

**VILLAGE OF PORT CHESTER
BOARD OF TRUSTEES**
Meeting, Monday, March 17, 2014
PROPOSED EXECUTIVE/CLOSED SESSION 6:30-7:00 P.M.
Regular Meeting: 6:30 P.M.
VILLAGE JUSTICE COURTROOM
350 North Main Street
Port Chester, New York
AGENDA

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

	PROPOSED MOTION FOR EXECUTIVE SESSION	ACTION
1	Interview Jing Xie for the position of Alternate on the Port Chester Planning Commission.	
2	Discussion with Village Manager regarding particular persons in the Fire Department.	

TIME: 7:00 P.M.

I	AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION RE:	ACTION
1	Public Hearing to concerning the renewal of the franchise of CSC-Acquisition-MA, Inc. in the Village of Port Chester. <u>Resolution</u>	
2	Public Hearing to consider the advisability of adopting a local law amending Chapter 319, Vehicles and Traffic Code of the Village of Port Chester, to provide for new parking regulations on both sides of North Main Street between the Port Chester Police Department and Rectory Street.	
II	PUBLIC COMMENTS	ACTION
III	RESOLUTIONS	ACTION
	Administration	
1	Retaining architectural and other professional consulting services with regard to proposed government center development project.	
2	Luigi Del Bianco Memorial Plaque.	
3	Adding loading zones on Adee and King Streets.	
4	New parking restrictions on North Pearl Street for short-term parking.	
5	Imposing no right turn on red restriction on Abendroth Avenue at the intersection of Mill Street.	

6	Imposing new parking restrictions on Upland Street.	
7	Imposing new no parking and standing restrictions on Abendroth Avenue at the intersection of Willet Avenue.	
8	Imposing new overnight parking restrictions on Fawcett Street	
9	Imposing new limited time parking restrictions on Central Avenue to facilitate snow removal during the winter months.	
10	Imposing new parking restrictions on Poningo Street	
11	Retaining joint, specialized public utility counsel in consortium with the City of Rye and Village of Rye Brook to oppose the rate increase and consolidation requested by United Water, Inc. Before the Public Service Commission.	
	Senior / Nutrition Program	ACTION
12	Authorizing the Village Manager to purchase a new vehicle for the senior center.	
	Finance	ACTION
13	Debt refunding	
IV	REPORT OF THE VILLAGE MANAGER	ACTION
V	UPDATE FROM THE BUILDING INSPECTOR	ACTION
VI	CORRESPONDENCE	ACTION
1	From Saint Frances AME Zion Church requesting permission to celebrate 165 years of service to the Village with a parade on Saturday, May 17, 2014.	
2	From Tamarack Tower Foundation requesting permission to have the Department of Public works install temporary sign and hanging of banners.	
3	From Port Chester Cares requesting permission hang banners from March 21 ST to April 8 th .	
4	From the Church of Our Lady of the Rosary to have a procession on April 18, 2014 through the streets of Port Chester.	
5	From Mellor Engine & Hose Co. No. 3 on the passing of Robert Mead, a 77 year member of the Company.	
6	From Mellor Engine & Hose Co. No. on the election of Mrs. Donna Gordiski.	
7	From the Traffic Commission regarding parking on Puritan Drive.	
8	From the Traffic Commission regarding parking on Upland Street.	

9	From the Traffic Commission regarding parking on Glen Avenue	
10	From Oscar Henao regarding Port Chester Rye Brook Public Library.	
11	From the Park Commission regarding geese in Lyon Park.	
12	From Clay Art Center regarding support from the Village of Port Chester.	
VII	MINUTES	
1	Minutes from March 3, 2014	
VIII	PUBLIC COMMENTS AND BOARD COMMENTS	ACTION

TIME: _____

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

To: Hon. Mayor Pagano and Board of Trustees
From: Christopher Gomez, AICP, Director of Planning and Development
Re: Franchise Renewal Agreement - Type II SEQRA Determination
CC: C. Steers, T. Cerreto, L. Douglas, J. Richards
Date: March 13, 2014

Renewal of the proposed cable franchise agreement by the Board of Trustees is classified as a Type II action under SEQRA section **617.5(c)(26)** *“license, lease and permit renewals, or transfers of ownership thereof, where there will be no material change in permit conditions or the scope of permitted activities.”*

Therefore, no further environmental review is required.

Cable Franchise Agreement
by and between
the Village of Port Chester
and
CSC Acquisitions-MA, Inc.

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EXHIBITS:

- EXHIBIT A: MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE
- EXHIBIT B: SERVICE AREA
- EXHIBIT C: PEG CHANNELS
- EXHIBIT D: FORM OF PERFORMANCE BOND
- EXHIBIT E: PEG ACCESS ORIGINATION SITES

THIS CABLE FRANCHISE AGREEMENT (the "Franchise" or "Agreement") is entered into by and between the Village of Port Chester, a validly organized and existing political subdivision of the State of New York (the "Local Franchising Authority" or "LFA") and CSC Acquisitions-MA, Inc. a corporation duly authorized to do business in the State of New York (the "Franchisee").

WHEREAS, the LFA wishes to grant Franchisee a nonexclusive franchise to construct, install, maintain, extend and operate a cable system in the Franchise Area as designated in this Franchise;

WHEREAS, the LFA is a "franchising authority" in accordance with Title VI of the Communications Act, (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, Franchisee has completed the upgrade of its existing telecommunications and information services network through the installation of a hybrid coaxial-fiber network ("Fiber Network") in the Franchise Area which transmits both Cable and Non-Cable Services, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

WHEREAS, the Fiber Network occupies the Public Rights-of-Way within the LFA, and Franchisee desires to use portions of the Fiber Network to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, the LFA has identified the past performance of the Franchisee and the future cable-related needs and interests of the LFA and its community, has considered and approved the character and financial, technical and legal qualifications of Franchisee, and has determined that Franchisee is in material compliance with its existing franchise and that its Cable System is adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, the LFA has found Franchisee to be financially, technically and legally qualified to operate the Cable System;

WHEREAS, the LFA has determined that in accordance with the provisions of the Cable Law, this Franchise complies with NY PSC's franchise standards, and that the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the LFA's grant of a franchise renewal to Franchisee, Franchisee's promise to provide Cable Service to residents of the Franchise/Service Area of the LFA pursuant to and consistent with the Cable Law (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and

undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Cable Law are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Franchisee shall make available to the LFA without charge for Public, Educational, or Governmental noncommercial use for the transmission of video programming as directed by the LFA.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3. *Basic Service*: The tier of Cable Service which includes, at a minimum, the retransmission of all local television broadcast signals provided to any Subscriber and, to the extent required by applicable law, any PEG Channels required by this Franchise, and which may also include any additional video programming signals as determined by Franchisee.

1.4. *Bundled Service*: The offering of Cable Services with any Non-Cable Service offering for a single aggregate price.

1.5. *Cable Law*: Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to the extent authorized under and consistent with federal law.

1.6. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as amended.

1.7. *Cable System* or *System*: The Franchisee's facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service and other forms of broadband communications, including Telecommunications and Telecommunications Service, which is provided to multiple subscribers in the community.

1.8. *Channel*: Shall be defined herein as a portion of the electro-magnetic frequency spectrum which is used in the Cable System, and which is capable of delivering a television channel.

1.9. *Communications Act*: The Communications Act of 1934, as amended.

1.10. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

1.11. *Educational Access Channel*: An Access Channel designated for noncommercial use solely by local public schools and public school districts in the Franchise Area and other not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents in the Franchise Area as specified by the LFA in Exhibit C to this Agreement.

1.12. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.13. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances and disputes, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays resulting from unaffiliated providers' failure to service, monitor or maintain utility poles to which Franchisee's Fiber Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14. *Franchise Area*: The incorporated area (entire existing territorial limits) of the LFA.

1.15. *Franchisee*: CSC Acquisitions-MA, Inc. and its lawful and permitted successors, assigns and transferees.

1.16. *Government Access Channel*: An Access Channel available for the sole noncommercial use of the LFA.

1.17. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Service Area, including revenues from services provided to Subscribers in the Service Area that are Cable Services or are classified or will be classified by federal law, the FCC or a court of competent jurisdiction as Cable Services subject to Franchise Fees.

Gross Revenue includes, without limitation: all Subscriber and customer revenues earned or accrued net of bad debts including revenue for: (i) Basic Service; (ii) all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Service Area, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by

lease or fee; (iii) revenues from the sale or lease of access channel(s) or channel capacity; (iv) video on demand, including pay-per-view; and (v) compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel, subject to the exceptions below. Gross Revenue includes a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Service Area, subject to the exceptions below. The allocation of advertising revenue shall be based on the number of Subscribers in the Service Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue. Subject to the LFA providing Franchisee with written evidence that all other providers of Cable Service in the Franchise Area are including revenues from DVR functionality as "gross revenue" (or its equivalent within such provider's franchise agreement with the LFA) for the purpose of calculating franchise fees paid to the LFA, Gross Revenue shall include Subscriber revenue in the LFA from DVR functionality.

Gross Revenue shall not include: revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System; bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected); refunds, rebates or discounts made to Subscribers or other third parties; any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders, as may be amended from time to time; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein; any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees); any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in

exchange for trades, barter, services or other items of value shall be included in Gross Revenue); sales of capital assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; or any fees or charges collected from Subscribers or other third parties for any PEG Grant or Franchise Grant payments.

1.18. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20), as amended.

1.19. *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.20. *Local Franchise Authority (LFA)*: The Village of Port Chester, New York, or the lawful successor, transferee, or assignee thereof.

1.21. *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

1.22. *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.23. *NY PSC*: The New York Public Service Commission.

1.24. *PEG*: Public, Educational, and Governmental.

1.25. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.26. *Public Access Channel*: An Access Channel available for noncommercial use solely by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis.

1.27. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.28. *Service Area*: All portions of the Franchise Area where Cable Service is being offered, as described in Exhibit B to this Agreement.

1.29. *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.30. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46), as amended.

1.31. *Title VI*: Title VI of the Communications Act, Cable Communications, as amended.

1.32. *Transfer of the Franchise*:

1.32.1. Any transaction in which:

1.32.1.1. a fifty percent ownership or greater interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.32.1.2. the rights held by Franchisee under the Franchise and the certificate of confirmation issued therefor by the NY PSC are transferred or assigned to another Person or group of Persons.

1.31.2. However, notwithstanding Sub-sections 1.32.1.1 and 1.32.1.2 above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.33. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended.

2. GRANT OF AUTHORITY: LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: The Company is hereby granted by the Village, where it has the right to do so, the nonexclusive right and privilege to construct, erect, operate and maintain in, upon, along, across, above, over and under the streets, public ways, public utility easements, and public places now laid out or dedicated, and all extensions thereof, and additions thereto, poles, wires, cables, optical fibers, underground conduits, manholes and other television and radio conductors and fixtures necessary for the maintenance and operation of a Cable System for the interception, sale and distribution of audio, video, digital and other forms of electronic and electric signals, including cable and other broadband communications, Telecommunications, and Telecommunication Services. The Village expressly reserves the right to grant other such franchises. No privilege or power of eminent domain is bestowed by the Village in this grant of authority. .

2.2. *The Fiber Network:* Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFA's police power, the LFA has not been granted broad new authority over the construction, placement and operation of Franchisee's mixed-use facilities.

2.3. *Effective Date and Term:* This Franchise shall become effective on the date that the NY PSC issues a certificate of confirmation for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be ten (10) years from the Effective Date unless the Franchise is earlier revoked as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall be non-exclusive, and the LFA has granted and reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's Fiber Network.

2.5. *Franchise Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable lawful provisions of federal and state law and FCC and NY PSC rules, regulations, standards and orders, as may be amended from time to time, including, but not limited to, the Communications Act.

2.6. *No Waiver:*

2.6.1. The failure of the LFA on one or more occasions to exercise a right under this Franchise, the Cable Law, or other applicable state or federal law, or to require compliance or performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance of this Agreement, nor shall it excuse Franchisee from compliance or performance, unless such right or such compliance or performance has been specifically waived in writing.

2.6.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise, the Cable Law, or other applicable state or federal law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or such performance has been specifically waived in writing.

2.7. *Construction of Agreement:*

2.7.1. The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.7.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545, as amended.

2.8. *Police Powers:* The LFA shall not enact any local laws that are inconsistent with this Franchise, provided, however, that nothing in this Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of the police powers of the LFA in a manner not materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders.

2.9. *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be promptly repaired or replaced by the Franchisee and restored to pre-existing condition.

2.10. *Restoration of Subscriber Premises:* The Franchisee shall ensure that Subscriber premises are restored to pre-existing condition if damaged by the Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service.

3. PROVISION OF CABLE SERVICE

3.1. Service Area:

3.1.1. *Service Area:* Franchisee shall continue to offer Cable Service to all residential areas of the Service Area except, in accordance with NY PSC rules and regulations: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in developments or buildings that are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot gain access after good faith efforts; (F) in areas, developments or buildings where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis; (G) in areas where the occupied residential dwelling unit density does not meet the density and other requirements set forth in Sub-subsection 3.1.1.1. and Section 3.2; and (H) to Subscribers who fail to abide by the Franchisee's terms and conditions of service.

3.1.1.1. *Density Requirement:* Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than thirty-five (35) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active Fiber network trunk or feeder line. Should, through new construction, an area within the Service Area meet the density requirements after the time stated for providing Cable Service as set forth in Subsection 3.1.1, Franchisee shall provide Cable Service to such area within twelve (12) months of receiving notice from the LFA that the density requirements have been met.

3.2. *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses

within the Service Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income in a local area. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of aerial trunk or feeder lines not otherwise already served by Franchisee's Fiber Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet or are in an area with a density of less than thirty-five (35) occupied residential dwelling units per mile and the actual costs incurred to connect any non-residential dwelling unit Subscriber, provided, however, that Franchisee may seek a waiver of any requirement that it extend service to any party requesting the same in an area with a density of less than thirty-five (35) occupied residential dwelling units per mile if such would not be possible within the limitations of economic feasibility. For underground installations, Franchisee shall charge the Subscriber Franchisee's actual cost. Such cost shall be submitted to said Subscriber in writing before installation is begun.

3.3. *Cable Service to Public Buildings:* Subject to Section 3.1, Franchisee shall provide, without charge within the Service Area, one service outlet activated for Basic Service to each public school and public library, and such other buildings used for municipal purposes, as may be designated by the LFA in Exhibit A to this Agreement, and, thereafter, during the Franchise term, as designated in writing upon the earlier to occur of (a) thirty (30) business days prior written notice to Franchisee or (b) approval of any amendment to Exhibit A to this Agreement in accordance with NY PSC rules and regulations; provided, however, that if it is necessary to extend Franchisee's aerial trunk or feeder lines more than one hundred fifty (150) feet solely to provide service to any such school or public building, the LFA shall have the option either of paying Franchisee's direct costs for such aerial extension in excess of one hundred fifty (150) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than one hundred fifty (150) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such cost shall be submitted to said recipient in writing before installation is begun. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged; provided, however, that if such equipment becomes defective, Franchisee shall replace it consistent with the Franchisee's terms and policies for the provision of equipment.

