/7955022227PL_Havis.pdf f		
1	PJ623	Brother Mobile PocketJet 6 Plus, 300-dpi Integrated USB/IrDA, (Engine only), Requires Power Adapter and Interface Cable. 6 Pages Per Minute 	\$341.10	\$341.10
1	LB3692	PocketJet Car Adapter, Wired, 14-Foot Length 	\$17.10	\$17.10
1	LB3602	Brother Mobile USB Cable for PocketJet 3 Printer, 6-Foot Length (formerly 206696) 	\$9.90	\$9.90
Please fax or e-mail your order to: 585.383.0701, Sales@L-Tron.com. Thank you for considering our products.			Total	\$926.87

Charlie Waldman

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PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - ALL HARDWARE PROPOSED ABOVE IS COVERED BY THE MANUFACTURERS WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY ON A DEPOT BASIS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. RETURNS WILL NOT BE ACCEPTED WITHOUT AN RMA NUMBER, STANDARD PARTS ARE SUBJECT TO A MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. RMA'S FOR NON DEFECTIVE MATERIALS WILL ONLY BE ISSUED WITHIN 21 DAYS OF SHIPMENT. RETURNS OF CUSTOM CONFIGURATIONS OR PARTS MAYBE SUBJECT TO MANUFACTURERS RESTRICTIONS. QUOTATION DOES NOT INCLUDE SHIPPING, OR ANY SALES TAXES OR DUTIES. CREDIT TERMS ARE SUBJECT TO APPROVAL BY THE FINANCE DEPARTMENT.

RESOLUTION

MEMORANDUM OF AGREEMENT AND SUCESSOR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF PORT CHESTER AND THE PORT CHESTER POLICE ASSOCIATION, INC.

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

WHEREAS, the Village of Port Chester and the Port Chester Police Association, Inc., entered into negotiations for successor agreement to a contract that expired on May 31, 2013; and

WHEREAS, those negotiations have been successfully concluded; and

WHEREAS, the parties have arrived at a tentative agreement covering the period of June 1, 2013 through May 31, 2014. Now therefore, be it

RESOLVED, that the Board of Trustees hereby ratifies and approves the Memorandum of Agreement dated July 23, 2013 annexed hereto with the Port Chester Police Association, Inc.; and be it further

RESOLVED, that the Village Manager be authorized to execute the successor agreement when it is prepared; and be it further

RESOLVED, that the Board of Trustees authorizes the Village Treasurer to modify the General Fund Budget as follows:

GENERAL FUND

Transfer From:

Contingency

1.1990.0400 Contingency \$233,914

Transfers To:

Police Department

1.3120.100 Salaries \$148,198
1.3120.101 Overtime \$11,250
1.3120.105 Out of Title \$525
1.3120.106 Holiday Pay \$4,375
1.3120.124 Sick Incentive \$375
1.3120.125 O/T V. Court \$300
1.3120.125 O/T C. Court \$625

1.3120.143	In Service Training	\$2,875
1.3120.197	Vacation Buyout	\$1,175
1.3120.198	Super Holiday Pay	\$500
1.3120.199	Final Retirement Payout	\$1,875
1.9030.802	FICA	\$10,669
1.9030.810	Medicare	\$2,495
1.9010.801	NYS Police & Fire Retirement	\$48,677
Total		\$233,913

APPROVED AS TO FORM”

Anthony M. Cerreto
Village Attorney

ROLL CALL

AYES:
NOES:
ABSENT:

DATE: August 5, 2013



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Choose a Department Senior Center

Village BOT Meeting Date: 7/29/2013

Item Type: Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact			Public Hearing Required		X
Funding Source:			BID #		
Account #:			Strategic Plan Priority Area		
			Quality of Life & Village Image		
Agreement	X		Manager Priorities		
Strategic Plan Related			Choose a Manager Priority		

Sponsor's Name: Carol Nielsen, Director of Senior Programs & Services

Heading Title

(Will appear as indicated below on Agenda)

Resolution to have the Village Manager enter into contract with Westchester County Department of Senior Programs & Services for the program year 1/1/2013 through 12/31/2013 for the Title IIIB program. The amount of the Title IIIB grant is Federal Funds--\$15,274.00, Local Match \$10,614.00.

Summary



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Copy of the contract cover page.



Robert P. Astorino, Westchester County Executive

Mae Carpenter, Commissioner
Department of Senior Programs and Services

July 12, 2013

Carol Nielsen
Director
Village of Port Chester
222 Grace Church St.
Port Chester, NY 10573

Dear Mr. Steers:

Enclosed is one blank copy of the Title IIIB contract to cover the programs to be provided by the Village of Port Chester for the program year 1/1/2013 through 12/31/2013. Please be aware that beginning this year the department will be reimbursing based on the Unit Cost Reimbursement System. Reimbursement will be made for actual services provided and entered in the Social Assistance Management System (SAMS).

The contract is comprised of the following documents:

- (1) Agreement
- (1) Schedule A and
- (1) Schedule B

Please complete these documents as follows:

AGREEMENT:

Fill in all relevant information in the spaces provided on page 1, 2, and 11 the Contractor's Acknowledgement and the Certificate of Authority and make a copy. Make sure that where signatures are required on both copies that they are original and in **BLUE INK** only. **Return two (2) originally signed agreements.**

SCHEDULE A:

Fill in the relevant information on each page then make a copy. Make sure that where signatures are required on both copies that they are original and in **BLUE INK** only. **Return two (2) originally signed Schedule As.**

SCHEDULE B:

Fill in the relevant information on each page, making sure that where signatures are required that they are original and in **(BLUE INK)** only. **Return one (1) originally signed Schedule B.**

NOTE: You must use the original Agreements and Schedules that we have provided. Scanned copies will be returned. We also suggest that you keep a copy of the contract for your records.

Tentative Funding for the Village of Port Chester for the current Title III-B program year, 2013, will be as follows:

Grant	Federal Funds	Local Match	County Match
Title III-B	\$15,274.00	\$10,614.00	N/A

Please be aware that the Department may reduce the amount payable to its contractors if the New York State Office for the Aging reduces the Department's Federal and/or State funding, in which case you will be notified.

We are currently requiring most contractors to complete a monthly electronic report in SAMS and to mail in a paper copy of the report to the program liaison. The completed SAMS MONTHLY ELECTRONIC PAPER REPORT and/or other approved reporting measure must be signed by the staff member responsible for the report. Reports should be received by the program liaison no later than the fifteenth (15th) day of the following month. Contractors that are not required to enter their data electronically into SAMS have already been informed.

Return two (2) originally signed contracts to me at the address in the footer of the first page. Please pay special attention to the **"Standard Insurance Provisions"** on pages 3 and 4 of the Schedule A for detailed information regarding ALL required insurances. Contracts will be on hold pending receipt of any missing insurance form. Remember to list **Westchester County as an Additional Insured** on the Certificate of Liability Insurance.

Please direct program-related questions to your program liaison Meleita Jones at 914-813- 6420. You may also contact me at 914-813-6058 or via e-mail at ssj3@westchestergov.com for questions pertaining to the processing of the contract. Additionally, information regarding the new vouchering procedure will be forwarded at a later date.

Sincerely,



Sharon Johnson
Program Administrator

Encl.

RESOLUTION
SENIOR NUTRITION TITLE III-B

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 agreement with the County of Westchester for the Older Americans Act and New York State Community Services for the Elderly Act, for Title III-B for \$15,274.00 to cover the programs provided by the Village of Port Chester for period covered January 1, 2013 through December 31, 2013.

APPROVED AS TO FORM”

Anthony M. Cerreto
Village Attorney

ROLL CALL

AYES:
NOES:
ABSENT:

DATE: August 5, 2013

CERTIFICATION OF RECORDS

STATE OF NEW YORK)

SS:

COUNTY OF WESTCHESTER)

I, Janusz R. Richards, the undersigned Village Clerk of the Village of Port Chester, New York,
DO HEREBY CERTIFY.

That I have compared the annexed copy of a resolution adopted by the Board of Trustees of the Village of Port Chester, New York on August 5, 2013 and that the same is a true and correct copy therefrom.

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed the corporate seal of the Village of
Port Chester, New York this ___ day of August, 2013.

(Seal)

Deputy Village Clerk,
Village of Port Chester, New York

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 a grant by the New York State Office for the Aging pursuant to Title III-B of the Older Americans Act to provide nutrition site transportation and supportive services transportation to elderly residents of the County; and

WHEREAS, the Contractor desires to perform said services upon the terms and conditions hereinafter set forth, and the County desires the Contractor to perform said services 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 provide various nutrition site transportation and supportive services transportation to elderly residents of the County pursuant to Title III-B of the Older Americans Act in accordance with the scope of services and rates set forth in Schedule B (hereinafter the "Program"). Contractor also agrees to comply with the terms set forth in Schedule "A". Schedules A and B are attached to and form a part of this Agreement. It is

understood and agreed that Schedules A and B are subject to the approval of and modification by the New York State Office for the Aging, and the County if required.

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.

3. For the Work performed pursuant to Paragraph 1, the Contractor shall be paid an amount not to exceed \$_____, with a subcontractor match of \$_____, payable at the unit cost amount indicated in Schedule "B" for actual services provided as data entered in the SAMS system. The foregoing obligation of the County is conditioned 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 funds from the New York State Office for the Aging to operate the 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 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.

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.

5. 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, and subject to the approval of the same by the Commissioner of the Westchester County Department of Senior Programs and Services or her duly authorized designee (hereinafter, "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 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)

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 Programmatic monthly reporting system for Service Delivery Information and Service Recipient Information must be submitted using our electronic based system. DSPS will notify those contractors that are exempt from submitting their reports through the electronic based system. For the 2013 contract year, and until further notice, all contractors are required to mail in the SAMS MONTHLY ELECTRONIC PAPER REPORT and or other approved reporting measure, 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, 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 Title III-B 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 "B". 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 work 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. 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.

22. 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.

23. 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.

24. 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.

25. All payments made by the County to the Consultant 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.

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

27. 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)

(Print Name)

(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 13th day of June, 2013.

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester

CERTIFICATE OF AUTHORITY

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(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 2013 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

**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 (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.

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2013 PROGRAM YEAR

CONTRACTOR: _____

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).

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2013 PROGRAM YEAR

CONTRACTOR: _____

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 _____

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.

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2013 PROGRAM YEAR

CONTRACTOR: _____

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.

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2013 PROGRAM YEAR

CONTRACTOR: _____

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.

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).

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2013 PROGRAM YEAR

CONTRACTOR: _____

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:

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:

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

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

SCHEDULE B

APPLICATION FOR

TITLE III-B 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 B
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* Pages marked with an asterisk require original signatures and dates.

**Include pages only for the service(s) which is (are) being provided.

APPLICATION FOR TITLE III-B FUNDS
UNDER THE OLDER AMERICANS ACT OF 1965, AS AMENDED

1. Contractor Agency/Municipality: _____
Address: _____
City: _____, New York, Zip Code: _____
Phone: () _____
Person Submitting Application: _____ Title: _____
Phone: _____ Email Address: _____

Program Director: _____ Title: _____
Phone: _____ Email Address: _____
Cell phone number: _____ Fax number: _____

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:

a. Title III-B Federal Funds:	\$ _____
b. County Funds:	\$ _____
c. Contractor Match Funds:	\$ _____
d. Total Funds Above (Line 6a + 6b + 6c):	\$ _____
e. Participant Contributions:	\$ _____
f. Total Gross Amount (Line 6d + Line 6e):	\$ _____
g. Other Resources (not included in grant budget):	\$ _____

7. Official Authorized to Receive Payments:

Name: _____ Title: _____
Address: _____
City: _____ New York, Zip Code: _____
Phone: () _____ Email Address: _____

8. Person/s Responsible for:

Program Development and Operation:

Name: _____ Title: _____
Phone: _____ Email: _____

Preparation of Fiscal Claims and Vouchers:

Name: _____ Title: _____
Phone: _____ Email: _____

Preparation of Monthly Reports (SAMS):

Name: _____ Title: _____
Phone: _____ Email: _____

9. Westchester County Grant Funding for 2013:

List all Westchester County Departments (including Department of Senior Programs and Services) that the agency/municipality is applying to for grant money. Include the department's name, the type of grant, and the amount for each grant.

<u>Department</u>	<u>Type of Grant</u>	<u>Amount of Grant</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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. Title III of the Older Americans Act of 1965, as amended.
- B. Administration on Aging Rules and Regulations for Title III.
- C. New York State Office for the Aging Rules and Regulations for Title III.
- 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 and 1991.
- 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. New York State Elder 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 - FOR DEPARTMENT OF SENIOR PROGRAMS AND SERVICES USE

Date Received

Date Requested Revisions

Date Revisions Received

Date Requested Revisions

Date Revisions Received

Date Requested Revisions

Date Revisions Received

Dept. of Senior Programs and Services Representative

Date Approved

STANDARD DEFINITIONS FOR SERVICES AND UNITS OF SERVICE

Crime Prevention and Safety Programs:

DEFINITION: A program which provides elderly crime victims and potential crime victims with information designed to reduce the incidence and fear of crime.

Unit: Each presentation

Victim Assistance Counseling:

DEFINITION: A program which provides counseling services to elders victimized by crime. This service may include home visits and assessments; legal, medical and criminal justice system advocacy and accompaniment; safety planning, coordination and referrals to other appropriate services.

Unit: Each individual counseling service

Assistance:

DEFINITION: This category was once referred to as case assistance and now requires a NAPIS Registration form to obtain individual names and demographic information. The Contractor will expend some time linking the client to available services and opportunities and, to the maximum extent practicable, conducting adequate follow-up.

Unit: One contact

Information:

DEFINITION: Is provided on services available within communities to an individual either face to face, over the telephone or electronically. Internet web "hits" are to be counted only if information is requested and supplied.

Unit: One contact

Legal Assistance:

DEFINITION: Provision of legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.

Unit: One hour of service

Elder Abuse Training:

DEFINITION: Training programs may be delivered in one session or in a series; the duration may vary from an hour to a full day or longer and cover numerous topics regarding elder abuse. Examples of topics include elder abuse identification, prevention, neglect, fraud, and financial exploitation.

Unit: 1 session per participant

Elder Abuse Outreach:

DEFINITION: Activities initiated by the Contractor for the purpose of identifying potential clients and encouraging their use of existing services and benefits. This includes face-to-face or telephone contact between a worker and an individual.

Unit: One contact

Long Term Care Ombudsman:

DEFINITION: Services provided by duly authorized patient advocates on behalf of people residing in long term care facilities and their families. Primary activities include identifying, investigating and resolving complaints, concerning resident care, quality of life and residents' rights. Identification of adverse issues and conditions affecting residents, promoting the development of resident and family councils, and ensuring residents have regular and timely access to ombudsman advocacy services.

Unit: Each contact

Nutrition Site Transportation:

DEFINITION: Services which are operated regularly each week over a prescribed route or on a demand/response basis, which transport older persons to and from congregate nutrition sites.

Unit: Each one way trip per person

Supportive Services Transportation:

DEFINITION: Services which are operated regularly each week over a prescribed route or on a demand/response basis, which transport older persons to and from needed community facilities and resources other than nutrition programs.

Unit: Each one way trip per person

Volunteer Recruitment and Placement Services:

DEFINITION: These services will recruit seniors over the age of 60 for volunteer work opportunities and assist them with placement at an appropriate work site in order to keep them active and make their communities more viable. Recruitment services include interviewing, placement and follow up services. These volunteer opportunities should meet identified community needs.

Unit: One unduplicated volunteer to include both recruitment and first placement only

Volunteer Recognition:

DEFINITION: The Contractor will publically recognize the contributions of its volunteers over the age of 60, who have been recruited and placed in a volunteer work site via a public event, personalized certificate of appreciation and informational or media event.

Unit: Public recognition of volunteer service to the community (unduplicated recruitment and placement volunteers)

In-Home Contact and Support:

DEFINITION: Services and activities designed to provide support to older people who are isolated because of physical and/or cognitive limitations. These services are not defined separately elsewhere in the standard definitions and may include but are not limited to:

1. **Friendly Visiting** – A social worker conducts outreach and completes a home visit assessment and supervises each match placement to nurture the relationship, provide ongoing case assistance to the homebound elderly population. A scheduled visit to an older person to provide socialization, recreation and the opportunity to observe and report the person's condition and circumstances. Social workers screen, train and oversee matches to ensure the safety of their volunteers and program participants.

Unit: One contact

In-Home Contact and Support (continued):

2. **Telephone Reassurance** (including automated systems) – Social workers train and screen volunteers and match them to homebound seniors who have been screened via home visit or telephone assessment. Regularly scheduled telephone contact with an older person with follow-up as necessary and appropriate.

Unit: One contact

3. **University Without Walls** – Activities organized and scheduled that involve frail, homebound, older persons in courses, workshops, other learning activities and satisfying use of free time.

Unit: One group session

Guardianship Services:

DEFINITION: Guardianship for incapacitated individuals 60 years old and older under Article 81 of the New York State Mental Hygiene Law.

This provides Guardianship services to incapacitated individuals 60 years of age and older who are likely to suffer harm due to their inability to manage their personal needs and/or financial affairs. Guardianship program provides the least restrictive interventions to ensure safety and security, and assist the incapacitated individuals in meeting their needs, while permitting the individuals to exercise the maximum level of independence and self-determination they can maintain.

Services provided by Guardianship include:

1. Initial comprehensive assessment to determine the wards needs wishes, functional abilities, and safety.
2. Development of care plan to include a combination of services to ensure the ward's needs, wishes, functional abilities and safety.
3. Implementation of the care plan that may include home care, adult day care, meals on wheels, medical care, etc., and a safe residential plan.
4. Monitoring health care and consenting to generally accepted major medical or dental treatment.
5. Marshalling of the ward's income and assets, budgeting and payment of the wards' bills by FSSY fiscal department.
6. Application for public or private benefits.
7. Making pre-need funeral arrangements.
8. Monitoring and re-assessment of the quality of care through visits and telephonic contact to ensure medical, social and psychological stability of the wards.
9. Preparation and submission of annual reports to the New York State Supreme Court with financial, social and medical progress of each ward.

Unit: One hour of service

STANDARD ASSURANCES

Crime Prevention, Victims Assistance, Elder Abuse:

1. The Contractor has a system in place for targeting older individuals with the greatest economic or social need, including the isolated homebound elderly and elderly with limited English proficiency.
2. The Contractor has established a system to identify potential service recipients and to inform them of the availability of the services.
3. The Contractor has established and maintains a system to determine client need/eligibility for the service.
4. The Contractor ensures that the service is accessible and available to the elderly.
5. The Contractor ensures that an adequate number of staff/volunteers are available to provide the services.
6. The Contractor has written guidelines for determining whether the client is appropriate for the agency.
7. The Contractor has a system in place if a client cannot be helped by the agency but needs other services.
8. The Contractor has a system in place for referral to other agencies or programs if confronted with emergency needs of client.
9. The decision to accept a client is made by more than one staff member.
10. The Contractor keeps accurate records of why applicants are rejected.
11. Indicate how the Contractor's program goals and priorities have changed in major way(s) within the past year.
12. The Contractor has a system in place for supervising staff and providing ongoing training and will ensure that staff/volunteers are adequately trained.
13. The Contractor's supervisory staff includes trained social workers.
14. Client satisfaction is measured annually.
15. The Contractor's caseloads are monitored.
16. There is a system in place to handle formal grievances of clients.
17. The Contractor uses and maintains standardized forms or reporting and data collection.

Information and Assistance:

Standard: In performing the services, the Contractor will also be required to:

1. Have a system for targeting older individuals with the greatest economic or social need, isolated homebound elderly, and those with limited English proficiency.
2. Have written guidelines for determining whether the Contractor can help each prospective client.
3. Have a system for handling a client who cannot be helped by the selected Contractor but needs other services.
4. Have a system for determining whether to accept a prospective client, which involves a decision made by more than one employee.
5. Keep accurate records of why clients are rejected.
6. Have trained social workers among the Contractor's supervisory staff.
7. Regularly and properly monitor its caseloads.
8. Measure client satisfaction annually.
9. Provide a procedure for handling formal grievances of clients and rejected prospective clients.
10. Use standardized forms or reporting and data collection.
11. Have a system in place for referral to other agencies or programs in circumstances where the Contractor cannot handle the emergency needs of a client.
12. Report to the County statistical information and submit to the County supporting documentation concerning the services provided, upon request and/or at regular intervals, based on directions from the County. Such documentation will include, but not be limited to, invoices for all purchases; payroll time records; documentation concerning the Contractor's match, if applicable; municipal payment vouchers, if the Contractor is a governmental agency, or canceled checks, if the contractor is a private agency as required.

The Contractor will be required to provide whatever information and documentation is required, in whatever form required, in order for the County and the Contractor to comply with any and all applicable federal, state, or local reporting, auditing, or related requirements. Without limiting foregoing, the Contractor will be required to submit monthly reports on service delivery information and client demographic data through the County Department of Senior Programs and Services' web-based system, which meets the National Aging Program Information System (NAPIS) requirement. (Contractors will be notified if they are exempt from submitting reports electronically.) Reports for the prior month will be required to be completed and received by the County no later than the fifteenth (15th) day of the following month and/or entered on the website at the same time.

STANDARD ASSURANCES

Legal Assistance Services:

1. The Contractor has a system in place for targeting older individuals with the greatest economic or social need.
2. The Contractor has written guidelines for determining whether the case is appropriate for the agency.
3. The Contractor has a system in place if a client cannot be helped by the agency but needs an attorney.
4. The decision to accept a client is participated in by more than one staff member.
5. The Contractor keeps accurate records of why applicants are rejected.
6. The Contractor's staff, who conduct the initial substantive interview, is sufficiently trained to obtain the necessary information about the problem.
7. The Contractor offers one-to-one consultations with an attorney for clients; and/or one-to-one consultation with a paralegal; and/or legal representation; and/or legal advice and referral for clients.
8. The Contractor has a system in place to determine whether clients have problems of which they are unaware.
9. The Contractor's program goals and priorities have changed in major way(s) within the past year.
10. The Contractor's staff has expertise in areas of law affecting the elderly, such as public benefits, landlord tenant issues, institutionalization and alternatives to same.
11. The Contractor's program has a caseload limit for each attorney.
12. The Contractor's program has criteria in place for clients to switch attorneys by choice.
13. The Contractor's caseloads are monitored.
14. The Contractor has a system in place for a supervising attorney to analyze the quality of work performed.
15. The program can handle claims against one of its funding sources, such as a city, county or Administration on Aging.
16. Client satisfaction is measured.
17. There is a system in place to handle formal grievances of clients.
18. Clients are regularly notified of case status and given an opportunity to comment.
19. The program has, or has easy access to, all research materials necessary to perform the substantive work of the program.

STANDARD ASSURANCES

Legal Assistance Services (cont'd):

20. The program uses standardized forms or model pleadings and/or procedures in certain cases.
21. The Contractor has a system in place for referral to other agencies or programs if confronted with emergency needs of client.
22. The Contractor has a system in place to assist homebound, isolated and institutionalized persons.
23. Outreach techniques are used to assure that clients in greatest need are encouraged to use contractor's service(s).
24. The Contractor's office is convenient and accessible to the elderly.
25. The Contractor provides in-service training for Area Agency on Aging staff and others, as requested by the Area Agency on Aging.
26. The Contractor provides legal assistance in fee generating cases. If yes, under what circumstances?
27. The Contractor notifies clients, in writing, of their opportunity to contribute to the cost of the service.
28. The Contractor offers clients the opportunity to provide comments in an anonymous manner on service(s) received.
29. The Contractor provides services to empower the elderly.
30. The Contractor advocates for changes of benefits to the elderly.
31. Printed materials, using funds from the Area Agency on Aging, give appropriate credit to the funding source.
32. The Contractor provides services on a cost effective basis.
33. The Contractor has a system in place to protect client confidentiality.
34. The Contractor's reports are submitted in a timely manner.
35. The Contractor's reports are accurate.
36. The Contractor is providing units of service within 90% of projections.
37. Clients records are up-to-date, readable and comprehensive.
38. The Contractor has a system in place to improve elder access to the legal system by expanding available resources and exploring new methods for providing services.
39. The Contractor's staff has specialized training to help clients who are victims of financial abuse.

