

**VILLAGE OF PORT CHESTER  
BOARD OF TRUSTEES  
Meeting, Monday, October 21, 2013  
PROPOSED EXECUTIVE/CLOSED SESSION 6:00-7:00PM  
Regular Meeting: 6:00 P.M.  
VILLAGE JUSTICE COURTROOM  
350 North Main Street  
Port Chester, New York  
AGENDA**

**TIME: 6:00 P.M. to 6:15 P.M.**

<b>I</b>	<b>PROPOSED MOTION FOR EXECUTIVE SESSION</b>	<b>ACTION</b>
1	Interview prospective candidate for appointment to the Port Chester Waterfront Commission.	

**TIME: 6:15 P.M. to 7:00 P.M.**

<b>II</b>	<b>MEETING OF THE BOARD OF TRUSTEES IN THEIR CAPACITY AS A BOARD OF POLICE COMMISSIONERS</b>	<b>ACTION</b>
1	Board of Police Commissioners to meet with the Acting Chief of Police.  Proposed motion for executive session regarding status of pending investigation.	

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

<b>III</b>	<b>AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION RE:</b>	<b>ACTION</b>
1	Public Hearing to consider a local law further modifying the permit amnesty period of the Permit Amnesty Program.	
<b>IV</b>	<b>PUBLIC COMMENTS</b>	<b>ACTION</b>
<b>V</b>	<b>RESOLUTIONS</b>	<b>ACTION</b>
	<b>Appointment(s)</b>	
1	Promotion of Sergeant Robert Salerno to Lieutenant with the Village of Port Chester Police Department	
2	Promotion of Police Officer Thomas Fleming to Sergeant with the Village of Port Chester Police Department.	
3	Appointment of Vita Sileo as Deputy Village Clerk.	
	<b>Administration</b>	
4	Conceptual approval for the showboat riverboat at the Port Chester Marina.	

5	Facilitating full accessibility at the Port Chester railroad station for those with disabilities.	
6	Agreement with the Port Chester Industrial Development Agency with regards to consulting services for Community and Economic Development.	
7	Authorize the transfer of \$10,422.29 from the DEA Asset Forfeiture Account to Equipment Line to purchase management software.	
<b>VI</b>	<b>REPORT OF THE VILLAGE MANAGER</b>	<b>ACTION</b>
<b>VII</b>	<b>REPORTS</b>	<b>ACTION</b>
1	Peter Miley - Building Department / Department of Code Enforcement	
<b>VIII</b>	<b>DISCUSSIONS</b>	<b>ACTION</b>
1	Overlay Zoning Concepts	
<b>IX</b>	<b>CORRESPONDENCE</b>	<b>ACTION</b>
1	From National Alliance on Mental Illness (NAMI) request to tie yellow ribbons to the trees in May 2014.	
2	From the Tamarack Tower Foundation requesting approval for a Turkey Trot to be held November 28, 2013, on Village streets and permission to place a banner across Westchester Avenue near Regent Street.	
3	From the American Legion requesting a donation of \$1,000 for Veterans Day Ceremonies.	
4	From the Park Commission regarding the Village Tree Planting Program.	
5	From Putnam Engine & Hose, Company No.2, on the expelling of member Dexter Ambrose and on the resignation of Jose Martin Vasquez.	
6	From the Capitol Theatre Application for Limited Permission to Use Broad Street from October 31, 2013 to November 3, 2013.	
<b>X</b>	<b>PUBLIC COMMENTS AND BOARD COMMENTS</b>	<b>ACTION</b>
<b>XI</b>	<b>PROPOSED MOTION FOR EXECUTIVE SESSION</b>	
1	Village Manager Evaluation.	

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

**PROPOSED MOTION  
FOR  
EXECUTIVE SESSION**

MEETING OF THE BOARD OF  
TRUSTEES IN THEIR CAPACITY AS A  
BOARD OF POLICE COMMISSIONERS

**PROPOSED MOTION  
FOR  
EXECUTIVE SESSION**

AFFIDAVIT OF PUBLICATION  
AND  
NOTICE OF PUBLICATION RE

**AN INTERIM LOCAL LAW FURTHER MODIFYING THE AMNESTY PERIOD OF  
THE PERMIT AMNESTY PROGRAM**

**SECTION 1: Purpose and Intent.**

Pursuant to Local Law No. 4 of 2012, the prior Board of Trustees adopted an interim local law establishing a permit amnesty program to all properties within the Village of Port Chester under certain terms and conditions. The local law provided for a time period to make application for such amnesty from October 1, 2012 to December 31, 2012. This time period, described under said local law as the Amnesty Period, was extended by Local Law No. 1 of 2013 to April 31, 2013, and again by Local Law No. 10 of 2013 to October 31, 2013, all in order to provide more opportunity for individuals to learn and participate and thereby more fully satisfy the Board's intentions in establishing the amnesty program. The current Board of Trustees believes that a further, and final extension of the amnesty period is necessary so as to conclude the amnesty program and the limited remedial relief conferred under same.

**SECTION 2.** Section 2 of Local Law No. 4 of 2012 is further modified so that the amnesty period for the Permit Amnesty Program shall be deemed to expire on September 30, 2014.

**SECTION 3: Effective Date**

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



Robert P. Astorino  
County Executive

County Planning Board

September 25, 2013

Christopher Gomez, AICP, Director of Planning  
Village of Port Chester  
222 Grace Church Street  
Port Chester, NY 10573

Subject: **Referral File No. PCH 13-003B – Amnesty Program Local Law**

Dear Mr. Gomez:

The Westchester County Planning Board has received a proposed Local Law and related material for a proposed further revision of the existing "Permit Amnesty Program". The modifications would continue to offer amnesty to all properties within the Village for site improvements done without building permits, certificates of occupancy or with violations, if those property owners submit applications for the approvals that are required. The proposed local law also allows for deviance from certain requirements of the Village's 2010 zoning regulations under certain conditions. The proposed revision will extend the amnesty program to May 31, 2016.

We have reviewed this matter under the provisions of Section 239 L, M and N of the General Municipal Law and Section 277.61. The proposed local law appears to have a valid and specific intent and should not extend beyond a reasonable time frame. This action is a matter for local determination in accordance with your community's planning and zoning policies.

Thank you for calling this matter to our attention.

Respectfully,  
WESTCHESTER COUNTY PLANNING BOARD

For  
By:

Edward Buroughs, AICP  
Commissioner

EEB/LH

# **PUBLIC COMMENTS**

# RESOLUTIONS

RESOLUTION

APPOINTING OF POLICE LIEUTENANT WITH THE VILLAGE OF PORT CHESTER

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 Sergeant Robert Salerno, be and he hereby is promoted to Lieutenant with the Village of Port Chester Police Department.

APPROVED AS TO FORM:

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

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

RESOLUTION

APPOINTING OF POLICE SERGEANT WITH THE VILLAGE OF PORT CHESTER

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 Police Officer Thomas Fleming, be and he hereby is promoted to Sergeant with the Village of Port Chester Police Department.

APPROVED AS TO FORM:

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

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

RESOLUTION  
APPOINTMENT OF DEPUTY VILLAGE CLERK

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

RESOLVED, that Vita Sileo, be and he hereby is appointed DEPUTY VILLAGE CLERK for the Village of Port Chester, New York, said appointment to be effective immediately and to expire on April 6, 2015, at an annual rate of compensation of \$7,500.00 or as heretofore adopted by the Board of Trustees, to be paid every two weeks.

APPROVED AS TO FORM:

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

ROLL CALL

AYES:  
NOES:  
ABSENT:

Date:

## RESOLUTION

### CONCEPTUAL APPROVAL FOR THE SHOWBOAT RIVERBOAT AT THE PORT CHESTER MARINA

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, William Frenz of Greenwich Connecticut (the “applicant”) submitted a complete Project Proposal Form to the Office of Planning and Development and subsequently presented a detailed business plan and request for license agreement to the Board of Trustees at the October 7, 2013 meeting; and

WHEREAS, the applicant proposes to operate a 1,584 square foot, two-story riverboat, known as the Showboat, as a restaurant/cabaret that would be permanently moored at the Village Marina adjacent to the pedestrian promenade on the Byram River, also designated as Section 142.31, Block 1, Lot 39.1 on the Tax Map of the Town of Rye (the “Project”); and

WHEREAS, the proposed mooring site is within the C2 Main Street Business District where both restaurant and cabaret are permitted uses; and

WHEREAS, as a permanently moored vessel, the Showboat must comply with all local and state building codes for structures as well as regulations of the United States Army Corp of Engineers and United States Coast Guard; and

WHEREAS, the applicant has submitted proposed license agreement terms for the use of the equivalent of 10 existing boat slips in order to accommodate the mooring of the 92-foot Showboat Riverboat; and

WHEREAS, as further consideration, the applicant has proposed the following enhancements to the Village Marina, such as a pump out station for boaters, ADA accessible bathroom facilities and 80-foot gangway, as well as upgrading existing electric and sewer service; and

WHEREAS, the Project is consistent with economic development recommendation #7 in the Village’s Comprehensive Plan (page 125), to promote the waterfront area as a commercial, recreational and cultural destination by “encouraging downtown waterfront activities that include incorporating specific venues such as water-dependent entertainment uses and a waterfront performance facility”; and

WHEREAS, the proposed project is also consistent with the Village’s Local Waterfront Revitalization Program (LWRP) update that identifies “opportunities for Port Chester to gain unique waterfront attractions that would enhance downtown activity.

Permanent mooring of entertainment-themed vessels could also provide for upgrades to adjacent marina facilities, as well as potential upgrades or extensions to the waterfront pedestrian walkway” (page 89); and

WHEREAS, the Local Waterfront Revitalization Program identifies and maps a potential permanently moored entertainment vessel in the Byram River adjacent to the Village owned promenade just south of Willet Avenue (page 82), at the location identified by the applicant; and

WHEREAS, the application as presented will require numerous approvals from various Village boards and commissions, including but not limited to, site plan approval from the Planning Commission, potential variances from the Zoning Board of Appeals, LWRP Consistency Determination from the Waterfront Commission, and approval from the Architectural Board of Review, as well as an entertainment license from the Chief of Police or Village Clerk; and

WHEREAS, upon granting of conceptual approval from the Board of Trustees, the applicant shall schedule a formal pre-submission meeting with the Village Office of Planning and Development staff to coordinate and facilitate subsequent steps and approvals. NOW, THEREFORE, be it

RESOLVED, that the Board of Trustees grants conceptual approval to the Showboat application as presented so as to confer standing on the applicant to further proceed; and be it further

RESOLVED, that such approval is conditioned upon the applicant obtaining all necessary permits and approvals; and be it further

RESOLVED, that such approval is subject to an environmental review under the State Environmental Quality Review Act (SEQRA) and/or National Environmental Protection Act (NEPA); and be it further

RESOLVED, that final Board approval is necessary and subject to the negotiation and execution of a revocable license agreement on terms and conditions satisfactory in form to the Village Attorney, to include, but not limited to: term, compensation, insurance and indemnity, security to ensure faithful performance and potential abandonment, taxes, sewer rent and other user charges, and termination, approved by the Board of Trustees.

APPROVED AS TO FORM:

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Village Attorney  
Anthony Cerreto

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

FACILITATING FULL ACCESSIBILITY AT THE PORT CHESTER RAILROAD STATION FOR  
THOSE WITH DISABILITIES

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 Metro-North Port Chester railroad station does not fully provide for those with disabilities;

WHEREAS, the Village has been advised by the Metropolitan Transportation Agency/Metro-North Commuter Railroad that providing accessibility for north-bound passengers would be a significant expense and that disabled passengers may instead depart from the railroad stations in the City of Rye and Town of Greenwich; and

WHEREAS, as a result disabled persons and parents with young children in strollers, who desire to reside, shop, frequent or do business in the Village of Port Chester must suffer unnecessary inconvenience and hardship; and

WHEREAS, in the past decade the railroad has partnered with private developers in the Village; and

WHEREAS, the railroad entered into an agreement with G & S Investors to acquire the second level of the tiered parking facility at Waterfront Place to additional parking capacity; and

WHEREAS, the railroad has most recently contracted with Heartland Brewery to lease the railroad station for a restaurant/brew-pub with a reported figure of \$1.2 million in infrastructure improvements; and

WHEREAS, taken together with the economic revitalization of the Village's downtown, including the reopening of the Capitol Theater as a regional entertainment destination, ridership at the station should be at record-high levels suggesting a strong incentive to make the necessary work at the railroad station; and

WHEREAS, the issue of accessibility at the railroad station has come to light again given public comment in the social media; and

WHEREAS, the Board desires to understand the legal obligations of the M.T.A. so that it may determine how to best proceed. Now, therefore, be it

RESOLVED, that the Board of Trustees finds that full accessibility for the disabled at the Port Chester railroad station is a matter of paramount public concern; and be it further

RESOLVED, that the Village Attorney is hereby directed to make inquiry with the United States Department of Justice to confirm the applicable compliance requirements for accessibility at the Port

Chester Railroad Station under the Americans with Disabilities Act of 1990 and to report back to the Board as to his findings.

APPROVED AS TO FORM:

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Village Attorney  
Anthony Cerreto

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Office of the Village Manager**

**Village BOT Meeting Date:** October 21, 2013

**Item Type:** Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact	x		Public Hearing Required		x
Funding Source:			BID #		
Account #:			<b>Strategic Plan Priority Area</b>		
			Business & Economic Development		
Agreement	x		<b>Manager Priorities</b>		
Strategic Plan Related		x	N/A		

**Sponsor's Name:** Christopher D. Steers, Village Manager

**Heading Title**  
*(Will appear as indicated below on Agenda)*

AGREEMENT WITH PORT CHESTER INDUSTRIAL DEVELOPMENT AGENCY WITH REGARD TO CONSULTING SERVICES FOR COMMUNITY AND ECONOMIC DEVELOPMENT PROJECTS

**Summary**

**Background:**

The Port Chester Industrial Development Agency ("I.D.A.") released a Request for Proposals ("R.F.P.") seeking consulting services for community and economic projects for itself and for the benefit of the Village of Port Chester.

The IDA has authorized the retainer of the National Development Council as the selected proposer.

The retainer would be for a one year term, compensation to be a flat fee of \$60,000, subject to a cooperation agreement with the Board of Trustees with the Village sharing in the expense on a 50/50 basis.