3.4. *Internet Service to Public Buildings:* Franchisee shall continue to provide without charge basic cable modem service to one designated municipal building as follows: (1) one standard installation; (2) one cable modem; (3) cable modem service the term of this agreement; (4) subject to the terms, conditions and use policies of the provider of the cable modem service as those policies may exist from time to time. Only one installation and

service shall be provided for the designated building even if such designated building shall be comprised of more than one building.

3.5. *Internet Service to Schools and Public Libraries:* Franchisee shall continue to provide without charge basic cable modem service to one building for every State and local accredited elementary and secondary schools and municipal public libraries in the municipality; and one (1) designated municipal office building, as follows: (1) one standard installation per school or library campus or designated municipal building; (2) one cable modem per installation; (3) cable modem service the term of this Agreement for each installation; (4) subject to the terms, conditions and use policies of the provider of the cable modem service as those policies may exist and be modified from time to time.

3.6. *Contribution in Aid:* Notwithstanding the foregoing Sections 3.1 and 3.2, Franchisee shall comply at a minimum with the requirements of Section 895.5 of the NY PSC rules and regulations.

4. SYSTEM FACILITIES

4.1. *Quality of Materials and Work:* Franchisee shall construct and maintain its System using materials of good and durable quality, and all work involved in the construction, installation, maintenance and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

4.2. *System Characteristics:* During the term hereof Franchisee's Cable System shall meet or exceed the following requirements.

4.2.1. The Cable System shall be designed and operated to provide for a minimum channel capacity of not less than 77 channels on the Effective Date.

4.2.2. The Cable System shall be designed to be an active two-way plant for Subscriber interaction, if any, required for the selection or use of Cable Service.

4.3. *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate method to the extent required by law and voluntarily agreed upon by Franchisee.

4.4. *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of New York, including the NY PSC's rules and regulations and the current New York EAS Plan, as amended from time to time, in order that emergency messages may be distributed over the System.

5. PEG SERVICES

5.1. *PEG Set Aside:*

5.1.1 Franchisee shall provide capacity for up to one (1) dedicated Public Access Channel, one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel (collectively, "PEG Channels"). The PEG Channels shall be provided on Franchisee's Basic Service tier if required by law, or if all Franchisee's subscribers on the same local head-end are otherwise required to receive all PEG channels in the Basic Tier.

5.1.2. The PEG programming to be carried on each of the PEG Channels set aside by Franchisee is reflected in Exhibit C to this Agreement. The LFA hereby authorizes Franchisee to transmit such programming within and outside LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Channel for its intended purpose. In the event that the LFA determines to use PEG capacity, the LFA shall inform Franchisee in accordance with NY PSC rules and regulations.

5.1.3. Franchisee shall provide the technical ability to play back pre-recorded programming provided to Franchisee consistent with this Section. Franchisee shall transmit programming consistent with the dedicated uses of PEG Access Channels. Franchisee shall comply at all times with the requirements of Section 895.4 of the NY PSC rules and regulations.

5.2. PEG Access Origination Site:

5.2.1. LFA shall designate in its sole discretion not more than three (3) sites within the Franchise Area for the connection of PEG access facilities with the Cable System (each, a "PEG Access Origination Site"), as designated on Exhibit D to this Agreement.

5.2.2. Subject to the successful completion of all required site preparation work by the LFA and provision of access to Franchisee for equipment installation and provisioning, Franchisee shall, without charge to the LFA, provide upstream PEG Channel transmission connections between its video channel aggregation point and the PEG Access Origination Sites in order to permit the signals to be correctly routed from the PEG Access Origination Sites to the appropriate PEG Access Channel for distribution to Subscribers. The PEG Access Origination Sites shall be operable within ninety (90) days of the Effective Date.

5.2.3. The LFA shall provide to Franchisee at each PEG Access Origination Site a suitable video signal and a suitable audio signal for each PEG Channel. Franchisee, upon receipt of the suitable video signal, shall provide, install and maintain in good working order the equipment necessary for transmitting the PEG signal to the channel aggregation site for further processing for distribution to Subscribers. Franchisee's obligations with respect to such upstream transmission equipment and facilities shall be subject to the availability, without charge to Franchisee, of suitable required space, environmental conditions,

electrical power supply, access, pathway, and other facilities and such cooperation of the LFA as is reasonably necessary for Franchisee to fulfill such obligations.

5.2.4. Such upstream PEG Channel transmission provided by Franchisee shall comply with applicable FCC standards governing the transport and distribution of signals to Subscribers.

5.2.5. If Franchisee makes changes to the Cable System that require improvements to the access facilities or equipment in order to permit the PEG access equipment and facilities to continue to be used as they were intended under the terms of this Agreement, then Franchisee shall, without charge to the LFA, make such changes in either the equipment and facilities referred to in Subsection 5.2.3 or in the Franchisee's video channel aggregation point and distribution equipment and facilities in order to permit the continuation of such intended use.

5.3. PEG Grant:

5.3.1. Franchisee shall provide to the LFA for use in support of the production of local PEG programming a PEG Grant (the "PEG Grant") in the amount of SEVENTY-FOUR THOUSAND DOLLARS (\$74,000.00). Franchisee shall pay the PEG Grant in four (4) installments, as follows: (1) the first installment, in the amount of FORTY THOUSAND DOLLARS (\$40,000.00) shall be payable within sixty (60) days of the Effective Date; (2) the second installment, in the amount of FOURTEEN THOUSAND DOLLARS (\$14,000.00), shall be payable on the third anniversary of the Effective Date; (3) the third installment, in the amount of TEN THOUSAND DOLLARS (\$10,000.00), shall be payable on the fifth anniversary of the Effective Date; and (4) the fourth installment, in the amount of TEN THOUSAND DOLLARS (\$10,000.00), shall be payable on the seventh anniversary of the Effective Date. Such PEG Grant shall be used solely by the LFA for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of PEG access facilities.

5.3.2. The LFA shall provide Franchisee with a complete accounting annually of the distribution of funds granted pursuant to this Section 5.3.

5.4. Indemnity for PEG: The LFA shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the LFA from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The LFA shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. § 531.

5.5. *Recovery of Costs:* To the extent permitted by federal law, the Franchisee shall be allowed to recover from Subscribers the costs of the PEG Grant or any other costs arising from the provision of PEG services and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the forgoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection and any franchise-related costs to Subscribers.

5.6 *PEG Competitive Neutrality:* The parties agree that the provisions of this Article 5 are competitively neutral to the provisions of Article 5 of the LFA's franchise with Verizon New York, Inc., dated February 21, 2007 and approved pursuant to the Certificate of Confirmation in Case No. 07-V-0225 (Petition of Verizon New York, Inc. for a Certificate of Confirmation for its franchise with the Village of Port Chester).

6. FRANCHISE FEES

6.1. *Payment to LFA:* Beginning sixty (60) days after the effective date of this Agreement, Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"). In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. Late payments for Franchise Fees shall be subject to interest at the then-current rate set forth in Section 5004 of Article 50 of the New York Civil Practice Law and Rules (which as of the date of execution of this Agreement is nine percent (9%) per annum) from the due date to the date that such payment is made.

6.2. *Supporting Information:* Each Franchise Fee payment shall be accompanied by a report prepared by a representative of Franchisee showing in detail the basis for the computation.

6.3. *Audit:* Subject to the confidentiality requirements set forth in Section 7.1 of this Franchise and the LFA's imposition of identical obligations to those contained in this Section 6.3 on all cable service providers in the Service Area, Franchisee shall be responsible for making available to the LFA for inspection and audit, all records necessary to confirm the accurate payment of Franchise Fees, whether the records are held by the Franchisee, an Affiliate, or any other entity that collects or receives funds related to the Franchisee's Cable Services operation in the LFA subject to the payment of Franchise Fees under this Agreement, including, by way of illustration and not limitation, any entity that sells advertising on the Franchisee's behalf. Franchisee shall maintain such records for six (6) years, provided that, if the LFA commences an audit within that six (6) year period, Franchisee shall continue to maintain such records for the duration of any audit in progress at the end of that six (6) year period. The LFA shall conduct all audits expeditiously, and neither the LFA nor Franchisee shall unreasonably delay the completion of an audit. The LFA's audit

expenses shall be borne by the LFA unless the audit determines that the payment to the LFA should be increased by five percent (5%) or more in the audited period, in which case the reasonable and customary costs of the audit, together with any additional amounts due to the LFA as a result of such audit, shall be paid by Franchisee to the LFA within sixty (60) days following written notice to Franchisee by the LFA of the underpayment, which notice shall include a copy of the audit report; provided, however, that Franchisee's obligation to pay or reimburse the LFA's audit expenses shall not exceed an aggregate of TEN THOUSAND DOLLARS (\$10,000.00). If re-computation results in additional revenue to be paid to the LFA, such amount shall be subject to interest charges computed from the due date, at the then-current rate set forth in Section 5004 of Article 50 of the New York Civil Practice Law and Rules during the period such unpaid amount is owed. If the audit determines that there has been an overpayment by Franchisee, the Franchisee may credit any overpayment against its next quarterly payment. Said audit shall be conducted by an independent third party and no auditor so employed by the LFA shall be compensated on a success based formula, e.g., payment based on a percentage of an underpayment, if any. The LFA shall not conduct an audit more frequently than once every three (3) years.

6.4. *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for the commencement of an action for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due.

6.5. *Bundled Services:* If Franchisee provides a Bundled Service to Subscribers, the Franchise Fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders. The parties agree that tariffed telecommunications service rates that cannot be discounted by law or regulation are to be excluded from the bundled discount allocation basis. Where pro rata allocation of bundled discounts is commercially practical for any bundled offering, the Franchisee will allocate the bundled discount such that the discount allocated to Cable Service revenues will not exceed the amount which would be allocated to Cable Service revenue on a pro rata basis.

6.6. *Section 626 Set-Off:* Franchisee agrees that it will cease to apply the Franchise Fee as an offset against the special franchise tax provided for in N.Y. Real Property Tax Law Section 626 upon thirty (30) days prior written notice by the LFA, provided that the LFA imposes the same special franchise tax offset waiver restriction upon all new and renewed providers of Cable Service or cable service (as such term may be defined by other providers) in the Service Area expressed in writing in the franchise agreement or franchise renewal agreement of each respective cable provider. Notwithstanding anything herein to the contrary, if a new or renewed provider of Cable Service or cable service (as such term may be defined by other providers) uses its offset right against the special franchise tax, the Franchisee may also use its offset right and the above waiver is no longer in effect. The operation of Section 6.6 shall be strictly limited to Franchise Fees lawfully imposed upon Cable Service, and shall not be construed to affect the Franchisee's rights under any provision of State or Federal law regarding the provision of services other than Cable Services.

7. REPORTS AND RECORDS

7.1. Open Books and Records: Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to the operation of the Cable System or Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Franchisee shall make the necessary books and records available for such inspection at a location within the state or at another mutually agreed upon site. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than six (6) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. Subject to the requirements of the New York Freedom of Information Law ("FOIL"), the LFA shall treat any information disclosed by Franchisee as confidential under Section 87(2)(d) of the New York Public Officers Law, and shall disclose it only to employees, representatives, and agents thereof who have a need to know and who agree to maintain the confidentiality of all such information, or only as necessary in order to enforce the provisions hereof. For purposes of this Section, "proprietary or confidential" information includes, but is not limited to: information related to the Cable System design; trade secrets; Subscriber lists; marketing plans; financial information unrelated to the calculation of Franchise Fees; or other information that is reasonably determined by the Franchisee to be competitively sensitive. If the LFA receives a request under FOIL or similar law for the disclosure of information that Franchisee has designated as confidential, trade secret or proprietary, the LFA shall notify Franchisee of such request and cooperate with Franchisee to enforce the provisions of this paragraph to the fullest extent permitted by law. LFA shall not make public disclosure of such information if it is exempt from mandatory disclosure under FOIL or unless required by court order. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

7.2. Records Required: Franchisee shall at all times maintain:

7.2.1. Records of all written complaints for a period of six (6) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

7.2.2. Records of outages for a period of six (6) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

7.2.3. Records of service calls for repair and maintenance for a period of six (6) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

7.2.4. Records of installation/reconnection and requests for service extension for a period of six (6) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

7.2.5. A map showing the area of coverage for the provisioning of Cable Services.

7.3. *System-Wide Statistics*: Any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

8. INSURANCE AND INDEMNIFICATION

8.1. Insurance:

8.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise Term, the following insurance coverage:

8.1.1.1. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System.

8.1.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

8.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the State of New York.

8.1.1.4. Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 policy limit.

8.1.1.5. Excess liability or umbrella coverage of not less than ten million dollars (\$10,000,000).

8.1.2. The LFA shall be designated as an additional insured under each of the insurance policies required in this Article 8 except Worker's Compensation Insurance, Employer's Liability Insurance and excess liability or umbrella coverage.

8.1.3. Each of the required insurance policies shall be noncancellable except upon thirty (30) days prior written notice to the LFA. Franchisee shall not cancel any required insurance policy without submitting documentation to the LFA verifying that the Franchisee has obtained alternative insurance in conformance with this Agreement.

8.1.4. Each of the required insurance policies shall be with insurance companies qualified to do business in the State of New York, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

8.1.5. Upon written request, Franchisee shall deliver to the LFA copies of Certificates of Insurance showing evidence of the required coverage.

8.2. *Indemnification:*

8.2.1. Franchisee agrees to indemnify the LFA for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, or by reason of any suit or claim for royalties, programming license fees or infringement of patent rights arising out of Franchisee's provision of Cable Services over the Cable System other than PEG facilities and Channels as provided in Article 5, provided that the LFA shall give Franchisee timely written notice of a claim for which it seeks indemnification under this Subsection; and in any event, the LFA shall provide Franchisee such written notice within a sufficient period of time that allows Franchisee to take action to avoid entry of a default judgment and does not prejudice Franchisee's ability to defend a claim or action. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties acting in their official capacity on behalf of the LFA or for any activity or function conducted by any Person other than Franchisee on behalf of the LFA in connection with PEG Access or EAS.

8.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority, subject to federal and state law, to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

8.2.3. The LFA shall hold harmless and defend Franchisee from and against and shall be responsible for damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the LFA.

8.2.4. The LFA shall be responsible for its own acts of willful misconduct, negligence, or breach, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties acting in their official capacity on behalf of the LFA.

9. TRANSFER OF FRANCHISE

9.1. *Transfer:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, for any transaction in which Franchisee retains the right, title or interest in the Franchise granted to it herein, or for transactions otherwise excluded under Section 1.32 above.

10. RENEWAL OF FRANCHISE

10.1. *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.11 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

10.2. *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by the LFA promptly so that Franchisee will have adequate time to submit a proposal under 47 U.S.C. § 546 and complete renewal of the Franchise prior to expiration of its term.

10.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

10.4. *Consistent Terms*: Franchisee and the LFA consider the terms set forth in this Article 10 to be consistent with the express provisions of 47 U.S.C. § 546 and the Cable Law.

11. ENFORCEMENT AND TERMINATION OF FRANCHISE

11.1. *Notice of Violation*: If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice").