STANDARD ASSURANCES

Legal Assistance Services (cont'd):

40. The Contractor has a system set up to handle predatory lending practices aimed at clients that involves prevention and intervention.
41. The Contractor has developed volunteer or reduced fee programs to supplement existing services for clients who have suffered elder abuse.
42. The Contractor has partnered with other organizations and advocates to reach out to limited and non-English speaking clients who are victims of elder abuse.
43. The Contractor supports legislation that protects elderly and vulnerable adults.
44. All attorneys providing services must be admitted to practice in the State of New York and be in good standing.
45. The Contractor maintains an unduplicated billing system so that an unduplicated client count can be reported. In addition the system should be able to identify each unit of legal assistance by category by client (i.e. tenant evictions, abuse cases, home health care denials, Medicaid/Medicare issues, financial exploitation, etc.).

Long Term Care Ombudsman Program:

1. Contractor ensures that the provision of Long Term Care Ombudsman Program services are in accordance with applicable plans, applications, statutes and regulations.
2. Contractor ensures that the service is accessible and available to the elderly.
3. Contractor ensures that staff and volunteers are adequately trained to provide the service.
4. Contractor ensures an adequate number of staff/volunteers are available to provide services.
5. Contractor maintains appropriate records and reports, such as client eligibility forms and logs.

Transportation:

Standard: Transportation services coordinated and/or funded by the Area Agency provide eligible older persons with transportation to needed programs and services. The Contractor:

1. Maintains a client intake and reservation mechanism in place to document provision of the service.
2. Specifies how the transportation service needs of low-income minority individuals in the area are satisfied by the provider.

STANDARD ASSURANCES

Transportation (cont'd):

3. Attempts to provide services to low-income minority 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 the provider.
4. Ensures that all vehicles are equipped with:
 - a. first aid kit
 - b. fire extinguishers
 - c. seat belts
 - d. flares or reflective safety aids (triangles)
 - e. safety step
 - f. wheel chair tie down and safety belts when appropriate
 - g. two-way communicator: radio or cell-phone
5. Will carry insurance coverage in accordance with Schedule "A".
6. Has regularly scheduled vehicle safety and maintenance inspections.
7. Utilize drivers who have appropriate licenses.
8. The Contractor documents training of transportation providers.
9. Ensures transportation is accessible to disabled older persons; i.e., use of wheelchair lift equipped vehicles.
10. Conducts annual evaluations to determine client satisfaction and unmet needs.
11. Ensures provision is made for escort services when practicable.
12. Maintains the following documents for periodic review: logs, client intake cards, vehicle usage, description of routes, insurance documents, safety and inspection reports.
13. Works with other transportation providers to ensure a coordinated and cost effective system, expand services to increase sensitivity to the needs of older persons and improve their overall access to transportation services.
14. Ensures that grant funds are not used to transport clients who are eligible for other available services.

Volunteer Recruitment, Placement and Recognition:

1. The Contractor has written guidelines for determining whether the volunteer is appropriate for the agency.
2. The Contractor has a system in place to assist a volunteer who has not been placed by the agency for an extended period of time (i.e. one year).
3. The Contractor keeps accurate records of why applicants are rejected.

STANDARD ASSURANCES

Volunteer Recruitment, Placement and Recognition (Cont'd):

4. Indicate how the Contractor's program goals and priorities have changed in major way(s) within the past year.
5. The Contractor's supervisory staff includes trained volunteer recruitment and retention specialists.
6. The Contractor's volunteer placements are monitored.
7. The Contractor has a system in place to measure volunteer and placement site satisfaction.
8. There is a system in place to handle formal grievances of volunteers.
9. The Contractor uses standardized forms for reporting and data collection.
10. The Contractor has a system in place for referral to other agencies or programs if confronted with emergency needs of a volunteer.

In-Home Contact and Support:

1. The Contractor shall establish system to identify potential service recipients and to inform them of the availability of the service.
2. The Contractor has developed a system to refer clients to other services when necessary.
3. The Contractor maintains appropriate records and reports to confirm program activities.
4. Client records are readable, up-to-date and comprehensive.
5. Intake interview and all information about client are kept confidential.
6. Staff follows up with client until case is closed.
7. Staff and supervisors have appropriate training and experience.
8. Materials printed give appropriate credit to AAA, State and Federal government.
9. The Contractor shall establish and maintain a system to determine client need/eligibility for the service.
10. The Contractor assures that the service is accessible and available to the elderly.

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

TITLE IIIB PROGRAMS 2013

INDICATE () MUNICIPALITY (ies)

() COUNTYWIDE

() REGIONAL

CONTRACTOR:

ONE PG. PER SERVICE:

SUMMARY OF UNITS OF SERVICE AND RECIPIENT TARGET INFORMATION

	(1) TOTAL UNITS OF SERVICE	(1A) Total # of Per Person Trips	(1B) Total # of Per Person Contacts	(2) # of 60+ ELDERLY UNDUPLICATED	CHARACTERISTIC										(14) LTD ENG. PROF.	
					(3) LOW INCOME	(4) FRAIL DISABLED	(5) AGED 76+	(6) AGED 85+	(7) LIVING ALONE	(8) LOW INCOME	(9) AMERICAN INDIAN	(10) ASIAN PAC ISL.	(11) BLACK - HISPANIC ORIGIN	(12) HISPANIC/ LATINO		(13) Total Minority Pop. Cols.9-12
1. # of Elderly County-Wide BY Characteristic				192,309	19,709	41,028	69,302	22,581	40,573	19,709	295	6,465	21,145	12,770	40,665	10,977
2. % of Elderly County-Wide BY Characteristic				100%	10.25%	21.33%	35.04%	11.74%	21.10%	10.25%	0.15%	3.36%	11.00%	6.64%	21.15%	5.71%
3. County-Wide Minimum Targeting Objectives according to NYSOFA				12,411	3,562	5,784	6,786	2,947	6,071	1,907	23	271	2,023	1,174	1,304	
4. County-wide Minimum Targeting % compared to Total Pop				6%	18%	14%	10%	13%	15%	10%	8%	4%	10%	9%	12%	
5. # of Countywide, Regional or Municipal Elderly BY Characteristic			List Municipality (ies) Contractor will serve													
6. % of County wide, Regional or Municipal Elderly BY Characteristic compared to Total Pop.				0%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
7. # of County-wide, Regional or Municipal targeted Elderly to be Served BY Characteristic				0	0	0	0	0	0	0	0	0	0	0	0	
8. # of elderly Subcontractor is projecting to serve BY Characteristic																
9. % of Targeted Population on Line 7. Subcontractor is projecting to serve																

Please find DETAILED instructions for completion on next page LINE ITEM INSTRUCTIONS

DETAILED LINE ITEM INSTRUCTIONS FOR COMPLETING PAGE 13
SUMMARY OF UNITS OF SERVICE AND RECIPIENT TARGET INFORMATION

- Lines 1 through 4 have been completed by DSPS
- Contractor should complete Lines 5 and 8
- Line 6,7 and 9 will automatically calculate when Contractors input data on Lines 5 and 8 (Using Excel Program)
- If you do NOT have Excel, please use the formulas below to compute Lines 6, 7 and 9
- Contractors should use the Targeting Appendix on pages 13c (1-4) for Line 5
- An example of a completed page 13 has been provided for you on page 13b. Please refer to it for guidance

***Please do not hesitate to call your program liaison
if you should need additional assistance with completing page 13***

- 1. # of Elderly Countywide:**
of 60+ population/ BY characteristic in Westchester County according to Census 2000
- 2. % of Elderly Countywide:**
% of 60+ population/BY characteristic in Westchester County according to Census 2000
- 3. Countywide Minimum Targeting Objectives according to NYSOFA:**
Minimum targeting objectives BY characteristics according to the New York State Office for the Aging
- 4. Countywide Minimum Targeting Objectives % of Total population:**
Percentage of minimum targeted objectives compared to total population BY characteristic
Lines 3 divided by Line 1
- 5. # of Countywide, Regional or Municipal Elderly BY population Characteristic:**
Please use Targeting Appendix Form for this line - if you are serving one municipality use the appropriate municipal data BY characteristic for that municipality - if you are serving more than one municipality, you will need to add appropriate data for each, and insert totals on this line. The same method should be used if you are serving a region, add all municipal data for that region by characteristic. If your service is County-wide use County-wide data on Line #1
- 6. % of County wide, Regional or Municipal Elderly BY Characteristic against total population Characteristic:**
Percentage of population in service areas BY characteristic compared to total population BY characteristic
Line 5 divided by Line 1. If County-wide use data on Line #2
- 7. #of Countywide, Regional or Municipal targeted Elderly to be served BY Characteristic - at 100%:**
Targeting potential by characteristic: *Line 3 X Line 6*
- 8 # of Elderly Subcontractor is projecting to serve BY Characteristic:**
Contractor should insert # you expect to serve based upon budget capacity with acceptable units and per person costs
- 9. % of the Targeted Population BY characteristic, Contractor is projecting to serve:**
Line 8 divided by Line 7. This indicator shows how much of the targeted population Contractor is projected to serve in proportion to the number of target elderly residing in the municipality to be served. Of course, budget determines service capacity.

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

TITLE III B PROGRAMS 2013

INDICATE () MUNICIPALITY (ies)

() COUNTYWIDE

() REGIONAL

EXAMPLE

CONTRACTOR:

ONE PG. PER SERVICE:

SUMMARY OF UNITS OF SERVICE AND RECIPIENT TARGET INFORMATION

	(1)	(1A)	(1B)	(2)	CHARACTERISTIC										NUMBER OF TOTAL MINORITY (COLUMN 16)			
					(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)		
TITLE III B SERVICES	TOTAL UNITS OF SERVICE	Total # of Person Trips	Total # of Per Person Contacts	# of 60+ ELDERLY UNDUPLICATED	LOW INCOME	FRAIL/ DISABLED	AGED 75+	AGED 85+	LIVING ALONE	LOW INCOME	AMERICAN INDIAN	ASIAN pac Isl.	BLACK - NOT OF HISPANIC/ ORIGIN	Total Minority Pop. Col. 9-12	LTD ENG. PROF.			
1. # of Elderly County-Wide BY Characteristic				192,309	19,709	41,028	69,302	22,581	40,573	19,709	295	6,455	21,145	40,665	10,977			
2. % Of Elderly County-Wide BY Characteristic				100%	10.25%	21.33%	36.04%	11.74%	21.10%	10.25%	0.15%	3.36%	11.00%	21.15%	5.71%			
3. County-wide Minimum Targeting Objectives according to NYSOFA				12,411	3,562	5,784	6,786	2,947	6,071	1,907	23	271	2,023	1,174	1,304			
4. County-wide Minimum Targeting % compared to Total Pop				6%	19%	14%	10%	13%	15%	10%	8%	4%	10%	9%	12%			
5. # of Countywide, Regional or Municipal Elderly BY Characteristic	List Municipality (ies) Contractor will serve - Mount Vernon & New Rochelle			25,873	5,036	7,008	13,414	3,220	7,076	2,809	27	415	8,265	1,473	1,125			
6. % of County wide, Regional or Municipal Elderly BY Characteristic compared to Total Pop.				13%	25.55%	17.08%	19.36%	14.26%	17.44%	14.25%	9.15%	6.43%	39.16%	11.53%				
7. # of County-wide, Regional or Municipal targeted Elderly to be Served BY Characteristic				1,670	910	988	1,313	420	1,059	272	2	17	793	135				
8. # of elderly Subcontractor is projecting to serve BY Characteristic				811	434	517	213	115	251	423	0	0	333	56				
9. % of Targeted Population on Line 7. Subcontractor is projecting to serve				46.57%	47.56%	52.33%	16.22%	27.37%	23.71%	155.63%	0.00%	0.00%	42.07%	41.35%				

WESTCHESTER COUNTY TARGETING APPENDIX

	1	2	3	4	5	6	7	8	9	10
	60+ 197,508	Municipality 7,709	Low Income 60+ 19,709	Municipality 7,709	Aged 75+ 65-74 12,512	Municipality 7,709	Age 65-74 22-54	Municipality 7,709	Full Disability 7,102	Municipality 7,709
Arling	1,106	0.58%	26	2.35%	512	46.29%	170	15.37%	242	21.88%
Bedford	3,108	1.62%	138	4.44%	960	30.89%	251	8.08%	651	20.95%
Beardville Manor	1,659	0.86%	225	13.56%	729	43.94%	206	12.42%	365	22.00%
Brownville	1,099	0.57%	16	1.46%	494	44.95%	114	10.37%	265	24.11%
Buchanan	430	0.22%	0	0.00%	173	40.23%	48	11.16%	93	21.63%
Carleton	6,901	3.59%	517	7.49%	1,520	22.03%	851	12.33%	1,455	21.08%
Cranton/Hudson	1,641	0.85%	105	6.40%	694	42.29%	209	12.74%	349	21.27%
Dobbs Ferry	2,203	1.15%	25	1.13%	1,052	47.75%	380	17.25%	498	22.61%
Eastchester	4,674	2.43%	295	6.31%	1,842	39.41%	626	13.39%	1,100	23.53%
Eunston	699	0.36%	71	10.16%	288	41.20%	71	10.16%	153	21.89%
Greenburgh	11,067	5.75%	541	4.89%	2,998	27.09%	1,158	10.46%	2,248	20.31%
Harrison	4,761	2.48%	279	5.86%	1,818	38.19%	539	11.32%	1,061	22.29%
Hastings/Hudson	1,903	0.99%	85	4.47%	879	46.19%	306	16.08%	409	21.49%
Inglis	1,422	0.74%	75	5.27%	543	38.19%	125	8.79%	291	20.46%
Ketchikan	1,020	0.53%	0	0.00%	411	40.29%	86	8.43%	222	21.76%
Levittown	2,290	1.19%	64	2.79%	543	23.71%	122	5.33%	433	18.91%
Manamont	2,487	1.29%	228	9.17%	667	26.82%	145	5.83%	547	21.99%
Matinecock (NY)	3,729	1.94%	167	4.48%	1,231	53.76%	605	16.22%	462	12.39%

WESTCHESTER COUNTY TARGETING APPENDIX

	1	2	3	4	5	6	7	8	9	10
Municipality	60+ 192,309	Municipality 192,309	Low Income 60+ 19,709	Municipality 19,709	Age 65 69,207	Municipality 69,207	Age 65 22,581	Municipality 22,581	Full Disability 41,028	Municipality 41,028
Mount Kisco	2,002	1.04%	288	14.39%	716	28.79%	218	10.89%	439	21.93%
Mount Pleasant	4,847	2.52%	89	1.84%	1,672	44.84%	369	7.61%	945	19.50%
Mount Vernon	12,970	6.74%	2,023	15.60%	4,421	34.09%	1,558	12.01%	3,301	25.45%
New Castle	3,087	1.61%	23	0.75%	810	26.24%	201	6.51%	601	19.47%
New Rochelle	15,792	8.21%	2,183	13.82%	6,202	39.27%	2,091	13.24%	3,301	20.90%
North Castle	2,228	1.16%	122	5.48%	651	29.22%	167	7.50%	471	21.14%
North Salem	1,272	0.66%	54	4.25%	474	37.26%	239	18.79%	274	21.54%
Ossining	1,719	0.89%	823	47.88%	897	52.18%	410	23.85%	330	19.20%
Ossiningville	3,601	1.87%	385	10.69%	1,232	34.21%	357	9.91%	786	21.83%
Parkville	4,053	2.11%	579	14.29%	1,425	35.16%	465	11.47%	838	20.68%
Palm Beach	1,137	0.59%	24	2.11%	437	38.43%	120	10.55%	240	21.11%
Palm Beach	1,108	0.58%	31	2.80%	432	38.99%	93	8.39%	230	20.76%
Pleasantville	1,322	0.69%	61	4.61%	552	41.75%	141	10.67%	279	21.10%
Port Chester	4,232	2.20%	633	14.96%	1,880	44.42%	514	12.15%	927	21.90%
Pound Ridge	1,187	0.62%	19	1.60%	384	32.35%	67	5.64%	217	18.28%
Rye Brook	3,077	1.60%	288	9.36%	1,212	39.39%	546	17.74%	343	11.15%
Rye Brook	2,389	1.24%	60	2.51%	1,213	50.77%	422	17.66%	323	13.52%
Scarsdale	3,342	1.74%	119	3.56%	1,255	37.55%	311	9.31%	1,005	30.07%
Sleepy Hollow	1,700	0.88%	216	12.71%	811	47.71%	251	14.76%	361	21.24%
Somers	5,939	3.09%	386	6.50%	2,534	42.67%	766	12.90%	1,378	23.20%
Tarrytown	2,327	1.21%	156	6.70%	870	37.39%	230	9.88%	494	21.23%
Trickogue	1,322	0.69%	147	11.12%	625	47.28%	166	14.07%	299	22.62%
White Plains	11,916	6.20%	1,443	12.11%	4,309	36.16%	1,328	11.14%	2,610	21.90%
Yorktown	39,590	20.59%	6,112	15.44%	14,594	36.86%	4,582	11.57%	8,437	21.31%
Yorktown	7,951	4.13%	588	7.40%	2,340	29.43%	937	11.78%	1,755	22.07%

WESTCHESTER COUNTY TARGETING APPENDIX

	17	18	19	20	21	22	23	24	25	26	29	30
Total Minority 60- 41,910	64	5.79%	0	0.00%	0	0.00%	39	3.53%	24	2.17%	59	5.33%
	147	4.73%	0	0.00%	0	0.00%	43	1.38%	43	1.38%	89	2.86%
	62	3.74%	0	0.00%	42	2.53%	23	1.39%	0	0.00%	35	2.11%
	37	3.37%	0	0.00%	36	3.28%	0	0.00%	0	0.00%	0	0.00%
	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	595	8.62%	0	0.00%	173	2.51%	487	7.06%	166	2.41%	157	2.28%
	94	5.73%	0	0.00%	14	0.85%	52	3.17%	41	2.50%	39	2.38%
	240	10.89%	4	0.18%	45	2.04%	27	1.23%	168	7.63%	73	3.31%
	695	14.87%	0	0.00%	317	6.78%	379	8.11%	118	2.52%	269	5.76%
	399	57.08%	0	0.00%	58	8.30%	347	49.64%	80	11.44%	57	8.15%
	2,979	26.92%	11	0.10%	1092	9.87%	2,314	20.91%	855	7.73%	300	2.71%
	224	4.70%	0	0.00%	144	3.02%	40	0.84%	50	1.05%	170	3.57%
	190	9.98%	0	0.00%	0	0.00%	40	2.10%	67	3.52%	56	2.94%
	23	1.62%	0	0.00%	12	0.84%	0	0.00%	10	0.70%	7	0.49%
	40	3.92%	0	0.00%	0	0.00%	11	1.08%	37	3.63%	0	0.00%
	103	4.50%	0	0.00%	70	3.06%	43	1.88%	0	0.00%	52	2.27%
	79	3.18%	0	0.00%	62	2.49%	162	6.51%	88	3.54%	167	6.71%
	497	13.33%	0	0.00%	127	3.41%	212	5.69%	181	4.85%	167	4.48%

WESTCHESTER COUNTY TARGETING APPENDIX

	17	18	19	20	21	22	23	24	25	26	29	30
Municipality	Total Minority 60 61910	18 Municipality 255	19 Native Amer Alaska 255	20 Municipality 6453	21 Asian/Pacif Islands 6453	22 Municipality 2115	23 Bipartic 2115	24 Municipality 12770	25 Hispanic/ Latino 60 12770	26 Municipality 0577	29 Bipartic Prohibit 0577	30 Municipality
Northisco	268	13.39%	0	0.00%	47	2.35%	112	5.59%	120	5.99%	271	13.54%
Mount Pleasant	302	6.23%	0	0.00%	99	2.04%	63	1.30%	407	8.40%	296	6.11%
Madison	6,790	52.35%	40	0.31%	200	1.54%	6,873	52.99%	557	4.29%	584	4.50%
New Castle	132	4.28%	0	0.00%	129	4.18%	0	0.00%	10	0.32%	66	2.14%
New Rochelle	4,338	27.47%	17	0.11%	438	2.77%	320	2.03%	900	5.70%	735	4.65%
North Castle	60	2.69%	0	0.00%	25	1.12%	26	1.17%	13	0.58%	0	0.00%
North Salem	164	12.89%	0	0.00%	0	0.00%	11	0.86%	77	6.05%	58	4.56%
Ossining	1,037	60.33%	23	1.34%	170	9.89%	642	37.35%	282	16.40%	214	12.45%
Ossining (W)	773	21.47%	25	0.69%	75	2.08%	567	15.75%	178	4.94%	150	4.17%
Packkill	724	17.86%	0	0.00%	71	1.75%	408	10.07%	225	5.55%	196	4.84%
Pelham	127	11.17%	0	0.00%	30	2.64%	88	7.74%	20	1.76%	196	17.24%
Pelham Manor	35	3.16%	18	1.62%	15	1.35%	22	1.93%	0	0.00%	48	4.33%
Pleasantville	63	4.77%	0	0.00%	0	0.00%	0	0.00%	59	4.46%	53	4.01%
Pontchartraine	1,420	33.55%	14	0.33%	147	3.47%	408	9.64%	326	19.52%	672	15.88%
Pound Ridge	62	5.22%	0	0.00%	18	1.52%	27	2.27%	18	1.52%	8	0.67%
Rye	183	5.95%	0	0.00%	51	1.66%	40	1.30%	94	3.05%	32	1.04%
Rye Brook	176	7.37%	0	0.00%	29	1.21%	88	3.68%	67	2.80%	60	2.51%
Scarsdale	562	16.82%	0	0.00%	249	7.45%	112	3.35%	120	3.58%	113	3.38%
Sleepy Hollow	303	17.82%	0	0.00%	23	1.35%	42	2.47%	235	13.82%	194	11.41%
Somers	354	5.96%	69	1.16%	93	1.57%	54	0.91%	135	2.27%	46	0.77%
Stamford	280	12.03%	0	0.00%	48	2.06%	76	3.27%	137	5.89%	96	4.13%
Tuckahoe	349	26.40%	0	0.00%	81	6.13%	314	23.75%	0	0.00%	0	0.00%
White Plains	3,613	30.32%	26	0.22%	289	2.43%	2,112	17.72%	1,420	11.92%	699	5.87%
Yorkkers	12,369	31.24%	48	0.12%	1,889	4.77%	4,255	10.75%	4,484	11.33%	4,191	10.59%
Yorktown	958	12.05%	0	0.00%	47	0.59%	266	3.35%	458	5.79%	302	3.80%

41910

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2013 TARGETING PLAN TITLE IIIB FOR GROUP PROGRAMS AND NON-NAPIS FORM CLIENTS

SERVICE:

CONTRACTOR:

INDICATE () MUNICIPALITY () COUNTYWIDE () REGIONAL

* Use as an indicator for where services should be offered

1	1a	2	3 *	4	5	6	7	8	8a	9	10 *	11	12	13	14	15	15a
	Municipality %	*Low Income 19,709	% of County's Low Income Elderly	Total # of Elderly Served in Previous Year	# of Targeted Elderly based on total served (col. 3 x total col. 4	Projected # of Low Income Elderly to be served per municipality (Col. 5/ total of Col. 6)	Projected % of Low Income Elderly to be served per municipality (Col. 6/ total of Col. 6)	Difference between targeted elderly and projected elderly to be served (Col. 5 - Col. 6)	% of targeted Low Income Elderly projected to be served (Col. 5/Col. 6)	Low Income Elderly 7,878	% of County's Low Income Elderly	# of Elderly Served in Previous Year	# of Targeted Elderly based on total served (col. 10 x total of col. 11)	Projected # of Low Income Elderly to be served per municipality (col. 13 / total of col. 13)	Projected % of Low Income Elderly to be served per municipality (col. 13 / total of col. 13)	Difference between targeted elderly and projected elderly to be served (col. 12 - col. 13)	% of targeted Low Income Elderly projected to be served (Col. 12/Col. 12)
Westchester County	100.00%	19,709	10.25%	0					7,878	4.10%	0						
Ardley	0.58%	26	2.35%		0	#DIV/0!	#DIV/0!	0	#DIV/0!	4	0.46%	0	0	#DIV/0!	0	0	0%
Beauford	1.62%	138	4.44%		0	#DIV/0!	#DIV/0!	0	#DIV/0!	14	0.54%	0	0	#DIV/0!	0	0	0%
Briarcliff Manor	0.88%	225	13.56%		0	#DIV/0!	#DIV/0!	0	#DIV/0!	4	0.28%	0	0	#DIV/0!	0	0	0%
Bronxville	0.57%	16	1.46%		0	#DIV/0!	#DIV/0!	0	#DIV/0!	0	0.00%	0	0	#DIV/0!	0	0	0%
Buchanan	0.22%	0	0.00%		0	#DIV/0!	#DIV/0!	0	#DIV/0!	0	0.00%	0	0	#DIV/0!	0	0	0%
Cortlandt	3.59%	517	7.49%		0	#DIV/0!	#DIV/0!	0	#DIV/0!	39	0.82%	0	0	#DIV/0!	0	0	0%
Croton-on-Hudson	0.85%	105	6.40%		0	#DIV/0!	#DIV/0!	0	#DIV/0!	0	0.00%	0	0	#DIV/0!	0	0	0%
Dobbs Ferry	1.15%	25	1.13%		0	#DIV/0!	#DIV/0!	0	#DIV/0!	40	2.03%	0	0	#DIV/0!	0	0	0%
Eastchester	2.49%	295	6.31%		0	#DIV/0!	#DIV/0!	0	#DIV/0!	0	0.00%	0	0	#DIV/0!	0	0	0%
Elmsford	0.38%	71	10.16%		0	#DIV/0!	#DIV/0!	0	#DIV/0!	44	6.53%	0	0	#DIV/0!	0	0	0%
Greenburgh	5.75%	541	4.89%		0	#DIV/0!	#DIV/0!	0	#DIV/0!	409	4.96%	0	0	#DIV/0!	0	0	0%
Harrison	2.48%	279	5.86%		0	#DIV/0!	#DIV/0!	0	#DIV/0!	30	0.66%	0	0	#DIV/0!	0	0	0%
Hasting-on-Hudson	0.99%	85	4.47%		0	#DIV/0!	#DIV/0!	0	#DIV/0!	9	0.59%	0	0	#DIV/0!	0	0	0%
Irvington	0.74%	75	5.27%		0	#DIV/0!	#DIV/0!	0	#DIV/0!	0	0.00%	0	0	#DIV/0!	0	0	0%
Larchmont	0.53%	0	0.00%		0	#DIV/0!	#DIV/0!	0	#DIV/0!	15	1.36%	0	0	#DIV/0!	0	0	0%
Lewisboro	1.19%	64	2.79%		0	#DIV/0!	#DIV/0!	0	#DIV/0!	24	1.77%	0	0	#DIV/0!	0	0	0%
Mamaroneck	1.29%	228	9.17%		0	#DIV/0!	#DIV/0!	0	#DIV/0!	163	8.26%	0	0	#DIV/0!	0	0	0%
Mamaroneck Village	1.94%	167	4.48%		0	#DIV/0!	#DIV/0!	0	#DIV/0!	134	3.61%	0	0	#DIV/0!	0	0	0%
Mount Kisco	1.04%	288	14.39%		0	#DIV/0!	#DIV/0!	0	#DIV/0!	68	4.50%	0	0	#DIV/0!	0	0	0%

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2013 TARGETING PLAN TITLE IIIB FOR GROUP PROGRAMS AND NON-NAPIS FORM CLIENTS

CONTRACTOR:

SERVICE:

INDICATE () MUNICIPALITY () COUNTYWIDE () REGIONAL

* Use as an indicator for where services should be offered

1	1a	2	3 *	4	5	6	7	8	8a	9	10 *	11	12	13	14	15	15a
		Low Income 19,709	% of County's Low Income Elderly	Total # of Elderly Served in Previous Year	# of Targeted Elderly based on total served (col. 3 x total col. 4)	Projected # of Low Income Elderly to be served per municipality	Projected % of Low Income Elderly to be served per municipality (Col. 6 / total of Col. 6)	Difference between targeted elderly and projected elderly to be served (Col. 5 - Col. 6)	% of targeted Low Income Elderly projected to be served (Col. 6/Col. 5)	Low Income Elderly 7,878	% of County's Low Income Elderly	# of Elderly Served in Previous Year	# of Targeted Elderly based on total served (col. 10 x total of col. 11)	Projected # of Low Income Elderly to be served per municipality	Projected % of Low Income Elderly to be served per municipality (col. 13 / total of col. 13)	Difference between targeted elderly and projected elderly to be served (col. 12 - col. 13)	% of targeted Low Income Elderly projected to be served (Col. 13/Col. 12)
Mount Pleasant	4,847	89	1.84%		0		#DIV/0!	0	#DIV/0!	95	2.14%	0	0		#DIV/0!	0	0%
Mount Vernon	12,970	2,023	6.74%		0		#DIV/0!	0	#DIV/0!	1,796	15.31%	0	0		#DIV/0!	0	0%
New Castle	3,087	23	0.75%		0		#DIV/0!	0	#DIV/0!	24	1.02%	0	0		#DIV/0!	0	0%
New Rochelle	15,792	2,183	8.21%		0		#DIV/0!	0	#DIV/0!	1,013	7.16%	0	0		#DIV/0!	0	0%
North Castle	2,228	122	1.15%		0		#DIV/0!	0	#DIV/0!	19	1.14%	0	0		#DIV/0!	0	0%
North Salem	1,272	54	0.88%		0		#DIV/0!	0	#DIV/0!	0	0.00%	0	0		#DIV/0!	0	0%
Ossining (T)	1,719	823	4.78%		0		#DIV/0!	0	#DIV/0!	194	14.41%	0	0		#DIV/0!	0	0%
Ossining (V)	3,601	385	10.89%		0		#DIV/0!	0	#DIV/0!	169	4.90%	0	0		#DIV/0!	0	0%
Peekskill	4,053	579	14.29%		0		#DIV/0!	0	#DIV/0!	194	5.90%	0	0		#DIV/0!	0	0%
Polham	1,137	24	2.11%		0		#DIV/0!	0	#DIV/0!	4	0.40%	0	0		#DIV/0!	0	0%
Polham Manor	1,108	31	2.80%		0		#DIV/0!	0	#DIV/0!	0	0.00%	0	0		#DIV/0!	0	0%
Pleasantville	1,322	61	4.81%		0		#DIV/0!	0	#DIV/0!	0	0.00%	0	0		#DIV/0!	0	0%
Port Chester	4,232	633	14.86%		0		#DIV/0!	0	#DIV/0!	349	7.93%	0	0		#DIV/0!	0	0%
Pound Ridge	1,187	19	1.60%		0		#DIV/0!	0	#DIV/0!	0	0.00%	0	0		#DIV/0!	0	0%
Rye	3,077	288	9.36%		0		#DIV/0!	0	#DIV/0!	15	0.59%	0	0		#DIV/0!	0	0%
Rye Brook	2,389	60	2.51%		0		#DIV/0!	0	#DIV/0!	0	0.00%	0	0		#DIV/0!	0	0%
Scarsdale	3,942	119	3.56%		0		#DIV/0!	0	#DIV/0!	15	0.51%	0	0		#DIV/0!	0	0%
Sloopy Hollow	1,700	216	12.71%		0		#DIV/0!	0	#DIV/0!	85	6.66%	0	0		#DIV/0!	0	0%
Somers	5,939	326	6.50%		0		#DIV/0!	0	#DIV/0!	20	0.45%	0	0		#DIV/0!	0	0%

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2013 TARGETING PLAN TITLE III-B FOR GROUP PROGRAMS AND NON-NAPIS FORM CLIENTS

CONTRACTOR: _____

SERVICE: _____

INDICATE () MUNICIPALITY () COUNTYWIDE () REGIONAL

* Use as an indicator for where services should be offered

1	1a	2	3*	4	5	6	7	8	8a	9	10*	11	12	13	14	15	15a
60+ 192,309	Low Income 19,709	% of County's Low Income Elderly	Total # of Elderly Served in Previous Year	# of Targeted Elderly based on total served (col. 3 x total col. 4	Projected # of Low Income Elderly per municipality	Projected % of Low Income Elderly to be served per municipality (Col. 6 / total of Col 6)	Difference between targeted elderly and projected elderly to be served (Col. 5 - Col. 6)	% of targeted Low Income Elderly projected to be served (Col. 6/Col. 5)	Low Income Minority Elderly 7,878	% of County's Low Income Minority Elderly	# of Elderly Served in Previous Year	# of Targeted Elderly based on total served (col. 10 x total of col. 11)	Projected # of Low Income Minority Elderly to be served per municipality	Projected % of Low Income Minority Elderly to be served per municipality (col. 13 / total of col. 13)	Difference between targeted elderly and projected elderly to be served (col. 12 - col. 13)	% of targeted Low Income Minority Elderly projected to be served (Col. 13/Col. 12)	
Tarrytown	2,327	1.21%	156	6.70%	0	#DIV/0!	0	#DIV/0!	75	3.64%	0	0	#DIV/0!	0	0%	0%	
Tuckahoe	1,922	0.89%	147	11.12%	0	#DIV/0!	0	#DIV/0!	50	4.80%	0	0	#DIV/0!	0	0%	0%	
White Plains	11,916	6.20%	1,443	12.11%	0	#DIV/0!	TRUE	#DIV/0!	475	4.44%	0	0	#DIV/0!	0	0%	0%	
Yonkers	38,580	20.59%	6,112	15.44%	0	#DIV/0!	0	#DIV/0!	2,269	6.06%	0	0	#DIV/0!	0	0%	0%	
Yorktown	7,951	4.13%	588	7.40%	0	#DIV/0!	0	#DIV/0!	20	0.32%	0	0	#DIV/0!	0	0%	0%	
Totals	192,309	100.00%	19,709		0	0			7,878		0	0		0			

At the top of the page indicate if the group services will serve specific municipalities, regions or if the services will be countywide.

Column 1, 1a, 2, 3, 9 and 10 have been completed by the Department of Senior Programs and Services.

Column 3 - Compare column 3 (the percentage of the County's low income elderly per municipality) with column 7 (the projected percentage of low income elderly to be served per municipality). Use Column 3 as an indicator for where services should be offered, noting that low income elderly are one of the targeted populations that should be served.

Column 4 - Contractor should insert how many elderly were served last year in Westchester County. If using Excel, the amount will automatically be inserted into the total for column 4, column 11 and the total for column 11.

Column 5 - If completing in Excel, this column will be automatically calculated. If completing manually, multiply column 3 times the total of column 4. This indicator shows how much of the targeted population is projected to be served in proportion to the number of target elderly residing in the municipality to be served. Of course, budget determines service capacity.

Column 6 - Contractor should insert the # of low income elderly you expect to serve per municipality based upon budget capacity with acceptable units and per person costs.

Column 7 - If completing in Excel, this column will be automatically calculated. If completing manually, divide column 6 by the total of column 5.

Column 8 - If completing in Excel, this column will be automatically calculated. If completing manually, subtract column 6 from column 5.

Column 8a - If completing in Excel, this column will be automatically calculated. If completing manually, divide column 6 by column 5.

Column 10 - Compare column 10 (the percentage of the County's low income minority elderly per municipality) with column 14 (the projected percentage of low income minority elderly to be served per municipality). Use Column 9 as an indicator for where services should be offered, noting that low income minority elderly are one of the targeted populations that should be served.

Column 11 - Contractor should insert how many elderly were served last year in Westchester County. If using Excel, the amount will automatically be inserted from column 4.

Column 12 - If completing in Excel, this column will be automatically calculated. If completing manually, multiply column 10 times the total of column 11.

Column 13 - Contractor should insert the # of low income minority elderly you expect to serve per municipality, based upon budget capacity with acceptable units and per person costs.

Column 14 - If completing in Excel, this column will be automatically calculated. If completing manually, divide column 13 by the total of column 13.

Column 15 - If completing in Excel, this column will be automatically calculated. If completing manually, subtract column 13 from column 12.

Column 15a - If completing in Excel, this column will be automatically calculated. If completing manually, divide column 13 by column 12, page 14 (3 of 3)

**Westchester County Department of Senior Programs and Services
2013 Unit Cost Reimbursement Method Chart for Contracted Services**

Name of Service	NEW YORK STATE DEFINED UNIT OF SERVICE: These Units are Reportable through the SAMS Management Information System Database	DSPS Performance Based Reimbursement Defined Unit of Service; Units Must Also Be Reported in the SAMS MIS Database	Negotiated DSPS Performance Based Fixed Gross Unit Cost	Exempt from Gross Unit Cost Reimbursement	Gross Unit Cost To Be Negotiated
ADULT DAY CARE	one hour	hours	\$8.06		
ASSISTANCE - General	each contact	contacts	\$16.00		
ASSISTANCE for Caregiver Grandparents	each participant in a group or individual session	participants			X
ASSISTANCE for Caregiver Services	each participant in a group or individual session	participants			X
ASSISTANCE for Caregiver Services for Multisite Subcontractors	each participant in a group or individual session	participants			X
ASSISTANCE for Community Svcs Elderly for Multisite Subcontractors	each participant in a group or individual session	participants			X
CASE MANAGEMENT	one hour	hours			X
CASE MANAGEMENT for HOME DELIVERED MEAL ASSESSMENTS	one hour	each assessment	\$107.00		
CONGREGATE MEALS at Single Sites Federal	one meal	meals	\$3.50		
CONGREGATE MEALS at Multiple Sites Federal	one meal	meals	\$6.41		
CONGREGATE MEALS at Multiple Sites State	one meal	meals	\$8.75		
COUNSELING SESSIONS for Caregiver Services	each participant in a group or individual session	hours			X
ESCORT ASSISTED TRANSPORTATION	each one way trip	trips			X
EMPLOYMENT	each placement	placements		Exempt	
HEALTH & WELLNESS Exercise Programs	each participant in a group	activities or sessions	\$100.00		
HEALTH & WELLNESS Medication Management	each participant in a group	activities or sessions	\$125.00		
HOME DELIVERED MEALS for Federal Program	one meal	meals	\$3.00		
HOME DELIVERED MEALS for New York State Program	one meal	meals	\$4.57		
HOMEMAKER	one hour	hours	medicaid rate with 25% subcon. match	Exempt	
HOUSEKEEPER	one hour	hours	medicaid rate with 25% subcon. match	Exempt	
IN HOME CONTACT & SUPPORT	each contact	contacts			X
INFORMATION - General	each contact	contacts	\$2.00		
INFORMATION - Title III E Multisite Subcontractors	each contact	contacts			X
INFORMATION for Mobility Management	each contact	contacts	Line Item Budget	Exempt	
LEGAL SERVICES Representation	one hour	hours			X

PLAN FOR ACCESS SERVICES

SERVICE NAME/DEFINITION:

Nutrition Site Transportation - Services which are operated regularly each week over a prescribed route or on a demand/response basis, which transport older persons to and from congregate nutrition sites.

Unit of Service: Each one way trip per person

1. If a municipal applicant, do you have one or more nutrition site(s) located in your municipality?

() Yes () No

If yes, through what source(s) is transportation funded?

() WCDSPS & MUNICIPALITY FUNDS () MUNICIPALITY ONLY

() OTHER (Please specify source(s) _____)

- If no, do you need transportation to the site(s)? () Yes () No

- Other (please specify) _____

2. Nutrition Site Transportation :

Vehicle #1: () Demand/Response and/or () Prescribed Route

Driver Name: _____ Destination: _____

Licenser Plate #: _____ Passenger Capacity: _____

Is this vehicle accessible to the Mobility Disabled? () Yes () No

Is this vehicle accessible to the Visually Impaired? () Yes () No

Is this vehicle accessible to the Hearing Impaired? () Yes () No

Vehicle #2: () Demand/Response and/or () Prescribed Route

Driver Name: _____ Destination: _____

Licenser Plate #: _____ Passenger Capacity: _____

Is this vehicle accessible to the Mobility Disabled? () Yes () No

Is this vehicle accessible to the Visually Impaired? () Yes () No

Is this vehicle accessible to the Hearing Impaired? () Yes () No

PLAN FOR ACCESS SERVICES

SERVICE NAME: Nutrition Site Transportation

Vehicle #3: () Demand/Response and/or () Prescribed Route

Driver Name: _____ Destination: _____

Licenser Plate #: _____ Passenger Capacity: _____

Is this vehicle accessible to the Mobility Disabled? () Yes () No

Is this vehicle accessible to the Visually Impaired? () Yes () No

Is this vehicle accessible to the Hearing Impaired? () Yes () No

What mechanisms are utilized to assist Disabled?

() LIFT () RAMP () ESCORT

() OTHER (Please specify the type) _____

NOTE: With respect to question #2, if you have more than one vehicle please submit this information for each vehicle and driver.

3. If the Contractor services are not being targeted to those most in need, as identified in the targeting charts beginning on page 14, explain why services should be funded.

4. Did the last Monitoring/Evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete next page.

PLAN FOR ACCESS SERVICES

5. The Major Action Steps that will be taken to improve the program must be completed below if:

- the Contractor's previous fiscal year's performance is less than 90% or
- the Contractor 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 ACCESS SERVICES

SERVICE NAME/DEFINITION:

Supportive Services Transportation: Services which are operated regularly each week over a prescribed route or on a demand/response basis, which transport older persons to and from needed community facilities and resources other than nutrition programs.

(Supportive Service Transportation will be funded only after Nutrition Site Participant Transportation is in place).

Unit of Service: Each one way trip per person

1. If you are a municipal applicant, do you transport seniors to local or regional sites?

Yes No

2. How is Nutrition Site Participant Transportation funded?

WCDSPTS & MUNICIPALITY FUNDS MUNICIPALITY ONLY
 OTHER (Please specify source(s) _____)

3. Supportive Services Transportation:

Vehicle #1: Demand/Response and/or Prescribed Route

Driver Name: _____ Destination: _____

Licenser Plate #: _____ Passenger Capacity: _____

Is this vehicle accessible to the Mobility Disabled? Yes No

Is this vehicle accessible to the Visually Impaired? Yes No

Is this vehicle accessible to the Hearing Impaired? Yes No

Vehicle #2: Demand/Response and/or Prescribed Route

Driver Name: _____ Destination: _____

Licenser Plate #: _____ Passenger Capacity: _____

Is this vehicle accessible to the Mobility Disabled? Yes No

Is this vehicle accessible to the Visually Impaired? Yes No

Is this vehicle accessible to the Hearing Impaired? Yes No

PLAN FOR ACCESS SERVICES

SERVICE NAME: Supportive Services Transportation

Vehicle #3: () Demand/Response and/or () Prescribed Route

Driver Name: _____ Destination: _____

Licenser Plate #: _____ Passenger Capacity: _____

Is this vehicle accessible to the Mobility Disabled? () Yes () No

Is this vehicle accessible to the Visually Impaired? () Yes () No

Is this vehicle accessible to the Hearing Impaired? () Yes () No

What mechanisms are utilized to assist Disabled?

() LIFT () RAMP () ESCORT

() OTHER (Please specify the type) _____

NOTE: With respect to question #2, if you have more than one vehicle please submit this information for each vehicle and driver.

4. If the Contractor services are not being targeted to those most in need, as identified in the targeting charts beginning on page 14, explain why services should be funded.

5. Did the last Monitoring/Evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete next page.

PLAN FOR ACCESS SERVICES

6. The Major Action Steps that will be taken to improve the program must be completed below if:
- the Contractor's previous fiscal year's performance is less than 90% or
 - the Contractor 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 ACCESS SERVICES

SERVICE NAME/DEFINITION:

Assistance: This category was once referred to as case assistance and now requires a NAPIS Registration form to obtain individual names and demographic information. Contractor staff will expend some time linking the client to available services and opportunities and, to the maximum extent practicable, conducting adequate follow-up.

Unit of Service: One contact.

1. These services will be provided at the following site(s) during the following hours:

SITE LOCATION	DAYS/HOURS OF OPERATION

2. These services are provided by the following staff person(s):

STAFF PERSON	DAYS/HOURS OF SERVICE PROVISION

Is this service accessible to the Mobility Disabled? () Yes () No

Is this service accessible to the Visually Impaired? () Yes () No

Is this service accessible to the Hearing Impaired? () Yes () No

3. If the Contractor services are not being targeted to those most in need, as identified in the targeting charts beginning on page 14, explain why services should be funded.

PLAN FOR ACCESS SERVICES

SERVICE NAME: Assistance

4. Did the last Monitoring/Evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete number 5.

5. The Major Action Steps that will be taken to improve the program must be completed below if:
 •the Contractor's previous fiscal year's performance is less than 90% or
 •the Contractor 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 ACCESS SERVICES

SERVICE NAME/DEFINITION:

Information: A service that (a) provides individuals with information on service available through the AAA and within the communities, and (b) 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 of Service: One Contact

1. These services will be provided at the following site(s) during the following hours:

SITE LOCATION	DAYS/HOURS OF OPERATION

2. These services are provided by the following staff person(s):

STAFF PERSON	DAYS/HOURS OF SERVICE PROVISION

Is this service accessible to the Mobility Disabled? () Yes () No

Is this service accessible to the Visually Impaired? () Yes () No

Is this service accessible to the Hearing Impaired? () Yes () No

3. If the Contractor services are not being targeted to those most in need, as identified in the targeting charts beginning on page 14, explain why services should be funded.

PLAN FOR ACCESS SERVICES

SERVICE NAME: Information

4. Did the last Monitoring/Evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete number 5.

5. The Major Action Steps that will be taken to improve the program must be completed below if:
- the Contractor’s previous fiscal year’s performance is less than 90% or
 - the Contractor 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 "OTHER" SERVICES #1

The information below must be taken from standard definitions and units of service beginning on page 3.

SERVICE NAME: _____

DEFINITION:

Unit of Service: _____

PLAN FOR "OTHER" SERVICES #1

SERVICE NAME: _____

1. This service will be provided at the following site(s) during the following hours:

SITE LOCATION	DAYS/HOURS OF OPERATION

2. This service will be provided by the following staff person(s):

STAFF PERSON	DAYS/HOURS OF SERVICE PROVISION

- Is this vehicle accessible to the Mobility Disabled? () Yes () No
- Is this vehicle accessible to the Visually Impaired? () Yes () No
- Is this vehicle accessible to the Hearing Impaired? () Yes () No

PLAN FOR "OTHER" SERVICES #1

SERVICE NAME: _____

5. Did the last Monitoring/Evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete number 6.

6. The Major Action Steps that will be taken to improve the program must be completed below if:
- the Contractor's previous fiscal year's performance is less than 90% or
 - the Contractor 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 "OTHER" SERVICES #2

The information below must be taken from standard definitions and units of service beginning on page 3.