<b>Proposed Action</b>
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That the Board of Trustees adopt the Resolution

<b>Attachments</b>
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<b>Cooperation Agreement between the Village of Port Chester and the Port Chester Industrial Development Agency</b>
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AGREEMENT WITH THE VILLAGE OF PORT CHESTER INDUSTRIAL  
DEVELOPMENT AGENCY WITH REGARD TO CONSULTING SERVICES FOR  
COMMUNITY AND ECONOMIC DEVELOPMENT PROJECTS

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 Industrial Development Agency (“I.D.A.”) issued a Request for Proposals (“R.F.P.”) soliciting proposals for consulting services for community and economic development projects for itself and for the benefit of the Village of Port Chester; and

WHEREAS, after such competitive process, the IDA authorized the retainer of the National Development Council (“Consultant”) as the successful proposer with a term to commence October 22, 2013 and end on October 22, 2014, and compensation to be a flat fee of \$60,000; and

WHEREAS, such retainer was made subject to the Village sharing said fee on a 50/50 basis; and

WHEREAS, the Board has developed a prioritized list of projects that the consultant can work on with the Village during the term of the agreement. Now, therefore, be it

RESOLVED, that the Village Manager is hereby authorized to enter into a cooperation agreement with the Village of Port Chester Industrial Development Agency to provide it assistance in the amount of \$30,000 towards the annual retainer of the National Development Council, 708 Third Avenue, New York, New York 10017 for consulting services for community and economic development programs, and be it further

RESOLVED, that the Board of Trustees authorize the Village Treasurer to modify the FY 2013-14 General Fund budget as follows:

**Budget Transfer**

**From:**

Contingency

1.1990.400

Contingency

\$30,000

**To:**

Planning		
1.8020.400	Contractual Expense	\$30,000

APPROVED AS TO FORM:

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Village Attorney  
Anthony Cerreto

ROLL CALL

AYES:  
NOES:  
ABSENT:

DATE:

**AGREEMENT BY AND BETWEEN**  
**VILLAGE OF PORT CHESTER INDUSTRIAL DEVELOPMENT AGENCY**  
**AND**  
**NATIONAL DEVELOPMENT COUNCIL**  
**REGARDING**  
**COMMUNITY AND ECONOMIC DEVELOPMENT ADVISEMENT**

This Agreement is made and entered into this 21st day of October, by and between the **Village of Port Chester Industrial Development Agency**, a public benefit corporation of the State of New York whose address is 222 Grace Church Street, Port Chester, NY 10573 (the "Client") and **NATIONAL DEVELOPMENT COUNCIL** ("NDC" or the "Contractor"), a New York non-profit corporation, which is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, whose address is 708 Third Avenue, Suite 710, New York, New York 10017,

**WITNESSETH THAT:**

WHEREAS, consistent with the scope of work sought within that certain Request for Proposals issued by Client on \_\_\_\_, 2013 (the "RFP"), the Client desires to receive professional services from NDC for itself and for the benefit of the Village of Port Chester, New York (the "Village") to develop and assist in the implementation of the Client's community and economic development programs; and

WHEREAS, NDC is willing to provide, on such terms and conditions as are hereinafter provided, technical assistance to the Client utilizing its expertise in economic and community development activities and housing.

NOW THEREFORE, in consideration of the above-mentioned premises and of the mutual covenants contained herein, the parties hereto agree as follows:

**I. SCOPE OF SERVICES**

The Client acknowledges that NDC regularly performs services for various governmental agencies and public benefit corporations located across the United States. The purpose of this Agreement is to set forth the terms upon which NDC will provide the Client with assistance it has requested, which is generally described as **Exhibit A** attached hereto. NDC agrees to perform such services as are requested by the Client and to provide such services, as it deems

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necessary to accomplish the goals requested. Exhibit A attached hereto fully describes the services to be offered to the Client by NDC. In performing the requested services, NDC shall consult with officers and employees of the Client and shall meet, as appropriate, with such representatives or other entities when necessary, including, without limitation, State and Federal officials and other local organizations.

## **II. DURATION, TERMINATION**

NDC agrees to commence work for the Client effective **October 15, 2013**, and shall continue providing technical assistance for a period of **twelve (12) months, ending on October 15, 2014**. The parties hereto may mutually elect to renew this Agreement upon exchange of written acknowledgement by the parties. Either party may, at any time, terminate this Agreement with or without cause by sending written notice to the other party, in which event this Agreement shall be terminated effective 30 days after receipt of such notice.

## **III. COMPENSATION**

The Client shall compensate NDC for performance of services received hereunder in the total base fee amount (the "Base Fee") of Sixty Thousand Dollars (\$60,000.00), payable in monthly installments of Five Thousand Dollars (\$5,000.00) per month upon submission of invoice by NDC to the Client, such invoices to be paid within Thirty (30) days. The Base Fee includes all of NDC's time, travel expenses, supplies, postage, telephone, and other similar expenses. The parties hereto mutually agree that the Base Fee to be paid hereunder shall be the exclusive remuneration of NDC for the Scope of Services to be provided to the Client herein and that any and all costs incurred by NDC in furtherance of providing said Scope of Services shall be exclusively borne by NDC without further reimbursement or remittance by the Client. As an independent contractor, NDC shall be responsible for all taxes and other benefits of the employees of NDC and nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Client and the NDC. Payment by the Client for services rendered under this Agreement evidences the Client's acceptance of such services in accordance with the terms of this Agreement. NDC shall be exclusively responsible for all employee insurance, benefits, costs and other liabilities associated with the employment of NDC staff and personnel. NDC will ensure that none of NDC's employees will hold, himself or herself out as, or claim to be, an officer or employee of the Client or Village by reason of this Agreement, and that unless otherwise agreed in writing by the Client, no employee of NDC will make any claim, demand or application for any right or privilege applicable to an officer or employee of the Client or Village, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement system membership or credit.

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#### **IV. MISCELLANEOUS PROVISIONS**

- 4.1 Confidentiality of Reports.** NDC shall keep confidential all reports, information and data given to, prepared or assembled by NDC pursuant to NDC's performance hereunder and Client designates in writing as confidential. Such information shall not be made available to any person, firm, corporation or entity without first obtaining the prior written consent of Client unless otherwise mandated by applicable law.
- 4.2 Equal Opportunity.** NDC shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and of the rules, regulations and relevant order of the Secretary of Labor regarding discrimination. In the event a party is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law, this Agreement may be cancelled, terminated or suspended in whole or in part by the Client, and that party may be declared ineligible for further Client contracts.
- 4.3 Conflicts of Interest.** No board member, officer or employee of Client or its designees or agents, and no other public official who exercises any functions or responsibilities with respect to any requested technical assistance, shall be permitted to financially benefit from this Agreement or have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.
- 4.4 Notices.** All notices shall be sent by certified mail, hand-delivery or over night mail and in all events with a written acknowledgment of receipt to the address set forth at the beginning of this Agreement.
- 4.5 Responsibility for Claims-Mutual Indemnification.** Client agrees to indemnify and save harmless NDC, their agents, officials, and employees from any liability, damage, expense, cause of action, suit, claim, judgment or expenses (including attorneys' fees) arising from injury to person, including death or personal property or otherwise, caused by or resulting from the activities of the Client in furtherance of the work described herein. NDC agrees that such indemnity shall not apply to any actions, claims or damages arising as a result of NDC's bad faith, willful misconduct or gross negligence. NDC agrees to indemnify and save harmless Client and the Village of Port Chester, New York (the "Village"), their agents, officials, and employees from any liability, damage, expense, cause of action, suit, claim, judgment or expenses (including attorneys' fees) arising from injury to person, including death or personal property or otherwise, caused by or resulting from the activities in furtherance of the work described herein. Client
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agrees that such indemnity shall not apply to any actions, claims or damages arising as a result of Client's bad faith, willful misconduct or gross negligence.

- 4.6 Release of News Information.** No news release, including photographs, public announcements or confirmation of same, or any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of the Client.
- 4.7 Compliance with Laws.** NDC agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. This Agreement shall be construed, interpreted and the rights of the parties determined, in accordance with the laws of the State of New York.
- 4.8 Assignment.** Neither this Agreement nor any rights, duties or obligations described herein may be assigned by either party without the prior expressed written consent of the other party.
- 4.9 Severability.** A determination that any part of this Agreement is invalid shall not invalidate or impair the force of the remainder of this Agreement.
- 4.10 Acknowledgement.** The Client expressly acknowledges that all opinions and advice (written or oral) given by NDC to the Client in connection with NDC's engagement are intended solely for the benefit and use of the Client considering the financing and the Client agrees that no such opinion or advice shall be used for any other purpose or reproduced, discriminated, quoted or referred to at any time without the prior consent of NDC.
- 4.11 Disclaimer.** The Client is a sophisticated business enterprise and has retained NDC for the purposes set forth in this Agreement and the parties acknowledge and agree that their respective rights and obligations are contractual in nature. Each party disclaims an intention to impose fiduciary agency rights or obligations on the other by virtue of the engagement hereunder.
- 4.12 Entire Agreement.** This Agreement contains the final agreement between the parties regarding the matters covered and supersedes any and all other agreement, either oral in writing, regarding the matters contained herein.
- 4.13 Acknowledgement.** The Client expressly acknowledges that all opinions and advice (written or oral) given by NDC to the Client in connection with NDC's engagement are intended solely for the benefit and use of the Client considering the financing and the
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Client agrees that no such opinion or advice shall be used for any other purpose or reproduced, discriminated, quoted or referred to at any time without the prior consent of NDC.

**Disclaimer.** The Client is a sophisticated business enterprise and has retained NDC for the purposes set forth in this Agreement and the parties acknowledge and agree that their respective rights and obligations are contractual in nature. Each party disclaims an intention to impose fiduciary agency rights or obligations on the other by virtue of the engagement hereunder.

**4.14 Insurance Required.** At all times throughout the Term, the Client and NDC shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(b) NDC shall maintain Workers' compensation insurance, disability benefits insurance and each other form of insurance which NDC is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of NDC who are located at or assigned to the Client and providing the Scope of Services.

(c) NDC shall maintain Insurance against loss or losses from liabilities imposed by law or assumed in any written contract (including the contractual liability assumed by NDC hereunder) and arising from personal injury and death or damage to the property of others caused by any accident or occurrence in connection with the provision of the Scope of Services, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon NDC by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than \$3,000,000, protecting NDC against any loss or liability or damage for personal injury or property damage.

(d) **Additional Provisions Respecting Insurance.** All insurance required herein shall name the NDC, the Client and the Village as a named insured and/or as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by NDC and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which NDC is engaged. All policies evidencing such insurance shall provide for (i) payment of the losses of NDC and the Client and/or Village as their respective interests may appear, and (ii) at least thirty (30) days' prior written

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notice of the cancellation thereof to NDC, the Client and Village.

(e) Insurance Certificates. All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with NDC, the Client and Village on or before the commencement of the term of this Agreement. Prior to expiration of the policy evidenced by said certificates, the parties shall provide each other with evidence that the policies have been renewed or replaced or is no longer required by this Agreement.

**4.15 Agreement to Provide Information.** NDC agrees, whenever requested by the Client, to provide and certify or cause to be provided and certified, without delay, such information concerning NDC, NDC's accounts and records, and NDC's employment records and statistics related thereto, as same relate to the Scope of Services and other topics necessary to enable the Client to make any report required by law or governmental regulation or as otherwise reasonably requested by the Client.

**4.16 Limited Recourse; Special Obligation.** (a) The obligations and agreements of the Client contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Client, and not of any member, officer, agent (other than NDC) or employee of the Client in his individual capacity, and the members, officers, agents (other than NDC) and employees of the Client shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(b) The obligations and agreements of the Client contained hereby shall not constitute or give rise to an obligation of the State or of the Village of Port Chester, New York, and neither the State nor Village of Port Chester, New York, shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Client, but rather shall constitute limited obligations of the Client, payable solely from the revenues of the Client appropriated therefor.

(c) No order or decree of specific performance with respect to any of the obligations of the Client hereunder shall be sought or enforced against the Client unless (i) the party seeking such order or decree shall first have requested the Client in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Client shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the

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Client refuses to comply with such request and the Client's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Client an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Client refuses to comply with such request and the Client's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than NDC) or employees shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Client and its members, officers, agents (other than NDC) and employees against all liability expected to be incurred as a result of compliance with such request.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

**VILLAGE OF PORT CHESTER  
INDUSTRIAL DEVELOPMENT AGENCY**

**NATIONAL DEVELOPMENT COUNCIL:**

By: \_\_\_\_\_  
**Christopher Steers, Executive Director**

By: \_\_\_\_\_  
**Robert W. Davenport, President**

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

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

---

**NDC TECHNICAL ASSISTANCE AGREEMENT**  
**SCOPE OF SERVICES**  
**EXHIBIT A**

The Scope of Services describes the assistance available under this Technical Assistance Agreement during the specified contract period. The Client and NDC, by mutual agreement, may revise this Scope of Services from time to time. The assistance within this Scope of Services includes:

- A. Assist the Client and Village in the design, implementation, and monitoring of the financing elements of an economic development plan and business development programs of the Client and Village.
  - B. At the Client's request, NDC will review and evaluate projects being considered by the Client for community and economic development assistance. This assistance provided by NDC may include, but not be limited to:
    - 1. Evaluating developer experience and capacity.
    - 2. Financial review of the sources and uses, operating proformas, and financial statements.
    - 3. Structuring of deals with available public sector economic development programs.
    - 4. Review of appraisals, cost assumptions, capital budgets, operating statements, marketing data and other funding commitments.
    - 5. Advising on tax credit equity sources, requirements and structuring
    - 6. Identifying other funding sources for the range of commercial, industrial, and residential real estate and business credit deals.
    - 7. Assisting with development issues during pre-development and development.
    - 8. Advising on program regulations issues.
  - C. NDC will provide technical support or financial analysis to the Client with respect to its economic and housing development program proposals.
-

- D. NDC will provide technical assistance and advocacy in the Client's efforts to seek funding or leverage existing resources through governmental programs including, but not limited to:

**Federal Resources**

1. Community Development Block Grant (CDBG) program
2. HOME Investment Partnership program
3. HUD Section 108 loans, including Brownfields Economic Development Initiative (BEDI) grants
4. U.S. Department of Commerce Economic Development Administration (EDA)
5. U.S. Environmental Protection Agency (EPA) Brownfields Program, including Targeted Assessments, Supplemental Pilot Program, and Brownfields Revolving Loan Fund
6. U.S. Small Business Administration 7(a), 504, and Microenterprise programs
7. New Markets Tax Credit Program
8. Federal Home Loan Bank Community Investment Program
9. Rehabilitation Tax Credits (Historic Tax Credits)
10. Low Income Housing Tax Credit (LIHTC)

**State of \_\_\_\_\_ Resources**

1. \_\_\_\_\_
2. \_\_\_\_\_

RESOLUTION  
BUDGET AMENDMENT – DEA FUNDS TO PURCHASE  
INFORMATION SYSTEM UPGRADE AND 2 APPLE IPAD MINI BLACK

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 Acting Police Chief is recommending the use of DEA Asset Forfeiture Funds to purchase Information Management Upgrade for \$8,350 from Steamboat Data System Inc., 20 Paddlewheel Court, Waterford, NY 12188; and 2 Apple IPAD Mini for \$2,072.29 from CDW Government Inc., 75 Remittance Drive, Suite 1515, Chicago, IL 60675-1515. 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	\$(10,422.29)
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Revenues:

001-0001-2613	Use of Deferred DEA Revenue	\$10,422.29
---------------	-----------------------------	-------------

Appropriations:

001-3120-0200	Police Equipment	\$10,422.29
---------------	------------------	-------------

APPROVED AS TO FORM:

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

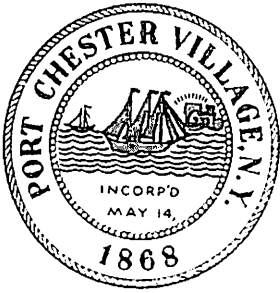
ROLL CALL

AYES:

NOES:

ABSENT:

DATE:



# 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: Captain John R. Telesca, Acting Chief of Police  
Re: Transfer of Funds  
Date: October 17, 2013

Please be advised I authorize the transfer of \$10,422.29 from the DEA Asset Forfeiture Account Number 001-0001-0695 to the Equipment Line, Appropriation Number 001-3120-0200 for payment for the following:

**Steamboat Data System Inc., 20 Paddlewheel Court, Waterford, NY 12188, \$8350.00**  
Upgrade and extend information management capabilities to current version of PolicePro, version 12, evidence and property management abilities with a barcoding system to enter, monitor and track all property held or managed by the department, integration with the RIC system (refer to attached proposal)

**CDW Government Inc., 75 Remittance Drive, Ste 1515, Chicago, IL 60675-1515, \$2072.99**

2 (two)- Apple IPAD Mini Wifi 16GB Black, Applecare + 2year IPAD-auto-enroll, Griffin Survivor IPAD Mini Black, DYMO Label writer 4-XL-black, Apple \$25 gift card iTunes Store.

