

**VILLAGE OF PORT CHESTER  
BOARD OF TRUSTEES**

**Meeting, Tuesday, February 18, 2014**  
**PROPOSED EXECUTIVE/CLOSED SESSION 6:30-7:00 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.**

	<b>MEETING OF THE BOARD OF TRUSTEES IN THEIR CAPACITY AS A BOARD OF POLICE COMMISSIONERS</b>	<b>ACTION</b>
1.	Board of Police Commissioners to meet with the Chief of Police.	

**TIME: 6:30 P.M.**

	<b>PROPOSED MOTION FOR EXECUTIVE SESSION</b>	<b>ACTION</b>
1	Interview Linda Agugliaro to Join Traffic Commission.	
2	Cablevision Franchise Agreement Renewal. 1. Workshop with Cablevision. 2. Use of Port Chester-Rye Union Free School District production studio  <b><u>Resolution</u></b>	

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

<b>I</b>	<b>AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION RE:</b>	<b>ACTION</b>
1	Public Hearing to consider the advisability of adopting a local law amending the Code of the Village of Port Chester, to add provisions to Chapter 269, previously reserved, to be entitled "Sewer Rents."	
2	Public Hearing to consider the advisability of establishing the sewer rent rate at \$1.300020/CCF of water consumption.  <b><u>Resolution</u></b>	
<b>II</b>	<b>PUBLIC COMMENTS</b>	<b>ACTION</b>

<b>III</b>	<b>PRESENTATION</b>	<b>ACTION</b>
1	National Development Council (NDC) – Port Chester Municipal Complex	
2	Update from Lou Del Bianco regarding The Luigi Del Bianco Memorial.	
<b>IV</b>	<b>RESOLUTIONS</b>	<b>ACTION</b>
	<b>Administration</b>	
1	Authorize the Village Manager to enter into an agreement with the Port Chester-Rye-Rye Brook Volunteer Ambulance Corps, Inc.	
2	Authorizes the waiver of the building permit and related fees with regard to the tenant fit-out by the Town of Rye.	
3	Budget amendment – DEA funds to purchase 2014 Ford Escort, Taser Units, & three (3) camera mobile law enforcement package.	
<b>V</b>	<b>CORRESPONDENCE</b>	<b>ACTION</b>
1	From Mark D. Santora, V.P. of the PC/RB Kiwanis Club re: April 4, 2014 as Community Service Day in Port Chester.	
2	From Fire Patrol & Rescue Co #1 on the election of Anthony Amato and the expulsion of Carlos Marquez.	
3	From Mellor Engine & Hose Co. No. 3 on the election of Christopher Petrowski	
4	From the Traffic Commission	
5	From Andrea Granata regarding setbacks for structures.	
6	From Mary E. Madden regarding the Consumer Protection Code	
7	From John C. Peterson expressing his respect and appreciation for Marshal Steve Carroll.	
8	From Town of Rye requesting a waiver of the projected \$3,088 in construction permit fees.	
<b>VI</b>	<b>MINUTES</b>	
1	Minutes from September 3, 2013	
2	Minutes from September 5, 2013	
3	Minutes from September 16, 2013	
4	Minutes from October 2, 2013	
<b>VII</b>	<b>PUBLIC COMMENTS AND BOARD COMMENTS</b>	<b>ACTION</b>

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



**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

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To: Hon. Mayor Pagano and Board of Trustees

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

Re: Proposed Sewer Rent Law - Type II SEQRA Determination

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

Date: December 31, 2012

Adoption of the proposed Sewer Rent Law by the Board of Trustees is classified as a Type II action under SEQRA section 617.5(c)(27), "adoption of regulations, policies and local legislative decisions...". Further, the actual effect of the law itself fits within SEQRA section 617.5(c)(19) "official acts of a ministerial nature involving no exercise of discretion ...".

Therefore, no further environmental review is required.

A LOCAL LAW AMENDING THE CODE OF THE  
VILLAGE OF PORT CHESTER WITH REGARD TO  
THE ESTABLISHMENT OF SEWER RENTS

SECTION 1: The Code of the Village of Port Chester is hereby amended by adding provisions to Chapter 268, previously reserved, to be entitled “Sewer Rents”, to read as follows:

**Section 268-1. Purpose; authority**

Pursuant to Article 14-F of the General Municipal Law, there is hereby established and imposed a plan of sewer rents applicable to the Village of Port Chester’s sanitary sewer system. Such plan shall consist of annual charges against properties that utilize the Village’s sewers. The annual sewer rents as provided for in this chapter shall be applied to pay the costs of the operation, maintenance, upkeep, repair and replacement of the sanitary sewer system. The purpose of the local law is to preclude the cost of the sanitary sewer system from being funded solely from the property tax and to more equitably distribute such cost on all properties, including tax exempt properties.

**Section 268-2. Definitions**

For the purpose of this Section, the definitions set forth herein shall be controlling:

(a) SANITARY SEWER SYSTEM – The system for the collection of sewage, including all sewer mains, pumping stations, appurtenances or other facilities, which are owned, operated and maintained by the Village of Port Chester, whether in or outside the Village.

(b) SEWER RENTS – A schedule of annual charges established and imposed by the Village of Port Chester for the use of the sanitary sewer system.

(c) SYSTEM USERS – The record owners of real properties that have sanitary facilities which discharge into the sanitary sewer system, whether the properties are located in or outside of the Village of Port Chester.

(d) TOTAL WATER CONSUMPTION – Shall mean the total volume of water delivered to a property by the water source for which a sewer user is responsible. The total volume of water shall be the sum of the volume of water metered by, or otherwise calculated by the water source.

(e) WATER CONSUMPTION – The consumption of water, measured in hundreds of cubic feet (“CCF”); one CCF equals 748 gallons.

(f) WATER SOURCE – Shall mean any entity that delivers water to a property such as United Water Westchester or its’ successors in interest or assigns.

### **Section 268-3. Obligation to pay sewer rent**

All system users, as defined herein, shall be liable for fees and sewer rent as enacted.

While system owners may charge a tenant (s) for sewer rent, owners are liable to the Village for payment for sewer rents. The failure of tenants to reimburse or indemnify a system user shall not be a defense to the obligation to pay sewer rent. All sewer rents and penalties shall be a charge against the property for which the system user and any successor in interest shall be liable therefor.

### **Section 268-4. Sewer rent; adjustments; changes**

A.Sewer Rent. System users shall pay an amount based on the actual water consumption as determined by the water source using a water meter or other measuring device, or an estimated amount if the water source is unable to obtain a reading.

B. Adjustment. System users may apply to the Village for an adjustment of the amount of water consumption. Such application shall in writing, accompanied by any prescribed filing fee, and include all evidence to support the degree and amount of water usage that is claimed to be applied for uses that do not result in discharges into the sanitary sewer system. The Board may grant an adjustment on an appeal as provided hereinafter, but in no event shall such adjustment exceed ten (10) percent of the water consumption.

C.Changes. The initial rate of the sewer rent shall be established by resolution of the Board of Trustees after public hearing on five days' notice. Subsequent changes to the rate of the sewer rent and amount of penalty shall be made in the same manner.

### **Section 268-5. Annual costs of the sanitary sewer system**

The annual operation and maintenance costs of the sanitary sewer system shall be determined as part of the Village's budget process. The annual costs shall include, but not be limited to:

- (1) Personnel services, including salaries and fringe benefits
- (2) Contractual services
- (3) Repairs and replacement to the sanitary sewer system
- (4) Materials and supplies
- (5) Utilities
- (6) Building repair and maintenance
- (7) Equipment

(8) Testing and sampling

(9) Insurance

(10) Indebtedness

(11) Auditor's Fees

(12) Reserve Fund

(13) Contingency

**Section 268-6. Billing and payments.**

A. System users shall be billed by the Village or entity to which billing authority has been designated on a frequency established by the Village.

B. Sewer rents shall be paid to the Village of Port Chester.

C. Sewer rent bills shall be sent to system users to the address to which real estate bills would be sent.

(1) The failure of a system owner to receive a bill shall not excuse non-payment thereof, nor shall it act as a waiver of a penalty imposed herein prescribed.

(2) A system user that intends to convey property shall notify the Village or entity to which billing authority has been delegated sufficiently in advance of the closing title for a final reading and new ownership information.

D. System users may be afforded the option of receiving e-bills or direct deposit of payments. System users may request that a tenant receive bills, and such additional notice may be given as an accommodation.

E. Any adjustments granted, issued or agreed upon with regard to actual water consumption shall be indicated to system users and reflected in the next succeeding bill.

**Section 268-7 Late payments, penalties, liens, enforcement**

A. All bills shall become due and payable without penalty within twenty-five (25) days of issuance.

B. A penalty of one percent will be charged for any bill that remains unpaid after twenty-five (25) days. An additional penalty of one percent shall be added for each succeeding month or any portion of a month in which the sewer rent continues to remain unpaid.

C. Unpaid sewer rents, penalties and interest shall constitute a lien upon the real property as provided by General Municipal Law, Section 452. This lien shall have priority and be senior to

every other lien with the exception of the lien of an existing tax, assessment or other lawful charge imposed by the state of a political subdivision or district thereof.

D. Delinquent accounts shall be collected and enforced in a manner authorized by General Municipal Law, Section 452. The Board of Trustees acknowledges that it may bring and maintain an action as upon contract for sewer rents in arrears, including penalties and interest or to foreclose liens for such sewer rents. As a first preference, the Board desires to take advantage of the alternative process through the tax collection and enforcement process that is authorized as an alternative. The Board shall annually cause a statement to be prepared setting forth the amount of each lien for sewer rents in arrears, the real property affected thereby and the name of the person in whose name such real property is assessed. Such statement shall be presented to the Board of Trustees on or before a date to be specified by it. The Board shall levy the amounts contained in such statement against the real property liable at the same time and in the same manner as city, village, county or town taxes, as the case may be and such amounts shall be caused to be set forth in separate column in the annual tax rolls. The amounts so levied shall be so collected and enforced in the same manner and at the same time as may be provided by law for the collection and enforcement of city, village, county or town taxes, as the case may be.

#### **Section 268-8. Collection of sewer rents; sewer rent fund.**

All revenues from sanitary sewer rents including penalties shall be kept in a separate bank account to be designated as "sewer rent fund" All such funds, together with any interest thereon, shall be used in accordance with General Municipal Law, Section 453.

#### **Section 268-9. Appeals**

A system user may apply to the Board of Trustees for review of any determination made by the Village or entity to which billing authority has been designated. Determinations by the Board of Trustees are subject to judicial review pursuant to Article 78 of the New York Civil Practice Law and Rules.

#### **Section 268-10. Properties located outside the Village**

System users for properties located outside the territorial limits of the Village of Port Chester are liable for charges in accordance with this chapter unless the subject of an existing agreement with the Village.

#### **Section 268-11. Exemption**

The property of the Village of Port Chester is solely exempt from the obligation to pay sewer rent.

**Section 268-12. Agreement with water source**

Together with United Water Westchester, the Village of Port Chester has petitioned the New York State Public Service Commission for authorization to contract with the water company to utilize its water consumption data, perform billing functions, as well as provide any other services necessary to administer this chapter.

**Section 268-13. Severability**

Should any section or provisions of this Local Law be adjudged by a court of competent jurisdiction to be unconstitutional or otherwise invalidated, such judgment shall not affect, impair or invalidate the remainder of this Local Law, and it shall be construed to have been the legislative intent to enact this Local Law without such unconstitutional or invalid parts therein.

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

ESTABLISHING A SEWER RENT RATE  
FOR FY 2013-2014

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, Article 14-F of the New York General Municipal Law authorizes municipalities to establish a system of user fees, or sewer rents; and

WHEREAS, in the exercise of such statutory authority, the Board has adopted a local law establishing a system of sewer rents using water consumption as a basis for calculating same; and

WHEREAS, the Village Manager has provided the proposed sewer rent rate for FY 2013-2014 to the Board of Trustees, that being \$1.300020/CCF of water consumption; and

WHEREAS, as required by law, the Board has conducted a public hearing wherein all interested parties were given an opportunity to be heard. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby establishes the sewer rent rate for FY 2013-2014 at \$1.300020/CCF of water consumption.

Approved as to Form:

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

ROLL CALL

AYES:  
NOES:  
ABSENT:

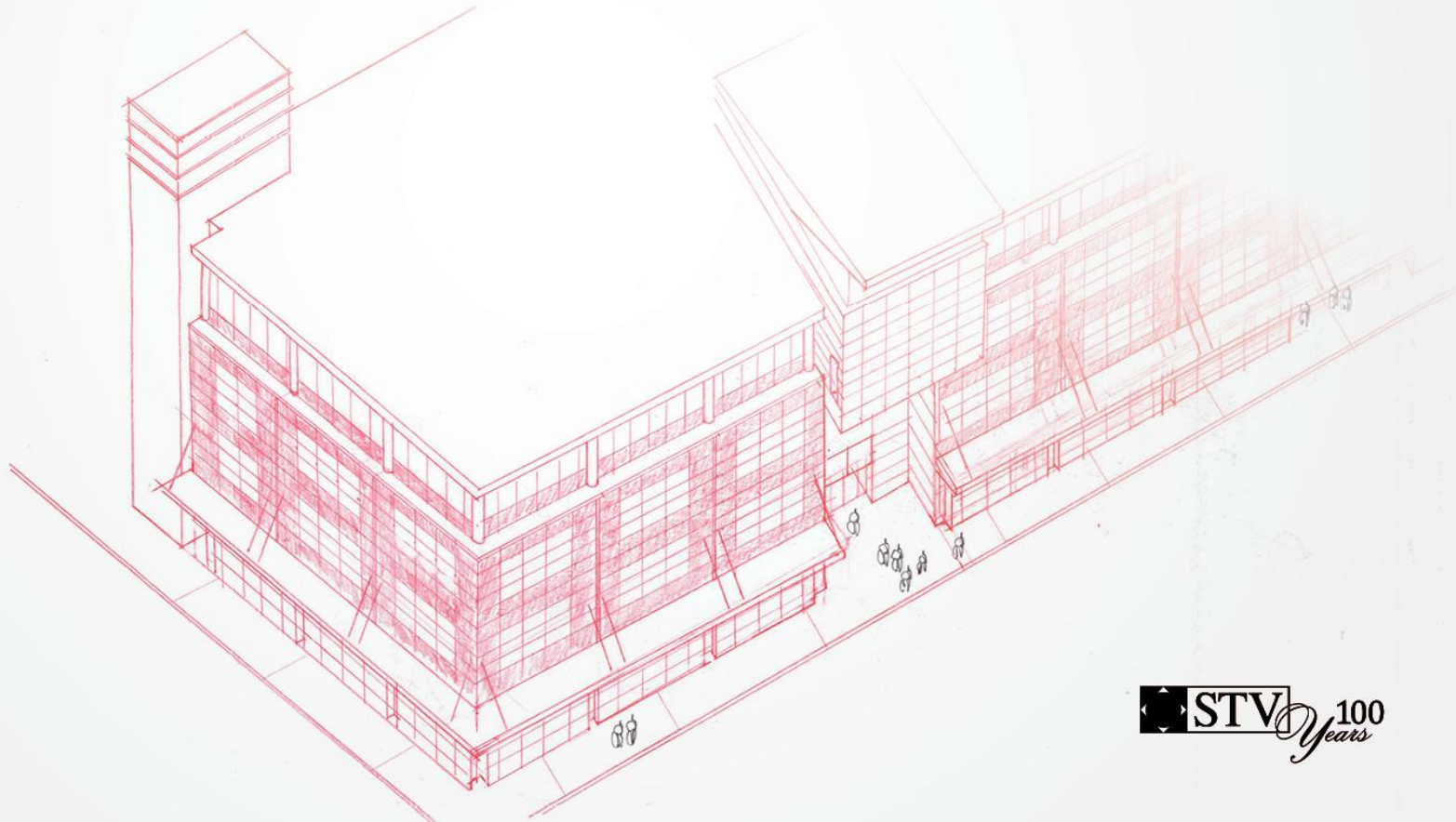
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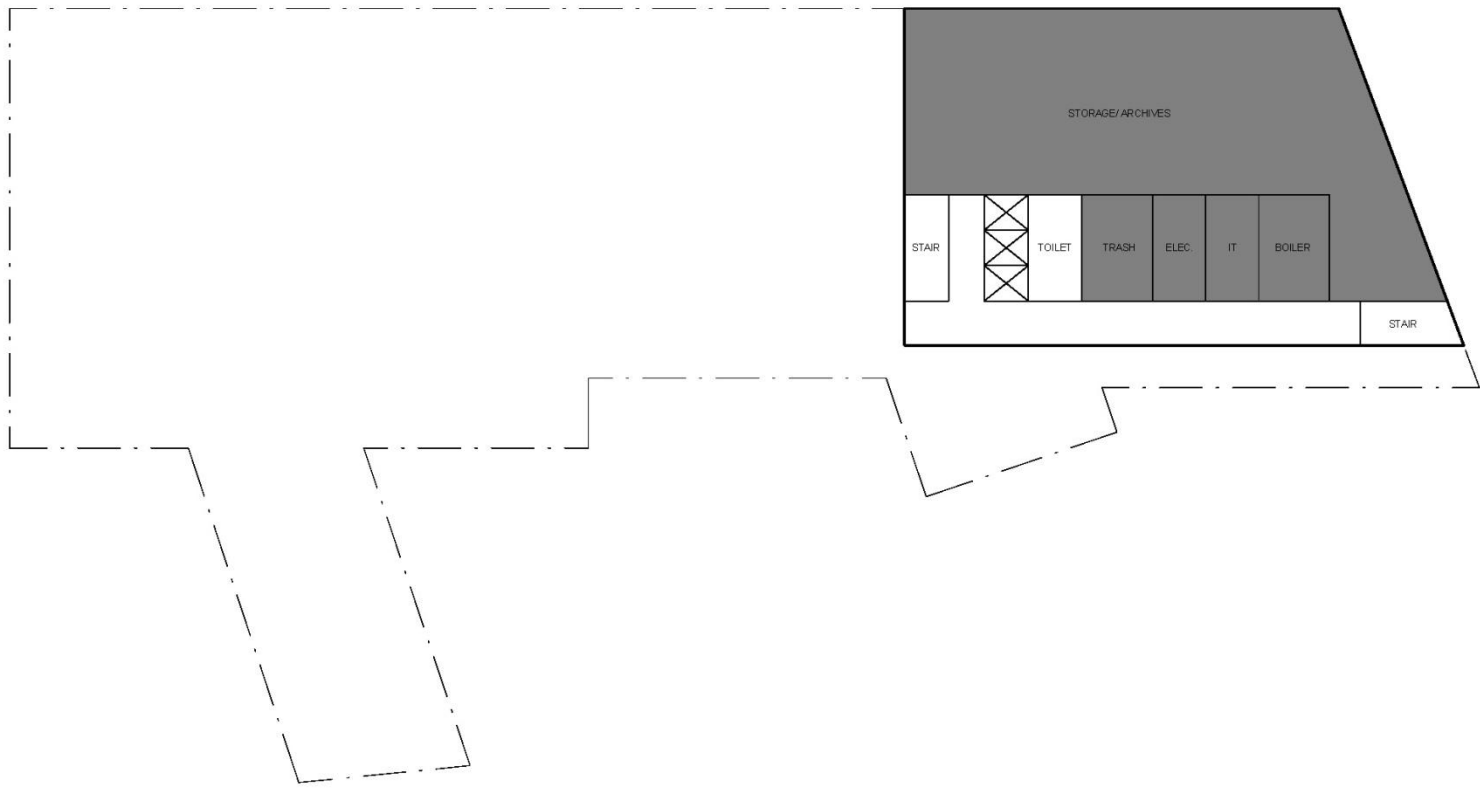
# **PRESENTATION**



# Port Chester Municipal Complex

PRESENTATION - Tuesday 18th, 2014





PROGRAM LEGEND

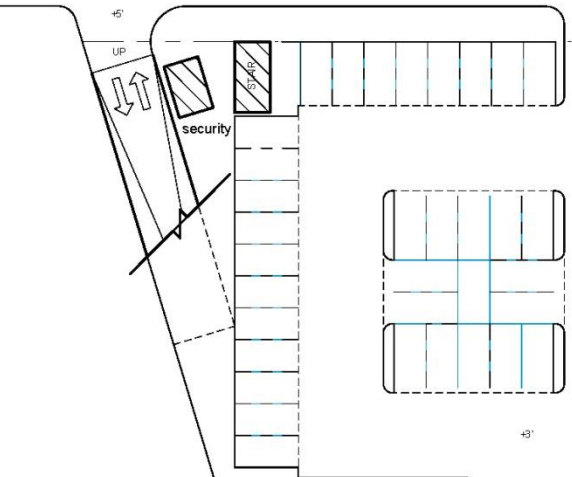
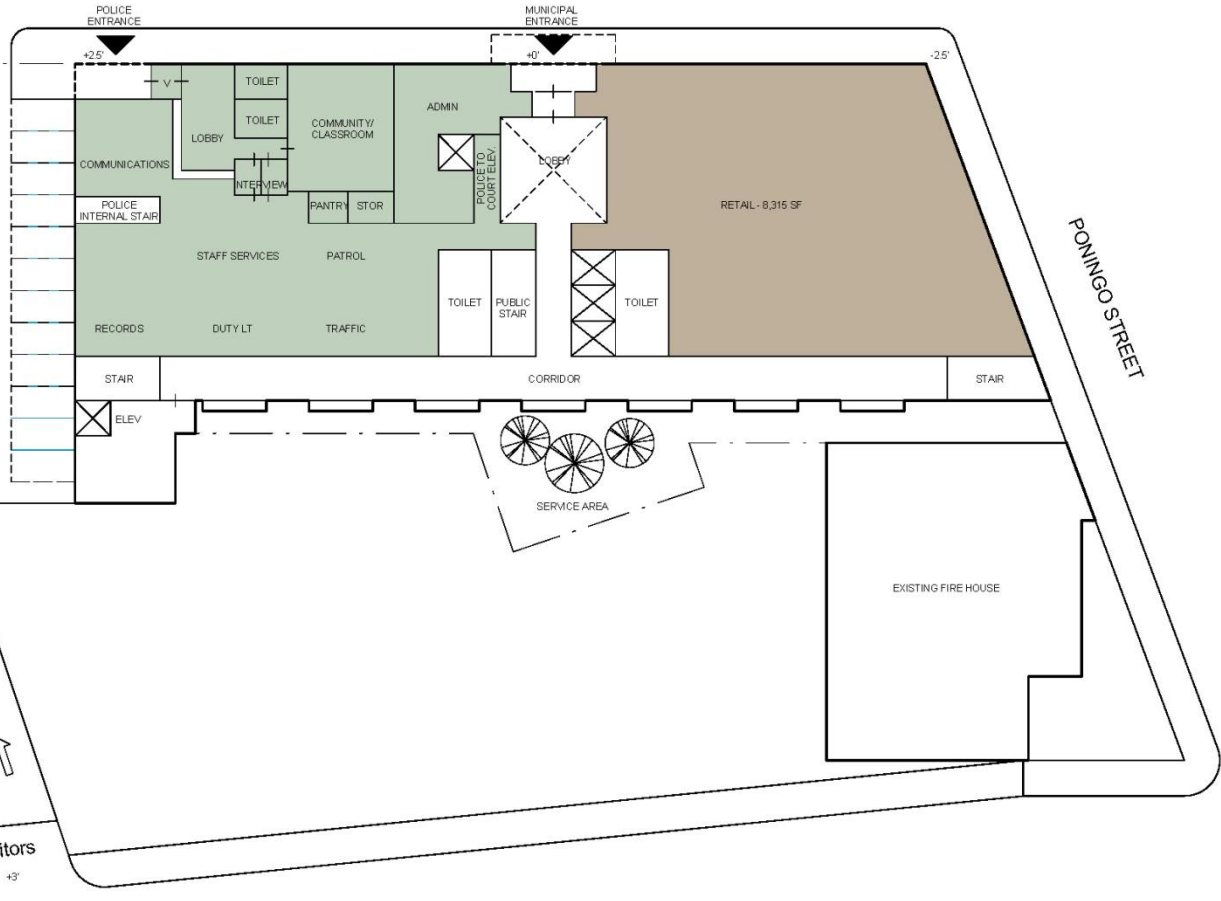
 BACK OF HOUSE