SERVICE NAME: _____

DEFINITION:

UNIT OF SERVICE: _____

PLAN FOR "OTHER" SERVICES #2

SERVICE NAME: _____

1. This service will be provided at the following site(s) during the following hours:

SITE LOCATION	DAYS/HOURS OF OPERATION

2. This service will be provided by the following staff person(s):

STAFF PERSON	DAYS/HOURS OF SERVICE PROVISION

- Is this vehicle accessible to the Mobility Disabled? () Yes () No
- Is this vehicle accessible to the Visually Impaired? () Yes () No
- Is this vehicle accessible to the Hearing Impaired? () Yes () No

PLAN FOR "OTHER" SERVICES #2

SERVICE NAME: _____

5. Did the last Monitoring/Evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete number 6.

6. The Major Action Steps that will be taken to improve the program must be completed below if:
- the Contractor's previous fiscal year's performance is less than 90% or
 - the Contractor 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

SAMPLE PERSONNEL GROSS UNIT COST WORKSHEET

	1 Assigned Personnel for this Grant Service	2 Total FTE %	3 % of Time Working on Grant Service	4 FTE Actual % of time for this Grant Service col. 2 x col. 3	5 Annual Salary	6 Salary for this Grant Service col. 4 x col. 5
A. Administrative Positions:		CANNOT EXCEED 15% OF TOTAL FOR COL. 6				
1	Assistant Director	100.00%	2.00%	2.00%	\$42,300	\$846
2						
3						
4						
5						
	Administrative Staff TOTAL	100.00%	2.00%	2.00%	\$42,300	\$846
B. Program/Service Positions:						
1	Transportation Coordinator	100.00%	12.50%	12.50%	\$32,645	\$4,081
2	Scheduling Assistant	100.00%	10.00%	10.00%	\$23,125	\$2,313
3						
4						
5						
6						
	Program Staff TOTAL	200.00%	22.50%	22.50%	\$55,770	\$6,393
	Grand Totals	300.00%	24.50%	24.50%	\$98,070	\$7,239

Administration Cannot Exceed 15% = col. 6 Admin Staff Total divided by col. 6 Grand Total : 11.69%

Instructions: Identify each position to be supported by this service. Round Numbers to whole dollars.

Column 1 Separate Administration and Program Salaried Staff

Column 2 Example: full time staff = 100% FTE

Example: part-time staff working 21 out of 35 total hours = 21 hrs / 35 hrs = 60% FTE

Column 3 Indicate the % of time the employee is working on this grant and service

PERSONNEL GROSS UNIT COST WORKSHEET
 (see sample on page 21)

	1	2	3	4	5	6
	Assigned Personnel for this Grant Service	Total FTE %	% of Time Working on Grant Service	FTE Actual % of time for this Grant Service col. 2 x col. 3	Annual Salary	Salary for this Grant Service col. 4 x col. 5
A. Administrative Positions:		CANNOT EXCEED 15% OF TOTAL FOR COL. 6				
1						
2						
3						
4						
5						
	Administrative Staff TOTAL	0.00%	0.00%	0.00%	\$0	\$0
B. Program/Service Positions:						
1						
2						
3						
4						
5						
6						
	Program Staff TOTAL	0.00%	0.00%	0.00%	\$0	\$0
	Grand Totals	0.00%	0.00%	0.00%	\$0	\$0

**Administration Cannot Exceed 15% = col. 6 Admin Staff Total divided by col. 6 Grand Total :
 #DIV/0!**

Instructions: Identify each position to be supported by this service. Round Numbers to whole dollars.

Column 1 Separate Administration and Program Salaried Staff

Column 2 Example: full time staff = 100% FTE

Example: part-time staff working 21 out of 35 total hours = 21 hrs / 35 hrs = 60% FTE

Column 3 Indicate the % of time the employee is working on this grant and service

WESTCHESTER COUNTY
 DEPT. OF SENIOR PROGRAMS AND SERVICES
 TITLE III-B 2013

CONTRACTOR: _____

SERVICE: _____

SUPPORTING BUDGET SCHEDULE

2. FRINGE BENEFITS:

Social Security _____ %	Disability _____ %	
Retirement _____ %	Worker's Compensation _____ %	
Health Insurance _____ %	Unemployment Insurance _____ %	
Life Insurance _____ %	Other (Specify): _____ %	
Composite Percentage _____ %		
TOTAL \$		

3. CONSULTANTS:

(List Name and Title for Each Entry)	Type of Service	Unit Cost (Rate/Hr.)	No. of Units (Hours/Sessions)	Amount
Name _____ Title _____				\$
Name _____ Title _____				\$
Name _____ Title _____				\$
Name _____ Title _____				\$
TOTAL \$				

4. EQUIPMENT: (List only equipment having a unit cost of \$300 or more.)
 For all equipment rentals, attach a copy of the agreement.

Item and Description	Quantity	Unit Purchase Price	Annual Unit Rental Price	Amount Chargeable to Program
				\$
				\$
				\$
				\$
				\$
TOTAL \$				

SUPPORTING BUDGET SCHEDULE

5. TRAVEL: (Staff, Volunteers, Advisory Committee, and Transportation of Participants)	
Mileage: _____ miles @ _____ * cents per mile	\$ _____
Lodging and meals @ _____ per diem	\$ _____
Public Transportation	\$ _____
Gasoline and Oil	\$ _____
Other Travel Costs (specify): _____	\$ _____
_____	\$ _____
TOTAL	
6. RENT: (Include information below for all rental property. Also include total maintenance-in-lieu of rent charges for all sponsor owned property. Attach a copy of the lease for all rented property and a copy of the charge back breakdown for owned property). Use extra sheets if there are more than three rental properties - complete same information.	
1) Address _____ Owner _____ Square Footage _____ @ \$ _____/Sq.ft. Check if In-Kind () Monthly Rental \$ _____ x 12 = \$ _____ Utilities \$ _____ Janitorial Services _____ Maintenance-in-lieu of rent \$ _____	
2) Address _____ Owner _____ Square Footage _____ @ \$ _____/Sq.ft. Check if In-Kind () Monthly Rental \$ _____ x 12 = \$ _____ Utilities \$ _____ Janitorial Services _____ Maintenance-in-lieu of rent \$ _____	
3) Address _____ Owner _____ Square Footage _____ @ \$ _____/Sq.ft. Check if In-Kind () Monthly Rental \$ _____ x 12 = \$ _____ Utilities \$ _____ Janitorial Services _____ Maintenance-in-lieu of rent \$ _____	
TOTAL \$	
7. COMMUNICATIONS:	
Telephone: Briefly describe type and amount of charges, e.g., charge back by sponsor or monthly charge per phone, plus toll calls.	
Telephone Cost:	\$ _____
Postage: General Mailing Cost	\$ _____
Postage: Special Bulk Mailing Cost	\$ _____
Other	\$ _____
TOTAL \$	

WESTCHESTER COUNTY
 DEPT. OF SENIOR PROGRAMS AND SERVICES
 TITLE III-B 2013

CONTRACTOR: _____

SERVICE: _____

SUPPORTING BUDGET SCHEDULE

8. PRINTING AND SUPPLIES:			
Printing:			
	Description of Item	Quantity	Amount
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
Supplies:	Office, Program and Janitorial		\$ _____
			TOTAL \$ _____
9. OTHER EXPENSES: (List specific items and costs)			
Insurance	\$ _____	Minor Alterations & Renovations	\$ _____
Bonding	\$ _____	Photocopying	\$ _____
Equip. Maint. & Repair	\$ _____	Data Processing	\$ _____
Vehicle Maint. & Repair	\$ _____	Other (specify)	
Conferences, Seminars & Training Funds	\$ _____		\$ _____
Memberships & Subscriptions	\$ _____		\$ _____
Audits	\$ _____		
			TOTAL \$ _____
10. SUBCONTRACTS: (List each contract and cost. Use extra sheets if necessary.)			
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
Total Number of Subcontractors: _____			TOTAL \$ _____

WESTCHESTER COUNTY
 DEPT. OF SENIOR PROGRAMS AND SERVICES
 TITLE III-B 2013

CONTRACTOR: _____
 SERVICE: _____

SUPPORTING BUDGET SCHEDULE

12. PARTICIPANT CONTRIBUTIONS:		
1.) Subcontractor Provided Services	1) \$ _____	
2.) Other Income (specify):		
_____ \$ _____		
_____ \$ _____		
_____ \$ _____	2) \$ _____	
3.) Total Income (# 1 + # 2)	3) \$ _____	
4.) Less Income Used As Matching Funds	4) \$ _____	
NET TOTAL (# 3 - # 4)		\$ _____
14. FEDERAL/STATE FUNDS		TOTAL \$ _____
15. COUNTY FUNDS		TOTAL \$ _____
16. CONTRACTOR MATCH FUNDS:		
SOURCE	AMOUNT	CHECKMARK IF IN-KIND
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
TOTAL		\$ _____
17 OTHER RESOURCES	TOTAL	\$ _____

WESTCHESTER COUNTY
 DEPT. OF SENIOR PROGRAMS AND SERVICES
 TITLE III-B 2013

CONTRACTOR: _____
 SERVICE: _____

Budget Summary

BUDGET CATEGORY	Program Activity*	Direct Client Service*	Admin Support Functions*	Total Budget for this Service	Total Budget For All Services
1. Personnel (must agree with budget for all employees providing the service on page E)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. Fringe Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. Consultants	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4. Equipment	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5. Travel	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6. Rent	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7. Communications	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8. Printing & Supplies	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9. Other Expenses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10. Subcontracts	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11. Total Budget (lines 1-10)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11a. % of Total Budget	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12. Less Participant Contributions	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
13. Net Total (line 11-line 12)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
14. Federal/State Funds	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
15. County Funds	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
16. Contractor Match Funds	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
17. Other Resources	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

* Program Activity is the service being provided

* Direct Client Services are provided directly to the program participant

* Support Functions not to exceed 15% of total budget

2013 UNIT COST REIMBURSEMENT SUMMARY

	BUDGET CATEGORY	REIMBURSEMENT UNIT DEFINITION	SERVICE NAME
1.	Federal or State Allocation		
2.	Subcontractor Match at _____ %		
3.	County Match for Subcontractor		
4.	Estimated Contributions		
5.	GROSS TOTAL (Total Line 1 thru Line 4)		
6.	Reimbursement Unit Definition:		
7.	Proposed Number of DSPS Reimbursable Units to be Served		
8.	Gross Unit Cost (Line 1 + Line 2 + Line 3/Line 7)		
9.	Net Budget (Line 5 - Line 4) Note: Includes Contractor Match		
10.	Net Unit Cost/Reimbursement Unit Cost: (Line 1 + Line 3 / Line 7). Only Includes Federal, State and County Funds		
11.	Number of Unduplicated Clients to be Served: Each of these individual clients will have a NAPIS or COMPASS Form Requirement in the SAMS System		
12.	Number of Clients to be Served: These clients will be counted in a Consumer Group in the SAMS System		
13.	NYS Service Definition:		
14.	Proposed Number of NYSOFA Defined Units to be Served if Different than # 6 Above		

A. Actual Unit Cost Reimbursement includes Federal, State and County funds. Local match and contributions are not included in the actual reimbursement calculation.

B. The Department will reimburse utilizing unit cost for actual services provided and data entered in the Social Assistance Management System (SAMS), up to the not to exceed amount of this contract.

Highlighted Lines Cannot Be Changed

2013 UNIT COST REIMBURSEMENT SUMMARY

	BUDGET CATEGORY	UNIT DEFINITION	Nutrition Site Transportation
1.	Federal or State Allocation		\$7,631
2.	Contractor Match at <u>41</u> %		\$5,303
3.	County Match for Contractor		\$0
4.	Estimated Contributions		\$685
5.	GROSS TOTAL (Total Line 1 thru Line 4)		\$13,619
6.	Reimbursement Unit Definition	Each One Way Trip Per Person	
7.	Proposed Number of DSPS Reimbursable Units to be Served		2,531
8.	Gross Unit Cost (Line 1 + Line 2+ Line 3/Line 7)		\$5.11
9.	Net Budget (Line 5 - Line 4) Note: Includes Contractor Match		\$12,934
10.	Net Unit Cost/Reimbursement Unit Cost: (Line 1 + Line 3 / Line 7). Only Includes Federal, State and County Funds		\$3.02
11.	Number of Unduplicated Clients to be Served: Each of these individual clients will have a NAPIS or COMPASS Form Requirement in the SAMS System	Contractor must provide #	_____
12.	Number of Clients to be Served: These clients will be counted in a Consumer Group in the SAMS System		N/A
13.	NYS Service Definition:	Each One Way Trip Per Person	
14.	Proposed Number of NYSOFA Defined Units to be Served if Different than # 6 Above		0

A. Actual Unit Cost Reimbursement includes Federal, State and County funds. Local match and contributions are not included in the actual reimbursement calculation.

B. The Department will reimburse utilizing unit cost for actual services provided and data entered in the Social Assistance Management System (SAMS), up to the not to exceed amount of this contract.

2013 UNIT COST REIMBURSEMENT SUMMARY

	BUDGET CATEGORY	UNIT DEFINITION	Supportive Services Transportation
1.	Federal or State Allocation		\$7,643
2.	Contractor Match at <u>41</u> %		\$5,311
3.	County Match for Contractor		\$0
4.	Estimated Contributions		\$685
5.	GROSS TOTAL (Total Line 1 thru Line 4)		\$13,639
6.	Reimbursement Unit Definition	Each One Way Trip Per Person	
7.	Proposed Number of DSPS Reimbursable Units to be Served		2,535
8.	Gross Unit Cost (Line 1 + Line 2+ Line 3/Line 7)		\$5.11
9.	Net Budget (Line 5 - Line 4) Note: Includes Contractor Match		\$12,954
10.	Net Unit Cost/Reimbursement Unit Cost: (Line 1 + Line 3 / Line 7). Only Includes Federal, State and County Funds		\$3.02
11.	Number of Unduplicated Clients to be Served: Each of these individual clients will have a NAPIS or COMPASS Form Requirement in the SAMS System	Contractor must provide #	_____
12.	Number of Clients to be Served: These clients will be counted in a Consumer Group in the SAMS System		N/A
13.	NYS Service Definition:	Each One Way Trip Per Person	
14.	Proposed Number of NYSOFA Defined Units to be Served if Different than # 6 Above		0

A. Actual Unit Cost Reimbursement includes Federal, State and County funds. Local match and contributions are not included in the actual reimbursement calculation.

B. The Department will reimburse utilizing unit cost for actual services provided and data entered in the Social Assistance Management System (SAMS), up to the not to exceed amount of this contract.

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2013 TITLE III B PERFORMANCE SUMMARY COSTS

Port Chester

Contractor

SERVICE NAME		(1)	(2)	(3)	(3a)	(3b)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
A1. NYSOFA Reporting Unit of Service		Projected Total Units of Service	Total Elderly Served for this Service	Total Federal Funds	Support Function @ 15% of Federal Funds = (3) x 15%	Service Federal Funds = (3) - (3a)	County Funds	Match Funds	Total Federal + County + Match Funds = (3) + (4) + (5)	Participant Contributions	Total Gross Budget with Contributions = (6) + (7)	Federal Unit Cost = (3) ÷ (1)	Gross Unit Cost Excludes Contributions = (6) ÷ (1)
A2. DSPS Reimbursement Unit of Service if Different from A1.													
1. A.	Nutrition Site Transportation		Contractor must provide #										
A1. NYSOFA:	Each One Way Trip Per Person	2,531		\$7,631	\$1,145	\$6,486	\$0	\$5,303	\$12,934	\$685	\$13,619	\$3.02	\$5.11
A2. DSPS:	Each One Way Trip Per Person												
2. A.	Supportive Services Transportation		Contractor must provide #										
A1. NYSOFA:	Each One Way Trip Per Person	2,535		\$7,643	\$1,146	\$6,497	\$0	\$5,311	\$12,954	\$685	\$13,639	\$3.02	\$5.11
A2. DSPS:	Each One Way Trip Per Person												
3. A.													
A1. NYSOFA													
A2. DSPS													
4. A.													
A1. NYSOFA													
A2. DSPS													
5. A.													
A1. NYSOFA													
A2. DSPS													
6. A.													
A1. NYSOFA													
A2. DSPS													
PROGRAM TOTALS				\$15,274	\$2,291	\$12,983	\$0	\$10,614	\$25,888	\$1,370	\$27,258		

JOB DESCRIPTIONS

Job Descriptions of positions to be funded by the Older Americans Act amendment of 1965, Title III, must be submitted with this Application.

AGENCY NAME: _____

ADDRESS: _____

JOB TITLE: _____

CONTRACT PERIOD: FROM _____ TO _____

BASIC FUNCTIONS TO BE PERFORMED BY EMPLOYEE:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

MINIMUM ACCEPTABLE TRAINING, EXPERIENCE, KNOWLEDGE, SKILLS AND ABILITIES:

IF POSITION IS ALREADY FILLED, NAME OF EMPLOYEE: _____

NAME OF IMMEDIATE SUPERVISOR: _____

POSITION WITH AGENCY: _____

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 Contractor shall furnish the following reports to the County Department of Senior Programs and Services prior to the fifteenth (15th) working day of each month:

1. Programmatic monthly statistical client and fiscal reports.
2. Monthly fiscal vouchering.

Vehicle Requirements:

The Contractor agrees to make available for use by other agencies or municipalities contracting with the County in its capacity as the Area Agency, any cars or vans purchased or rented by the Contractor for use in Title III-B programs, upon request by another agency or municipality under the following conditions:

- a. The use by the receiving agency or municipality shall be only at those times the Contractor is not using the vehicle in furtherance of its Title III-B programs.
- b. The receiving agency or municipality shall furnish all drivers, maintenance services and supplies for the vehicle while it is in custody.
- c. The receiving agency or municipality will supply the Contractor with Certificates of Insurance reasonably satisfactory to the Contractor covering the vehicle while in the agency's or the municipality's custody.
- d. The receiving agency or municipality agrees to return the vehicle in the same condition as received, reasonable wear and tear excepted.
- e. The receiving agency or municipality agrees to use the vehicle only for Title III-B programs for which it has contracted with the County.

Licensure Requirements:

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

Independent Consultant Criteria

Summary of Federal Taxable Payroll Section 861

A worker is an employee, if the person, for whom he works, has the right whether exercised or not, to direct and control the details of when, where and how the work is done and the final results.

Example: Construction Contractor as an Employer

- supervised and controlled the workers
- supplied major tools and equipment
- sometimes dictated the manner in which the job or end result was accomplished.

There are a number of factors which must be weighed against those that indicate Independent Contractor status, the relative importance of which depends on the occupation.

The following are some factors to be considered:

- 1 - An employee must comply with instructions about where, when, how to work.
- 2 - An employee receives training from an experienced employee. Independent Contractors ordinarily receive no training.
- 3 - Success or continuation of business depending on certain kinds of service indicates that a person is subject to direction and control and is an employee.
- 4 - If the employer is interested in who does the job as well as getting the job done, it indicates that the employer is interested in the methods used as well as the result of services rendered.
- 5 - When one worker hires, supervises and pays other workers under a contract in which he agreed to provide labor and materials, he is an Independent Contractor and not an employee.
- 6 - A continuing relationship even at irregular intervals is a factor tending to indicate employer-employee relationship.
- 7 - Set hours for work is indicative of employee status. The Independent Contractor is the master of his own time.
- 8 - An employee must devote full time to the employer different from an Independent Contractor who may have as many employers as he pleases. The meaning of full time varies with the intent of the parties.
- 9 - Doing the work, an employer's premises implies control especially if the work is of a nature that it could be performed elsewhere. The work done off the premises does not in itself mean no right to control exists.

Independent Consultant Criteria (Cont'd)

Summary of Federal Taxable Payroll Section 861

Control and therefore, employee status is indicated if:

- 10 - If a person must perform work in a prescribed sequence.
- 11 - If regular reports must be submitted by the worker.
- 12 - Payment for time is usually a manner for compensating employees. Independent Contractors are paid by job, lump-sum, or commission. Minimum salary or drawing account without requirement for repayment of excess over earnings indicates employer-employee relationship.
- 13 - An employee has business and travel expenses paid by the employer.
- 14 - An employee has tools and materials furnished by the employer although in some jobs it is also customary for employees to use their own hand tools.
- 15 - A significant investment by a person in facilities used in performing services tends to show Independent Contractor status.
- 16 - An Independent Contractor is in a position to realize a profit or also suffer a loss.
- 17 - A person's services which are available to the general public, generally indicates Independent Contractor status e.g. licenses, advertising, telephone directory.
- 18 - An employer has the right of discharge over an employee of which a collective bargaining agreement does not detract.
- 19 - An employee has a right to end his relationship with an employer without incurring liability.

CORRESPONDENCE

434 West William Street
Port Chester, New York 10573
July 13, 2013

Village of Port Chester
222 Grace Church Street
Port Chester, New York 10573

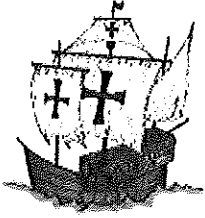
Dear Mayor and Board of Trustees:

With this letter, I hereby submit my resignation from the Village of Port Chester Waterfront Commission, effective July 13, 2013. My resignation was contingent on my acceptance on the Ethics Board.

I wish you and the Waterfront Commission good luck and continued success.

Sincerely,

Alex Payán



Columbus Day Celebration Committee

*P.O. Box 1048
Port Chester NY 10573*

Founded 1906

*Rec'd
6/28/12*



Edward T. Sexton
General Chairman

Toni Ganim
Vice Chairman

Honorable Neil Pagano &
Members of the Board or Trustees
Village of Port Chester
222 Grace Church Street
Port Chester, New York 10573

June 16, 2013

Re: 2013 Columbus Day Parade

Dear Mayor Pagano & Board Members:

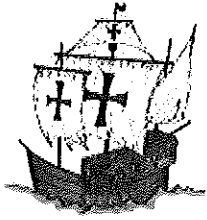
The Columbus Day Celebration Committee held their first meeting in preparation for this year's parade and festivities. Our biggest challenge this year is to raise money to cover the cost for the bands and expenses for the parade, which is scheduled for Sunday, October 13, 2013 (rain date October 20, 2013).

The Committee appreciates the generosity from the Village of Port Chester for their donations in the past years. Once again we come to you requesting your financial assistance for this year's parade and hope you will be able to increase your donation.

Thank you in also advance for your favorable response.

Very truly yours,

Edward T. Sexton
Chairman



Columbus Day Celebration Committee

*P.O. Box 1048
Port Chester NY 10573*

Founded 1906



**Edward T. Sexton
General Chairman**

**Toni Ganim
Vice Chairman**

June 16, 2013

Dear Board Of Trustees,

The Columbus Day Parade Committee wants to extend a warm welcome to you, as we are proud to invite you to be part of our parade celebration in Port Chester and Rye Brook on Sunday, October 13, 2013 (rain date October 20, 2013) to honor Christopher Columbus.

Once again as in the past, we would like to ask for permission for the use of the Show Mobile to serve as our Reviewing Stand. It would be placed on the corner of Westchester Ave and Poningo Street. Charlie Vaccaro has told us that that would be a suitable Location.

Thanking you in advance, we hope to see you at our Columbus Day Parade on the 13th of October.

Very truly yours,

Edward T. Sexton
Chairman



ROBERT HOCH
GOVERNMENT AFFAIRS
(914) 378-4515 PHONE
(914) 909 0207 FAX
RHOCH@CABLEVISION.COM

June 21, 2013

The Honorable Neil Pagano, Mayor
Village of Port Chester
222 Grace Church Street
Port Chester, New York 10573

Re: Re-tiering of News12 Traffic and Weather to Broadcast Basic

Dear Mayor Pagano:

Please let this letter serve to notice that effective July 25, the very popular News12 Traffic and Weather will be re-positioned and will be part of the Broadcast Basic Package. Currently this channel is in the Economy Package and in the grandfathered Family Package.

There is no rate change or channel change involved. News12 Traffic and Weather will continue to be seen in SD on channel 61 and in HD on channel 792. A digital cable box, CableCard or Digital TV with QAM tuner is required.