1-(one) ZEBRA MZ320 DT 203 US B/G

# VILLAGE OF PORT CHESTER PURCHASE ORDER FORM

10/17/13  
DATE

Ship To:

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

040011  
VENDOR NUMBER

\_\_\_\_\_  
VOUCHER NUMBER

Steamboat Data Sys. Inc.
20 Paddlewheel Court
Waterford, NY 12188
<b>VENDOR NAME &amp; ADDRESS</b>

APPROPRIATION	AMOUNT
001.3120.0200	8350.00

\$ 8350.00  
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
	Upgrade and extend information management capabilities to current version of PolicePro	
	version 12, evidence and property management abilities with a barcoding system to enter, monitor,	
	and track all property held or managed by the department, integration with the RIC system	8350.00

\_\_\_\_\_  
DEPARTMENT HEAD'S SIGNATURE

\_\_\_\_\_  
VILLAGE MANAGER'S SIGNATURE

<b>PURCHASE ORDER NUMBER</b>
<b>TREASURER'S OFFICE</b>

# VILLAGE OF PORT CHESTER

## PURCHASE ORDER FORM

10/17/13  
DATE

Ship To:

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

031112  
VENDOR NUMBER

\_\_\_\_\_  
VOUCHER NUMBER

CDW Government Inc
75 Remittance Drive
Suite 1515
Chicago, Il 60675-1515
<b>VENDOR NAME &amp; ADDRESS</b>

APPROPRIATION	AMOUNT
001.3120.0200	2072.29

\$ 2072.29  
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
2	Apple IPAD Mini Wifi 16GB Blk, Applecare +2yr IPAD-Auto-Enroll, Griffin Survivor IPAD Mini	
	Black, DYMO Label writer 4XL-black, Apple \$25 gift card iTunes store,	
1 -	ZEBRA MZ320 DT 203 US B/G	2072.29

  
DEPARTMENT HEAD'S SIGNATURE

\_\_\_\_\_  
VILLAGE MANAGER'S SIGNATURE

<b>PURCHASE ORDER NUMBER</b>
<b>TREASURER'S OFFICE</b>

## Village of Port Chester Budget Transfer Form

Department: Port Chester Police Department

Date: 10-17-13

	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	2072.29
Account	001-0001-0695	001-3120-0200	
Description	DEA Asset Forfeiture	Equipment	8350.00
Account			10,422.29
Description			TOTAL
Account			
Description			
Account			
Description			
Account			
Description			
Account			
Description			
Account			
Description			

**Department Head Approval**

**Village Manager Approval**



# SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
N824142	5613334	10/15/2013

**BILL TO:**  
 VILLAGE OF PORT CHESTER  
 POLICE DEPT  
 350 N MAIN ST

**SHIP TO:**  
 VILLAGE OF PORT CHESTER POLICE  
 DEPT  
 Attention To: ACCOUNTS PAYABLE  
 350 N MAIN ST

Accounts Payable  
 PORT CHESTER , NY 10573-3319

PORT CHESTER , NY 10573-3319  
 Contact: LT JAMES  
 LADEAIROUS 914.939.6372

Customer Phone #914.939.6386

Customer P.O. # N824142 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
DAN MCGUIRK 866.819.6495		FEDEX Ground	MasterCard/Visa Govt	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	2866039	APPLE IPAD MINI WIFI 16GB BLK Mfg#: MD528LL/A Contract: CDW-G Quote	329.00	658.00
2	2805540	APPLECARE+ 2YR IPAD - AUTO-ENROLL Mfg#: S4738LL/A Contract: CDW-G Quote	99.00	198.00
2	3007715	Electronic distribution - NO MEDIA GRIFFIN SURVIVOR IPAD MINI BLK Mfg#: GB35918-2 Contract: CDW-G Quote	35.90	71.80
2	1923600	DYMO LABELWRITER 4XL- BLACK Mfg#: 1755120 Contract: CDW-G Quote	275.00	550.00
2	2731589	APPLE \$25 GIFT CARD ITUNES STORE Mfg#: MD599LL/A Contract: CDW-G Quote	32.91	65.82
1	2621761	Electronic distribution - NO MEDIA ZEBRA MZ320 DT 203 USB B/G Mfg#: M3F-0UG00010-00 Contract: CDW-G Quote	528.67	528.67
SUBTOTAL				2,072.29
FREIGHT				0.00
TAX				0.00

US Currency

**TOTAL** 2,072.29

CDW Government  
 230 North Milwaukee Ave.  
 Vernon Hills, IL 60061

Fax: 847.990.8084

**Please remit payment to:**  
 CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515



Steamboat Data Systems Inc.

# Port Chester Police Department

Prepared for: John Telesca, Acting Chief of Police PCPD

Prepared by: David Lundgren, Vice President

October 14, 2013

Proposal number: 2013-06



Steamboat Data Systems Inc.

# Overview

## Objective

The Port Chester Police Department seeks to upgrade and extend its information management capabilities. Port Chester has been a user of Steamboat Data Systems' PolicePro suite for 15 years, last updated in March of 2009 to version 10 of the product. The current version is v12. In the interim, considerable new technologies have either become available or existing ones improved to the point where the current product is a significant upgrade from what was available in 2009.

## Goals

The department seeks to introduce significant Evidence and Property Room management abilities. Specifically, the ability to create, read and otherwise work with a barcoding system to enter, monitor and track all property held or managed by the department. This proposal introduces a complete inventory solution for the Property Room function, utilizing the Apple iPad/iPad mini to manage property and evidence through barcoding software integrated completely into the PolicePro system.

Additionally, PolicePro 12 has introduced batch check-in, check-out and lab submission automation to further "lock down" and enhance Property Room functions.

The department operates a RIC1 LiveScan digital booking system. As of November 2012, PolicePro supports integration with the RIC1 system, allowing booking information input to LiveScan to be imported to the PolicePro case without duplicate data entry. This includes booking photos as well.

Additionally, several new PolicePro features will be included in the new system such as Document Management, the Safesite business/school/physical entity system and ejustice integration, among others.



## **Solution**

The department has a significant history not only with PolicePro but with Steamboat Data Systems as well. We have worked together over the years to assure the system has performed as expected, with minimal downtime and immediate response to any issues that have been reported to us.

A complete update to PolicePro 12 will bring the agency to the forefront of what is available to modern law enforcement without involving a whole new learning curve, not only for the software but for the relationship between the department and the software vendor as well. We propose to build on that relationship and move the department forward.

The version 12 upgrade is necessary to implement the above noted improvements, which depend on the v12 code base to function.

## **PolicePro 12 Summary**

The full Feature Set of PolicePro is appended at the end of this document.

PolicePro has been in use by smaller police agencies (approximately 100 personnel and under) since late 1997. The product has evolved to the point where in 2013 it runs nearly every aspect of day to day operations in our police departments. From its original Dispatch and incident management core, it has been extended to manage the department's evidence, reporting, personnel, training and inventory.

In the past year we have set out to extend PolicePro's reach to integrate with relevant outside technologies. PolicePro now works with RIC1 LiveScan electronic booking systems to eliminate redundant arrest management. Data received through state and national systems such as eJustice can now be used to create incident and contact records in the program.

We have created new medical information registries for persons who choose to volunteer such information that aid in identifying persons who may need assistance in emergencies. On the other hand, PolicePro also tracks Persona Non Grata status of persons known to be prohibited from certain shopping malls, schools or other entities. Our new SafeSite registry has enormously extended an agency's ability to manage crisis situations in their jurisdictions in an era where mass shootings make data such as school floor plans, contact information, alarm and other information critical.



Steamboat Data Systems Inc.

The department has already implemented the mobile version of PolicePro for patrol cars. This will continue to work as it does already, with some incremental improvements in eJustice access. No additional costs herein relate to that function.

PolicePro 2 Go, the iOS component of PolicePro, is included as part of this proposal should the department wish to take advantage of it. Indeed, the core Property Room management system is completely integrated with the PolicePro 2 Go logic.

Beyond the Property Room functions, PolicePro 2 Go can be turned on at any time for any number of clients. While a limited subset of the program, it is excellent for administrative personnel or members interacting in group scenarios such as Victims' Rights panels, Domestic Violence reviews, Neighborhood Watch meetings, or any setting where quick access to department statistics and activity is desirable.



Steamboat Data Systems Inc.

## **Standard Services To Be Provided**

PolicePro 12 will be installed by Steamboat Data personnel on the department server and up to 20 workstations or laptop computers.

All data from the existing system will be migrated to the new system and modified to match the new logic.

Any patrol car deployments will be configured and deployed within the authorized 20 licenses.

All operating software for the server and workstation clients is included in this proposal, as is installation and configuration of that infrastructure.

PolicePro2Go licensing for any department owned or authorized iOS devices (specifically Apple iPad or iPad Mini) is included without any user limit.

Integration with RIC1 Livescan booking will be completed by Steamboat Data personnel during the installation period.

The Property Room system will be implemented. This relies on 1 or 2 Apple iPad minis being acquired by the department. That hardware is not included in this proposal, although they will be completely set up and made operational as part of the project by us.

## **Training and Familiarity**

Members of the police department will receive in-person training from Steamboat Data trainers on all changes and new features during the period of installation and upgrading.

Significant specific training and procedural work will be implemented with respect to Property Room functions.



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## Technical Support

Technical Support continues as in the past, but at a rate of \$3000 per year. Note that the tech support for the Port Chester police has not increased from \$2700 in the past ten years, though new agencies are now paying as much as \$7000 per annum for the same. Like everyone else, we are faced with ever increasing costs in technology, transportation and other facets of providing this service to our client agencies.

“Technical Support” means support specific to the PolicePro suite via online forum, e-mail, telephone, remote desktop connections, and on-site assistance. Support includes routine database maintenance, standard usage assistance, and specific problem resolution. Delivery method will be determined by Steamboat Data Systems personnel based on a variety of factors in an effort to achieve an optimal client experience. Additional charges may be incurred to cover costs associated with on-site assistance. Usage assistance requiring training services will be quoted and billed at the current standard rate.

This proposal does not include hardware of any kind; such as physical servers, desktop computer hardware, or network infrastructure. All software and/or service agreements required for access to the database server (such as Microsoft Terminal Services, Citrix XenApp, VPN client access licenses, or wireless network services) are outside the scope of this agreement and must be purchased from other providers. As noted above, the purchase of Apple iPads for use in this project is not included, although at least one is required, where two are recommended.

The department will be provided with continued secure access to the Steamboat Data Basecamp support site. Requests, announcements, training aids such as videos and documentation are all available at this site. Each PolicePro client agency has its own secure page on the Basecamp site where a history of all requests, discussions, To Do lists and files are maintained.



Steamboat Data Systems Inc.

## Terms

Pricing for this project is **\$8,350** payable on acceptance of proposal.

Pricing offered in this agreement is valid until December 31, 2013.

---

David Lundgren  
Vice President

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Date

---

For Port Chester Police Department

---

Date



## Feature Set - PolicePro 12

### Dispatch/Communications

- Touchscreen enabled Dispatch Center
- LightBar feature shows status of all cars or posts
- HotList displays of open, assigned and pending calls
- Automatic History display shows every prior incident at a given location as soon as it's entered
- File Cabinet digital storage: crime scene photos, digital surveillance videos, audio message files, PDFs or scans of other agency arrest cards, reports, etc - all linked to the relevant incident
- New 2012 - "Instant Complainant" feature enables automated entry of persons from library on new incidents to significantly speed dispatch creation
- New 2013 - QuickPick logic allows one-click assignment of officers to calls

### Arrests

- Full arrest booking with digital booking photo storage
- Full RIC1 LiveScan integration - no duplicate work in arrest bookings
- Linked codefendants show you at a glance who any person has been arrested with in the past for investigative purposes
- "Intelligent" fields know which ones are necessary for department reporting and prompt user to insure proper entry
- Criminal charges selected from list library: no typing!
- Vehicle data and image fields allow embedding pictures of defendant vehicle for possible future investigative reference
- Output to paper or PDF for easy transfer to another agency or DA's/Prosecutor's Office

### Criminal Complaints, Depositions and Statements

- Criminal/Penal Law charges selected from list as in Arrests
- Persons for documents selected from people already in the case - no redundant typing
- Intelligent Access Restriction allows any entry to be selectively restricted from viewing or printing - think Internal Affairs and sex crime cases
- Secured reporting to restrict access to need-to-know personnel when desired



### **Drugs and Narcotics**

- Confidential Informant Registry, secure restricted access
- Expense tracking (controlled buys, CI expenses, etc)
- Case Activity (controlled buys, surveillance records, etc)

### **Evidence**

- New 2013 Property Room management
- Evidence Activity - where it went, dates in and out, and who with
- Barcoding system for evidence is built in and linked with iOS devices for ease of use
- Arrest linking shows who was arrested in connection with any evidence entry
- Existing PolicePro agencies are tracking as many as 25,000 evidence items in some places
- New 2013 - Batch evidence processing and Laboratory submission greatly reduces amount of time and effort in logging and maintaining evidence activity

### **Investigative Leads Management and Case Development**

- Leads/Messaging built in, linked as usual to originating incident
- Major Case management ability built in
- Case Folder: click one button, get every piece of data on any incident as a pile of paper or ONE multi-page PDF file, ready to go to Prosecutor or DA's office

### **Narrative Reporting**

- Write one or a thousand reports on any case - all linked automatically to the originating incident
- Selective Restriction is built in to Narratives as well as Criminal Complaints, Evidence and Depositions
- Assisted report generation assures legible, good looking reports
- Output to paper or PDF

### **Charting**

- One-click charting for onscreen, PDF or paper output (new March 2010)
-



### **Personnel, Training and Equipment**

Complete Personnel records section ties each officer to ALL their activity within PolicePro

- Basic Training Records logging (can be expanded like any other area of PolicePro)
- Department equipment assignment tracking for each officer (service weapons, PR24s, handcuffs, etc.

