

**VILLAGE OF PORT CHESTER
BOARD OF TRUSTEES
Meeting, Monday, November 4, 2013
PROPOSED EXECUTIVE/CLOSED SESSION 6:00-7:00 P.M.
Regular Meeting: 6:00 P.M.
VILLAGE JUSTICE COURTROOM
350 North Main Street
Port Chester, New York
AGENDA**

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

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

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

II	PROPOSED MOTION FOR EXECUTIVE SESSION	ACTION
1	Village Manager Evaluation.	

TIME: 7:00 P.M.

III	AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION RE:	ACTION
1	Public Hearing to consider a local law further modifying the permit amnesty period of the Permit Amnesty Program. <u>Resolution</u>	
IV	PRESENTATION OF NEW POLICE APPOINTMENTS	ACTION
1	Promotion ceremony of Sergeant Robert Salerno to Lieutenant with the Village of Port Chester Police Department	
2	Promotion ceremony of Police Officer Thomas Fleming to Sergeant with the Village of Port Chester Police Department.	
V	PUBLIC COMMENTS	ACTION

VI	PRESENTATION	ACTION
1	Zoning Overlay Concepts: Southern Gateway Mixed Use and Byram River Waterfront Districts	
VII	RESOLUTIONS	ACTION
	Administration	
1	Traffic control at Abendroth Avenue and Addee Street.	
	Appointment(s)	
2	Appointment of William Villanova as Chairman of the Port Chester Zoning Board Of Appeals	
	Parks / Recreation	
3	Approval for Village Manager to enter into agreements with individual instructors to provide programming for the After School Reading and Visual Arts programs. These programs are half funded by NYS Office of Children and Family Services.	
	Finance	
4	Parking Meter Project budget modification.	
VIII	CORRESPONDENCE	ACTION
1	From the Port Chester High School Booster Club requesting permission to post a sign at Messina Park.	
2	From Washington Engine & Hose Co. 4, Inc. on electing to active membership - Joe Sutton Jr.	
IX	PUBLIC COMMENTS AND BOARD COMMENTS	ACTION

TIME: _____

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

RESOLUTION

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

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

RESOLVED, that the Village of Port Chester Board of Trustees hereby adopts Local Law# 13 of 2013 FURTHER MODIFYING THE AMNESTY PERIOD OF THE PERMIT AMNESTY PROGRAM.

Approved as to Form:

Village Attorney, Anthony Cerreto

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

**PRESENTATION
OF
NEW POLICE APPOINTMENTS**

PUBLIC COMMENTS

PRESENTATION



VILLAGE OF PORT CHESTER
DEPARTMENT OF PLANNING & DEVELOPMENT
222 Grace Church Street, Rm. 202
Port Chester, NY 10573
(P) 914.937.6780
(F) 914.937.3169

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

To: Mayor Pagano and Board of Trustees

From: Christopher Gomez, AICP, Director of Planning and Development

Re: Southern Gateway Mixed Use and Byram Riverfront Overlay Districts

CC: C. Steers, T. Cerreto, J. Richards, D. Rotfeld, J. Youngblood

Date: October 31, 2013

Please find the attached conceptual draft text and map for the Southern Gateway Mixed Use and Byram Riverfront Overlay Districts. Following up on my presentations to the Board at the August 20, 2013 workshop and October 21, 2013 regular meeting, I will give a brief overview of the overly concept text provided and its consistency with the Comprehensive Plan.

Note that Steve Barshov, special environmental counsel, will be in attendance Monday night to confirm legal validity of the overlay concept proposed as well answer questions related to development impact mitigation and SEQRA requirements for potential adoption of a local law implementing overlay zoning.

Southern Gateway Mixed Use Overlay Zone Draft Conceptual Outline

Overlay Zone Definition

An overlay zone is a mapped district superimposed on one or more established zoning districts which establishes supplemental standards for development within the geographic area that is included within the overlay district. Overlay zoning can be used to impose additional restrictions on development, but can also authorize a density bonus or other incentive zoning to encourage or facilitate certain types of development or provision of public improvements. An overlay zone could authorize grant of a special permit for certain uses or size of development if an eligible parcel within the mapped overlay district complies with specific eligibility, design, community benefit and other appropriate criteria, including but not limited to consistency with the Village's comprehensive plan. Overlay zoning is an effective tool for guiding development to implement comprehensive plan recommendations in a manner that is more targeted and focused than can be accomplished via traditional "Euclidean" zoning.

Location

The Southern Gateway Mixed Use Overlay Zone would be comprised of approximately 79 acres within the CD Design Shopping Zoning District and PMU Planned Mixed Use District along the Boston Post Road Corridor in the southwestern portion of the Village adjacent to the City of Rye (see attached map).

Purpose

The Village of Port Chester adopted its first Comprehensive Plan in December 2012 and related zoning text and map amendments in March 2013. During the comprehensive plan process it was recommended that implementation of adopted comprehensive plan policies and goals through additional "Phase II" zoning amendments be adopted to better align the Village zoning law with the Plan's stated goals and objectives in those geographic areas that are within the proposed Overlay Zone. Within these geographic areas, overlay zoning can authorize issuance of special permits for desirable mixed-use development conditioned upon inclusion of important public benefits, all while ensuring mitigation of any potentially significant adverse environmental impacts.

The proposed Southern Gateway Mixed Use Overlay District includes large underutilized tracts suitable for mixed-use projects that could create a sustainable mix of residential, office, hotel, retail, and entertainment uses to serve both resident and nonresident (e.g., office and visitor) populations. Recognizing this potential and in furtherance of the Comprehensive Plan, the

Village could use incentives included in the Overlay District standards to encourage and incentivize redevelopment that will both enhance the mixed use character of the Southern Gateway Area and concurrently provide significant public benefits. The establishment of Southern Gateway Mixed Use Overlay District will include incentives separate and apart from the underlying CD Design Shopping and PMU Planned Mixed Use Districts to induce specific development and public facilities, while concurrently assuring that all appropriate standards for development approval within the overlay district are satisfied, including mitigation of potentially significant adverse environmental impacts.

The former United Hospital and existing Kohl's shopping center sites are identified in the Comprehensive Plan land use strategies as Intensity Zones for targeted development. At 15.4 acres, the former United Hospital site represents the single largest redevelopment site in Port Chester, and is well positioned to serve as a key visual gateway to the Village. The Plan specifically supports reactivating this site as a mixed use development including some combination of hotel/convention center, retail stores, restaurants, residential uses and community facilities. It further recommends zoning amendments to the existing CD Design Shopping Center District to permit a mix of commercial and residential uses to reinforce and appropriately redevelop portions of the existing Kohl's site.

As such, the Southern Gateway Mixed Use Overlay District is established to target and further incentivize development within the underlying CD Design Shopping and PMU Planned Mixed Use Development Districts for projects that would be consistent with the Village's Comprehensive Plan, would create signature, mixed-use projects, and would include with "placemaking" strategies to ensure that the projects would be compatible with the surrounding community.

Eligibility of Development Sites

The Southern Gateway Mixed Use Overlay District is established as an overlay zone with potential application to development sites within the bounds identified herein. All permitted principal and accessory uses, dimensional regulations, and potential density bonuses available in Southern Gateway Mixed Use Overlay District apply only to development areas or parcels that meet the following eligibility requirements:

- (1) The development area or parcel shall be a minimum of five acres (217,800 sq. ft.) in lot area.
- (2) At least 25% of total developed square footage must be dedicated to non-residential use.

Permitted Uses

Permitted uses within the Southern Gateway Mixed Use Overlay District are the same as those for the underlying PMU Planned Mixed Use Zoning District and supersede underlying CD Design Shopping District uses.

Permitted principal uses.

- (1) Multi-family dwellings containing efficiency, one-bedroom and two-bedroom units only; age restricted housing (e.g. 55+) including all unit configurations; convalescent home or nursing home.
- (2) Hotel or motel.
- (3) Bar or tavern; catering or events establishment; cabaret; table service restaurant, no drive-in, open front, fast-food or curbside service restaurants.
- (4) Assembly hall; membership club; fraternal organization or similar social institution not operated for a profit.
- (5) Health club, including racquetball facilities and indoor swimming pools; commercial indoor athletic training facility; bowling alley.
- (6) Theater
- (7) Retail store or personal service shop.
- (8) Office, office building; bank, excluding any drive-in windows.
- (9) Off-street parking lot or garage for motor vehicles; minimum requirements shall be in accordance with Section 345-14.
- (10) Ground-floor office as accessory use to multifamily development.

Permitted accessory uses.

- (1) Private garage or private off-street parking area, in accordance with Section 345-14.
- (2) Sign, in accordance with Section 345-15.

Special Exception Uses.

- (1) Church or other place of worship, parish house, rectory, Sunday school, convent, seminary; customary accessory structure or use, including cultural, recreational or athletic facility, meeting room or similar accessory structure or use related to a school, church or other place of worship.
- (2) Hospital; medical and dental offices; ethical pharmacy.
- (3) School, elementary or high, public, private or parochial, having a curriculum equivalent to that ordinarily given in public schools; nursery school, day camp or day-care center.

- (4) Funeral home.
- (5) Radio or television station studio; excluding transmission tower.
- (6) Veterinary hospital or board and care of small animals.

Lot Area Per Dwelling Unit

- (1) A minimum of 1,000 square feet of lot or development site area per dwelling unit is required for all residential development.

Density Bonus

A Floor Area Ratio (FAR) density bonus of up to 1.0, beyond the maximum permitted FAR in the underlying CD Design Shopping Center and PMU Planned Mixed Use Districts, may be achieved via special permit granted by the Village Board of Trustees for the provision of a specific public benefit to the Village as outlined below, under the provisions of this Section, and in accordance with all site eligibility requirements, design guidelines, and stated project review criteria. The cost of the improvements need not equal the value of the benefits granted.

In no event may the total FAR for a development site within the Southern Gateway Mixed Use Overlay Zone exceed 2.0, to be comprised cumulatively from maximum FAR allocation from the underlying CD Design Shopping Center or PMU Planned Mixed Use Development Districts, any bonus achieved through the Southern Gateway Mixed Use Overlay Zone Special Permit, and Section 345-16 Building Height and Floor Area Bonus Program.

Table 1. FAR Density Bonus, Public Amenities

Public Benefit	Specific Public Benefit	FAR Bonus
Provision of new public parking in excess of that required for proposed uses and which provides a significant public benefit or significant improvement or replacement of an existing parking facility within the Village.	200 Spaces	0.2
	300 Spaces	0.3
	400 Spaces	0.4
	500 Spaces	0.5
Provision of new publicly accessible open space or dedicated parkland on-site or anywhere within the Southern Gateway Mixed Use Overlay District.	1 Acre	0.2
	2 Acres	0.3
	3 Acres	0.4
	4+ Acres	0.5
Provision of publicly accessible or publicly dedicated, open or enclosed program space on-site or anywhere within the Southern Gateway Mixed Use Overlay District to be dedicated for community use and or youth programming.	<10,000 Sq. Ft.	0.1
	10,000-19,999 Sq. Ft.	0.2
	20,000-49,999 Sq. Ft.	0.3
	50,000-74,000 Sq. Ft.	0.4
	75,000+ Sq. Ft.	0.5
Provision of publicly accessible or publicly dedicated, open or enclosed space on-site or anywhere within to be dedicated for municipal	<10,000 Sq. Ft.	0.1
	10,000-19,999 Sq. Ft.	0.2
	20,000-49,999 Sq. Ft.	0.3

service use (Police, Fire or Village Offices) or public school facility.	50,000-74,000 Sq. Ft 75,000+ Sq. Ft.	0.4 0.5
Rebuild sanitary sewer infrastructure along Boston Post Road from High Street to Purdy Avenue.		0.8
Rebuild Village water infrastructure from S. Regent Street through Touraine Avenue through Hospital site to High Street and Boston Post Road.		0.7
Traffic improvements occurring at the following intersections: <ul style="list-style-type: none"> - High Street and Boston Post Road - South Regent Street and Boston Post Road - Kohl's Shopping Center and Boston Post Road - Olivia/Pearl Street and Boston Post Road - I-287/I-95 highway exit ramp onto Boston Post Road - South Main Street and Grace Church Street and Purdy Avenue Beck Avenue with Midland Avenue and Boston Post Road		TBD

It is the intent of the Southern Gateway Mixed Use Overlay District to provide incentives for “Placemaking” development schemes that will enhance and be integrated within the existing fabric of the Village so as not to create separate enclaves of development. As such, projects approved within the Southern Gateway Mixed Use Overlay District are eligible for the following density bonuses for inclusion of the specific design elements listed below.