11.2. *Franchisee's Right to Cure or Respond*: Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to timely remedy such noncompliance and notify the LFA of the steps being taken and the date by which Franchisee projects that it will complete cure of such noncompliance. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

11.3. *Public Hearing*: The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) if Franchisee has not remedied the alleged noncompliance within sixty (60) days or the date projected pursuant to Section 11.2(iii) above. The LFA shall provide Franchisee at least sixty (60) calendar days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

11.4. *Enforcement*: Subject to Section 12.11 below and applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 11.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

11.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

11.4.2. Commence an action at law for monetary damages or seek other equitable relief; or

11.4.3. Exercise its rights under the security described in Section 11.6;
or

11.4.4. In the case of a substantial noncompliance with a Material Provision of this Franchise, seek to revoke the Franchise in accordance with Section 11.5.

11.5. *Revocation*: Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

11.5.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

11.5.2. Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be timely cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA de novo. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

11.5.3. The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

11.6. *Security*: Prior to the Effective Date, the Franchisee shall provide to the LFA security for the performance of its obligations under this Agreement in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00). The form of this security may, at Franchisee's option, be a performance bond, letter of credit, cash deposit, cashier's check or any other security acceptable to the LFA. If the Franchisee posts a performance bond, it shall be substantially in the form of Exhibit D attached hereto.

11.6.1. In the event that a performance bond provided pursuant to the Agreement is not renewed or is canceled, Franchisee shall provide new security pursuant to this Article within thirty (30) days of such cancellation or failure to renew.

11.6.2. Neither cancellation, nor termination, nor refusal by surety to extend the performance bond, nor inability of the Franchisee, as principal, to file a replacement performance bond or replacement security for its obligations, shall constitute a loss to the LFA, as obligee, recoverable under the performance bond.

11.7. *Abandonment of Service:* Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law.

12. MISCELLANEOUS PROVISIONS

12.1. *Actions of Parties:* In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2. *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

12.3. *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

12.4. *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

12.4.1. Furthermore, the parties hereby agree that it is not the LFA's intention to subject Franchisee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee that outweigh the benefit to be derived by the LFA and/or Subscribers.

12.5. *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

12.5.1. Notices to Franchisee shall be mailed to:

Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, NY 11714
Attention: Vice President, Government Affairs,
Suburban New York

With a copy to:

CSC Acquisitions-MA, Inc.
1111 Stewart Avenue
Bethpage, NY 11714
Attention: Legal Department

12.5.2. Notices to the LFA shall be mailed to:

Village Manager
Village of Port Chester
Village Hall
10 Pearl Street
Port Chester, New York 10573

12.6. *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

12.7. *Amendments and Modifications:* Amendments and/or modifications to this Franchise shall be mutually agreed to in writing by the parties and subject to the approval of the NY PSC pursuant to the Cable Law.

12.8. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the articles, sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

12.9. *Severability:* If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

12.10. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

12.11. *Fiber Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's Fiber Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. Franchisee shall not be required to remove the Fiber Network or to relocate the Fiber Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

12.12. *NY PSC Approval:* This Franchise and any amendment or modification hereof is subject to the approval of the NY PSC. Franchisee shall file an application for such approval with the NY PSC within sixty (60) days after the date hereof. Franchisee shall also file any necessary notices with the FCC.

12.13. *Rates and Charges:* The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law.

12.14. *Publishing Information:* LFA hereby requests that Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

12.15. *Employment Practices:* Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

12.16. *Customer Service:* Franchisee shall comply with the consumer protection and customer service standards set forth in Parts 890 and 896 of the NY PSC rules and regulations.

12.17. *Performance Review:* The LFA may, at its discretion but not more than once per twelve-month period, hold a performance evaluation session (the "Performance Review") to review Franchisee's compliance with the terms and conditions of this Franchise. The LFA shall provide Franchisee with at least thirty (30) days prior written notice of the Performance Review to be held at a mutually agreeable time. Franchisee shall have the opportunity to participate in and be heard at the Performance Review. Within thirty (30) days after the conclusion of the Performance Review, the LFA shall provide Franchisee written documentation setting forth its determinations regarding Franchisee's compliance with the terms and conditions of this Franchise.

12.18. *LFA Official:* The Manager of the LFA is the LFA official that is responsible for the continuing administration of this Agreement.

12.19. *No Waiver of LFA's Rights:* Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall be construed as a waiver of the LFA's rights under applicable federal and state law.

12.20. *No Third Party Beneficiaries:* Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

12.21. *Level Playing Field:*

12.21.1. In the event that the LFA grants one (1) or more franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer services substantially equivalent to services offered by the System, it shall not make the grant on more favorable or less burdensome terms. If Franchisee finds that the agreement(s) granting said other franchise(s) contain provisions imposing lesser obligations or more favorable terms on the company(s) thereof than are imposed by the provisions of this Agreement, then Franchisee may petition the LFA for a modification of this Agreement. Franchisee shall be entitled with respect to said lesser obligations or more favorable terms to such modification(s) of this Agreement as may be determined to be necessary to insure fair and equal treatment by this Agreement and said other Agreements.

12.21.2. In the event that another provider of multichannel video programming, operating in the Franchise Area, is not required to be franchised by the LFA, and to the extent that any such multichannel video programmer is not required to comply with substantially equivalent terms and conditions as those contained in this Franchise, and to the extent that Franchisee reports to the LFA that it is at a competitive disadvantage as a result, the LFA shall convene a public hearing.

12.21.2.1. At said public hearing, the LFA shall afford Franchisee an opportunity to demonstrate such a competitive disadvantage, if any, as a result of Franchisee's requirements herein and the economic injury, which has occurred therefrom. Franchisee shall provide the LFA with such financial information as is reasonably requested.

12.21.2.2. Should the LFA determine that Franchisee has demonstrated such a competitive disadvantage at said hearing, the LFA and Franchisee hereby agree to negotiate, in good faith, equitable amendments to this Franchise. The LFA shall not unreasonably deny Franchisee's petition for relief under this Section 12.21.

12.21.2.3 Franchisee represents and acknowledges that as of the effective date of this Agreement, competition within the Town from other non-franchised multi-channel video providers has not risen to the level of creating a competitive disadvantage sufficient to trigger relief under this Section.

12.21.3. Nothing in this Section 12.21 shall be deemed a waiver of any remedies available to Franchisee under federal, state or local law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. Section 545.

AGREED TO THIS ____ DAY OF _____, 2014.

LFA:

VILLAGE OF PORT CHESTER By: _____
Name:
Title:

FRANCHISEE:

CSC ACQUISITIONS-MA, INC. By: _____
Adam Falk
Title: Vice President, Government Affairs

EXHIBITS:

Exhibit A: Municipal Buildings to Be Provided Free Cable Service

Exhibit B: Service Area

Exhibit C: PEG Channels

Exhibit D: Form of Performance Bond

Exhibit E: PEG Access Origination Sites

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Village of Port Chester Village Hall/Senior Center/Community Center
222 Grace Church Street
Port Chester, NY 10573

Village of Port Chester Police Department/Justice Court
350 North Main Street
Port Chester, NY 10573

Village of Port Chester Fire Headquarters
Harry Howard Hook and Ladder Company
Reliance Engine & Hose Company 1
Fire Patrol & Rescue Company 1
Port Chester Paid Firefighters' Living Quarters/Office
209 Westchester Avenue (corner of Poningo Street)
Port Chester, NY 10573

Washington Engine & Hose Company 4
464 Westchester Avenue
Port Chester, NY 10573

Brooksville Engine & Hose Company 5
513 Willet Avenue
Port Chester, NY 10573

South End Firehouse
Mellor Engine & Hose Company 4
Putnam Engine & Hose Company 2
51-53 Grace Church Street
Port Chester, NY 10573

Port Chester Middle School
113 Bowman Avenue
Port Chester, NY 10573

Port Chester Senior High School
1 Tamarack Road
Port Chester, NY 10573

John F. Kennedy Magnet School
40 Olivia Street
Port Chester, NY 10573

Park Avenue Elementary School
75 Park Avenue
Port Chester, NY 10573

King Street School
697 King Street
Port Chester, NY 10573

Thomas A. Edison School
132 Rectory Street
Port Chester, NY 10573

Port Chester Public Library
One Haseco Avenue
Port Chester, NY 10573

Port Chester Housing Authority
Drew Gardens Community Room
10-22 Drew Street, 1st Floor
Port Chester, NY 10573

Port Chester Housing Authority
Brooksville Terrace Community Room
167-169 Terrace Avenue, 1st Floor
Port Chester, NY 10573

Port Chester Housing Authority Main Office
2 Weber Drive, 2nd Floor
Port Chester, NY 10573

Port Chester Housing Authority
Parkview Apartments Community Room
70 Purdy Avenue, 1st Floor
Port Chester, NY 10573

Port Chester Housing Authority
Harborview Apartments Community Room
45 Traverse Avenue, 1st Floor
Port Chester, NY 10573

EXHIBIT B

SERVICE AREA

The Service Area shall be the Franchise Area.

The construction of the Franchisee's FTTP Network has been completed throughout the Franchise Area subject only to Subsection 3.1.1. and Section 3.2. of the Franchise, and accordingly it is not necessary to provide any additional details concerning the construction and/or deployment time tables and areas within the Service Area, nor is a map of the Service Area necessary.

EXHIBIT C

PEG CHANNELS

The Franchisee will transmit PEG programming as provided by the LFA and the public, as directed by the LFA.

EXHIBIT D

FORM OF PERFORMANCE BOND

Franchise Bond

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligee), in the full and just sum of _____ Dollars (\$_____), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a Franchise Agreement dated _____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.
2. This bond is for the annual term beginning _____ and ending _____, and may be extended for additional annual terms at the sole option of the surety.
3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligee recoverable under this bond.

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.
5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.
6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.
7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

This bond shall not bind the Surety unless it is accepted by the Obligee by signing below.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this ____ day of _____, 2014.

Principal

Surety

By: _____

By: _____

, Attorney-in-Fact

Accepted by Obligee: _____

(Signature & date above - Print Name, Title below)

EXHIBIT E

PEG ACCESS ORIGINATION SITES

Subject to the requirements set forth in Subsection 5.2.2 of this Agreement, the following PEG Access Origination Sites shall be operable within ninety (90) days of the Effective Date:

Port Chester High School, 1 Tamarack Road, Port Chester, NY 10573

Court House, 350 North Main Street, Port Chester, NY 10573

Port Chester Village Hall, 222 Grace Church Street, Port Chester, NY 10573

RESOLUTION AUTHORIZING THE VILLAGE OF PORT CHESTER TO RENEW A
CABLE FRANCHISE AGREEMENT WITH CSC ACQUISITION-MA, INC. TO
OPERATE A CABLE SYSTEM IN THE VILLAGE OF PORT CHESTER

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

WHEREAS, THE Village of Port Chester (the “Village”) is a “franchising authority” in accordance with Title VI of the Communications Act of 1934, (the “Communications Act”), and is authorized to grant one or more nonexclusive cable television franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended (collectively the “Cable Laws”);

WHEREAS, the Village, executed a franchise renewal agreement on August 1, 2002 with CSC Acquisition-MA, Inc. (“Franchisee”), which was thereafter confirmed and made effective by the New York State Public Service Commission (“Commission”) on September 16, 2003 for a term of ten (10) years (Case No. 98-V-0090), and

WHEREAS, Franchisee has submitted a proposed Franchise Renewal Agreement to operate a cable system within the Village; and

WHEREAS, The Village and Franchisee have mutually agreed to the terms of a Franchise Renewal Agreement; and

WHEREAS, the Village has determined that the Franchisee is and has been in substantial compliance with all terms/provisions of its existing franchise and applicable law; and

WHEREAS, the Village has determined that Franchisee has the requisite legal, technical and financial capabilities to operate a cable system within the Village and that Franchisee’s proposal for renewal of the franchise meets the cable related needs of the Community; and

WHEREAS, a duly noticed Public Hearing, affording an opportunity for all those interested parties within the Village to be heard on the proposed Franchise Renewal Agreement, was held before the Village on March 17, 2014. Now, therefore, be it

RESOLVED, that the Board of Trustees determines that it is in the best interest of the public to award a Franchise Renewal Agreement to the Franchisee; and be it further

RESOLVED that the Village Board concludes that the terms of Franchise Renewal Agreement are reasonably comparable in its totality with the terms of the Agreement between the Village and Verizon NY, Inc., (Case No.07-V-0225, confirmed

by the Commission on March 23, 2007), and does not contain economic or regulatory burdens which, when taken as a whole, are greater or lesser than those burdens placed upon the party to the other agreement, and be it further

RESOLVED that the Village Board hereby authorizes the Village Manager to enter into a Franchise Renewal Agreement with CSC Acquisition-MA, Inc., and to execute any other documents necessary to effectuate the granting of the franchise renewal on behalf of the Village of Port Chester.

Approved as to Form:

Village Attorney, Anthony Cerreto

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:



VILLAGE OF PORT CHESTER

DEPARTMENT OF PLANNING & DEVELOPMENT

222 Grace Church Street, Rm. 202

Port Chester, NY 10573

(P) 914.937.6780

(F) 914.939-2733

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

To: Mayor Pagano and Board of Trustees

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

Re: Parking Regulations SEQRA Classification – Type II

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

Date: March 14, 2014

Note that adoption of the proposed local law amending parking regulations is deemed a Type II Action under the New York State Quality Environmental Review Act, SEQRA, specifically Section 617.5 (27) “adoption of regulations, policies or procedures and local legislative decisions in connection with any item on this (*Type II*) list”. The specific Type II connection is as follows: Section 617.5 (19) “official acts of ministerial nature involving no exercise of discretion...”

Simply stated, the proposed law modifies existing parking regulations that will be enforced with no exercise of discretion warranting the classification of the Action as Type II under current SEQRA regulations. No further environmental review is required.

Village of Port Chester, New York

Local law No. 3 of the Year 2014

A local law amending The Code of the Village of Port Chester

A LOCAL LAW AMENDING CHAPTER 319, VEHICLES AND TRAFFIC,
OF THE CODE OF THE VILLAGE OF PORT CHESTER TO PROVIDE FOR NEW
PARKING REGULATIONS ON BOTH SIDES OF NORTH MAIN STREET BETWEEN THE
PORT CHESTER POLICE DEPARTMENT AND RECTORY STREET

SECTION 1: Section 319-87 of the Code of the Village of Port Chester, Chapter 319 “Vehicles and Traffic” is hereby amended as follows:

...

F. Four Hour Limit

[Parking meter zones are established pursuant to Section 319-33 on the following streets. No vehicle shall be parked on Monday to Saturday, both inclusive, between the hours of 9:00 a.m. and 9:00 p.m. for more than four hours except Sundays and holidays.

Name of Street	Side	Location
North Main Street	Both	From Wilkins Avenue to Rectory Street]

Parking meter zones are hereby established pursuant to Section 319-33 on the following streets. No vehicle shall be parked on Monday to Thursday, both inclusive, between the hours of 9:00 a.m. and 6:00 p.m. or on Friday to Saturday, both inclusive, between the hours of 9:00 a.m. to 9:00 p.m. for more than four hours except Sundays and Holidays, at a rate set forth in Chapter 175, Fees.

