

VILLAGE OF PORT CHESTER
BOARD OF TRUSTEES
Meeting, Monday, January 6, 2014
Regular Meeting: 6:00 P.M.
VILLAGE JUSTICE COURTROOM
 350 North Main Street, Port Chester, New York
AGENDA

TIME: 6:00 P.M.

I	PROPOSED EXECUTIVE/CLOSED SESSION	ACTION
1	Contract negotiations with United Water Co. regarding Sewer Rent Project.	
II	PUBLIC COMMENTS	ACTION
III	RESOLUTIONS	ACTION
	Administration	
1	Accepting donation from Village Board of Trustees, management and others for the Village of Port Chester Holiday Party.	
	Department of Public Works	
2	Authorize the Village Manager to enter into an agreement with the New York State Department of Transportation for the extension of the Snow and Ice Agreement for the 2014/2015 Snow Season.	
IV	UPDATE FROM THE BUILDING INSPECTOR	ACTION
V	CORRESPONDENCE	ACTION
1	From Reliance Engine & Hose Co. No. 1 on the election of Julio Quinde to active membership and on expelling Isaak Martinez.	
2	From Washington Engine & Hose Co. #4 on the resignation of Lorenzo Chiappetta.	
3	From Allen S. Carroll on his resignation from the Traffic Safety Commission.	
4	Request from Linda Agugliaro to Join Traffic Commission	
5	From the Board of Ethics requesting the Board of Trustees to appoint a new member to this Board as well as an alternate member and for money to be allocated in the 2014 budget for Ethics training for every Village employee.	
6	From Peck, Shaffer & Williams LLP, Request for Public Hearing in connection with Tax-Exempt Bonds to be issued by	

	the Public Finance Authority for the benefit of Educational Media Foundation	
7	From Howard Ravikoff regarding ETPA in the Village of Port Chester.	
VI	PUBLIC COMMENTS AND BOARD COMMENTS	ACTION
VII	PROPOSED EXECUTIVE/CLOSED SESSION	ACTION
1	Board discussion regarding appointment of new Chief of Police.	

TIME: _____

**PROPOSED MOTION
FOR
EXECUTIVE SESSION**

PUBLIC COMMENTS

RESOLUTIONS

HOLIDAY PARTY
2013

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 the initiative of the Village Manager, on December 11, 2013 the Village of Port Chester sponsored a Holiday Party for all Village officers, employees and members of the boards and commissions in appreciation of their hard work and dedication; and

WHEREAS, the event was a resounding success in bringing everyone together and will undoubtedly be remembered for years to come; and

WHEREAS, the expense of this event was completely funded by donations from members of the Board of Trustees and management personnel. Now, therefore be it

RESOLVED, that the Board of Trustees duly accepts the generous contributions of \$4,725 to the Village of Port Chester for the 2013 Holiday Party, and authorizes the Village Treasurer to account for same in the Trust and Agency Funds.

APPROVED AS TO FORM:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

Date:

RESOLUTION

NEW YORK STATE INDEXED LUMP SUM SNOW AND ICE AGREEMENT
2014-2015 WINTER SEASON

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

WHEREAS, pursuant to New York State Highway Law, Section 12, the maintenance and repair of improved state highway in towns and incorporated villages, including control of snow and ice, is under the direct supervision and control of the commissioner of transportation; and

WHEREAS, the commissioner is authorized to enter into an agreement with a municipality for the performance of the work of such control of snow and ice on such terms as the commissioner may determine in the best interest of the public; and

WHEREAS, there are 13.2 lane miles of New York State-owned roads in the Village of Port Chester; and

WHEREAS, the State of New York has historically contracted with the Village of Port Chester for snow and ice removal on these roads; and

WHEREAS, the State has most recently contracted with the Village by agreement dated August 18, 1997 for a term of three years, commencing July 1, 1996 which has been annually extended; and

WHEREAS, such extensions provide for an estimated expenditure determined by the State at the time of extension with an adjustment to the actual payment amount based upon the intensity and severity of the winter season; and

WHEREAS, the State has recently presented to the Village an Agreement to Extend the Indexed Lump Sum Municipal Snow and Ice Agreement; and

WHEREAS, the Village Manager recommends that such long-standing contractual relationship be continued. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to execute the Agreement to Extend the State Indexed Lump Sum Municipal Snow and Ice Agreement for the 2014/15 season, to expire June 30, 2015 with estimated payment to the Village of Port Chester, in the amount of \$19,971.60.