### **Uniform Crime Reporting (USA)**

- New Domestic Crime data collection and reporting built in as of PolicePro 10, 2009
- One button reporting with automatic error checking - won't let you send an incomplete report

### **Use of Force Reporting**

- Once again, linked automatically to originating incident
- Use of Force reporting becomes a part of the case file

### **Warrants and Due Diligence**

- All warrant activity can be easily entered and tracked
- Outstanding CYA resource when someone emerges saying "nothing was done" to try and apprehend a warrant suspect later on
- Demonstrable Due Diligence resource for above scenarios

### **PolicePro 2 Go**

- Remote, wireless or 3G access to your PolicePro system from an iPad or iPhone
- Review, create, edit records just as you would on a desktop or laptop computer for fraction of cost
- The Gold Standard for Chiefs, administrators and other specialized mission personnel



Steamboat Data Systems Inc.

### **Other/outside technology integration**

- eJustice integration
- Complete Audit Tracking keeps a record of all activity in the system
- Print Audit Tracking tells you who printed what reports, when and on what computers
- User Activity Logs keep record of all sign-on and sign-off activity - who was on, where and when
- New 2011 - Sealed Records restrict access to entire case structure of incidents subject to judicial Sealing Orders
- New 2012 - Medical and Persona Non Grata features
- New 2013 - Completely integrated Document Management System allows storage of content created outside PolicePro along with native content for Reports and Criminal Court documents
- New 2013 - SafeSite business and public entity resource
- New 2013 - Full LiveScan integration
- New 2013 - PDF based Document Management system introduced

REPORT  
OF  
THE VILLAGE MANAGER



# Village of Port Chester

## Office of the Village manager

### MEMORANDUM

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TO: Mayor and the Board of Trustees

FROM: Christopher D. Steers, Village Manager

DATE: October 21<sup>st</sup>, 2013

RE: Updates

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#### ACTIONS:

1. **Police Vehicles:** The police motorcycles have been received and final outfitting of same underway.
2. **RFP for Technical Assistance, Financial Services, and Economic Development:** the joint RFP process has been completed. The National Development Council has been chosen as the finalist by both the IDA and the BOT. The final cost sharing agreement / resolution with the IDA is on this agenda.

#### PROJECTS:

1. **Town of Rye Move:** As you are aware the Mayor and staff have been meeting with officials from the Town of Rye relating the relocation of all Town operations to Village Hall. At this time it looks like they will be occupying approximately 4000 square feet or 50% of the third floor and a shared space and operations at the court House. The final details of the agreement are being worked out with a target occupancy date of January 2014.
2. **Street Paving Program:** Street paving has been mobilized and due to be completed by next week (see adjusted attached list). The following streets remained to be paved:
  - North Regent: *Glen Ave to Putnam Terrace*
  - Poningo Street: *Parker to King St*
  - Austin Place: *Hobart to Putnam Ave*
  - Hawley Ave: *King Street to Munson St*

3. **350 North Main Street:** Again all of the violations relating to the initial PESH notice of Violation have been corrected. The Violations enumerated in the secondary notice of violation are being corrected. Steps related to concerns are as follows:

- *Work Place Violence training:* Training completed. Program being developed.
- *Right –to- Know program.* Training has been completed. Program being developed.
- *Blood Borne Pathogens program:* Training has been completed. Program being developed.
- *Hepatitis B Vaccination:* RFP completed and Dr. selected. Vaccinations being scheduled within the next few weeks.
- *Hazard Communication Program:* Training has been completed. Program being developed.

**Pending Capital Improvements:** The proposed capital improvements to the building continue to move forward. The brick probing is being conducted, preliminary results show no ties found. Asbestos and lead survey for evidence room build out completed, no lead or asbestos found. This allows us to move forward with demo and renovation of the space including routing of new drainage work.

Emergency repairs due to closure of Cell Blocks: Again, the project is being approached as a maintenance and repair program based on existing conditions and not an architectural alteration or improvement effort. Steps thus far:

- The BRITEX Universal Combination Toilet Fixture were received.
- Joe Marino of Expert Auto collision and repair, and Welding has completed the initial repair and installation of the corroded steel in the affected cells. Templates and cuts for the plumbing lines are being conducted on site.
- Alan Lee of Alvar Lee Plumbing and Heating has completed all the removal of the old plumbing lines and fixtures, installation and additional drain lines are being conducted in coordination with the placement of the Universal Combination Toilet Fixture.

4. **Traffic signal and road improvements located at the intersections of Pearl & Broad at Westchester Ave:** The Pending issues regarding the pole siting along have been resolved. The pole being placed in front of El Tio restaurant will be placed 2' from the face of the curb so that there is a 5 foot sidewalk between the building and the pole. Plus sidewalk repair by owner, etc. The project will be completed within the next few weeks.

5. **NIXLE 360:**

Implementation Status:

- Staff has completed system integration with our phone system, Email system, and Web portal.
- The Emergency Service Listing (ESL) has been received from Verizon and said data has been imported into the system.
- For all intents and purposes the Nixle system is fully functional; however some testing needs to be done before an official “Go Live” date is given. We have a short demo and some Q&A. We intend to do a live test Village Wide within the first two weeks of November.

- 6. Pay Station / Meter Request for Proposals:** Contract is being finalized. Currently 46 Pay Stations being installed: 2 AC powered and the remaining 24 are solar powered. Siting has been completed. Pad preparation for installation underway. Coordination with Comp Plus relating to hand held devices upgrades underway. Significant potential for addition pay station placement and realization of additional revenues identified (see presentation).

## PRIORITIES

- 1. Code Enforcement:** The non-discriminatory code enforcement and building code compliance program continues. Significant increases in productivity have been achieved. Demands on resources continue to increase. The follow up to the needs assessment has been completed and results of same will be discussed by the Building Inspector / Code Enforcement Director at the BOT meeting. Follow up to be presented by the Building Inspector at this meeting.
- 2. Amnesty Program:** Final extension of program is on this BOT agenda.
- 3. Sewer Rent:** Again, the Joint Petition was completed and filed with the PSC. Pending 60 days for their review. The 60 day time frame, which is for review / comment, began on or about August 15<sup>th</sup>. In the interim a joint letter of support relating to the petition was drafted and released to the Public Service Commission by Senator Latimer and Assemblyman Ottis (attached). Mr. Dichter has forwarded the following update:

*“We are making substantial progress through the Public Service Commission. The policy questions have ended and the PSC Staff has moved on to accounting questions related to implementation of the billing. We are still pushing for the matter to go before the Commission during November. In the words of the head of Staff for the Water Division of the Commission, there is "momentum" towards approval.*

*Likewise, we have had several conferences with United Water to finalize terms of the agreement, including addressing the comments of the Board of Trustees, as well as address discovery requests of the Staff. There are no significant differences of the parties on the terms of the agreement. Recognizing we are moving along in the process, we are coordinating with United Water to set up a meeting to get everything in place to commence billing as soon as possible upon Commission review.”*

- 4. Bulkhead:** Again, staff has held several meetings regarding the pending replacement permit application / amendment. Staff has reached out to DEC management to request a site visit prior to the submittal of the amended permit in order to educate DEC about the conditions on the ground and the importance of our efforts. DEC has since requested additional documentation including photos of the area to review prior to their site visit. Photo tour from the Byram River conducted on 10/17/13. Follow up report to DEC is being prepared.

Attachments.

CC: Senior / Executive Staff  
Maryanne Veltri, Office Assistant  
File

## Port Chester 2013 Paving List

**Highlighted streets remain to be completed.**

Abendroth Avenue – From Willett Avenue to New Pavement (29,360 sf) **Completed**

Clinton Street – From South Regent Street to Soundview Street (26,135 sf) **Completed**

Eldridge Street – From Midland Avenue to Grace Church Street (24,730 sf) **Completed**

Grace Church Street – From Sands Street to Midland Avenue (12,980 sf) **Completed**

North Regent Street – From Irving Avenue to Westchester Avenue (14,372 sf) **Completed**

Olivia Street – From South Regent Street to Spring Street (27,362 sf) **Completed**

Upland Street – From King Street to High Point In Roadway (35,000 sf) **Completed**

Soundview Avenue – From Clinton Street to William Street (9,010 sf) **Completed**

Wesley Avenue – From Irving Avenue to Westchester Avenue (13,865 sf) **Completed**

From Irenhyl Avenue to Barton Place (10,705 sf) **Completed**

**Austin Place – From Hobart Avenue to Putnam Avenue (10,255 sf)**

**From Putnam Terrace to Glen Avenue (34,166 sf)**

**Hawley Ave -- King Street to Munson Street**

**Poningo Street – From King Street to Parker Street (22,970 sf)**

# Hepatitis B Vaccine

## What You Need to Know

Many Vaccine Information Statements are available in Spanish and other languages. See [www.immunize.org/vis](http://www.immunize.org/vis)

Hojas de Información Sobre Vacunas están disponibles en Español y en muchos otros idiomas. Visite [www.immunize.org/vis](http://www.immunize.org/vis)

### 1 What is hepatitis B?

Hepatitis B is a serious infection that affects the liver. It is caused by the hepatitis B virus.

- In 2009, about 38,000 people became infected with hepatitis B.
- Each year about 2,000 to 4,000 people die in the United States from cirrhosis or liver cancer caused by hepatitis B.

Hepatitis B can cause:

**Acute (short-term) illness.** This can lead to:

- loss of appetite
- diarrhea and vomiting
- tiredness
- jaundice (yellow skin or eyes)
- pain in muscles, joints, and stomach

Acute illness, with symptoms, is more common among adults. Children who become infected usually do not have symptoms.

**Chronic (long-term) infection.** Some people go on to develop chronic hepatitis B infection. Most of them do not have symptoms, but the infection is still very serious, and can lead to:

- liver damage (cirrhosis)
- liver cancer
- death

Chronic infection is more common among infants and children than among adults. People who are chronically infected can spread hepatitis B virus to others, even if they don't look or feel sick. Up to 1.4 million people in the United States may have chronic hepatitis B infection.

Hepatitis B virus is easily spread through contact with the blood or other body fluids of an infected person. People can also be infected from contact with a contaminated object, where the virus can live for up to 7 days.

- A baby whose mother is infected can be infected at birth;
- Children, adolescents, and adults can become infected by:
  - contact with blood and body fluids through breaks in the skin such as bites, cuts, or sores;
  - contact with objects that have blood or body fluids on them such as toothbrushes, razors, or monitoring and treatment devices for diabetes;
  - having unprotected sex with an infected person;
  - sharing needles when injecting drugs;
  - being stuck with a used needle.

### 2 Hepatitis B vaccine: Why get vaccinated?

Hepatitis B vaccine can prevent hepatitis B, and the serious consequences of hepatitis B infection, including liver cancer and cirrhosis.

Hepatitis B vaccine may be given by itself or in the same shot with other vaccines.

Routine hepatitis B vaccination was recommended for some U.S. adults and children beginning in 1982, and for all children in 1991. Since 1990, new hepatitis B infections among children and adolescents have dropped by more than 95%—and by 75% in other age groups.

Vaccination gives long-term protection from hepatitis B infection, possibly lifelong.

### 3 Who should get hepatitis B vaccine and when?

#### Children and adolescents

- Babies normally get 3 doses of hepatitis B vaccine:

1st Dose:	Birth
2nd Dose:	1-2 months of age
3rd Dose:	6-18 months of age

Some babies might get 4 doses, for example, if a combination vaccine containing hepatitis B is used. (This is a single shot containing several vaccines.) The extra dose is not harmful.

- Anyone through 18 years of age who didn't get the vaccine when they were younger should also be vaccinated.

#### Adults

- All unvaccinated adults at risk for hepatitis B infection should be vaccinated. This includes:
  - sex partners of people infected with hepatitis B,
  - men who have sex with men,
  - people who inject street drugs,
  - people with more than one sex partner,
  - people with chronic liver or kidney disease,
  - people under 60 years of age with diabetes,
  - people with jobs that expose them to human blood or other body fluids,



- household contacts of people infected with hepatitis B,
- residents and staff in institutions for the developmentally disabled,
- kidney dialysis patients,
- people who travel to countries where hepatitis B is common,
- people with HIV infection.
- Other people may be encouraged by their doctor to get hepatitis B vaccine; for example, adults 60 and older with diabetes. Anyone else who wants to be protected from hepatitis B infection may get the vaccine.
- Pregnant women who are at risk for one of the reasons stated above should be vaccinated. Other pregnant women who want protection may be vaccinated.

Adults getting hepatitis B vaccine should get 3 doses—with the second dose given 4 weeks after the first and the third dose 5 months after the second. Your doctor can tell you about other dosing schedules that might be used in certain circumstances.

## 4 Who should not get hepatitis B vaccine?

- Anyone with a life-threatening allergy to yeast, or to any other component of the vaccine, should not get hepatitis B vaccine. Tell your doctor if you have any severe allergies.
- Anyone who has had a life-threatening allergic reaction to a previous dose of hepatitis B vaccine should not get another dose.
- Anyone who is moderately or severely ill when a dose of vaccine is scheduled should probably wait until they recover before getting the vaccine.

Your doctor can give you more information about these precautions.

Note: You might be asked to wait 28 days before donating blood after getting hepatitis B vaccine. This is because the screening test could mistake vaccine in the bloodstream (which is not infectious) for hepatitis B infection.

## 5 What are the risks from hepatitis B vaccine?

Hepatitis B is a very safe vaccine. Most people do not have any problems with it.

The vaccine contains non-infectious material, and cannot cause hepatitis B infection.

Some mild problems have been reported:

- Soreness where the shot was given (up to about 1 person in 4).
- Temperature of 99.9°F or higher (up to about 1 person in 15).

Severe problems are extremely rare. Severe allergic reactions are believed to occur about once in 1.1 million doses.

A vaccine, like any medicine, could cause a serious reaction. But the risk of a vaccine causing serious harm, or death, is extremely small. More than 100 million people in the United States have been vaccinated with hepatitis B vaccine.

## 6 What if there is a serious reaction?

### What should I look for?

- Look for anything that concerns you, such as signs of a severe allergic reaction, very high fever, or behavior changes.

Signs of a severe allergic reaction can include hives, swelling of the face and throat, difficulty breathing, a fast heartbeat, dizziness, and weakness. These would start a few minutes to a few hours after the vaccination.

### What should I do?

- If you think it is a severe allergic reaction or other emergency that can't wait, call 9-1-1 or get the person to the nearest hospital. Otherwise, call your doctor.
- Afterward, the reaction should be reported to the Vaccine Adverse Event Reporting System (VAERS). Your doctor might file this report, or you can do it yourself through the VAERS web site at [www.vaers.hhs.gov](http://www.vaers.hhs.gov), or by calling **1-800-822-7967**.