Customers will be notified of the re-tiering through on air and bill messaging. In addition, customers can always find the most current packaging and rate information on Cablevision's consumer website www.optimum.com.

As always, if you have any questions, please feel free to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Hoch". The signature is written in a cursive, flowing style.

Robert Hoch



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
REGION EIGHT
4 BURNETT BOULEVARD
POUGHKEEPSIE, NEW YORK 12603
www.nysdot.gov

WILLIAM J. GORTON, P.E.
ACTING REGIONAL DIRECTOR

JOAN McDONALD
COMMISSIONER

VILLAGE OF PORT CHESTER

June 12, 2013

Honorable Neil J. Pagano
Mayor
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

JUN 28 2013

RECEIVED

M

**RE: ADA Sidewalk & Ramps Improvements
PIN 8811.81/D262295
Eastern Westchester County**

Dear Mayor Pagano:

I'm pleased to announce the New York State Department of Transportation (NYSDOT) is about to start construction on a \$1.776 million project to improve sidewalks in eastern Westchester County along the following routes:

- Village of Pelham Manor, Boston Post Rd. (Rt. 1)
- Village of Scarsdale, Weaver Street (Rt. 125)
- Village of Harrison, Harrison Ave. (Rt. 127)
- Village of Rye Brook, Westchester Ave. (rt. 120)
- Village of Mamaroneck, Weaver St. (Rt. 125)
- Village of Larchmont, Boston Post Rd. (Rt. 1)
- City of New Rochelle, Memorial Hwy (Rt. 981V)
- Village of Port Chester, Westchester Ave. (Rt. 120) & Putnam Ave. (Rt. 982C)

The project was initiated for the purposes of ensuring identified sections of sidewalk comply with the American Disabilities Act (ADA). All work will be performed within the existing highway right-of-way.

The construction contract was awarded to Landi Contracting, Inc. of Hawthorne, New York on May 31, 2013. We anticipate construction starting on June 19, 2013 and the project being completed by spring 2014.

At this time, I would like to provide you with the contact information of the Department's construction Engineer-In-Charge (EIC), Anthony Scatenato, who will be the primary contact during construction. Should you have any questions, Mr. Scatenato can be contacted at (914) 437-5800 or email Anthony.Scatenato@dot.ny.gov

Very truly yours,

WILLIAM J. GORTON, P.E.
Acting Regional Director

cc: J. O'Malley, Construction Area Supervisor, NYSDOT Region 8
S. Jobson, Acting Regional Landscape Architecture/Environmental Manager, Region 8



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-1000

ASSISTANT SECRETARY FOR CONGRESSIONAL
AND INTERGOVERNMENTAL RELATIONS

VILLAGE OF PORT CHESTER

JUL 18 2013

JUL 19 2013

RECEIVED *M*

Mayor Neil Pagano
Mayor of Port Chester
222 Grace Church Street
Port Chester, NY 10573

Dear Mayor Pagano:

On behalf of Secretary Donovan, thank you for your letter of June 13, 2013, requesting the Department to release Fiscal Year 2011-2013 Community Development Block Grant (CDBG) funds previously allocated to the Village of Port Chester by Westchester County, New York. HUD appreciates the keen interest you have in this issue, and understands your concerns about the effect that the County's noncompliance has had on services to residents of the Village of Port Chester.

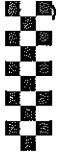
Like you, HUD is anxious to gain resolution of outstanding issues regarding the County's Analysis of Impediments to Fair Housing Choice, so that the County may move forward with its HUD-funded housing, community development and homeless assistance programs. Once the County resolves the issues, the Department will be able to release available funds to the County. The Department is in continuous communication with Westchester County officials to this end. However, HUD must ensure that the County's actions and documents comply with statutory and regulatory requirements as well as the terms of the Settlement Agreement. HUD takes very seriously its role in ensuring compliance with Fair Housing laws, and it takes just as seriously its role in assisting the County with program implementation.

I hope the information provided is helpful. Please let me know if I can be of further assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Elliot Minberg".

Elliot Minberg
Acting Assistant Secretary for Congressional
and Intergovernmental Relations



OFFICE OF CONGRESSIONAL AND INTERGOVERNMENTAL RELATIONS
451 7th Street, SW
Washington, DC 20410
Tel. 202-708-0380
Fax. 202-708-1350

Fax

To: Mayor Neil Pagano From: HUD/CIR
 Fax: 914.937-3169 Pages: 2
 Phone: 914.939.5201 Date: JUL 18 2013
 Re: CDBG cc: _____

- Urgent
- For Review
- Please Comment
- Please Reply

JUL 16 2013

RECEIVED



VILLAGE OF PORT CHESTER

Justice Court

350 No. Main Street, Port Chester, New York
10573

Peter Sisca
Justice

Fax: (914) 939-3479
Phone: (914) 939-8220

Mathew Troy, III
Acting Justice

Regina Hill
Court Clerk

July 15, 2013

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

Dear Mayor and Board of Trustees:

Pursuant to the appointment of Allen Steven Carroll as a Village Marshal we hereby designate Marshal Carroll as the Chief Marshal to carry out duties as directed by our Court.

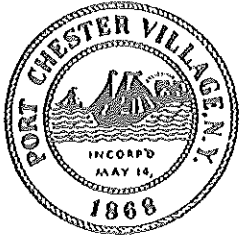
Marshal Carroll has dedicated many years of service to this Court and we believe he will discharge his duties in a competent and professional manner. We look forward to working with him.

Thank you for your kind attention.

Very truly yours,

Peter F. Sisca
VILLAGE JUSTICE

Matthew J. Troy
ACTING VILLAGE JUSTICE



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, NY 10573

Christopher D. Steers
Village Manager

(914) 939-2200
Fax: (914) 937-3169
E-mail: csteers@portchesterny.com

July 17, 2013

Mr. Nicholas Melillo, Director
Chucky Melillo Softball Classic
93 Perry Avenue
Port Chester, NY 10573

Dear Mr. Melillo:

Please be advised that your request for permission to close Park Avenue (the area right in front of the Park Avenue School from Neuton Avenue to Tamarack Road) on Saturday, July 27, 2013 to hold your 1st Annual Chucky Melillo Softball Classic and Family Fun Day event from 8:00am to 7:00pm has been approved.

Please submit a Certificate of Insurance naming the Village of Port Chester as additional insured for this event.

If you have any questions, please feel free to call Sergeant Charles Vaccaro of the Port Chester Police Department at (914) 939-6608.

The Department of Public Works, Police, Fire and the Port Chester/Ryc/Ryc Brook Emergency Medical Services have all been notified of this event.

Our best wishes for a successful event.

Very truly yours,

Christopher D. Steers
Village Manager

CDC:mtv

cc: Joseph Krzeminski, Police Chief
Charles Vaccaro, Police Sergeant
Kevin McMinn, Fire Chief
Rocky Morabito, General Foreman
Scott Moore, EMS Administrator

C.Ameigh@PortChesterNY.com

CHUCKY MELILLO SOFTBALL CLASSIC
93 PERRY AVENUE
PORT CHESTER, NEW YORK 10573
914-469-5784

Director
Nicholas Melillo

Board of Directors
Matt Carpentieri
Rob Cruz
Felix Hughes
Robbie Longo
Eric Snyder
Andrew Sposta

July 1, 2013

Mayor
Board of Trustees
Village of Port Chester
222 Grace Church Street
Port Chester, New York 10573

Gentlemen,

On October 21, 2012, my brother, Charlie Melillo, died in his sleep at the age of 27 three days before his scheduled surgery to repair the fracture in his neck. Charlie was injured two weeks prior while playing on his semi pro football team and suffered a severe concussion as well as the neck fracture.

Charlie was an EMT with Empress Ambulance of Yonkers and Harrison EMS. He was also a volunteer firefighter with Harry Howard Hook & Ladder for this Village and was serving as Captain at the time of his death. His family, job, firefighting and football were the most important things in his life and he was committed to each one 100 % - but his main passion in life was helping others. At his wake as my family and I greeted a steady stream of almost 3000 people, we heard story after story from perfect strangers of how Charlie had helped them in one way or another. We knew how special he was, but had no idea of how many lives he had touched and how many people loved him. His wake and funeral were a testament to the person Charlie was and we hope he was watching proudly as we paid tribute to him.

My mom's biggest fear was that Charlie would be forgotten so we decided to start a memorial fund in his name and with the money his friends had raised at a fund raiser in his honor, we opened the Charles William Melillo Memorial Fund and have so far donated to the Port Chester Fire Department Explorer Post, set up a scholarship at the Port Chester High School for a graduate who will be pursuing a career as a member of emergency services or medicine and we are putting 3 kids through camp this summer with the Port Chester Recreation Department.

In order to keep the fund funded, our first major fundraiser will be the Chucky Melillo Softball Classic and Family Fun Day which we hope will become an annual event. The Classic will be held on Saturday, July 27th at the Port Chester High School with a rain date of Sunday the 28th. Charlie loved a party and he loved to have everyone together - friends and family - so that is what we went with - a day of spending time with friends and family - some softball - some good food - plenty of activities for the kids and all

proceeds will go to the Memorial Fund so that we can keep giving to organizations that were near and dear to Charlie's heart. We are requesting that Park Avenue be closed to public traffic on the day of the tournament so that we can set up activities for the kids and food booths as well as stage fire trucks and ambulances that will be there in support. The area right in front of the Park Avenue School from Neuton to Tamarack is the portion of the street we are requesting.

Thank you for your time and consideration.

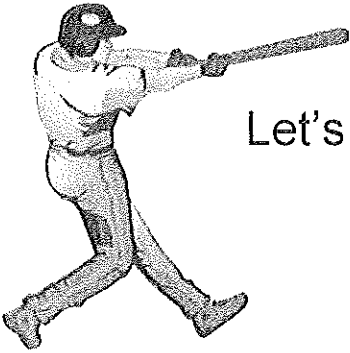
Sincerely,

A handwritten signature in black ink that reads "Nick Melillo". The signature is written in a cursive, slightly slanted style.

Nicholas Melillo
Director

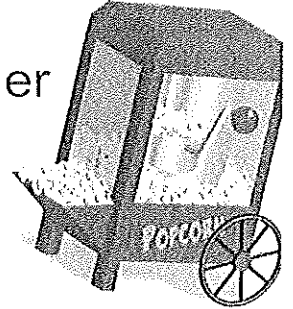
NM/sam
Encs.

1st ANNUAL
CHUCKY MELILLO SOFTBALL CLASSIC
&
Family Fun Day



Let's all play ball! In honor of our fallen brother
Charlie "Chucky" Melillo

July 27th 2013



Anyone wishing to sponsor or donate raffle prizes please contact
Call: 914-469-5784 or Email: CWMclassic@gmail.com

Sponsors start at \$250 and will be placed on the event t-shirts
– larger sponsors will be advertised on banners or plaques

Family and Children Events

*Food, Ice Cream, and Concessions available for purchase
Amusement Games *Kids Activities *Much More!*

To be held at the Port Chester High School Fields
1 Tamarack Road, Port Chester, NY 10573

All Proceeds Will Go Towards The:
Charles William Melillo
Scholarship Fund

We are also selling 50-50 raffles and look to share a large pot with some lucky person – if you would like raffle tickets, please contact us at the number above and we will be happy to get them to you.

Rain Date: July 28th 2013



TOWN of GREENBURGH

OFFICE OF THE SUPERVISOR

177 Hillside Avenue Greenburgh, New York 10607
(914) 993-1540 Office (914) 993-1541 Fax (914) 478-1219 Home
Web Site - www.greenburghny.com
E-Mail - pfeiner@greenburghny.com

PAUL J. FEINER
Supervisor

June 24, 2013

VILLAGE OF PORT CHESTER

JUN 28 2013

RECEIVED

Dear Mayor/Supervisor:

I have been receiving many complaints from residents about telephone poles/wires that are split and look like they are in bad shape. Many residents fear that that the poles are in danger of falling and pose a safety hazard. A bill has been introduced in the State Senate (see below) that would address this problem by requiring safety and reliability inspections of all telephone poles.

Are there split telephone poles in your neighborhood? Do they look unsafe? The NYS Legislature should adopt a law that would require safety and reliability inspection of all telephone poles used by telephone corporations. A copy of the proposed law appears below. Please contact State lawmakers and urge them to get behind the proposed law.

Sincerely,

Paul J. Feiner
Greenburgh Town Supervisor

Bill S1537-2013

Requires a safety and reliability inspection of all telephone poles used by telephone corporations providing telephone service to more than one million subscribers
Requires a safety and reliability inspection of all telephone poles used by telephone corporations providing telephone service to more than one million subscribers and the replacement or removal of deficient poles.

Jan 9, 2013: REFERRED TO ENERGY AND TELECOMMUNICATIONS

Memo

BILL NUMBER:S1537

TITLE OF BILL: An act to amend the public service law, in relation to requiring a safety and reliability inspection of all telephone poles used by telephone corporations providing telephone service to more than one million subscribers and requiring a safety and reliability inspection of all utility poles used by electric corporations providing electric service to over 300,000 customers and the replacement or removal of deficient poles

PURPOSE OR GENERAL IDEA OF BILL: The purpose of this bill is to ensure that there is a plan in place by any telephone corporation in NYS that services more than one million subscribers and electric corporations serving over 300,000 customers to conduct a study and implement a plan of action to remove the growing number of old unsafe telephone and electric poles in communities throughout the state or face a mandatory minimum fine for inaction.

SUMMARY OF SPECIFIC PROVISIONS:

Section 2 amends public service law by adding a new section 98-a that calls for the PSC to require telephone corporations providing telephone service to more than one million subscribers to conduct a safety and reliability study of all telephone poles used for telephone service and electric corporations serving over 300,000 customers and electric poles and report the total number of poles per county, the total number of poles split or shattered, the number of poles severed or partially severed and the number of poles "strapped" or declared unsafe within language in this new subdivision. The study will be completed within 120 days of the effective date of this section and upon completion the study will be submitted to the public service commission, the governor, the temporary president of the senate, the speaker of the assembly and the standing chairs of the assembly and senate committee on corporations, authorities and commissions. Replace of unsafe poles will be made by experience employees and fines of \$ 150 per month per un-replaced pole shall be assessed against each telephone and electric pole that a telephone corporation serving more than one million subscribers, or an electric corporation serving over 300,000 customers has identified as unsafe or noncompliant.

JUSTIFICATION: This bill would require the Public Service Commission to initiate a rule-making to establish mandatory minimum fines for unsafe double pole conditions; an inventory and study of double pole conditions by telephone corporations serving over 1 million subscribers and electric corporations serving over 200,000 customers; and timely removal by properly trained and experienced telephone and electric utility workers of double pole conditions.

Aging or damaged telephone and electric poles pose a threat to public and utility worker safety and must be replaced. When they are replaced with new poles and wiring is transferred to the new pole, the old telephone or electric pole must be removed to protect public and worker safety. When the old telephone or electric pole is not removed, it creates an unsafe and unsightly "double" pole condition. Currently, there are many thousands of aging "double" telephone and electric poles littering the state. Many double telephone and electric poles have been in place for years despite complaints by municipalities, residents and the telephone workers union. Double poles are also found on both public and private property.

The Public Service Commission has had a proceeding on double poles since June of 2008 (Case 08-M0593). The Public Service Commission proceeding initiated on double pole conditions has not produced either a remedy or an inventory of double pole conditions.

As the Public Service Commission's proceeding has continued, many more double poles have been created throughout New York State where the telephone corporation serving over 1 million subscribers or the electric companies serving over 300,000 customers has failed to remove the old poles.

Aging and damaged utility poles are at risk of toppling over or falling. Utility workers are unable to safely climb double poles and therefore network operations are impaired. Property values are impaired by double poles. Telephone and electric poles are also filled with wood preservatives that may leach into the ground, potentially damaging environmental quality and Public health.

Telephone corporations serving over 1 million subscribers and electric corporations serving over 300,000 customers should not be allowed to create these avoidable unsafe and unsightly conditions. An inventory of existing conditions, mandatory minimum fines, and requirements for timely removal of double poles conditions are needed to remedy the problem.

PRIOR LEGISLATIVE HISTORY: 04/08/10: Referred to Corporations, Authorities and Commissions 01/12/11: Referred to Energy and Telecommunications 06/08/11: Amended and recommitted to Energy and Telecommunications, Print number 1777A 01/04/12: Referred to Energy and Telecommunications

FISCAL IMPLICATIONS: None to the state.

EFFECTIVE DATE: This act shall take effect immediately.

Text

STATE OF NEW YORK

1537

2013-2014 Regular Sessions

IN SENATE

(PREFILED)

January 9, 2013

Introduced by Sens. PERKINS, ADDABBO, AVELLA, CARLUCCI, DILAN, HASSELL-THOMPSON, LANZA, MONTGOMERY, PERALTA, RIVERA, SAVINO, STAVISKY, STEWART-COUSINS -- read twice and ordered printed, and when printed to be committed to the Committee on Energy and Telecommunications

AN ACT to amend the public service law, in relation to requiring a safety and reliability inspection of all telephone poles used by telephone corporations providing telephone service to more than one million subscribers and requiring a safety and reliability inspection of all utility poles used by electric corporations providing electric service to over 300,000 customers and the replacement or removal of deficient poles

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Legislative findings. The legislature hereby declares that unsafe, inadequate or unreliable telephone and electrical utility poles are a danger to the general public and to telecommunications and electrical utility workers; that such telephone and electrical utility poles

impair the effective delivery of telecommunications services; and that the public interest requires increased oversight of the safety and reliability of jurisdictional telecommunications and electrical utility services carried over or by above ground telephone and electrical utility lines, as such are defined in article 1 of the public service law; and that the public interest requires a set of minimum fines to ensure compliance with this statute by each telephone corporation serving over one million subscribers and each electric corporation serving over 300,000 subscribers.

S 2. The public service law is amended by adding a new section 98-a to read as follows:

S 98-A. SAFETY AND RELIABILITY INSPECTION. 1. THE PUBLIC SERVICE COMMISSION SHALL, WITHIN THIRTY DAYS OF THE EFFECTIVE DATE OF THIS

EXPLANATION--Matter in *ITALICS* (underscored) is new; matter in brackets [] is old law to be omitted.

LBD04233-01-3

S. 1537

2

SECTION, REQUIRE TELEPHONE CORPORATIONS PROVIDING TELEPHONE SERVICE TO MORE THAN ONE MILLION SUBSCRIBERS, AND ELECTRIC CORPORATIONS SERVING OVER THREE HUNDRED THOUSAND CUSTOMERS, TO CONDUCT A STUDY OF THE SAFETY AND RELIABILITY OF ALL TELEPHONE AND ELECTRIC POLES USED BY SUCH CORPORATIONS TO PROVIDE TELEPHONE AND ELECTRIC SERVICE WITHIN THE STATE OF NEW YORK, AND TO REPORT UPON THE FOLLOWING FACTORS:

- (A) THE TOTAL NUMBER OF TELEPHONE AND ELECTRIC POLES PER COUNTY;
- (B) THE NUMBER OF TELEPHONE AND ELECTRIC POLES WITHIN EACH COUNTY THAT ARE SPLIT OR SHATTERED FOR MORE THAN FIVE PERCENT OF THE LENGTH OF SUCH POLES;
- (C) THE NUMBER OF TELEPHONE AND ELECTRIC POLES PER COUNTY THAT ARE SEVERED OR PARTIALLY SEVERED FROM THEIR BASE;
- (D) THE NUMBER OF TELEPHONE AND ELECTRIC POLES PER COUNTY THAT ARE ATTACHED DIRECTLY TO OTHER TELEPHONE POLES ("STRAPPED") BY MEANS OTHER THAN THE UTILITY LINES CONNECTING SUCH POLES;
- (E) THE NUMBER OF STRAPPED POLES, OF WHICH EITHER OR BOTH POLES ARE SPLIT OR SHATTERED FOR MORE THAN FIVE PERCENT OF THE LENGTH OF SUCH POLES;
- (F) ANY POLES THAT NO LONGER COMPLY WITH ANSI SAFETY STANDARD O5.1; AND
- (G) ANY TELEPHONE AND ELECTRIC POLES FROM WHICH ALL ELECTRICAL, TELEPHONE AND CABLE EQUIPMENT OR ELECTRICAL, TELEPHONE AND CABLE LINES HAVE BEEN PREVIOUSLY REMOVED FROM THE POLES AND TO WHICH NO NEW TELEPHONE, ELECTRICAL OR CABLE PLANT AND EQUIPMENT HAS BEEN ATTACHED FOR AT LEAST THIRTY DAYS.

2. TELEPHONE AND ELECTRIC POLES IDENTIFIED IN SUBDIVISIONS (B), (C), (D), (E), (F) AND (G) OF SUBDIVISION ONE OF THIS SECTION SHALL BE PRESUMED TO BE NO LONGER SAFE, ADEQUATE OR RELIABLE FOR TELECOMMUNICATIONS AND ELECTRIC SERVICE AND AN ENDANGERMENT TO THE GENERAL PUBLIC AND TELECOMMUNICATIONS AND ELECTRIC UTILITY WORKERS, AND SHALL BE SUBJECT TO SUCH STANDARDS FOR REPLACEMENT OF UNSAFE POLES, OR FINES, OR BOTH, AS MAY BE REQUIRED BY THIS SECTION.

3. THE TELEPHONE AND ELECTRIC POLE SAFETY AND RELIABILITY STUDY REQUIRED BY THIS SECTION SHALL BE COMPLETED BY EACH TELEPHONE CORPORATION SERVING MORE THAN ONE MILLION SUBSCRIBERS AND EACH ELECTRIC CORPORATION SERVING MORE THAN THREE HUNDRED THOUSAND SUBSCRIBERS WITHIN ONE HUNDRED TWENTY DAYS OF THE EFFECTIVE DATE OF THIS SECTION. THE TELEPHONE AND ELECTRIC POLE SAFETY AND RELIABILITY STUDY REQUIRED BY THIS SECTION SHALL CONTAIN SUCH TELEPHONE AND ELECTRIC CORPORATION'S PLAN (THE "CORRECTIVE PLAN") FOR REPLACING, WITHIN THREE HUNDRED SIXTY-FIVE DAYS OF THE ISSUANCE OF SUCH REPORT (THE CORRECTIVE PLAN "COMPLETION DATE"), ALL POLES SPLIT OR SHATTERED FOR MORE THAN FIVE

PERCENT OF THE LENGTH OF SUCH POLES, ALL POLES SEVERED OR PARTIALLY SEVERED FROM THEIR BASE, ALL POLES THAT ARE STRAPPED DIRECTLY TO OTHER TELEPHONE OR ELECTRIC POLES, ALL POLES FROM WHICH ALL ELECTRICAL, TELEPHONE AND CABLE EQUIPMENT OR ELECTRICAL, TELEPHONE AND CABLE LINES HAVE BEEN PREVIOUSLY REMOVED FROM THE POLES AND TO WHICH NO NEW TELEPHONE, ELECTRICAL OR CABLE PLANT AND EQUIPMENT HAS BEEN ATTACHED FOR AT LEAST THIRTY DAYS, (COLLECTIVELY, "UNSAFE" POLES).

4. UPON ITS COMPLETION, THE TELEPHONE AND ELECTRIC POLE SAFETY AND RELIABILITY STUDY REQUIRED BY THIS SECTION SHALL BE SUBMITTED AS A REPORT, BY EACH TELEPHONE CORPORATION SERVING MORE THAN ONE MILLION SUBSCRIBERS AND EACH ELECTRIC CORPORATION SERVING MORE THAN THREE HUNDRED THOUSAND SUBSCRIBERS TO THE PUBLIC SERVICE COMMISSION, THE GOVERNOR, THE TEMPORARY PRESIDENT OF THE SENATE, THE SPEAKER OF THE S. 1537

3

ASSEMBLY, AND THE CHAIR OF BOTH THE SENATE AND ASSEMBLY STANDING COMMITTEES ON CORPORATIONS, AUTHORITIES AND COMMISSIONS.