APPROVED AS TO FORM:

Village Attorney

Anthony Cerreto

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

RESIDENCY 8-9

1 Dana Road

Valhalla, NY 10595

Phone: 914 592 6557 / Fax: 914 592 4956

William Gorton, P.E.
Acting Regional Director

Joan McDonald
Commissioner

VILLAGE OF PORT CHESTER

DEC 17 2013

November 29, 2013

RECEIVED

VM

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

**Re: Snow and Ice Agreement Extension
2014/15 Snow & Ice Season**

Dear Mr. Steers:

Enclosed are the following forms, which need to be filled out and signed by the appropriate representatives. Please return all original copies to my Office at the above address for processing:

1. Agreement to Extend Indexed Lump Sum Municipal Snow and Ice Agreement for the 2014/15 Snow Season (Please fill out both sides and sign as required) – 4 copies
2. Maps with color-coded mileage responsibility (Please sign all Map tags) – 6 copies
3. Appendix A – 4 copies

In addition to the above, six original copies of completed resolutions for the Snow Season (certified and signed) with a raised seal from the Municipality's governing body authorizing a Municipal Official to enter into the above extended agreement must be returned to this Office.

If you have any question, please feel free to contact me.

Truly yours,



Dyan Rajasingham, P.E.
Resident Program Engineer

Contract #	Municipality	Ext. Season	Region #
D010769	Village of Port Chester / Westchester South County	2014/15	8

AGREEMENT TO EXTEND INDEXED LUMP SUM MUNICIPAL SNOW AND ICE AGREEMENT

This Agreement made this _____ day of _____, _____ by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the _____ of the **Village of Port Chester of Westchester South County** (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. **D010769** entitled "Indexed Lump Sum Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of **Village of Port Chester**" dated **August 18, 1997**; and

WHEREAS, the term of the said Agreement is for a period of three years commencing July 1, **1996** and said Agreement provides that the parties may at the end of each year of the term of the Agreement extend such term for an additional year; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, **2014**; and

WHEREAS, Section 7 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by the Agreement.

WHEREAS, Section 9 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the provisions of Section 9 at the time for extension of the Agreement;

WHEREAS, Section 9 of the said Agreement also provides for an adjustment to the actual payment amount based on the intensity and severity of the winter season;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSTH:

1. The aforementioned "Indexed Lump Sum Snow and Ice Agreement Between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of one year; now to expire on June 30, **2015**, unless further extended.
2. The State Highways or parts thereof affected by the Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, **2014**, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.
3. All the terms and conditions of the original contract remain in effect except as follows. The indexed lump sum estimated expenditure specified in Section 9 of the aforementioned Agreement shall be **\$1,513.00** per lane mile for **13.2** lane miles for a total of **\$19,971.60** for the **2012/13** season and for the remainder of the term of the Agreement commencing July 1, **2012**, unless changed by future update.

IN WITNESS WHEREOF, this Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

Agency Certification Contract No. D010769

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY _____
For Commissioner of Transportation

BY _____
Christopher D. Steers, Village Manager
Village of Port Chester

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLER'S SIGNATURE

Dated _____

Dated _____

STATE OF NEW YORK)

) SS:

COUNTY OF)

On the _____ day of December in the year _____ before me personally came Christopher D. Steers to me known who, being by me duly sworn, did depose and say that he/she resides in _____, New York; that he/she is the Village Manager of The Village of Port Chester the municipality described in and which executed the above instrument; that he/she executed said instrument by ordering the Governing Body of said municipality pursuant to a resolution which was duly adopted on _____; a certified copy of such resolution attached hereto and made a part hereof.