Table 2: FAR Density Bonus, Design Amenities

Design Amenity	FAR Bonus
Connected interior street grid with limited use of cul-de-sacs and dead end streets reflecting the existing character of the surrounding built environment.	0.1
Defined pedestrian and bicycle facilities to facilitate internal site circulation and safe integration to the Boston Post Road.	0.1
Integration of existing transit infrastructure into development scheme, including Bee Line Bus stops, provision of Metro-North shuttle, and any future I-287 east/west transit schemes	0.1

Application and Procedure

An application to establish an eligible development site to the Southern Gateway Mixed Use Overlay District and to seek a special permit for applicable FAR bonuses for such site shall be initiated by formal petition to the Village Board of Trustees. Along with its petition, the applicant shall submit a description of its proposed project, including a conceptual plan and statement of proposed use, together with an environmental assessment of the potential impacts associated with the proposed project to the satisfaction of the Village Board of Trustees or other lead agency in accordance with the State Environmental Quality Review Act and its implementing regulations. At a minimum, this environmental assessment shall be a Long Environmental Assessment Form (EAF) with supplemental information and studies submitted by the applicant and Part 3 of the EAF completed by the Lead Agency identifying the project's potential impacts with respect to: aesthetics, streetscapes, and neighborhood character, including a visual impact study; parking demand and available supply; traffic generation; and demand on water and sanitary sewer infrastructure.

Review Process and Criteria

The Village Board of Trustees may designate a development site to the Southern Gateway Mixed Use Overlay Zone and grant FAR bonuses via special permit provided the proposal meets the specific criteria included herein:

- (1) That the public benefit(s) obtained by virtue of the density bonus substantially meets the goals of the Village as expressed in the Comprehensive Plan.
- (2) The applicant must demonstrate that all sewer, stormwater, and traffic impacts generated from the proposed project can be successfully mitigated so as not to create any unmitigated significant adverse environmental impacts. Acceptable mitigation techniques must at the very least maintain the same traffic Level of Service (LOS) values for affected intersections and all sanitary sewer and stormwater infrastructure. This may be achieved through road widening, installation of traffic signals, interchange realignment, improved pedestrian crossings, construction of new sanitary or wastewater sewer lines, or any other mitigation techniques deemed acceptable by the Village Board of Trustees, Village Manager, Village Engineer, and Director of Planning and Development.
- (3) For all projects containing a residential component, dwelling unit configurations shall include an appropriate mix of dwelling unit types and sizes to assure that the potential adverse impact on the public school system is minimized in furtherance of the Comprehensive Plan. The applicant must also provide a per student fee, based on an agreed upon formula developed by the School District and Village, to mitigate the increased burden on the local school system from school age children generated from residential development.

Byram Riverfront Overlay Zoning District Draft Conceptual Outline

Overlay Zone Definition

An overlay zone is a mapped district superimposed on one or more established zoning districts which establishes supplemental standards for development within the geographic area that is included within the overlay district. Overlay zoning can be used to impose additional restrictions on development, but can also authorize a density bonus or other incentive zoning to encourage or facilitate certain types of development or provision of public improvements. An overlay zone could authorize grant of a special permit for certain uses or size of development if an eligible parcel within the mapped overlay district complies with specific eligibility, design, communal benefit and other appropriate criteria, including but not limited to consistency with the Village’s comprehensive plan. Overlay zoning is an effective tool for guiding development to implement comprehensive plan recommendations in a manner that is more targeted and focused than can be accomplished via traditional “Euclidean” zoning.

Location

The Byram Riverfront Overlay District (BROD) boundaries include all parcels wholly or partially encompassed by the underlying DW Design Waterfront, DW2 Downtown Design Waterfront, R2F Two Family Residence, and C2 Main Street Business Districts as indicated on the Official Village Zoning Map.

Purpose

The Village of Port Chester adopted its first Comprehensive Plan in December 2012 and related zoning text and map amendments in March 2013. During the comprehensive plan process it was recommended that implementation of adopted comprehensive plan policies and goals through additional “Phase II” zoning amendments be adopted to better align the Village zoning law with the Plan’s stated goals and objectives in those geographic areas that are within the proposed Overlay Zone described herein. In this instance, overlay zoning granted via special permit can encourage desirable mixed-use development, induce inclusion of important public benefits, and ensure mitigation of any potentially significant adverse environmental impacts.

The Byram Riverfront Overlay District will promote economic development and/or redevelopment opportunities through mixed use development for the riverfront area that will implement the planning goals and objectives of the Village’s Comprehensive Plan and Local Waterfront Revitalization Program while concurrently providing significant public benefits.

The Byram Riverfront Overlay District is in concert with the Village’s Comprehensive Plan (Plan) and the Local Waterfront Revitalization Program (LWRP). The Plan supports renovating and upgrading existing industrial uses to allow for “wharf type” development in the form of commercial, office, restaurant, and other complementary land uses designed to reactivate the Byram River

waterfront. All development along the waterfront must comply with the policies and recommendations of both the Plan and LWRP while concurrently mitigating potentially significant, adverse environmental impacts.

The overall purpose will be achieved by:

- (1) Providing public amenities, services, and attractions that will draw both residents and visitors alike to the riverfront and further the public use and enjoyment of the area.
- (2) Connecting the public and surrounding residential neighborhoods to the waterfront through public accessways, walkways, or other appropriate means.
- (3) Encouraging a mix of land uses, both residential and non-residential, that will enhance the unique character and aesthetic of the riverfront environment and area. This purpose will be achieved through maximizing public ingress to and egress from the riverfront.
- (4) Providing a balance of water-dependent or water-enhanced uses that capture the intent of ‘wharf-type’ development and are consistent with the vision and priorities expressed in the Village’s Comprehensive Plan and Local Waterfront Revitalization Program (LWRP).
- (5) High quality and aesthetically appealing urban design elements and development features that attracts both public and private investment. Such development or redevelopment should:
 - (a) Attract small businesses, artisans, or entrepreneurs.
 - (b) Preserve views of the Bryam River for the maximum enjoyment and benefit by the community as a whole.
 - (c) Encourage sustainable (“green”) standards and development principles as a means to preserve natural resources and features.

Eligibility Requirements

All development within the BROD must meet all of the following eligibility requirements:

- (1) The BROD boundary includes parcels wholly or partially encompassed by the underlying DW Design Waterfront, DW2 Downtown Design Waterfront, R2F Two Family Residence, and C2 Main Street Business Districts as indicated on the Official Village Zoning Map.
- (2) Lot Size – The minimum lot size for any development parcel(s) shall be 20,000 square feet.
- (3) Each development scheme must further the policies and recommendations of both the Village Comprehensive Plan and the Local Waterfront Revitalization Program.

Permitted Uses

Permitted uses within the Byram Riverfront Overlay District are the same as those for the underlying DW Design Waterfront District and DW2 Downtown Design Waterfront District and supersede the underlying use regulations of the C2 Main Street Business and R2F Two Family Residential Districts upon issuance of the BROD Special Permit.

- (1) Multifamily dwelling.
- (2) Multifamily dwelling (floors above first floor).
- (3) Church or other place of worship.
- (4) Convalescent home or nursing home.
- (5) Membership club, fraternal organization or similar social institution not operated for a profit.
- (6) Public utility facility.
- (7) School, elementary or high, public, private or parochial, having a curriculum equivalent to that ordinarily given in public schools.
- (8) Bank, excluding drive-in.
- (9) Hotel or motel.
- (10) Hotel or motel (floors above first floor).
- (11) Hotel, limited service.
- (12) Marina or yacht club.
- (13) Theater.
- (14) Office or office building.
- (15) Radio or television station studio, excluding transmission tower.
- (16) Radio or television station studio, excluding transmission tower (floors above first floor).
- (17) Retail store or personal service shop, services clearly incidental to retail sales on the premises or to personal services.
- (18) Veterinary hospital or board and care of small animals.
- (19) Wholesale business, storage building or warehouse.
- (20) Creamery, ice cream parlor or bakery plant.
- (21) Laundry or dry-cleaning plant.

- (22) Nonnuisance industry, provided that in nonindustrial districts equipment is used that has a rating of no more than five horsepower.
- (23) Printing plant.
- (24) Research laboratory, provided that it shall not be obnoxious, by reason of dissemination of smoke, dust, fumes, noise or vibration, or hazardous from fire waste materials or the creation of excessive demands upon municipal services.

Additional permitted uses in the BROD include the following:

- (1) Pier, dock, marina, boat launching and boat storage.
- (2) Boat building or repair operations
- (3) Establishments for sale of rental vessels, such as kayaks, canoes, paddle boats, etc.
- (4) Public park, promenade, boardwalk

Dimensional Standards

Specific dimensional standards shall apply to the BROD as described within the bounds herein.

All underlying zoning dimensional regulations shall remain except for the following regulations:

- (1) Lot Size – The minimum lot size for any development parcel(s) shall be 20,000 square feet.
- (2) Lot Area Per Dwelling Unit – The minimum lot area per dwelling unit regulation for all eligible parcels shall be reduced by 250 square feet except for parcels in the underlying DW2 Downtown Design Waterfront District, which shall be reduced by 100 square feet.

Density Bonus

A Floor Area Ratio (FAR) density bonus of up to 1.0, beyond the maximum permitted FAR in the underlying DW Design Waterfront, DW2 Downtown Design Waterfront, C2 Main Street Business, and R2F Two Family Residential Districts, may be achieved via special permit granted by the Village Board of Trustees for the provision of a specific public benefit to the Village as outlined below, under the provisions of this Section, and in accordance with all site eligibility requirements, design guidelines, and stated project review criteria. The cost of the improvements need not equal the value of the benefits granted.

Table 1. FAR Density Bonuses, Public Amenities

Public Benefit	Specific Public Benefit	FAR Bonus
Provision of new public parking in excess of that required for proposed uses and which provides a significant public benefit or significant improvement or replacement of an existing parking facility within the Village.	200 Spaces	0.2
	300 Spaces	0.3
	400 Spaces	0.4
	500 Spaces	0.5
Provision of new publicly accessible open space or dedicated parkland on-site or anywhere within the Byram Riverfront Overlay District.	0.25 Acre	0.2
	0.25+ Acres	0.4
Wayfinding & Signage – A cohesive sign design will provide navigational aid and will be part of a branding scheme for the district. All signs must adhere to regulations of Section 345-15 Sign Regulations.		0.05
Provision of a public marina pump out station.		0.2
Provision of public restroom facilities, at least two ADA compliant stalls provided.		0.2
Utilities – All new utilities installed as part of any development must be buried underground.		0.3

Design Recommendations

Design recommendations within the BROD provide special aesthetic controls to appropriate a cohesive development scheme in furtherance of the Village’s Comprehensive Plan and Local Waterfront Revitalization Program.