5. THE STUDY TO BE COMPLETED BY THE TELEPHONE AND ELECTRIC CORPORATIONS SHALL INCORPORATE REPORTS OF POLES NONCOMPLIANT WITH THE FACTORS IDENTIFIED IN SUBDIVISION ONE OF THIS SECTION PROVIDED TO THE TELEPHONE AND ELECTRIC CORPORATIONS BY MEMBERS OF THE GENERAL PUBLIC, TELEPHONE CORPORATION UNIONS, AND LOCAL, MUNICIPAL, COUNTY, AND STATE GOVERNMENT AND AGENCIES.

6. ALL TELEPHONE AND ELECTRIC POLES IDENTIFIED AS UNSAFE OR NONCOMPLIANT WITH ANSI SAFETY STANDARD O5.1, IN THE CORRECTIVE PLAN REQUIRED IN THE TELEPHONE AND ELECTRIC POLE SAFETY AND RELIABILITY STUDY, SHALL BE REPLACED BY THE TELEPHONE OR THE ELECTRIC CORPORATION OWNING SUCH POLES, WITHIN THREE HUNDRED SIXTY-FIVE DAYS OF THE ISSUANCE OF SUCH REPORT.

7. REPLACEMENT OF THE POLES IDENTIFIED AS UNSAFE OR NONCOMPLIANT IN THE CORRECTIVE PLAN SHALL BE CONDUCTED BY PROPERLY TRAINED, EXPERIENCED AND EQUIPPED EMPLOYEES OF EACH TELEPHONE CORPORATION SERVING OVER ONE MILLION SUBSCRIBERS AND EACH ELECTRIC CORPORATION SERVING MORE THAN THREE HUNDRED THOUSAND SUBSCRIBERS PREPARING THE STUDY.

8. A FINE OF ONE HUNDRED FIFTY DOLLARS PER MONTH PER UN-REPLACED POLE SHALL BE ASSESSED AGAINST EACH TELEPHONE POLE THAT A TELEPHONE CORPORATION SERVING MORE THAN ONE MILLION SUBSCRIBERS HAS IDENTIFIED AS UNSAFE OR NONCOMPLIANT IN ITS STUDY, AND HAS NOT REPLACED WITHIN THREE HUNDRED SIXTY-FIVE DAYS OF THE ISSUANCE OF THE TELEPHONE AND ELECTRIC POLE SAFETY AND RELIABILITY REPORT AND FOR EACH ELECTRIC POLE THAT AN ELECTRIC CORPORATION SERVING MORE THAN THREE HUNDRED THOUSAND SUBSCRIBERS HAS IDENTIFIED AS UNSAFE OR NONCOMPLIANT IN ITS STUDY, AND HAS NOT REPLACED WITHIN THREE HUNDRED SIXTY-FIVE DAYS OF THE ISSUANCE OF THE TELEPHONE AND ELECTRIC POLE SAFETY AND RELIABILITY REPORT.

S 3. The public service commission shall begin, within ninety days of the effective date of this act, a rulemaking proceeding to establish statewide safety and reliability standards for wooden telephone and electric poles, and to establish penalties for the violation of such standards. Penalties for violation of established standards shall not be less than \$150 per month per un-replaced pole. The rulemaking proceeding to establish statewide safety and reliability standards for wooden telephone and electric poles and to establish penalties for the violation of such standards shall be completed within one year of its inception.

S 4. Severability. If any provision of this act, or the application thereof to any person or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the provision of this act, or in its application to the person or circumstance, directly involved in the controversy in which such judgment shall have been rendered.

S 5. This act shall take effect immediately.

Emailed Village Clerk for
next BOT mtg

VILLAGE OF PORT CHESTER

July 19, 2013

JUL 19 2013

RECEIVED

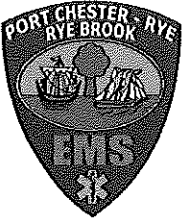
M

To Whom It May Concern:

I would like to request to have our annual "Breckenridge Avenue Block Party on Saturday September 14, 2013 with the rain date of Sunday September 15, 2013. We would like to have from 3:00p.m. to 11:00p.m. We would like to block off the street from Irenhyl to Irving Avenue.

Lisa Dileo
91 Breckenridge Avenue
Port Chester NY 10573
914-937-3917

Thank you



**PORT CHESTER-RYE-RYE BROOK
EMERGENCY MEDICAL SERVICES**

Jaruz

VILLAGE OF PORT CHESTER

June 23, 2013

JUL 2 2013

RECEIVED

Mr. Christopher Steers - Manager
The Village of Port Chester
222 Grace Church Street
Port Chester, N.Y. 10573

Re: Citizen Representative Re-Appointment

Dear Mr. Steers:

The Inter-Municipal Agreement for Emergency Medical Services established the Emergency Medical Services Committee (EMSC). The term of David Byrnes, the Community Representative to the EMSC for the Village of Port Chester is due to be renewed. Mr. Byrnes has graciously expressed his willingness to continue to serve in this capacity.

Section 3A of the Inter-Municipal Agreement states that the community representatives shall be "recommended by the Corps and ratified by joint resolution of the municipalities". In accordance with this agreement I respectfully submit Mr. David Byrnes for reappointment to the EMSC for a term to run from July 1, 2013 to June 30th, 2016. I request that this matter be placed on the agenda of the next scheduled Village of Port Chester Board meeting.

Please don't hesitate to contact me with any questions, comments or concerns. Thank you for your help.

Sincerely,

Scott Moore
EMS Administrator



July 21, 2013

Village of Port Chester
222. Grace Church St.
Port Chester, NY 10573

To whom it may concern:

We would like to request permission to block off Linden Street for a Block Party on Saturday, August 31, 2013. The hours would be from 4:00 pm to 10:00 pm.

As we have done in the past, we would block the street from the end of the Presbyterian Church parking lot so that it would not cause a problem for them. The Village has provided the barricades for this in the past.

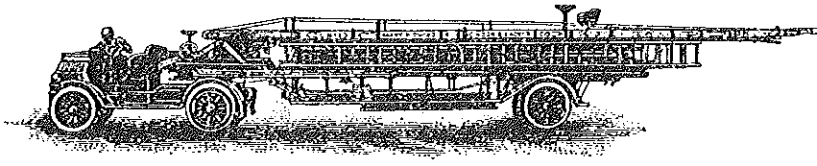
Thank you for your review of this matter. Please contact me if there are any questions or concerns.

Sincerely,

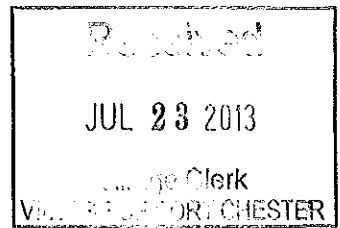
A handwritten signature in cursive script, appearing to read "Andrea Winchester".

Andrea Winchester
7 Linden St.
Port Chester, NY 10573

939-6483 home



HARRY HOWARD HOOK & LADDER CO. NO. 1
PORT CHESTER, N.Y. 10573



July 10, 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: Resignations of Nicholas Melillo & Michael Spadaro

Gentlemen:

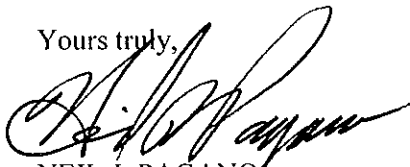
The purpose of this letter is to inform you that on July 9, 2013, during the regularly scheduled monthly meeting of Harry Howard Hook & Ladder Company #1, the Company voted to accept the resignations of the following individuals effective immediately.

- 1.) Nicholas Melillo
93 Perry Avenue
Port Chester, NY 10573

- 2.) Michael Spadaro
44 Dale Road
Eastchester, NY 10709

All equipment, keys and badges were turned in to the officers of the company.

Yours truly,



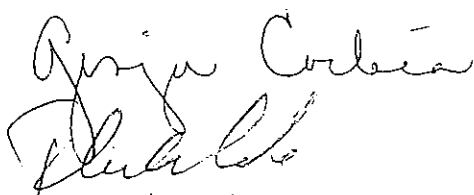
NEIL J. PAGANO
Secretary

To: Village of Port Chester Dept. of Parks and Recreation

From: Port Chester High School Soccer Booster Club

The PCHS Soccer Booster Club would like to conduct a Soccer Fest at Columbus Park on Sat Aug. 17th 2013, from the hours of 12:00 noon to approximately 4:00 PM. The purpose of the event is to create an atmosphere of community and friendly competition among the youth of Port Chester. As lead agency the Booster club will provide an insurance form which complies with the Village guidelines. The Booster Club would like to sell T shirts, magnets, water, sports drinks, and magnets etc. but no food. The Club will provide the referees, event site coordinators, and any other adult staff that the Village requires. We hope to make this an annual event and we, the Club, will do everything to insure the success of the event. The Club will meet with any Village official or committee member to go over any details that may be of concern. Our best interests for bringing a sense of community are greatly appreciated with the help of the Village of Port Chester because the youth of Port Chester is most important. We hope you can help us in our endeavor as all proceeds will go directly to college scholarships to Port Chester High School Varsity Soccer player's boys and girls alike.

Respectfully,

A handwritten signature in cursive script, appearing to read "Tom and Ginger Corbia". The signature is written in dark ink and is somewhat stylized.

Tom and Ginger Corbia Booster Club



VILLAGE OF PORT CHESTER
DEPARTMENT OF RECREATION
914 - 939-2354

APPLICATION FOR USE OF PORT CHESTER PARKS

GROUP/CLUB PCHS Soccer Boosters Club CONTACT NAME TOM CORBIA Phone 914-305-4167

ADDRESS 365 Putnam Avenue Port Chester Cell Phone 914-557-4321

Driver Licence # _____

TYPE OF EVENT: Family Picnic Reunion Family Party Sport practice or game Employee Party Other

PARK: Columbus Recreation Edgewood Abendroth Lyon

DATES & TIMES REQUESTED:

Date August 18 From 12pm To 6pm Date _____ From _____ To _____
 Date _____ From _____ To _____ Date _____ From _____ To _____
 Date _____ From _____ To _____ Date _____ From _____ To _____

NUMBER OF INDIVIDUALS TO ATTEND Will Private Security be retained? Yes No

If Children - Describe Supervision - Number of Adults to Children (eg 3/20) _____

FEES (RAIN OR SHINE)

Description of facilities and equipment to be used: _____

YOU MUST SUBMIT: (20 days prior to event)

- Certificate of general LIABILITY INSURANCE in the amount of \$2,000,000.00 naming the Village of Port Chester as co-insured.
- Proof of residency.
- Separate \$100.00 REFUNDABLE DEPOSIT (dated for the day of the event). This deposit shall be used to defray any expense the village may incur for cleaning or damage resulting from the use of building/park grounds.

ALL FEES ARE DUE AND PAYABLE UPON RESERVATION. PLEASE MAKE ALL CHECKS PAYABLE TO - VILLAGE OF PORT CHESTER. It is understood Park facility should be left in condition as found!

It is the responsibility of each group to control the behavior of its members.

Signature [Signature] Date 8/23/13

FOR OFFICE USE ONLY

APPROVED: _____ REJECTED: _____ DATE: _____

FEE PAID: _____ CHECK # _____ DEPOSIT PAID _____

RECEIVED BY: _____

Signature of _____ Superintendent of Recreation

Application sent: Date Sent _____ Initials _____

To Park Maintenance _____

To Police Department _____

To Department of Public Works _____

Approved By Park Com. [Signature]

7/24/13 emailed Village Clerk for BOT
Church of Our Lady of the Rosary

VILLAGE OF PORT CHESTER

mtg.

22 Don Bosco Place
Port Chester, NY 10573

JUL 24 2013

RECEIVED

July 22, 2013

Honorable Neil Pagano, Mayor
Honorable Members of the Village Board of Trustees
Village of Port Chester
222 Grace Church Street
Port Chester, New York 10573

Honorable Mayor Pagano and Trustees,

On Sunday, October 6, 2013, for the 14th consecutive year, the members of the Parish of Our Lady of the Rosary will celebrate the feast of their patroness with an outdoor Mass. As in the past, we expect over 800 people to participate.

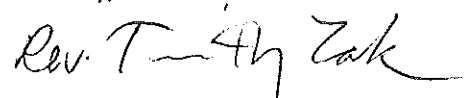
We respectfully request the use of Edgewood Park from 7:00AM until 2:00PM to facilitate set-up and break-down.

We also respectfully request permission to close Don Bosco Place from in front of the church to just past the Don Bosco Center building to assemble the procession from 9:00AM until 10:30AM until we leave for the Park. Also after our return from the park after the Mass from 12:30PM until 1:30PM or until all the parishioners disperse. To insure public safety, we would request DPW horses to barricade the street.

In addition, we are requesting a police escort for the procession which will leave from in front of the church at approximately 10:30AM, turn left onto Grace Church Street, travel up the hill and enter the park. After Mass, at about 12:30PM, we again request a police escort for the procession to return to Don Bosco Place. The procession will leave the park, turn right onto Grace Church Street and process down Grace Church Street to Don Bosco Place. We also request a lifting of parking enforcement around Edgewood Park during the Mass for the cars of parishioners who cannot walk there.

We greatly appreciate all the assistance you have afforded our endeavors in the past and look forward to a favorable response.

Sincerely,



Rev. Tim Zak, SDB
Pastor

TZ:me

cc: Christopher Steers, Village Manager ✓
Charles Vaccaro, Traffic Sargeant
Rocco Morabito, General Foreman



Port Chester Dog Park Group

P.O. Box 965

Port Chester, New York 10573

Email: portchesterdogpark@gmail.com

Web: www.portchesterdogpark.com

Facebook: Port Chester Dog Park

Dina Goren
President

Donna Mead
Vice-President

Paola Garcia
Treasurer

Tarin Gonzalez
Secretary

Directors
Joyce Rytelowski
Linda Turturino
Tom Bater
Michael Gonzalez
William Hume

July 24, 2013

Dear Port Chester Board of Trustees,

The Port Chester Dog Park Group is requesting the use of Abendroth Park for a tag sale on September 14, 2013. The sole purpose of this tag sale is to raise money for the fencing and development of the Port Chester Dog Park (PCDP). An application was submitted to the Parks Commission and the event was approved.

Village Attorney, Tony Cerreto, asked that we also send a letter to the BOT explaining the event, our partnership with Friends of Westchester County Parks, and request the BOT's approval for the use of the park for the tag sale.

Friends of Westchester County Parks (Friends) is the fiscal sponsor of The Port Chester Dog Park Group. Friends is an independent 501c3 and as our partner is responsible for the administration and accounting of money raised for the PCDP. All money donated to the PCDP is earmarked as such within a dedicated PCDP fund and tax-deductible receipts are provided to the person or organization donating.

The Port Chester Dog Park Group is working extremely hard to fundraise for this great village project and we are requesting your approval to do some of that fundraising at Abendroth Park, the future home of the Port Chester Dog Park!

Thank you for your time and consideration.

Sincerely,

Dina Goren
President
Port Chester Dog Park Group

"Where dogs come to run and play and neighbors become friends"

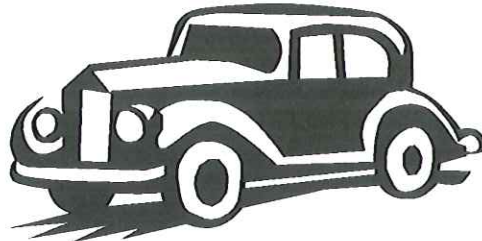
emailed mayor
8/2/13

VILLAGE OF PORT CHESTER

AUG 2 2013

RECEIVED

M



Port Chester Taxi Drivers Association
P.O Box 526
Port Chester, NY 10573

July 22, 2013

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

Dear Mayor Pagano,

This letter is to bring to your attention the increasing problems the Taxi Driver Association has had with the Village of Port Chester with previous Boards and is looking to establish a positive working relationship with our taxi Driver Association and the Newly established Board of trustees.

The following complaints have been informed before, but no steps were taken to consider our complaints:

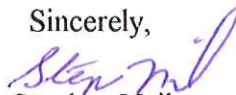
- Passenger Rate – The rate hasn't increased since 2007. Meanwhile, expenses like gas, insurance (over \$5,000 per year), town fees, etc, keep increasing every year. The current rates do not compensate for these increases in cost. Gas in 2007 was \$1.79 per gallon now we are over \$4.00 a gallon.
- Senior Citizens rates – Our drivers have been absorbing the costs of Senior discount rates even against the advise of the Village hired consultant and was promised by the previous board a senior voucher program would be established. We the drivers are looking for a solution that would both benefit the driver and the Village of Port Chester.

- Car inspections – We have to do 2 every year at \$50 each for the Village. NY state inspections are done once a year at a fee of \$37. In surrounding towns/cities like White Plains and New Rochelle, such inspections are done by the police if pulled over. If there's anything wrong with the vehicle then the driver gets fined.
- Life of the vehicle – We are required by the Village to replace our vehicles every 10 years. Taxicabs in surrounding towns (New Rochelle, White Plains, Bronx) do not have this requirement. As long as the vehicle passes its inspections, they can continue with the vehicle. We may have a vehicle that is in good standing but instead have to incur the cost of purchasing another vehicle, and pay a \$200 fee to the Village for switching the vehicle. This is for us to get a small post card where the village clerk handwrites the VIN number of the new vehicle, and at times the old VIN number is erased and replaced with the new one on the same post card. Therefore, the Village is not incurring the cost to producing the material for these cards. We don't understand what this fee covers and why should it cost this much.

The taxicab drivers of Port Chester have sought in previous years to be heard when voicing their opinions and complaints and from previous Boards their concerns and voice have seemed to be ignored. The Village of Port Chester does not provide any benefits to the taxi drivers. Our drivers most of whom live in this Village and pay taxes just want to be able to make a decent living and be able to support their families.

We as the Port Chester Taxi driver Association would like to request a sit down so that our concerns could be heard and solutions that would both benefit the village of Port Chester and the drivers could be established

Sincerely,



Stephen Neilsen

President



Luis Goburu

Vice President

Port Chester Taxi Driver Association

MINUTES

MEETING HELD JUNE 13, 2013

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Thursday, June 13, 2013 at 5:30 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 Gregory Adams, Luis Marino and Gene Ceccarelli.

It should be noted that Trustees Saverio Terenzi and Joseph Kenner were absent.

It should be noted that Trustee Daniel Brakewood arrived at 5:42 p.m.

Also present were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; Village Treasurer, Leonie Douglas; Director of Planning and Development, Christopher Gomez and Administrative Aide, Christopher Ameigh.

On motion of Trustee Ceccarelli, seconded by Trustee Adams, the meeting was declared opened at 5:38 p.m.

Roll Call

AYES: Trustees Adams, Marino, Ceccarelli and Mayor Pagano

NOES:

ABSENT: Trustees Brakewood, Terenzi and Kenner

PROPOSED MOTION FOR EXECUTIVE SESSION

At 5:41 p.m., on motion of Trustee Marino, seconded by Trustee Adams, the Board of Trustees adjourned into an executive session for consultation with Village Attorney and special counsel Justin Miller (via telephone) regarding legal strategy pertaining to necessary repairs/replacement of the marina bulkhead.

Roll Call

AYES: Trustees Adams, Marino, Ceccarelli and Mayor Pagano

NOES:

ABSENT: Trustees Brakewood, Terenzi and Kenner

No action was taken in executive session.

At 7:17 p.m., on motion of Trustee Adams, seconded by Trustee Marino, the Board of Trustees closed the executive session.

Roll Call

AYES: Trustees Adams, Brakewood, Marino, Ceccarelli and Mayor Pagano

NOES:

ABSENT: Trustees Terenzi and Kenner

RESOLUTION

**AUTHORIZING BUDGET TRANSFER
TO FUND BUILDING/CODE ENFORCEMENT EFFORTS**

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:

WHEREAS, the Board of Trustees has most recently ranked code enforcement as its first policy priority' and

WHEREAS, the Village Manager has advised the Board that he seeks to move forward with his plans to purchase updates to the MUNICIPALITY software as part of the ongoing effort to modernize the Village's information resources and recruit two additional administrative interns to assist in the growing backlog in municipal searches; and

WHEREAS, it is appropriate that the funds required to accomplish these initiatives should come the contingency line in the FY 2013-2014 Budget. Now, therefore, be it

RESOLVED, that the Village Treasurer is hereby authorized to modify the General Fund FY 2013-14 Budget as follows:

GENERAL FUND

Transfer from Appropriation:

Contingency		
1.1990.400	Contingency	\$113,672

Transfer to Appropriation:

Building Department		
1.3620.100	Personnel Services	\$64,167
1.3620.462	Software & Systems Support	\$13,850

Code Enforcement		
1.3989.462	Software & System Support	\$13,850

Employee Benefits		
1.9030.802	Social Security	\$3,979
1.9030.810	Medicare (Employer Share)	\$930
1.9060.807	Hospital & Medical Insurance	\$16,896

Approved as to Form:

Village Attorney, Anthony Cerreto

ROLL CALL

AYES: Trustees Adams, Brakewood, Marino, Ceccarelli and Mayor Pagano.

NOES:

ABSENT: Trustees Terenzi and Kenner.

DATE: June 13, 2013

Add-on Proposed Motion for Executive Session

Trustee Adams made a motion to add on to the agenda, a motion to go into a second executive session. The motion was seconded by Trustee Brakewood.

Roll Call

AYES: Trustees Adams, Brakewood, Marino, Ceccarelli and Mayor Pagano

NOES:

ABSENT: Trustees Terenzi and Kenner

DATE: June 13, 2013

PROPOSED MOTION FOR EXECUTIVE SESSION

At 7:41 p.m., on motion of Trustee Ceccarelli, seconded by Trustee Brakewood, the Board of Trustees adjourned into a second executive session to discuss a particular personnel matter.

Roll Call

AYES: Trustees Adams, Brakewood, Marino, Ceccarelli and Mayor Pagano

NOES:

ABSENT: Trustees Terenzi and Kenner

No action was taken in the executive session.

At 8:04 p.m., on motion of Trustee Ceccarelli, seconded by Trustee Adams, the Board of Trustees closed the second executive session.

Roll Call

AYES: Trustees Adams, Brakewood, Marino, Ceccarelli and Mayor Pagano

NOES:

ABSENT: Trustees Terenzi and Kenner

At 8:06 p.m., on motion of Trustee Ceccarelli, seconded by Trustee Adams, the meeting was closed.

Roll Call

AYES: Trustees Adams, Brakewood, Marino, Ceccarelli and Mayor Pagano

NOES:

ABSENT: Trustees Terenzi and Kenner

Respectfully submitted,

Jacqueline Johnson
Deputy Village Clerk

MEETING HELD JUNE 17, 2013

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, June 17, 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 Neil Pagano presiding.

Present in addition to Mayor Pagano, were Trustees Gregory Adams, Daniel Brakewood, Saverio Terenzi, Luis Marino and Gene Ceccarelli.

It should be noted that Trustee Joseph Kenner was absent.

Also present were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Treasurer, Leonie Douglas; Director of Planning and Development Christopher Gomez; Police Chief, Joseph Krzeminski; Administrative Aide, Christopher Ameigh and Village Planner, Jessica Youngblood.

It should be noted that Village Attorney Anthony Cerreto was absent.

On motion of Trustee Brakewood, seconded by Trustee Adams the meeting was declared opened at 7:00 p.m.

Roll Call

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES:

ABSENT: Trustee Kenner

AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION

The following Public Notices were duly published in the Journal News and the Westmore News on May 24, 2013, certified by Cecilia Hernandez, Principal Clerk of the Journal News and Angelina Brescia, Office Manager of the Westmore News

PUBLIC NOTICE

PUBLIC NOTICE is hereby given that the Board of Trustees of the Village of Port Chester, New York, will hold a PUBLIC HEARING on Monday, June 17, 2013 at the Police Headquarters/Justice Court Courtroom, 2nd Floor, 350 North Main Street, Port Chester, New York, to consider a local law modifying the permit amnesty program so as to provide additional relief to owners of one and two-family residences.