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
North Main Street	Both	<u>From the southern curb line of the Port Chester Police Department to Rectory Street</u>

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

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 3 of the 2014 of the Village of Port Chester was duly passed by the Village Board of Trustees on _____ in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 20___ of the Village of Port Chester was duly passed by the Village and was (approved) (not approved) (repassed after disapproval) by the ___ and was deemed duly adopted on ___ in accordance with their applicable provisions of law.

3. (Final adoption by referendum)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of Year 20___ of the Village of Port Chester was duly passed by the ___ on ___, 20___ and was (approved) (not approved) (repassed after disapproval) by the ___ on ___, 20___. Such local law was submitted to the people by reason of a (mandatory) (permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general) (special) (annual) election held on ___, 20___, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 20___ of the Town of Rye was duly passed by the ___ on ___, 20___, and was (approved) (not approved) (repassed after disapproval) by the ___ on ___, 20___. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of ___, 20___, in accordance with the applicable provisions of law.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 20___ of the City of ___ having been submitted to referendum pursuant to the provisions of section (36) (37) of the Municipal Home Rule Law, and having received the affirmative vote of the majority of the qualified electors of such city voting thereon at the (special) (general) election held on ___, 20___ became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law hereto, designated as local law No. ___ of 20___ of the County of Westchester, State of New York, having been submitted to the electors at the General Elections of November ___, 20___, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of the said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript there from and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

Village Clerk

Date:

Seal

PUBLIC COMMENTS

RESOLUTIONS



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Village BOT Meeting Date: March 17, 2014

Item Type: Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact	X		Public Hearing Required		X
Funding Source: Use of Development Fees			BID #		
Account #:			Strategic Plan Priority Area		
			Business & Economic Development		
Agreement	X		Manager Priorities		
Strategic Plan Related	X				

Heading Title
{Will appear as indicated below on Agenda}

RETAINING ARCHITECTURAL AND OTHER PROFESSIONAL CONSULTING SERVICES WITH REGARD TO PROPOSED GOVERNMENT CENTER DEVELOPMENT

Summary

Following up on the presentation made by the National Development Council and STV, Inc. to the Board, this will authorize them to undertake the work set forth in the proposal dated February 27, 2014 which is a necessary preliminary step in developing the proposed Municipal Center.

The agreement will incorporate the terms and conditions of the proposal.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Proposal of National Development Council, dated February 27, 2014.



Michael Cucchiara, Director
National Development Council
708 Third Avenue, Suite 710
New York, NY 10017

Date: February 27, 2014

Prepared by: STV Incorporated

Project

Municipal Building – Village of Port Chester, New York

The project incorporates a new Municipal Building with garage for the Village of Port Chester to house the Police, Village Court, Village Administration Office and other ancillary programs. The project also incorporates new retail lease space and commercial office space.

Envisioned as a catalyst for downtown development, the project brings together three disparate village functions into a new location and demonstrates a commitment of resources to the long term development of the downtown. The project is being developed by the National Development Council.

STV Start-up Scope of Work

Task One -- Start-up Phase

- Concept cost estimate – based on preliminary scheme from 1-17-2014
- Financial Performa – Lease space objectives
- Blocking and cost studies for three alternate development strategies
- Meeting with Port Chester steering committee - three

Task Two -- Architectural and Operational Program & Investigation

- Architectural and Operational Program
 - o Detailed interviews with users and stakeholders
 - o Observation of current operations and systems
 - o Document major equipment or furnishings to be re-used
 - o Develop program narrative
 - o Develop tabular program of requirements

- Site Investigation
 - o Visual observation of site area, photo graphic documentation, documentation of surrounding context
 - o Utilities Investigation
 - o Site survey provided by owner
- Hazardous Materials Investigation – develop recommendations for hazardous materials testing and investigation – prepare scope of work for detailed investigation
- Geotechnical Investigation – develop recommendations and scope of work for geotechnical investigation

Task Three -- Design Phase – to be developed based on final program and scope

Task Four -- Construction Documents Phase – to be developed based on final program and scope

Task Five -- Construction Administration – to be developed based on final program and scope

Deliverables

Task One -- Start-up

- Concept Cost Estimate – based on preliminary scheme from 1-17-2014
- Financial Performance Report
- Blocking and cost studies for three alternate development strategies

Task Two -- Facilities Architectural and Operational Program

- Program of requirements with narrative descriptions and tabular room-by-room space program
- Site investigation Report
- Utilities Report
- Hazardous materials investigation scope and recommendations
- Geotechnical investigation scope and recommendations

Tasks 3-5 to be determined based project size.

Schedule

Task One – Start-up	Two weeks from NTP
Task Two – Programming & Investigation	Six weeks following completion of Task One
Task Three – Design	Four months from approval of Program Phase*
Task Four – Construction Documents	Four months from approval of Design Phase*
Task Five – Construction	Eighteen months from construction award

*Estimated – will vary with project size and scope.

Compensation

Task One – Start-up	\$10,000.00 lump sum
Task Two – Programming & Investigation	\$30,000.00 lump sum
Task Three-Five	To be determined

Copies: STV – D. Ziskind, P. Amicone, D. Currie, P. Jepsen

RETAINING ARCHITECTURAL AND OTHER PROFESSIONAL CONSULTING
SERVICES WITH REGARD TO PROPOSED MUNICIPAL CENTER DEVELOPMENT
PROJECT

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, current deteriorated conditions at the Port Chester Police Headquarters/Justice Court at 350 North Main Street have provided the impetus for the Board to take action in constructing a new facility; and

WHEREAS, JCJ Architecture, Hartford, Connecticut, was retained to undertake a needs analysis and potential alternative locations; and

WHEREAS, the preferred location identified for such facility consists of privately-held parcels in the block bounded by Irving Avenue and Poningo Street; and

WHEREAS, there are operational advantages in relocating Village offices, together with the Village's state legislative representatives, Town of Rye and Port Chester-Rye Brook Chamber of Commerce, from 222 Grace Church Street to such new facility as a Municipal Center Project ("Project"); and

WHEREAS, the opportunity is presented to broaden the focus of the proposed government center at this location so as to include additional properties and thereby incorporate new retail and commercial office space fronting on Westchester Avenue; and

WHEREAS, such alternative development plan would assure that the Project would accommodate municipal administrative needs and act as a vital catalyst for economic development throughout the Village; and

WHEREAS, in collaboration with the Board, the Port Chester Industrial Development Agency retained the National Development Council, New York, New York, to provide consulting services with regard to economic development initiatives; and

WHEREAS, the Village identified the Project as a priority for the National Development Council; and

WHEREAS, following a public presentation to the Board, the National Development Council, in partnership with STV, Inc., has submitted a proposal dated February 27, 2014 to additionally undertake the following: (1) Start-Up and (2) a Facilities Architectural and Operational Program with additional tasks to be determined based on project size and scope. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby authorizes the Village Manager to enter into an agreement with the National Development Council, 708 Third Ave., Suite 710, New York, N.Y. 10017 in partnership with STV, Inc. to provide preliminary architectural and other

professional consulting services as set forth in its proposal dated February 27, 2014 with regard to the Municipal Center Development Project, compensation to be a total of 40,000 lump sum for tasks one and 2, with additional tasks to be determined depending upon results obtained and further action of the Board, and be it further

RESOLVED, that the Board of Trustees hereby authorizes the Village Treasurer to use \$40,000 from the Mariner Proffer and modify the FY2013-14 General Fund Budget as follows:

Increase General Fund Budget:

Revenues:

1.1.1589	Use of Developers Fees	\$40,000
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Appropriations:

1.8020.400	Planning Contractual	\$40,000
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Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

AGREEMENT

This Agreement is made and entered into as of the day of March, 2014, by and between the **VILLAGE OF PORT CHESTER** a municipal corporation whose address is 222 Grace Church Road, Port Chester, New York 10573 (hereinafter referred to as the "Village") and **NATIONAL DEVELOPMENT COUNCIL** (hereinafter referred to as "NDC" or the "Contractor"), a New York non-profit corporation, which is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code , whose address is 708 Third Avenue, Suite 710, New York, New York 10017,

WITNESSETH:

WHEREAS, the Village of Port Chester is desirous of obtaining professional consulting services to develop and assist in the implementation of a prioritized economic development program for a Municipal Center;

WHEREAS, such development would relocate the Village's police department and administrative offices, construct a tiered municipal parking facility that may include potential office and retail use as a catalyst to economic development; and

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

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

1. SCOPE OF SERVICES

The purpose of this Agreement is to set forth the terms upon which the National Development Council ("NDC") will provide the Village with the consulting services ("Services") described in a written proposal dated February 27, 2014 ("Proposal") annexed and hereto as Exhibit A.

It is expressly understood that NDC is initially engaged to provide the Services to support the Village's "due diligence" efforts in the development of the Municipal Center Project ("Project").

In this regard, NDC will further its existing strategic partnership with STV, Inc. a leading professional firm offering engineering, architectural, planning, environmental and construction management services.. The Village acknowledges the retainer of STV Inc. in the provision of certain of these Services and the essential role that it will play. Notwithstanding the foregoing, NDC will retain control, oversight and direction over the performance of these subcontracted services. A copy of the Memorandum of Understanding between NDC and STV is annexed

hereto as Exhibit B.

As reflected in the NDC's current agreement with the Port Chester Industrial Development Agency, the Village recognizes the "value-added" in retaining NDC for the Project. Aside from technical assistance, at the request of the Village, and in furtherance of NDC's Housing and Economic Development Corporation's (HEDC) charitable public purpose, NDC agrees that the proposed Municipal Center is the kind of village-sponsored development project that is appropriate for HEDC to undertake in the capacity of developer. This would require the active participation of the Village, and would only be undertaken if HEDC's Board of Directors determines that the development of the project is financially feasible, "lessens the burden of government", and meets HEDC's "charitable public purpose." HEDC's activities would be undertaken as a separate program activity with fees for services rendered separately determined. Development fees to the greatest extent possible will be included in the project's capital budget, and financed as part of the Project.

It is understood that STV at the direction of NDC, will undertake certain design and planning-related activities as encapsulated as Task 1 and Task 2 as part of the project investigation process contemplated by this Agreement. STV will undertake the following activities as Task 1 and Task 2:

- Task 1: Start-up Phase: STV will develop based upon input provided by NDC and the Board of Trustees, the following items: (1) conceptual cost estimate schematics based upon a preliminary design scheme from January 17, 2014, (2) development of a financial preforma incorporating lease space objectives, (3) development of blocking and costs studies for three alternative development strategies, and (4) convene at least three meetings with the Port Chester Municipal Center Exploratory Steering Committee.
- Task 2: Architectural and Operational Program & Investigation: STV will undertake a four component study to be comprised of (1) Architectural Investigation and Operational Program, (2) Site Investigation, (3) Hazardous Materials Investigation Recommendations, and (4) Geotechnical Investigation strategy. (1) Architectural Investigation and Operational Program will involve the development of a detailed architectural and operational program which will involve detailed interviews with users and stakeholders, observation of current operations and systems, documentation of major equipment or furnishings to be re-used, development of program narrative, and development of tabular program of requirements. (2) Site Investigation will involve at a minimum the visual observation of the site area, photographic documentation, documentation of surrounding structural context, preliminary utilities investigation, and analysis of site survey based upon assessment records. (3) Hazardous Materials Investigation Recommendations will involve the development of recommendations for hazardous materials testing and investigation, including the preparation of a scope of work for the detailed investigation. (4) Geotechnical Investigation will at a minimum result in the development of recommendations and a scope of work for further

geotechnical analysis should the project proceed beyond the initial preliminary analysis stage as contemplated by Task 1 and Task 2.

In any event, the further scope of services of NDC and/or STV, be it the additional tasks, identified as Tasks 3, 4 and 5 in the Proposal or the role of NDC as described above, is to be determined based on the results provided herein and the ultimate determination by the Village whether to proceed with the Project.

The person in charge of administering this Agreement on behalf of the Village shall be the Village Manager or his designee.

The person responsible for the services to be rendered on behalf of NDC shall be Michael Cucchiara, Director, National Development Council. In addition, Daniel Marsh, Senior Director, and Robert Sweet, Director, or any other qualified person as is designated in writing by NDC and accepted by the Village, shall provide services in support of Mr. Cucchiara.

2. TERM

Unless terminated as provided hereinafter, the term of this agreement shall commence from the date first above written and expire upon satisfactory completion of the Services.

3. TIME FOR COMPLETION OF SERVICES; DELIVERABLES

NDC shall complete the Services according to the following schedule:

Task 1:

Draft Report	May 2, 2014
Final Report	May 18, 2014

Task 2:

Draft Report	May 16, 2014
Final Report	May 28, 2014

Reports shall be provided to the Village in digital and hard-copy format.

NDC shall attend meetings of the Village Board of Trustees as required to make a presentation on the draft and final report.

4. COMPENSATION

The Village shall compensate NDC for performance of the Services by payment of a total flat fee of \$40,000, payable as follows: \$10,000 upon the satisfactory completion of Task 1 and \$30,000 upon the satisfactory completion of Task 2. Payment shall be made to NDC within thirty (30) days following the delivery of each final report.

The flat fee includes all of NDC's time, overhead, travel expenses, supplies, reproduction, postage, telephone, and other out of pocket items, as well as any subcontracted expense.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

NDC is responsible for providing the Services as an independent contractor. The Village has no control or direction over the means and manner in which the Services are undertaken. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Village and the NDC.

6. OWNERSHIP OF WORK PRODUCT

All reports and other materials prepared by NDC for the Village shall be the property of the Village. Work papers and other source materials shall be the property of the NDC. NDC shall deliver such materials to the Village in accordance with the terms and conditions of this Agreement or as requested by the Village. The Village shall not, without NDC's prior written consent, associate NDC's name with the report or product, in the event that a subsequent material change or otherwise, is made in such report or product after submission and receipt by the Village.

7. CONFIDENTIALITY

NDC shall keep confidential all reports, information and data given to, prepared or assembled by NDC pursuant to NDC's performance of this Agreement which designates as confidential. Such information shall not be made available to any person, firm, corporation or entity without first obtaining the prior written consent of the Village.

No news release, including photographs, public announcements or confirmation of same, or any part of the subject matter of this Agreement shall be made without prior written approval of the Village

8. INSURANCE

NDC and its subcontractor(s) shall secure and maintain, at its/their own expense, general liability insurance to the Village with coverage in the minimum amount of \$1 million/2 million dollars (\$1,000,000/\$2,000,000). The Village, its officers and employees and volunteers shall be included as an additional named insured. Such insurance shall be primary and non-contributory. NDC shall be responsible for any deductibles or amount of retention. Workers compensation and employer liability insurance shall also be secured and maintained in compliance with statutory requirements. Professional liability insurance in the amount of \$2 million (\$2,000,000) shall also be obtained. NDC shall provide evidence of such insurances by providing the Village certificates of insurance for review and approval by the Village Attorney. Such certificates shall bear the names of insurance carriers which are rated A.M. Best A- or better.