NOTE: TYPICAL FULL FLOOR SPACE: 18,520 SF  
 TYPICAL FULL FLOOR GROSS AREA: 24,130 SF

IRVING AVENUE

PONING STREET

+3'



PARKING LEVEL 1	
VISITOR PARKING	55
<b>TOTAL PARKING</b>	<b>223</b>

PROGRAM LEGEND

- POLICE
- RETAIL

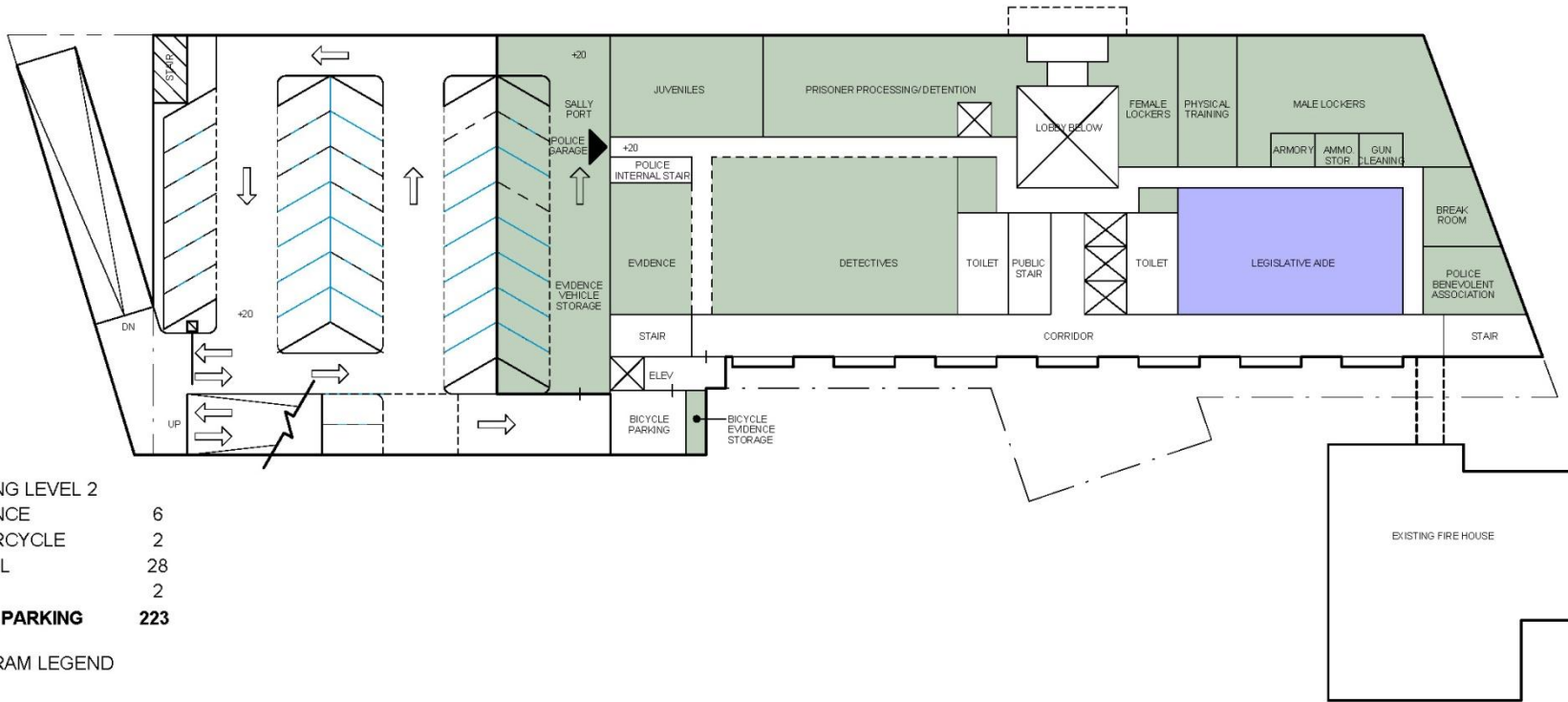
NOTE: TYPICAL FULL FLOOR SPACE: 18,520 SF  
 TYPICAL FULL FLOOR GROSS AREA: 24,130 SF

WESTCHESTER AVENUE

Visitors

+3'





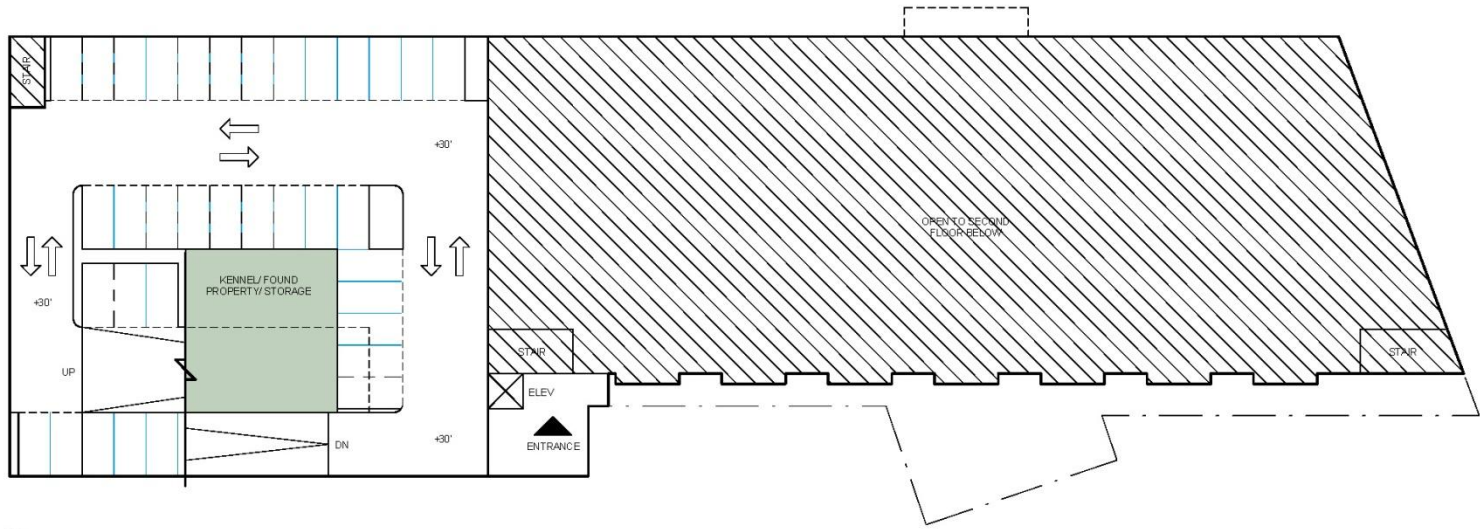
PARKING LEVEL 2	
EVIDENCE	6
MOTORCYCLE	2
PATROL	28
VAN	2
<b>TOTAL PARKING</b>	<b>223</b>

PROGRAM LEGEND

- LEGISLATIVE AIDE
- POLICE

NOTE: TYPICAL FULL FLOOR SPACE: 18,520 SF  
 TYPICAL FULL FLOOR GROSS AREA: 24,130 SF





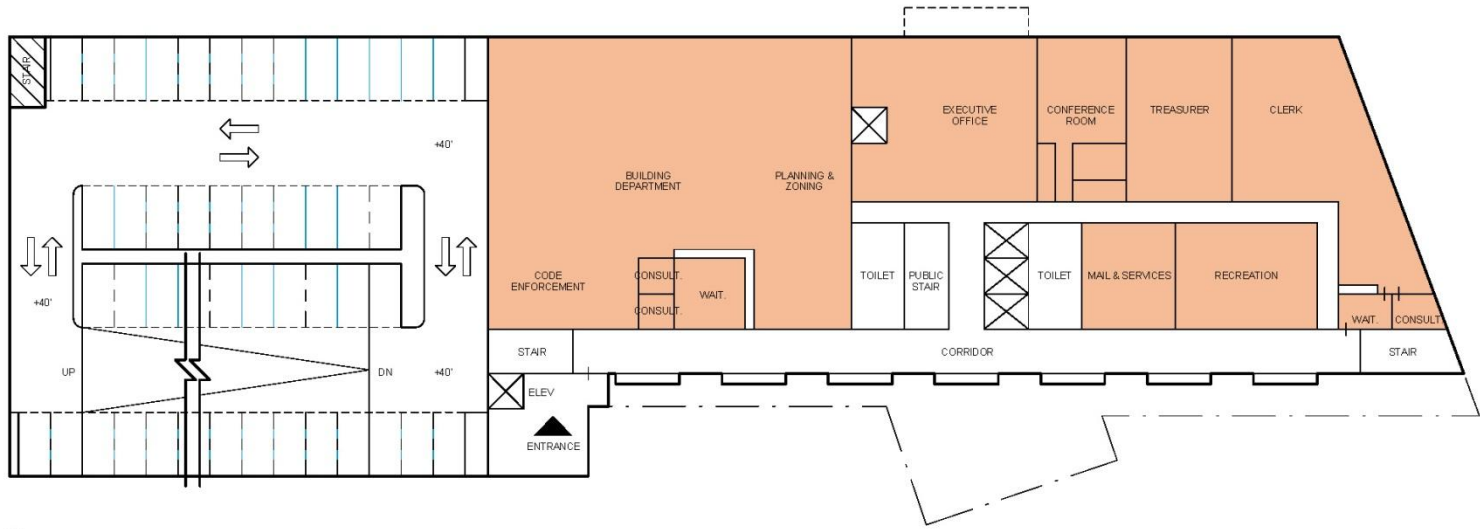
PARKING LEVEL 3  
 STAFF 35  
**TOTAL PARKING 223**

PROGRAM LEGEND


 POLICE

NOTE: TYPICAL FULL FLOOR SPACE: 18,520 SF  
 TYPICAL FULL FLOOR GROSS AREA: 24,130 SF



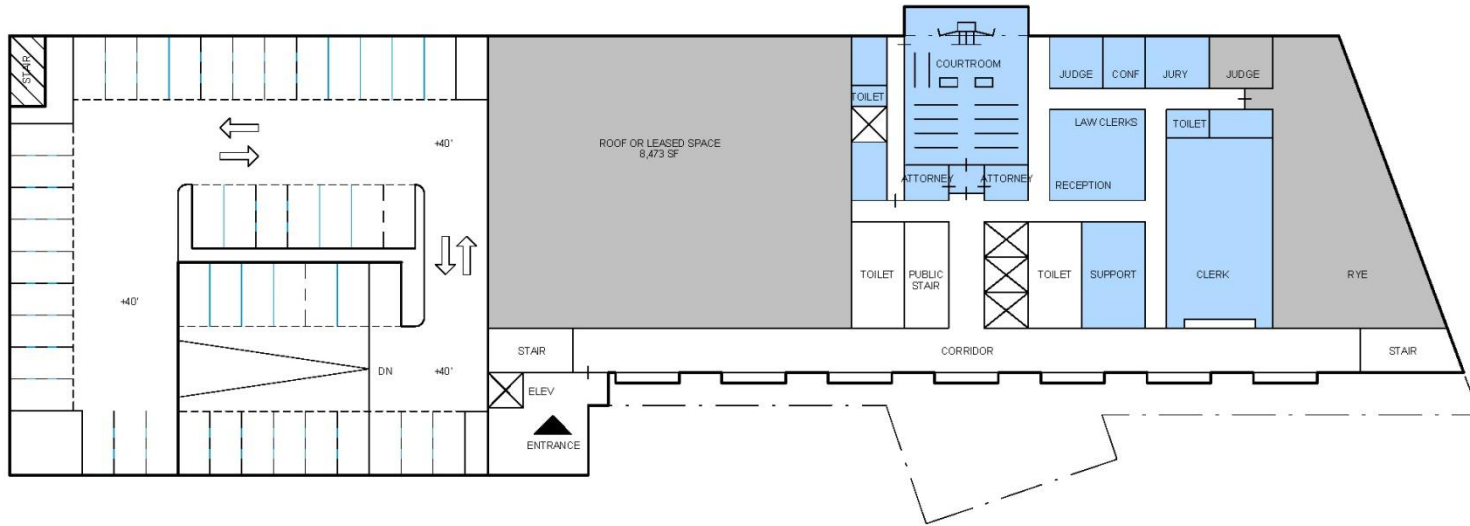


PARKING LEVEL 4  
 STAFF 47  
**TOTAL PARKING 223**

PROGRAM LEGEND  
 MUNICIPAL OFFICES

NOTE: TYPICAL FULL FLOOR SPACE: 18,520 SF  
 TYPICAL FULL FLOOR GROSS AREA: 24,130 SF





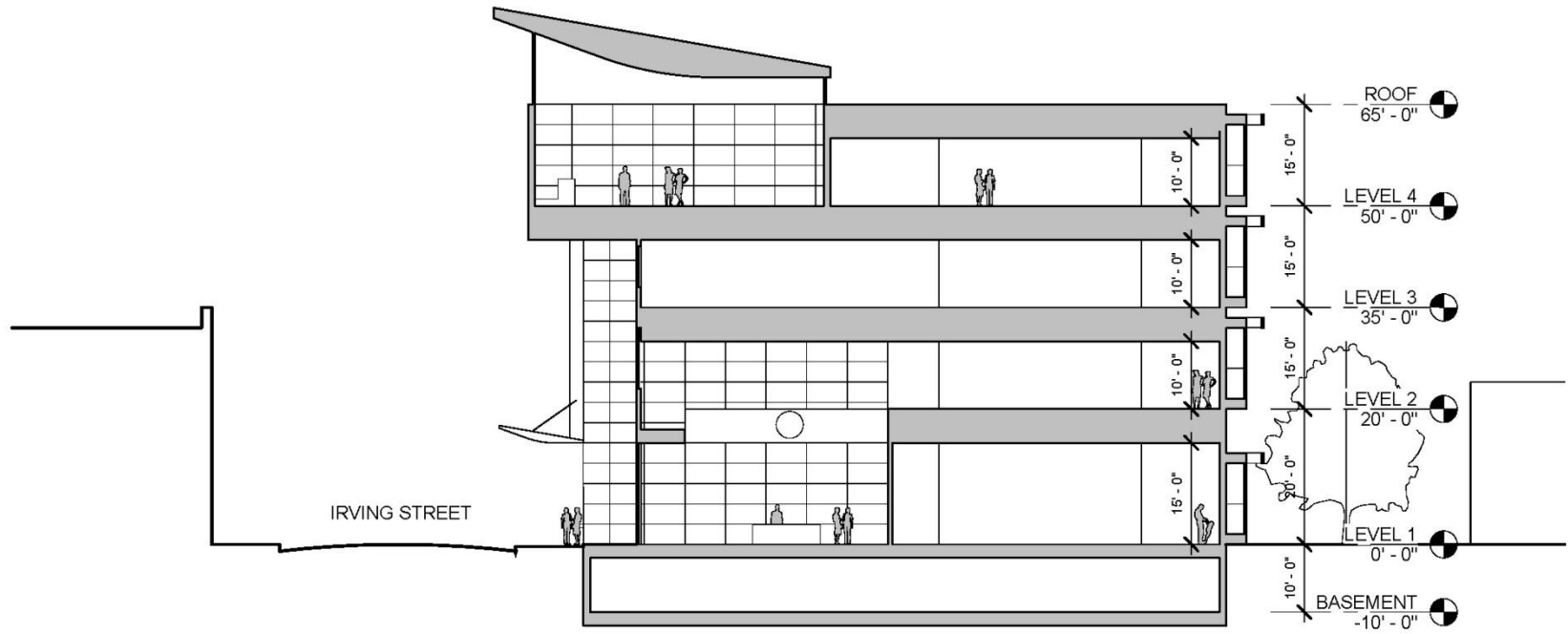
PARKING LEVEL 5  
 STAFF 48  
**TOTAL PARKING 223**

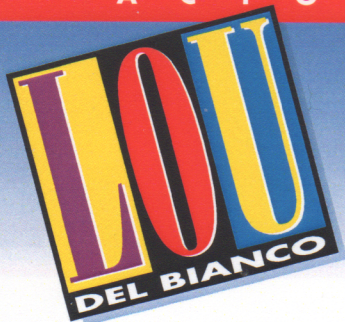
PROGRAM LEGEND

- COURT
- LEASED SPACE

NOTE: TYPICAL FULL FLOOR SPACE: 18,520 SF  
 TYPICAL FULL FLOOR GROSS AREA: 24,130 SF





**Lou Del Bianco**

16 Village Green  
Port Chester, NY 10573

PHONE: (914) 937-0897 FAX: (914) 937-0227

E-MAIL: [LOU@FindLou.com](mailto:LOU@FindLou.com)  
[www.FindLou.com](http://www.FindLou.com)

February 13, 2014

TO: Mayor Pagano and the Port Chester Board of Trustees  
FROM: Lou Del Bianco  
RE: Luigi Del Bianco Memorial

Dear Mayor Pagano and Board of Trustees,

I am requesting that you add me to your agenda for the Tuesday Feb. 18 meeting. I would like to bring you all up to date on the Luigi Del Bianco Memorial and where we are up to this point. I would also like to do a brief (5 min.) power point presentation about my grandfather and his contribution to Mount Rushmore as well as his special history with the Village of Port Chester.

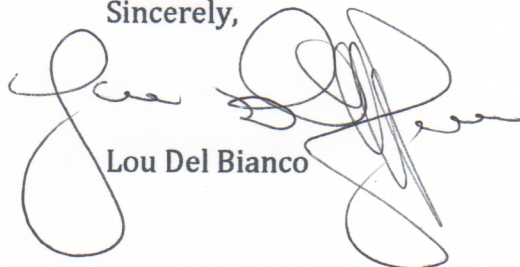
In addition to the presentation, I will be discussing with you:

- The proposed date of the unveiling (Saturday May 10, 2014)
- Crowd control issues the day of the ceremony
- Traffic issues the day of the ceremony
- Traffic issues on the day of the stone delivery to the memorial site
- A request to use the senior center for a book signing
- Any questions you may have about the memorial

I hope you will all be able to attend this historic event in our beloved village.

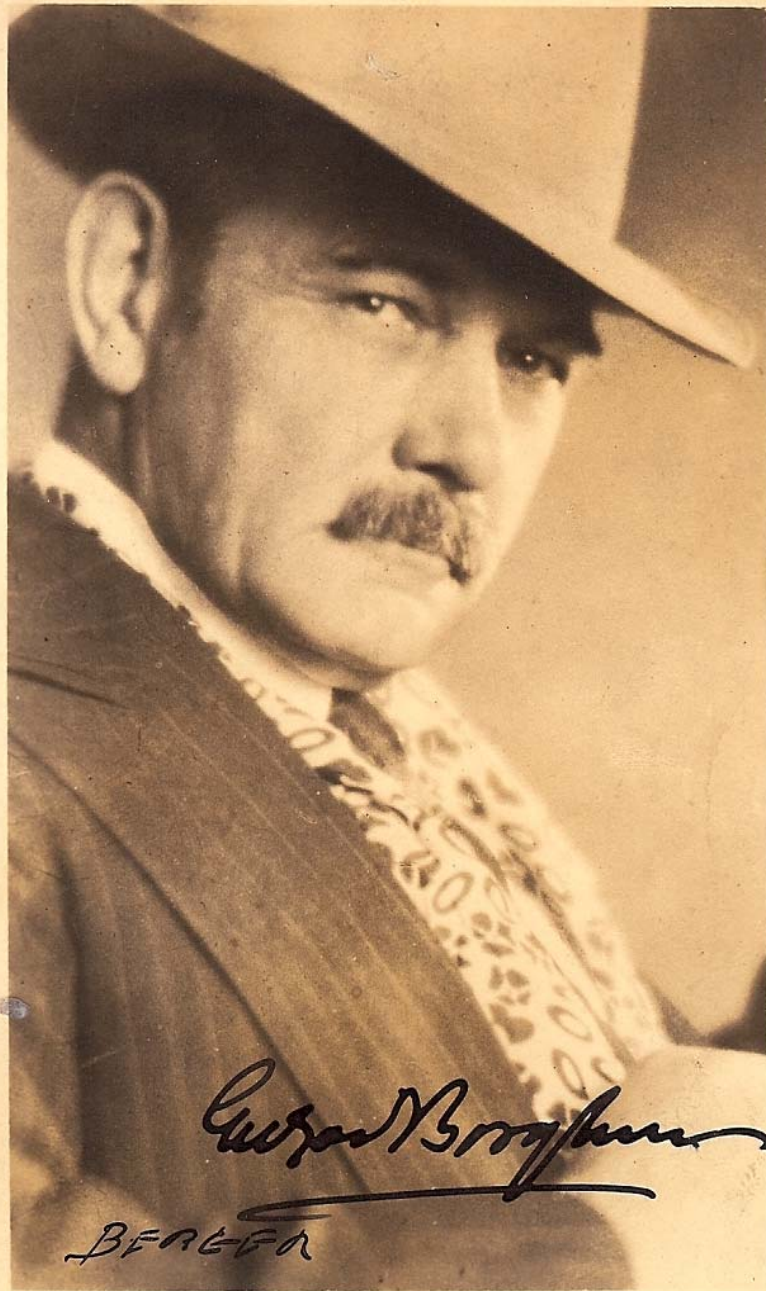
I look forward to speaking with you on Tuesday.