Interested persons are invited to attend and will be afforded the opportunity to be heard at this time. The application and all supporting documents are available at the Village Clerk's office or online at the Village website www.portchesterny.com/Pages/PortChesterNY_Pending/index.

Dated: May 21, 2013

On motion of Trustee Brakewood, seconded by Trustee Ceccarelli, the public hearing was declared opened.

Roll Call

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli, and Mayor Pagano

NOES:

ABSENT: Trustee Kenner

Mayor Pagano asked if there was anyone who would like to comment regarding the modification to the Permit Amnesty Program.

Ms. Denise Ward, a representative for the Port Chester Rye Bar Association commented about Section 2 in the proposed modified law.

Ms. Bea Conetta commented about the amnesty program process and that she does not agree with the program.

Ms. Goldie Solomon commented about the amnesty program and how it relates to homeowner damages due to a storm.

Jerry Terranova commented about the building permits for his home and that he does not think the program process is fair.

The Board agreed that the law needs minor changes and asked that public hearing be adjourned to July 1, 2013.

On motion of Trustee Marino, seconded by Trustee Ceccarelli, the public hearing was adjourned to the July 1, 2013 meeting.

Roll Call

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES:

ABSENT: Trustee Kenner

AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION

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PUBLIC NOTICE

PUBLIC NOTICE is hereby given that the Board of Trustees of the Village of Port Chester, New York, will hold a PUBLIC HEARING on Monday, June 17, 2013 at the Police Headquarters/Justice Court Courtroom, 2nd Floor, 350 North Main Street, Port Chester, New York, to consider the advisability of a local law amending the Code of the Village of Port Chester to increase the maximum meter limit in the metered downtown area to three hours.

Interested persons are invited to attend and will be afforded the opportunity to be heard at this time. The application and all supporting documents are available at the Village Clerk's office or online at the Village website www.portchesterny.com/Pages/PortChesterNY_Pending/index.

JANUSZ R. RICHARDS
Village Clerk

Dated: May 21, 2013

On motion of Trustee Adams, seconded by Trustee Terenzi, the public hearing was declared opened.

Roll Call

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli, and Mayor Pagano

NOES:

ABSENT: Trustee Kenner

Mayor Pagano asked if there was anyone who would like to comment on the increasing parking meter time limit to three hours.

Mr. Terranova commented that the Board should waive the parking meter fee for residents attending public meetings.

Ms. Bea Conetta commented against paying the parking meter when attending public meetings.

Mr. Kochanowicz also commented about waiving the parking meter fee when attending public meetings.

Ms. Goldie Solomon commented regarding the usage of parking meters for patrons.

Mr. Abel asked for clarification on the proposed local law and commented that the parking meter fee should be waived for residents attending public meetings.

Due to clarification in the proposed local law regarding 12 parking spaces on Irving Avenue, Mayor Pagano asked that the public hearing be tabled to a later time in the meeting.

On motion of Trustee Brakewood, seconded by Trustee Marino, the public hearing was declared tabled till a later time in the meeting.

Roll Call

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES:

ABSENT: Trustee Kenner

PUBLIC COMMENTS

Ms. Goldie Solomon commented about Dominick Neri and thinks the Village of Port Chester should recognize him for all the great things he has done for this community. Ms. Solomon also commented about the upcoming high school graduation and the multi-cultural festival.

Ms. Michelle Baker, Location Manager for an independent film company, commented regarding the recent denial of a film permit. Mayor Pagano asked Ms. Baker to speak with the Village Manager and Police Chief after the meeting to discuss scouting other alternate locations in the village.

Ms. Marguerite Santora of 245 King Street commented regarding the construction of a new apartment building on Willett Avenue and the old United Hospital site.

Mr. Kochanowicz commented about paving on Quintard Drive, debris at 30 Quintard Drive, noise ordinances in the village and vehicle speeding.

Mr. Morlino commented regarding parking at the Marina and vehicle speed restrictions on Haines Avenue.

Ms. Bea Conetta commented about Starwood and the old United Hospital site and the new Mayor Pagano.

AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION

PUBLIC NOTICE

PUBLIC NOTICE is hereby given that the Board of Trustees of the Village of Port Chester, New York, will hold a PUBLIC HEARING on Monday, June 17, 2013 at the Police Headquarters/Justice Court Courtroom, 2nd Floor, 350 North Main Street, Port Chester, New York,

to consider the advisability of a local law amending the Code of the Village of Port Chester to increase the maximum meter limit in the metered downtown area to three hours.

Interested persons are invited to attend and will be afforded the opportunity to be heard at this time. The application and all supporting documents are available at the Village Clerk's office or online at the Village website www.portchesterny.com/Pages/PortChesterNY_Pending/index.

JANUSZ R. RICHARDS
Village Clerk

Dated: May 21, 2013

On motion of Trustee Brakewood, seconded by Trustee Ceccarelli, the public hearing was declared re-opened.

Roll Call

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli, and Mayor Pagano

NOES:

ABSENT: Trustee Kenner

Police Chief Krzeminski clarified that the 12 parking meter spaces on Irving Avenue are 12 hour meters.

On motion of Trustee Brakewood, seconded by Trustee Marino, the public hearing was declared closed.

Roll Call

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES:

ABSENT: Trustee Kenner

ADOPTION OF LOCAL LAW NO. 11

On motion of Trustee Brakewood, seconded by Trustee Marino, Local Law No. 11 was adopted, amending the Code of the Village of Port Chester, Chapter 319, Vehicle and Traffic, to increase the maximum meter limit in the metered downtown area to three (3) hours.

Roll Call

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES:

ABSENT: Trustee Kenner

LOCAL LAW NO. 11 OF 2013

Local Law Filing

NEW YORK STATE DEPARTMENT OF STATE
41 STATE STREET, ALBANY, NY 12231

(Use this form to file a local law with the Secretary of State)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate a new matter.

County
City of Port Chester, New York
Town
Village

Local Law No. 11 of the year 2013

A local law amending The Code of the Village of Port Chester, Chapter 319, Vehicle and Traffic, to increase the maximum meter limit in the metered downtown area to three hours.

Be it enacted by the Board of Trustees of the
(Name of Legislative Body)

County
City of Port Chester, New York
Town
Village

A LOCAL LAW AMENDING THE CODE OF THE VILLAGE OF PORT CHESTER, CHAPTER 319, VEHICLE AND TRAFFIC, TO INCREASE THE MAXIMUM METER LIMIT IN THE METERED DOWNTOWN AREA TO THREE HOURS

SECTION1: The Code of the Village of Port Chester, Schedule XXVI: Parking Meter Zones, is hereby amended as follows:

- A. Three [two] hour limit. Parking meter zones are hereby established pursuant to Section 319-33A on the following streets for the parking of vehicles for not more than [two] three hours at a rate as set forth in Chapter 175, Fees.
...
- B. Parking lot use 7:00 a.m. to [7:00 p.m.] 9:00 p.m. Monday through Saturday except Sundays and holidays, parking meter zones are hereby established pursuant to Section 319-33A on the following parking lots for the parking of vehicles for not more than the time limit specified at the rate specified in Chapter 175, Fees.

Name of Lot	Time Limit (hours)	Location
Parking Lot No. 4	[2]3	Between Westchester Avenue and Irving Avenue, all except 12 spaces at the west side of the lot facing post office
Parking Lot No. 11	[2]3	Both sides of Highland Street, from North Main Street to Abendroth Avenue
Parking Lot No. 13	[2]3	Between Oak Street and Grove Street, both sides of center mall
Parking Lot No. 16	[2]3	Between Willett Avenue and Adee Street, from the Willett Avenue entrance of Parking Lot No. 16, south, to Parking Lot 17, 23 spaces.
Parking Lot No. 17	[2]3	Between Adee Street and Willett Avenue, from the King Street entrance of Parking Lot No. 17, north, to Parking Lot 16, 43 spaces.

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

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

BY ORDER OF THE BOARD OF TRUSTEES OF
THE VILLAGE OF PORT CHESTER, NEW YORK
NEIL PAGANO, Mayor
JANUSZ R. RICHARDS, Village Clerk

Adopted: June 17, 2013

PRESENTATIONS

Andy Hamilton, Mid-Atlantic Coordinator on behalf of the East Coast Greenway Alliance (ECG) status update.

Mr. Hamilton spoke regarding the national trails on the east coast and the proposed signage in Port Chester. The Board asked that Mr. Hamilton's presentation be referred to staff.

Grant writing work group update by Director of Planning & Development Christopher Gomez.

Mr. Gomez spoke regarding the new grant fund committees and the consolidated fund application process. Mr. Steers said that he will update the Board on the progress.

RESOLUTIONS

Resolution #1 - \$640,000 Bond Resolution for Street Resurfacing and Street Sweeper

EXTRACTS FROM MINUTES OF A MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF PORT CHESTER, NEW YORK

(B - \$640,000 – Streets/Machinery & Apparatus, 15 years)

A regular meeting of the Board of Trustees of the Village of Port Chester (the “Village”), located in the County of Westchester, State of New York, was held at Village Hall, in the Village of Port Chester, New York, on June 17, 2013 at 7:00 P.M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

ABSENT: Trustee Kenner

ALSO PRESENT: Village Clerk, Janusz Richards, Village Manager, Christopher Steers, Village Treasurer, Leonie Douglas.

* * * * *

Trustee Ceccarelli submitted the following bond resolution and moved for its adoption. The motion was seconded by Trustee Adams. The Board of Trustees of the Village was polled. The motion was adopted by a vote of 6 affirmative votes (being at least two-thirds of the voting strength of the Board of Trustees of the Village) with none negative votes and 1 votes absent.

BOND RESOLUTION, DATED JUNE 17, 2013, AUTHORIZING THE ISSUANCE OF UP TO \$640,000 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE VILLAGE OF PORT CHESTER, COUNTY OF WESTCHESTER, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF (I) THE ACQUISITION, CONSTRUCTION AND RECONSTRUCTION OF IMPROVEMENTS TO VILLAGE STREETS AND (II) THE ACQUISITION OF MACHINERY AND APPARATUS FOR CONSTRUCTION AND MAINTENANCE.

WHEREAS, the Board of Trustees of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in the County of Westchester, hereby determines that it is in the public interest of the Village to authorize the financing of the costs of (i) the acquisition, construction and reconstruction of improvements to Village streets (\$500,000) and (ii) the acquisition of machinery and apparatus for construction and maintenance (\$140,000), including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefore and any preliminary and incidental costs related thereto, at a total estimated cost not to exceed \$640,000, all in accordance with the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Port Chester, County of Westchester, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the Village, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed \$640,000, pursuant to the Local Finance Law, in order to finance the costs of the specific objects or purposes, or classes of objects or purposes, hereinafter described.

Section 2. The specific objects or purposes, or class of objects or purposes, to be financed pursuant to this bond resolution (collectively, the “Project”), the respective estimated maximum cost of such specific objects or purposes, the principal amount of serial bonds, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds, authorized for such specific objects or purposes, and the period of probable usefulness of such specific objects or purposes or class of objects or purposes pursuant to the applicable subdivision of paragraph a of Section 11.00 of the Local Finance law, are as follows:

(a) The acquisition, construction and reconstruction of improvements to Village streets, including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefore and any preliminary and incidental costs related thereto, at an estimated maximum cost of \$500,000 for which \$500,000 principal amount of serial bonds, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, are authorized herein and appropriated therefore, having a period of probable usefulness of fifteen (15) years pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law. Such serial bonds

shall have a maximum maturity of fifteen (15) years computed from the earlier of (a) the date of the first issue of such serial bonds or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds; and

(b) The acquisition of machinery and apparatus for construction and maintenance, including any preliminary and incidental costs related thereto, at an estimated maximum cost of \$140,000 for which \$140,000 principal amount of serial bonds, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, are authorized herein and appropriated therefore, having a period of probable usefulness of fifteen (15) years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law. Such serial bonds shall have a maximum maturity of fifteen (15) years computed from the earlier of (a) the date of the first issue of such serial bonds or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 3. The Board of Trustees of the Village has ascertained and hereby states that (a) the estimated maximum costs of the Project will not exceed \$790,000; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the Board of Trustees of the Village plans to finance the costs of the Project from (i) the proceeds of the serial bonds authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds, and (ii) New York State grants in the estimated amount of \$150,000; (d) the maximum maturity of the serial bonds authorized herein shall be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs in connection with the Project for which the proceeds of any obligations authorized herein are to be applied to reimburse the Village, the Board of Trustees of the Village took "official action" for federal income tax purposes to authorize the capital financing of such expenditure.

Section 4. Subject to the terms and conditions of this bond resolution and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive,

the power to authorize serial bonds as authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to issue, sell and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the Village Treasurer, as the chief fiscal officer of the Village. The Village Treasurer is hereby authorized to execute on behalf of the Village all serial bonds issued pursuant to this bond resolution, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the Village Clerk is hereby authorized to impress the seal of the Village (or to have imprinted a facsimile thereof) on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the Village Treasurer.

Section 5. The faith and credit of the Village are hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond resolution as the same shall become due.

Section 6. When this bond resolution takes effect, the Village Clerk shall cause the same, or a summary thereof, to be published, together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law, in The Journal News, a newspaper having a general circulation in the Village. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this bond resolution, or such summary thereof, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of any obligations authorized herein, the Board of Trustees of the Village shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the “environmental compliance proceedings”). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond resolution, the Board of Trustees of the Village will re-adopt, amend or modify this bond resolution prior to the issuance of any obligations authorized herein upon the advice of bond counsel. It is hereby determined by the Board of Trustees of the Village that the Project will not have a significant effect on the environment.

Section 8. The Village hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the “obligations”), to finance the costs of the Project. The Village covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the Village, and will not make any use of the Project which would cause the interest on such obligations to become subject to federal income taxation under the Internal Revenue Code of 1986, as amended (the “Code”) (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the Village to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the Village to any penalties under section 148 of the Code. The

foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond resolution or any other provisions hereof, until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations authorized herein may be applied to reimburse expenditures or commitments of the Village made in connection with the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond resolution by the Board of Trustees of the Village.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, the Village agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12 (the “Rule”) promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the Village’s continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the Village Treasurer is authorized and directed to sign and deliver, in the name and on behalf of the Village, the commitment authorized by subsection 6(c) of the Rule (the “Commitment”) to be placed on file with the Village Clerk, which shall constitute the continuing disclosure agreement made by the Village for the benefit of holders and beneficial owners of such obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond resolution and not substantially adverse to the Village and that are approved by the Village Treasurer on behalf of the Village, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the Village’s continuing disclosure agreement for purposes of the Rule,

and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the Village would be required to incur to perform thereunder. The Village Treasurer is further authorized and directed to establish procedures in order to ensure compliance by the Village with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the Village Treasurer shall consult with, as appropriate, the Village Attorney and bond counsel or other qualified independent special counsel to the Village and shall be entitled to rely upon any legal advice provided by the Village Attorney and such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 10. This bond resolution is subject to a permissive referendum and will take effect upon its adoption by the Board of Trustees of the Village and the expiration of the period prescribed in the Village Law during which petitions for a permissive referendum may be submitted and filed with the Village Clerk.

Roll Call

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES:

ABSENT: Trustee Kenner

DATED: June 17, 2013

Bond Resolution Notice of Publication

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in the County of Westchester, has on the 17 day of June 2013, duly adopted, pursuant to the Local Finance Law of New York, a bond resolution which:

(1) authorizes the Board of Trustees of the Village to finance the costs of (i) the acquisition, construction and reconstruction of improvements to Village streets (\$500,000) and (ii) the acquisition of machinery and apparatus for construction and maintenance (\$140,000), and authorizes the issuance of up to \$640,000 aggregate principal amount of serial bonds of the Village to finance the costs of such purposes, and

(2) states the estimated maximum total costs of such acquisition, construction and reconstruction to be not in excess of \$790,000, states that such costs will be financed, in whole or in part, with the issuance of obligations authorized in such bond resolution and grants received by the State of New York and sets forth the plan of financing of the costs of such purposes, and

(3) determines the period of probable usefulness of the purposes to be fifteen (15) years, and

(4) determines that the maximum maturity of such serial bonds will be in excess of five (5) years, and

(5) delegates to the Village Treasurer the power to prescribe the terms, form and contents of such serial bonds and the power to authorize the issuance of, and the power to prescribe the terms, form and contents of, any bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, and to issue, sell and deliver such serial bonds and such bond anticipation notes, and

(6) states that the validity of such serial bonds, or of such bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if (a) such obligations are authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or (b) the provisions of law, which should have been complied with as of the date of publication of such bond resolution, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or (c) if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Such bond resolution is subject to a permissive referendum under the provisions of Article 9 of the Village Law and petitions protesting against such bond resolution and requesting that it be submitted to the electors of the Village for their approval or disapproval may be filed with the Village Clerk at any time within thirty (30) days after the date of the adoption of such bond resolution.

By order of the Board of Trustees of the Village of Port Chester, County of Westchester, State of New York.

Dated: June 18, 2013

JANUSZ R. RICHARDS
Village Clerk
Village of Port Chester, New York

Resolution #2 - \$775,000 Bond Resolution for five (5) police cars and acquisition and installation of parking pay stations.

EXTRACTS FROM MINUTES OF A MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF PORT CHESTER, NEW YORK

(A - \$775,000 – Various Purposes, 5 years)

A regular meeting of the Board of Trustees of the Village of Port Chester (the “Village”), located in the County of Westchester, State of New York, was held at Village Hall, in the Village of Port Chester, New York, on June 17, 2013 at 7:00 P.M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT: Trustee Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

ABSENT: Trustee Kenner

ALSO PRESENT: Village Clerk, Janusz Richards, Village Manager, Christopher Steers, Village Treasurer, Leonie Douglas.

* * * * *

Trustee Ceccarelli submitted the following bond resolution and moved for its adoption. The motion was seconded by Trustee Marino, The Board of Trustees of the Village was polled. The motion was adopted by a vote of 6 affirmative votes (being at least two-thirds of the voting strength of the Board of Trustees of the Village) with none negative votes and 1 votes absent.

BOND RESOLUTION, DATED JUNE 17, 2013, AUTHORIZING THE ISSUANCE OF UP TO \$775,000 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE VILLAGE OF PORT CHESTER, COUNTY OF WESTCHESTER, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF (I) THE ACQUISITION, OF MOTOR VEHICLES AND (II) THE ACQUISITION OF PARKING PAY STATIONS.

WHEREAS, the Board of Trustees of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in the County of Westchester, hereby determines that it

is in the public interest of the Village to authorize the financing of the costs of (i) the acquisition of motor vehicles (\$175,000) and (ii) the acquisition of parking pay stations (\$600,000) in and for the Village, including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefore and any preliminary and incidental costs related thereto, at a total estimated cost not to exceed \$775,000, all in accordance with the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Port Chester, County of Westchester, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the Village, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed \$775,000, pursuant to the Local Finance Law, in order to finance the costs of the specific objects or purposes, or classes of objects or purposes, hereinafter described.

Section 2. The specific objects or purposes, or class of objects or purposes, to be financed pursuant to this bond resolution (collectively, the "Project"), the respective estimated maximum cost of such specific objects or purposes, the principal amount of serial bonds, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds, authorized for such specific objects or purposes, and the period of probable usefulness of such specific objects or purposes or class of objects or purposes pursuant to the applicable subdivision of paragraph a of Section 11.00 of the Local Finance law, are as follows:

(a) The acquisition of motor vehicles, including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefore and any preliminary and incidental costs related thereto, at an estimated maximum cost of \$175,000 for which \$175,000 principal amount of serial bonds, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, are authorized herein and appropriated therefore, having a period of probable usefulness of five (5) years pursuant to subdivision 29 of paragraph a of Section 11.00 of the Local Finance Law. Such serial bonds shall have a maximum maturity of five (5) years

computed from the earlier of (a) the date of the first issue of such serial bonds or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds; and

(b) The acquisition of parking pay stations, including any preliminary and incidental costs related thereto, at an estimated maximum cost of \$600,000 for which \$600,000 principal amount of serial bonds, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, are authorized herein and appropriated therefore, having a period of probable usefulness of five (5) years pursuant to subdivision 50 of paragraph a of Section 11.00 of the Local Finance Law. Such serial bonds shall have a maximum maturity of five (5) years computed from the earlier of (a) the date of the first issue of such serial bonds or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 3. The Board of Trustees of the Village has ascertained and hereby states that (a) the estimated maximum costs of the Project will not exceed \$775,000; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the Board of Trustees of the Village plans to finance the costs of the Project from (i) the proceeds of the serial bonds authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds; (d) the maximum maturity of the serial bonds authorized herein shall not be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs in connection with the Project for which the proceeds of any obligations authorized herein are to be applied to reimburse the Village, the Board of Trustees of the Village took “official action” for federal income tax purposes to authorize the capital financing of such expenditure.

Section 4. Subject to the terms and conditions of this bond resolution and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize serial bonds as authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to

issue, sell and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the Village Treasurer, as the chief fiscal officer of the Village. The Village Treasurer is hereby authorized to execute on behalf of the Village all serial bonds issued pursuant to this bond resolution, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the Village Clerk is hereby authorized to impress the seal of the Village (or to have imprinted a facsimile thereof) on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the Village Treasurer.

Section 5. The faith and credit of the Village are hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond resolution as the same shall become due.

Section 6. When this bond resolution takes effect, the Village Clerk shall cause the same, or a summary thereof, to be published, together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law, in The Journal News, a newspaper having a general circulation in the Village. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this bond resolution, or such summary thereof, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of any obligations authorized herein, the Board of Trustees of the Village shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State

Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the “environmental compliance proceedings”). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond resolution, the Board of Trustees of the Village will re-adopt, amend or modify this bond resolution prior to the issuance of any obligations authorized herein upon the advice of bond counsel. It is hereby determined by the Board of Trustees of the Village that the Project will not have a significant effect on the environment.

Section 8. The Village hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the “obligations”), to finance the costs of the Project. The Village covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the Village, and will not make any use of the Project which would cause the interest on such obligations to become subject to federal income taxation under the Internal Revenue Code of 1986, as amended (the “Code”) (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the Village to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the Village to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond resolution or any other provisions hereof, until the date which is sixty (60) days after the final maturity date or earlier prior redemption date

thereof. The proceeds of any obligations authorized herein may be applied to reimburse expenditures or commitments of the Village made in connection with the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond resolution by the Board of Trustees of the Village.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, the Village agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12 (the “Rule”) promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the Village’s continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the Village Treasurer is authorized and directed to sign and deliver, in the name and on behalf of the Village, the commitment authorized by subsection 6(c) of the Rule (the “Commitment”) to be placed on file with the Village Clerk, which shall constitute the continuing disclosure agreement made by the Village for the benefit of holders and beneficial owners of such obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond resolution and not substantially adverse to the Village and that are approved by the Village Treasurer on behalf of the Village, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the Village’s continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the Village would be required to incur to perform thereunder. The Village Treasurer is further authorized and directed to establish procedures in order to ensure compliance by the Village

with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the Village Treasurer shall consult with, as appropriate, the Village Attorney and bond counsel or other qualified independent special counsel to the Village and shall be entitled to rely upon any legal advice provided by the Village Attorney and such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 10. This resolution shall be effective immediately upon its due adoption by the Board of Trustees of the Village.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano.

NOES: None.

ABSENT: Trustee Kenner.