9. INDEMNIFICATION

NDC and its subcontractor(s) shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Village its officers, employees and volunteers, from any and all claims, suits, actions, proceedings, and other cost and expense for negligence and/or wrongful conduct arising out of the performance of this Agreement.

10. CONFLICTS OF INTEREST

No board member, officer or employee of the Village, its designees or agents, and no other public official who exercises any functions or responsibilities with respect to any requested technical assistance, shall be permitted to financially benefit from this Agreement or have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.

11. NOTICES

All notices shall be sent by certified mail, hand-delivery or overnight mail and in all events with a written acknowledgment of receipt to the address set forth at the beginning of this Agreement.

Each party shall notify the other in the event that notices shall be sent to a different location.

12. COMPLIANCE

NDC agrees to comply with all applicable federal, state and local laws in the performance of the Services hereunder.

NDC shall comply with the provisions of the Village's Anti-Discrimination and Harassment Policy, copy which is annexed hereto.

13. RIGHT TO AUDIT

NDC shall establish and maintain appropriate procedures which will assure the proper accounting of funds paid to it under this Agreement. The Village or any of its duly authorized representative shall have access all records of NDC and/or its subcontractors which are related to the performance of this Agreement for the purpose of making an audit, an examination, excerpts and transcriptions. All such books and records shall be retained for at least three years from the last payment by the Village or the applicable record retention period required under state law whichever is longer.

14. TERMINATION

The Village may terminate this Agreement for cause upon fifteen (15) days 'notice and opportunity to cure.

15. ASSIGNMENT

Neither this Agreement nor any rights, duties or obligations described herein may be assigned by either party without the prior express written consent of such other party.

Further NDC will not hire any subcontractors without the prior written approval of the Village, except as set forth herein.

16. GOVERNING LAW

This Agreement shall be construed, interpreted and the rights of the parties determined, in accordance with the laws of the State of New York. Venue shall be in Westchester County.

17. SEVERABILITY

A determination that any part of this Agreement is invalid shall not invalidate or impair the force of the remainder of this Agreement.

18. DISPUTE RESOLUTION

Any disputes between the parties shall be adjudicated in a court of law.

19. DISCLAIMER

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

20. ENTIRE AGREEMENT

This Agreement contains the final agreement between the parties regarding the matters covered and supersedes any and all other agreement, either oral in writing, regarding the matters contained herein. Any amendment to this Agreement shall be in writing and signed by the parties.

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

Approved as to Form:

Anthony M. Cerreto, Village Attorney

VILLAGE OF PORT CHESTER

By: Christopher D. Steers, Village Manager

NATIONAL DEVELOPMENT COUNCIL

By: Robert W. Davenport, President

Exhibit A:

NDC Scope of Preliminary Services Proposal

Michael Cucchiara, Director
National Development Council
708 Third Avenue, Suite 710
New York, NY 10017

Date: February 27, 2014

Prepared by: STV Incorporated

Project

Municipal Building – Village of Port Chester, New York

The project incorporates a new Municipal Building with garage for the Village of Port Chester to house the Police, Village Court, Village Administration Office and other ancillary programs. The project also incorporates new retail lease space and commercial office space.

Envisioned as a catalyst for downtown development, the project brings together three disparate village functions into a new location and demonstrates a commitment of resources to the long term development of the downtown. The project is being developed by the National Development Council.

STV Start-up Scope of Work

Task One -- Start-up Phase

- Concept cost estimate – based on preliminary scheme from 1-17-2014
- Financial Performa – Lease space objectives
- Blocking and cost studies for three alternate development strategies
- Meeting with Port Chester steering committee - three

Task Two -- Architectural and Operational Program & Investigation

- Architectural and Operational Program
 - o Detailed interviews with users and stakeholders
 - o Observation of current operations and systems
 - o Document major equipment or furnishings to be re-used
 - o Develop program narrative
 - o Develop tabular program of requirements

- Site Investigation
 - o Visual observation of site area, photo graphic documentation, documentation of surrounding context
 - o Utilities Investigation
 - o Site survey provided by owner
- Hazardous Materials Investigation – develop recommendations for hazardous materials testing and investigation – prepare scope of work for detailed investigation
- Geotechnical Investigation – develop recommendations and scope of work for geotechnical investigation

Task Three -- Design Phase – to be developed based on final program and scope

Task Four -- Construction Documents Phase – to be developed based on final program and scope

Task Five -- Construction Administration – to be developed based on final program and scope

Deliverables

Task One -- Start-up

- Concept Cost Estimate – based on preliminary scheme from 1-17-2014
- Financial Performance Report
- Blocking and cost studies for three alternate development strategies

Task Two -- Facilities Architectural and Operational Program

- Program of requirements with narrative descriptions and tabular room-by-room space program
- Site investigation Report
- Utilities Report
- Hazardous materials investigation scope and recommendations
- Geotechnical investigation scope and recommendations

Tasks 3-5 to be determined based project size.

Schedule

Task One – Start-up	Two weeks from NTP
Task Two – Programming & Investigation	Six weeks following completion of Task One
Task Three – Design	Four months from approval of Program Phase*
Task Four – Construction Documents	Four months from approval of Design Phase*
Task Five – Construction	Eighteen months from construction award

*Estimated – will vary with project size and scope.

Compensation

Task One – Start-up	\$10,000.00 lump sum
Task Two – Programming & Investigation	\$30,000.00 lump sum
Task Three-Five	To be determined

Copies: STV – D. Ziskind, P. Amicone, D. Currie, P. Jepsen

Exhibit B:

NDC-STV Memorandum of Understanding

Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as the “MOU”), is made by and between the National Development Council, a d/b/a of the National Council for Community Development, Inc., whose address is 708 Third Avenue Suite 710 New York, NY 10017, and STV, Inc., whose address is 225 Park Avenue South, New York, NY 10003.

WHEREAS, the National Development Council (“NDC”) and STV, Inc. have come together to collaborate in a strategic partnership in furtherance of the development of public facilities in the Village of Port Chester, New York (the “Village”); and

WHEREAS, NDC has a consulting contract to provide economic development and financial advisory services to the Village of Port Chester and in that capacity has been requested to advise the Village on the financial feasibility for a new municipal center to consolidate Village functions; and

WHEREAS, STV is nationally recognized architectural, engineering, and construction management firm with over 100 years of providing superior services on behalf of public and private sector clients; and

WHEREAS, NDC requires the assistance of a world class architectural and engineering firm in order to more fully evaluate the design and construction costs associated with the developing a municipal center for the Village; and

WHEREAS, the NDC and STV both recognize the mutual benefit of collaborating on the preliminary analysis of a municipal center for the Village; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided and any responsibilities that might arise in connection with this collaboration.

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

STV will provide the services listed in “STV Start-Up Scope of Work” attached hereto as “Exhibit A” on behalf of NDC in connection with NDC’s financial feasibility analysis of the Port Chester Village municipal building:

- Task 1: Start-up Phase: STV will develop based upon input provided by NDC and the Board of Trustees, the following items: (1) conceptual cost estimate schematics based upon a preliminary design scheme from January 17, 2014, (2) development of blocking and costs studies for three alternative development strategies, and (4) convene at least three meetings with the Port Chester Municipal Building Exploratory Steering Committee.
- Task 2: Architectural and Operational Program & Investigation: STV will undertake a four component study to be comprised of (1) Architectural Investigation and Operational Program, (2) Site Investigation, (3) Hazardous Materials Investigation Recommendations,

and (4) Geotechnical Investigation strategy. (1) Architectural Investigation and Operational Program will involve the development of a detailed architectural and operational program which will involve detailed interviews with users and stakeholders, observation of current operations and systems, documentation of major equipment or furnishings to be re-used, development of program narrative, and development of tabular program of requirements. (2) Site Investigation will involve at a minimum the visual observation of the site area, photographic documentation, documentation of surrounding structural context, preliminary utilities investigation, and analysis of site survey based upon assessment records. (3) Hazardous Materials Investigation Recommendations will involve the development of recommendations for hazardous materials testing and investigation, including the preparation of a scope of work for the detailed investigation. (4) Geotechnical Investigation will at a minimum result in the development of recommendations and a scope of work for further geotechnical analysis should the project proceed beyond the initial preliminary analysis stage as contemplated by Task 1 and Task 2.

NDC will provide STV with compensation in a timely manner which in the aggregate shall not exceed forty-thousand dollars (\$40,000.00) for services performed in connection with the Task 1 and Task 2 detailed above. Any payment of compensation by NDC to STV made in connection with this Memorandum of Understanding is contingent upon the payment by the Village of Port Chester of forty-thousand dollars (\$40,000.00) for services rendered by NDC in connection with the Agreement dated [INSERT DATE] between NDC and the Village of Port Chester attached hereto as "Exhibit B."

Both NDC and STV acknowledge that performance of the above activities shall occur the timeframe contemplated on page 4 of Exhibit B. Additionally, NDC and STV hereby agree that in the event that the Village of Port Chester endorses the proposed municipal building conceptual plan and requests that NDC proceed with Task 3 through Task 5 as detailed in Exhibit A, that the Parties will enter into a subsequent Memorandum of Understanding or other Agreement that upon mutual execution will supersede this Memorandum of Understanding in form and effect.

We, the undersigned have read and agree with this Memorandum of Understanding. Further, we have reviewed the proposed scope and being duly authorization on behalf of our respective organizations do in fact approve it.

For: National Development Council, Inc.
By: Robert Davenport

For: STV, Inc.
By: [INSERT]

Its: President

Its: [INSERT TITLE]

Date: _____

Date: _____



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Village BOT Meeting Date: March 3, 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			

Heading Title

(Will appear as indicated below on Agenda)

ACCEPTING DONATION OF MEMORIAL TO LUIGI DEL BIANCO

Summary

Following conceptual approval by the Board of Trustees, Lou Del Bianco met with Village staff to advance a proposed memorial to his grandfather, Luigi Del Bianco.

Luigi Del Bianco, who lived in the Washington Park neighborhood, is renowned as the master carver at the Mount Rushmore Memorial in South Dakota and carver at other national public monuments as well as known for carving many of the monuments in the Village.

The monument is proposed to be located in the traffic island at North Regent Street, Webster Avenue and Elizabeth Street.

Lou Del Bianco has secured contributions and local contractors to assist him in this project which will not involve the use of any Village funds.

As proposed an existing stone water trough that is in the island will need to be relocated and has suggested Lyon Park, perhaps near the Bush Homestead. He will assume this expense.

Members of the Beautification Commission have made a favorable recommendation.

Village staff have developed a traffic plan to facilitate a proposed unveiling of the memorial on May 10, 2014

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

--

ACCEPTING DONATION OF MEMORIAL TO LUIGI DEL BIANCO

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, Luigi De Bianco, an Italian immigrant, after studying as a stone carver, settled in the Village of Port Chester in 1920 where he met his wife Nicoletta Cardarelli and raised his family, living in the Village until his death in 1969 ; and

WHEREAS, Mr. Del Bianco would have a long association with Gutzon Borglum assisting him in creating the famous carving at Stone Mountain near Atlanta, Georgia, the Wars of America Memorial in Newark and other notable public sculptures; and

WHEREAS, Mr. Del Bianco's most prominent effort was serving as master carver at the Mount Rushmore National Memorial, completed in 1941 after fourteen years of work, bearing the likenesses of four presidents, George Washington, Thomas Jefferson, Abraham Lincoln and Theodore Roosevelt; and

WHEREAS, Mr. Del Bianco also made a lasting impression on the Village in his carving the bases for the erection of the monuments of the Spanish American War Memorial, the Virgin Mary at the Holy Rosary School, Christopher Columbus at Columbus Park, several statues for Corpus Christi Church and over 500 headstones for St. Mary's Cemetery from his small studio on Clinton Street; and

WHEREAS, the record of Mr. Del Bianco's petition for U.S. citizenship and accompanying certificate of arrival and declaration of intent have been posted on the Westchester County Historical Society's web-page entitled "Historical Treasures of Westchester County" documenting the waves of immigrants that made Westchester County their new home; and

WHEREAS, members of Mr. Del Bianco's family have labored hard to preserve his memory which has been the subject of recent attention of historical groups, schools and the news media; and

WHEREAS, Lou Del Bianco, Mr. Del Bianco's grandson, and Port Chester resident, has petitioned the Board of Trustees to donate a stone memorial in his honor to be placed at the traffic island on North Regent Street, Webster Avenue and Elizabeth Street; and

WHEREAS, on March 18, 2013, the Board granted conceptual approval of the proposed memorial subject to further review; and

WHEREAS, Park Commission advised that the matter is not within their jurisdiction; and

WHEREAS, members of the Recreation Commission favorably recommended the request with a landscaping plan that utilizes plantings that were the subject of a previous donation to the Village; and

WHEREAS, at the Board's meeting on February 19, 2014, Lou Del Bianco made a detailed public presentation of the proposed memorial and bronze plaque containing gold lettering requesting the date of May 10, 2014 for an unveiling. Now, therefore, be it

RESOLVED, that the Board of Trustees accepts the donation of Lou Del Bianco of a proposed memorial to be installed in the traffic island at North Regent Street, Webster Avenue and Elizabeth Street to commemorate his grandfather, Village resident, who has left a lasting national legacy in the area of public sculpture; and be it further

RESOLVED, that such acceptance is subject to the condition that the cost of the installation of the memorial and relocation of the horse trough to an appropriate location in Lyon Park are to be assumed by the donor.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

Port Chester Police Department
Traffic Division
350 North Main Street
Port Chester, New York 10573

Memo

To: John R Telesca, Acting Chief of Police
From: Mark Braccio, Traffic Sergeant
Date: March 14, 2014
Re.: Del Bianco Monument

In regards to the monument to be dedicated at Webster Place and North Regent Street on or about May 10th, PCPD is prepared to re- direct the traffic and establish site security as necessary.

ADDING LOADING ZONES ON ADEE AND KING STREETS

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

WHEREAS, the Board of Trustees has received the favorable recommendation of the Traffic Commission to establish new loading zones on Adee and King Street; and

WHEREAS, the loading zones currently exist but are not called out in the Village Code; and

WHEREAS, after discussion, the Board has determined to advance this subject for action. Now, therefore, be it

RESOLVED, the Code of Village of Port Chester, Vehicles and Traffic, Section 319-81, Schedule XX, Loading Zones, is hereby amended as follows:

- A. In accordance with the provisions of Section 319-27, the following locations are designated as loading zones:

Name of Street	Side	Location
...		
Add: Adee Street	East	From a point measured 75 feet from North Main Street extending East for a Distance of 28 feet
....		
King Street	West	From a point measured 209 feet from Westchester Avenue extending North for A distance of 50 feet

and to take effect at such date as appropriate signage is put in place at the direction of the Village Manager.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

PROVIDING NEW PARKING RESTRICTIONS ON NORTH PEARL STREET
FOR SHORT-TERM PARKING

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

WHEREAS, the Board of Trustees has received the favorable recommendation of the Traffic Commission to impose new parking restrictions on North Pearl Street to provide for short-term parking and thereby increase the availability of such parking; and

WHEREAS, after discussion, the Board has determined to advance this subject for action. Now, therefore, be it

RESOLVED, the Code of the Village of Port Chester, Vehicles and Traffic, Section 319-74, Schedule XIII, No Parking or Standing at Any Time, pursuant to the provisions of Section 319-20 is amended as follows:

Name of Street	Side	Location
...		
Amend North Pearl Street	East	From Westchester Avenue north for a Distance of [115] <u>31</u> feet
...		