The following recommendations should be clearly indicated and executed.

- (1) Sustainable principles shall be implemented through stormwater management (rain gardens, retention ponds, barrels, pervious pavement). The BROD encourages the use of sustainable building materials. All construction activities must enlist best management practices identified by the Village.

- (2) Vegetation and Landscaping – A vegetated buffer must be provided parallel to the Byram River for all properties abutting the Byram River.
- (3) Façades - Buildings shall articulate any façade fronting a public street, public space, park, or trail with a cohesive design and aesthetic features. No blank walls shall exist when fronting a public street, public space, park, or trail.
- (4) Public Facilities and Access – Public facilities, such as benches, recycling/trash receptacles, and signage must be provided for any development as means to provide public access to the riverfront.
- (5) Other Features – All physical site features - light poles, curbing, construction and paving materials, etc. – must be cohesive in concept and design in order to create a unified landscape fabric.

Application and Procedure

An application to establish an eligible development site to the Byram Riverfront Overlay District and to seek a special permit for applicable FAR bonuses for such site shall be initiated by formal petition to the Village Board of Trustees. Along with its petition, the applicant shall submit a description of its proposed project, including a conceptual plan and statement of proposed use, together with an environmental assessment of the potential impacts associated with the proposed project to the satisfaction of the Village Board of Trustees or other lead agency in accordance with the State Environmental Quality Review Act and its implementing regulations. At a minimum, this environmental assessment shall be a Long Environmental Assessment Form (EAF) with supplemental information and studies submitted by the applicant and Part 3 of the EAF completed by the Lead Agency identifying the project's potential impacts with respect to: aesthetics, streetscapes, and neighborhood character, including a visual impact study; parking demand and available supply; traffic generation; and demand on water and sanitary sewer infrastructure.

Review Process

The Village Board may, in its sole and absolute discretion, designate a development site to the Byram Riverfront Overlay District and grant floor area ratio (FAR) bonuses provided the concept plan meets all eligibility requirements and depending on the substance and degree to which the Public Benefits are included in a redevelopment project. In order to grant any bonuses, the applicant must demonstrate and the Village Board must determine and find the following:

- (1) That the public benefit(s) obtained by virtue of the density bonus substantially meets the goals of the Village as expressed in the Village's Comprehensive Plan.
- (2) That sufficient capacity exists within water supply, wastewater conveyance and treatment, and roadway infrastructure to support the density bonus or that appropriate mitigation is provided to the maximum extent practicable.

- (3) For all projects containing a residential component, dwelling unit configurations shall include an appropriate mix of dwelling unit types and sizes to assure that the potential adverse impact on the public school system is minimized in furtherance of the Comprehensive Plan. The applicant must also provide a per student fee, based on an agreed upon formula developed by the School District and Village, to mitigate the increased burden on the local school system from school age children generated from residential development.
- (4) The applicant must demonstrate that all sewer, stormwater, and traffic impacts generated from the proposed project can be successfully mitigated so as not to create any unmitigated significant adverse environmental impacts. Acceptable mitigation techniques must at the very least maintain the same traffic Level of Service (LOS) values for affected intersections and all sanitary sewer and stormwater infrastructure. This may be achieved through road widening, installation of traffic signals, interchange realignment, improved pedestrian crossings, construction of new sanitary or wastewater sewer lines, or any other mitigation techniques deemed acceptable by the Village Board of Trustees, Village Manager, Village Engineer, and Director of Planning and Development.

RESOLUTIONS

TRAFFIC CONTROL AT ABENDROTH AVENUE AND ADDEE STREET

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, on January 25, 2010 the Planning Commission approved an application for site plan approval from Phoenix Capital Partners, II, LLC. for the development of a 100-unit residential building on the corner of Abendroth and Willett Avenues; and

WHEREAS, on the recommendation of the Village’s consulting traffic engineer, the approval was conditioned upon the applicant installing a traffic light at the intersection of both streets so as to mitigate the development’s impact on vehicular traffic; and

WHEREAS, the applicant has installed such traffic light site which has been tested to the satisfaction of the Village; and

WHEREAS, the traffic light has been added to the Village’s inventory of traffic lights with Con Edison; and

WHEREAS, the Traffic Sergeant has provided a memorandum as to the necessary action that must be taken so that the traffic light, together with other related regulations, may be enforced. Now, therefore, be it

RESOLVED, that the Code of the Village of Port Chester, Chapter 319. Vehicle and Traffic, Section 319-69, Schedule VIII, and pursuant to the provisions of Section 319-12 Stop Intersections, be amended as follows:

	<u>Stop Sign on</u>	<u>Direction of Travel</u>	<u>At intersection of</u>
Delete	Abendroth Avenue	north and south	Adee Street
Delete	Abendroth Avenue	north and south	Willett Avenue
Delete	Adee Street	east	Abendroth Avenue
Delete	Marina Parking Project No. 3, Lot No. 1, Adee Street exit	west	Abendroth Avenue

and be it further

RESOLVED, that the Code of the Village of Port Chester, Chapter 319, Section 319-62, Schedule I, and pursuant to the provisions of Section 319 -5: Traffic Control Signals be amended as follows:

Location

Add Abendroth Avenue and Adee Street

and be it further

RESOLVED, that the Code of the Village of Port Chester, Chapter 319, Section 319--64, Schedule III, and pursuant to the provisions of Section 319 -7: Prohibited Turn on Red Signal, be amended as follows:

	<u>Signal Facing Traffic on</u>	<u>Direction of Travel</u>	<u>At Intersection of</u>
Add	Abendroth Avenue	North	Mill Street

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

ROLL CALL

AYES:

NOES:

ABSENT:

DATE: November 4, 2013

RESOLUTION
APPOINTING CHAIRMAN OF THE ZONING BOARD OF APPEALS

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

RESOLVED, that WILLIAM VILLANOVA of Port Chester New York, is currently serving as a member and acting chairman of the Port Chester ZONING BOARD OF APPEALS is hereby appointed chairman of the Port Chester ZONING BOARD OF APPEALS, with said term to expire December 31, 2015.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

ROLL CALL

AYES:

NOES:

ABSENT:

DATE: November 4, 2013



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Choose a Department

Village BOT Meeting Date: November 4, 2013

Item Type: Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact	x		Public Hearing Required		x
Funding Source:			BID #		
Account #:7310.0434.7310,0435			Strategic Plan Priority Area		
			N/A		
Agreement	x		Manager Priorities		
Strategic Plan Related		x	Choose a Manager Priority		

Sponsor's Name: Heather Krakowski, Recreation Leader

Heading Title
(Will appear as indicated below on Agenda)

AFTER-SCHOOL READING AND ART PROGRAMS

Summary

Background:

The Village has operated an after-school reading and art program for over 10 years. Administered through the Recreation Department, the programs are held at the Corpus Christi School from November to May, Mondays through Thursdays from 3:00 p.m. to 5:00 p.m. The 2013-2014 Village Budget appropriated \$22,000 for both reading and arts program instructors who are retained as independent contractors. There is open enrollment and the program is limited to Village residents. Each year, the Village is reimbursed about \$7,000 for both programs by the New York Office of Child and Family Services.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

- | |
|---|
| I. Resolution
2. Contracts for the instructors |
|---|

RESOLUTION
RECREATION DEPARTMENT
AFTER SCHOOL READING & VISUAL ART PROGRAMS

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

WHEREAS, the Village of Port Chester Recreation Program requires instructors; and

WHEREAS, such services have been appropriated in the 2013-2014 Village Budget; and

WHEREAS, the Recreation Leader has selected several providers to facilitate these programs. Now, therefore be it

RESOVLED, that the Board of Trustees hereby authorizes the Village Manager to enter into the following agreements with regard to the Village of Port Chester Recreation After-School Reading and Visual Art Programs;

- Mario Coronado as a Reading Facilitator in the amount of \$40.00 per two hour session
- Meghan Loper as a Reading Facilitator in the amount of \$30.00 per two hour session
- Anne Lammers as a Reading Specialist in the amount of \$40.00 per two hour session
- Deirdre McDermott as an Art Specialist in the amount of \$40.00 per two hour session.
- Kathy Loper as an Art & Reading Coordinator in the amount of \$40.00 per two hour session.
- Pam Mickatavage as an Art Specialist in the amount of \$40.00 per two hour session; and
- Cathy Terrana as an Art Specialist in the amount of \$40.00 per two hour session.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

ROLL CALL

AYES:

NOES:

ABSENT:

DATE: November 4, 2013

AGREEMENT

This AGREEMENT, entered into this _____ day of November 2013, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the “VILLAGE” and MARIO CORONADO, 201 Commons Park South, Unit 509, Stamford, CT 06902 hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, the Village of Port Chester Recreation Department provides instruction for an After School Reading and Visual Arts Program funded in part by the New York State Office of Children and Family Services; and

WHEREAS, the Village seeks a qualified individual on a part-time contractual basis to act as Reading Facilitator; and

WHEREAS, the Contractor, by virtue of her education, professional background and work experience, has demonstrated that she possesses the skills and abilities necessary to successfully assist the Village in this regard. NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services

The Village hereby contracts with Contractor to provide services as Reading Facilitator with the Port Chester Recreation Department in the Village’s After-School Reading and Visual Arts Program as per the attached Description of Services in Exhibit “A”.

2. Term

The term of this agreement is for the period through May 31, 2014, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

3. Compensation

The Village shall pay the Contractor \$40.00 per two-hour session.

4. Independent Contractor

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the Services which are the subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village.

In no event shall the Village be responsible to the Contractor for the payment of any fringe benefits, pension, workers compensation or other benefits that may usually accrue to employees of the Village.

5. Invoicing

Invoices for payment shall be submitted to the Village Finance Office.

6. Indemnification

The Contractor agrees to indemnify and hold harmless the Village and its officers, agents and employees from any all claims, demands, costs, actions, causes of action, proceedings, expenses, losses, damages and liabilities, including attorneys fees, resulting from or caused by the willful or negligent omissions and/or acts of the Contractor in the performance of the Services.

7. Assignment

This agreement is predicated upon the unique skill, knowledge and expertise of the Contractor and is personal to the Contractor and may not be assigned.

8. Termination

This agreement may be terminated if the Contractor fails to perform the Services in a manner satisfactory to the Village.

9. Notices

(i) If to Contractor:

Mario Coronado
201 Commons Park South
Unit 509
Stamford, CT 06902

(ii) If to Village:

Christopher D. Steers
Village Manager
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

10. Miscellaneous

This agreement embodies all of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall

supersede all agreements, written or oral, relating to the retainer of the Contractor. This agreement may not be amended, modified or terminated except by in writing signed by the parties.

11. Dispute Resolution

In the event of a dispute or controversy between the parties arising out or relating to this Agreement, the parties agree that such disputes will be adjudicated in a court of competent jurisdiction in the State of New York.

12. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

13. Interpretation/Severability

The captions set forth in this agreement are for convenience only and shall not be considered as part of this agreement or in any way limiting or amplifying its terms or provisions.

Each section, subsection and lesser section of this agreement constitutes a separate and distinct undertaking, covenant and/or provision. In the event that any provision of this agreement is determined to be unlawful, such provision shall be deemed to be severed from this agreement, but every other provision of this agreement shall remain in full force and effect.