Notary Public

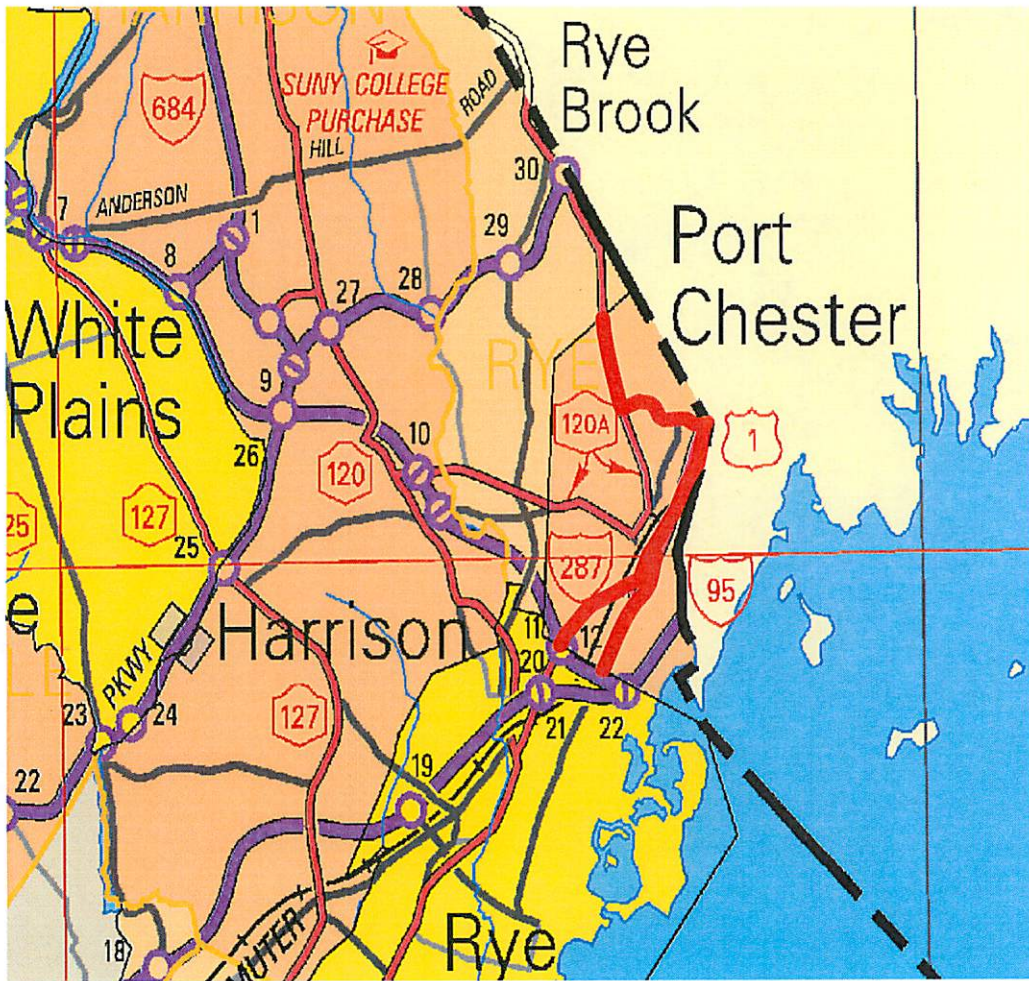
MAP SHOWING _____ VILLAGE OF PORT CHESTER
 RESPONSIBILITY FOR SNOW & ICE CONTROL ON STATE HIGHWAYS FOR THE SEASONS
 OF _____ 2012/13 – 2014/15 _____

CENTER LANE MILES	CONTRACT LANE MILES
3.9	13.20



SIGNED _____
 REGIONAL DIRECTOR OF OPERATIONS _____ DATE _____

SIGNED _____
 FOR MUNICIPALITY _____ DATE _____



APPENDIX A: STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing

wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter or three (3) years after final payment, whichever is later. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in

Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency, or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrades, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein, and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to (i) work, goods or services unrelated to this contract, or (ii) employment outside New York State, or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Empire State Development Corporation's Division of Minority and Women's Business Development (MWBD) pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State.

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended.

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS (NON-FEDERAL AID NEW YORK STATE CONTRACTS). Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

23. CONTRACT TERMINATION PROVISION. The State reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with the requirements contained in State Finance Laws §139j and §139k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the contract.

24. PERSONAL INFORMATION SECURITY. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 889-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

UPDATE FROM THE BUILDING INSPECTOR

CORRESPONDENCE



Fire Department
Village of Port Chester

WESTCHESTER COUNTY, N. Y.