*VAERS is only for reporting reactions. They do not give medical advice.*

## 7 The National Vaccine Injury Compensation Program

The National Vaccine Injury Compensation Program (VICP) is a federal program that was created to compensate people who may have been injured by certain vaccines.

Persons who believe they may have been injured by a vaccine can learn about the program and about filing a claim by calling **1-800-338-2382** or visiting the VICP website at [www.hrsa.gov/vaccinecompensation](http://www.hrsa.gov/vaccinecompensation).

## 8 How can I learn more?

- Ask your doctor.
- Call your local or state health department.
- Contact the Centers for Disease Control and Prevention (CDC):
  - Call **1-800-232-4636 (1-800-CDC-INFO)** or
  - Visit CDC's website at [www.cdc.gov/vaccines](http://www.cdc.gov/vaccines)

## Vaccine Information Statement (Interim) Hepatitis B Vaccine

2/2/2012

42 U.S.C. § 300aa-26

Office Use Only



# **ASBESTOS & LEAD SURVEY**

**POLICE STATION  
350 NORTH MAIN STREET  
PORT CHESTER, NY 10593**

**Prepared for:**

**VILLAGE OF PORT CHESTER  
222 GRACE CHURCH STREET  
PORT CHESTER, NY 10593**

**C/O DOLPH ROTFELD ENGINEERING  
200 WHITE PLAINS ROAD  
TARRYTOWN, NY 10591**

**Prepared by:**

**Niche Analysis, Inc.  
399 Knollwood Road, Suite 208  
White Plains, NY 10603  
NICHE Project No.: 13-16013**

**Signed for Niche Analysis, Inc. by:**



**Bing Liang  
Director of Operations  
October 18, 2013**



# NICHE ANALYSIS, INC.

---

Client: Village of Port Chester  
222 Grace Church Street  
Port Chester, NY 10593

c/o  
Dolph Rotfeld Engineering  
200 White Plains Road  
Tarrytown, NY 10591

Attn: Mr. Daniel Peluso

Subject Property: Police Station  
350 North Main Street  
Port Chester, NY 10593

**Subject: Assessment Report for Asbestos Containing Material  
& Lead-Based Paint Investigation**

NICHE Project #: 13-16013

Survey Date: October 08, 2013

Dear Mr. Peluso:

Niche Analysis, Inc. (NICHE) was retained by The Village of Port Chester to conduct an preliminary Asbestos Containing Material (ACM) and Lead-Based Paint (LBP) survey investigation for the property located at 350 North Main Street, Port Chester, New York (hereby known as the subject property). Mr. Bing Liang (NYS Asbestos Inspector Certificate No.: 90-02814 & EPA Risk Assessor Certificate No.: NY-R-6582-3) of NICHE conducted the survey on October 08, 2013. The inspection was conducted with the purpose of determining the presence of ACM and LBP in the subject property in the building structures for the upcoming interior renovation plans.

The subject area is located on the 1<sup>st</sup> floor west section of the building. To determine the presence of ACM and LBP, NICHE conducted visual assessments, bulk sampling and laboratory analysis of the building materials contained within the subject property.

---

A total of sixteen (16) bulk samples were collected in representative locations throughout the subject property. Bulk sample were collected from various locations of the subject property (wall, ceiling, and flooring materials), minimum number of samples were collected for each homogenous area and/or contaminated component of the subject property in accordance with USEPA and NYC regulations. Sample analysis to determine the presence of asbestos fibers was performed via Polarized Light Microscopy (PLM) methods in accordance with procedures described in United States Environmental Protection Agency's (EPA's) publication "Method for Determination of Asbestos in Bulk Building Materials", dated July 1993 (and also as EPA 600/M4/82/020) and New York State Department of Health, Environmental Laboratory Approval Program (NYSDOH-ELAP) method 198.1 "Polarized Light Microscope Methods for Identifying and Quantitating Asbestos in Bulk Samples". Roofing materials (Non-friable Organically Bound Material-NOB) were analyzed via Transmission Electron Microscopy (TEM) method in accordance with NYSDOH-ELAP method 198.6 and 198.4 "TEM Method for Identifying and Quantitating Asbestos in Non-Friable Organically Bound Bulk Samples".

A total of six (6) paint samples were collected in representative locations at the subject property. Paint sample were collected from various locations of the subject property (wall and ceiling). Sample analysis to determine the presence of lead was performed via Atomic Absorption Spectrophotometer (AAS) methods in accordance with procedures described in United States Environmental Protection Agency (EPA) Method, EPA SW 846-3050/7420.

**Based on field reconnaissance and sample analysis, NICHE concluded none of the collected building materials are asbestos containing material (ACM):**

- **Wall Plaster (white coat & brown coat)**
- **Floor Tile & Mastic**

**There is no lead-based paint (LBP) found during this inspection:**

- **Wall Paint**
- **Ceiling Paint**

As per New York State Department of Labor Code Rule Title 56, EPA regulations and NYC DEP Title 15, ACM materials must be removed by trained and licensed personnel prior to any demolition /renovation /disturbance activity. Air

monitoring within the affected area must also be performed during the entire length of abatement activities.

The results of this survey are based upon the actual inspection and results of PLM/AAS analysis of the building materials and paint sampled. These results only apply to the area actually inspected by the NICHE inspector, and do not include any ACM that may be present in the areas hidden or non-accessible areas or not requested areas. In the event of those areas become accessible, it is requested that NICHE ANALYSIS, INC. be contacted immediately.

This asbestos survey report is true to the best of our knowledge. All statements relative to legal use and code compliance of building express the inspector's professional opinion only and are subject to final determination by those governmental agencies having jurisdiction.

Niche Analysis, Inc. appreciates the opportunity to serve your organization. Please contact us with any further questions. We look forward to working with you again in the future.

Sincerely,  
**NICHE ANALYSIS, INC.**



Bing Liang  
Director of Operations

cc: filed as 13-16013

**APPENDIX A**

**BUILDING MATERIALS ANALYSIS REPORTS  
(PLM ANALYSIS)**



# NICHE ANALYSIS, INC.

399 KNOLLWOOD ROAD, SUITE 208 • WHITE PLAINS, NY 10603  
 TEL: (914) 288-0805 • FAX: (914) 288-0807

## BULK SAMPLE ANALYSIS REPORT

VILLAGE OF PORTCHESTER  
 222 GRACE CHURCH STREET  
 PORT CHESTER, NY 10593  
 PHONE: (914) 631-8600; FAX: (914) 631 5769

NICHE FILE: 13-16013-1

<b>LOCATION</b>	Police Station	<b>ANALYST</b>	Bing Liang
<b>PROJECT ADDRESS</b>	350 North Main Street Port Chester, NY	<b>DATE SAMPLED</b>	10-08-13
		<b>DATE RECEIVED</b>	10-08-13
		<b>DATE ANALYZED</b>	10-10-13

Sample No.	Type of Material	Appearance	Sample Location	Asbestos Content and Percent	Non-Asbestos Fiber Content and Percent	Non Fibrous
1A	Wall Plaster (White Coat)	Off White White	1 <sup>st</sup> Floor/ Southwest Office/ Closet/ West Wall	ND	ND	5% Paint 95% Gypsum
1B	Wall Plaster (Brown Coat)	Brown	1 <sup>st</sup> Floor/ Southwest Office/ Closet/ West Wall	ND	Trace Cellulose	100% Mineral Filler
2A	Wall Plaster (White Coat)	Off White White	1 <sup>st</sup> Floor/ Northwest Office/ Bathroom/ East Wall	ND	ND	5% Paint 95% Gypsum
2B	Wall Plaster (Brown Coat)	Brown	1 <sup>st</sup> Floor/ Northwest Office/ Bathroom/ East Wall	ND	2% Cellulose	98% Gypsum
3A	Wall Plaster (White Coat)	White	1 <sup>st</sup> Floor/ South Corridor/ West Side/ South Wall	ND	ND	8% Paint 92% Mineral Filler
3B	Wall Plaster (Brown Coat)	Brown	1 <sup>st</sup> Floor/ South Corridor/ West Side/ South Wall	ND	1% Cellulose 1% Hair	98% Mineral Filler
4A	Ceiling Plaster (White Coat)	White	1 <sup>st</sup> Floor/ Northwest Office/ West Middle of Ceiling	ND	ND	5% Paint 95% Gypsum
4B	Ceiling Plaster (Brown Coat)	Brown	1 <sup>st</sup> Floor/ Northwest Office/ West Middle of Ceiling	ND	2% Cellulose	98% Mineral Filler
5A	Ceiling Plaster (White Coat)	White	1 <sup>st</sup> Floor/ Southwest Office/ South Middle of Ceiling	ND	ND	8% Paint 92% Gypsum
5B	Ceiling Plaster (Brown Coat)	Brown	1 <sup>st</sup> Floor/ Southwest Office/ South Middle of Ceiling	ND	Trace Cellulose	100% Mineral Filler
6A	Ceiling Plaster (White Coat)	White	1 <sup>st</sup> Floor/ Corridor/ Bathroom/ Southeast of Ceiling	ND	ND	5% Paint 95% Gypsum
6B	Ceiling Plaster (Brown Coat)	Brown	1 <sup>st</sup> Floor/ Corridor/ Bathroom/ Southeast of Ceiling	ND	Trace Cellulose	100% Mineral Filler

**Note 1:** The balance of each sample is non-fibrous particulates. Please contact us promptly if you have any question about these results. Analysis was performed by using "Point Count Technique" as required and recommended by the New York State Department of Health and USEPA Interim Method for "Identification of Asbestos Fibers in Bulk Samples". This report must not be used by the client to claim product endorsements by NVLAP or any agency of the US government. This report relates only to the items listed. NICHE's liability not to exceed the invoice amount. All samples were collected by NICHE's NYSDDL licensed Asbestos Inspector.

\*Polarized light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos-containing.

**Note 2:** NOB samples were prepared and analyzed in accordance with ELAP 198.6, by NICHE's sub-lab, Cardno ATC, Inc., an ELAP approved laboratory (ELAP # 10879).



# NICHE ANALYSIS, INC.

399 KNOLLWOOD ROAD, SUITE 208 • WHITE PLAINS, NY 10603  
TEL: (914) 288-0805 • FAX: (914) 288-0807

SAMPLE ANALYSIS BY:	POLARIZED LIGHT MICROSCOPY – DISPERSION STANDING (PLM-DS)
METHOD OF SAMPLE PREPARATION & ANALYSIS:	ALL SAMPLES WERE PREPARED AND ANALYZED IN ACCORDANCE WITH THE NYSDOH ELAP "POLARIZED-LIGHT MICROSCOPE METHODS FOR IDENTIFYING AND QUANTITATING ASBESTOS IN BULK SAMPLES" ELAP ITEM 198.1, 04/14/10
INSTRUMENT:	OLYMPUS POLARIZED LIGHT MICROSCOPY, MODEL BH-2

ND = NONE DETECTED  
ELAP#: 11236

BING LIANG  
Laboratory Director

  
Approved Signatory

**APPENDIX B**

**BUILDING MATERIALS ANALYSIS REPORTS  
(TEM ANALYSIS)**



# NICHE ANALYSIS, INC.

399 KNOLLWOOD ROAD, SUITE 208 • WHITE PLAINS, NY 10603  
TEL: (914) 288-0805 • FAX: (914) 288-0807

## BULK SAMPLE ANALYSIS REPORT

(NON-FRIABLE ORGANICALLY BOUND MATERIALS BY PLM AND/OR TEM VIA NYS ELAP 198.6 & 198.4)

VILLAGE OF PORTCHESTER  
222 GRACE CHURCH STREET  
PORT CHESTER, NY 10593  
PHONE: (914) 631-8600; FAX: (914) 631 5769

NICHE FILE: 13-16013-2

SUB-LAB	KAM Consultants	BATCH #	152754
LOCATION	Police Station	COLLECTED BY	Bing Liang
PROJECT ADDRESS	350 North Main Street Port Chester, NY	DATE SAMPLED	10-08-13
		DATE RELINQUISHED	10-08-13
		DATE ANALYZED	10-10-13

Sample No.	Type of Material	Appearance	Sample Location	Asbestos Content and Percent	Non-Asbestos Fiber Content and Percent	Non Fibrous
7A	12" x 12" Floor Tile	Beige	1 <sup>st</sup> Floor/ Southwest Office/ By Closet Entrance	ND	ND	ND
7B	Mastic	Yellow	1 <sup>st</sup> Floor/ Southwest Office/ By Closet Entrance	<1% Chrysotile	ND	ND
8A	12" x 12" Floor Tile	Beige	1 <sup>st</sup> Floor/ Corridor/ West Section/ South	ND	ND	ND
8B	Mastic	Yellow	1 <sup>st</sup> Floor/ Corridor/ West Section/ South	ND	ND	ND

Note: All NOB samples were prepared and analyzed in accordance with NYS DOH – ELAP methods 198.6 and 198.4 via Transmission Electron Microscopy (TEM) by NICHE’s sub-lab, KAM Consultants, an ELAP approved lab (ELAP # 11273), and this report is generated with their permission and approval. All samples were collected by NICHE’s NYSDOL licensed Asbestos Inspector.

SAMPLE ANALYSIS BY:	POLARIZED LIGHT MICROSCOPY (PLM) AND/OR TRANSMISSION ELECTRON MICROSCOPY (TEM)
METHOD OF SAMPLE PREPARATION & ANALYSIS:	ALL SAMPLES WERE PREPARED AND ANALYZED IN ACCORDANCE WITH THE NYS DOH ELAP METHODS 198.6 "POLARIZED-LIGHT MICROSCOPE METHOD FOR IDENTIFYING AND QUANTITATING ASBESTOS IN NON-FROABLE ORGANICALLY BOUND BULK SAMPLES", AND 198.4 "TRANSMISSION ELECTRON MICROSCOPE METHOD FOR IDENTIFYING AND QUANTITATING ASBESTOS IN NON-FRIABLE ORGANICALLY BOUND BULK SAMPLES".