Sincerely,



Lou Del Bianco





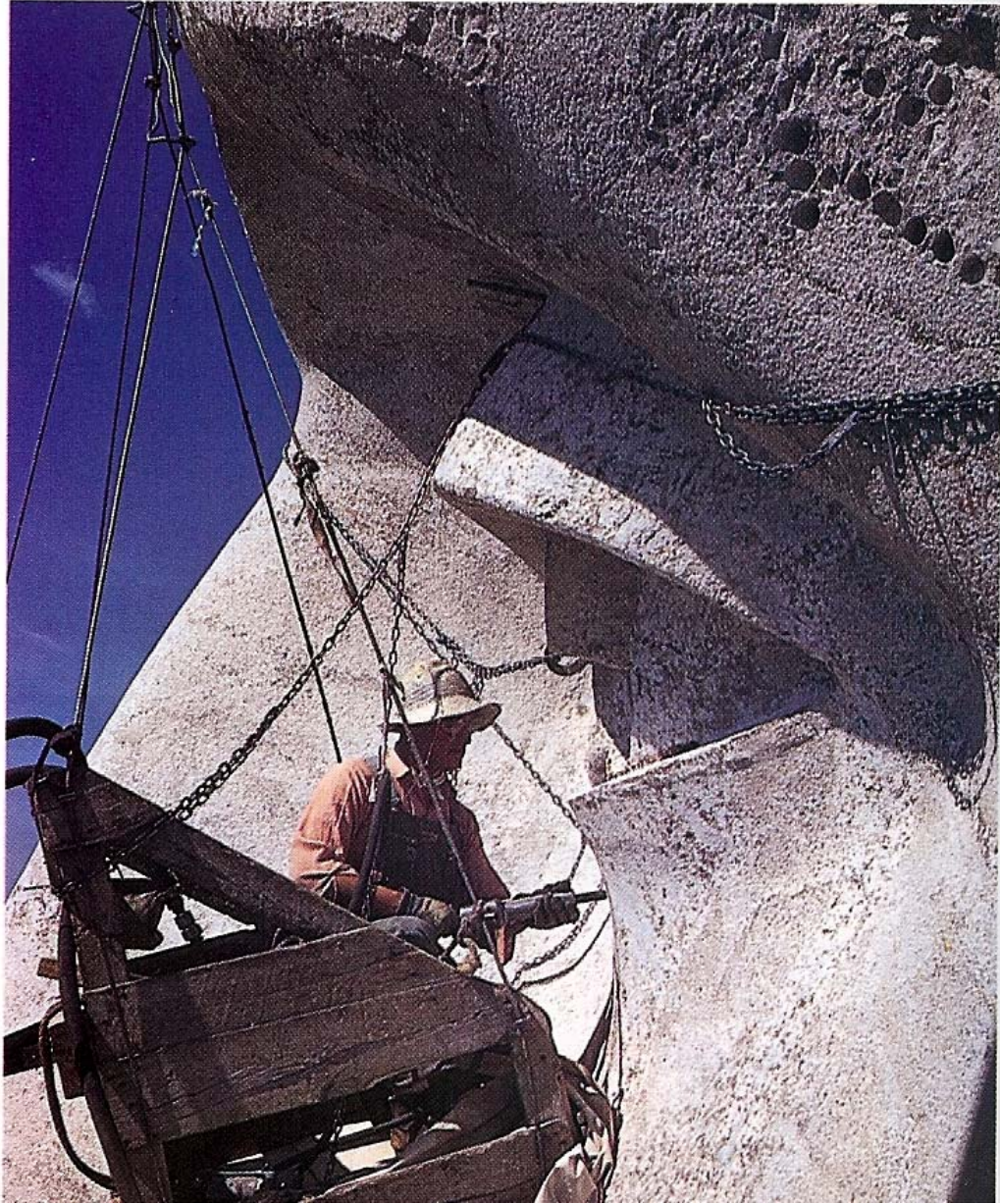
*Curtis Bergman*

BERGMA













rudeness, inscience and petty dickering about wages. He remained here on my orders and my account, but, he will never come again. He will, however, form one of my head men at Stone Mountain. He is worth any three men I could find in America, for this particular type of work, here and now, but Mount Rushmore is not managed that way and doesn't want that kind of service. He entirely out-classed everyone on the hill, and his knowledge was an embarrassment to their amateur efforts and lack of knowledge, lack of experience and lack of judgment. He is the only man besides myself who has been on the work who knows the problems and how to instantly solve them. His absence is a great loss to this work this year.

The loss of Bianca will probably prevent the finishing of the Washington and Jefferson roads this year.



***“He was not only was a carver, he was a genius; he taught me a lot and I think if he had to take over for Mr. Borglum, he could finish the mountain himself.”***

***“Mr. Bianco was like a brother to me- we were real close.”- George Rumpel, 1991***

## Luigi DelBianco Recalls Danger And Glory Of Mt. Rushmore

# He Carved The Face Of History

By MARGUERITE GIBBLE

The face of Abraham Lincoln is more familiar than the image of the miracle to Luigi DelBianco of 68 Grant St., Port Chester. "I knew every line and ridge, each small bump and all the details of that head so well!"

His sensitive, long fingers gently were tracing the outlines of Lincoln depicted on the yellowing pages of a 36-year-old magazine spread open on the table before him.

Mr. DelBianco could have said the same about George Washington, Thomas Jefferson, or Theodore Roosevelt, whose names recall the years of hard, frustrating and dangerous work as head stone carver at Mt. Rushmore Memorial in South Dakota.

### He'd Do It Again

But to Mr. DelBianco it is especially satisfying to have had an important part in creating a national memorial which may endure a quarter million or so years.

"I'd do it again, even knowing all the hardships involved. I would work at Mt. Rushmore, even without pay if necessary," he said enthusiastically, and added: "It was a great privilege granted me."

Every April for nearly 14

years, work was taken up at the memorial site near Keystone, S.D., and carving continued until winter winds and snow made the sheer cliff the dangerous for the men, suspended from the mountain top by cables and straps, in continue chipping and smoothing the surface of the rock.

Mr. DelBianco, named "head carver" at the memorial in 1933, has been described as "one of the most competent men ever employed at the mountain."

### The Great Borglum

He was called simply "Bianco" by the renowned designer of the "Four Presidents", Gutzon Borglum, with whom he was associated not only at Mt. Rushmore but also, earlier, at the sculptor's studio in North Starford, Conn. and at the controversial Stone Mountain project in Georgia.

Five Mr. DelBianco, the president immortalized at Mt. Rushmore were so long an important part of his life that he still feels he knows them intimately and understands what they stood for.

He studied from every angle the models of heads created in the studio under the direction of Mr. Borglum and then saw them,

day by day, translated in proportion on the mountain peak. It was "Bianco" who brought life-like light to an unseeing, dozen-foot-wide stone eye in the 60-foot tall head of Lincoln. (The president's figure would be 465 feet high if carved full length in the same proportions.)

### First The Dynamite

When the first head was started at Mt. Rushmore, Borglum was able to have his man get within a foot of the planned carving surface with dynamite. Later, blasting techniques were worked out by which dynamite retained rock within a few inches of the proposed surfaces of the faces before the carvers went to work bringing the features out of the mountain stone.

The dust from blasting had barely cleared away when the winches hoisted at the mountain top began lowering and cables were reeled out to lower the narrow platforms or strap seats for the carvers to reach the work area on the cliff.

Describing how it was, he raised one hand as if to touch the rock cliff before him and brought the other arm up in back of his head in mock preparation for striking a blow on a chisel, then leaned back as

far as possible in his chair.

"I could only see from this far what I was doing, but the eye of Lincoln had to look just right from many miles distant."

### Any View Is Perfect

In "The Black Hills", Robert Casey wrote, "From the studio near at hand or . . . from a peak five miles away you will see the Four Presidents gazing at you with the same majestic calm . . . free from even a hint of distortion."

Mr. DelBianco is an artist, sculptor, and worker in stone in a variety of forms. Several years ago the Port Chester Library had an exhibition of some of his smaller works. Busts of presidents have been favorite subjects but he carved "A Blind Beggar" in South Dakota, made "Desperate Man" bookends, and did a figure of a genius of Crazy Horse, among other sculptures. His works range from realistic to modern to symbolic in style.

He had his own stone cutting shop for some years at Clinton Street in Port Chester. About 500 of the gravestones at St. Mary's cemetery were made by him from round Vermont marble.

### Learned From Father

Luigi DelBianco was born aboard a ship near LeHavre, France, while his parents were

returning from the United States to Italy. When he was a small boy hanging around the wood carving shop of his father at Meduno, Udine Province, men of the village used to say, "Look how curious the life one is!"

In time, Viceast DelBianco became convinced that his son was interested in carving and had more than ordinary ability. He took the 12-year-old boy to Austria to study under a skilled stone carver. Luigi later studied in Venice and Vienna. Although he came to the United States at 17, he returned during World War I to serve with the Italian Army. Back here after the war, he worked for a time as a stone cutter at Barre, Vt.

His brother-in-law, the late Alfonso Scada, a Port Chester stone cutter who was doing some work for Gutzon Borglum, introduced Luigi DelBianco to the noted sculptor. "Bianco" then began working at the Starford studio and the association of the two men continued until the death of Borglum in 1931.

In 1922, after Mr. DelBianco married Nicoletta Cardarelli of Port Chester, the newlyweds lived for some time in a cottage on the grounds of the Borglum estate in North Starford.

The three sons of the DelBiancos, Vincent, Silvio and Caesar, remember happy and ex-

citing days of summer at the site near Keystone. The flurry caused by important visitors arriving to see progress on the national memorial, the clouds of smoke rising after blasts of dynamite, and watching the men who looked so small from a safe distance below, as they carved, all were fascinating. They liked, too, the family excursions by car into the country when their father was free from work.

They feel a little sorry for their sister, Gloria, a student at the American Academy of Dramatic Art, because she is too young to have known these happy days.

Although Borglum was a controversial figure, "Bianco" has only praise for him.

"It was a sad, sad day when my master died," he said, with eyes misted and voice filled with emotion. "The world lost a great genius."



LUIGI DELBIANCO, who celebrated his 74th birthday just a week ago, stands beside a bust of himself which he carved in 1931, when he was 29.—Staff Photo by John Sarro.

**"I'd do it again knowing all the hardships involved. I would work at Rushmore, even without pay, if necessary.....it was a great privilege granted me." – Luigi Del Bianco, Herald Statesman- 1966.**





MOTHER  
MARY O'MEARA  
1873 1940

LIEBIETZ













Luigi Del Bianco

Chief Carver on Mount Rushmore

1933 - 1940

*"He is worth any three men in America  
for this particular type of work".*

Designer Gutzon Borglum

A Proud Port Chester Resident

1892 - 1969





Luigi Del Bianco

Chief Carver on Mount Rushmore

1933 - 1940

*"He is worth any three men in America  
for this particular type of work".*

Designer Gutzon Borglum

A Proud Port Chester Resident

1892 - 1969





**MOUNT RUSHMORE**  
Gutzon Borglum - Sculptor



Honoring  
**LUIGI DEL BIANCO**

Chief Carver  
1933-1937

Resident:  
Port Chester  
New York



**50<sup>th</sup> ANNIVERSARY**



*Honoring*  
*Chief Carver*  
**LUIGI DEL BIANCO**  
*of Port Chester*

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**MOUNT RUSHMORE**

**50th ANNIVERSARY**

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**JULY 3, 1991**

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**PORT CHESTER, NY 10573**

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# RESOLUTIONS



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Office of the Village Manager**

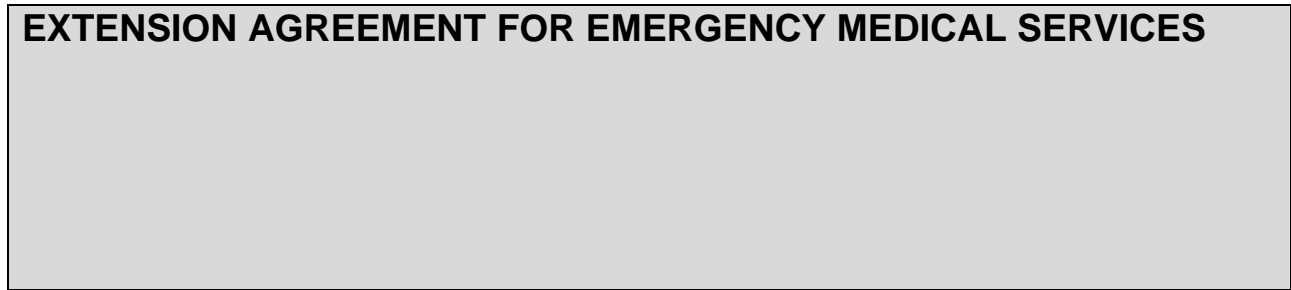
**Village BOT Meeting Date:** February 18, 2014

**Item Type:** Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact	X		Public Hearing Required		X
Funding Source: General Fund			BID #		
Account #:			<b>Strategic Plan Priority Area</b>		
			Public Safety		
Agreement	X		<b>Manager Priorities</b>		
Strategic Plan Related		x			

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

**EXTENSION AGREEMENT FOR EMERGENCY MEDICAL SERVICES**



**Summary**

The Port Chester-Rye-Rye Brook Volunteer Ambulance Corps. has been providing emergency medical services to the City of Rye, Village of Rye Brook and the Village of Port Chester.

This is accomplished through an Inter-Municipal Agreement the municipalities authorizing the joint provision of contracted emergency medical services was entered into in 1994 and, most recently, an agreement among all parties that was entered into in 2009.

The 2009 agreement provided for a 5-year term, from July 1, 2009 through June 30, 2014. The agreement also provided for two potential five-year extensions. The governing boards of the City of Rye and Village of Rye Brook have authorized and/or are expected to authorizing the initial extension to run through June 30, 2019.

<b>Proposed Action</b>
------------------------

That the Board of Trustees adopt the Resolution

<b>Attachments</b>
--------------------

- |   |
|---|
| <ol style="list-style-type: none"><li><b>1. Inter-Municipal Agreement</b></li><li><b>2. Extension Agreement</b></li></ol> |
|---|

EXTENSION AGREEMENT FOR EMERGENCY MEDICAL SERVICES

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 City of Rye, Village of Rye Brook and the Village of Port Chester entered into an Inter-Municipal Agreement, dated November 22, 1994 with regard to the joint provision of contracted emergency medical services; and

WHEREAS, on April 8, 2009, the municipalities approved an agreement with the Port Chester-Rye-Rye Brook Volunteer Ambulance Corps, Inc. to provide emergency medical services for five years, commencing on July 1, 2009 and continuing until June 30, 2014; and

WHEREAS, the agreement provided that it may be extended twice for a period of five years each time; and

WHEREAS, the parties desire to extend said agreement. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into an extension agreement with the City of Rye, Village of Rye Brook and the Port Chester-Rye-Rye Brook Volunteer Ambulance Corps, with the additional term being July 1, 2014 through June 30, 2019, all other terms and conditions of the agreement to remain in full force and effect.

Approved as to Form:

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

ROLL CALL

AYES:

NOES:

ABSENT:

Date:

## EXTENSION AGREEMENT

AGREEMENT made this \_\_\_ day of \_\_\_ 2014 between **THE CITY OF RYE, THE VILLAGE OF PORT CHESTER AND THE VILLAGE OF RYE BROOK, NEW YORK**, (hereinafter "Municipalities") and **PORT CHESTER-RYE-RYE BROOK VOLUNTEER AMBULANCE CORPS, INC.** (hereinafter "Contractor").

### WITNESSETH:

**Whereas**, the Municipalities and the Contractor have entered into a certain Emergency Medical Transport Agreement, herein after "The Agreement", dated November 22, 1994; and

**Whereas**, on April 8, 2009 the Municipalities approved a contract entered into by all parties, thereafter "EMS Agreement", for five (5) years, commencing on July 1, 2009 and continuing until June 30, 2014; and

**Whereas**, said Contract can be extended twice for a period of five (5) years by extension agreement, and

**Whereas**, extension of said contract would be in effect for the term of July 1, 2014 through June 30, 2019

**Whereas**, the parties desire to extend said contract;

**Now, Therefore**, in consideration of the promises herein set forth, the parties mutually agree that all terms and conditions of said contract and shall remain in full force and effect.

In Witness Whereof, the parties have executed this Agreement as of the date hereinabove set forth.

City of Rye

By: \_\_\_\_\_  
City Manager

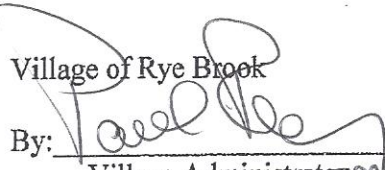
Date: \_\_\_\_\_

Village of Port Chester

By: \_\_\_\_\_  
Village Manager

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

Village of Rye Brook

By:  \_\_\_\_\_  
Village Administrator Mayor

Date: 11/26/13

Port Chester-Rye-Rye Brook VAC

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

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



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Office of the Village Manager**

**Village BOT Meeting Date:** February 18, 2014

**Item Type:** Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact	X		Public Hearing Required		X
Funding Source: General Fund			BID #		
Account #:			Strategic Plan Priority Area		
			N/A		
Agreement	X		Manager Priorities		
Strategic Plan Related		x			

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

**WAIVER OF BUILDING PERMIT AND OTHER RELATED FEES WITH REGARD TO TENANT FIT-OUT BY THE TOWN OF RYE**

**Summary**

The Town of Rye has most recently entered into a lease with the Village of Port Chester for tenant space at Village Hall located at 222 Grace Church Street and share the facilities at the Police Justice Court at 350 North Main Street.

Correspondence has been received from the Town of Rye requesting that the Village waive the building permit and other related fees with regard to the tenant fit-out by the Town whose contractor will be doing the work.

This waiver does not pertain to compliance work that is being undertaken by the Town on the Village's behalf.

**Proposed Action**

That the Board of Trustees adopt the Resolution

**Attachments**

--

WAIVER OF BUILDING PERMIT AND OTHER RELATED FEES WITH REGARD TO  
TENANT FIT-OUT BY THE TOWN OF RYE

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 Town of Rye has most recently entered into a lease with the Village of  
Port Chester for tenant space at Village Hall located at 222 Grace Church Street and share the  
facilities at the Police Justice Court at 350 North Main Street; and

WHEREAS, correspondence has been received from the Tow of Rye requesting the  
Village waive the building permit and other related fees with regard to the tenant fit-out by the  
Town whose contractor will be doing the work; and

WHEREAS, with input from Village staff, the Board is favorably disposed to the request.  
Now, therefore, be it

RESOLVED, that the Board of Trustees hereby authorizes the waiver of the building  
permit and related fees with regard to the tenant fit-out by the Town of Rye.

Approved as to Form:

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

Approved as to Form:

ROLL CALL

AYES:

NOES:

ABSENT:

Date:

RESOLUTION  
BUDGET AMENDMENT – DEA FUNDS TO PURCHASE  
2014 FORD ESCORT, TASER UNITS, & THREE (3) CAMERA MOBILE LAW  
ENFORCEMENT PACKAGE

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

WHEREAS, the Acting Police Chief recommended the use of DEA Funds for these items and that it is a proper use of such funds to purchase the following items:

1. To replace the old Tracker that is eleven (11) years old with a 2014 Ford Escape, 4 door, FWD, 6 speed vehicle for **\$19,968** from West Herr Ford Inc., 5025 Camp Road, Hamburg, NY 14075, NYS Concession Price vendor, and
2. To replace the existing five (5) year old Taser unit that is being phased out with four (4) X26P, Class III Tasers for **\$8,754.76** from Taser International, P.O. Box 29661-2018, and
3. Three (3) Camera Mobile Law Enforcement Package for **\$18,195** from General Sales Administration, t/a Major Police Supply, 47 N. Dell Avenue, Kenvil, NJ 07847, NYS contract PC63041. Now, therefore be it

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

GENERAL FUND

Balance Sheet:

001-001-0695	Deferred Revenue DEA	\$(46,917.76)
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Revenues:

001-0001-2613	Use of Deferred DEA Funds	\$46,917.76
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Appropriations:

001-3120-0200	Police Equipment	\$26,949.76
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001-3120-0200	Police Vehicle	\$19,968.00
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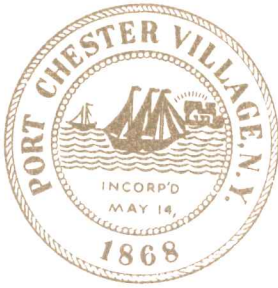
ROLL CALL

AYES:

NOES:

ABSENT:

Date:



# VILLAGE OF PORT CHESTER

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



## OFFICE OF THE CHIEF

Executive Officer  
Captain John R. Telesca

(914) 939-1000  
(914) 939-6402  
Fax: (914) 939-2298

To: Leonie Douglas, Village Treasurer  
From: Captain John R. Telesca, Acting Chief of Police  
Re: Transfer of Funds  
Date: February 11, 2014

Please be advised I authorize the transfer of \$19,968.00 from the DEA Asset Forfeiture Account Number 001-0001-0695 to the Equipment Line, Appropriation Number 001-3120-0200 for payment for the following:

2014 Ford Escape, 4 door, FWD, 6 speed automatic w/select shift, Duratec 2.5L I-4 engine, (refer to attached quote for specifications)	
NYS Concession Price	\$19,668.00
Delivery	300.00
<b>Total</b>	<b>\$19,968.00</b>

**Village of Port Chester  
Budget Transfer Form**

Department: Police Department

Date: 2-11-14

	FROM ACCOUNT	TO ACCOUNT	AMOUNT
Account	001-1320-0406	001-1320-0200	Example
Description	Office Supplies	Equipment	500.00
Account	001-0001-0695	001-3120-0200	19,968.00
Description	DEA	Equipment	
Account			
Description			
Account			
Description			
Account			
Description			
Account			
Description			
Account			
Description			
Account			
Description			
Account			
Description			

  
**Department Head Approval**

\_\_\_\_\_  
**Village Manager Approval**

# VILLAGE OF PORT CHESTER

## PURCHASE ORDER FORM

02/11/14  
DATE

Ship To:

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

VENDOR NUMBER

VOUCHER NUMBER

West Herr Food Inc
50 25 Camp Rd
Hamburg, NY
14075
VENDOR NAME & ADDRESS

APPROPRIATION	AMOUNT
001.3120.0200	19,968.00

\$ 19,968.00  
AMOUNT

Quotes Attached

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

NYS Contract Westchester County # \_\_\_\_\_

QUANTITY	DESCRIPTION OF PURCHASE	PRICE
	2014 Ford Escape, 4 door, FWD, 6 speed automatic w/select shift, Duratec 2.5L I-4 engine	
	(refer to attached quote for specifications)	19,968.00

*Capt. Tele*  
DEPARTMENT HEAD'S SIGNATURE

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

PURCHASE ORDER NUMBER
TREASURER'S OFFICE



## Selected Options

## 2014 Ford Escape

4dr FWD S (U0F)

Vehicle Snapshot
<b>Engine:</b> Duratec 2.5L I-4 <b>Transmission:</b> 6-Speed Automatic w/SelectShift <b>Rear Axle Ratio:</b> 3.51 <b>GVWR:</b> 4,620 lbs

Code	Description	Class	MSRP
U0F	<b>Base Vehicle Price (U0F)</b>	STD	23,100.00
<b>Powertrain</b>			
997	<b>Engine: Duratec 2.5L I-4</b> <i>Includes active grille shutters. Torque: 170 ft.lbs. @ 4500 rpm.</i>	STD	N/C
446	<b>Transmission: 6-Speed Automatic w/SelectShift</b>	STD	N/C
STDAX	<b>3.51 Axle Ratio</b>	STD	N/C
STDGV	<b>GVWR: 4,620 lbs</b>	STD	N/C
<b>Wheels &amp; Tires</b>			
TJL	<b>Tires: P235/55R17 A/S</b> <i>Includes steel mini spare wheel with mini space-saver spare tire.</i>	STD	N/C
64D	<b>Wheels: 17" Steel Wheel w/Sparkle Silver Cover</b>	STD	N/C
<b>Seats &amp; Seat Trim</b>			
7	<b>Cloth Buckets w/60/40 Split Rear Seat</b> <i>Includes 6-way manual driver's seat.</i>	STD	N/C
<b>Other Options</b>			
PAINT	<b>Monotone Paint Application</b>	STD	N/C
106WB	<b>106" Wheelbase</b>	STD	N/C
STDRD	<b>Radio: AM/FM Single CD/MP3</b> <i>SYNC Communications &amp; Entertainment System : Includes 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack. Includes 6 speakers, auxiliary audio input jack, automatic volume control and speed sensitive volume.</i>	STD	N/C

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference: CT05210599 12/26/2013

*Selected Options Continued*

Prepared By: Administrator  
 Dealership: WEST HERR FORD

Code	Description	Class	MSRP
<b>Interior Colors For : Primary w/S</b>			
7B	Charcoal Black	OPT	N/C
<b>Primary Colors For : Primary w/S</b>			
UX	Ingot Silver Metallic	OPT	N/C
Vehicle Subtotal			\$23,100.00
Destination			\$895.00
<b>Vehicle Subtotal (including Destination)</b>			<b>\$23,995.00</b>

N Y STATE CONCESSION PRICE 19,668.00  
 DELIVERY 300.00  
 SUB TOTAL 19,968.00

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05210599 12/26/2013



# VILLAGE OF PORT CHESTER

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



## OFFICE OF THE CHIEF

Executive Officer  
Captain John R. Telesca

(914) 939-1000  
(914) 939-6402  
Fax: (914) 939-2298

To: Leonie Douglas, Village Treasurer  
From: Captain John R. Telesca, Acting Chief of Police  
Re: Transfer of Funds  
Date: February 12, 2014

Please be advised I authorize the transfer of \$18,195.00 from the DEA Asset Forfeiture Account Number 001-0001-0695 to the Equipment Line, Appropriation Number 001-3120-0200 for payment for the following:

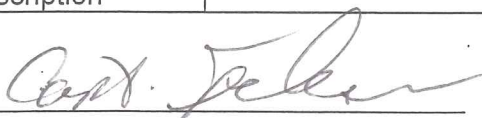
**General Sales Administration, t/a Major Police Supply, 47 N. Dell Ave., Kenvil, NJ**  
1-SLATE0810-LE-G Three Camera Mobile Law Enforcement Package including 810nm illumination, SuperX processor, camera cable/connector(s), GPS module, PAGIS software and dongle, PIPS ALPR/OCR Engine, Client/Server architecture, camera bracket mount assemblies \$14,895  
1-MPS-SRVC-FE-Mobile; Engineering services for installation and optimization \$ 1,500  
Annual Mobile System Maintenance Renewal, extended maintenance and Support per system – Hardware/PAGIS/OCR (year 1 included in purchase) \$ 1,800  
**GRAND TOTAL \$18,195**

**Village of Port Chester  
Budget Transfer Form**

Department: Police Department

Date: 2-12-14

	FROM ACCOUNT	TO ACCOUNT	AMOUNT
Account	001-1320-0406	001-1320-0200	Example
Description	Office Supplies	Equipment	500.00
Account	<i>001-0001-0695</i>	<i>001-3120-0200</i>	<i>18,195</i>
Description	<i>DEA</i>	<i>Equipment</i>	
Account			
Description			
Account			
Description			
Account			
Description			
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Account			
Description			
Account			
Description			
Account			
Description			

  
**Department Head Approval**

**Village Manager Approval**

# VILLAGE OF PORT CHESTER

## PURCHASE ORDER FORM

02/12/14  
DATE

Ship To:

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

000082  
VENDOR NUMBER

VOUCHER NUMBER

General Sales Administration
t/a Major Police Supply
47 N. Dell Avenue
Kenvil, New Jersey 07847
<b>VENDOR NAME &amp; ADDRESS</b>

APPROPRIATION	AMOUNT
001.3120.0200	18,195.00

\$ 18,195.00  
AMOUNT

**Quotes Attached**

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

**NYS Contract Westchester County # \_\_\_\_\_**

QUANTITY	DESCRIPTION OF PURCHASE	PRICE
1	SLATE-810-LE-G Three Camera Mobile Law Enforcement Package including 810nm illumination	
	Superex processor, camera cable/connector(s), GPS module, PAGIS software and dongle, PIPS,	
	AIPR/OCR Engine, Client/server architecture, camera bracket mount assemblies	14,895.00
1	MPS-SRVC-FE-Mobile; Engineering services for installation and optimization	1,500.00
1	Mobile Unit Extended Maintenance & Support, hardware/PAGIS/OCR annual mobile system	
	maintenance renewal (year 1 included in purchase)	1,800.00

  
DEPARTMENT HEAD'S SIGNATURE

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

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



**General Sales Administration**  
**t/a Major Police Supply**  
47 N. Dell Avenue  
Kenvil, NJ 07847  
Phone (800) 666-4472 Fax (973) 584-5022

February 11, 2014

Sergeant Mark Braccio  
Traffic Bureau  
Port Chester Police Department  
350 North Main Street  
Port Chester, NY 10573

**REF: 3 Camera Mobile ALPR Price Quote**

Major Police Supply is pleased to provide you with this quote for a three Camera Mobile ALPR systems “hard” mounted and integrated into an MDT system in your patrol vehicle. This system will integrate with your current version of BOSS. Your current BOSS version will have to be determined prior to receiving a purchase order. The current version of the PAGIS software is not compatible with previous versions of BOSS. Please contact me to discuss your BOSS system.

The pricing is based on the National Association of State Procurement Officials NYS/NASPO Cooperative contract; Group 38232, Award 19745; Contract Number PC63041.

Key points about PIPS (3M) in the ALPR market:

- For more than 20 years PIPS focus is specializing in Automatic License Plate Recognition technologies and is considered by many as the industry pioneer in this market.
- As an Original Equipment Manufacturer, PIPS, manufactures, and develops their own hardware and software – and control the quality and support of their products from start to finish.
- PIPS offers an ALPR “back-end” analysis software package (BOSS) that provides data-mining of “historic” license plate information obtained and stored from all deployed mobile (and fixed) systems within your department.
- PIPS has two patents:
  - **PlateFinder** – Identifies license plates based on reflective properties and physical size of plates, which reduces false triggers (mailboxes, picket fences, street signs, etc.).
  - **TripleFlash** – Varies flash, shutter and gain settings to capture multiple images per vehicle, ensuring a quality image over a wide range of ambient and environmental conditions.



**General Sales Administration**  
**t/a Major Police Supply**  
 47 N. Dell Avenue  
 Kenvil, NJ 07847  
 Phone (800) 666-4472 Fax (973) 584-5022

Item	Qty.	Description	Unit Cost	Total Cost
1	1	SLATE-810-LE-G Three Camera Mobile Law Enforcement Package including 810nm illumination, SuperRex processor, camera cable/connector(s), GPS module, PAGIS software and dongle, PIPS ALPR/OCR Engine, Client/Server architecture, camera bracket mount assemblies	\$14,895	\$14,895
1	1	MPS-SRVC-FE-Mobile; Engineering services for installation and optimization	\$1,500	\$1,500
<b>Total</b>				<b>\$16,395</b>

**Scope of Work:**

Our quote ***includes*** installation. During that time, our system will be installed in your designated vehicle by a Major Police Supply certified installation technician.

**NOTE 1:** All PIPS equipment hardware and software is covered by a one-year parts and labor warranty. Extended warranty agreements are available for the system after the original one-year warranty expires. These agreements supply the end user with upgrades and improvements to our OCR engine for enhanced plate detection capabilities and software upgrades sold by PIPS Technology, Inc.

<b>Mobile Unit Extended Maintenance &amp; Support Per System – Hardware / PAGIS / OCR (Year 1 included in purchase)</b>	<b>Unit Cost</b>
Each Additional Year – Annual Mobile System Maintenance Renewal	\$1,800.00

**NOTE 2:** If you are running NetMotion for your MDC, you will need version 6.5 or higher with the Policy Manager License (extra add-on license above and beyond the standard NetMotion server license offered by NetMotion). Refer to NetMotion Tech Note # 2200.

**NOTE 3:** MDT Minimum Requirements:

These are minimum specifications provided by the manufacturer.



**General Sales Administration**  
**t/a Major Police Supply**  
**47 N. Dell Avenue**  
**Kenvil, NJ 07847**  
**Phone (800) 666-4472 Fax (973) 584-5022**

- 2.0 GHz AMD or Intel Processor with 4GB of Memory with 128MB available for PAGIS.
- Windows XP Pro with Service Pack2 or later or Windows 7.
- Available 10/100 Ethernet Port and USB Port (1.1 or higher - 2.0 preferred).
- 15 GB available space on the hard drive.
- XVGA screen with minimum of 800x600 screen resolution. Touch screen preferred.
- Wireless connectivity

**NOTE 4:** PIPS Technology manufactures ALPR camera mounts for the following light bars.

- Federal Signal Legend
- Federal Signal Legend Hotfoot
- Federal Signal Arjent
- Federal Signal Vista
- Federal Signal Raydian
- Federal Signal Raydian Hotfoot
- Whelen (all models except Justice)
- Whelen Justice (different bracket needed than other Whelen models)
- Code 3
- Tomar
- Sabre

Please let me know if you have any questions or require any additional information.

Michael Scarpone  
Technology Sales  
Major Police Supply  
Phone: 973-294-8455  
Email: [mscarpone@majorpolicessupply.com](mailto:mscarpone@majorpolicessupply.com)



# VILLAGE OF PORT CHESTER

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



## OFFICE OF THE CHIEF

Executive Officer  
Captain John R. Telesca

(914) 939-1000  
(914) 939-6402  
Fax: (914) 939-2298

To: Leonie Douglas, Village Treasurer  
From: Captain John R. Telesca, Acting Chief of Police  
Re: Transfer of Funds  
Date: February 11, 2014

Due to the discontinuation of Taser X26 production by the manufacturer, please be advised I authorize the transfer of \$8642.41 from the DEA Asset Forfeiture Account Number 001-0001-0695 to the Equipment Line, Appropriation Number 001-3120-0200 for payment for the following:

**Taser International, PO Box 29661-2018, Phoenix, AZ 85038-9661**

4-APPM Battery Pack, Auto Shut Off, Z2/X26P	63.95	\$ 255.80
150-Cartridge 15'	21.55	\$3232.50
4-Handle, Black, Class III, X26P	873.85	\$3495.40
1-Holster, Blackhawk, Left, X26P	51.75	\$ 51.75
3-Holster, Blackhawk, Right, X26P	51.75	\$ 155.25
1-Kit, Dataport download, USB, X26/X26P	159.95	\$ 159.95
4-TPPM, Battery Pack, Tactical, Pinky Extender X2/X26P	52.95	\$ 211.80
4-Warranty, 4 year, X26P	269.99	\$1079.96
Shipping and Handling		\$ 112.35
<b>Grand Total</b>		<b>\$8754.76</b>

# VILLAGE OF PORT CHESTER

## PURCHASE ORDER FORM

02/11/14  
DATE

Ship To:

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

200120  
VENDOR NUMBER

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

Taser International
PO Box 29661-2018
Phoenix, AZ 85038-9661
VENDOR NAME & ADDRESS

APPROPRIATION	AMOUNT
001.3120.0200	8754.76

\$ 8754.76  
AMOUNT

**Quotes Attached**

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

**NYS Contract Westchester County # \_\_\_\_\_**

QUANTITY	DESCRIPTION OF PURCHASE	PRICE
4	A P P M Battery Pack, auto shut off, X2/X26P @ \$63.95	255.80
150	Cartridge - 15' @ \$21.55	3232.50
4	Handle, Black, Class III, X26P @\$873.85	3495.40
1	Holster, Blackhawk, Left X26P	51.75
3	Holster, Blackhawk, Right X26P @ \$51.75	155.25
1	Kit, Dataport Download USB, X2/X26P	159.95



DEPARTMENT HEAD'S SIGNATURE

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

PURCHASE ORDER NUMBER
TREASURER'S OFFICE

# VILLAGE OF PORT CHESTER

## PURCHASE ORDER FORM

2/11/14  
DATE

Ship To:

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

200120  
VENDOR NUMBER

VOUCHER NUMBER

Taser International
PO Box 29661-2018
Phoenix, AZ 85038-9661
<b>VENDOR NAME &amp; ADDRESS</b>

APPROPRIATION	AMOUNT
001.3120.0200	8754.76

\$ 8754.76  
AMOUNT

**Quotes Attached**

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

**NYS Contract Westchester County # \_\_\_\_\_**

QUANTITY	DESCRIPTION OF PURCHASE	PRICE
4	TPPM, Battery Pack, Tactical, Pinky Extender X2/X26P @ 452.95	211.80
4	Warranty, 4 year, X26P @ \$269.99	1079.96
	Shipping and handling	112.35
	Grand Total	8754.76

DEPARTMENT HEAD'S SIGNATURE

VILLAGE MANAGER'S SIGNATURE

PURCHASE ORDER NUMBER
TREASURER'S OFFICE

**Village of Port Chester  
Budget Transfer Form**

Department: Police Department

Date: 2-11-14

	FROM ACCOUNT	TO ACCOUNT	AMOUNT
Account	001-1320-0406	001-1320-0200	Example
Description	Office Supplies	Equipment	500.00
Account	001-0001-0695	001-3120-0200	8754.76
Description	SEA Asset	Equipment	
Account			
Description			
Account			
Description			
Account			
Description			
Account			
Description			
Account			
Description			
Account			
Description			
Account			
Description			

*And Jule*  
Department Head Approval

\_\_\_\_\_  
Village Manager Approval



Prepared By	Kia McGuire	Created Date	2/11/2014
Company Name	TASER International	Fax	(480) 658-0724
Company Address	17800 N. 85th Street Scottsdale, AZ 85255-9603 US	Expiration Date	4/30/2014
E-mail	kmcguire@taser.com	Quote Number	00021677

Customer Information

Account Name	Port Chester Police Dept. - NY	Email	mbraccio@vpcpd.com
Contact Name	Mark Braccio	Fax	(914) 939-2303
AX Account Number	112052	Phone	(914) 939-6608

Shipping and Billing Information

Bill To Name	Port Chester Police Dept. - NY	Ship To Name	Port Chester Police Dept. - NY
Bill To	350 N MAIN ST PORT CHESTER, NY 10573 US	Ship To	350 N MAIN ST PORT CHESTER, NY 10573 US

Part Number	Product	Quantity	Sales Price	Total Price
22011	APPM, BATTERY PACK, AUTO SHUT OFF, X2/X26P	4.00	USD 63.95	USD 255.80
34200	Cartridge - 15'	150.00	USD 21.55	USD 3,232.50
11002	HANDLE, BLACK, CLASS III, X26P	4.00	USD 873.85	USD 3,495.40
11504	HOLSTER, BLACKHAWK, LEFT, X26P	1.00	USD 51.75	USD 51.75
11501	HOLSTER, BLACKHAWK, RIGHT, X26P	3.00	USD 51.75	USD 155.25
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	1.00	USD 159.95	USD 159.95
22012	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	4.00	USD 52.95	USD 211.80
11004	WARRANTY, 4 YEAR, X26P	4.00	USD 269.99	USD 1,079.96

Notes:	***PLEASE REVIEW QUOTE FOR ACCURACY*** To place this order, simply sign the quote and either fax to (480) 658-0724, or scan and e-mail to kmcguire@taser.com. PO# is optional. All sales are final and no refunds are allowed for TASER law enforcement, military, and corrections products, cartridges and accessories.	Subtotal	USD 8,642.41
		Total Price	USD 8,642.41
		Shipping and Handling	USD 112.35
		Grand Total	USD 8,754.76

THANK YOU FOR PURCHASING TASER PRODUCTS!

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative,

TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement0213>. The sale of the Professional Services is subject to the parties execution of TASER's Professional Services Agreement and a Statement of Work. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Quote Acceptance:

Signature:

Printed Name:

Title:

Email:

Date:

PO Not Required:

PO Number:

## Captain Telesca, John

---

**From:** Sgt. Braccio, Mark  
**Sent:** Monday, January 20, 2014 12:37 PM  
**To:** Captain Telesca, John  
**Subject:** FW: Taser proposal for 2014 edited

Edited to include batteries

**From:** Sgt. Braccio, Mark  
**Sent:** Monday, January 20, 2014 12:27 PM  
**To:** Captain Telesca, John  
**Subject:** Taser proposal for 2014

Due to the discontinuation of Taser X26 production by the manufacturer I recommend the PD include in its budget the following:

4 Taser X26P black	model # 11002	@ \$873.85/ea	\$3495.40
4 Automatic shutdown Power Magazines	model #22011	@ \$ 63.95/ea	\$ 255.80
4 Tactical Performance Poer Magazines	model # 22012	@ \$ 52.95/ea	\$ 211.80
3 Taser X26P holsters RH	model # 11501	@ \$ 51.75/ea	\$ 155.25
1 Taser X26P holster LH	model # 11504	@ \$ 51.75	\$ 51.75
4 four year extended warranty	model # 11004	@ \$269.99/ea	\$1079.96
1 Dataport download kit	model # 22013	@ \$159.95	\$ 159.95
Total			<u>\$5409.91</u>

Additionally I request the following to accomplish one yearly training cycle

150 15 foot training	model # 34200	@ \$ 21.55/ea	\$3232.50
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Regards,

Sgt. Mark Braccio #133  
Traffic Division  
Port Chester Police Department  
Office: 914-939-6608  
[mbraccio@vpcpd.com](mailto:mbraccio@vpcpd.com)

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IMPORTANT WARNING: This message is intended for the use of the person or entity to which it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is STRICTLY PROHIBITED. If you have received this message in error, please notify the sender immediately and arrange for the return or destruction of these documents.

# CORRESPONDENCE



C-1

# Kiwanis Club of

## Port Chester and Rye Brook

Dear Mr. Mayor and Board of Trustees,

The Kiwanis Club International has declared April 4<sup>th</sup> as community service day in all local towns, cities and villages. In response to this request we are asking permission to have this day proclaimed in our village. We would like to sponsor a Port Chester cleanup day in conjunction with the village, the Port Chester High School Anthony Foust Mentors, the local boy and girl scouts troops, and any local entity that wishes to join us. The day would include picking out specific sites to cleanup any unsightly debris with the goal of helping beautify our village.

We propose a meeting with the proper agency to set up the day to make sure we accomplish this goal in a safe manner.

Please contact President Dom Bencivenga at 914-490-8597 if you wish to proceed with this community service effort. Thank you for your time and support in our effort to service the Village of Port Chester.

Respectfully,

Mark D. Santora

Vice President

PC/RB Kiwanis Club

*My cell # is 914-417-7112*

Received



Fire Department FEB 10 2014  
Village of Port Chester  
Village Clerk  
WESTCHESTER COUNTY, N. Y.

- 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

Headquarters: Westchester Avenue and Paninigo Street

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

The Fire Patrol Rescue Co. 1 respectfully reports that at a meeting held on 4 February 2014 favorable action was taken on the following:

Elected active members Amato, Anthony

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

Members resigned \_\_\_\_\_

Members expelled Marquez, Carlos

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

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

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

Remarks \_\_\_\_\_

*[Signature]*  
Secretary.  
James K Mitchell Jr

Amato, Anthony  
166 W old Mill Rd  
Greenwich, CT. 06831  
DOB 08/09/83



# Mellor Engine & Hose Co. No 3, Inc.

P.O. BOX 575  
PORT CHESTER, NEW YORK 10573



Leslie J. Murphy, *President*  
Christopher Sandor, *Vice President*  
John Colucci, *Treasurer*  
Donna Gordiski, *Secretary*

Fred Meyers, *Captain*  
Luis Marino, *1<sup>st</sup> Lieutenant*  
Jesus Hernandez, *2<sup>nd</sup> Lieutenant*  
Frank Gordiski, *Sergeant*  
Peter Mutz, *Chief Driver*

February 4, 2014

Village of Port Chester  
Village Clerk  
222 Grace Church St.  
Port Chester, New York 10573

To whom it may concern:

The members of Mellor Engine & Hose Company #3, Inc. have elected Mr. Christopher Petrowski, to active membership in our company. This action took place during our regular monthly meeting on February 4, 2014.

Mr. Petrowski resides at 310 Locust Avenue, Port Chester, NY, 10573. We believe that Mr. Petrowski will be an asset to the Port Chester Fire Department. Upon completion of the necessary physical exam requirements, Mr. Petrowski will present a copy of this letter to your office.

We hope the Village Trustees approve Mr. Petrowski for membership in the Port Chester Fire Department.