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

VILLAGE OF PORT CHESTER

MARIO CORONADO

Christopher D. Steers
Village Manager

Contractor

Approved as to Form:

Anthony M. Cerreto
Village Attorney

AGREEMENT

This AGREEMENT, entered into this _____ day of November 2013, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the “VILLAGE” and KATHERINE LOPER, 112 Grandview Avenue, Port Chester, New York 10573, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, the Village of Port Chester Recreation Department provides instruction for an After School Reading and Visual Arts Program funded in part by the New York State Office of Children and Family Services; and

WHEREAS, the Village seeks a qualified individual on a part-time contractual basis to act as an Art and Reading Coordinator for the 2013-2014 Fiscal Year; and

WHEREAS, the Contractor, by virtue of her education, professional background and work experience, has demonstrated that she possesses the skills and abilities necessary to successfully assist the Village in this regard. NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services

The Village hereby contracts with Contractor to provide services as an Art and Reading Coordinator with the Port Chester Recreation Department in the Village’s After-School Reading and Visual Arts Program as per the attached Description of Services in Exhibit “A”.

2. Term

The term of this agreement is for the period through May 31, 2014, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

3. Compensation

The Village shall pay the Contractor \$40.00 per two-hour session.

4. Independent Contractor

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the Services which are the

subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village.

In no event shall the Village be responsible to the Contractor for the payment of any fringe benefits, pension, workers compensation or other benefits that may usually accrue to employees of the Village.

5. Invoicing

Invoices for payment shall be submitted to the Village Finance Office.

6. Indemnification

The Contractor agrees to indemnify and hold harmless the Village and its officers, agents and employees from any all claims, demands, costs, actions, causes of action, proceedings, expenses, losses, damages and liabilities, including attorneys fees, resulting from or caused by the willful or negligent omissions and/or acts of the Contractor in the performance of the Services.

7. Assignment

This agreement is predicated upon the unique skill, knowledge and expertise of the Contractor and is personal to the Contractor and may not be assigned.

8. Termination

This agreement may be terminated if the Contractor fails to perform the Services in a manner satisfactory to the Village.

9. Notices

(i) If to Contractor:

Katherine Loper
112 Grandview Avenue
Port Chester, New York 10573

(ii) If to Village:

Christopher D. Steers
Village Manager
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

10. Compliance

Contractor acknowledges the Village's Ant-Discrimination and Harassment Policy copy of which is annexed hereto.

11. Miscellaneous

This agreement embodies all of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall supersede all agreements, written or oral, relating to the retainer of the Contractor. This agreement may not be amended, modified or terminated except by in writing signed by the parties.

12. Dispute Resolution

In the event of a dispute or controversy between the parties arising out or relating to this Agreement, the parties agree that such disputes will be adjudicated in a court of competent jurisdiction in the State of New York.

13. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

14. Interpretation/Severability

The captions set forth in this agreement are for convenience only and shall not be considered as part of this agreement or in any way limiting or amplifying its terms or provisions.

Each section, subsection and lesser section of this agreement constitutes a separate and distinct undertaking, covenant and/or provision. In the event that any provision of this agreement is determined to be unlawful, such provision shall be deemed to be severed from this agreement, but every other provision of this agreement shall remain in full force and effect.

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

VILLAGE OF PORT CHESTER

KATHERINE LOPER

Christopher D. Steers
Village Manager

Contractor

Approved as to Form:

Village Attorney

AGREEMENT

This AGREEMENT, entered into this _____ day of November 2013, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the “VILLAGE” and ANNE LAMMERS, 19 Howard Parkway, New Rochelle, NY 10801; hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, the Village of Port Chester Recreation Department provides instruction for an After School Reading and Visual Arts Program funded in part by the New York State Office of Children and Family Services; and

WHEREAS, the Village seeks a qualified individual on a part-time contractual basis to act as Reading Facilitator; and

WHEREAS, the Contractor, by virtue of her education, professional background and work experience, has demonstrated that she possesses the skills and abilities necessary to successfully assist the Village in this regard. NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services

The Village hereby contracts with Contractor to provide services as Reading Facilitator with the Port Chester Recreation Department in the Village’s After-School Reading and Visual Arts Program as per the attached Description of Services in Exhibit “A”.

2. Term

The term of this agreement is for the period through May 31, 2014, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

3. Compensation

The Village shall pay the Contractor \$40.00 per two-hour session.

4. Independent Contractor

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the Services which are the subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village.

In no event shall the Village be responsible to the Contractor for the payment of any fringe benefits, pension, workers compensation or other benefits that may usually accrue to employees of the Village.

5. Invoicing

Invoices for payment shall be submitted to the Village Finance Office.

6. Indemnification

The Contractor agrees to indemnify and hold harmless the Village and its officers, agents and employees from any all claims, demands, costs, actions, causes of action, proceedings, expenses, losses, damages and liabilities, including attorneys fees, resulting from or caused by the willful or negligent omissions and/or acts of the Contractor in the performance of the Services.

7. Assignment

This agreement is predicated upon the unique skill, knowledge and expertise of the Contractor and is personal to the Contractor and may not be assigned.

8. Termination

This agreement may be terminated if the Contractor fails to perform the Services in a manner satisfactory to the Village.

9. Notices

(i) If to Contractor:

Anne Lammers
19 Howard Parkway
New Rochelle, NY 10801

(ii) If to Village:

Christopher D. Steers
Village Manager
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

10. Miscellaneous

This agreement embodies all of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall supersede all agreements, written or oral, relating to the retainer of the Contractor. This

agreement may not be amended, modified or terminated except by in writing signed by the parties.

11. Dispute Resolution

In the event of a dispute or controversy between the parties arising out or relating to this Agreement, the parties agree that such disputes will be adjudicated in a court of competent jurisdiction in the State of New York.

12. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

13. Interpretation/Severability

The captions set forth in this agreement are for convenience only and shall not be considered as part of this agreement or in any way limiting or amplifying its terms or provisions.

Each section, subsection and lesser section of this agreement constitutes a separate and distinct undertaking, covenant and/or provision. In the event that any provision of this agreement is determined to be unlawful, such provision shall be deemed to be severed from this agreement, but every other provision of this agreement shall remain in full force and effect.

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

VILLAGE OF PORT CHESTER

Anne Lammers

Christopher D. Steers
Village Manager

Contractor

Approved as to Form:

Anthony M. Cerreto
Village Attorney

AGREEMENT

This AGREEMENT, entered into this _____ day of November 2013, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the “VILLAGE” and DIERDRE McDERMOTT, 149 Broadview Avenue, Port Chester, New York 10573, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, the Village of Port Chester Recreation Department provides instruction for an After School Reading and Visual Arts Program funded in part by the New York State Office of Children and Family Services; and

WHEREAS, the Village seeks a qualified individual on a part-time contractual basis to act as an Art Specialist for the 2013-2014 Fiscal Year; and

WHEREAS, the Contractor, by virtue of her education, professional background and work experience, has demonstrated that she possesses the skills and abilities necessary to successfully assist the Village in this regard. NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services

The Village hereby contracts with Contractor to provide services as an Art Specialist with the Port Chester Recreation Department in the Village’s After-School Reading and Visual Arts Program as per the attached Description of Services in Exhibit “A”.

2. Term

The term of this agreement is for the period through May 31, 2014, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

3. Compensation

The Village shall pay the Contractor \$40.00 per two-hour session.

4. Independent Contractor

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the Services which are the subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village.

In no event shall the Village be responsible to the Contractor for the payment of any fringe benefits, pension, workers compensation or other benefits that may usually accrue to employees of the Village.

5. Invoicing

Invoices for payment shall be submitted to the Village Finance Office.

6. Indemnification

The Contractor agrees to indemnify and hold harmless the Village and its officers, agents and employees from any all claims, demands, costs, actions, causes of action, proceedings, expenses, losses, damages and liabilities, including attorneys fees, resulting from or caused by the willful or negligent omissions and/or acts of the Contractor in the performance of the Services.

7. Assignment

This agreement is predicated upon the unique skill, knowledge and expertise of the Contractor and is personal to the Contractor and may not be assigned.

8. Termination

This agreement may be terminated if the Contractor fails to perform the Services in a manner satisfactory to the Village.

9. Notices

(i) If to Contractor:

Deirdre McDermott
149 Broadview Avenue
Port Chester, New York 10573

(ii) If to Village:

Christopher D. Steers
Village Manager
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

10. Compliance

Contractor acknowledges the Village's Ant-Discrimination and Harassment Policy copy of which is annexed hereto.

11. Miscellaneous

This agreement embodies all of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall supersede all agreements, written or oral, relating to the retainer of the Contractor. This agreement may not be amended, modified or terminated except by in writing signed by the parties.

12. Dispute Resolution

In the event of a dispute or controversy between the parties arising out or relating to this Agreement, the parties agree that such disputes will be adjudicated in a court of competent jurisdiction in the State of New York.

13. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

14. Interpretation/Severability

The captions set forth in this agreement are for convenience only and shall not be considered as part of this agreement or in any way limiting or amplifying its terms or provisions.

Each section, subsection and lesser section of this agreement constitutes a separate and distinct undertaking, covenant and/or provision. In the event that any provision of this agreement is determined to be unlawful, such provision shall be deemed to be severed from this agreement, but every other provision of this agreement shall remain in full force and effect.

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

VILLAGE OF PORT CHESTER

DEIRDRE McDERMOTT

Christopher D. Steers
Village Manager

Contractor

Approved as to Form:

Village Attorney

AGREEMENT

This AGREEMENT, entered into this _____ day of November 2013, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the “VILLAGE” and MEGAN LOPER, 112 Grandview Avenue, Port Chester, New York 10573, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, the Village of Port Chester Recreation Department provides instruction for an After School Reading and Visual Arts Program funded in part by the New York State Office of Children and Family Services; and

WHEREAS, the Village seeks a qualified individual on a part-time contractual basis to act as a Reading Facilitator for the 2013-2014 Fiscal Year; and

WHEREAS, the Contractor, by virtue of her education, professional background and work experience, has demonstrated that she possesses the skills and abilities necessary to successfully assist the Village in this regard. NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services

The Village hereby contracts with Contractor to provide services as a Reading Facilitator with the Port Chester Recreation Department in the Village’s After-School Reading and Visual Arts Program as per the attached Description of Services in Exhibit “A”.

2. Term

The term of this agreement is for the period through May 31, 2014, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

3. Compensation

The Village shall pay the Contractor \$30.00 per two-hour session.

4. Independent Contractor

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the Services which are the subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village.

In no event shall the Village be responsible to the Contractor for the payment of any fringe benefits, pension, workers compensation or other benefits that may usually accrue to employees of the Village.

5. Invoicing

Invoices for payment shall be submitted to the Village Finance Office.

6. Indemnification

The Contractor agrees to indemnify and hold harmless the Village and its officers, agents and employees from any all claims, demands, costs, actions, causes of action, proceedings, expenses, losses, damages and liabilities, including attorneys fees, resulting from or caused by the willful or negligent omissions and/or acts of the Contractor in the performance of the Services.

7. Assignment

This agreement is predicated upon the unique skill, knowledge and expertise of the Contractor and is personal to the Contractor and may not be assigned.

8. Termination

This agreement may be terminated if the Contractor fails to perform the Services in a manner satisfactory to the Village.

9. Notices

(i) If to Contractor:

Megan Loper
112 Grandview Avenue
Port Chester, New York 10573

(ii) If to Village:

Christopher D. Steers
Village Manager
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

10. Compliance

Contractor acknowledges the Village's Ant-Discrimination and Harassment Policy copy of which is annexed hereto.