And, be it further

RESOLVED, that the Code of the Village of Port Chester, Vehicles and Traffic, Section 319-81, Schedule XX, "Loading Zones", is hereby amended as follows:

Name of Street	Side	Location
B. From the period from January 1 to March 1 in each year, the following parking restrictions shall apply:		
<u>Street</u>	<u>Side</u>	<u>Between the Hours of</u>
<u>Location</u>		
....		
Add: Fawcett Street	North	11:00 pm & 6:00 am
		Entire Length

...

And, be it further

RESOLVED, that the Code of the Village of Port Chester, Vehicles and Traffic, Section 319-5, Schedule XIV, Nighttime Parking Prohibited Certain Hours is amended as follows:

A. In accordance with the provision of Section 319-21A, the parking of vehicles between the hours of 1:00 a.m. and 6:00 a.m. is prohibited in the following locations:

	<u>Street</u>	<u>Side</u>	<u>Location</u>
	...		
Delete:	Fawcett Street	South	Entire Length
	...		

and to take effect at such date as appropriate signage is put in place at the direction of the Village Manager.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:
NOES:
ABSENT:

DATE:

IMPOSING NO RIGHT TURN ON RED RESTRICTION ON
ABENDROTH AVENUE AT THE INTERSECTION OF MILL STREET

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

WHEREAS, the Board of Trustees has received the favorable recommendation of the Traffic Commission to make a no right turn on red restriction on Abendroth Avenue at the intersection of Mill Street to enhance public safety; and

WHEREAS, after discussion, the Board has determined to advance this subject for action. Now, therefore, be it

RESOLVED, the Code of Village of Port Chester, Vehicles and Traffic, Section 319-64, Schedule III, in accordance with Section 3 19-7, is hereby amended by adding a right turn on red restriction as follows:

<u>Signal facing traffic on</u>	<u>Direction of travel</u>	<u>At intersection of</u>
---------------------------------	----------------------------	---------------------------

...

Add: Abendroth Avenue	North	Mill Street
-----------------------	-------	-------------

...

and to take effect at such date as appropriate signage is put in place at the direction of the Village Manager.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

IMPOSING NEW PARKING RESTRICTIONS ON UPLAND STREET

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

WHEREAS, the Board of Trustees has received the favorable recommendation of the Traffic Commission to impose new parking restrictions on Upland Street; and

WHEREAS, the restrictions would decrease congestion on the street on school days, allow for access of emergency vehicles and reduce danger to pedestrians; and

WHEREAS, after discussion, the Board has determined to advance this subject for action. Now, therefore, be it

RESOLVED, the Code of Village of Port Chester, Vehicles and Traffic, Section 319-74, Schedule XIII, No Parking or Standing at Any Time, in accordance with Section 319-20, is hereby amended as follows:

Name of Street	Side	Location
...		
Delete Upland Street	South	For 150 feet along King Street School Property
Delete Upland Street	North	From a point measured 181 feet from West corner of Fairhaven Land then Extending in a westerly direction for A distance of 199 feet, and be it further
...		

RESOLVED, that the Code of Village of Port Chester, Vehicles and Traffic, Section 319-76 Schedule XV Parking Prohibited Certain Times, in accordance with Section 319-22, is hereby amended as follows:

Name of Street	Side	Time	Location
...			
Add: Upland Street	North	School days 7:00 a.m to 3:30 p.m.	From Fairhaven Lane to King Street
...			

and to take effect at such date as appropriate signage is put in place at the direction of the Village Manager.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

IMPOSING NEW NO PARKING AND STANDING RESTRICTIONS ON
ABENDROTH AVENUE AT THE INTERSECTION OF WILLET AVENUE

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

WHEREAS, the Board of Trustees has received the favorable recommendation of the Traffic Commission to make new no parking and standing restrictions on Abendroth Avenue at the intersection of Willet Avenue to increase greater visibility for vehicular and pedestrian traffic; and

WHEREAS, after discussion, the Board has determined to advance this subject for action. Now, therefore, be it

RESOLVED, the Code of Village of Port Chester, Vehicles and Traffic, Section 319-74, Schedule XIII, in accordance with Section 319-20, is hereby amended by adding a new parking and standing restriction as follows:

	<u>Name of street</u>	<u>Side</u>	<u>Location</u>
	...		
Add:	Abendroth Avenue	East	From Willett Avenue South for a Distance of 35 feet
	...		

and to take effect at such date as appropriate signage is put in place at the direction of the Village Manager.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

IMPOSING NEW OVERNIGHT PARKING RESTRICTIONS
ON FAWCETT STREET

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

WHEREAS, the Board of Trustees has received the favorable recommendation of the Traffic Commission to impose new overnight parking restrictions on Fawcett Street to increase the availability of such parking; and

WHEREAS, after discussion, the Board has determined to advance this subject for action. Now, therefore, be it

RESOLVED, the Code of the Village of Port Chester, Vehicles and Traffic, Section 319-77, Schedule XVI, Limited Time Parking, is amended as follows:

B. From the period from January 1 to March 1 in each year, the following parking restrictions shall apply:

	<u>Street</u>	<u>Side</u>	<u>Between the Hours of</u>	<u>Location</u>
....				
Add:	Fawcett Street	North	11:00 pm & 6:00 am	Entire Length
...				

And, be it further

RESOLVED, that the Code of the Village of Port Chester, Vehicles and Traffic, Section 319-5, Schedule XIV, Nighttime Parking Prohibited Certain Hours is amended as follows:

A. In accordance with the provision of Section 319-21A, the parking of vehicles between the hours of 1:00 a.m. and 6:00 a.m. is prohibited in the following locations:

	<u>Street</u>	<u>Side</u>	<u>Location</u>
...			
Delete:	Fawcett Street	South	Entire Length

...

and to take effect at such date as appropriate signage is put in place at the direction of the Village Manager.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

IMPOSING NEW LIMITED TIME PARKING RESTRICTIONS ON CENTRAL AVENUE TO FACILITATE SNOW REMOVAL DURING THE WINTER MONTHS

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

WHEREAS, the Board of Trustees has received the favorable recommendation of the Traffic Commission to make new limited time parking restrictions on Central Avenue to facilitate snow removal during the winter months; and

WHEREAS, after discussion, the Board has determined to advance this subject for action. Now, therefore, be it

RESOLVED, the Code of the Village of Port Chester, Vehicles and Traffic, Section 319-77, Schedule XVI: Limited Time Parking, is hereby amended by adding a new parking restriction as follows:

Section 319-77B.

During the period from January 1 to March 1 in each year, the following parking restrictions shall apply:

<u>Street</u>	<u>Side</u>	<u>Between the Hours of</u>	<u>Location</u>
...			
Central Ave	South	11:00 pm & 6:00 am	Entire Avenue Length
...			

and to take effect at such date as appropriate signage is put in place at the direction of the Village Manager.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

IMPOSING NEW PARKING RESTRICTIONS ON PONINGO STREET

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

WHEREAS, the Board of Trustees has received the favorable recommendation of the Traffic Commission to impose new overnight parking restrictions on Poningo Street to increase ease of enforcement and afford greater convenience to Village firefighters; and

WHEREAS, after discussion, the Board has determined to advance this subject for action. Now, therefore, be it

RESOLVED, the Code of the Village of Port Chester, Vehicles and Traffic, Section 319-74, Schedule XII, No Parking or Standing at any Time, is hereby amended as follows:

In accordance with the provisions of Section 319-20, the parking or standing of vehicles is prohibited at all times in the following locations:

Name of Street	Side	Location
...		
Delete: Poningo Street	West	For 48 feet alongside fire headquarters
...		

and be it further

RESOLVED, that the Code of the Village of Port Chester, Vehicles and Traffic, Section 319-77, Schedule XVI, Limited Time Parking, is hereby amended as follows:

A. In accordance with the provisions of Section 319-23, the parking of vehicles is prohibited in the locations described below for a longer period of time than that designated, during the hours indicated of any day except Sundays and Holidays.

Name of Street	Side	Time Limit	Hours	Location
...				
Poningo Street	[Both] <u>East</u>	2 hrs.	9:00 a.m.-6:00 p.m.	From Westchester Avenue to King Street
Add: Poningo Street	West	2 hrs.	9:00 a.m. -6:00 p.m.	From Irving Avenue to King Street
...				

and be it further

RESOLVED, that the Code of the Village of Port Chester, Vehicles and Traffic, Section 319-87, Schedule XXVI, Parking Meter Zones, is hereby amended as follows:

A. Three-hour limit Parking meter zones are hereby established pursuant to Section 319-33A on the following streets for the parking of vehicles for not more than three hours at a rate as set forth in Chapter 175, Fees.

Name of Street	Side	Location
...		
Poningo Street	[Both] <u>East</u>	From Irving Avenue to Westchester Avenue
...		

and be it further

RESOLVED, that the Code of the Village of Port Chester, Section 39-92.1 Schedule XXXII: Special Purpose Parking Zones is hereby amended as follows:

In accordance with the provisions of Section 39-29.1, the following streets are hereby designated as special purpose parking zones:

	Name of Street	Side	Purpose	Location
	...			
Delete:	Poningo Street	East	2 spaces for volunteer firefighters	78 feet from the southeast corner of Westchester Avenue thence north for 43 feet
	Poningo Street	West	4 spaces for career firefighters and [2] <u>4</u> spaces for volunteer firefighters	45 feet from the southwest corner of Westchester Avenue thence north for [128] <u>166</u> feet ([6] <u>8</u> spaces, 84 feet (4 spaces) for career firefighters and [44] <u>82</u> feet ([2] <u>4</u>) spaces) for volunteer firefighters,
	...			

and to take effect at such date as appropriate signage is put in place at the direction of the Village Manager.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Office of the Village Manager

Village BOT Meeting Date: March 17, 2014

Item Type: Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact	X		Public Hearing Required		x
Funding Source: Attorney Contractual Account #: 1.1420.400			Strategic Plan Priority Area Enhance Organization		
Agreement	X		Manager Priorities 5 Year Capital Plan		
Strategic Plan Related	x				

Sponsor's Name: Anthony Cerreto, Village Attorney

Heading Title
(Will appear as indicated below on Agenda)

RETAINING JOINT, SPECIALIZED PUBLIC UTILITY COUNSEL IN CONSORTIUM WITH THE CITY OF RYE AND VILLAGE OF RYE BROOK TO OPPOSE THE RATE INCREASE AND MERGER REQUESTED BY UNITED WATER, INC. BEFORE THE NEW YORK STATE PUBLIC SERVICE COMMISSION

Summary

United Water Company, Inc. has filed with the State Public Service Commission for a 23 percent rate increase, which is actually a 28 percent increase if the requested merger with United Water New Rochelle is also approved.

Joel Dichter, Esq. Dichter Law, LLC, concentrates his practice in public utility law and has represented the Village of Port Chester, City of Rye and the Village of Rye Brook in opposing water rate cases for more than 25 years. He is no stranger to the PSC or UWW.

If the retainer is accepted, the Village would be retaining the firm as joint counsel. The project estimate of \$63,750 would be split among the three communities or \$21,250 to each.

Participating in the consortium with specialized counsel and an expert witness would present a unified front to the PSC in reviewing the proposed rate increase and would be the most effective means to protect Port Chester customers.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Resolution

Memorandum from Dichter Law, LLC dated February 28, 2014

Correspondence from Rye Brook Mayor Paul Rosenberg

New York Public Service Commission Ruling Establishing Schedule
--

RETAINING JOINT, SPECIALIZED PUBLIC UTILITY COUNSEL IN
CONSORTIUM WITH THE CITY OF RYE AND VILLAGE OF RYE BROOK TO
OPPOSE THE RATE INCREASE AND CONSOLIDATION REQUESTED BY
UNITED WATER, INC. BEFORE THE PUBLIC SERVICE COMMISSION

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, United Water Westchester, Inc. ("UWW") provides water to the City of Rye, Village of Rye Brook and the Village of Port Chester; and

WHEREAS, UWW has filed with the New York Public Service Commission ("PSC") a new, substantial rate increase of 23 percent; and

WHEREAS, this proposed increase understates the impact on the Village of Port Chester and all of UWW customers since United Water proposes that it merge with United Water New Rochelle; if the PSC approves same the resulting increase would actually be 28 percent to Port Chester; and

WHEREAS, Joel Dichter, Esq., Dichter Law, LLC the City of Rye and Village of Rye Brook have agreed to work together in retaining Joel Dichter, Esq. Dichter Law, LLC, New York, New York, to appear before the PSC to oppose the petition with a proposed budget of \$63,750; and

WHEREAS, the Board finds that presenting a unified front with its neighboring communities with specialized counsel and the retention of an expert witness is the most effective means of protecting Port Chester water customers from the threat of a prohibitive rate increase. Now, therefore, be it

RESOLVED, the Village Manager be authorized to enter into a retainer agreement with Dichter Law, LLC, 488 Madison Avenue, 18th Floor, New York, New York, to as joint counsel on behalf of the Village of Port Chester, as well as the City of Rye and the Village of Rye Brook, with regard to the petition filed by United Water Westchester, Inc. for a rate increase, compensation not to exceed \$21,250.00; and be it further

RESOLVED, that appropriation be made from General Ledger Code 1.1420.400 Village Attorney- Contractual.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:



VILLAGE OF RYE BROOK

MAYOR

Paul S. Rosenberg

938 King Street, Rye Brook, N.Y. 10573

(914) 939-1121 Fax (914) 939-0242

www.ryebrook.org

ADMINISTRATOR

Christopher J. Bradbury

TRUSTEES

Susan R. Epstein

David M. Heiser

Jason A. Klein

Jeffrey B. Rednick

February 28, 2014

Honorable Neil J. Pagano, Mayor
Village of Port Chester
222 Grace Church Street
Rye Brook, New York 10573

Dear Neil:

As you are aware, in November 2013 United Water Westchester (UWW), which provides water service to the Village of Rye Brook, Village of Port Chester, and the City of Rye, filed a petition with the NYS Public Service Commission (PSC) for a substantial water rate increase. As a result, water rate hearings and PSC investigations began and will take place throughout most of 2014 to consider this petition before it is decided upon by the Administrative Law Judges of the PSC.

United Water has also filed for a merger between their UWW operations and the United Water New Rochelle (UWNR) operations, and the Administrative Law Judges have consolidated both the water rate case and proposed merger to be adjudicated at the same time.

In short, United Water is seeking a 23% increase in their water rates, but because of the merger and consolidated cost structure that is proposed, if United Water is successful customers currently served by UWW would experience a **28% increase** and customers served by UWNR would experience a 19% increase. The fire hydrant rates would also be increased at a greater percentage in the areas served by UWW. These increases are clearly unreasonable and unacceptable and must be challenged.