Sincerely,

Donna C. Gordiski  
Secretary of Mellor E&H Co. #3

**TRAFFIC COMMISSION  
Port Chester, New York**

**February 14, 2014**

**Mayor Pagano and the Board of Trustees  
Port Chester, New York 10573**

**Dear Mayor Pagano and the Board of Trustees:**

**As a result of the February 4, 2014, meeting of the Traffic Commission, the following recommendations are submitted for your approval:**

**On Westchester Avenue, Broad Street and Pearl Street signs should be posted to designate weight limits, stating No Trucks over 10,000 pounds. There is now a sign that says No Trucks, No Right Turns but it causes confusion as to the size of trucks. We must also disclose a truck route so these vehicles will know the direction they can go. Signs can be posted to direct these trucks.**

**On Westchester Avenue and Pearl Street the parking meters have been removed causing a hardship for the business owners in that area. There is a loading zone on Pearl Street from Westchester to the Occhicone building. The Commission recommends that two fifteen minute parking spaces be available from 9:00 a.m. to 9:00 p.m. on Pearl Street between Westchester and Irving Avenues. The Commission recommends a local law change is not needed for this is just a sign change.**

**Regarding Fawcett Street, the Commission recommends appealing the No Parking 1:00 a.m. to 6:00 a.m. and adding No Parking January and February.**

**On Central Avenue on the school side of the street, the Commission recommends No Parking January and February.**

**On Abendroth Avenue and Mill Street, the Commission recommends adding a Right Turn on red.**

**On Poningo Street the Commission recommends on the Fire House side between Westchester Avenue and Irving Avenue, parking be reserved for Volunteer Fire Fighters.**

**Sincerely,**

*Joseph Gianfrancesco*

**Joseph Gianfrancesco  
Chairman**

**Cc: C. Steers  
A. Cerreto**

From Andrea Granata  
22 Burdsall Drive

Received

FEB 10 2014

request to update the Village to current times regarding rubbermaid and other type sheds. These types of shed were not around when the Village Code was written. Also Village Clerk  
needs of the community are different now as you look around these sheds are all over  
everywhere.

Meeting on January 23, 2014 regarding 22 Burdsall Drive / 11th 500 Main Street.

Signatures:

For Andrea Granata

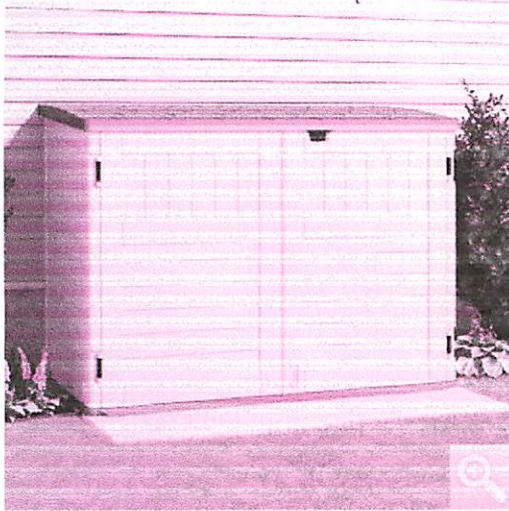
C-5

1	<del>Frank Abajian</del>	27 Burdsall Drive	Frank Abajian
2	<del>Rosa Pissano</del>	27 Burdsall Dr.	Rosina De Jorio
3	<del>Frank Abajian</del>	<del>27 Burdsall Dr.</del>	<del>Frank Abajian</del>
4	Rosa Pissano	21 Burdsall Drive	Rosa Pissano
5	Jamie Stellate	16 Burdsall Dr.	Jamie Stellate
6	Bedford Brown	9 Burdsall Dr.	Bedford Brown
7	Lucile Brown	9 Burdsall Dr.	Lucile Brown
8	Robert T. Jr.	3 May Place	Robert T. Jr.
9	Kelly Burke	4 Burdsall Dr.	Kelly Burke
10	JASON URSO	4 MITCHELL PL	JASON URSO
11	Anna Urso	4 Mitchell Pl	Anna Urso
12	P. SIMONEZ	26 BURDSALL DR.	P. SIMONEZ
13	LAURA SIMONEZ	M B	LAURA SIMONEZ
14	LYNNE ALVAREZ	4 MITCHELL	LYNNE ALVAREZ
15		8 MITCHELL PL	
16	Sam Diaz	6 MITCHELL PL.	Sam Diaz
17	SAM DIAZ	24 BURDSALL DR	SAM DIAZ
18	DAVID A HAEVEY	2 May Place	DAVID A HAEVEY
19	Mario PAPA	4 May PLACE	Mario PAPA
20	Peter Pascale	5 May Place	Peter Pascale
21	Maria Ardolino	1 Burdsall Dr.	Maria Ardolino
22	JANE GIBBS	5 BURDSALL DR	JANE GIBBS
23	Ann M. Viskochil	7 Burdsall Dr.	Ann M. Viskochil
24	ROBERT IVICK	7 Burdsall	ROBERT IVICK
25	Selma Reis	19 Burdsall Dr.	Selma Reis
26	Selma Reis	19 Burdsall Dr.	Selma Reis
27	Judy LaBelle	6 Fairchase Lane	Judy LaBelle
28	Mary Ann	53 Upland	Mary Ann
29	Beth	57 Upland St	Beth
30	JIM LANDAU	53 Upland St.	JIM LANDAU
31	STEVEN A SIMONEZ	59 Upland St	STEVEN A SIMONEZ
32	Mario Salcutore	61 Upland	Mario Salcutore
33	FRED SULLO	10 BURDSALL DR	FRED SULLO
34	PATRICIA	32 Burdsall	PATRICIA
35	DONALD	32 " "	DONALD
36	John S. O'Leary	1 Mitchell Place	John S. O'Leary
37	Cathy Acebo	357 William St	Cathy Acebo
38	Mary Acebo	359 William St	Mary Acebo

*Regulate This!!!  
They are everywhere.*

*FROM ANDREA GRAMATA*

*C-5B*



### Suncast 70 cu ft. Horizontal Shed

Compare product  
 Rated ★★★★★ (out of 1 review)  
 Share this Product: [Facebook](#) [Twitter](#) [Pinterest](#)

Item #773797      Your Price **\$429.99**  
 Shipping & Handling included \*  
 Features: Steel Reinforced, Lockable Metal Latch, 70 cu ft. Capacity  
 QUANTITY 1  
[Add to Cart](#)  
[Add to Wish List](#)  
[Print this Page](#)



6' x 8' Grand Garden Chair Wood Storage  
**Received**  
 ★★★★★ (1)  
 \$949.99  
**FEB 10 2014**  
 Village Clerk  
 VILLAGE OF PORT CHESTER

[Product Details](#)   [Specifications](#)   [Shipping & Terms](#)   [Returns/Warranty](#)   [Reviews \(1\)](#)

This Suncast 96-gallon Horizontal Shed is just-the-right-size storage option because it fits in places other sheds can't. With its low profile, this horizontal shed sits below most standard fence lines yet is big enough to store your tools, equipment, and recycling bins. Like all Suncast products, this horizontal shed is built for durability, designed to protect your stuff from weather, and looks good doing it.

- Features:**
- Large enough to hold two 96 gallon garbage containers. Hides unsightly garbage and minimizes odors.
  - Sturdy floor storing lawn and garden supplies and tools, smaller bicycles, patio cushions and more.
  - Gas shocks enable a one handed lift operation to easily throw additional bags in without removing containers.
  - Can be placed on the side of a house, patio, or freestanding in the yard.
  - Steel reinforced double wall and roof construction for added stability.
  - Includes a lockable metal latch to keep lid from lifting in the wind and discourages critters from rummaging through garbage.

- Dimensions:**
- Door opening: 63½"W x 46½"H
  - External dimensions: 5' 10½"W x 3' 8¼"D x 4' 4"H
  - Internal dimensions: 5' 5½"W x 3' 2½"D x 4' 1½"H
  - Capacity: 70 cu. ft.

Model: BMS4700

- **Brand:** Suncast
- **Dimension:** 3.69 ft. x 5.88 ft.
- **Floor:** Yes
- **Height:** 4.33 ft.
- **Material:** Polypropylene
- **Model:** BMS4700
- **Shelves:** No

Standard shipping via common carrier is included in the quoted price. [Curbside delivery\\*](#), signature required. Carrier will call to set up a delivery time. Extraordinary delivery requirements may necessitate an additional fee to the carrier. **The estimated delivery time will be approximately 1 - 2 weeks from the time of order.**

\*Delivery is available to Alaska, Hawaii and Puerto Rico. An additional Shipping and Handling fee will apply to shipments going to Alaska, Hawaii or Puerto Rico. This fee will be quoted at checkout. Additional transit time may be required.

Costco.com products can be returned to any of our more than 600 Costco warehouses worldwide.

**Membership:** We will refund your membership fee in full at any time if you are dissatisfied.

**Merchandise:** We guarantee your satisfaction on every product we sell with a full refund. The following must



Lifetime Sentinel 8' x 7.5' Shed  
 ★★★★★ (7)  
 \$949.99

*Emailed Mayor 2-10-14*

C-6

VILLAGE OF PORT CHESTER

FEB 10 2014

RECEIVED *M*

Mary E. Madden  
484 Westchester Avenue  
Tuckahoe, New York 10707

February 3, 2014

Westchester County Legislator  
800 Michaelian Office Building  
140 Martine Avenue  
8th Floor  
White Plains, New York 10601

Re: Chapter 863:  
Consumer Protection Code:  
Article VII: Towing: Sec. 863.214  
Legislative findings and  
Sec. 863.216: Removal of Vehicles.

This letter is being written in reference to the above mentioned Law. It is because of this legislation I was subjected to intimidation, bullying, verbally harassed, and held captive by a licensed towing company.

On Saturday, February 1, 2014 at approximately 6:50 p.m. I parked my car in the Super Suds mall parking lot. I escorted my grandson into Edo's Japanese steak house. On my way to the restaurant I passed a woman in a green and white vest talking to a man. Neither one of them approached me or said anything to me at that time. I have a text to my daughter which proves I was in the restaurant at 6:53 pm. I went outside to speak to my daughter who was looking for parking. The woman and the man were standing across from my daughter and a third person had joined them. I went back inside and confirmed the reservation was for 7:30. I went back outside and told my daughter I was not staying. One of the two men heard me and yelled to me that a tow truck was coming to remove my car. I went to my car which not only was booted but also was blocked by a white car with Virginia license plates. As I looked around I saw that another car was blocking a nearby exit. The man in the white car kept yelling at me and telling me that a tow truck was coming, the police had been notified, and I could not leave. The second man informed me that they were called by the owner of Super Suds. I asked the first man how did he know I did not go into the Super Suds and he said he watched me park. He was the man standing talking to the

women from Edo's Restaurant that I passed walking into the restaurant. He never stopped me from parking there. Clearly he was not just called. He had been waiting for someone to make the mistake!!! I told them I just wanted to leave and they agreed to take off the boot for a fee of \$70. cash.

1. The fee according to the law is \$65. and it does not say it has to be in cash.
2. The receipt I was given gives the time as 7:15 pm. This was given to me after standing there and being intimidated by these two men threatening me with towing my car and calling the police. So, I was not parked there for more then a few minutes. I was detained there by two strange men who showed no identification and surrounded me with no exit. According to the internet it seems to be a policy in this particular shopping center.
3. Attached is a copy of the receipt.
4. I called the Port Chester Police Department and spoke to a Lieutenant. He was most courteous and informative. He explained the law to me and that is why I looked it up. He also said that the Port Chester Police Department is not a part of this. I told him they wrote a Lieutenant's name on the receipt. When I tried to read the name he gave me his name and it was his name on the receipt. He asked me to fax him a copy of the receipt. I did so on February 2<sup>nd</sup> at approximately 4:40-5:00 pm.
5. I am a senior citizen, recently widowed, two time breast cancer survivor. I do not carry any weapons and I have no experience with the martial arts. To be in a parking lot in darkness being bullied by two strange men who were just sitting there waiting for this to happen is a very frightening experience. This law that was passed has allowed this to happen. I have no recourse for the intimidation and threatening situation. On top of that I had to [over]pay for it.
6. You might want to revisit this law and be more specific about time limits, postings etc. This type of scenario in the climate we live in today is an accident waiting to

happen.

7. Also, Mr. Gelfarb according to the internet you are Chair of the Public Safety and Security Committee. The public is definitely not safe in the Super Suds parking mall in Port Chester.
8. The new Mayor of Port Chester, Mr. Neil Pagano, might want to address this issue and the circumstances surrounding a business hiring a tow company to intimidate people visiting his community.

Thank you for your attention to this matter. I hope someone will be able to address this so it does not happen again and prevents anyone from getting hurt.

Sincerely yours,

*Mary Madden*  
Mary Madden

Cc: David B. Gelfarb, Esq.  
County Legislator District 6

Gordon A. Burrows, Esq.  
County Legislator District 15

Kenneth W. Jenkins  
County Legislator District 16

Neil Pagano  
Mayor of Port Chester

John R. Telesca  
Acting Police Chief  
Port Chester Police Department

*Emailed Mayor 2-10-14*

*C-7*

**John C. Peterson**

24 Robin Lane □ Oakdale, Connecticut 06370

Email: [john@johncpeterson.com](mailto:john@johncpeterson.com)

Telephone: 860-447-9198

---

January 28, 2014

VILLAGE OF PORT CHESTER

FEB 10 2014

RECEIVED *M*

**Neil J. Pagano**, Mayor  
Port Chester  
222 Grace Church St.  
Port Chester, NY 10573

Dear Mayor,

I am writing to express my respect and appreciation for Marshal Steve Carroll who assisted me in the collection of a small claims judgment recently.

Marshal Carroll conducted himself in an exemplary manner. His diligence and professionalism are a credit to the court and your community and I wanted to bring that to your attention.

Sincerely,

*John Peterson*  
John C. Peterson



JOSEPH CARVIN  
SUPERVISOR

WILLIAM VILLANOVA  
DEPUTY SUPERVISOR

TOWN OF RYE

10 PEARL STREET  
PORT CHESTER, NY 10573

TEL: 914-939-3075 · FAX: 914-939-1465

C-8

TOWN COUNCIL  
CHRISTINA COLLINS  
MICHELE MENDICINO DALY  
ROBERT NIORAS

*Delivered by HAND  
2/10/2014*

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

Dear Sirs,

As you are aware, the Town of Rye will be moving into the third floor space at 222 Grace Church Street sometime this Spring. We are all excited to be consolidating government in your building and bringing more efficiency of government to our taxpayers.

We have been apprised that there are construction permit fees approximating \$3,088 for the build out of the space based on an estimated \$250,000 construction value. As you are also aware, about half of the construction is based on code compliant items that the Landlord typically provides. The Town of Rye took this work on to expedite the project and to eliminate any cost outlay for the Village for this space.

Consequently, we are asking the Village of Port Chester to waive the projected \$3,088 in construction permit fees for this project.

Sincerely,

Joseph Carvin – Town Supervisor

C-8B



# Building Department

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

Permit Fee: \_\_\_\_\_  
Paid On: \_\_\_\_\_  
Check #: \_\_\_\_\_

Peter J. Miley  
Building Inspector

(914) 939-5203  
Fax (914) 939-8747  
PMiley@portchesterny.com

## APPLICATION TO OBTAIN BUILDING PERMIT

Application is hereby made to the Building Inspector of the Village of Port Chester for the approval of the detailed statement of the specifications and plans wherewith submitted, for the alteration of the building herein described, and for a permit to alter such building. Please read the attached instructions carefully prior to any submission.

It is agreed that if such permission be granted, such building will be constructed in conformity with this application and that plans and specific actions thereof as approved, and that all State laws, by-laws, and ordinance of the Village of Port Chester, and rules, regulations, and orders of any board, body, or department, so far as the same may be pertinent, will be complied with.

The applicant further agrees to furnish any additional information, plans, or statements, if required by the Building Inspectors. All Plumbing & Electrical work is to be filed for and installed by licensed contractors.

**OWNERS NAME & ADDRESS:** Village of Port Chester  
222 Grace Church Street, Port Chester, NY 10573  
**PROPERTY ADDRESS:** 222 Grace Church Street  
**Section:** 142.62 **Block:** 1 **Lot:** 28  
**Building Type (Use):** office **Proposed Type (Use):** office  
**Architect's Name & Address:** Arconics Architecture, P.C.  
545 1/2 Westchester Ave., Rye Brook, NY 10573  
**Builder/Contractor's Name & Address:** \_\_\_\_\_

Check Here if Applying as Part of the Permit Amnesty Program

**I PROPOSE TO: (State exact nature of proposed alterations & repairs)** \_\_\_\_\_

renovate approximately 3,000 sf of existing 3rd floor office space

**Estimated cost of proposed work:** 250,000

If application is to correct/remove/restore existing violations, copy of said Violation Notice or Appearance Ticket MUST be submitted with this application.

Applicant's Name: Bishop M. Nowotnik Applicant's Signature: [Signature]  
Applicant's Address: 10 PEARL ST. Port Chester N.Y. Phone #: 914 400 6924

\_\_\_\_\_  
Signature of Owner

Sworn to before me this 10th day of February 20 17  
[Signature]  
Notary Public

HOPE B. VESPIA  
Notary Public, State of New York  
No. 01VE5064028  
Qualified in Westchester County  
Commission Expires August 25, 2017

# MINUTES

## **MEETING HELD SEPTEMBER 3, 2013**

A special meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, September 3, 2013, in the Court Room of the Police Headquarters Building, 350 North Main Street, Port Chester, New York, with Mayor Neil Pagano presiding.

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

Also present were Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; Administrative Aide, Christopher Ameigh, and Mr. Terry O'Neill, Labor Council.

On motion of Trustee Adams, seconded by Trustee Marino, the meeting was declared opened at 6:05 p.m.

### **ROLL CALL**

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

**NOES:** None

**ABSENT:** None

**DATE:** September 3, 2013

### **MOTION FOR EXECUTIVE SESSION**

At 6:05 p.m., on motion of Trustee Marino, seconded by Trustee Brakewood, the Board adjourned into an executive session for consultation with legal counsel regarding Police Department matters.

### **ROLL CALL**

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

**NOES:** None

**ABSENT:** None

**DATE:** September 3, 2013

Also present were Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; Administrative Aide, Christopher Ameigh, and Mr. Terry O'Neill, Labor Council.

No action was taken in executive session.

At 7:14 p.m., on motion of Trustee Ceccarelli, seconded by Trustee Adams, the executive session was closed.

### **ROLL CALL**

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

**NOES:** None

**ABSENT:** None

**DATE:** September 3, 2013

Following the Executive Session the Board of Trustees proceeded with the regular scheduled meeting.

Before start of the meeting the Mayor asked for a moment of silence to acknowledge two Village residence Fernanda Gomez and Juliana Restrepo who died in a car crash on Sunday morning, Sept. 1st.

A regular meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, September 3, 2013, in the Court Room of the Police Headquarters Building, 350 North Main Street, Port Chester, New York, with Mayor Neil Pagano presiding.

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

Also present were Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; Director of Planning and Development Christopher Gomez; Village Planner, Jesica Youngblood; Administrative Aide, Christopher Ameigh, and Capitan John Telesca.

On motion of Trustee Adams, seconded by Trustee Brakewood, the meeting was declared opened at 7:19 p.m.

## **ROLL CALL**

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

**NOES:** None

**ABSENT:** None

**DATE:** September 3, 2013

## **Opening comments**

Mayor Pagano asked for the Boards indulgence to make a comment regarding Port Chester Police department.

As most people know by now, the PCPD reported that there was a breach of security and the disappearance of certain evidence from the evidence property room in police headquarters sometime in early July.

At that time the Board was timely briefed by Chief Krzeminski in executive session and an investigation was commenced immediately. Subsequent to the initial investigation, and at the request of this Mayor and the entire BOT, an outside agency, was contacted to become involved in the investigation. That process remains ongoing and is still underway.

Every member of the PCPD has been affected by this incident that arose out of the selfish and illegal act committed by an individual or individuals. Every good honest cop – who is on the street every day – protecting you and me - and continues to do his/or her job in a dedicated and serious manner is taking the hit for this incident. Every honest and hardworking civilian that is employed by the Department and who has access to the building is also in the line of fire. The careless, insensitive and off-handed comments and disparaging remarks that I've seen and heard from some of the participants in the various social media and on the street paints all of the PAD with a broad brush. That's not only unfair....it's just plain wrong and irresponsible. As this matter progresses, and it will progress to the point of wherever it takes us, please be rest assured that your BOT will take whatever steps it may have to take in order to bring this matter to a conclusion. It will not be quashed!

With regard to this evening's BOT proceedings and the BOT proceedings that will follow in the coming weeks - please be advised that I will not entertain any questions or comments from the public in connection with this matter nor will any further questions from the press or other similar media be entertained by responses other than or similar to "no comment" until such time as the investigation has reached a point where there is something material to report. I would encourage the members of this Board to follow the same guideline.

Make no mistake - silence on the part of the Village and/or its elected officials does not mean that matters have come to a halt – whether it takes weeks or months. We do not intend to let this matter go quietly into the night.

## **PUBLIC COMMENTS**

Mayor Pagano asked if there was anyone from the audience who would like to make any comments.

Ms. Goldie Solomon commented on the accident that took the lives of two residents Fernanda Gomez and Juliana Restrepo; and asked that residents attend their wakes and funerals. She also requested that residents attend the Sept. 11<sup>th</sup> remembrance at Lyons Park.

Mr. Terranova thanked Heather and the Rec committee for making Port Chester Day a success. Commented on the negative comments about the Police Department in the PATCH.

Ms. Dina Goren said that on September 14<sup>th</sup> at Abendroth Park there will be tours and a community tag sale and raffles.

Mr. Reavis said he looking for information on what's going on with Starwood.

Mayor Pagano commented that there is not enough information to give a status report.

Ms. Madeline Luzzi thanked the people of Port Chester for the fundraiser for her nephew Rocco Morabito.

Mr. Richard Abel spoke on parking in front of the Police Department and that people should not have to feed the meter in order to attend public meetings.

Ms. Bea Conetta commented about the Village Police Department and we should be proud of our Police Department and that comments should not come out before the case is heard. She spoke about Amnesty and the State codes.

## **PRESENTATION**

Mr. Terranova spoke to the Board on behalf of the Park Commission regarding 201 Grace Church Street property and the Dog Park Group. Mr. Terranova presented to the Board the following letters from the Park Commission:

August 14, 2013

Dear Mayor Pagano and Board of Trustees:

At a Special Meeting of the Park Commission held on August 7, 2013, the Park Commission discussed their recommended use for the property known as 201 Grace Church Street.