DATE: June 17, 2013

Bond Resolution Estoppel Notice of Publication

**VILLAGE OF PORT CHESTER
COUNTY OF WESTCHESTER, NEW YORK**

ESTOPPEL NOTICE

The bond resolution published herewith was adopted by the Board of Trustees of the Village of Port Chester (the "Village"), a municipal corporation of the State of New York, located in the County of Westchester, on June 17, 2013. The validity of the obligations authorized by such bond resolution may be hereafter contested only if such obligations were authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this notice, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced

within twenty (20) days after the date of publication of this notice, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Date: June 18, 2013

Village of Port Chester, New York

/s/ JANUSZ R. RICHARDS

JANUSZ R. RICHARDS

Village Clerk

Resolution #3 - \$300,000 Bond Resolution for Building Improvement

**EXTRACTS FROM MINUTES OF A MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF PORT CHESTER, NEW YORK**

(C-\$300,000 – Building Improvements, 25 years)

A regular meeting of the Board of Trustees of the Village of Port Chester (the “Village”), located in the County of Westchester, State of New York, was held at Village Hall, in the Village of Port Chester, New York, on June 17, 2013 at 7:00 P.M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT: Trustee Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

ABSENT: Trustee Kenner

ALSO PRESENT: Village Clerk, Janusz Richards, Village Manager, Christopher Steers
Village Treasurer, Leonie Douglas.

* * * * *

Trustee Marino, submitted the following bond resolution and moved for its adoption. The motion was seconded by Trustee Terenzi, The Board of Trustees of the Village was polled. The motion was adopted by a vote of 6 affirmative votes (being at least two-thirds of the voting strength of the Board of Trustees of the Village) with none negative votes and 1 votes absent.

BOND RESOLUTION, DATED JUNE 17, 2013, AUTHORIZING THE ISSUANCE OF UP TO \$300,000 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE VILLAGE OF PORT CHESTER, COUNTY OF WESTCHESTER, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF THE ACQUISITION, CONSTRUCTION AND RECONSTRUCTION OF IMPROVEMENTS TO VILLAGE BUILDINGS.

WHEREAS, the Board of Trustees of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in the County of Westchester, hereby determines that it is in the public interest of the Village to authorize the financing of the costs of the acquisition, construction and reconstruction of improvements to Village buildings, including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefore and any preliminary and incidental costs related thereto, at a total estimated cost not to exceed \$300,000, all in accordance with the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Port Chester, County of Westchester, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the Village, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed \$300,000, pursuant to the Local Finance Law, in order to finance the costs of the acquisition, construction and reconstruction of improvements to Village buildings, including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefore and any preliminary and incidental costs related thereto (collectively, the “Project”).

Section 2. The Board of Trustees of the Village has ascertained and hereby states that (a) the estimated maximum costs of the Project will not exceed \$300,000; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the Board of Trustees of the Village plans to finance the costs of the Project from the proceeds of the serial bonds authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of

such serial bonds; (d) the maximum maturity of the serial bonds authorized herein shall be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs in connection with the Project for which the proceeds of any obligations authorized herein are to be applied to reimburse the Village, the Board of Trustees of the Village took “official action” for federal income tax purposes to authorize the capital financing of such expenditure.

Section 3. It is hereby determined that the Project is an object or purpose, or of a class of object or purpose, as described in subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law and that the period of probable usefulness of the Project is twenty-five (25) years (such buildings being of “Class A” construction as that term is defined in Section 11.00 of the Local Finance Law). The serial bonds authorized herein shall have a maximum maturity of twenty-five (25) years computed from the earlier of (a) the date of the first issue of such serial bonds, or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 4. Subject to the terms and conditions of this bond resolution and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize serial bonds as authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to issue, sell and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the Village Treasurer, as the chief fiscal officer of the Village. The Village Treasurer is hereby authorized to execute on behalf of the Village all serial bonds issued pursuant to this bond resolution, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the Village Clerk is hereby authorized to impress the seal of the Village (or to have imprinted a facsimile thereof) on all such serial bonds and all such bond anticipation notes and to attest such

seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the Village Treasurer.

Section 5. The faith and credit of the Village are hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond resolution as the same shall become due.

Section 6. When this bond resolution takes effect, the Village Clerk shall cause the same, or a summary thereof, to be published, together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law, in The Journal News, a newspaper having a general circulation in the Village. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this bond resolution, or such summary thereof, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of any obligations authorized herein, the Board of Trustees of the Village shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the “environmental compliance proceedings”). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond resolution, the Board of Trustees of the Village will re-adopt, amend or modify this bond resolution prior to the issuance of any obligations authorized herein upon the

advice of bond counsel. It is hereby determined by the Board of Trustees of the Village that the Project will not have a significant effect on the environment.

Section 8. The Village hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the “obligations”), to finance the costs of the Project. The Village covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the Village, and will not make any use of the Project which would cause the interest on such obligations to become subject to federal income taxation under the Internal Revenue Code of 1986, as amended (the “Code”) (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the Village to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the Village to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond resolution or any other provisions hereof, until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations authorized herein may be applied to reimburse expenditures or commitments of the Village made in connection with the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond resolution by the Board of Trustees of the Village.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance

of such serial bonds, the Village agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12 (the “Rule”) promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the Village’s continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the Village Treasurer is authorized and directed to sign and deliver, in the name and on behalf of the Village, the commitment authorized by subsection 6(c) of the Rule (the “Commitment”) to be placed on file with the Village Clerk, which shall constitute the continuing disclosure agreement made by the Village for the benefit of holders and beneficial owners of such obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond resolution and not substantially adverse to the Village and that are approved by the Village Treasurer on behalf of the Village, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the Village’s continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the Village would be required to incur to perform thereunder. The Village Treasurer is further authorized and directed to establish procedures in order to ensure compliance by the Village with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the Village Treasurer shall consult with, as appropriate, the Village Attorney and bond counsel or other qualified independent special counsel to the Village and shall be entitled to rely upon any legal advice provided by the Village Attorney and such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 10. This bond resolution is subject to a permissive referendum and will take effect upon its adoption by the Board of Trustees of the Village and the expiration of the period prescribed in the Village Law during which petitions for a permissive referendum may be submitted and filed with the Village Clerk.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano.

NOES: None.

ABSENT: Trustee Kenner.

DATE: June 17, 2013

Bond Resolution Notice of Publication

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in the County of Westchester, has on the 17th day of June 2013, duly adopted, pursuant to the Local Finance Law of New York, a bond resolution which:

(1) authorizes the Board of Trustees of the Village to finance the costs of the acquisition, construction and reconstruction of improvements to Village buildings, and authorizes the issuance of up to \$300,000 aggregate principal amount of serial bonds of the Village to finance the costs of such purpose, and

(2) states the estimated maximum total costs of such acquisition, construction and reconstruction to be not in excess of \$300,000, states that such costs will be financed, in whole or in part, with the issuance of obligations authorized in such bond resolution and sets forth the plan of financing of the costs of such purpose, and

(3) determines the period of probable usefulness of the purpose to be twenty-five (25) years, and

(4) determines that the maximum maturity of such serial bonds will be in excess of five (5) years, and

(5) delegates to the Village Treasurer the power to prescribe the terms, form and contents of such serial bonds and the power to authorize the issuance of, and the power to prescribe the terms, form and contents of, any bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, and to issue, sell and deliver such serial bonds and such bond anticipation notes, and

(6) states that the validity of such serial bonds, or of such bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if (a) such obligations are authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or (b) the provisions of law, which should have been complied with as of the date of publication of such bond resolution, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or (c) if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Such bond resolution is subject to a permissive referendum under the provisions of Article 9 of the Village Law and petitions protesting against such bond resolution and requesting that it be submitted to the electors of the Village for their approval or disapproval may be filed with the Village Clerk at any time within thirty (30) days after the date of the adoption of such bond resolution.

By order of the Board of Trustees of the Village of Port Chester, County of Westchester, State of New York.

/s/ JANUSZ R. RICHARDS

JANUSZ R. RICHARDS

Village Clerk

Village of Port Chester, New York

Dated: June 18, 2013

Resolution #4 - \$1,700,000 Bond Resolution for Sewer Improvement

EXTRACTS FROM MINUTES OF A MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF PORT CHESTER, NEW YORK

(D - \$1,700,000 – Sewer Improvements)

A regular meeting of the Board of Trustees of the Village of Port Chester (the “Village”), located in the County of Westchester, State of New York, was held at Village Hall, in the Village of

Port Chester, New York, on June 17, 2013 at 7:00 P.M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

ABSENT: Trustee Kenner

ALSO PRESENT: Village Clerk, Janusz Richards, Village Manager, Christopher Steers,
Village Treasurer, Leonie Douglas.

* * * * *

Trustee Adams submitted the following bond resolution and moved for its adoption. The motion was seconded by Trustee Terenzi, The Board of Trustees of the Village was polled. The motion was adopted by a vote of 6 affirmative votes (being at least two-thirds of the voting strength of the Board of Trustees of the Village) with none negative votes and 1 votes absent.

BOND RESOLUTION, DATED JUNE 17, 2013, AUTHORIZING THE ISSUANCE OF UP TO \$1,700,000 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE VILLAGE OF PORT CHESTER, COUNTY OF WESTCHESTER, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF THE ACQUISITION, CONSTRUCTION AND RECONSTRUCTION OF IMPROVEMENTS TO VILLAGE STORM AND SANITARY SEWER SYSTEMS.

WHEREAS, the Board of Trustees of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in the County of Westchester, hereby determines that it is in the public interest of the Village to authorize the financing of the costs of the acquisition, construction and reconstruction of improvements to Village storm and sanitary sewer systems, including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefore and any preliminary and incidental costs related thereto (the “Project”), at a total estimated cost not to exceed \$1,700,000, all in accordance with the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Port Chester, County of Westchester, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the Village, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed \$1,700,000, pursuant to the Local Finance Law, in order to finance the costs of the acquisition, construction and reconstruction of improvements to Village storm and sanitary sewer systems, including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefore and any preliminary and incidental costs related thereto.

Section 2. The Board of Trustees of the Village has ascertained and hereby states that (a) the estimated maximum costs of the Project will not exceed \$1,700,000; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the Board of Trustees of the Village plans to finance the costs of the Project from the proceeds of the serial bonds authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds; (d) the maximum maturity of the serial bonds authorized herein shall be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs in connection with the Project for which the proceeds of any obligations authorized herein are to be applied to reimburse the Village, the Board of Trustees of the Village took "official action" for federal income tax purposes to authorize the capital financing of such expenditure.

Section 3. It is hereby determined that the Project is an object or purpose, or of a class of object or purpose, as described in subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law and that the period of probable usefulness of the Project is thirty (30) years. The serial bonds authorized herein shall have a maximum maturity of thirty (30) years computed from the earlier of (a) the date of the first issue of such serial bonds, or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 4. Subject to the terms and conditions of this bond resolution and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize serial bonds as authorized herein, and/or bond anticipation notes issued in

anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to issue, sell and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the Village Treasurer, as the chief fiscal officer of the Village. The Village Treasurer is hereby authorized to execute on behalf of the Village all serial bonds issued pursuant to this bond resolution, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the Village Clerk is hereby authorized to impress the seal of the Village (or to have imprinted a facsimile thereof) on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the Village Treasurer.

Section 5. The faith and credit of the Village are hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond resolution as the same shall become due.

Section 6. When this bond resolution takes effect, the Village Clerk shall cause the same, or a summary thereof, to be published, together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law, in The Journal News, a newspaper having a general circulation in the Village. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this bond resolution, or such summary thereof, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of any obligations authorized herein, the Board of Trustees of the Village shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the “environmental compliance proceedings”). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond resolution, the Board of Trustees of the Village will re-adopt, amend or modify this bond resolution prior to the issuance of any obligations authorized herein upon the advice of bond counsel. It is hereby determined by the Board of Trustees of the Village that the Project will not have a significant effect on the environment.

Section 8. The Village hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the “obligations”), to finance the costs of the Project. The Village covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the Village, and will not make any use of the Project which would cause the interest on such obligations to become subject to federal income taxation under the Internal Revenue Code of 1986, as amended (the “Code”) (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the Village to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the Village to any penalties under section 148 of the Code. The

foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond resolution or any other provisions hereof, until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations authorized herein may be applied to reimburse expenditures or commitments of the Village made in connection with the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond resolution by the Board of Trustees of the Village.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, the Village agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12 (the “Rule”) promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the Village’s continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the Village Treasurer is authorized and directed to sign and deliver, in the name and on behalf of the Village, the commitment authorized by subsection 6(c) of the Rule (the “Commitment”) to be placed on file with the Village Clerk, which shall constitute the continuing disclosure agreement made by the Village for the benefit of holders and beneficial owners of such obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond resolution and not substantially adverse to the Village and that are approved by the Village Treasurer on behalf of the Village, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the Village’s continuing disclosure agreement for purposes of the Rule,

and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the Village would be required to incur to perform thereunder. The Village Treasurer is further authorized and directed to establish procedures in order to ensure compliance by the Village with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the Village Treasurer shall consult with, as appropriate, the Village Attorney and bond counsel or other qualified independent special counsel to the Village and shall be entitled to rely upon any legal advice provided by the Village Attorney and such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 10. This bond resolution is subject to a permissive referendum and will take effect upon its adoption by the Board of Trustees of the Village and the expiration of the period prescribed in the Village Law during which petitions for a permissive referendum may be submitted and filed with the Village Clerk.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano.

NOES: None.

ABSENT: Trustee Kenner.

DATE: June 17, 2013

Bond Resolution Notice of Publication

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in the County of Westchester,

has on the 17 day of June, 2013, duly adopted, pursuant to the Local Finance Law of New York, a bond resolution which:

(1) authorizes the Board of Trustees of the Village to finance the costs of the acquisition, construction and reconstruction of improvements to Village storm and sanitary sewer systems, and authorizes the issuance of up to \$1,700,000 aggregate principal amount of serial bonds of the Village to finance the costs of such purpose, and

(2) states the estimated maximum total costs of such acquisition, construction and reconstruction to be not in excess of \$1,700,000, states that such costs will be financed, in whole or in part, with the issuance of obligations authorized in such bond resolution and sets forth the plan of financing of the costs of such purpose, and

(3) determines the period of probable usefulness of the purpose to be thirty (30) years, and

(4) determines that the maximum maturity of such serial bonds will be in excess of five (5) years, and

(5) delegates to the Village Treasurer the power to prescribe the terms, form and contents of such serial bonds and the power to authorize the issuance of, and the power to prescribe the terms, form and contents of, any bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, and to issue, sell and deliver such serial bonds and such bond anticipation notes, and

(6) states that the validity of such serial bonds, or of such bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if (a) such obligations are authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or (b) the provisions of law, which should have been complied with as of the date of publication of such bond resolution, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or (c) if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Such bond resolution is subject to a permissive referendum under the provisions of Article 9 of the Village Law and petitions protesting against such bond resolution and requesting that it be submitted to the electors of the Village for their approval or disapproval may be filed with the Village Clerk at any time within thirty (30) days after the date of the adoption of such bond resolution.

By order of the Board of Trustees of the Village of Port Chester, County of Westchester, State of New York.

Dated: June 18, 2013

/s/ JANUSZ RIHCARDS

JANUSZ R. RICHARDS

Village Clerk

Village of Port Chester, New York

RESOLUTION #5

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

WHEREAS, the Village of Port Chester Recreation Department conducts an outdoor entertainment program; and

WHEREAS, the Village selects groups to perform over the course of the year; and

WHEREAS, an agreement is required to support payment for such groups. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into the following agreements to provide entertainment for FY 2013 – 2014 as indicated;

- Angie Rubino & Band, compensation to be \$1,100.00 for Lyon Park Concert
- Bookends, compensation to be \$800.00 for Lyon Park Concert
- MoJo Monde, compensation to be \$500.00 for Lyon Park Concert
- Rich Bobinski Orchestra, compensation to be \$720.00 for Lyon Park Concert
- The Greyhounds, compensation to be \$500.00 for Lyon Park Concert
- Markx Laiko Bolivian, compensation to be \$850.00 for Downtown Concert
- Back to the Garden 1969, compensation to be \$850.00 for Downtown Concert
- Juarez-Show Mariachi, compensation to be \$575.00 for Port Chester Day
- Rave-On Band, compensation to be \$500.00 for Port Chester Day
- Amy Gallatin and Stillwaters, compensation to be \$750.00 for Port Chester Day
- Blues Patrol, compensation to be \$850.00 for Port Chester Day
- The Baron's Band, compensation to be \$800.00 for Port Chester Day.
- Mark Rudzinzki –Sound System, compensation to be \$1,000.00 for Port Chester Day

APPROVED AS TO FORM:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano.

NOES: None.

ABSENT: Trustee Kenner.

DATE: June 17, 2013

RESOLUTION #6
AUTHORIZING AGREEMENT TO CONTINUE LONG-STANDING PUBLIC-PRIVATE
PARTNERSHIP WITH PORT CHESTER COUNCIL OF THE ARTS, INC. FOR FY 2013-2014

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

WHEREAS, through a long-standing agreement with the Port Chester Council of the Arts, the Village of Port Chester has provided a theater and arts program; and

WHEREAS, such agreement provides a cross-generational opportunity for talented individuals to participate in programming that is given for the benefit of all Village residents; and

WHEREAS, the Council has submitted a budget and programming to renew the program for FY 2013-2014. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into an agreement with the Port Chester Council of the Arts, Inc., P.O. Box 15, 211 South Ridge Street, Rye Brook, New York 10573, to provide theater and arts programming for the benefit of the residents of the Village of Port Chester for FY 2013-2014, compensation to be in the amount of \$32,000.

APPROVED AS TO FORM:

Anthony M. Cerreto
Village Attorney

ROLL CALL

AYES: Trustees Adams, Terenzi, Marino, Ceccarelli and Mayor Pagano.

NOES: None.

RECUSE: Trustee Brakewood.

ABSENT: Trustee Kenner.

DATE: June 17, 2013

RESOLUTION #7
COURT INTERPRETER AGREEMENT

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE ADAMS, 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, 2014, compensation to be as provided in the fee proposal dated May 1, 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: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano.

NOES: None.

ABSENT: Trustee Kenner.

DATE: June 17, 2013

RESOLUTION #8
COURT REPORTER AGREEMENT

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE CECCARELLI, 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, 2014, compensation to be as provided in the fee proposal dated May 2, 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: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano.

NOES: None.

ABSENT: Trustee Kenner.

DATE: June 17, 2013

REPORT OF THE VILLAGE MANAGER

Updates on actions and initiatives.

Mr. Ameigh updated the Board on the code enforcement court case tracker and Nixle Program. The Board asked staff for an email update regarding the property on Fairview Avenue and the municipality software.

REPORT OF THE POLICE CHIEF

Traffic and detour issues related to the Ridge Street bridge closure over I-287 in the Village of Rye Brook from Wednesday, June 5, 2013 to August 16, 2013.

Police Chief Krzeminski commented to the Board that he and the Traffic Sargent have been monitoring the street traffic by the bridge. Police Chief Krzeminski said that the bridge is expected to be closed until mid-August.

Mayor Pagano asked Police Chief Krzeminski for an update regarding handicap parking. Police Chief Krzeminski said that the Traffic Sergeant recommended adding the following five new handicap parking spaces on the corner of 197 Westchester Avenue, 50 South Main Street, 49 North Main Street and 123 and 181 North Main Street. Mr. Steers said to the Board that the next step for adding the handicap parking spaces would be to discuss the overall expense with the Department of Public. Mr. Steers said that he will update the Board when he has more information.

DISCUSSIONS

Revise rules of procedure of the Board of Trustees.

The Mayor asked the Village Clerk to have the revised rules of procedure of the Board of Trustees as a work session agenda item on the July 1, 2013 meeting. The Mayor also asked the Board to bring their suggestions and comments.

Co-sponsoring the Caring & Loving Foundation Multi-Cultural Festival July 14, 2013.

Add-on Resolution

Trustee Marino made a motion to add-on the following resolution for Caring & Loving Foundation. The motion was seconded by Trustee Brakewood.

Roll Call

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES:

ABSENT: Trustee Kenner

Resolution

On motion of TRUSTEE MARINO, seconded by TRUSTEE BRAKEWOOD, 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 hereby co-sponsors with Caring & Loving Foundation, in-kind services not to exceed \$1,000 for their Multi-Cultural Festival on Sunday, July 14, 2013.

Roll Call

AYES: Trustees Adams, Brakewood, Marino and Mayor Pagano

NOES: Trustees Terenzi and Ceccarelli

ABSENT: Trustee Kenner

Date: June 17, 2013

The Board asked staff to come up with a policy for future correspondences requesting co-sponsoring with the village.

CORRESPONDENCES

From the Park Commission recommending recognition of Dominick Neri of Neri's Bakery.

The Board acknowledged the correspondence.

From Sandy Palma – Banner request for Caring & Loving Foundation Multi-Cultural Festival July 14, 2013.

The Board referred the correspondence to staff.

From Reliance Engine & Hose Company No. 1, on the election of Andrew Fanelli.

The Board acknowledged the correspondence.

From Harry Howard Hook & Ladder Company No. 1, on the election of John Evans.

The Board acknowledged the correspondence.

From Mitchell A. Combs, Ph.D., Principal of Port Chester High School invitation to attend graduation ceremony on Friday June 21, 2013.

The Board acknowledged the correspondence.

From Planning Commission recommendation regarding modification to Permit Amnesty Program.

The Board acknowledged the correspondence.

From Planning Commission resolution regarding term of Permit Amnesty Program.

The Board acknowledged the correspondence.

From Saint Frances African Methodist Episcopal Zion Church requesting the use of half of the Grove Street parking lot on July 27, 2013 from 12:00 Noon to 5:00 p.m.

On motion of Trustee Marino, seconded by Trustee Adams, the Board approved the correspondence.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano.

NOES: None

ABSENT: Trustee Kenner

Dated: June 17, 2013

From Washington Engine & Hose Company No. 4, accepting the resignation of member Timothy Hannigan.

The Board acknowledged the correspondence.

MINUTES

Minutes from April 29, 2013, May 6, 2013 and May 13, 2013.

Trustee Adams made a motion to combine the minutes of April 29, 2013, May 6, 2013 and May 13, 2013 of the agenda for the purpose of casting one vote for all three minutes by the Board of Trustees of the Village of Port Chester, New York. The motion was seconded by Trustee Marino.

Roll Call

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES: None

ABSENT: Trustee Kenner

Date: June 17, 2013

On motion of Trustee Ceccarelli, seconded by Trustee Marino, the minutes of April 29, May 6, and May 13 of 2013, were adopted.

Roll Call

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES: None

ABSENT: Trustee Kenner

Date: June 17, 2013

PUBLIC COMMENTS AND BOARD COMMENTS

Public: There were none.

Board:

Trustee Adams commented regarding the speeding and loud noise from cars and a motorcycle in the village and asked the Police Chief if he could look into this.

Trustee Brakewood commented about Port Chester Cleanup Day and the Port Chester Middle School Relay for Life.

Trustee Terenzi commented about the Mariner and Port Chester Cleanup Day.

Trustee Marino commented about the Senior Center sign at 220 Grace Church Street and green waste at Department of Public Works.

Trustee Ceccarelli commented about Port Chester Cleanup Day, Port Chester Fest, Westmore News and Board of Trustees meeting packages.

Mayor Pagano congratulated Stephanie Pagnato on the Port Chester Middle School Relay for Life and commented about Port Chester Cleanup Day.

At 10:38 p.m., on motion of Trustee Adams, seconded by Trustee Brakewood, the meeting was closed.

Roll Call

AYES: Trustees Adams, Brakewood, Terenzi, Marino, Ceccarelli and Mayor Pagano

NOES:

ABSENT: Trustee Kenner

Respectfully submitted,

Jacqueline Johnson,
Deputy Village Clerk

**PUBLIC COMMENTS
AND
BOARD COMMENTS**