Headquarters: Westchester Avenue and Ponings Street

Harry Howard Hook & Ladder No. 1

Fire Police No. 1

Mellor Hose No. 1

Washington Engine & Hose No. 4

Brooksville Hose No. 5

Companies:

Reliance Chemical & Hose No. 1

Putnam Steamer & Hose No. 2

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

The RELIANCE Eng + Hose #1 respectfully reports that at a meeting

held on 12/6/13 favorable action was taken on the following:

Elected active members JULIO QUINDE of 210 CHESTNUT ST APT #A PC, NY

Elected honorary members _____

Members resigned _____

Members expelled ISAAC MARTINEZ

Members suspended _____

Members died _____

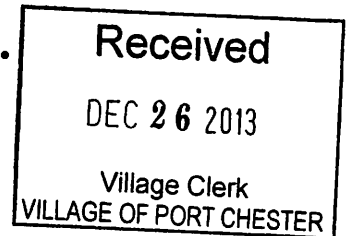
Badges returned (numbers) _____

Remarks _____

Bryan A. Santucci
Secretary.

BRYAN A. SANTUCCI
Secretary

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



December 7, 2012

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

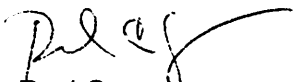
Dear Village Clerk:

Please note the action of Washington E&H Co #4 in accepting the resignation of:

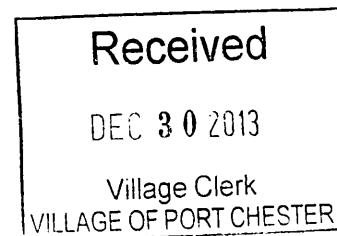
Lorenzo Chiappetta

Any Village issued gear has been returned to our Officers as required.

Sincerely,



Paul Cregan
Secretary



ALLEN S. CARROLL
340 South Regent Street, #2A
Port Chester, NY 10573
(914) 494-9466

December 30, 2013

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

Dear Sirs:

As a member of the Village of Port Chester's Traffic Safety Commission, I am tasked with certain duties that I now believe may conflict with my full-time employment with the Westchester County Department of Public Safety (WCDPS). Given the extensive duties/responsibilities of the Port Chester Traffic Commission, it would seem that the discussion of enforcement initiatives by Port Chester Police Department and possibly other departments, including WCDPS, would fall under the purview of this Commission. Since police involvement and "enforcement" as a concept would ultimately be a part of any discussion that involves traffic control, traffic conditions and traffic safety, and since Port Chester is a village within Westchester County with County roads, I respectfully request that you accept my resignation from this Commission effective immediately to avoid any potential conflict of interest due to my position with the WCDPS.

Thank you for your trust in me to contribute my time and energy as a volunteer to the Village of Port Chester.

Sincerely,

A handwritten signature in cursive script that reads "Allen S. Carroll".

Allen S. Carroll

Clorinda (Linda) Agugliaro
360 Westchester Avenue, Apt. 120
Port Chester, New York
(914) 939-7363

VILLAGE OF PORT CHESTER

DEC 30 2013

RECEIVED

M

December 20, 2013

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

Dear Mayor,

Per our conversation, I would like to join the Traffic Commission.

Sincerely,

A handwritten signature in black ink that reads "Linda Agugliaro". The signature is written in a cursive, flowing style.

Linda Agugliaro

BOARD OF ETHICS

222 Grace Church Street
Port Chester, NY 10573

TO: The Port Chester Board of Trustees

FR The Board of Ethics
Joan M. Di Buono, Chairwoman
Rabbi Jaymee Alpert
Alex Payan
Evelyn Petrone, Esq.
Tony Cerreto, Esq.

DATE: December 30, 2013

Gentlemen:

Via this memo the Board of Ethics is requesting the following:

1. The BOT appoint a **new member** to the BOE. Vincent DeMarr, Jr. resigned on September 24, 2013.

A point of reference, May 6, 2013 Mr. Mathew John, Jr. requested to be considered for an appointment to the Board of Ethics.

In addition, we are requesting that an **alternate** be appointed to the Board of Ethics.

- 2.* Money be allocated in the 2014 Budget for Ethics Training of every Port Chester employee.

Note: The Pace Law School Land Use Center has been contacted; Attorney Cerreto is working on the details.

Thank you for your time and consideration.