The Village of Rye Brook and the City of Rye have jointly hired special counsel Joel Dichter of Dichter Law LLC to again represent Rye Brook and Rye City interests on this water rate matter. He has already intervened on our behalf and will have the opportunity to participate as a party, review facts presented, cross-examine UWW witnesses, and present our own case through witnesses and briefs. As a party, he would

also have the right to join in any settlement discussions to protect the interests of the represented municipalities and our residents.

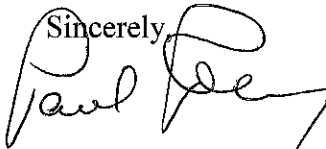
Alternate special counsel has also been hired by at least some (if not all) of the nine (9) municipalities located within the UWNR service area which have some significant different interests on this water rate case since some of their impacts of the proposed increases would benefit by a merger and consolidated rates. It is also noted that the water purchased from Connecticut, which represents 60% of the UWW water supply and is more expensive than any water purchased by United Water in the New York water supply area, is not proposed to be merged into the consolidated rate that is proposed by United Water. In short, the customers served by UWW are damaged by each of these proposed actions.

To date, the Village of Port Chester residents are *not* represented on this extremely important matter and have *not* joined in the challenge of this water rate filing and company merger. I am asking that you reconsider this position given the enormity of the impact of this filing by United Water.

Joel Dichter has represented both Rye Brook and Rye City on water rate cases and other water-company related issues for several decades and has been an excellent advocate for our municipal concerns on these matters. Mr. Dichter estimates a total fee of \$30,000-\$40,000 for his services on this case (\$250/hour), plus an expert witness fee of \$23,750 to assist in the analysis and to present testimony in the rate proceeding (plus expenses). All fees are split equally between Rye Brook and Rye City. If Port Chester was to join in the challenge by hiring Mr. Dichter, the fee would be split equally three (3) ways. Using \$40,000 as an estimate for Mr. Dichter, plus the \$23,750 for the expert witness, the total estimate would be \$63,750 divided by three plus expenses (approximately \$21,250 each).

I urge the Port Chester Village Board to join Rye Brook and Rye City by hiring Joel Dichter of Dichter Law LLC so that all of the municipalities served by UWW would be standing unified together, participate jointly in the proceedings, and represent our collective residents' interests to challenge this unreasonable water rate and merger filing.

Please do not hesitate to call me with any questions or concerns.

Sincerely,


Paul S. Rosenberg
Mayor

CC: Via e-mail:
Port Chester Board of Trustees
Christopher D. Steers, Port Chester Village Manager
City of Rye City Council
Scott D. Pickup, Rye City Manager
Rye Brook Board of Trustees
Christopher J. Bradbury, Rye Brook Administrator

*DICHTER LAW LLC
488 MADISON AVE.
18TH FL
NEW YORK, NEW YORK
(212) 593-4202*

To: Mayor Pagano and Chris Steers
From: Joel R. Dichter
Re: United Water Westchester Rate and Merger Proceedings
Date: February 28, 2014

United Water Westchester (UWW) provides water to the City of Rye, Village of Rye Brook, Town of Rye and Village of Port Chester. In order to increase its rates, UWW must petition the New York Public Service Commission (PSC). The PSC then assigns an Administrative Law Judge to hold hearings to review the justness and reasonableness of the proposed rate increase. The Company prefiles its testimony and exhibits in support of its request. For many years, I have had the privilege of representing the City of Rye and Village of Rye Brook before the PSC. The Village of Port Chester had participated in the past. We review the Company's filing, conduct discovery, cross-examine UWW witnesses and retain an expert to present our own case in opposition to all or a portion of the increase. We have had substantial success over the years in sharply reducing the request, including the last rate case.

In 2011, a proposal was made to sell the Company from its then owner, Aquarion, to a group out of Australia. In reviewing their financials, it became clear that they were highly leveraged and unable to undertake the system upgrades required. As a result, the Company was sold to United Water instead. As part of that transaction, a settlement was reached which substantially limited increases during that period and required UWW to make substantial investments to upgrade facilities. We were the only parties in addition to the companies and the PSC Staff that participated in those proceedings and we able to have a strong voice and outcome.

UWW has now filed for a new substantial rate increase of 23%. However, that understates the impact on the citizens of the City of Rye and all of UWW customers. United Water operates two entities in Westchester County. Besides UWW, there is also United Water New Rochelle (UWNR). United Water is proposing to merge the two companies and operate as United Water New Rochelle going forward. UWW therefore filed a joint rate case with UWNR and proposes to equalize rates for the two operations. This would not be favorable to UWW customers. The increase of 23% or \$14.4 million is for the two companies combined. When you break it down, residential customers in New Rochelle would experience a rate increase of 19%. On the other hand, in order to equalize UWW's lower rates, residential customers in Port Chester, Rye and Rye Brook would experience a 28% increase. This is despite the fact that, from our preliminary review, it is UWNR operations that are driving the increase far more than UWW. Fire protection rates are also significantly lower in UWW than in UWNR's service territory. The proposal is to increase the fire protection rate for current UWW customers by 20% increments over several years to equalize the rates.

DICHTER LAW LLC

United Water says the two entities already share a common workforce and there would be savings from combining operations. That may be the case; yet, even if one did not oppose the merger, it does not follow that UWW customers should be hurt by the merger. There is nothing that would prevent maintaining separate rates or rate cases even after a merger.

In addition, the two companies have separate water supplies. All of UWNR's supply comes from New York City reservoirs. In contrast, 60% of UWW's water supply comes from Connecticut. United Water proposes maintaining separate purchased water charges for each service territory. As Connecticut water is more expensive, it would be a double whammy for UWW customers. Paying higher base rates than lower's UWNR customers' rates while still bearing the impact of higher purchased water rates.

Therefore, it is important for UWW customers to appear before the PSC in both the rate and merger proceedings. I have already been retained by the Village of Rye Brook and the City of Rye. Discovery is well underway and our testimony in opposition to the increase and impact of the merger is due in April. An expert witness has been retained. I have been retained at the hourly rate of \$250. The estimated legal fees are between \$30,000 and \$50,000. The expert witness has an agreed upon fee of \$23,750. Utilizing legal fees of \$40,000, the total budget for the two matters would be \$63,750 or \$21,250 for each municipality if split three ways. It is possible that the parties may reach a settlement which would potentially reduce that amount. Please let me know if you have any questions.

STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

CASE 13-W-0539 - Proceeding on Motion of the Commission as to the Rates, Charges, Rules and Regulations of United Water New Rochelle Inc. for Water Service.

CASE 13-W-0564 - Proceeding on Motion of the Commission as to the Rates, Charges, Rules and Regulations of United Water Westchester Inc. for Water Service.

CASE 14-W-0006 - Verified Joint Petition of United Water Westchester Inc. and United Water New Rochelle Inc. for Approval, Pursuant to New York State Public Service Law Sections 108 and 89-h, to Merge and Become United Water Westchester Inc.

RULING ESTABLISHING SCHEDULE

(Issued February 4, 2014)

DAVID R. VAN ORT and PAUL AGRESTA,
Administrative Law Judges:

At the procedural conference held on January 29, 2014, the parties agreed that Case 14-W-0006 ("merger petition") should be considered in conjunction, and on a common record, with Cases 13-W-0539 and 13-W-0564, and for United Water Westchester Inc. and United Water New Rochelle Inc. to file testimony in support of the merger petition. The parties further agreed to a schedule for the above-referenced cases which, in part, would allow them time to conduct settlement negotiations before the evidentiary hearing commences.¹ We agree that it is appropriate to hear each of the above-referenced

¹ The parties' factoring in of time for potential negotiations was not an expression of agreement that certain issues may be settled. The utility will need to file a notice of impending negotiations in compliance with 16 NYCRR 3.9 prior to the commencement of negotiations.

CASE 13-W-0539 et al.

cases on a common record. The schedule appears to be fair and reasonable, and is adopted as follows:

February 13, 2014	Company files testimony and exhibits supporting merger
April 23, 2014	Staff and Intervenors file testimony and exhibits
May 9, 2014	Rebuttal testimony and exhibits filed
May 19, 2014	Evidentiary hearing commences

On each of the above filing deadlines, the parties will e-mail their filings to each other, the Commission's Secretary, and us by 4:00 p.m.

The hearing will be held in Albany and will be the subject of a separate notice.

Post-hearing briefing dates will be set at the conclusion of the evidentiary hearing, with reference to the scope of the issues, the date when the hearing concluded and the availability of transcripts.

DAVID R. VAN ORT

PAUL AGRESTA



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Office of the Village Manager

Village BOT Meeting Date: March 17, 2014

Item Type: Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact	X		Public Hearing Required		x
Funding Source:			Strategic Plan Priority Area Enhance Organization		
Account #:					
Agreement		X	Manager Priorities 5 Year Capital Plan		
Strategic Plan Related	x				

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

Heading Title
{Will appear as indicated below on Agenda}

AUTHORIZING THE VILLAGE MANAGER TO PURCHASE A NEW VEHICLE FOR THE SENIOR CENTER

Summary

The proposed resolution will allow the village manager to use FY 13-14 SNAP grant money in the amount of \$18,000 to purchase a new 2014 Ford Escape for \$19,668 with \$300 delivery fee. The remaining \$1,968 cost will be transfer from Call a Cab Line 1.6750.466. The Vehicle will be used to deliver meals and give rides to needy seniors.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Resolution
State Contract Quote and Purchase Order
SNAP program background
Competing Quotes

RESOLUTION

AUTHORIZING THE VILLAGE MANAGER TO PURCHASE A NEW
VEHICLE FOR THE SENIOR NUTRITION PROGRAM

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

WHEREAS, The Village has received SNAP grant funds for the purpose of promoting outreach and services for Seniors and nutrition services; and

WHEREAS, The 1999 Chevrolet Suburban that is currently being used to deliver meals and give rides to needy seniors is nearing the end of its expected useful life. Now, therefore, be

RESOLVED, that The Village Manager is hereby authorized to enter into agreement to purchase a 2014 Ford Escape from West Herr Ford, 5025 Camp Road, Hamburg, NY 14075, at the price of \$19,668 with a \$300 delivery fee; and

RESOLVED, that \$18,000 of the purchase price shall be paid from the SNAP program grant and the remaining \$1,968 will be transferred from the nutrition budget call a cab budget line, and be it further

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

GENERAL FUND

Increase Revenue:

001.0001.3776 State-SNAP Nutrition Program \$18,000

Increase Appropriation:

1.6720.203 Nutrition Program III C I Vehicle \$18,000

Transfer From:

1.6750.466 Nutrition Program Transp. III B - Call A Cab \$1,968

Transfer To:

1.6720.203 Nutrition Program –III C 1 Vehicle \$1,968

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

VILLAGE OF PORT CHESTER

PURCHASE ORDER FORM

March 7, 2014

 TODAY'S DATE

Ship To:

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

 VENDOR NUMBER

 VOUCHER NUMBER

WEST HERR FORD
VENDOR NAME & ADDRESS

APPROPRIATION	AMOUNT
	\$19,968.00

\$ 19,968.00

 AMOUNT

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

NYS Contract Westchester County # _____

QUANTITY	DESCRIPTION OF PURCHASE	PRICE
1	2014 FORD ESCAPE, 2.5L 4 WHEEL DRIVE, 4 DOOR	\$19,668.00
	DELIVERY FEE	\$300.00
	REIMBURSEMENT FROM WESTCHESTER COUNTY 2013-2014 S.N.A.P. CONTRACT--\$18,000.	
	VILLAGE WILL BE RESPONSIBLE FOR DIFFERENCE	

 DEPARTMENT HEAD'S SIGNATURE

 MANAGER'S AUTHORIZATION

PURCHASE ORDER NUMBER
FINANCE DEPARTMENT APPROVAL

Nielsen, Carol (Senior Center)

From: Darcy, Ann [atd1@westchestergov.com]
Sent: Thursday, March 06, 2014 2:27 PM
To: Nielsen, Carol (Senior Center)
Subject: RE: SNAP surplus funding

Importance: High

Okay Carol – this was approved! Start getting your prices if you have not already done so.

Remember, the funds must be encumbered by 3/31 so as long as you have a purchase order in place and approved on or before this date, we can reimburse for the purchase. I have attached the page 2 of the SNAP budget for you to detail the vehicle and amount to be charged under the grant.

If you have any questions about the purchase order or budget please contact Joe Monaldo – 813-6421.

Ann Darcy MS,RDN,CDN
Coordinator - Nutrition, Health & Wellness
Westchester County Department of Senior Programs and Services
9 South First Ave. 10th Floor
Mount Vernon, NY 10550
(914) - 813-6426
atd1@westchestergov.com

Westchester County wants to be able to contact you in an emergency. Sign up at www.westchestergov.com

From: Nielsen, Carol (Senior Center) [<mailto:CNeilsen@PortChesterNY.com>]
Sent: Tuesday, March 04, 2014 6:08 PM
To: Darcy, Ann
Subject: RE: SNAP surplus funding

No we are thinking of a car with 4 wheel drive for bad weather. The car would be for transportation to and from doctor's and delivering meals. We were thinking of something like a Ford Escape.

From: Darcy, Ann [<mailto:atd1@westchestergov.com>]
Sent: Tuesday, March 04, 2014 6:07 PM
To: Nielsen, Carol (Senior Center)
Subject: RE: SNAP surplus funding

I thought you were thinking about purchasing a car just to deliver meals or are you considering a van to transport seniors as well? I would need to be specific in the budget request?