The Commission requests that this land be dedicated as park land. The Commission would like to see the existing building demolished, the utilities capped off and a gravel parking lot installed to accommodate 25 to 30 cars leaving the other areas of the property untouched at this time.

Chairman Jerry Terranova and Chris Gomez of the Planning Department have submitted a grant application to New York State requesting funds to aid in developing this property. In the hope that this grant is received, the Commission will then sit down and develop a more thorough plan for this property.

The Commission requests your approval regarding their recommended use for this property.

Very truly yours,

Jerry Terranova and Park Commissioners

August 8, 2013

Mayor Neil Pagano and the Board of Trustees  
Port Chester, New York

Dear Mayor Pagano and Board of Trustees:

At a recent meeting of the Park Commission a request from Tarin Gonzalez for the Port Chester Dog Park Group to use Abendroth Park for a tag sale was discussed.

The original date for this event was set for July 13, 2013, but a second request was received in which the Group asked to change the date to September 14, 2013, from 8:00 a.m. to 5:00 p.m. The Commission has approved this request with the requirement that although the Park Use fee has been waived, the \$200 refundable deposit must be paid. The Group is also required to present a Certificate of General Liability Insurance in the amount of \$2,000,000.00 naming the Village of Port Chester as co-insured.

The Dog Park Group understands the Park facility will be left in the condition it is found or additional fees maybe incurred. The have also been made aware that **NO DOGS WILL BE ALLOWED.**

The Park Commission asks the Mayor and Board of Trustees to support their recommendation in granting the Board's approval.

Very truly yours,

Jerry Terranova and Park Commissioners

August 14, 2013

Mayor Neil Pagano and the Board of Trustees  
Port Chester, New York

Dear Mayor Pagano and Board of Trustees:

At their meeting held August 13, 2013, the Park Commission reviewed a request from Dina Goren of the Dog Park Group regarding posting dedication plaques on the fence of the Dog Park.

The plaques will be no larger than 5 ¼ inches by 8 ½ inches and will be placed inside the Dog Park fence.

The Park Commission recommends this request to the Board for their approval.

**RESOLUTION  
GIVING PERMISSION TO THE INSTALLATION OF PLAQUES  
ON THE FENCE OF THE PROPOSED DOG PARK IN ABENDROTH PARK**

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

WHEREAS, The Dog Park Group has made request that the Board of Trustees permit the installation of plaques to recognize donors that would be installed on the fence of the proposed dog park in Abendroth Park; and

WHEREAS, the proposed plaques would be no larger than 5 ¼ by 8 ½ inches and will be placed inside of the fence; and

WHEREAS, the Park Commission has reviewed the request and favorably recommends same to the Board of Trustees. .Now, therefore, be it

RESOLVED, that the Board of Trustees hereby grants conceptual approval for the installation of plaques to recognize donors that would be installed on the fence of the proposed dog park in Abendroth Park.

**ROLL CALL**

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

**NOES:** None

**ABSENT:** None

**DATE:** September 3, 2013

The second presentation was made by Mr. Aldo V. Vitagliano representing 110 Westchester Avenue on application for License Agreement regarding Village Lot at 7 East Broadway.

Mr. Vitagliano stated that I represent Chung Hwan Kim and his wife Chang Myun Kim, owners since 1997 of 110 Westchester Avenue. The property consists of a two story currently vacant building. A recent prior use of the property was as a retail furniture store.

After studying efforts to vitalize this property, I recommended to the client that we seek a license agreement from the Village of Port Chester to improve the rear yard area and access the adjoining Village Shoppers Parking Lot at 7 East Broadway from the second floor of the property. Initial meetings with former Manager Chris Russo and Planning Consultant Pat Geary, it was determined that the appropriate way to secure approval was through the Site Plan Process with the Planning Commission.

An application for Site Plan approval for this improvement was filed and presented. Preliminary Approval was granted on July 29<sup>n</sup>, 2013, subject to the grant by the Village of Port Chester of a License Agreement. The plan calls for the installation of a new exit door, a lit walkway with new fencing and lawn. Access to the parking lot would be through the existing Village of Port Chester fence. No parking spaces would be lost.

The Board of Trustees asked the Village Attorney to draw up the license agreement for the next regular meeting.

## **AWARD PRESENTATION**

To Reliance Engine and Hose Company # 1.

Over 190 years ago, in April 1823, by an act of the state legislature The Clinton Engine Company #1 was organized for the purpose of providing fire protection for the hamlets of the Sawpits and Lyons Point in the Town of Rye and operated as the sole company of the department until Putnam E & H was organized in 1854. The HHH & L #1 joined these companies in 1858. John Lounsbury, a prominent local businessman and member of Reliance was elected the first Chief Engineer of the PCFD and served as such until the end of 1862.

The first piece of fire apparatus was a 10 year old condemned, hand drawn-gooseneck style engine purchased from the City of New York for \$300 without any other equipment or hose. This engine even with a “defective” cylinder went on to serve the company for over 40 years. In 1837 the company minutes record the first official use of the name of Port Chester for the hamlet, when it was voted by the residents to spend \$250 for hose and other implements. Clinton later acquired a used hose reel from the city in the early 1850’s. In the mid-1870s Clinton Engine Company #1 was reorganized and changed its name to “Reliance” and then once again in 1886 when its name was changed to its final version “Reliance Engine & Hose #1”

Since its inception, there have been 11 members of the Company who have held the position as Chief Engineer – the most recent being Bob Drought who served from 2009 - 2010. The Company also honors 6 of its members who served the department as Ass’t Engineers without reaching the office of Chief Engineer. Three of its members went on to attain the office of President of the Westchester County Volunteer Fireman’s Association. Sadly, one member – Joseph Hamilton – perished in the line of duty in 1938

Through those years many community families – generation after generation - have volunteered and supported the operation of the Company in its mission to protect our Community - Names like , Peck, Lounsbury’s, Studwells, Lyon’s,

Connolly's, Brundages, Wenkenbach's, Moger's, Underhill's, Archers, O'Briens, Lewin's, Kelly's, Thalheimer's, Santucci's, McDades, MacPherson's and Loizzo's and many many others – have come together not only as part of the Firematic brotherhood but have become a family in the truest sense of the word.

On Sunday September 22, 2013– Reliance E & H and its member will celebrate and commemorate their 190<sup>th</sup> anniversary with a parade that will commence at 2PM.

I, along with the members of the Village BOT and staff of the Village of Port Chester would like to congratulate and thank all of the members of the company for the many years of service to our Community.

The Current Firematic and Parliamentary officers are  
Captain Christopher Santucci  
1st Lieutenant Louis Monti  
2nd Lieutenant Brendan Loizzo  
Head Driver Daniel Hickman

President John P. "Sean" Powers  
Vice President Andrew Voelkel  
Secretary Bryan A. Santucci  
Treasurer William Irwin, Jr.

## **RESOLUTION**

### **RESOLUTION #1 RECOGNIZING OCTOBER, 2013 AS ANTI-BULLYING AWARENESS MONTH**

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

**WHEREAS**, it is fundamental that children are raised in an environment that holds promise and security; and

**WHEREAS**, many organizations, school districts, educators and parents have publicly expressed concern about the bullying of children; and

**WHEREAS**, each day an estimated 160,000 children refuse to go to school because they dread the physical and verbal aggression of their peers, and

the loneliness that comes from being excluded and made the target of rumors and cyber-bullying; many more students attend school in a chronic state of anxiety; and

**WHEREAS**, it is important that we acknowledge and heighten awareness about the serious issues and the negative effects of bullying, including the long-term damage it can cause in our youth as well as the risks of teenage suicide; and

**WHEREAS**, providing a safe physical and emotional environment is a significant goal and a personal responsibility of each individual. Now, therefore be it

**RESOLVED**, that the Board of Trustees does hereby designate the month of October 2013 as Anti-Bullying Awareness Month in the Village of Port Chester as a symbol of our commitment to the year-round struggle against bullying, and be it further

**RESOLVED**, that a copy of this resolution be forwarded to the Port Chester-Rye Union Free School District.

## **ROLL CALL**

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

**NOES:** None

**ABSENT:** None

**DATE:** September 3, 2013

## **DISCUSSIONS**

The Board discussed different options regarding meter parking in front of the Courtroom (350 North Main Street) during the BOT, ZBA, etc. meetings.

## **CORRESPONDENCES**

***From Reliance Engine & Hose Company No. 1 on the resignation of Brett Lyons and Augustine Diaz.***

The Board accepted the correspondence.

***From Aldo V. Vitagliano for site plan approval at 110 Westchester Avenue seeking license agreement with regard to rear access to the East Broadway municipal parking lot.***

The Board accepted the correspondence.

***From the Traffic Commission regarding the request of the East Coast Greenway Alliance for a change in their route and signage.***

The Board accepted the Traffic Commission recommendations.

***From Stephen Neilsen regarding his interest in joining the Taxi Commission.***

The Board accepted the correspondence and requested the Clerk to provide the Board with an updated list of current members of the Taxi Commission.

***From the Parish of Our Lady of the Rosary for a police escort to lead and one to follow their procession on October 20, 2013.***

The Board referred the correspondence to staff regarding a possible new route.

***From Whole Foods requesting permission to locate a food truck during the opening day in the parking lot outside the store's entrance until Sunday.***

The Board accepted the correspondence.

***From Saint Peter's Episcopal Church asking permission for a procession on September 14, 2013 at 5:00 P.M. starting from 45 N. Regent Street turning right on Irving Avenue, processing unto Poningo Street, then turning right to cross Westchester Avenue to enter Saint Peter's Church.***

The Board referred the correspondence to staff.

***From Daniel & Josephine Colangelo regarding the increase in heavy duty commercial vehicles traversing Betsy Brown Road.***

The Board referred the correspondence to staff.

## **MINUTES**

***Minutes from July 1, 2013 and July 15, 2013.***

Trustee Marino made a motion to combine the minutes of July 1, 2013 and July 15, 2013 of the agenda for the purpose of casting one vote for all three minutes by the Board of Trustees of the Village of Port Chester, New York. The motion was seconded by Trustee Ceccarelli.

## **ROLL CALL**

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

**NOES:** None

**ABSENT:** None

**DATE:** September 3, 2013

On motion of Trustee Kenner, seconded by Trustee Ceccarelli, the minutes of July 1, 2013 and July 15, 2013, were adopted.

### **ROLL CALL**

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

**NOES:** None

**ABSENT:** None

**DATE:** September 3, 2013

### **PUBLIC COMMENTS AND BOARD COMMENTS**

#### ***Public:***

Ms. Bea Conetta questioned the idea of having to pay \$2 to park to attend the Village Meetings. Suggested that there be a sign-in sheet and those tickets would be excused. People who come to the meetings should not have to pay to park.

#### ***Board:***

Trustee Adams expressed sympathy for the accident victims and to the Estrapos and Gomez families. Thanked the firemen present at the meeting.

Trustee Brakewood said the accident victims were lovely and caring young women. Said he would not comment on the investigation of the Police Department, out of respect for our good Police Department. Commented on with schools reopening people should be cautious in driving.

Trustee Marino will be with both accident families and asked for any help to the families.

Trustee Kenner said the families will be in his prayers.

Trustee Ceccarelli thanked Trustee Marino and the public who helped with the Brazilian fundraising.

Mayor Pagano thanked Trustee Marino for his help in guiding the accident victims' families through their arrangements and asked Trustee Marino to be the main contact for monetary help to the families.

At 8:51 p.m., on motion of Trustee Marino, seconded by Trustee Adams, the Board of Trustees adjourned.

**ROLL CALL**

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

**NOES:** None

**ABSENT:** None

**DATE:** September 3, 2013

Respectfully submitted,

Janusz R. Richards  
Village Clerk

## **MEETING HELD SEPTEMBER 5, 2013**

A special meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Thursday September 5, 2013, in the Village Hall Conference room, 222 Grace Church Street, Port Chester, New York, with Mayor Neil Pagano presiding.

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

It should be noted that Trustee Ceccarelli was absent.

It should be noted that Trustee Kenner arrived at 06:00 p.m.

Also present were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto. Members of the IDA and Connie Phillips, secretary to the IDA were also present.

On motion of Trustee Adams, seconded by Trustee Marino the meeting was declared opened at 05:12 p.m.

### **ROLL CALL**

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

**NOES:** None

**ABSENT:** Trustee Ceccarelli and Trustee Kenner.

**DATE:** September 5, 2013

### **MOTION FOR EXECUTIVE SESSION**

At 5:12 P.M. on motion of Trustee Marino, seconded by Trustee Adams the Board adjourned into an executive session for the purpose of interviewing candidates with regard to submitted proposals for RFP 2013-03 to provide consultant services related to Technical Assistance, Financial Services and Economic Development.

### **ROLL CALL**

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

**NOES:** None

**ABSENT:** Trustee Ceccarelli and Trustee Kenner.

**DATE:** September 5, 2013

Present in addition to the Board of Trustees, were Village Manager, Christopher Steers and Village Clerk, Janusz R. Richards. Also present were members of the IDA and Connie Phillips, secretary to the IDA.

No action was taken in executive session.

At 06:50 p.m., a motion to come out of executive session was made by Trustee Brakewood, seconded by Trustee Marino, the Board of Trustees closed the executive session.

**ROLL CALL**

**AYES:** Trustees Adams, Brakewood, Terenzi, Marino, Kenner and Mayor Pagano

**NOES:** None

**ABSENT:** Trustee Ceccarelli.

**DATE:** September 5, 2013

***Motion to Add-on an Executive Session***

Mayor Pagano asked for a motion to consider an add-on Executive Session to discuss a particular individual in the Police Department.

At 6:51 P.M. on motion of Trustee Adams, seconded by Trustee Marino, the motion received a unanimous vote of those present.

**ROLL CALL**

**AYES:** Trustees Adams, Brakewood, Terenzi, Marino, Kenner and Mayor Pagano

**NOES:** None

**ABSENT:** Trustee Ceccarelli.

**DATE:** September 5, 2013

On motion of Trustee Brakewood, seconded by Trustee Marino the Board adjourned into an executive session to discuss a particular individual in the Police Department.

**ROLL CALL**

**AYES:** Trustees Adams, Brakewood, Terenzi, Marino, Kenner and Mayor Pagano

**NOES:** None

**ABSENT:** Trustee Ceccarelli.

**DATE:** September 5, 2013

Present in addition to the Board of Trustees, were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; Labor Council Mr. Terry O'Neil and Captain John Telesca was invited at 07:09 PM.

At 07:45 p.m., a motion to come out of executive session was made by Trustee Brakewood, seconded by Trustee Adams, the Board of Trustees closed the executive session.

**ROLL CALL**

**AYES:** Trustees Adams, Brakewood, Terenzi, Marino, Kenner and Mayor Pagano  
**NOES:** None  
**ABSENT:** Trustee Ceccarelli.

**DATE:** September 5, 2013

***Motion to Add-on a Resolution***

Mayor Pagano asked for a motion to consider an add-on a resolution to appoint acting Chief of Police.

On motion of Trustee Marino, seconded by Trustee Brakewood, the motion received a unanimous vote of those present.

**ROLL CALL**

**AYES:** Trustees Adams, Brakewood, Terenzi, Marino, Kenner and Mayor Pagano  
**NOES:** None  
**ABSENT:** Trustee Ceccarelli.

**DATE:** September 5, 2013

**ADD-ON RESOLUTION #1  
APPOINTMENT OF ACTING CHIEF OF POLICE**

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

WHEREAS, it appears from information provided to the Village of Port Chester Police Department (“Police Department”) that Chief Krzeminski will be absent, and unable to perform the duties of his position, for an extended, indefinite period of time; and

WHEREAS, the Police Department must have an executive officer with the authority to carry out all of the responsibilities and duties of the police chief. Now, therefore, be it

RESOLVED, that Captain John Telesca is hereby appointed as Acting Chief of Police pursuant to the authority of the Board of Trustees (“Board”) under Section 5711-q

of New York's Unconsolidated Laws and/or the Charter of the Village of Port Chester, effective immediately and until Chief Krzeminski is capable of performing the essential functions of his job and the Board has approved his return to duty, and be it further

RESOLVED, that Acting Chief Telesca will for the period of time that he serves as Acting Chief receive the following benefits under the collective bargaining agreement between the Village of Port Chester and the Port Chester Police Association, Inc.:

Article II(a) (Captain's Salary); Article III© (Personal Property); Article III(f) (False Arrest Insurance); Article IV (Sick Leave, Vacation, Holidays, Personal Leave, Bereavement Leave, Longevity); Article V (Benefit Plans); Article VI (Retirement); Article VII(c) (Jury Duty); Article VIII(c)-(d) (Uniform Replacement and Cleaning); Article IX (Professional Development); Article XVII (Management Rights); Article XVIII (Medical Leave Policy); and Article XIX (General Municipal Law § 207-c Procedure), and be it further

RESOLVED, that Acting Chief Telesca shall receive a stipend of an additional \$250.00 per week while in such capacity.

APPROVED AS TO FORM:

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Anthony M. Cerreto  
Village Attorney

**ROLL CALL**

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

**NOES:** None.

**ABSENT:** Trustee Ceccarelli.

**DATE:** September 5, 2013

***Motion to Add-on a Resolution***

Mayor Pagano asked for a motion to consider a second add-on a resolution regarding Chief of Police.

On motion of Trustee Brakewood, seconded by Trustee Kenner, the motion received a unanimous vote of those present.

**ROLL CALL**

**AYES:** Trustees Adams, Brakewood, Terenzi, Marino, Kenner and Mayor Pagano

**NOES:** None

**ABSENT:** Trustee Ceccarelli.

**DATE:** September 5, 2013

**ADD-ON RESOLUTION #2  
PERSONNEL MATTER INVOLVING THE CHIEF OF POLICE**

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

WHEREAS, it appears from the information provided to the Village of Port Chester Police Department ("Police Department") that Chief Krzeminski will be absent, and unable to perform the duties of his position, for an extended, indefinite period of time. Now, therefore, be it

RESOLVED, that effective immediately, Chief Krzeminski is directed not to exercise any of the authority, responsibilities and duties associated with being the Chief of Police until he is able to perform the essential functions of his position and the Board of Trustees of the Village of Port Chester approves his return to duty.

APPROVED AS TO FORM:

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Anthony M. Cerreto  
Village Attorney

**ROLL CALL**

**AYES:** Trustees Adams, Brakewood, Terenzi, Marino, Kenner, Mayor Pagano.

**NOES:** None.

**ABSENT:** Trustee Ceccarelli.

**DATE:** September 5, 2013

***Motion to Add-on a Correspondence***

Mayor Pagano asked for a motion to consider an add-on correspondence regarding the use of the Lyon Park on Sunday September 8, 2013 from 12 Noon to 4:00 PM for a fundraiser with all profits going to Restrepo and Gomez families.

On motion of Trustee Marino, seconded by Trustee Brakewood, the motion received a unanimous vote of those present.

**ROLL CALL**

**AYES:** Trustees Adams, Brakewood, Terenzi, Marino, Kenner and Mayor Pagano

**NOES:** None.

**ABSENT:** Trustee Ceccarelli.

**DATE:** September 5, 2013

This being a unique and special circumstance the Board allowed the event to occur with Trustee Marino present during the event.

***Motion to Add-on a Second Correspondence***

Mayor Pagano asked for a motion to consider an add-on of a second correspondence regarding a block party on Puritan Drive on Sunday, September 15, 2013.

On motion of Trustee Kenner, seconded by Trustee Marino, the motion received a unanimous vote of those present.

**ROLL CALL**

**AYES:** Trustees Adams, Brakewood, Terenzi, Marino, Kenner and Mayor Pagano

**NOES:** None.

**ABSENT:** Trustee Ceccarelli.

**DATE:** September 5, 2013

On motion of Trustee Brakewood seconded by Trustee Kenner, the Board approved the closure of Puritan Drive on Sunday, September 15, 2013 for a block party.

**ROLL CALL**

**AYES:** Trustees Adams, Brakewood, Terenzi, Marino, Kenner and Mayor Pagano

**NOES:** None.

**ABSENT:** Trustee Ceccarelli.

**DATE:** September 5, 2013

At 07:54 p.m., on motion of Trustee Brakewood, seconded by Trustee Kenner, the meeting was closed.

**ROLL CALL**

**AYES:** Trustees Adams, Brakewood, Terenzi, Marino, Kenner and Mayor Pagano

**NOES:** None.

**ABSENT:** Trustee Ceccarelli.

**DATE:** September 5, 2013

Respectfully submitted,

Janusz R. Richards  
Village Clerk

## **MEETING HELD SEPTEMBER 16, 2013**

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, September 16, 2013, in the Court Room of the Police Headquarters Building, 350 North Main Street, Port Chester, New York, with Mayor Neil Pagano presiding.

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

Also present were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto.

Village Treasurer, Leonie Douglas joined the meeting at 7:25 pm; Christopher Ameigh Administrative Aide to the Village Manager and Peter Miley Building Inspector / Director of Code Enforcement joined the meeting at 7:15 pm.

On motion of Trustee Brakewood, seconded by Trustee Adams the meeting was declared opened at 6:08 p.m.

### **ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** September 16, 2013

### **PROPOSED MOTION FOR EXECUTIVE SESSION**

On motion of Trustee Ceccarelli, seconded by Trustee Adams the Board adjourned into an executive session for the purpose of consultation with legal counsel regarding Police Department matters.

### **ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** September 16, 2013

Present in addition to the Board of Trustees, were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; acting Police Chief Captain John Telesca; Labor Councils Mr. Terry O'Neil and Ms. Emily E. Harper.

No action was taken in executive session.

At 07:07 p.m., a motion to come out of executive session was made by Trustee Kenner, seconded by Trustee Marino, the Board of Trustees closed the executive session.

## **ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** September 16, 2013

## **PUBLIC COMMENTS**

Ms. Goldie Solomon reminded all present that the citizens of Port Chester are from all over the world and some speak their native language. Commented on Trustee Marino's helpfulness with the Restrepo and Gomez families. Said that on September 22<sup>nd</sup> is a firemen's parade, October is Columbus Day parade and the dog park should be an animal park.

Ms. Martinez addressed the crosswalk on South Main Street near Stop and Shop. Commented on bicycles being ridden on the sidewalk.

Mayor Pagano asked the Village Manager Christopher Steers on the status of the crosswalk problem. Village Manager Steers said this a state road. Trustee Brakewood commented this is a valid traffic issue. Trustee Adams commented that there is also a problem on New Broad and Pearl Street.