PECK, SHAFFER & WILLIAMS LLP
ATTORNEYS AT LAW
65 EAST STATE STREET, SUITE 500
COLUMBUS, OH 43215

TEL 614 224 5205
888 900 5205
FAX 614 224 0069
WWW.PECKSHAFFER.COM

Diana B. Silveira
dsilveira@peckshaffer.com

December 30, 2013

VIA EMAIL to jrichards@portchesterny.com

Board of Trustees
Village of Port Chester
c/o Janusz R. Richards, Village Clerk
222 Grace Church Street, Suite 120
Port Chester, New York 10573

Re: Request for Public Hearing in connection with Tax-Exempt Bonds to be issued by the Public Finance Authority for the benefit of Educational Media Foundation

Dear Members of the Board of Trustees:

Our firm is acting as Bond Counsel in connection with the proposed issuance of tax-exempt bonds (the "Bonds") by the *Public Finance Authority*, a body corporate and politic of the State of Wisconsin (the "Authority"), for the benefit of the *Educational Media Foundation*, a California nonprofit corporation (the "Borrower"). According to the Borrower, the Borrower's primary educational and cultural benefits include the direct broadcast of educational programs, extensive promotion of cultural and charitable opportunities and sponsorship of and partnership with a wide variety of local and national non-profit groups to advance community improvement.

The Authority will loan the proceeds of the Bonds to the Borrower to (a) refinance the cost of acquiring a certain Federal Communications Commission (FCC) license for a radio station, (b) refinance the cost of acquiring certain related equipment and (c) pay certain costs of issuing the Bonds (collectively, the "Port Chester Project"). The FCC license is assigned to the Village of Port Chester (the "Village"), and the radio antenna relating to the station is located at 175 Huguenot Street, New Rochelle, New York.

The Borrower operates radio stations in several states and is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), based on its educational mission which it furthers with these stations. The Authority is empowered to issue the Bonds for the Port Chester Project pursuant to Section 66.0304 of the Wisconsin Statutes, as amended.

Board of Trustees
Village of Port Chester
December 30, 2013
Page 2

Federal tax law plays a large role in tax-exempt financings, including the one required in connection with the Port Chester Project. In order to complete this tax-exempt financing and refinance the Port Chester Project in the Village, the Borrower needs your assistance in meeting the following tax law requirements:

First, Section 147(f) of the Code requires that a public hearing be held in the local area where the project being financed or refinanced with tax-exempt obligations is located, at least 14 days after publication of notice in accordance with the Code's requirements.

Second, the Code requires that an elected representative, such as the Board of Trustees of the Village (the "Board"), formally approve the issuance of the Bonds.

To satisfy these tax law requirements, the Borrower requests the Board to cause the notice described above to be published, hold (or cause to be held) a public hearing and consider a resolution approving the Bonds. We are also aware that the Board must consider an initial resolution to hold the public hearing, and publish a separate public notice with regard to the public hearing. The public hearing mandated by the Code only requires the Board (or its designated representative) to give interested parties the right to make statements about the Port Chester Project or the Bonds and does not require the Board to conduct a debate or make a determination on the merits of the Port Chester Project. The approval given by the Board is merely needed to meet the Code requirements. Such approval *does not* obligate the Village to make any payments with respect to the Bonds, nor will the Bonds become the indebtedness of the Village. We have included with this letter the forms of the Public Hearing Resolution, the Public Notice that is required by the Code and the Approval Resolution, which is to be considered by the Board after the public hearing is held.

PECK, SHAFFER & WILLIAMS LLP

Board of Trustees
Village of Port Chester
December 30, 2013
Page 3

We hope to work with you and the Village to schedule the public hearing for January 21, 2014. In connection with that, we request that this correspondence be considered along with the attached Public Hearing Resolution at the Board's meeting on January 6, 2014. We would be happy to undertake the process of getting the notice required by the Code published on January 7, 2014 at your direction, and request that the Village's required notice be published on January 10, 2014. Thank you for your assistance. Please do not hesitate to contact us if we may answer any questions you might have. We look forward to completing this project with you.

Sincerely,

PECK, SHAFFER & WILLIAMS LLP



Per Diana B. Silveira

DBS/clp
Attachments
30086

NOTICE OF PUBLIC HEARING IN CONNECTION WITH THE ISSUANCE BY THE PUBLIC FINANCE AUTHORITY OF ITS TAX EXEMPT BONDS FOR THE BENEFIT OF EDUCATIONAL MEDIA FOUNDATION IN THE AGGREGATE PRINCIPAL AMOUNT OF APPROXIMATELY \$30,000,000