ND = NONE DETECTED  
ELAP#: 11236

BING LIANG  
Laboratory Director

  
Approved Signatory

**APPENDIX C**

**PAINT CHIPS ANALYSIS REPORTS  
(AAS ANALYSIS)**



KAM CONSULTANTS  
 35-40 36th Street  
 Long Island City  
 New York, 11106  
 Tel: (718) 729-1997  
 Fax: (718) 729-1876

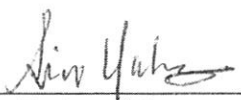
**ANALYSIS REPORT FOR LEAD IN PAINT CHIPS**


**Client :** NICHE ANALYSIS  
**Project#:**  
**Building Address:** 350 North Main Street, Village of Port Chester  
**Date and Time of Collection:** 10/08/13  
**Samples Collected by:** Client  
**Lab ID #:** 152755 (152755-1 to 152755-6)

Sample #	Sample Description / Location	Analyte	Lab Results (%)	Remarks
P-1	South Corridor / West Section / South Wall – Wall Paint (White)	Pb	0.07	
P-2	NW Office / Bathroom / East Wall – Wall Paint (White)	Pb	0.19	
P-3	NW Office / North Wall / Behind Wood Panel – Wall Paint (Mauve)	Pb	0.07	
P-4	SW Office / South of Ceiling – Ceiling Paint (White)	Pb	0.17	
P-5	Corridor / Bathroom / East of Ceiling – Ceiling Paint (White)	Pb	0.14	
P-6	NW Office / West of Ceiling – Ceiling Paint (White)	Pb	0.17	

**Analysis by :** Flame AAS  
**MDL :** 0.0024% (Pb w/w)  
**RL:** 0.01%  
**Method of Analysis :** EPA 7000B/3050B  
**Regulatory Limit :** 0.5% (Pb w/w)

**Date Received :** 10/09/13  
**Date of Analysis :** 10/10/13  
**Date of Report:** 10/10/13

**Analyst:**   
 Yudong Lin

**Lab Director:**   
 George Kouvaras

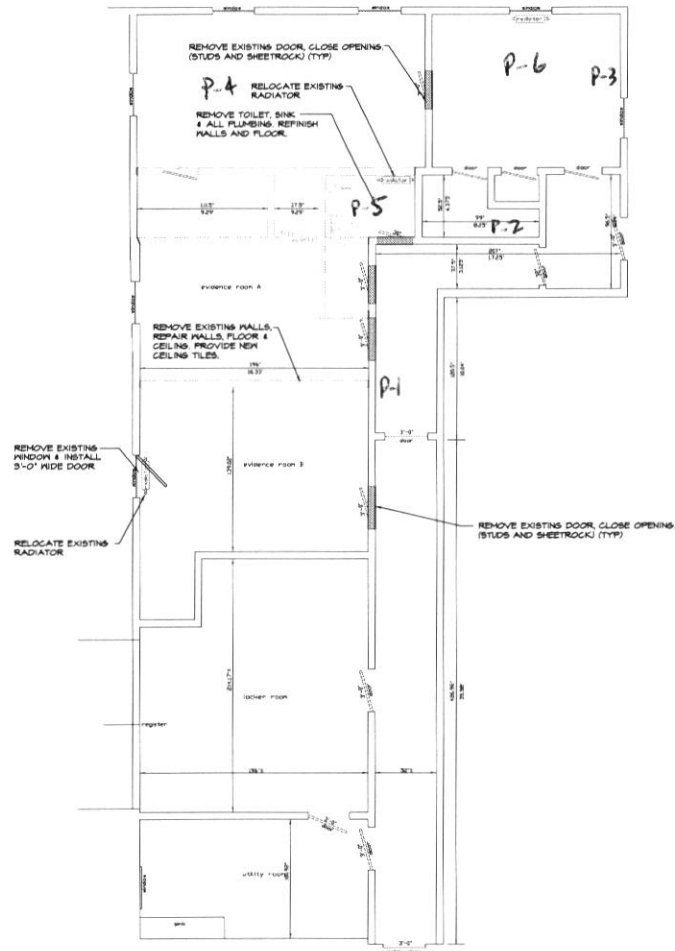
- \*Results relate only to the items tested.
- \*Sample Condition upon receipt: Acceptable
- \*Analytical Quality Control Requirements were met for this set of samples.
- \*Collection procedures, protocols and sample locations are based on information provided by the client submitting the samples; and as such, KAM Consultants disclaims any knowledge of and liability for the accuracy and completeness of this information.
- \*If the result includes a "less than" sign ("<"), the result reported is below the reporting limit (RL) and should be considered to have an increased quantitative uncertainty.

NYS-DOH ELAP # : 11273

**APPENDIX D**

**SAMPLING DIAGRAM**





Paint Samples

PLAN  
SCALE 1/4"=1'-0"

ANY ALTERATIONS OR REVISIONS OF THESE PLANS, UNLESS DONE BY OR UNDER THE DIRECTION OF THE NYS LICENSED AND REGISTERED ENGINEER THAT PREPARED THEM, IS A VIOLATION OF THE NYS EDUCATION LAW.

THIS PLAN NOT VALID FOR CONSTRUCTION WITHOUT ENGINEER'S SEAL & SIGNATURE	_____ _____ _____ _____ _____ _____ _____	INTERIOR RENOVATIONS POLICE STATION 350 NORTH MAIN STREET VILLAGE OF PORT CHESTER, N.Y.	sheet
	Date: 8/28/13 Design by: DR Drawn by: PF Check by: DR Copyright © 2013		<b>dolph rotfeld engineering, p.c.</b> 200 White Plains Road, Tarrytown, NY 10591 (914) 634-8200



- Building Safer Communities Together

nixle is the first **identity-certified** and **secure** communication service that allows local, county, & state agencies to connect with the public, in real-time, via text message, email, voice, and over the web.



The screenshot displays the Nixle Connect interface. At the top, it says "Recent Publications". Below this, there are three entries:



- Advisory** 2:09 PM EST December 01, 2011  
Sent by: [Lansing Fire](#)  
M L King between Grand River and... [More »](#)
- Advisory** 11:06 AM PST December 01, 2011  
Sent by: [Arcadia Police Department](#)  
Huntington Dr & Santa Clara St h... [More »](#)
- Alert** 11:05 AM PST December 01, 2011  
Sent by: [Pasadena Police Department - C/](#)  
City of Pasadena declares a loca... [More »](#)

Below the publications, there is a section titled "What's happening where you live?". It features a search bar with the placeholder text "Enter your address, town name or zip code" and a "Go!" button.

 Text message your  
**ZIP CODE** or **KEYWORD** to **888777**



## More than just a text message




Registered Users      Already Using Nixle by Phone?

Username  Password

Remember me      [Forgot your password?](#)

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« Back | Full Notification

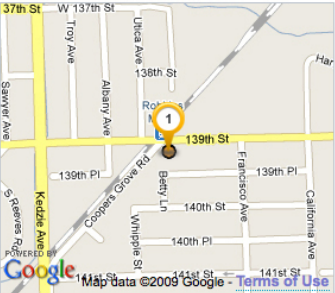



Entered By: Nicetown Police Department

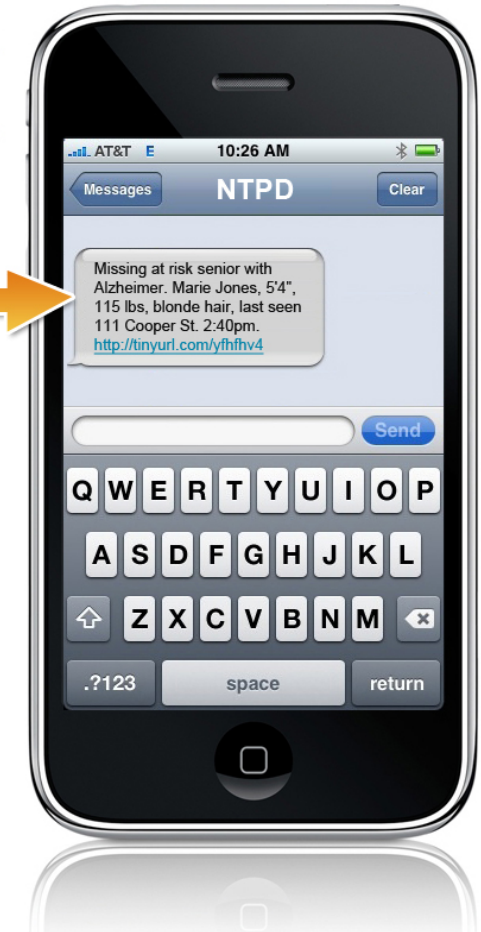
Entered On: Thursday December 10th, 2009 :: 11:55 a.m. EST · Expires In: 2 days, 16 hours

**Missing at risk senior with Alzheimer. Marie Jones, 5'4", 115 lbs, blonde hair, last seen 111 Cooper St. 2:40pm.**

Today at 2:40pm Marie Jones, age 68, was last seen wandering from her home located at 111 Cooper St. Marie has Alzheimer's. We need your help in locating her. She has short blonde hair and was last seen wearing blue jeans and a red sweater. There are reports that she was headed towards the intersection of Cooper St. and Wyoming Ave. Anyone with information should contact 9-1-1 immediately. Marie is non-violent and has a friendly disposition.



111 Cooper Street  
Nicetown, IL 08052



## Over 6,300 Agencies in all 50 states use Nixle

### Major Police Departments

- Los Angeles, CA
- Chicago, IL
- Dallas, TX
- Honolulu, HI
- Newark, NJ
- Albany, NY
- Amarillo, TX
- Marietta, GA
- Beverly Hills, CA
- Green Bay, WI
- Cincinnati, OH
- Kansas City, MO

### County Sheriff Departments

- Ventura County, CA
- Los Angeles County, CA
- Paulding County, GA
- Oklahoma County, OK
- Wicomico County, MD
- Jacksonville County, FL
- San Diego County, CA

### State Agencies

- New Jersey State Police
- Louisiana State Police
- California Highway Patrol
- SC Highway Patrol
- Kansas Highway Patrol
- OK State Bureau of Investigation
- Alaska Dept. of Public Safety

**Missing girl found in Lusby after alert sent out**

**Valdese police, Burke deputies collar Forest City bank robber**

**Public helps find lost child with Down syndrome**

**Hit-and-run reported on Nixle has been solved**

**SF Police Use Technology To Find Missing Children**

**Nixle Alerts Help Identify Suspects**

**Police credit alert system in aiding in arrests**

# **NIXLE AN ASSET TO THE COMMUNITY**

**Police alert results in missing elderly man being located**

**Technology Finds Missing Girls**

**Social media clicks with officials, residents during Hurricane Sandy and after**



*Building Safer Communities Together*

Thank you for your time! Please feel free to contact me if you'd like to learn how Nixle can help keep *your* community safer.

Tommy Herbst

877.649.5362 x303  
tommy.herbst@nixle.com



Village of  
**PORT CHESTER, NEW YORK**

Parking Program Upgrade Update and  
Phase Two Recommendations  
October 2013

October 18<sup>th</sup>, 2013

By: Christopher D. Steers, Village Manager





# Parking Program Upgrade Discussion Report Contents

---

- ▶ **Progress and Issues**
- ▶ **Needs and Expectations**
- ▶ **Next Phase Recommendations**
- ▶ **Q&A**





## ▶ Progress and Issues



# Parking Program Upgrade Discussion

## Review of Budgeted Parking Program Updates

- **Adjust Parking Fees to \$1.00 an Hour.**

**Complete.**

- **Extend Metered Parking hours to 9PM Monday-Saturday.**

**Complete.**

- **Complete conversion of existing coin operated meters to Pay Stations.**

**In progress.**



# Parking Program Upgrade Discussion

**Extension of parking hours coincided with increase in ticket writing.**

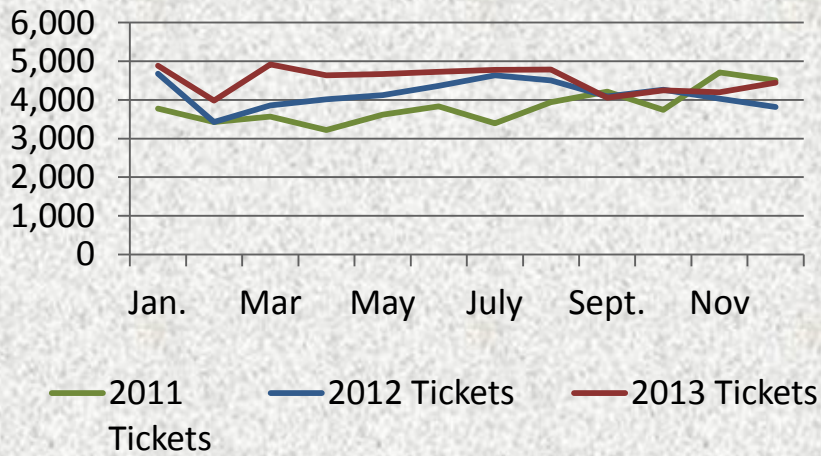
## Village of Port Chester Parking Violations

	2011 Tickets	2011 Revenue	2012 Tickets	2012 Revenue	2013 Tickets	2013 Revenue
Jan.	3,772	\$98,460	4,677	\$165,455	4,888	\$126,915
Feb.	3,427	\$111,060	3,424	\$131,690	3,982	\$120,545
Mar	3,566	\$122,775	3,857	\$124,805	4,920	\$140,180
Apr.	3,224	\$101,150	4,017	\$103,906	4,633	\$142,695
May	3,621	\$106,825	4,121	\$113,325	4,671	\$125,655
June	3,837	\$144,970	4,366	\$103,791	4,725	\$107,995
July	3,393	\$104,995	4,634	\$126,875	4,774	\$130,120
Aug.	3,942	\$125,535	4,506	\$121,370	4,788	\$127,540
Sept.	4,215	\$87,343	4,092	\$101,915	4,059	\$105,920
Oct.	3,743	\$93,155	4,263	\$121,339	4,250	\$130,000
Nov	4,710	\$152,285	4,035	\$105,596	4,200	\$125,000
Dec.	4,506	\$113,975	3,815	\$111,965	4,450	\$120,000
<b>Total</b>	<b>45,956</b>	<b>\$1,362,528</b>	<b>49,807</b>	<b>\$1,432,032</b>	<b>54,340</b>	<b>\$1,502,565</b>

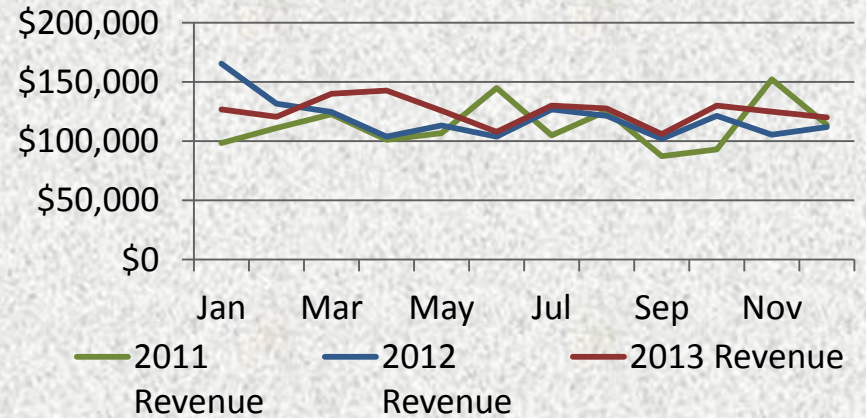


# Parking Program Upgrade Discussion

## Parking Ticket Issuance



## Parking Ticket Revenue





# Parking Program Upgrade Discussion

## Pay Station Progress

- Complete
- RFP finalized and released.
- Proposal received and award made.
- Mapping and scope of work finalized.
- Locations marked and site prep underway.
- Remaining
- Signing of final contract.
- Delivery and installation of units.