11. Miscellaneous

This agreement embodies all of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall supersede all agreements, written or oral, relating to the retainer of the Contractor. This agreement may not be amended, modified or terminated except by in writing signed by the parties.

12. Dispute Resolution

In the event of a dispute or controversy between the parties arising out or relating to this Agreement, the parties agree that such disputes will be adjudicated in a court of competent jurisdiction in the State of New York.

13. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

14. Interpretation/Severability

The captions set forth in this agreement are for convenience only and shall not be considered as part of this agreement or in any way limiting or amplifying its terms or provisions.

Each section, subsection and lesser section of this agreement constitutes a separate and distinct undertaking, covenant and/or provision. In the event that any provision of this agreement is determined to be unlawful, such provision shall be deemed to be severed from this agreement, but every other provision of this agreement shall remain in full force and effect.

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

VILLAGE OF PORT CHESTER

MEGAN LOPER

Christopher D. Steers
Village Manager

Contractor

Approved as to Form:

Village Attorney

AGREEMENT

This AGREEMENT, entered into this _____ day of November 2013, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the “VILLAGE” and PAM MICKATAVAGE, 29 Francis Lane, Port Chester, New York 10573, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, the Village of Port Chester Recreation Department provides instruction for an After School Reading and Visual Arts Program funded in part by the New York State Office of Children and Family Services; and

WHEREAS, the Village seeks a qualified individual on a part-time contractual basis to act as an Arts Specialist for the 2013-2014 Fiscal Year; and

WHEREAS, the Contractor, by virtue of her education, professional background and work experience, has demonstrated that she possesses the skills and abilities necessary to successfully assist the Village in this regard. NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services

The Village hereby contracts with Contractor to provide services as an Arts Specialist with the Port Chester Recreation Department in the Village’s After-School Reading and Visual Arts Program as per the attached Description of Services in Exhibit “A”.

2. Term

The term of this agreement is for the period through May 31, 2014, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

3. Compensation

The Village shall pay the Contractor \$40.00 per two-hour session.

4. Independent Contractor

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the Services which are the subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village.

In no event shall the Village be responsible to the Contractor for the payment of any fringe benefits, pension, workers compensation or other benefits that may usually accrue to employees of the Village.

5. Invoicing

Invoices for payment shall be submitted to the Village Finance Office.

6. Indemnification

The Contractor agrees to indemnify and hold harmless the Village and its officers, agents and employees from any all claims, demands, costs, actions, causes of action, proceedings, expenses, losses, damages and liabilities, including attorneys fees, resulting from or caused by the willful or negligent omissions and/or acts of the Contractor in the performance of the Services.

7. Assignment

This agreement is predicated upon the unique skill, knowledge and expertise of the Contractor and is personal to the Contractor and may not be assigned.

8. Termination

This agreement may be terminated if the Contractor fails to perform the Services in a manner satisfactory to the Village.

9. Notices

(i) If to Contractor:

Pam Mickatavage
29 Francis Lane
Port Chester, New York 10573

(ii) If to Village:

Christopher D. Steers
Village Manager
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

10. Compliance

Contractor acknowledges the Village's Ant-Discrimination and Harassment Policy copy of which is annexed hereto.

11. Miscellaneous

This agreement embodies all of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall supersede all agreements, written or oral, relating to the retainer of the Contractor. This agreement may not be amended, modified or terminated except by in writing signed by the parties.

12. Dispute Resolution

In the event of a dispute or controversy between the parties arising out or relating to this Agreement, the parties agree that such disputes will be adjudicated in a court of competent jurisdiction in the State of New York.

13. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

14. Interpretation/Severability

The captions set forth in this agreement are for convenience only and shall not be considered as part of this agreement or in any way limiting or amplifying its terms or provisions.

Each section, subsection and lesser section of this agreement constitutes a separate and distinct undertaking, covenant and/or provision. In the event that any provision of this agreement is determined to be unlawful, such provision shall be deemed to be severed from this agreement, but every other provision of this agreement shall remain in full force and effect.

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

VILLAGE OF PORT CHESTER

PAM MICKATAVAGE

Christopher D. Steers
Village Manager

Contractor

Approved as to Form:

Village Attorney

AGREEMENT

This AGREEMENT, entered into this _____ day of November 2013, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the “VILLAGE” and CATHY TERRANA, 245 Park Avenue, West Harrison, New York 10604, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, the Village of Port Chester Recreation Department provides instruction for an After School Reading and Visual Arts Program funded in part by the New York State Office of Children and Family Services; and

WHEREAS, the Village seeks a qualified individual on a part-time contractual basis to act as an Arts Specialist for the 2013-2014 Fiscal Year; and

WHEREAS, the Contractor, by virtue of her education, professional background and work experience, has demonstrated that she possesses the skills and abilities necessary to successfully assist the Village in this regard. NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services

The Village hereby contracts with Contractor to provide services as an Arts Specialist with the Port Chester Recreation Department in the Village’s After-School Reading and Visual Arts Program as per the attached Description of Services in Exhibit “A”.

2. Term

The term of this agreement is for the period through May 31, 2014, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

3. Compensation

The Village shall pay the Contractor \$40.00 per two-hour session.

4. Independent Contractor

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the Services which are the subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village.

In no event shall the Village be responsible to the Contractor for the payment of any fringe benefits, pension, workers compensation or other benefits that may usually accrue to employees of the Village.

5. Invoicing

Invoices for payment shall be submitted to the Village Finance Office.

6. Indemnification

The Contractor agrees to indemnify and hold harmless the Village and its officers, agents and employees from any all claims, demands, costs, actions, causes of action, proceedings, expenses, losses, damages and liabilities, including attorneys fees, resulting from or caused by the willful or negligent omissions and/or acts of the Contractor in the performance of the Services.

7. Assignment

This agreement is predicated upon the unique skill, knowledge and expertise of the Contractor and is personal to the Contractor and may not be assigned.

8. Termination

This agreement may be terminated if the Contractor fails to perform the Services in a manner satisfactory to the Village.

9. Notices

(i) If to Contractor:

Cathy Terrana
245 Park Avenue
West Harrison, NY 10573

(ii) If to Village:

Christopher D. Steers
Village Manager
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

10. Compliance

Contractor acknowledges the Village's Ant-Discrimination and Harassment Policy copy of which is annexed hereto.

11. Miscellaneous

This agreement embodies all of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall supersede all agreements, written or oral, relating to the retainer of the Contractor. This agreement may not be amended, modified or terminated except by in writing signed by the parties.

12. Dispute Resolution

In the event of a dispute or controversy between the parties arising out or relating to this Agreement, the parties agree that such disputes will be adjudicated in a court of competent jurisdiction in the State of New York.

13. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

14. Interpretation/Severability

The captions set forth in this agreement are for convenience only and shall not be considered as part of this agreement or in any way limiting or amplifying its terms or provisions.

Each section, subsection and lesser section of this agreement constitutes a separate and distinct undertaking, covenant and/or provision. In the event that any provision of this agreement is determined to be unlawful, such provision shall be deemed to be severed from this agreement, but every other provision of this agreement shall remain in full force and effect.

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

VILLAGE OF PORT CHESTER

CATHY TERRANA

Christopher D. Steers
Village Manager

Contractor

Approved as to Form:

Village Attorney

RESOLUTION

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

WHEREAS, The Board of Trustees reserved \$600,000 for “NEW PAYSTATIONS-FY2013-14” in the FY 2013-14 Capital Project Plan adopted 4-29-13.

WHEREAS, appropriations have been made in the amount of \$10,481.70 for equipment to organize and map our parking program inventory.

WHEREAS, the actual cost of the meters to be purchased during phase one of this project is \$596,724.

WHEREAS, the agreed upon design of phase one requires that two power lines be buried in locations where solar power is not an acceptable alternative, requiring further expenditures for work to be performed by the Local Power Authority, and

WHEREAS, an additional \$60,000 is needed to bury the two power lines and for project over-run which will be funded from the Kingsport Impact Fee, now therefore be it

RESOLVED, that the Board of Trustees of the Village of Port Chester hereby authorizes the Village Treasurer to increase the NEW PAYSTATIONS-FY2013-14 Capital Fund Budget by \$60,000 as follows:

New Paystation FY 2013-14 Budget:

Increase Project Budget
From \$600,000 to \$660,000.

5.5.2772.2013.127	Miscellaneous Revenue (Kingsport Impact Fee)
\$60,000	
5.3320.200.2013.127	New Paystations – Equipment
\$60,000	

ROLL CALL

AYES:
NOES:
ABSENT:

DATE:



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Choose a Department Office of Village Manager

Village BOT Meeting Date: 11-4-13

Item Type: Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact	X		Public Hearing Required		X
Funding Source: 5.5.2772.2013.127			BID # N/A		
Account #: 5.3320.200.2013.127			Strategic Plan Priority Area		
			Business & Economic Development		
Agreement		X	Manager Priorities		
Strategic Plan Related	X		5 Year Capital Plan		

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

Heading Title

(Will appear as indicated below on Agenda)

Parking Meter Project budget modification.

Summary

See the Attached summary



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

10-29-13 ITS Agreement
Resolution Summary

AGREEMENT

This AGREEMENT made and entered into this day of October 2013 by and between the Village of Port Chester, a municipal corporation duly organized and existing under the laws of the State of New York, with offices at 222 Grace Church Street, Port Chester, New York 10573 (hereafter the "Village") and Integrated Technical Systems, Inc., 8 Capital Drive, Wallingford, Connecticut 06492 (hereafter the "Consultant").

WITNESSETH

WHEREAS, citing a desire for increased parking revenue and betterment of parking payment services, the Village of Port Chester underwent a competitive procurement process in 2009 for the installation of digital pay stations; and

WHEREAS, as a result of such process, the Village currently utilizes an existing stock of Digital Payment Technology brand Luke I Pay Stations on various streets and parking lots; and

WHEREAS, upon realization of an approximate 20 percent increase in annual revenue in these initially designated areas, the Village has made it a priority to identify additional areas of high utilization parking to also convert to the digital pay format; and

WHEREAS, in a competitive Request for Proposals (RFP) process, for purposes of continuity and integration, the Village sought proposals for the further installation of Digital Payment Technologies Luke I Pay Stations together with other related services as part of a comprehensive parking management plan; and;

WHEREAS, Integrated Technical Systems, Inc, as the successful proposer, is willing to provide these goods and services on the terms and conditions as are hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Scope of Services

The Consultant shall provide the goods and services in conformance with the Technical Specifications contained in the Village's Request for Proposals dated July 25, 2013 and the Consultant's Price Proposal contained in its Proposal dated August 28, 2013 both of which are incorporated by reference and annexed hereto as Exhibits "I" and "II" respectively .

2. Compensation

The Consultant shall install and the Village will purchase a total of forty-six meters and related appliances as described in the Proposal. Forty-four of the meters will be configured for solar power recharge, while two will be configured with AC power recharge. All forty-six of the

meters will be equipped to accept coin, bill and credit card payment and will communicate to the Host EMS Server via CDMA Cellular connectivity utilizing Verizon Wireless as the ISP provider. The Consultant will install, program, and commission all forty-six parking meters and related appliances at the locations that have been mutually agreed upon based on a site evaluation walk-through. The Village will be responsible for providing the necessary mounting pads and grounding rods and for bringing AC power to the installation locations wherever applicable. The total purchase price for the required meters and appliances for which the Consultant will be paid is \$596,724.00. The project is sales tax exempt.