PUBLIC NOTICE IS HEREBY GIVEN that a public hearing will be held by the Board of Trustees (the "Board") of the Village of Port Chester, New York (the "Village"), at the Port Chester Justice Court Courtroom, 350 North Main Street, Second Floor, in Port Chester, New York on Tuesday, January 21, 2014, at or about 7:00 p.m. concerning the proposed issuance by the Public Finance Authority (the "Authority") of its tax exempt bonds for the benefit of Educational Media Foundation, a California nonprofit corporation (the "Borrower"), in one or more series and in the aggregate principal amount of approximately \$30,000,000 (the "Bonds"). The Bonds are expected to be issued pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, by the Authority, a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes. The proceeds from the sale of the Bonds will be loaned to the Borrower, a portion of which will be used to finance or refinance (a) the cost of acquiring a Federal Communications Commission (FCC) license (the "License") to operate a radio station (the "Radio Station"), which offers public affairs programming, contemporary Christian music, public service announcements and personal counseling by phone to listeners, such License being assigned by the FCC to the Village, (b) the cost of acquiring any related equipment to such Radio Station and (c) certain costs of issuing the Bonds.

The radio antenna relating to the License and Radio Station is located at 175 Huguenot Street, New Rochelle, New York. The License and the Radio Station will initially be owned and operated by the Borrower.

The Bonds will be limited obligations of the Authority payable solely from the loan repayments to be made by the Borrower to the Authority, and certain funds and accounts established by the Financing Agreement for the Bonds.

Interested persons are invited to attend the public hearing which will be the only public hearing held prior to the consideration by the Board of the resolution approving the issuance of the Bonds for the proposed purposes described above.

DATED: January 7, 2014
VILLAGE OF PORT CHESTER, NEW YORK

[Publish no less than 14 days prior to the hearing date]

RESOLUTION

WHEREAS, Educational Media Foundation (the "Borrower") has represented to the Board of Trustees (the "Board") of the Village of Port Chester, New York (the "Village") that it is a California nonprofit corporation which intends to operate a non-commercial radio station (the "Radio Station"), the Federal Communications Commission (FCC) License (the "License") for which is assigned to the Village, and the radio antenna and other related equipment for which is located at 175 Huguenot Street, New Rochelle, New York; and

WHEREAS, the Borrower has requested the Public Finance Authority (the "Authority") to issue its tax exempt obligations (the "Bonds") for the benefit of the Borrower, in one or more series and in the aggregate principal amount of approximately \$30,000,000, a portion of which will be used to refinance (a) the cost of acquiring the License to operate the Radio Station, (b) the cost of acquiring certain related equipment and (c) certain costs of issuing the Bonds (collectively, the "Project"); and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, requires, as a condition to receiving tax exempt treatment of the interest on the Bonds, requires that a public hearing be held in the local area where the project being financed or refinanced with tax-exempt obligations is located, after reasonable public notice in accordance with the Code's requirements; and

WHEREAS, the Borrower has requested that a public hearing be held by the Board in order to comply with federal tax requirements;

WHEREAS, the Board deems it necessary and advisable that this Resolution be adopted. Now, therefore, be it

RESOLVED, that a public hearing shall be held by the Board of Trustees of the Village on Tuesday, January 21, 2014 at or about 7:00 p.m. at the Port Chester Justice Court Courtroom, 350 North Main Street, Second Floor, in Port Chester, New York, for the purpose of complying with federal tax requirements applicable to the Bonds; and

RESOLVED, that this Resolution shall take effect and be in full force immediately after its adoption by the Board.

THIS RESOLUTION HAVING BEEN DULY CONSIDERED AND VOTED UPON WAS PASSED AND APPROVED THIS SIXTH DAY OF JANUARY, 2014.

**BOARD OF TRUSTEES OF THE VILLAGE
OF PORT CHESTER, NEW YORK**

ATTEST:

Janusz R. Richards, Village Clerk

By: _____
Neil J. Pagano, Mayor

RESOLUTION

WHEREAS, Educational Media Foundation (the "Borrower") has represented to the Board of Trustees (the "Board") of the Village of Port Chester, New York (the "Village") that it is a California nonprofit corporation which intends to operate a non-commercial radio station (the "Radio Station"), the Federal Communications Commission (FCC) License (the "License") for which is assigned to the Village, and the radio antenna and other related equipment for which is located at 175 Huguenot Street, New Rochelle, New York; and

WHEREAS, the Borrower has represented to the Board that the Radio Station will offer public affairs programming, contemporary Christian music, public service announcements and off-the-air personal counseling by phone to listeners; and