Village resident on behalf of Central Cultural Bolivia wanted to thank the Mayor and the Board of Trustees for the support of the Bolivian parade and festival.

Ms. Goren thanked the Village for the cooperation shown at the extravaganza held over the weekend for the dog park. The next event will be a Capital Theater event with some proceeds going to the dog park.

Mayor Pagano asked when she will have a figure on the dog park. Ms. Goren said they are still ongoing through business sponsorship and they are still in the process of solicitation.

Mr. Billy Frenz of the proposed Showboat Restaurant on the Byram River put together some background information on his productions and promotions.

Mayor Pagano stated he would like to hold this and give the board time to review it before the next board meeting. Mr. Grange will send an electronic copy.

Mr. Richard Abel said your rule that extending amnesty for a full year is a good idea. Also reaffirming the rules and regulations of the Port Chester Police Department. All Police are mentioned as "He". We have one female officer.

Ms. Bea Conetta commented on the MTA's eyesore building on Westchester Avenue. Regarding amnesty, fire on Midland Avenue had multiple violations. Regarding

amnesty, inspect the place, tell the people what is wrong and have them fix it and let them get the CO. Commented on the police department.

Mr. Ford said it's important that the residents come to the meetings to make their opinions' known. Would like to get updates on the parking meter investigation situation.

Village Manager Steers reported that this is a District Attorney investigation and a Police Investigation, and it is under investigation. Mr. Brakewood commented that silence on the Board does not mean non-interest.

Mr. Ford commented on the Midland Avenue fire, asking if it had a fire safety inspection.

Christopher Ameigh Administrative Aide to the Village Manager stated it was inspected and cited for violations.

Mr. Ford asked if the Village is setting itself up for a law suit or have a fireman injured.

Mayor Pagano asked Mr. Ford to come back during the Village Building Department report.

## **PRESENTATION**

**Beautification Committee:** members Karin Herbert, Emily Abese and Kathy Rosenthal. Looking for support on three proposals encouraging children on the beautification of Port Chester: an essay for schoolchildren with winners to receive a prize and implement their project; plant trees in areas of interest; and a memorial project which can be used with the tree project.

Trustee Ceccarelli said we have \$10,000 in the Village budget so this would work well in conjunction with the Beautification Committee. Mayor Pagano said the essays would encourage a connection with the school liaison. Trustee Brakewood said the entire Village schools should be included, not just public schools. Trustee Adams added that the Trustees should be included in the presentation to the winners.

### ***Motion to Add-on a Resolution***

Mayor Pagano asked for a motion to consider an add-on a resolution to accept the donation of plantings from Susan Aldrich, Port Chester.

On motion of Trustee Brakewood, seconded by Trustee Terenzi, the motion received a unanimous vote of those present.

## **ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** September 16, 2013

**ADD-ON RESOLUTION  
ACCEPTING DONATION OF PLANTINGS**

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

RESOLVED, that the Board of Trustees hereby accepts the donation of plantings from Susan Aldrich, Port Chester, to be placed at the South End Fire House or such location that the General Foreman deems appropriate to beautify the Village.

Approved as to Form:

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Anthony Cerreto  
Village Attorney

**ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** September 16, 2013

Report from Joe Dichter, special counsel on Sewer Rent Project. Village Manager Steers and Tony Cerreto said it is in front of the Public Services and look forward to implementing them before the end of the fiscal year.

Joe Dichter said this was filed in July and there were concerns with privacy and CSC. We dealt with that by letting United Water withhold all the water consumption data. We reached out to our state senator and wrote a letter to the Public Service Commission to gain our support. The PSC staff is actively working on the matter. In the meantime we are working with United Water so the billing process can be approved shortly thereafter. The state will deal directly with the Public Service Commission. The Village does not actually have the billing records.

Trustee Terenzi stated that at the end of the year if a person doesn't pay, it will go on his tax bill. Village Manager Steers stated this would hit our budget midyear.

We are now ahead of the game.

On a recovery basis, Trustee Terenzi stated it will take a number of years to recoup our costs. We have to budget our investment and build it into a five-year period. It has got to be done.

Trustee Brakewood commented that the frequency of the billing has been vague. Tony Cerreto said collections fees need to be set. The Board of Trustees sets late fees. If United Water cancels on the Village there are no ramifications.

## **RESOLUTIONS**

### **RESOLUTION #1**

#### **SETTING A PUBLIC HEARING FOR PROPOSED INTERIM LOCAL LAW FURTHER MODIFYING THE AMNESTY PERIOD WITH REGARD TO THE AMNESTY PROGRAM**

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

RESOLVED, that the Village of Port Chester Board of Trustees hereby sets a public hearing on October 7, 2013 at 7:00 PM at the Village Justice Courtroom, 350 North Main Street, Port Chester, New York, to consider the advisability adopting a local law further modifying the amnesty period with regard to the amnesty program.

APPROVED AS TO FORM:

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Anthony M. Cerreto  
Village Attorney

### **ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** September 16, 2013

### **RESOLUTION #2**

#### **DIGITAL PAYMENT TECHNOLOGIES PARKING SYSTEM PROJECT AND MAINTENANCE AGREEMENT**

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

WHEREAS, The FY 2013-2014 Adopted Budget called for the implementation of an expansion of Digital Parking Systems throughout the Village; and

WHEREAS, The Village Traffic Commission, DPW and Manager's office developed, and appropriately publicized a Request for Proposals so as to foster competition for the professional services required therein; and

WHEREAS, the Village Manager recommends that the Board moves forward with this proposal which meets the specifications as set forth in the bid documents and comes within the budgeted amount of \$600,000. Now, therefore, be

RESOLVED, that the Village Manager is hereby authorized to enter into an agreement not to exceed \$600,000 for the purchase, installation and maintenance of up to 43 Digital Payment Technologies Multi Space Parking Pay Stations from Integrated Technical Systems, Inc. (ITS).

APPROVED AS TO FORM:

---

Anthony M. Cerreto  
Village Attorney

**ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** September 16, 2013

**RESOLUTION #3**

**JOINT EFFORT WITH PORT CHESTER INDUSTRIAL DEVELOPMENT AGENCY  
FOR TECHNICAL ASSISTANCE, FINANCIAL SERVICES AND ECONOMIC  
DEVELOPMENT SERVICES**

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

WHEREAS, in cooperation with the Port Chester Industrial Development Agency, a joint Request for Proposals was issued for technical assistance, financial services and economic development services to assist in any economic/real estate development projects; and

WHEREAS, interviews were conducted of the three proposers; and

WHEREAS, such retainer will enable the Village to provide technical assistance and expert resources assistance appropriate to undertake its due diligence for the evaluation of economic/real estate development projects. NOW, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to negotiate and enter into an agreement with the Port Chester Industrial Development Agency and the National Council for Community Development, Inc. d/b/a National Development Council, 708 Third Avenue, Suite 710, New York, New York 10017 to provide technical assistance, financial services and economic development services, for an all-inclusive flat fee not to exceed \$60,000 annually; and be it further

RESOLVED, that the Manager be authorized to enter into an agreement with the Agency to facilitate the equal sharing of the cost for such services.

APPROVED AS TO FORM:

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Anthony M. Cerreto  
Village Attorney

## **ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** September 16, 2013

## **RESOLUTION #4** CLARIFYING AND CONFIRMING THE RULES AND REGULATIONS OF THE PORT CHESTER POLICE DEPARTMENT

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

WHEREAS, the Village of Port Chester Police Department was established by enactment of the State Legislature, Laws of 1903, Chapter 285, which is codified in the Village Charter; and

WHEREAS, the State Legislature subsequently enacted the Westchester Police Act, codified as Unconsolidated Laws, Section 5711-q, which provides uniform provisions for the governance and administration of village police departments in Westchester County; and

WHEREAS, pursuant to Local Law No. 1 of 1975, after a mandatory referendum, the Village of Port Chester adopted a village manager form of government; and

WHEREAS, by resolution on March 28, 1990, the Board of Trustees adopted Rules and Regulations of the Village of Port Chester Police Department; and

WHEREAS, the Board did not specify the source of the authority in adopting said resolution; and

WHEREAS, Unconsolidated Laws, Section 5711-q(8) provides that a village board of trustees may make, adopt and enforce such Rules and Regulations; and

WHEREAS, a question has arisen as to the Village Manager's authority over the Chief of Police. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby clarifies and confirms the Board's resolution of March 28, 1990 that the Rules and Regulations of the Police Department are promulgated under the authority of the Westchester Police Act, Unconsolidated Laws, Section 5711-q(8) and be it further

RESOLVED, that it is the intent of the Board that it delegate to the Village Manager day-to-day operational authority over the Police Chief (or Acting thereof); and be it further

RESOLVED, that a copy of this resolution be appended to the Rules and Regulations Book for distribution to all members of the Police Department.

APPROVED AS TO FORM:

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Anthony M. Cerreto  
Village Attorney

**ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** September 16, 2013

**RESOLUTION #5**  
**REVOCABLE LICENSE AGREEMENT FOR ACCESS TO**  
**EAST BROADWAY MUNICIPAL PARKING LOT**

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

WHEREAS, Chung Hwan Kim and Chang Hwan Kim own property at 110 Westchester Avenue, Port Chester, also known as Section 142.30, Block 2, Lot 55 on the Tax Map of the Town of Rye; and

WHEREAS, in order to improve marketability of the Subject Premises, the owners have proposed a pedestrian bridge and walkway that will enhance access from the second floor to the abutting Village parking lot on East Broadway; and

WHEREAS, the owners obtained conditional site plan approval from the Planning Commission subject to, among other things, obtaining a revocable license agreement from the Board of Trustees; and

WHEREAS, the Board finds that the proposed access to the lot would not only enhance downtown redevelopment opportunities in accordance with the Village's Comprehensive Plan but also encourage the most desirable use of land and buildings in the retail shopping district and thereby increase the Village's tax base. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into a Revocable License Agreement with Chung Hwan Kim and Chang Hwan Kim, 335 Strawtown Road, West Nyack, New York 10994, to access the Village's East Broadway parking lot, in the form annexed hereto.

APPROVED AS TO FORM:

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Anthony M. Cerreto  
Village Attorney

**ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** September 16, 2013

**RESOLUTION #6**

On motion of Trustee Brakewood, seconded by Trustee Marino to postpone the vote on resolution number 6 (Final-Year-End Budget Modifications & Adjustments-FY 2012-13) to the October 7, 2013 meeting.

**ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** September 16, 2013

(RESOLUTION#6

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, New York State Law requires that all Budget be balance at the end of the fiscal year; and

WHEREAS, certain appropriation line items in the 2012-2013 Fiscal Year General Fund Budget have been over expended and others under expended; and

WHEREAS, the Village of Port Chester is required to make all necessary adjustments to the Budget. The actual expenditures exceeded budget by \$1,034,494 of which \$124,800 was for Workers Compensation Section 32 Settlements. Now therefore be it

RESOLVED, that the Board of Trustees of the Village of Port Chester hereby authorizes the Village Treasurer to reduce the Workers Comp Reserves by the \$124,800 expended for workers comp section 32 settlement in the General Fund, and be it further

RESOLVED, that the Board of Trustees of the Village of Port Chester does also hereby authorizes the Treasurer to make all necessary modifications, adjustments and amendments of the FY 2012-13 General Fund Budget. The amendments are as follows:

INCREASE ESTIMATED REVENUES:

Appropriated Fund Balance		
1.1.4995	Appropriated Fund Balance	\$1,034,494.00

INCREASE APPROPRIATIONS:

Refunds on Real Property Tax		
1.1960.480	Refunds on Real Prop Tax	\$146,276.06
NYS Employee Benefits-ERS		
1.9000.801	State Retirement-ERS	\$118,430.00
NYS Employee Benefits-PFRS		
1.9010.801	State Retirement-PFRS	\$280,509.00
Workers Compensation		
1.9040.803	Workers Compensation	\$446,635.71
Elections		
1.1450.100	Personnel Services	\$29,134.66
1.1450.423	Election Insp/Techs	\$13,508.57

BUDGET TRANSFERS:

From:		
Contingency		
1.1990.400	Contingent A/c	\$102,013.00
To:		
Elections		
1.1450.423	Election Insp/Techs	\$8,021.43
1.1450.424	Election Rentals	\$6,341.88
1.1450.425	Election Moving	\$1,395.00
1.1450.476	Election Publications of Notices	\$5,782.42
Hospital & Medical Insurance		
1.9060.807	Hospital & Medical Ins.	\$80,472.27

ROLL CALL

AYES:  
NOES:  
ABSENT:  
DATE:)

**REPORT OF THE VILLAGE MANAGER**

Mr. Steers updated the Board on:

1. **Police Vehicles:** All five new police cruisers have been received, outfitted and are currently on the road. The police motorcycles have been ordered and equipment details are being coordinated. Delivery data is TBD.

2. **Recruitment of replacement part time Intermediate Clerk for the Village Clerks Office:** the recruitment has been completed. Start date pending fingerprinting and background results. 3. **Recruitment of replacement part time Intermediate Clerk and additional part time Intermediate Clerk for the Building Department:** the recruitment has been completed. Both began working last week.

4. **Promotional opportunities within the Police Department:** the recommended promotional opportunities involving a lieutenant, sergeant, and detective is pending personnel review and recommendation of the Acting Chief of Police and Village Manager and final approval of the BOT.

5. **RFP for Technical Assistance, Financial Services, and Economic Development:** the joint RFP process has been completed. The National Development Council has been chosen as the finalist.

As such a resolution authorizing me to enter into an agreement with the National Development Council is on this agenda. Once the resolution is adopted we will engage in formalizing and executing the agreement.

## **PROJECTS:**

1. **FEMA Reimbursement:** We have received our final re-imbursement check. The total recover from FEMA is **\$560,000.00**. It is important to note the \$536,000.00 was re-imbursement for Super Storm Sandy, and \$24,000.00 was for an old application under Hurricane Irene.

2. **Pay Station / Meter Request for Proposals:** Again, on 8/12/13 an RFP for Parking Meter Installation and system design and maintenance was noticed. Notice was made through the Westmore News and Journal News, BID NET, and the RFP was posted on the Village Website. The RFP specified Digital Brand units for the sake of integration with our existing stock of Digital Luke I units. The Proposal calls for the installation of 43 new pay stations. The specifications of the RFP were designed in cooperation with the Traffic Bureau, Village Attorney, Public Works Department and my Office. Specifications requested options for progressive technological solutions and upgrades like pay by phone, pay by license plate and various interface options which may be implemented in the future to improve service, efficiency and reliability.

The RFP was issued in an abundance of caution relating to the verification of the sole responder possibly being a sole source provider of the LUKEII Pay Stations. The sole responder was as anticipated Integrated Technical Systems, Inc. (ITS). Staff meet with ITS in order to verify certain concerns; the main one being the time line for full implementation which can be as little as 8 weeks.

A resolution authorizing me to enter into an agreement with ITS is on the agenda for this meeting. ITS will be present to answer any questions.

3. **350 North Main Street:** All of the violations relating to the initial PESH notice of Violation have been corrected. Important points being as follows:

The drainage problem in the Boiler room has been remediated.

All lighting concerns, exit signage concerns, and electrical wiring concerns have been remediated.

The Violations enumerated in the secondary notice of violation are being corrected. Steps related to concerns are as follows:

*Work Place Violence training:* Training completed. Staff continues to work with PESH and Pro Safety staff to fully develop a compliant program. Next step is for the Police Department to perform a “Risk Assessment”.

*Right –to- Know program.* Training has been completed. Staff continues to work with PESH and Pro Safety staff to fully develop a compliant program.

*Blood Borne Pathogens program:* Training has been completed. Staff continues to work with PESH and Pro Safety staff to fully develop a compliant program.

*Hepatitis B Vaccination:* RFP issued and results received. Review, background, and evaluation underway. The selected candidate will be our TPA for; drug screening, physicals, medical evaluations, mandatory vaccinations, and other related needs.

*Hazard Communication Program:* Training has been completed. Staff continues to work with PESH and Pro Safety staff to fully develop a compliant program.

*Summary of Occupational injuries:* This form has been completed; appropriate protocols have been put in place to tract same this year.

*Industrial Hygiene issues:* the additional violation is related to general maintenance of the basement area; specifically the presence of mold in the evidence room.

The mold issues involving rooms in the basement has been remediated.

**Pending Capital Improvements:** The proposed capital improvements to the building continue to move forward. Careful consideration is being given to controlling costs. The steps thus far are as follows:

The preliminary exterior drainage has been completed.

The interior renovations within the court room have been completed.

The Brick Probing will be performed within the next few weeks. The contract was awarded to Santos Restoration Inc. (attached). Additional quotes will be solicited for the necessary pointing of the brick once the probing is completed and the results are reviewed.

The lead concerns in the defunct shooting range have been remediated.

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

Joe Marino of Expert Auto collision and repair, and Welding has completed the initial repair and installation of the corroded steel in the affected cells. Templates and cuts for the plumbing lines will be conducted on site.

Alan Lee of Alvar Lee Plumbing and Heating has completed all the removal of the old plumbing lines and fixtures, install additional drain lines and prepped or installation of fixtures.

The BRITEX Universal Combination Toilet Fixture; have been ordered and are due to arrive this week or next.

Duration of work is pending delivery status of chosen fixtures. Once the fixtures are received the estimated time of completion will be about two weeks. All contractors and staff are on notice of the eminent delivery of the fixtures.

**4. Traffic signal and road improvements located at the intersections of Pearl & Broad at Westchester Ave:** The contract has started work and progress to completion is being made. Completion date pending follow up discussions.

#### **5. NIXLE 360:**

Implementation Status:

- Staff has completed system integration with our phone system, Email system, and Web portal.
- The Emergency Service Listing (ESL) has been received from Verizon and said data has been imported into the system.
- For all intents and purposes the Nixle system is fully functional; however some testing needs to be done before an official “Go Live” date is given. This testing will be coordinated within the next few weeks.

**6. Street Paving Program:** The contract has been awarded to ELQ Industries and mobilization is underway. Start date pending receipt of insurance, bond, and execution of agreement.

### **PRIORITIES**

**1. Code Enforcement:** The non-discriminatory code enforcement and building code compliance program continues. Significant increases in productivity have been achieved. Demands on resources continue to increase. The needs assessment has been completed and results of same will be discussed by the Building Inspector / Code Enforcement Director at the BOT meeting. Summary statistics and assessment is attached.

**2. Amnesty Program:** Significant amendments to the existing Permit Amnesty program have been promulgated and adopted by the BOT. About 480 individuals are currently enrolled in the program however with the newly adopted amendments we fully expect that number to increase. As such it is recommended that the program period be extended in accordance with the recommendation of the Planning Commission.

**3. Sewer Rent:** Again, the Joint Petition was completed and filed with the PSC. Pending 60 days for their review. The 60 day time frame, which is for review / comment, began on or about August 15<sup>th</sup>. In the interim a joint letter of support relating to the petition was drafted and released to the Public Service Commission by Senator Latimer and Assemblyman Otis (attached). Mr. Dichter will be making a presentation to the BOT at this meeting and has submitted the following update to staff:

*“The petition is actively under review by the Staff of the Commission. On August 22, 2013, the Staff sent out an interrogatory requesting a clarification on the petition that was quickly answered. A copy is attached. We have been in constant communication with the Staff and we are making progress. I do not have a date by which the petition will be presented to the full Commission for approval; however, we are doing everything we can to get it acted upon in the next month. It is a balancing act to keep it moving forward while not pushing them to a ruling before they are ready and thereby jeopardizing the petition.*

*We also have the support of Assemblyman Steve Otis. He has reached out to the PSC Legislative Liaison to express support. In addition, he will be sending a joint letter with Senator Latimer supporting the Petition. They are starting with a draft of a letter we prepared and adding their own stamp upon it. Our draft is attached.*

*With regard to United Water, there is a draft of the formal agreement that is being reviewed by management. See latest draft attached hereto. We are scheduling a meeting with the Company to be held in the next two weeks to finalize the agreement and coordinate steps to implement billing as soon as possible after the PSC completes its review.”*

**4. Bulkhead:** Staff has held several meetings regarding the pending replacement permit application / amendment. As you are aware significant costs savings may be had due to the approach of closing off the gut. Staff has reached out to DEC management to request a site visit prior to the submittal of the amended permit in order to educate DEC about the conditions on the ground and the importance of our efforts. The Grant Writing Work group is aggressively chasing down leads on possible grant applications and deadlines for related funding.

## **CORRESPONDENCES**

***From Julitza Martinez concerning crosswalk in front of 50 South Main Street.***

The Board accepted the correspondence.

***From Port Chester-Rye Union Free School District for use of fire truck at their annual homecoming activities from 6:45 p.m. to 11:00 p.m.***

The Board accepted the correspondence.

***From Putnam Engine & Hose Co. No. 2 the election of new member Marcelo Pereira***

The Board accepted the correspondence.

***From Vincent De Marr, Jr. resigning from the Board of Ethics.***

The Board accepted the resignation.

## **MINUTES**

*Minutes from August 1, 2013*

*Minutes from August 5, 2013*

*Minutes from August 19, 2013*

*Minutes from August 20, 2013*

*Minutes from August 28, 2013*

Trustee Marino made a motion to combine the minutes of August 1, August 5, August 19, August 20, August 1, August 28, of 2013 of the agenda for the purpose of casting one vote for all four minutes by the Board of Trustees of the Village of Port Chester, New York. The motion was seconded by Trustee Ceccarelli.

### **ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** September 16, 2013

On motion of Trustee Marino, seconded by Trustee Ceccarelli, the minutes of August 1, August 5, August 19, August 20, August 1, August 28, of 2013, were adopted.

### **ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** September 16, 2013

## **PUBLIC COMMENTS AND BOARD COMMENTS**

### ***Public***

Mr. Abel Commented about the sewer assessment as well as the 9/11 Ceremony at Lyon Park.

### ***Board***

Trustee Adams commented regarding parking meters on Oak Street.

Trustee Brakewood wanted to recognize Trustee Marino's for his help regarding his help to the families who lost their daughters in a tragic car accident.

Trustee Marino Mayor and the Board of Trustees for their help in allowing the event in the park to take place to raise funds for the families who lost their daughters in a tragic car accident.

Additionally, Trustee Marino requested an update on Village Marshals.

Trustee Ceccarelli commented on a request for a traffic report on traffic light and how we can improve their coordination.

Mayor Pagano commented his meeting with representatives of Starwood.

At 10:28 p.m., on motion of Trustee Kenner, seconded by Trustee Marino, the meeting was closed.