In addition, the Village will also pay the Consultant a monthly hosted parking system management fee of \$50.00 per unit/month. The hosted parking management service, Enterprise Management Software (EMS) will provide the Village with the following services:

1. Real-time credit card processing
2. Real-time monitoring and alarming
3. Web-based reporting

EMS fees do not include API interface to the Complus handheld ticket writer units. If a switch to Pay by Space or Pay by Plate operation is implemented and the API interface is desired, it can be added for an additional EMS fee of \$5.00 per unit per month. All such fees are hereinafter designated as the "Additional Services".

3. Payment

Fifty (50) percent of the total payment of the installation charge shall be made upon evidence of the Consultant ordering the parking meters and related appliances, with the remaining forty (40) percent made upon successful installation and testing of same by the Consultant and the final ten (10) percent upon acceptance and approval by the Village. Said approval may not be unreasonably withheld.

Payment for the Additional Services shall be made on a monthly basis upon the presentment of an invoice with sufficient supporting documentation.

4. Term of Contract and Time for Performance

The contract shall commence on the date of full execution of the Agreement and expire upon the conclusion of the warranty period for the parking meters and related appliances.

In any event, the Consultant shall complete work under the Agreement relative to the installation of the parking meters and related appliances to the Village's satisfaction no later than December 31, 2013, subject to the issuance of purchase order in a timely manner and cooperating weather conditions.

5. Equipment Locations and Approvals

The Village and Consultant have agreed to the locations for the placement of the parking meters and related appliances to be installed under this Agreement. A listing of the locations is annexed hereto as Exhibit "III". The Consultant assumes no liability for the selected placements and/or result of same.

6. Consultant's Breach and the Village's Remedies

Subject to notice and right to cure, failure of the Consultant to comply with any of the terms or conditions of this Agreement shall be deemed a material breach of this Agreement and the Village shall have the right to: cancel, terminate or suspend the Agreement in whole or in part, maintain an action at law or in equity or commence other proceedings with respect to a breach of this Agreement seeking damages and/or specific performance, or contract with another party for its completion together with any reasonable additional expense or cost incurred by the Village charged to the Consultant. Nothing herein shall be understood to limit the Village's right of election of remedies as a consequence of the Consultant's breach of this Agreement.

7. Insurance

The Consultant agrees to procure and maintain insurance at its expense naming the Village of Port Chester as an additional insured and in the coverages described in the insurance requirements contained in the Village's Request for Proposals.

8. Bonds

The Consultant agrees to procure a performance bond and labor and materials bond at its expense with regard to the installation of the parking meters.

9. Defense and Indemnification

The Consultant agrees to provide a defense and defend, at its sole expense, any and all claims, demands, actions and proceedings directly or indirectly arising out of this Agreement.

In addition, the Consultant hereby assumes, to the fullest extent permitted by law, the responsibility and liability for injury to or death of any or all persons, including the Consultant's employees, and for any all damage to property caused by, resulting from, or arising out of any negligent act, omission, or neglect on the part of the Consultant or of any subcontractor engaged by consultant.

The Consultant shall be responsible for damages or injury to property during the prosecution of the Services resulting from any negligent act, omission, neglect or misconduct in the manner or method of executing the Services or of at any time due to defective work and materials.

10 Independent Contractor

The Consultant is engaged only for the purposes and to the extent set forth in this Agreement and its relationship to the Village shall be that of an independent contractor. In accordance with such status, the Consultant covenants and agrees that neither the Consultant nor any of its officers, employees, agents or subcontractors will hold themselves out as, or claim to be, officers or employees of the Village, nor seek any of the rights or privileges accorded employees of the Village.

11. Compliance

The Consultant shall comply with applicable state and federal laws, rules and regulations, including but not limited to, those applicable to the Consultant as an employer of labor. Any terms required by applicable law to be inserted into this Agreement shall be incorporated by reference as if fully set forth herein. Permit fees and/or renewals are not included in purchase price.

The Consultant shall also abide by the Village's Anti-Discrimination and Harassment Policy.

12. Assignment

The Consultant shall not assign the Agreement in whole or in part without the prior written consent of the Village.

13. Waiver

Failure of the Village to insist in any one or more instances upon the strict performance of any term or condition of this Agreement shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the Village of any of the Services or the payment for same with knowledge of a breach of any term or condition of this Agreement shall not be deemed a waiver of any such breach.

14. Notices:

All notices referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid) to the addresses as set forth below or to such other addresses as the parties may designate in writing. Notice shall be effective upon receipt. Notices shall be sent to the following:

To the Village:

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

To the Consultant:

Integrated Technical Systems, Inc.
8 Capital Drive
Wallingford, Connecticut 06492

15 Entire Agreement

This Agreement shall constitute the entire agreement between the parties. It shall not be changed or modified except by written agreement signed by a duly authorized representative of each of the parties.

16. Dispute Resolution

The parties agree that this Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

17. Severability

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the terms and provisions of this Agreement shall not be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

IN WITNESS WHEREOF, the Village of Port Chester and the Consultant have caused this Agreement to be executed.

Approved as to Form:



Anthony M. Cerreto, Village Attorney

VILLAGE OF PORT CHESTER

By: 
Christopher D. Steers, Village Manager

INTEGRATED TECHNICAL SYSTEMS, INC.

By: _____
Its' Authorized Representative

EXHIBIT I:
TECHNICAL SPECIFICATIONS - REQUEST for PROPOSALS

LABOR AND WAGES

The Proposer shall comply with all local, state, and federal laws, rules and regulations applicable, and with the New York State Labor Law. The Proposer shall provide to the Village a copy of all payroll associated with the Project for verification of compliance with requirements. No final payment for the Project will be made until said verification is completed. See attached New York State Department of Labor Prevailing Wage documentation for further information.

Further Information

Outsourcing of services is permitted for this proposal. The Proposal submitted by each Proposer must include an estimate of any cost savings that might be obtained through such outsourcing. The services that may be outsourced include but are not limited to:

- Oversight of installation-related construction and commissioning/debugging of Units including all hardware and software.
- Coordination of wireless technology installation and troubleshooting.
- On-going Unit maintenance.
- Provision of spare parts as required.
- Credit, debit, and smart card payment collection.
- Reporting of financial performance.

All Proposers must respond to all elements of this Request.

The Village prefers to contract with one firm or team for all services, but it may elect to award contracts to multiple Proposers dividing the services among the respondents based on the criteria provided in this Request. The Village may also award only select tasks to a single Proposer. Further, the Village reserves the right to make no award from this Request for Proposals, if it is in the best interest of the Village to do so.

Integration with our existing payment management contract with our current service and maintenance provider Integrated Technology Solutions Inc is not a requirement but may be considered as preferable. Integration with our existing wireless service contracts with Verizon Wireless and T-Mobile is not a requirement but may be considered as preferable.

Specifications for Units

As part of the winning RFP, the Proposal of the selected Proposer shall supply, deliver, and install a number of Luke II Digital Payment Solutions Parking Pay Stations (hardware and software) at 43 locations. All Proposals shall include installation drawings and specifications. The Proposer shall install the units in on-street and off-street parking areas as required. The installation will include, but not necessarily be limited to, placing

anchors in the sidewalk at on-street locations and in off-street locations in collaboration with the Village. The Proposer will meet with the Village to discuss exact locations – to insure compliance with the Americans with Disabilities Act (ADA) and all applicable construction law, when required to insure notification to “Dig Safe,” and to apply for and acquire all necessary permits and approvals and to be compatible with existing plantings, etc.

The proposal shall describe the Digital Payment Technology Units and if and/or how they will meet the following preferred parameters:

GENERAL

The units shall operate as a single system designed to service numerous parking spaces through a Pay-by-Space/Pay-and-Display application. Each Multi-Space meter must have the *capability* to operate in a Pay-by-Space, Pay-and-Display, Pay by Plate and Pay by Phone modes. Programming shall be accomplished through the Village’s current parking enforcement handheld system from Complus Data Innovations (CDI). Current system status and historical data must be maintained on a central location or remote server for enforcement and reporting purposes.

CONSTRUCTION

Cabinet and/or pedestal

- Cabinet shall be constructed of at least 10 gauge cold rolled steel.
- There shall be no exposed pry points.
- Units shall have a weather proof finish with colors approved by the Village of Port Chester.
- Unit shall have vandal resistant paint or other surface finish.
- The overall design of the unit shall be ADA compliant.
- Pedestal must be minimum 12-gauge zinc-coated steel with four locations for anchor bolt fasteners. Anchor bolts cannot be exposed outside the pedestal.
- Pedestal surface finish must be a powder-coating paint that is electrostatically charged and vandal resistant.

Locks/Keys and Physical Security

- Upper cabinet shall have a single lock with a minimum of 4 locking points.
- Lock cylinder shall be easily reprogrammable without the use of tools.
- Locks shall be high security.
- A minimum of 10 keys shall be provided for each compartment.
- Locks must have programmable keys. Optional electronic locks for maintenance and cash vault compartment doors.
- Separate compartments for maintenance and collections. There shall be no access to the money in the cash box when the pay station is open for maintenance or collections.

- All pay station doors must be equipped with sensors that will send a notification, in real-time, to the back-office software alerting to doors being opened or closed.

Environmental

- Units shall be constructed of corrosion resistant materials and shall remain operable in all weather extremes.
- Units shall be designed to operate in a temperature range of
 - -40° F to + 140° F in AC operated environments with an optional heater
 - -4° F to + 140° F in non-AC environments
 - Up to 90% relative humidity (non-condensing).
- Must provide option for Unit heater that can operate on AC power for environmental conditions outside of this temperature range.

POWER

- Units shall operate on 120 VAC power provided by the village at the time of installation.
- Units shall have a self contained battery for back-up power in the event of power failure. Back up battery shall operate the Unit for a minimum of 8 hours duration in the event of a power failure.
- The pay station must operate on battery power with options for either AC or solar recharging systems for the battery. Vendor should provide pricing for both options. Both Financial and location based assessments will be made to finalize choice of recharging system.
- The battery must be a minimum of a 12V 33Ah, sealed gel-cell. Describe battery support available in the AC and/or solar power configurations.
- A battery voltage check system must be integrated into the pay station cabinet and the voltage of the battery must be determined in less than five seconds either by accessing the pay station or by reviewing real-time updates over the Internet.
- The battery storage area must allow the battery to be removed and replaced in less than 60 seconds for servicing.
- Describe the pay station's unique power management capabilities.

COMMUNICATION

- Units shall communicate via standard Ethernet connectivity.
- All communications between system units, servers, and other devices shall utilize TLS/SSL secured communications.
- The pay station must be able to support wireless communication, with an optional choice of GSM or CDMA modems.

- All quoted communications options must be backed with a reference of a proven existing field installation where the communication method has been shown to be reliable.

COMPONENTS

All parts and components must be vandal proof, and weather resistant. They must be modular, removable and replaceable on-site.