# Parking Program Upgrade Discussion

## Pay Station Issues

- **During mapping and scope finalization, changes were made to the proposal which affect the project's budget. We are now proposing an additional 6 units which will cover an additional 73 parking spaces. Overall this change will benefit the revenue potential of the project.**
  - **New locations for Digital meters were identified which will increase revenue but require purchasing of additional units.**
    - These locations include Irving between Palace and Poningo, King North of Pearl, Summerfield Park, Poningo between Westchester and Irving, and several more above the rail bridge on N. Main. Adee between Abendroth and N. Main
  - **We were able to come up with creative solutions eliminating the need for units that we had proposed.**
    - These locations include The Marvin Lot and Lower King
  - **Cost benefit analysis eliminated some locations from our list.**
    - These locations include Highland under the rail bridge, Irving East of Haseco, Horton and N. Main
- **Additional design elements which better utilize our street parking system may require potential code fixes. At the BOT direction they will be submitted to the Traffic Commission and returned for consideration of the board.**



## ▶ Needs and Expectations



# Parking Program Upgrade Discussion

## Original Proposal

- From Memo 6/13/13

**PROJECT SCOPE:** Currently the Draft proposal for a Bid specification for conversion of existing Parking Meters to Digital Pay Station Technology estimates. (see the attached Backup Document for Specific Locations)

- 38 Digital Pay and Display Meters to be installed.
- 369 Coin Operated Parking Meters to be removed.

**PROJECT COST:** The Village solicited a proposal from our previous pay station vendor for an estimate on unit pricing and installation costs. (see the attached Backup Document for Estimate).

Cost	With All Basic AC	With All Solar
Per Unit	\$ 10,000.00	\$ 13,784.20
Modem	\$ 595.00	\$ 595.00
Installation	\$ 250.00	\$ 250.00
Shipping	\$ 500.00	\$ 500.00
Unit Count	43	43
<b>Total</b>	<b>\$ 487,835.00</b>	<b>\$ 650,555.6</b>



# Parking Program Upgrade Discussion

## Needs

- **ITS, our winning RFP respondent proposed a final price of \$12,406 per A/C Power unit and \$12,998 for Solar Power unit.**
- **Our final design calls for 44 Solar Units and 2 A/C Powered Units.**

Unit Type	Unit Count	Unit Price	Unit Total	Total Cost
Solar	44	\$ 12,998	\$571,912	\$596,724
A/C	2	\$ 12,406	\$ 24,812	

- **Because our original proposal was smaller in scope, and in light of the additional revenue increases we will receive from the additional 73 spaces we will cover with only 6 additional units, we recommend putting a 10% contingency in place for this project to buffer the original budget.**



# Parking Program Upgrade Discussion

## Expectations

- **Preparation of locations is underway and should be completed by early November.**
- **Delivery of the units may take up to 6 weeks, putting us on a deadline to have the machines up and running by the end of December.**



## ▶ Next Phase Recommendations



# Parking Program Upgrade Discussion

---

## Expansion of the Parking Program

- **Through the process it has become clear that there is unrealized potential for revenue in similar districts of the village.**
- **An assessment of potential districts for expansion of the parking program indicates an expectation of an additional \$318,000 in potential revenue.**
- **Commuters and patrons of businesses in the down town currently make up the bulk of our paid parking revenue.**
- **Two areas were identified which are similar in zone, use and utilization to the down town paid parking district.**



# Parking Program Upgrade Discussion

## Expansion of the Parking Program

### Midland Avenue

**131 Parking spaces.**

- **Concentration of retail, personal service, restaurant, and automobile related uses.**
- **High utilization compared to some existing paid parking areas.**
- **Potential revenue of \$262,000**

### Horton Avenue

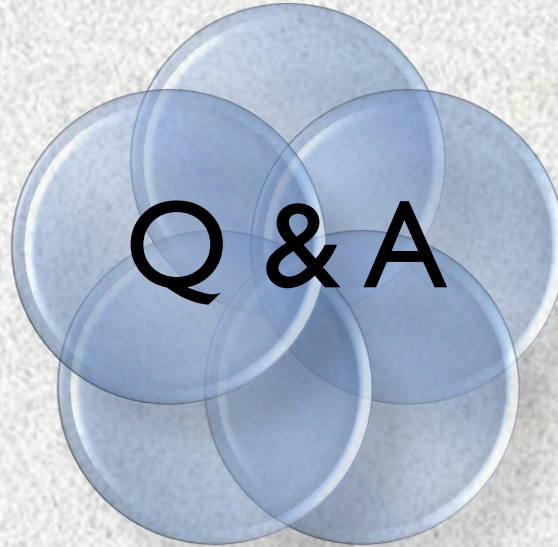
**28 parking spaces.**

- **Concentration of Retail and Industrial use.**
- **Paid parking already exists on Horton on the South side of the street. Expanding to the north side will eliminate availability of parking for those who avoid the existing paid meters.**
- **Landmark Building features dedicated parking garage for tenants.**
- **High utilization compared to some existing paid parking areas.**
- **Potential revenue of \$56,000**



# Parking Program Upgrade Discussion

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# REPORTS

<b>Building Department/ Code Enforcement Performance Analysis: June 2011 thru Current</b>
---

**Fiscal June 2011-May 2012**

	<u>TOTAL</u>	<u>FEES COLLECTED</u>
Stop Work Orders	37	Line Created
Certificate of Occupancy	111	\$13,470.00
Building Permits	338	\$183,837.93
Plumbing Permits	209	\$18,569.00
Electrical Permits	249	\$13,600.00
Sign Permits	43	\$1,575.00
Tank Permit	72	\$2,760.00
Permit to Occupy Sidewalk	30	\$15,560.00
Temporary Certificate of Occupancy	6	\$475.00
Application for Amendment	9	\$2,529.00
Searches	487	\$29,540.00
Foils	359	\$788.60
Consultations	1,307	
Inspections	810	
	<b><u>TOTAL</u></b>	<b><u>\$283,004.53</u></b>

**Fiscal June 2012-May 2013**

	<u>TOTAL</u>	<u>FEES COLLECTED</u>
Stop Work Orders	93	\$8,856.00
Certificate of Occupancy	362	\$44,705.00
Building Permits	696	\$346,141.50
Plumbing Permits	257	\$18,968.00
Electrical Permits	315	\$17,038.00
Sign Permits	56	\$1,290.00
Tank Permit	55	\$2,040.00
Permit to Occupy Sidewalk	27	\$26,205.00
Temporary Certificate of Occupancy	41	\$4,500.00
Application for Amendment	6	\$624.00
Searches	528	\$84,700.00
Foils	379	\$571.50
Consultations	1571	
Inspections	1145	
	<b><u>TOTAL</u></b>	<b><u>\$555,639.00</u></b>

## Revenue Performance

### **Fiscal Comparison 6-2011 thru 5-2012 & 6-2012 thru 5-2013**

Total Revenues 6-2011 thru 5-2012:	\$283,004.53
Total Revenues 6-2012 thru 5-2013:	<u>\$555,639.00</u>
Represents an increase in revenue:	<b>\$272,634.00</b>
Represents a % increase of:	<u>96% increase in revenue</u>

## Comparative Analysis of Permits Issued

### **Total Permits Issued 6-2011 thru 5-2012 & 6-2012 thru 5-2013**

Total Permits 6-2011 thru 5-2012:	941
Total Permits 6-2012 thru 5-2013:	<u>1406</u>
Represents an increase of:	<b>465</b>
Represents a percentage increase of:	<u>49% increase in permit activity</u>

## Comparative Analysis of Permits Issued Cont

### **Permits Issued 6-2011 thru 5-2012 & 6-2012 thru 5-2013**

#### **Building Permits**

Building Permits Issued 6-2011 thru 5-2012:	338
Building Permits Issued 6-2012 thru 5-2013:	<u>696</u>
Represents an increase of:	<b>358 Building Permits</b>
Represents a percentage increase of:	<u>105 % increase in permit activity</u>

#### **Plumbing Permits**

Plumbing Permits Issued 6-2011 thru 5-2012:	209
Plumbing Permits Issued 6-2012 thru 5-2013:	<u>257</u>
Represents an increase of:	<b>48 Plumbing Permits</b>

Represents a percentage increase of: 22.9 % increase in permit activity

**Electrical Permits**

Electrical Permits Issued 6-2011 thru 5-2012: 249

Electrical Permits Issued 6-2012 thru 5-2013: 315

Represents an increase of: **66 Electrical Permits**

Represents a percentage increase of: 26 % increase in permit activity

**Certificate of Occupancy (CO)**

CO's issued 6-2011 thru 5-2012: 111

CO's issued 6-2012 thru 5-2013: 362

Represents an increase of: **251 Certificate of Occupancies**

Represents a percentage increase of: 226 % increase in CO's issued

**Stop Work Orders Issued 6-2011 thru 5-2012 & 6-2012 thru 5-2013**

**Stop Work Orders (SWO's)**

SWO's Issued 6-2011 thru 5-2012: 37

Building Permits Issued 6-2012 thru 5-2013: 93

Represents an increase of: **56 Stop Work Orders**

Represents a percentage increase of: 151 % increase in SWO's

<b>Comparative Analysis of Consultations and Inspections</b>
--

**Consultations (does not include walk ins)**

Consultations 6-2011 thru 5-2012:	1307
Consultations 6-2012 thru 5-2013:	<u>1571</u>
Represents an increase of:	<b>264 Consultations</b>
Represents a percentage increase of:	<u>20% increase in consultation activity</u>

**Inspections Conducted**

Inspections 6-2011 thru 5-2012:	810
Inspections 6-2012 thru 5-2013:	<u>1145</u>
Represents an increase of:	<b>335 Inspections</b>
Represents a percentage increase of:	<u>41% increase in inspection activity</u>

**Fiscal June 2013-Current (9/1/2013)**

	<u>TOTAL</u>	<u>FEES COLLECTED</u>
Stop Work Orders	24	\$1,868.00
Certificate of Occupancy	97	\$10,390.00
Building Permits	237	\$343,299.00
Plumbing Permits	87	\$16,866.00
Electrical Permits	113	\$12,400.00
Sign Permits	5	\$325.00
Tank Permit	23	\$940.00
Permit to Occupy Sidewalk	6	\$41,220.00
Temporary Certificate of Occupancy	18	\$2,100.00
Application for Amendment	3	\$400.00
Searches	309	\$37,049.50
Foils	95	\$96.00
Consultations	541	
Inspections	401	
	<b><u>TOTAL</u></b>	<b><u>\$466,953.75</u></b>

## Annual Fees

### **Fiscal 2011-2012**

\$11,600.00

### **Fiscal 2012-2013**

\$102,675.00

### **Fiscal Current**

**June 1, 2013 through September 30, 2013**

\$47,070.00

## Performance Audit Fire Safety

### Fiscal 2011-2012

<b>Certificates of Compliance Issued</b>	<b>5</b>
<b>Fees Collected</b>	<b>\$11,600.00</b>

Fire Inspection Notices Sent Out	59
Performed Fire Inspections	69
Fire Inspections Failed - NOV issued	37
Re-Inspections Conducted	15
NOV's issued for failure to respond to Fire Safety Renewal Notice	n/a
Appearance tickets issued	n/a

**Fiscal 2012-2013**

<b>Certificates of Compliance Issued</b>	<b>198</b>
<b>Fees Collected</b>	<b>\$102,675.00</b>

Fire Inspection Notices Sent Out	752
Performed Fire Inspections	717
Fire Inspections Failed - NOV issued	502
Re-Inspections Conducted	151
NOV's issued for failure to respond to Fire Safety Renewal Notice	270
Appearance tickets issued	14

**Fiscal - June 1, 2012 through September 30, 2012**

June 2012 - September 2012	
<b>Certificates of Compliance Issued</b>	<b>10</b>
<b>Fees Collected</b>	<b>\$11,700.00</b>

Fire Inspection Notices Sent Out	56
Performed Fire Inspections	88
Fire Inspections Failed - NOV issued	51
Re-Inspections Conducted	10
NOV's issued for failure to respond to Fire Safety Renewal Notice	n/a
Appearance tickets issued	n/a

**Fiscal Current - June 1, 2013 through September 30, 2013**

June 2013 - September 2013	
<b>Certificates of Compliance Issued</b>	<b>220</b>
<b>Fees Collected</b>	<b>\$47,070.00</b>

Fire Inspection Notices Sent Out	346
Performed Fire Inspections	376
Fire Inspections Failed - NOV issued	253
Re-Inspections Conducted	81
NOV's issued for failure to respond to Fire Safety Renewal Notice	95
Appearance tickets issued	42

## **Building Department/ Code Enforcement Revenue-Expense Report**

<u>Detail</u>	<u>1<sup>st</sup> Quarter FY 2013-14</u>	<u>FY 2012-13</u>	<u>FY 2011-12</u>
Revenues	429,061	866,421	387,831
Build. Dept	143,123	427,294	473,062
Code Enforc.	<u>187,126</u>	<u>621,067</u>	<u>538,890</u>
Total Expenditures	330,249	1,048,361	1,011,952
Rev Over (under)	98,812	(181,941)	(624,121)
Expenditures			
Rev to Exp	130%	83%	38%
	(Represents no	(Represents 17%	(Represents 62%
	tax payer share)	taxpayer share)	taxpayer share)

Revenue to expenses does not reflect fringe benefits however, revenues do calculate any Court fines accrued. Actual numbers to include benefits to be provided at the Board of Trustee meeting on Monday October 21<sup>st</sup> 2013.

Power Point Presentation to include:

- Code Enforcement/ Fire Safety Progress
- Building Department Progress
  - Scanning/ indexing
  - Municipity “go live” update
  - Laserfische
  - Reports updated on website to include: Court/ Complaint Tracker, Complaint Tracker, Overcrowding/ Illegal Dwelling Progress Report, and Quality of Life i.e. abandoned, nuisance properties update
  - Amnesty application(s) update/ progress
  - Comparative analysis regarding staff comparison v. revenue and performance
  - Workflow Process Manual-completed

**Building Department Searches Report  
From April 2011 to September 11, 2013**

Standard			Expedited			Amnesty		
2011	Completed	Pending	2011	Completed	Pending	2011	Completed	Pending
	423	0		0	0		0	0
<b>Total - 423</b>	Total - 423			Total - 0			Total - 0	
2012	Completed	Pending	2012	Completed	Pending	2012	Completed	Pending
	229	0		272	0		74	80
<b>Total - 655</b>	Total - 229			Total - 272			Total - 154	
2013	Completed	Pending	2013	Completed	Pending	2013	Completed	Pending
	68	7		307	19		36	240
<b>Total - 677</b>	Total - 75			Total - 326			Total - 276	

**Building Department Searches Report  
From April 2011 to October 7, 2013**

Standard			Expedited			Amnesty		
2011	Completed	Pending	2011	Completed	Pending	2011	Completed	Pending
	423	0		0	0		0	0
<b>Total - 423</b>	Total - 423			Total - 0			Total - 0	
2012	Completed	Pending	2012	Completed	Pending	2012	Completed	Pending
	229	0		272	0		87	70
<b>Total - 655</b>	Total - 229			Total - 272			Total - 157	
2013	Completed	Pending	2013	Completed	Pending	2013	Completed	Pending
	71	6		343	8		55	236
<b>Total - 725</b>	Total - 77			Total - 351			Total - 291	

Total Number of Amnesty Searches Requested 448

Total Number of Amnesty Searches Completed 139

Current Date of Amnesty Search Backlog 12/6/2012

Number of Amnesty Searches received since September 16, 2013 19

# DISCUSSION

# CORRESPONDENCE



NAMI of Westchester County

100 Clearbrook Road,  
Elmsford, NY 10523  
Main: (914) 592-5458

Fax: (914) 592-2652

[www.namiwestchester.org](http://www.namiwestchester.org)

VILLAGE OF PORT CHESTER

OCT -1 2013

RECEIVED

VA

Dear Board of Trustees,

**NAMI Westchester** is once again organizing our county- wide anti stigma **Mental Health Awareness Ribbon Campaign** for the month of May 2014.