### **ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** September 16, 2013

Respectfully submitted,

Janusz R. Richards  
Village Clerk

## **MEETING HELD OCTOBER 2, 2013**

A special meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Wednesday, October 2, 2013, in the Village Hall Conference room, 222 Grace Church Street, Port Chester, New York, with Mayor Neil Pagano presiding.

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

It should be noted that Trustee Kenner was absent.

It should be noted that Trustee Brakewood arrived at 06:10 p.m.

Also present were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto, Village Treasure Leonie Douglas, Acting Police Chief John R. Telesca, Labor Councils Mr. Terry O'Neil and Ms. Emily E. Harper.

On motion of Trustee Adams, seconded by Trustee Marino the meeting was declared opened at 06:09 p.m.

### **ROLL CALL**

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

**NOES:** None

**ABSENT:** Trustees Brakewood and Trustee Kenner.

**DATE:** October 2, 2013

### **MOTION FOR EXECUTIVE SESSION**

On motion of Trustee Ceccarelli, seconded by Trustee Adams the Board adjourned into an executive session for the purpose of consultation with the Village Attorney and Labor Counsel regarding particular personnel matters in the Police & Fire departments.

### **ROLL CALL**

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

**NOES:** None

**ABSENT:** Trustees Brakewood and Trustee Kenner.

**DATE:** October 2, 2013

Present in addition to the Board of Trustees, were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto, Village Treasure Leonie Douglas, Acting Police Chief John R. Telesca, Labor Councils Mr. Terry O'Neil and Ms. Emily E. Harper.

No action was taken in executive session.

At 07:53 p.m., a motion to come out of executive session was made by Trustee Brakewood, seconded by Trustee Marino, the Board of Trustees closed the executive session.

**ROLL CALL**

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

**NOES:** None

**ABSENT:** Trustee Kenner.

**DATE:** October 2, 2013

***Motion to Add-on a Resolution***

Mayor Pagano asked for a motion to consider an add-on a resolution to accept the Stipulation of Agreement with Royal Monroe (“Lt. Monroe”).

On motion of Trustee Brakewood, seconded by Trustee Marino, the motion received a unanimous vote of those present.

**ROLL CALL**

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

**NOES:** None

**ABSENT:** Trustee Kenner.

**DATE:** October 2, 2013

**ADD-ON RESOLUTION #1  
STIPULATION OF AGREEMENT WITH THE ROYAL MONROE**

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

WHEREAS, Royal Monroe (“Lt Monroe”) is employed by the Village of Port Chester (“Village”) as a Lieutenant In the Port Chester Police Department (“PCPD”); and

WHEREAS, the Village and the Port Chester Police Association, Inc. (“Union”) are parties to a collective bargaining agreement covering the period of June 1, 2009 through May 31, 2013, which has been extended through May 31, 2014 by a stipulation of agreement dated July 23, 2013 (collectively referred to as the “Contract”); and

WHEREAS, Lt. Monroe was transferred out of the Detective Bureau into the Patrol Division on or about September 18, 2013; and

WHEREAS, Lt. Monroe submitted a letter to the Village Manager on or about September 23, 2013 advising the Village of Lt. Monroe's Intention to retire from service from the PCPD, effective October 5, 2013; and

WHEREAS, the parties are desirous of resolving their issues regarding Lt. Monroe without the time, expense and uncertainties of litigation. Now, therefore, be it

RESOLVED, that the Stipulation of Agreement (“the Stipulation”) between the Village of Port Chester (“the Village”) and Royal Monroe, dated October 2, 2013, is hereby ratified and approved; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Stipulation on behalf of the Village Board of Trustees.

APPROVED AS TO FORM:

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

**ROLL CALL**

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

**NOES:** NONE.

**ABSENT:** Trustee Kenner.

**DATE:** October 2, 2013

**Stipulation of Agreement**

WHEREAS, Royal Monroe (“Lt. Monroe”) is employed by the Village of Port Chester (“Village”) as a Lieutenant in the Port Chester Police Department (“PCPD”); and

WHEREAS, the Village and the Port Chester Police Association, Inc. (“Union”) are parties to a collective bargaining agreement covering the period of June 1, 2009 through May 31, 2013, which has been extended through May 31, 2014 by a stipulation of agreement dated July 23, 2013 (collectively referred to as the “Contract”); and

WHEREAS, Lt. Monroe was transferred out of the Detective Bureau into the Patrol Division on or about September 18, 2013; and

WHEREAS, Lt. Monroe submitted a letter to the Village Manager on or about September 23, 2013 advising the Village of Lt. Monroe’s intention to retire from service from the PCPD, effective October 5, 2013; and

WHEREAS, the parties are desirous of resolving their issues regarding Lt. Monroe without the time, expense and uncertainties of litigation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED as follows:

1. In exchange for the consideration and promises in Paragraph 2 of this Agreement, Lt. Monroe hereby agrees:

- a. that his letter of intention to retire from service from the Port Chester Police Department effective October 5, 2013 shall be deemed irrevocable; and
- b. to remain on administrative leave through October 4, 2013; and
- c. notwithstanding 1(b) above, to make himself available through October 4, 2013 in person when required by the Chief of Police for the purposes of training and transitioning his Detective duties to Acting Detective Lieutenant Charles Vaccaro; and
- d. to make himself available through October 4, 2013 in person when required by the Chief of Police to be interviewed by the Village's labor counsel and/or for other reasons deemed necessary by the Chief of Police; and
- e. to make himself available post-retirement at the direction of the Chief of Police on a reasonable basis in the event that the Chief of Police needs information necessary for the PCPD.

2. The Village, in exchange for Lt. Monroe's irrevocable resignation, agrees:

- a. to accept Lt. Monroe's irrevocable resignation, effective October 5, 2013; and
- b. to allow Lt. Monroe to remain on administrative leave as described in 1(b)-(d) above through October 4, 2013 without deducting any time from his accrued time balances; and
- c. to allow Lt. Monroe to transfer his PCPD-issued telephone; and

d. to continue to pay Lt. Monroe the seven percent (7%) detective differential provided by Article II(c) of the Contract; and

e. upon resignation, Lt. Monroe shall be provided with all retirement benefits that he is eligible for under the Contract. As of October 5, 2013, Lt. Monroe will have accrued approximately 231 vacation, personal, and “days off due.” This number is subject to verification at or about the time of Lt. Monroe’s resignation. If there is a disagreement with regard to this figure, notwithstanding Paragraph 3 below, Lt. Monroe does not waive any claim to arbitrate such dispute pursuant to the grievance procedure contained in the Contract; and

f. upon Lt. Monroe’s resignation, the PCPD will truthfully complete the forms necessary for Lt. Monroe to obtain a pistol permit and private investigator license.

3. In exchange for the agreements and other promises made by the Village in Paragraph 2 of this Agreement, and in full and complete settlement of all claims that Lt. Monroe has or may have had whatsoever, asserted or unasserted, suspected or unsuspected with respect to his employment with the Village or any other interactions of any kind with the Village, Lt. Monroe hereby freely relinquishes, releases, and waives all possible claims and causes of action against the Village, its successors, assigns, agents, employees, board members, and attorneys that may have arisen from the time of his first contacts with the Village to the date of his signature on this Agreement. This includes, but is not limited to, any claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and Older Workers Benefit Protection Act, the Civil Rights Acts of 1866, 1871, and/or 1991, the Rehabilitation Act of 1973, the New York Human Rights Law, and all other federal, state, county and local laws, ordinances, regulations or orders. Among other things, these laws prohibit discrimination in employment on the basis of sex, race, color, religion, creed, age,

national origin, marital status, and disability. This release and waiver of claims shall also include any claims for constitutional violations, wrongful or abusive discharge, breach of contract, infliction of emotional distress, libel, slander, or any other tort, common law or contract claim. This waiver and release includes all claims now known to Lt. Monroe as well as all possible claims that are not now known to him. The only exception to this waiver is that Lt. Monroe may seek to enforce the specific terms of this Agreement.

4. Lt. Monroe acknowledges and agrees that the Village's promises set forth in Paragraph 2 above are sufficient and valuable consideration for his waiver of claims in Paragraphs 3 of this Agreement.

5. Lt. Monroe affirms and represents that no charge of discrimination has been filed by Lt. Monroe or any representative of Lt. Monroe on his behalf against the Village or is currently pending with the United States Equal Employment Opportunity Commission ("EEOC"), the New York State Division of Human Rights, or the Westchester County Human Rights Commission, relating to Lt. Monroe's employment with the Village.

6. Except as otherwise permitted by law, Lt. Monroe acknowledges and agrees that no claim, action, lawsuit, charge or proceeding with any federal, state or local court or agency will be brought or filed by Lt. Monroe, or any representative of t. Monroe on his behalf, against the Village arising from Lt. Monroe's employment with the Village or any other act or omission of the Village that has occurred at any time up to and through the date of his execution of this Agreement.

7. In the event Lt. Monroe or a representative on his behalf files a charge permissible by law, or in the event of any enforcement or investigatory action undertaken by any administrative agencies, Lt. Monroe is not prevented or precluded by this Agreement from fully cooperating with the administrative agency or participating fully in the administrative agency's process. Lt. Monroe expressly agrees, however, that by signing this Agreement, he is

irrevocably waiving and forfeiting any right to recover any monetary or other individual (i.e., equitable) relief as the result of any such proceeding, or any subsequent legal action brought by any administrative agencies.

8. This Agreement is entered into in the State of New York and shall be construed and interpreted in accordance with the laws of the State of New York, without regard to any state's choice of law or conflicts of law provisions.

9. Any dispute over an alleged breach of this Agreement shall be resolved by an action for breach of this Agreement. The Parties agree to the jurisdiction of the Courts of the State of New York to decide such an action and venue shall be in the Supreme Court of the State of New York, Westchester County. Each of the parties waives any right to a jury trial in such action and agrees that an action for breach of this Agreement will be decided by the court.

10. Lt. Monroe agrees that by executing this Agreement, the Agreement and all of its parts are binding upon him subject only to execution of the Agreement by the Village.

11. Lt. Monroe acknowledges that he has had a full opportunity to discuss this Agreement in detail with his attorney and that he is entering into this Agreement of his own free will.

12. This Agreement represents the entire Agreement between the parties and supersedes any prior written or oral statements, agreements, memoranda, correspondence, conversations, discussions and/or negotiations held or which have taken place between the parties and/or their agents or representatives with respect to matters covered by this Agreement.

13. This Agreement, including this paragraph, may not be altered, amended or modified in any way except by a writing executed by the parties to be bound by such alteration, amendment or modification, which writing shall expressly reference the fact that the writing is intended to alter, amend or modify this Agreement.

14. The language of all parts of this Agreement must be construed as a whole,

according to its fair meaning, and not strictly for or against any party, regardless of who drafted the language. The terms and language of this Agreement are the result of negotiations between the parties to it and there shall be no presumption that any ambiguities in this Agreement should be resolved against any of the parties. Any controversy concerning the construction of this Agreement shall be decided neutrally, in light of conciliatory purposes and without regard to authorship.

15. This Agreement shall not establish a precedent with regard to how similar situations involving Lt. Monroe or anyone else may be handled in the future.

16. This Agreement shall not be binding or effective on the Village until ratified by the Board by duly enacted resolution.

17. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed the foregoing Agreement.

LIEUTENANT ROYAL MONROE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Lieutenant Royal Monroe

VILLAGE OF PORT CHESTER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Neil Pagano  
Mayor, on behalf of the Board of Trustees

PORT CHESTER POLICE ASSOCIATION, INC.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Richard Grall  
President

***Motion to Add-on a Resolution***

Mayor Pagano asked for a motion to consider a second add-on a resolution to accept the Stipulation of Agreement with Richard Savage ("P.O. Savage").

On motion of Trustee Brakewood, seconded by Trustee Marino, the motion received a unanimous vote of those present.

**ROLL CALL**

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

**NOES:** None

**ABSENT:** Trustee Kenner.

**DATE:** October 2, 2013

**ADD-ON RESOLUTION #2  
STIPULATION OF AGREEMENT WITH RICHARD SAVAGE**

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

WHEREAS, Richard Savage ("P.O. Savage") is employed by the Village of Port Chester ("Village") in the civil service title of Police Officer; and

WHEREAS, the Village and the Port Chester Police Association, Inc. ("Union") are parties to a collective bargaining agreement covering the period of June 1, 2009 through May 31, 2013, which has been extended through May 31, 2014 by a stipulation of agreement dated July 23, 2013 (collectively referred to as the "Contract");

WHEREAS, Chief Joseph Krzeminski, Chief of Police of the Port Chester Police Department, pursuant to Section 5711-q(21) of New York's Unconsolidated Laws and the Rules and Regulations of the Village of Port Chester Police Department, suspended P.O. Savage without pay effective July 30, 2013 pending the investigation of possible disciplinary charges against him; and

WHEREAS, the Village and P.O. Savage's counsel engaged in discussions to reach a settlement acceptable to all parties; and

WHEREAS, P.O. Savage has agreed that he shall resign from the Port Chester Police Department and apply to the New York State Police and Fire Retirement System (the "Retirement System") for a service retirement to be effective November 30, 2013; and

WHEREAS, the parties are desirous of resolving the issues regarding P.O. Savage's potential discipline without the time, expense and uncertainties of litigation. Now, therefore, be it

RESOLVED, that the Stipulation of Agreement (“the Stipulation”) between the Village of Port Chester (“the Village”) and Richard Savage, dated September 19, 2013, is hereby ratified and approved; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Stipulation on behalf of the Village Board of Trustees.

APPROVED AS TO FORM:

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

### **ROLL CALL**

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

**NOES:** None

**ABSENT:** Trustee Kenner.

**DATE:** October 2, 2013

### **9/19/13** **Stipulation of Agreement**

WHEREAS, Richard Savage (“P.O. Savage”) is employed by the Village of Port Chester (“Village”) in the civil service title of Police Officer; and

WHEREAS, the Village and the Port Chester Police Association, Inc. (“Union”) are parties to a collective bargaining agreement covering the period of June 1, 2009 through May 31, 2013, which has been extended through May 31, 2014 by a stipulation of agreement dated July 23, 2013 (collectively referred to as the “Contract”);

WHEREAS, Chief Joseph Krzeminski, Chief of Police of the Port Chester Police Department, pursuant to Section 5711-q(21) of New York’s Unconsolidated Laws and the Rules and Regulations of the Village of Port Chester Police Department, suspended P.O. Savage without pay effective July 30, 2013 pending the investigation of possible disciplinary charges against him; and

WHEREAS, the Village and P.O. Savage’s counsel engaged in discussions to reach a settlement acceptable to all parties; and

WHEREAS, P.O. Savage has agreed that he shall resign from the Port Chester Police Department and apply to the New York State Police and Fire Retirement System (the “Retirement System”) for a service retirement to be effective November 30, 2013; and

WHEREAS, the parties are desirous of resolving the issues regarding P.O. Savage’s potential discipline without the time, expense and uncertainties of litigation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED as follows:

18. In exchange for the consideration and promises in Paragraph 2 of this Agreement, P.O. Savage hereby irrevocably resigns from the Port Chester Police Department effective November 30, 2013. He also agrees to file a timely letter of resignation with the Village.

19. The Village, in exchange for P.O. Savage’s irrevocable resignation, agrees:

- a. to accept P.O. Savage’s irrevocable resignation, effective November 30, 2013; and
- b. to return P.O. Savage to the payroll from September 30 through November 30, 2013. P.O. Savage shall not appear for duty at any time following his execution of this Agreement; and
- c. upon resignation, P.O. Savage shall be provided with all retirement benefits that he is eligible for under the Contract. As of November 30, 2013, P.O. Savage will have accrued approximately 43.5 vacation, personal, and “days off due.” This number is subject to Village verification at or about the time of P.O. Savage’s resignation.

20. In exchange for the agreements and other promises made by the Village in Paragraph 2 of this Agreement, and in full and complete settlement of all claims that P.O. Savage has or may have had whatsoever, asserted or unasserted, suspected or unsuspected with respect to his employment with the Village or any other interactions of any kind with the Village, P.O. Savage hereby freely relinquishes, releases, and waives all possible claims and causes of action

against the Village, its successors, assigns, agents, employees, board members, and attorneys that may have arisen from the time of his first contacts with the Village to the date of his signature on this Agreement. This includes, but is not limited to, any claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and Older Workers Benefit Protection Act, the Civil Rights Acts of 1866, 1871, and/or 1991, the Rehabilitation Act of 1973, the New York Human Rights Law, and all other federal, state, county and local laws, ordinances, regulations or orders. Among other things, these laws prohibit discrimination in employment on the basis of sex, race, color, religion, creed, age, national origin, marital status, and disability. This release and waiver of claims shall also include any claims for constitutional violations, wrongful or abusive discharge, breach of contract, infliction of emotional distress, libel, slander, or any other tort, common law or contract claim. This waiver and release includes all claims now known to P.O. Savage as well as all possible claims that are not now known to him. The only exception to this waiver is that P.O. Savage may seek to enforce the specific terms of this Agreement.

21. P.O. Savage acknowledges and agrees that the Village's promises set forth in Paragraph 2 above are sufficient and valuable consideration for his waiver of claims in Paragraphs 3 of this Agreement.

22. P.O. Savage affirms and represents that no charge of discrimination has been filed by P.O. Savage or any representative of P.O. Savage on his behalf against the Village or is currently pending with the United States Equal Employment Opportunity Commission ("EEOC"), the New York State Division of Human Rights, or the Westchester County Human Rights Commission, relating to P.O. Savage's employment with the Village.

23. Except as otherwise permitted by law, P.O. Savage acknowledges and agrees that no claim, action, lawsuit, charge or proceeding with any federal, state or local court or agency will be brought or filed by P.O. Savage, or any representative of P.O. Savage on his behalf,

against the Village arising from P.O. Savage's employment with the Village or any other act or omission of the Village that has occurred at any time up to and through the date of his execution of this Agreement.

24. In the event P.O. Savage or a representative on his behalf files a charge permissible by law, or in the event of any enforcement or investigatory action undertaken by any administrative agencies, P.O. Savage is not prevented or precluded by this Agreement from fully cooperating with the administrative agency or participating fully in the administrative agency's process. P.O. Savage expressly agrees, however, that by signing this Agreement, he is irrevocably waiving and forfeiting any right to recover any monetary or other individual (i.e., equitable) relief as the result of any such proceeding, or any subsequent legal action brought by any administrative agencies.

25. This Agreement is entered into in the State of New York and shall be construed and interpreted in accordance with the laws of the State of New York, without regard to any state's choice of law or conflicts of law provisions.

26. Any dispute over an alleged breach of this Agreement shall be resolved by an action for breach of this Agreement. The Parties agree to the jurisdiction of the Courts of the State of New York to decide such an action and venue shall be in the Supreme Court of the State of New York, Westchester County. Each of the parties waives any right to a jury trial in such action and agrees that an action for breach of this Agreement will be decided by the court.

27. P.O. Savage acknowledges that he has been offered up to twenty-one (21) days to read and consider this Agreement carefully, and that he fully understands and agrees to all of its terms. P.O. Savage acknowledges that after consultation with his chosen attorney, he has decided to execute this Agreement without utilizing all of the twenty-one (21) days mentioned herein.

P.O. Savage may revoke this Agreement within seven (7) calendar days after he signs it.

Revocation can be made by delivering written notice of revocation to: Anthony Cerreto, Esq., Village Attorney, Village of Port Chester, 222 Grace Church Street, Port Chester, New York 10573. For this revocation to be effective, the written notice must be received by Mr. Cerreto's office no later than the close of business on the seventh day after P.O. Savage signs this Agreement, or else Mr. Cerreto's office must be notified by telephone by that day that the written notice has been mailed. Although not required, it is recommended that such notice be sent by certified mail, return receipt requested. If P.O. Savage revokes this Agreement, the Agreement shall be rescinded in its entirety.

28. P.O. Savage agrees that by executing this Agreement and not revoking it within seven (7) days of his signing the Agreement, the Agreement and all of its parts are binding upon him subject only to execution of the Agreement by the Village.

29. P.O. Savage acknowledges that he has had a full opportunity to discuss this Agreement in detail with his attorney and that he is entering into this Agreement of his own free will.

30. This Agreement represents the entire Agreement between the parties and supersedes any prior written or oral statements, agreements, memoranda, correspondence, conversations, discussions and/or negotiations held or which have taken place between the parties and/or their agents or representatives with respect to matters covered by this Agreement.

31. This Agreement, including this paragraph, may not be altered, amended or modified in any way except by a writing executed by the parties to be bound by such alteration, amendment or modification, which writing shall expressly reference the fact that the writing is intended to alter, amend or modify this Agreement.

32. The language of all parts of this Agreement must be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted the language. The terms and language of this Agreement are the result of negotiations between

the parties to it and there shall be no presumption that any ambiguities in this Agreement should be resolved against any of the parties. Any controversy concerning the construction of this Agreement shall be decided neutrally, in light of conciliatory purposes and without regard to authorship.

33. This Agreement shall not establish a precedent with regard to how similar situations involving P.O. Savage or anyone else may be handled in the future.

34. This Agreement shall not be binding or effective on the Village until ratified by the Board by duly enacted resolution.

35. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed the foregoing Agreement.

**POLICE OFFICER RICHARD SAVAGE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Police Officer Richard Savage

**VILLAGE OF PORT CHESTER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Neil Pagano  
Mayor, on behalf of the Board of Trustees

**PORT CHESTER POLICE ASSOCIATION, INC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Richard Grall  
President

***Motion to Add-on a Resolution***

Mayor Pagano asked for a motion to consider a third add-on a resolution to appoint Trustee Terenzi and Trustee Marino along with the Mayor to a subcommittee to negotiate with the Port Chester Fire Department.

On motion of Trustee Brakewood, seconded by Trustee Adams, the motion received a unanimous vote of those present.

**ROLL CALL**

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

**NOES:** None

**ABSENT:** Trustee Kenner.

**DATE:** October 2, 2013

On motion of Trustee Brakewood, seconded by Trustee Terenzi, the Board approved the appointment of Trustee Terenzi and Trustee Marino along with the Mayor to a subcommittee to negotiate with the Port Chester Fire Department.

**ROLL CALL**

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

**NOES:** None

**ABSENT:** Trustee Kenner.

**DATE:** October 2, 2013

At 7:57 p.m., on motion of Trustee Terenzi, seconded by Trustee Marino, the meeting was closed.

**ROLL CALL**

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

**NOES:** None.

**ABSENT:** Trustee Kenner.

**DATE:** October 2, 2013

Respectfully submitted,

Janusz R. Richards  
Village Clerk

**PUBLIC COMMENTS  
AND  
BOARD COMMENTS**