- Coin Acceptor
 - Units must be capable of accepting the following US Coins through one channel:
 - Quarters, and dollars(both Susan B. Anthony and Sacagawea).
 - All excess coins to be channeled into a coin department for subsequent removal.
 - The pay station should support an automatic coin shutter.
 - Must reject fraudulent or foreign coins and rejected coins and slugs must be returned immediately.
 - Pay station must have a coin escrow to allow consumers to cancel the transaction at any time and have funds returned.
 - Must be modular construction to allow for easy removal with basic tools.
- Coin Storage Bag/Box/Bin
 - Provide two locking coin collection bags, bins, or boxes for each unit.
 - Coin storage bag/box/bin shall have a minimum capacity of 1000 coins.
 - All denominations of coins must be held in a securely locked stainless steel coin canister separate from the maintenance compartment.
 - The coin canister must have a handle to quickly and easily remove it, and must have a separate key/lock system for security upon removal and transportation.
 - Maintenance personnel without keys must not be able to remove the metal coin canister.
- Bill Acceptor and Stacker
 - Units must be capable of accepting the following US currency notes (bills):
 - \$1,\$2,\$5,\$10,\$20.
 - Units must accept bills in any direction.
 - Bill stacker must be programmable to accept or reject any specific bill denomination.
 - Bill stacker must have a 1000 note capacity.
 - The bill acceptor must be housed separate from the bill stacker vault
 - The bill stacker vault must have a handle to quickly and easily remove it.
 - The bill stacker must be self-sustaining and lockable. A separate key is required to open it.
 - Bill acceptor must allow simple field upgrades for acceptance of newly released bills.

- Maintenance personnel must be able to clear bill jams without the use of special tools and without accessing the bill stacker vault.
- Card Reader
 - Unit card reader must read tracks 1, 2 and 3 of all magnetic stripe cards conforming to ISO7810 and 7811.
 - Unit card reader must read and write to chip based smart cards conforming to ISO 7810 and 7816.
 - Card reader shall be flush mounted with no part of the reader protruding outside the cabinet.
 - Unit must be capable of storing a “bad card list” which is utilized prior to authorization and transaction approval.
 - The CC reader must only partially ingest the card thereby affording the consumer control of the card at all times.
 - The CC reader must accept and process Visa, MasterCard, Amex, Diner’s Card, Discover or any combination thereof, and must be configurable via back-office software.
 - The CC reader must be modular and be easily unplugged and removed with basic tools for easy servicing.
- Receipt Printer & Paper
 - Unit shall be capable of printing a 3.125” wide receipt on Village of Port Chester approved thermal paper stock.
 - The paper roll must easily be removed and replaced in less than 60 seconds.
 - The printer must be modular and be easily unplugged and removed with basic tools for easy servicing.
- Display
 - Unit shall have an LCD screen with at least 320X240 resolution display which is easy to read in various lighting conditions including direct sunlight.
 - All instructions and rates are to be provided through the LCD display, eliminating the need for external signage. Describe the cost to effecting rate changes.
 - The screen must be recessed and protected by a protective screen.
 - The protective screen must be vandal-resistant, weatherproof, and corrosion-resistant.
 - The screen must be modular and easily unplugged and replaced with basic tools for easy servicing.
 - The software must features time of day controls to automatically switch to a high contrast mode to enable better reading in bright lighting conditions. These contrast settings must be selectable and allow for automatic changing from one to the other and back at predetermined times during the day.

- The LCD must have the ability to display at least five menu or rate options simultaneously.
- The LCD must be able to display a color graphic and/or photograph or message for a user-defined amount of time when the pay station is turned on.
- Prompts on the pay station must be user configurable.
- Keypad
 - Units shall have a durable keypad for customer use.
 - Keypads shall achieve a minimum of 50,000 hour MTBF.
 - Any keypad must be tactile and ADA compliant.
 - When a key is pressed, an audible indication must be given to provide feedback to the consumer.
 - The keypad must be vandal-resistant, weatherproof, and corrosion-resistant.
 - The keypad must be modular and be easily unplugged and removed with basic tools for easy servicing.
 - The keypad will be used to turn the pay station on when it is in sleep mode.
- Electrical and Electronic Components
 - All major components must be modular and be easily unplugged and removed with basic tools for easy servicing.
 - All electronic connection plugs must be physically differentiated and must only fit one way.

SPARE PARTS

The following spare parts must be provided by the successful contractor at time of delivery at no additional charge.

For each 2 units provide:

- Bill acceptors – provide 2
- Coin acceptor – provide 2
- Card reader – provide 2
- Receipt Printers – provide 2
- Battery chargers/voltage regulators – provide 2
- Unit Controller (CPU) – provide 1
- Displays – provide 1
- Heaters – provide 1
- Unit data transfer devices (i.e. handheld PDAs, USB data keys, or other required devices for the transfer of rate tables and/or transaction data) – provide 2

OPERATION

- Customer must be able to cancel a transaction at any time prior to completed payment of the parking fee.
- Units must provide the customer with the ability to add time to their existing payment.
- Units must be capable of accepting credit cards.
- Real time credit card authorization is required for units.
- In the event of a temporary network failure, units must store credit card transactions for later settlement and authorization.
- Units must be capable of accepting prepaid cards.
- Acceptance of any individual payment type (E.G. quarters, \$20 bills, credit cards, etc.) must be software configurable with the ability to enable or disable the acceptance of the individual credit card type, bill denomination, or coin denomination.
- Units must issue a “refund” slip when unit has been depleted of change or the customer is entitled to an amount of change in excess of the “maximum allowable change” as defined by the Village of Port Chester during Unit Configuration.
- The Unit must have non-volatile memory that will store up to 10,000 transactions worth of data.
- The Unit must retain all configurations and rates in the event of extended power failure.
- Unit operation shall be ADA compliant.
- The unit must process payments within an average of 10 seconds.

Specification for Software

MANAGEMENT SOFTWARE

- All provided software must be vendor’s most recent production revision of released software.
- Vendor must supply any and all required PC software necessary to configure, modify, operate, and/or maintain the Units.
- Vendor must supply any and all required PC software necessary to generate management reports.

UNIT SOFTWARE

The pay station must support the following payment options:

- U.S. bills: The denominations accepted must be configurable for each pay station.
- U.S. coins: The denomination accepted must be configurable for each pay station.
- Credit cards: Type of credit cards accepted must be configurable for each pay station.

- Contactless payments: Desirable for the pay station to support an RFID reader that accepts contactless payments such as Visa PayWave, MasterCard PayPass, and American Express ExpressPay contactless credit cards to quickly, securely, and conveniently complete a parking transaction. Configuration must be available through the backend software for each pay station.
- Smart cards: Must be configurable for each pay station:
 - POM chip-based smart cards
- Cell phone payment: The units must have an option of paying for parking with a cell phone in a Pay-by-Space or Pay-by-License Plate deployment.
- The units must have the ability to allow for adding time to the existing time purchased in a Pay-by-Space or Pay-by-License Plate deployment.
- The consumer must be able to pay for any space from any pay station provided the pay stations are online (communicating to the central server).

Pay-by-Phone Integration

- The units must have an option to pay for parking with a cell phone in a Pay-by-Space or Pay-by-License Plate deployment.
- Proposer must identify a Pay-by-Phone partner that it integrates with and the integration capabilities. Proposer shall provide active references for users of the Pay-by-Phone partner.
- If the initial payment was made at the pay station, the consumer must have the ability to add time through the cell phone.
- If the initial payment was made through the cell phone, the consumer must have the ability to add time at the pay station.
- If payment was made through the cell phone, the system must be able to notify the consumer through the cell phone prior to expiration of the parking time.
- For enforcement purposes, the enforcement officer must be able to print a report at a pay station for valid spaces paid for regardless if they were paid for at the pay station or by cell phone.

Extend-by-Phone

- The system shall enable consumers to receive text message (SMS) reminders of parking expiration on their mobile phone for transactions initiated at the pay station.
- When operating in Pay-by-Space or Pay-by-License Plate mode, and when online credit card authorization is used, the system shall provide a means for consumers to extend parking transactions initiated at a pay station by sending a text message from their mobile phone.
 - Parking extensions of this nature shall be reflected in pay station stall or license plate enforcement reports and information presented to enforcement devices and license plate recognition systems.

- No pre-registration (Web or telephone system) shall be required for consumers to benefit from text message reminders or extensions. They should be able to select this option by providing their mobile phone number at the pay station.
- Parking extensions shall be charged to the credit card originally used at the pay station.
- The text message sent by consumers to extend time must be simple and devoid of cryptic syntax. Ideally, the consumer should only have to send the number of minutes to add to the parking session.

ENFORCEMENT

- The Village of Port Chester has a mandatory requirement of integrating Pay-by-Space and/or Pay-by-License plate data from the pay stations with the Village's current parking enforcement handheld system from Complus Data Innovations (CDI). The Proposer should identify at least three (3) active client installations where integrations to CDI's handhelds are currently in place.
- The central server system must be able to integrate with Complus Data Innovations, Inc's handhelds for real-time stall information.
- In cases of a communication failure between CDI's handhelds and the pay stations, the enforcement officer (as a backup) must be able to:
 - Generate Valid Stall reports within the entered stall range regardless of how (pay station or cell phone) and at which machine the spaces were paid for. The report must clearly display the expiration time for each valid space.
 - Generate an Expired Stall report within entered stall range which clearly displays the spaces that have not been paid.

MANAGEMENT SOFTWARE CAPABILITIES

- The management software must have the following capabilities:
 - Ability to set up unlimited amount of pay stations at unlimited amount of lots (depending only on available computer memory).
 - Password access at the pay station for collection and maintenance personnel.
 - The ability to set sleep timer mode for the pay station.
 - The ability to configure the pay stations to operate in Pay-by-Space, Pay-and-Display and/or Pay-by-License Plate environment must exist without changing any hardware.
 - Enable/disable additional time to be added to paid stalls.
 - Ability to configure credit cards that will be accepted.
 - Ability to configure smart cards that will be accepted.
 - Ability to configure contactless credit cards that will be accepted.

- Ability to configure magnetic stripe-based value cards that will be accepted.
- Ability to restrict payment types on a rate-by-rate basis.
- Enable online “real-time” credit card authorization (with Ethernet connection or modem option).
- Enable a “Store and Forward” mechanism to process credit cards that are accepted when online communications have been disrupted.
- Enable/disable issuance of printed refund slip.
- Enable/disable issuance of refund slip for cancelled payment.
- Allow a four-line custom message on introduction LCD screen.
- Allow for a color BMP image to be displayed on the pay station LCD screen.
- Allow a four-line custom message on exit screen.
- Allow a four-line custom message on receipt header.
- Allow a four-line custom message on receipt footer.
- Allow a four-line custom message on refund receipt.
- Allow configuration of special stalls (in Pay-by-Space mode) for exclusion from transient parking on specified days and times.
- Allow for the remote upload of all rate and configuration parameters to the pay station via the central server at no charge as many times as the operator wishes.

STANDARD RATE CAPABILITIES

Please confirm that the equipment provided can address the following rates desired by the Village of Port Chester:

- Standard rate capabilities must include:
 - Rates by the minute, hour, day, week, and month.
 - Special event pricing.
 - Different values can be assigned to different hourly increments (for example, first hour at \$2.00; each additional hour thereafter at \$1.00).
 - Progressive, regressive, flat, evening, early bird, and holiday rates.
 - Programmable minimum and maximum time periods.
 - Ability to preset special rate structures up to a year in advance.
 - One-step uploads of bad credit card/smart card file.
 - Incremental rates with minimum increment being five minutes.
 - Ability to set a minimum credit card value for incremental rates.
 - Ability to provide monthly passes.
 - Rate descriptions must be user configurable up to 20 characters in length.

REAL-TIME CREDIT CARD AUTHORIZATION

- The unique authorization number received from the credit card clearinghouse must be clearly displayed on the receipt.
- The authorization number must be available in the back-office software to be used as criteria for credit card transaction searches.
- The pay station must be configurable to accept or not accept credit card payment in the event that the communication to the pay station becomes temporarily unavailable.
- Assuming adequate communication signals are in place, real-time credit card authorization must be completed within three seconds typically, and within 10 seconds maximum.
- The back-end system must allow partial and full refunds of credit card transactions.