The ribbon campaign will coincide with our second NAMI Westchester 5k Walk to be held at Rye Town Park on Saturday May 17, 2014.

We were privileged to have included your town/village/city in last year's successful anti stigma initiative and would be honored for you to join us again this year. In total, NAMI ribbons were displayed in 27 municipalities in Westchester County and in 3 neighboring towns in Connecticut. It is our hope to double the involvement this year.

NAMI's 2014 ribbon campaign will duplicate last year's. We will use identical ribbons (4 inch white ribbon with the NAMI logo and website in royal blue and gold) and tie them on to the trees and/or street lamps where we were permitted to do so last year. Please inform us if there are any changes to the streets designated last year.

NAMI volunteers will again be responsible for tying the ribbons and for removing them promptly at the end of the month.

We are asking that this letter be presented at the next Board of Trustees Meeting and trust that it will once again meet with the approval of the board. We respectfully ask for your prompt attention to this. Once approval is granted, NAMI Westchester will follow up with a letter of confirmation.

As always, please feel free to contact me personally with any questions or to contact the NAMI Westchester office directly. Many thanks and we look forward to another successful campaign.

Warmly,  
Sheryl Brauman

[shbrau@gmail.com](mailto:shbrau@gmail.com)

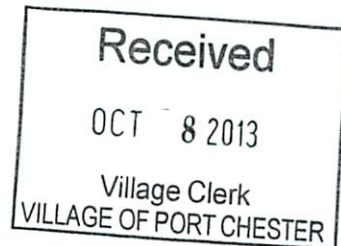
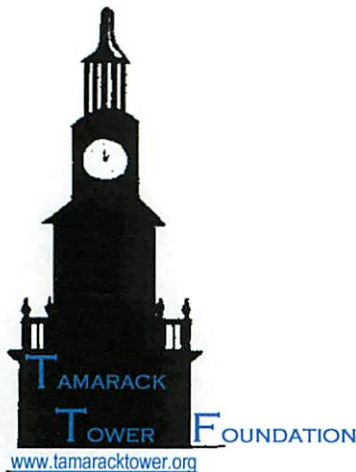
914-450-9126

**Mental Health  
Awareness Month**  
Support, Education, Advocacy



**Find Help  
Find Hope**





October 7, 2013

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

Dear Mayor Pagano:

The Tamarack Tower Foundation is a tax-exempt organization whose sole purpose is to support the students of the Port Chester School District. In the past we have made generous contributions to the schools due in part to donations and fund raisers

The Tamarack Tower Foundation would like to request approval from the Board of Trustees to hold a Turkey Trot on Thursday (Thanksgiving), November 28, 2013 beginning at 9:30 a.m. at the Port Chester High School. This event will start at the flag pole, on the stadium side of the high school and continue onto College Avenue to Haines Blvd. – around Haines Blvd. – then continuing in front of Park Avenue School bearing right onto Barton and then right onto Newton Avenue and ending back at the flag pole. This will be an approximate distance of 1.7 miles for walkers and runners will cover the course twice.

We are requesting that these streets be closed from 9:30 to 10:30 a.m. and if possible, obtain police supervision at each intersection. We also would like permission to have a Banner hung on Putnam Avenue opposite Lyon Park, a Banner hung across Westchester Avenue near Regent Street, a Banner hung across N. Main Street and a sign placed at Messina Park to publicize the Turkey Trot.

This event will be used as one of the fundraisers to support our schools through grants, scholarships and programs.

Thank you for your consideration of our request.

Cordially,

Rosemarie Barone, Event Chairperson  
Tamarack Tower Foundation

**President**

Bishop Nowotnik

**Vice President**

Joan M. Gargone

**Recording Secretary**

Rosemarie Barone

**Corresponding Secretary**

Dorothy Scarfone

**Treasurer**

Margoth Pilla

**Board of Directors**

Nancy Bracelin

Karen Corbetta

Joan Conklin

Frank Fanelli

Peter Mutino

Denise Quinn

Raymond Sculky

**Honorary Board of Directors**

Hon. Joseph Carvin

Andrew Castellano

Marie B. Genteale

Anthony B. Gioffre

Hon. Bruno J. Gioffre

Camille C. Linen

Robert Morabito

Anthony J. Napoli

Dominick Neri

Hon. Dennis Pilla

David Tutera

Hope Vespia

Rev. Gerald Washington

E-mailed 10/15/13

VILLAGE OF PORT CHESTER

OCT 15 2013

RECEIVED

M



The American Legion  
**Port Chester Post 93**  
Department of New York  
78 Pearl Street  
Port Chester, NY 10573  
Unity and Service for America

Oct. 5 2013

Honorable Mayor Neil Pagano  
& Board of Trustees.  
222 Grace Church Street  
Port Chester, NY. 10573

Dear Honorable Neil Pagano & Board of Trustees

The American Legion is Completing Plans for Veterans Day Ceremonies. We are in the process of contracting Bands, Wreathes, and Color Guard for ceremonies at Veterans Memorial Park On Sunday November 10<sup>th</sup> at 11 A.M..

We respectfully request that the Village of Port Chester appropriation of One Thousand Dollars (1,000) for the 2013 year, be made out to the American Legion at the above address.

As directed by the three local governments (Rye Town, Port Chester, and Rye Brook) all bills must and will be paid by the American Legion

Sincerely

*Bill Chiappetta*  
Bill Chiappetta

Adjutant Post 93  
Port Chester, NY. 10573

OCT 16 2013

RECEIVED

VM

## MEMORANDUM

October 16, 2013

To: Christopher D. Steers, Village Manager  
Rocky Morabito, Dept of Public Works

From: Port Chester Park Commission

Re: Tree Plantings

At our October 9, 2013 meeting, the Commission passed a resolution requesting the village give priority to replacing trees in our parks under the Village Tree Planting Program.

While the general beautification of the village is of utmost importance, given the great number of trees lost to storms and disease over the last several years, we ask that replacing trees in the parks be given priority.

We would be happy to discuss this subject with you at your convenience, and thank you for your consideration.

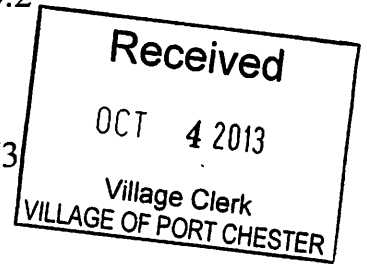


PUTNAM ENGINE & HOSE CO., NO.2

Organized October 4, 1854

Incorporated May 17, 1954

P.O. Box 933, Port Chester, NY 10573



October 2, 2013

VILLAGE OF PORT CHESTER  
VILLAGE CLERK  
222 Grace Church Street  
Port Chester, NY 10573

Attn: Janusz R. Richards

Dear Mr. Richards:

As of our October 2013 meeting, the Putnam Engine & Hose, Company No.2, has expelled Dexter Ambrose from our company.

Additionally, Jose Martin Vasquez has resigned from Putnam Engine & Hose, effective October 2, 2013.

Dexter Ambrose  
52 Grove Street  
Port Chester, NY 10573  
EXPELLED

Jose Martin Vasquez  
333 Mamaroneck Avenue  
#379  
White Plains, NY 10605  
RESIGNED

Sincerely yours,  
PUTNAM ENGINE & HOSE COMPANY, No. 2

Frank Cervinka  
Secretary

Enclosure  
cc: President Robert Gerardi



*Companies:*

Reliance Engine & Hose  
No. 1

Putnam Engine & Hose  
No. 2

Fire Department  
**Village of Port Chester**

WESTCHESTER COUNTY, N. Y.



Headquarters: Westchester Avenue and Honingo Street

Harry Howard Hook &  
Ladder No. 1  
Port Chester Fire Patrol  
& Rescue Co., No. 1, Inc.  
Mellor Engine & Hose Co.  
No. 3  
Washington Engine & Hose  
Co. No. 4  
Brooksville Engine & Hose  
Co. No. 5

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

The PUTNAM Engine & Hose Co. 2 respectfully reports that at a meeting held  
on October 2, 2013 favorable action was taken on the following:

Elected active members \_\_\_\_\_

Elected active exempt members \_\_\_\_\_

Elected honorary members \_\_\_\_\_

Members resigned JOSE MARTIN VASQUEZ

Members expelled DEXTER AMBROSE

Members suspended \_\_\_\_\_


Members died \_\_\_\_\_

Badges returned (numbers) \_\_\_\_\_

Remarks: \_\_\_\_\_

Secretary,

Address:

  
Frank Cervinka  
P.O. Box 933 Port Chester

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October 17, 2013

The Hon. Mayor Neil J. Pagano  
The Board of Trustees of the Village of Port Chester  
222 Grace Church Street  
Port Chester, New York 10573

**Re: The Capitol Theatre Application for Limited Permission to Use  
Broad Street from October 31, 2013 to November 3, 2013**

Dear Mayor Pagano and The Hon. Trustees of the Village of Port Chester:

This application for limited permission to use and close off a portion of Broad Street **from October 31, 2013 through November 3, 2013** is being submitted on behalf of The Capitol Theatre, LLC and Capitol Enterprises, Inc.

The Capitol Theatre, in the past full year of operations, has enjoyed the strong support of the music and entertainment community along with the continued support and cooperation of the Village. With the continued growth of The Capitol and its national recognition as a premiere venue for live music come the challenges that must be addressed through the collaborative efforts of the Capitol Theatre and the Village as more patrons grow to find The Capitol and The Village of Port Chester to be a welcoming and accessible location.

As issues continually evolve, Mr. Tom Bailey, GM of The Capitol, along with Mr. Peter Shapiro and their support staff, have made every effort to be proactive in addressing and resolving potential impacts on the Village and the business community. The support of and continued cooperation by the Village administration and Captain Telesca of the PCPD has become vital to the success of The Capitol Theatre and has thus been greatly appreciated.

On **October 31, 2013 through November 3, 2013**, The Capitol Theatre will again be honored to host *Phil Lesh and Friends*, which is expected to be sold out and draw in several thousand paying patrons for a total period of four nights to The Port Chester restaurant industry and ancillary business community.

However, it is incumbent upon The Capitol Theatre to inform the Village, the local business community, and Village residents of any potential temporary negative impacts and/or disruption to the local community a particular show might bring. Due to the nature of some shows, there is a tendency for patrons, admirers and vendors who follow the band to show up at a music venue without the invitation, consent, or support of the band and/or The Capitol Theatre.

In fact, the performers, band management, and the Capitol management would rather not entertain this ancillary event, but are somewhat limited in their ability to restrain the general public.

Therefore, in anticipation of these upcoming shows the potential for vendors and supporting patrons to congregate in areas of the Village, we are seeking to be proactive in controlling this ancillary event by limiting the potential intrusive impact. With the proper attention, this event can be beneficial to the Village.

In light of the above, and after discussions with and consideration by your staff, it is proposed that The Capitol respectfully requests that it be granted permission to close off a limited portion of Broad Street directly adjacent to the theatre building.

The area to be closed off to vehicular traffic would then be the only designated area where the expected vendors and/or street attendees would be allowed to congregate. By granting to The Capitol limited permission to use the designated area, it would allow The Capitol to provide a small controlled area for the expected crowds thereby alleviating the potential impact on neighboring business community. By establishing such limits in time as well as a defined area, the Village resources and police manpower would not be affected and can be properly allocated.

The Capitol will be responsible for the associated and defined costs of such a street closure along with providing indemnification and defense as is already being done under the current insurance policies. Moreover, as the Village does not currently have any transient vendor licensing procedure, The Capitol will undertake to have the current security operation; GMCS, monitor the area together with the off-duty PCPD officers who are customarily hired by the venue. Those measures along with the active duty PCPD should address all concerns and maintain any crowd control to one area.

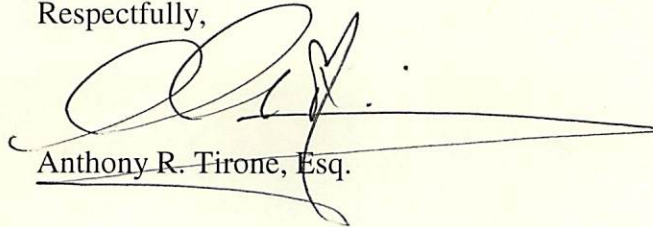
The proposed site is adjacent to the MTA lot and would ensure that the commuters and MTA property are not negatively affected. In The Capitol's continuing efforts to improve the community and neighboring relations we have been in discussion with the MTA over the future use of the old "*driving school*" building and appearance of the surrounding area.

In furtherance, of that goal and in consideration of the Village allowing the street closure for this event and potentially future shows under a working relationship; The Capitol is offering to spearhead and be a founding member of the ***Port Chester Beautification Fund***. The Capitol and its principal Mr. Peter Shapiro are offering to pledge up to ***\$20,000.00*** through the end of 2015 to the *Port Chester Beautification Fund*. It is envisioned that those funds would be administered in a partnership to improve the area around the MTA and The Capitol Theatre property and eventually be expanded to the rest of the Village.

Your permission for the street closure under an ongoing working relationship between the Village and The Capitol; along with the establishment of the *Port Chester Beautification Fund* is a positive development for all. Wherefore, it is respectfully requested that The Mayor and The entire Board of Trustees grant this application. We will work with the Village staff to coordinate and address any additional concerns.

Thank you for your time and attention to this matter; We await your response.

Respectfully,



Anthony R. Tirone, Esq.

CC: Anthony M. Cerreto, Esq., Attorney for The Village of Port Chester  
Mr. Christopher Steers, Manager of The Village of Port Chester  
Capt. John R. Telesca; Acting Chief Port Chester Police Department

The Hon. Mr. Daniel Brakewood; Trustee of The Village of Port Chester  
The Hon. Mr. Joseph Kenner; Trustee of The Village of Port Chester  
The Hon. Mr. Gregory Adams; Trustee of The Village of Port Chester  
The Hon. Mr. Saverio Terenzi; Trustee of The Village of Port Chester  
The Hon. Mr. Luis Marino; Trustee of The Village of Port Chester  
The Hon. Mr. Gene Ceccarelli; Trustee of The Village of Port Chester

Mr. Tom Baily  
Mr. Peter Shapiro

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**PUBLIC COMMENTS  
AND  
BOARD COMMENTS**

**PROPOSED MOTION  
FOR  
EXECUTIVE SESSION**