WHEREAS, the Borrower has represented to the Board that the License and the Radio Station will initially be owned and operated by the Borrower; and

WHEREAS, the Borrower has requested the Public Finance Authority (the "Authority") to issue its tax exempt obligations (the "Bonds") for the benefit of the Borrower, in one or more series and in the aggregate principal amount of approximately \$30,000,000, a portion of which will be used to refinance (a) the cost of acquiring the License to operate the Radio Station, (b) the cost of acquiring certain related equipment and (c) certain costs of issuing the Bonds (collectively, the "Project"); and

WHEREAS, in order to achieve interest savings, the Borrower desires that the Bonds be issued in compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), so that interest on the Bonds may be excludible from the gross income of the owners of the Bonds; and

WHEREAS, on January 21, 2014, the Board held a public hearing at or about 7:00 p.m. after reasonable public notice was given in accordance with applicable law, and at such public hearing no objections were raised with respect to the proposed issuance of the Bonds or the financing of the Project; and

WHEREAS, Section 147(f) of the Code requires, as a condition to receiving tax exempt treatment of the interest on the Bonds, that an authorized, elected representative approve the Bonds, and the Board constitutes such an authorized, elected representative; and

WHEREAS, the Board deems it necessary and advisable that this Resolution be adopted. Now, therefore, be it

RESOLVED, that the issuance of the Bonds by the Authority in one or more series and in the aggregate principal amount not to exceed \$30,000,000 is hereby approved, that such approval shall be solely for the purposes of Section 147(f) of the Code; and

RESOLVED, that the Bonds shall not be, and are not, general obligations, debt or bonded indebtedness of the Village and the holders or owners of such Bonds shall not have the right to have excises or taxes levied by the Village for the payment of principal of, or interest or premium, if any, on such Bonds, such payment shall be made only by the Borrower from funds

provided by the Borrower or its subsidiaries and affiliates, and the Village shall not be the issuer of the Bonds; and

RESOLVED, that this Resolution shall take effect and be in full force immediately after its adoption by the Board.

THIS RESOLUTION HAVING BEEN DULY CONSIDERED AND VOTED UPON WAS PASSED AND APPROVED THIS ____ DAY OF JANUARY, 2014.

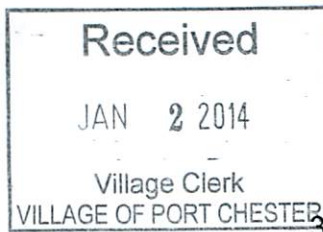
**BOARD OF TRUSTEES OF THE VILLAGE
OF PORT CHESTER, NEW YORK**

ATTEST:

Janusz R. Richards, Village Clerk

By: _____
Neil J. Pagano, Mayor

Lotipac Holding Co., LLC



33 New Broad Street
Port Chester, NY 10573

Phone 914-934-2424
Fax 914-937-5186

December 30, 2013

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

Re: ETPA in the Village of Port Chester

To All Concerned:

I would like to draw your attention to ETPA in the Village of Port Chester. I appreciate your attention to this matter as well as any guidance you can offer to execute the following end;

I believe the Village of Port Chester is obliged to end ETPA. In doing so, ending ETPA will help this business owner and perhaps several others, and remove the Village from regular responsibilities of administering ETPA.

We own a 29 unit apartment building here in the Village of Port Chester. Having 7 or more units and being built before 1974 the apartments are regulated under ETPA.

It is my understanding that each municipality in New York State had the opportunity to declare "an emergency" and thus the rental housing stock of 7 units or more in a single building constructed in 1974 or earlier would be subject to ETPA regulations.

Port Chester declared such an emergency.

It is also my understanding that because of this declaration each municipality is required to keep a tally of total units, not just ETPA regulated units, and the number of vacancies available on an annual basis.

This is required because the act requires certain things of each municipality including;

"The emergency must be declared at an end once the vacancy rate described in subdivision a of this section exceeds five percent."
(Section 3b ETPA of 1974)

Consider this a formal request for an accurate count of vacancies in the Village of Port Chester.

I look forward to your response.

Sincerely,



Howard Ravikoff

914-934-2424 x112

**PUBLIC COMMENTS
AND
BOARD COMMENTS**

**PROPOSED MOTION
FOR
EXECUTIVE SESSION**