ADDITIONAL SOFTWARE CONDITIONS

- Must enable manual updates and retrieval of information from each pay station using a portable device such as a USB key.
- Must enable user to download all configuration and rate table settings.
- Must enable user to upload all transactional data from the pay station.
- The process to download/upload transactions must be easily done by on-site personnel.
- Proposer should demonstrate adequate security of data through password protection and layered levels of privileges.
- All provided software must be the vendor's most recent production revision of released software.

CUSTOMER INTERFACE

- Customer interface must offer multilingual choices with at least English and Spanish choices. Additional Language options will be considered.
- Units must feature customizable easy step-by-step user payment instructions.
- Interface must be ADA compliant.

CUSTOMER RECEIPT

Customer Receipt shall provide at least the following information for each transaction:

- Parking space number (if applicable).
- Amount paid.
- Payment type.
- Transaction date and time.
- Parking expiration date and time.
- Unit serial number or designation.

UNIT REPORTING

- Each unit shall be capable of producing real-time requested reports for download via USB.
- The local or remote server shall be capable of providing real time requested reports to any PC with internet connectivity and the required software.

The pay station must issue a report with the following information:

- Machine serial number
- Date and time of collection
- Date and time of previous collection
- Total amount of money in the collection
- Total amount of bills by denomination
- Total amount in coins
- Total amount of credit card payments by credit card type
- Total number of tickets issued
- Total amount of refunds issued
- Total amount of change issued
- Pay station firmware version
- Stall reports showing valid stalls, unpaid stalls, or paid since last stall report

The pay station must issue a report with the history of the machine with the following information:

- Date of the transactions with “from” and “to” parameters
- Total deposits
- Overpayments
- Total transactions
- First transaction number
- Last transaction number

Revenue detail must have the capability of providing the following information at the pay station.

- Today’s total
- Last 24 hours total
- Yesterday’s total
- This month’s total
- Last month’s total
- This year’s total
- Last year’s total
- 3rd year back
- 4th year back

- 5th year back
- History total since commissioning of pay station

In the back-office software, reports must be able to be generated based on the following parameters:

- Transaction Date
- Transaction Time
- Payment Method
- Rate
- Pay Station Number
- Credit card type

REMOTE MANAGEMENT

The Village of Port Chester would like the proposer to host remote management options. The capabilities provided through remote management must include the following:

- Real-Time Reporting/Pay Station Configuration
 - The pay station must provide, as an option, the ability to generate all of the reports as listed under Reporting through any computer with an Internet connection using up-to-date real-time information.
 - The software must allow for changes in the rate structure remotely from the office provided the pay stations are online.
 - The software must allow for other changes listed under “Management Software Capabilities” to be configured from a remote PC and must be enable uploading to the units in real-time (with a maximum upload delay of five minutes) provided the units are online.

Real-Time Monitoring/Intelligent Dispatch

- The pay station must provide, as an option, the ability to monitor at a minimum the following parts and systems and communicate any malfunctions or supply requirements through e-mail or cell phone:
 - Critical alarms:
 - Alarm on
 - Shutdown due to low battery power
 - Shock from being bumped, tilted, or shaken
 - Major alarms:
 - Coin jam
 - Bill acceptor jam
 - Bill acceptor unable to stack
 - Battery voltage low
 - Printer paper low

- Printer paper out
- The alarms must be transmitted within 10 seconds of the event occurring at the pay station.
- Items without alarms that may be monitored on a secure Internet connection include:
 - Number of coins
 - Number of bills
 - Battery voltage levels
 - Pay station temperature level
 - Pay station humidity levels

PRODUCT SUPPORT

- Local product support: Proposal shall provide local product support staff to verify optimal location of proposed units.
- Technical support: Proposer shall provide training on an individual location basis or in a group setting as approved by the Village of Port Chester. The Proposer shall provide additional training, if needed or as requested at prevailing rates throughout the length of the contract. Additional training shall be determined by the Village's need and provided based on practicality and reasonableness. Proposer shall provide training for technicians and staff responsible for:
 - Installation, startup, and maintenance of the pay stations.
 - Coin collection.
 - Programming rates, valid parking times, etc., through the management software.
 - Monitoring the equipment.
 - Data file collection, credit card file downloading, system monitoring and auditing, setup and maintenance of user account passwords, etc.
- Proposer shall provide a thorough outline of the training content and provide a training schedule for both software and hardware. The schedule shall include periodic refresher training (continuing education), including, but not limited to, emphasis on particular areas of the Village's choice and upgrades of software and/or hardware.
- The successful Proposer shall provide a minimum of 24 hours of training at a designated Village of Port Chester facility for each Village technician to develop expertise in the maintenance and repair of their product, including, but not limited to:
 - a. Installation
 - b. Maintenance
 - c. Troubleshooting repairs
 - d. Operations – programming, inventory, and collections

- 20 copies of operating manual in English for installation, maintenance, and use (complete with wiring diagrams and specifications) are to be provided at the time the pay stations are delivered.

PERFORMANCE STANDARDS

The Village expects reasonable performance standards to apply to various elements of multi-space meter operation at an individual machine level. The Village will negotiate performance standards with the successful respondent for inclusion in contract prior to contract award. The following is a suggestion of some performance elements the Village might reasonably expect:

- Data Accuracy
- User convenience and ease in understanding use
- Proposer accountability
- Availability and access to data twenty-four hours a day, seven days per week and three hundred sixty five days a year
- Availability of local and technical support
- Reporting of parking meter to server communications
- Real time alarms sent to user via text message or other cross platform application available twenty-four hours a day, seven days per week and three hundred sixty five days a year
- Statistical data and interpretation/analysis package
- Credit card transactions file data integrity
- Average credit card transaction time less than 10 seconds
- "Parking meter" reliability and customer payment flexibility
- Ability to integrate with citation and enforcement equipment
- Maintenance response time
- Ability to adjust parking rates on an as-needed basis, on any or all parking meters, either collectively, in sub-groups or individually.

WARRANTY

- Price quoted must include, at minimum, a full one year warranty to include parts and labor.
- Extended warranty options must be made available and outlined within the proposal.

Insurance Requirements

- The Proposer, prior to signing the contract, shall provide the Village of Port Chester and maintain throughout the life of the contract, at his own cost and expense, proof of the following:

**EXHIBIT II:
CONSULTANT'S PRICE PROPOSAL**

Per Unit Pricing Based on a Minimum of 43 Units Purchased

A/C Power Charge Option

	LUKEII-	
1 DPT	102A	NA (38Key, 120VAC, Coin, Card, Bill, Printer
1 DPT	880.4028	CDMA Install Kit
1 ISL	LS-300	Sierra Wireless CDMA Modem
1 DPT	880.4030	Maintenance Lock Standard-L2
1 DPT	880.4036	Collection Lock Standard-L2
1 DPT	100.0084	Create New Service Key - Maintenance
1 DPT	100.0085	Create New Service Key - Collections
1 DPT	450.0018	Key-Green Ext. Access-L/S - Each
1 DPT	450.0019	Key-Yellow Ext. Access-L/S - Each
1 DPT	450.0033	Key-Bill Stacker Access
1 DPT	450.0006	Key-Access Canister Lid
1 DPT	880.4064	AC Heater 120V
2 DPT	115.0108	Coin Canister Box Assy-L2
2 DPT	115.0132	1K-Note Bill Stacker w/ Lock
1 DPT	663.0027P	Paper Thermal-2in-L/S -

TOTAL EQUIPMENT PRICE:	\$11,281
ITS INSTALLATION	\$900
FREIGHT	\$225
GRAND TOTAL:	\$12,406

One-Year Warranty Included

SOLAR Power Charge Option

	LUKEII-	
1 DPT	100A	NA (38key, Solar, Coin, Card, Bill, Printer)
1 DPT	880.4028	CDMA Install Kit
1 ISL	LS-300	Sierra Wireless CDMA Modem
1 DPT	880.4030	Maintenance Lock Standard-L2
1 DPT	880.4036	Collection Lock Standard-L2
1 DPT	100.0084	Create New Service Key - Maintenance
1 DPT	100.0085	Create New Service Key - Collections
1 DPT	450.0018	Key-Green Ext. Access-L/S - Each
1 DPT	450.0019	Key-Yellow Ext. Access-L/S - Each
1 DPT	450.0033	Key-Bill Stacker Access
1 DPT	450.0006	Key-Access Canister Lid
2 DPT	115.0108	Coin Canister Box Assy-L2
2 DPT	115.0132	1K-Note Bill Stacker w/ Lock
1 DPT	663.0027P	Paper Thermal-2in-L/S -

TOTAL EQUIPMENT PRICE:	\$11,873
ITS INSTALLATION	\$900
FREIGHT	\$225
GRAND TOTAL:	\$12,998

One-Year Warranty Included

One-Time Fees (for cumulative 46 units)

3 DPT 880.1028 USB Boss Key (Included in Above price)
1 ITS 16-Training Hours (Included in Above Price)

SPARE PARTS (Per Individual Component) (Not included in Base Contract)

46 DPT	100.0012	EMS ASP Monthly Service	
		EMS Core	\$50.00
		Basic (Remote Config., Batch CC Processing, Stall Data)	Unit/Month
	Includes:	Real Time Credit Card Processing	
		Web Based Reporting	
		Monitoring and Alarming	

*Note - EMS Fees do not include API Interface to ComPlus Handhelds
If a switch to Pay By Space or Pay By Plate operation is implemented and the
API interface is desired, it can be added for an additional EMS fee of \$4

Contract Price: \$596,724.00 plus EMS ASP Monthly Parking System Management fee.

Summary of Parking Meter Project budget modification Resolution.

- The Resolution adds a 10% contingency (\$60,000) to the existing \$600,000 Parking Meter Project outlined in the FY2013-2014 Capital Improvement Fund.
- The money will be taken from the Kingsport Impact Fee which currently stands at \$300,000 which was earmarked for capital projects
- The current parking Meter Project Budget has \$589,518.30 remaining after the purchase of GPS software and equipment which is needed for the mapping and inventorying of the Village parking System. The software and equipment is multipurpose and will be available for several mapping projects in the future.
- The purchase price of the Parking Meters and Solar Panels has been agreed upon at \$596,724. Leaving the current project budget \$7,205.70 short.
- The contingency will also be needed to cover the unexpected expense of burying power lines for two locations where Solar is not an option.
- Any left over project money can be held in the fund for the proposed phase two of the project where meters will be installed on Midland and Horton Avenue.

CORRESPONDENCE

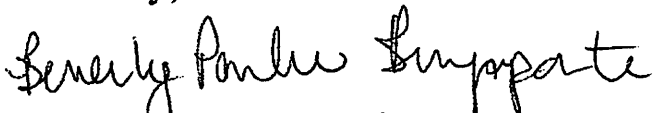
October 25, 2013

To Whom It May Concern:

The Port Chester High School Booster Club is sponsoring a Holiday Boutique on Sunday, November 10, 2013. This event will be held at the PC Middle School. We have approximately 30 Vendors booked for the event and would like to publicize it around town and was hoping we could get approval from the Village of Port Chester to post a sign at Messina Park?

Thank you for your consideration of this request.

Sincerely,



Beverly Pankow Bunjaporte

914 316 8895

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



October 4, 2012

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

Dear Village Clerk:

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

Joe Sutton Jr
531 Locust Ave
Port Chester, NY 10573

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

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

Sincerely,



Paul Cregan
Secretary

**PUBLIC COMMENTS
AND
BOARD COMMENTS**