Ann Darcy MS,RDN,CDN
Coordinator - Nutrition, Health & Wellness
Westchester County Department of Senior Programs and Services
9 South First Ave. 10th Floor
Mount Vernon, NY 10550
(914) - 813-6426
atd1@westchestergov.com

Westchester County wants to be able to contact you in an emergency. Sign up at www.westchestergov.com

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
BUDGET FORM
UNIT COST REIMBURSEMENT - 2013 - 2014

A negative amount in Line 15a on page 1 of this Budget represents a program surplus and is subject to the fiscal guidelines. Therefore, the subcontractor must indicate below other non-recurring expense items to be build program capacity:

LIST SPECIFIC ITEMS AND COSTS UNDER EACH CATEGORY

A. EQUIPMENT MAINTENANCE AND REPAIRS		COST
B. VEHICLE MAINTENANCE AND REPAIRS		COST
C. MINOR ALTERATIONS AND RENOVATIONS		COST
D. VEHICLE PURCHASE		COST
2014 Ford ESCAPE 4 Wheel Drive		19,668.00
DESTINATION Charge		300.00
		19,968.00
E. EQUIPMENT PURCHASE (ITEMS GREATER THAN \$1,000)		COST
F. EQUIPMENT PURCHASE (ITEMS LESS THAN \$1,000)		COST
G. TOTAL FOR ALL NON-RECURRING ITEMS		\$19,968.00
TOTAL STATE ALLOCATION FOR MEALS AND ALL NON-RECURRING ITEMS		



Selected Options

2014 Ford Escape

4dr FWD S (U0F)

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

Code	Description	Class	MSRP
U0F	Base Vehicle Price (U0F)	STD	23,100.00
Powertrain			
997	Engine: Duratec 2.5L I-4 <i>Includes active grille shutters. Torque: 170 ft.lbs. @ 4500 rpm.</i>	STD	N/C
446	Transmission: 6-Speed Automatic w/SelectShift	STD	N/C
STDAX	3.51 Axle Ratio	STD	N/C
STDGV	GVWR: 4,620 lbs	STD	N/C
Wheels & Tires			
TJL	Tires: P235/55R17 A/S <i>Includes steel mini spare wheel with mini space-saver spare tire.</i>	STD	N/C
64D	Wheels: 17" Steel Wheel w/Sparkle Silver Cover	STD	N/C
Seats & Seat Trim			
7	<i>LEATHER</i> Cloth Buckets w/60/40 Split Rear Seat <i>Includes 6-way manual driver's seat.</i>	STD	N/C
Other Options			
PAINT	Monotone Paint Application	STD	N/C
106WB	106" Wheelbase	STD	N/C
STDRD	Radio: AM/FM Single CD/MP3 <i>SYNC Communications & 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
Interior Colors For : Primary w/S			
7B	Charcoal Black	OPT	N/C
Primary Colors For : Primary w/S			
UX	Ingot Silver Metallic	OPT	N/C
Vehicle Subtotal			\$23,100.00
Destination			\$895.00
Vehicle Subtotal (including Destination)			\$23,995.00

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

**EXTRACTS FROM MINUTES OF MEETING OF THE BOARD OF TRUSTEES OF
THE VILLAGE OF PORT CHESTER
COUNTY OF WESTCHESTER, STATE OF NEW YORK**

(Refunding Bond Resolution – Series 2004A and Series 2005B)

A regular meeting of the Board of Trustees of the Village of Port Chester, located in the county of Westchester, State of New York, was held at _____, New York, on _____, 2014 at ____ o'clock, ____ .M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

Trustee _____ presented the following bond resolution and moved that it be adopted. The motion was seconded by Trustee _____. The Board of Trustees was polled. The motion was adopted by a vote of ____ affirmative votes (being at least two-thirds of the voting strength of the Board of Trustees of the Village with ____ negative votes and ____ votes absent.

REFUNDING BOND RESOLUTION, DATED MARCH 17, 2014, AUTHORIZING THE ISSUANCE OF REFUNDING SERIAL BONDS OF THE VILLAGE OF PORT CHESTER, IN THE COUNTY OF WESTCHESTER, STATE OF NEW YORK, PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF THE STATE OF NEW YORK, PROVIDING FOR OTHER MATTERS AND MAKING CERTAIN DETERMINATIONS IN RELATION THERETO AND PROVIDING FOR THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY.

WHEREAS, the Village of Port Chester, located in the county of Westchester, State of New York (the "Village") previously issued \$3,712,500 principal amount of Various Purposes Serial Bonds, Series 2004A (the "Series 2004A Bonds") pursuant to a certificate of determination of the Village Treasurer (sometimes referred to herein as the "Chief Fiscal Officer"), which Series 2004A Bonds are dated September 1, 2004 and matured or mature in annual installments on September 1, in each of the years 2006-2021, inclusive, as follows:

\$167,500 in the year 2006,
\$175,000 in the year 2007,
\$185,000 in the year 2008,
\$190,000 in the year 2009,
\$195,000 in the year 2010,
\$205,000 in the year 2011,
\$215,000 in the year 2012,
\$225,000 in the year 2013,
\$230,000 in the year 2014,
\$240,000 in the year 2015,
\$255,000 in the year 2016,
\$265,000 in the year 2017,
\$275,000 in the year 2018,
\$285,000 in the year 2019,
\$295,000 in the year 2020, and
\$310,000 in the year 2021,

WHEREAS, the Series 2004A Bonds were authorized pursuant to several serial bond resolutions duly adopted by the Board of Trustees of the Village on June 30, 2004 for the objects or

purposes described therein and delegated to the Chief Fiscal Officer the power to prescribe the terms, form and contents of and to sell and deliver such serial bonds of the Village; and

WHEREAS, \$2,155,000 aggregate principal amount of the Series 2004A Bonds currently remain outstanding and unredeemed as of the date hereof; and

WHEREAS, it is hereby determined to be in the public interest of the Village to refund all or a portion of the outstanding Series 2004A Bonds, by the issuance of the refunding bonds authorized herein pursuant to Section 90.10 of the Local Finance Law (the “Series 2004A Refunding Bonds”); and

WHEREAS, the Village previously issued \$5,100,000 principal amount of Public Improvement Serial Bonds Series 2005B (the “Series 2005B Bonds”) pursuant to a certificate of determination of the Village Treasurer (sometimes referred to herein as the “Chief Fiscal Officer”), which Series 2005B Bonds are dated October 15, 2005 and matured or mature in annual installments on August 15 in each of the years 2007-2025, inclusive, as follows:

\$175,000 in the year 2007
\$185,000 in the year 2008
\$195,000 in the year 2009
\$200,000 in the year 2010
\$210,000 in the year 2011
\$220,000 in the year 2012
\$230,000 in the year 2013
\$240,000 in the year 2014
\$250,000 in the year 2015
\$260,000 in the year 2016
\$275,000 in the year 2017
\$285,000 in the year 2018
\$295,000 in the year 2019
\$310,000 in the year 2020
\$325,000 in the year 2021
\$340,000 in the year 2022
\$355,000 in the year 2023
\$365,000 in the year 2024, and
\$385,000 in the year 2025

WHEREAS, the Series 2005B Bonds were authorized pursuant to several serial bond resolutions duly adopted by the Board of Trustees of the Village on July 12, 2005 for the objects or purposes described therein and delegated to the Chief Fiscal Officer the power to prescribe the terms, form and contents of and to sell and deliver such serial bonds of the Village; and

WHEREAS, \$3,685,000 aggregate principal amount of the Series 2005B Bonds currently remain outstanding and unredeemed as of the date hereof; and

WHEREAS, it is hereby determined to be in the public interest of the Village to refund all or a portion of the outstanding Series 2005B Bonds, by the issuance of the refunding bonds authorized herein pursuant to Section 90.10 of the Local Finance Law (the "Series 2005B Refunding Bonds"); and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF PORT CHESTER, IN THE COUNTY OF WESTCHESTER, STATE OF NEW YORK (BY THE AFFIRMATIVE VOTE OF NOT LESS THAN TWO-THIRDS OF THE VOTING STRENGTH OF BOARD OF TRUSTEES OF THE VILLAGE), AS FOLLOWS:

Section 1. For the purpose of refunding all or a portion of the \$2,155,000 outstanding principal amount of the Series 2004A Bonds and all or a portion of the outstanding \$3,685,000 Series 2005B Bonds providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized shall be sufficient to pay: (i) the refunded principal amount of the Series 2004A Bonds and the Series 2005B Bonds (collectively, the "Refunded Bonds"); (ii) the aggregate amount of the unmatured interest payable on the Refunded Bonds to and including the date on which any series of the Refunded Bonds which are callable are to be redeemed prior to their respective maturities in accordance with the Refunding Financial Plan (as hereinafter defined) and attached hereto as Exhibit B; (iii) the costs and expenses incidental to the

issuance of the Series 2004A Refunding Bonds and the Series 2005B Refunding Bonds (collectively, the “Refunding Bonds”) as hereinafter authorized and as described in Exhibit A, including without limitation, the development of the Refunding Financial Plan, costs and expenses of executing and performing the terms and conditions of the Escrow Contract (as hereinafter defined), and any securities supply contract, the premium with respect to any bond insurance policy or policies acquired with respect to the Refunding Bonds (as defined below), discount or compensation of underwriters, fees of bond counsel and financial advisors, rating agency fees, printing and service agency fees and expenses, and fees and charges of the Escrow Holder (as hereafter described); and (iv) the redemption premium, if any, to be paid on any series of the Refunded Bonds which are to be called prior to their respective maturities; there are hereby authorized to be issued in one or more series not exceeding \$6,000,000 aggregate principal amount of refunding serial bonds of the Village pursuant to the provisions of Section 90.10 of the Local Finance Law, it being anticipated that the par amount of Refunding Bonds actually to be issued will be approximately \$5,475,000 as provided in Section 4 hereof. The proposed principal amounts and dates of maturity of such Refunding Bonds are set forth in the Refunding Financial Plan attached hereto.

Section 2. It is hereby determined pursuant to Section 90.10 that:

(a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph (b) of Section 90.10 of the Local Finance Law with respect to each series of the Refunded Bonds;

(b) the aggregate amount of estimated present value savings computed in accordance with subparagraph (a) of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law is

not expected to be less than three percent (3.0%) of debt service on the Refunded Bonds paid to stated maturity.

(c) The Board of Trustees is hereby authorized and directed to enter into an escrow contract (the “Escrow Contract”) with a bank or trust company located and authorized to do business in this State as the Board of Trustees shall designate (the “Escrow Holder”) for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law. In addition, the Escrow Contract may include a forward supply or purchase contract or agreement as part thereof or as a separate agreement for the provision of acquiring obligations of the United States of America or unconditionally guaranteed by the United States of America or other obligations or instruments qualified under Section 90.10 of the Local Finance Law or may be necessary for the completion of the Refunding Financial Plan. The Escrow Contract shall contain such terms and conditions as shall be necessary or required, including terms and conditions required for the completion of the Refunding Financial Plan, including provisions for the Escrow Holder, without further authorization or direction from the Board of Trustees of the Village, except as otherwise provided therein, including, without limitation, (i) to make all required payments of principal, interest and any redemption premiums to appropriate paying agents with respect to the Refunded Bonds, (ii) to pay costs and expenses incidental to the issuance of the Refunding Bonds, including the development of the Refunding Financial Plan, and of executing and performing the terms and conditions of the Escrow Contract by the Escrow Holder, (iii) at the appropriate time or times, to cause to be given on behalf of the Village in the manner provided by law the notice of redemption authorized to be given pursuant to Section 8 hereof, and (iv) to invest the moneys held by the Escrow Holder pursuant to the terms of the Escrow Contract and consistent with the provisions of the Refunding Financial Plan.

The Escrow Contract shall be irrevocable and shall constitute a covenant with the owners of the Refunding Bonds.

(d) The proceeds, inclusive of any premium, from the sale of the Refunding Bonds, immediately upon receipt, shall be placed in escrow by the Village with the Escrow Holder pursuant to the terms of the Escrow Contract. All moneys held by the Escrow Holder shall be invested only in direct obligations of the United States of America, in obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or in obligations or instruments qualified under Section 90.10 of the Local Finance Law, which obligations or instruments shall mature or be subject to redemption at the option of the Escrow Holder not later than the respective dates when such moneys will be required to make payments in accordance with the Escrow Contract and the Refunding Financial Plan. Any such moneys remaining in the custody of the Escrow Holder after the performance in full of the Escrow Contract by the Escrow Holder shall be returned to the Village and shall be applied by the Village Treasurer to the payment of the principal of or interest on the Refunding Bonds then outstanding, to the payment of any amounts required to be paid to the United States of America in connection of with the refunding of the Refunding Bonds or to the payment of or reimbursement for the costs of issuance or other administrative costs incurred in connection with the issuance of the Refunding Bonds. In connection with the investment of moneys held by the Escrow Holder under the Escrow Contract, the Village Treasurer is authorized to execute on behalf of the Village any forward purchase or supply contract for the purchase or supply of the securities described in this subsection (d) at a date subsequent to the delivery of the Refunding Bonds, as is needed to accomplish the purposes of the Refunding Financial Plan.

Section 3. It is hereby determined that the maximum period or periods of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds for each of the objects or purposes for which the Refunded Bonds were issued is no less than as shown in the Certificates of Determination of the Village Treasurer incorporated by reference herein and made a part of this resolution taking into account the earlier of the original date of issuance of any such series of serial bonds or bond anticipation notes funded by such series of Refunded Bonds; and

Section 4. The financial plan for the refunding authorized by this resolution (the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refunding, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings, are set forth in Exhibit B attached hereto and made a part hereof. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in the aggregate principal amount of \$5,475,000 if fully issued and will mature, be of such terms, and bear such interest as set forth in the Refunding Financial Plan. The Board of Trustees of the Village recognizes that the principal amount of the Refunding Bonds, the series, maturities, terms, interest rate or rates borne by the Refunding Bonds, the provisions for redemption thereof prior to maturity and whether or not all of the Refunding Bonds will be insured, and the resulting present value savings are likely to vary from such assumptions and that the Refunding Financial Plan will likely vary from that attached hereto as Exhibit B. The Village Treasurer is hereby authorized and directed to determine the principal amount of the Refunding Bonds to be issued, the series and designation or designations thereof, the time or times of the sale thereof, the maturities and terms thereof, the provisions relating to the redemption of the Refunding Bonds prior to maturity, if any, the rate or rates of interest to be borne thereby, whether or not the Refunding Bonds will be insured in whole or in part or uninsured,

and to prepare, or cause to be provided, a final Refunding Financial Plan, all in accordance herewith, and all powers in connection therewith may be exercised by the Village Treasurer; provided, that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the requirements of Section 90.10 of the Local Finance Law. The Board of Trustees shall file a copy of a certificate determining the details of the Refunding Bonds and the final Refunding Financial Plan with the Village Clerk within ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 5. The faith and credit of the Village are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on the Refunding Bonds becoming due and payable in such year. To the extent that the same are not paid from other sources, there shall be annually levied on all the taxable real property in the Village a tax sufficient to pay the principal of and interest on the Refunding Bonds as the same become due and payable.

Section 6. Proceeds from the sale of the Refunding Bonds, including any accrued interest and, together with interest earned thereon, which shall be required for the payment of the principal of and interest on the Refunded Bonds, including any redemption or call premiums, in accordance with the Refunding Financial Plan, shall be irrevocably committed and pledged to such purpose and the owners of the Refunded Bonds shall have a lien upon such moneys and the investments thereof held by the Escrow Holder. The pledge and lien provided by this resolution shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder shall immediately be subject thereto without any further act. Such pledge and lien shall be valid and binding against all parties having claims of any kind in tort, contract, equity, at law

or otherwise against the Village irrespective of whether such parties have notice thereof. Neither this resolution, the Escrow Contract, nor any other instrument relating to such pledge and lien, need be filed or recorded.

Section 7. In accordance with the terms of the Refunded Bonds and the provisions of Section 53.00 and of paragraph (h) of Section 90.10 of the Local Finance Law, and subject only to the issuance of the Refunding Bonds, as herein authorized, the Village hereby elects to call in and redeem (i) all or a portion of the Series 2004A Bonds maturing on and after September 1, 2015 on September 1, 2014 and (ii) all or a portion of the Series 2005B Bonds maturing on and after August 15, 2016 on August 15, 2015. The sum to be paid therefor on such redemption dates shall be the par value thereof plus the redemption premium, if any, as provided in the issuance proceedings for the Refunded Bonds and the accrued interest to such redemption date. The Escrow Holder is hereby authorized and directed to cause notice of such call for redemption to be given in the name of the Village in the manner and within the times provided in the issuance proceedings for the Refunded Bonds. Such notice of redemption shall be in substantially the form attached to the Escrow Contract. Upon the issuance of the Refunding Bonds, the election to call in and redeem the applicable portion of the Refunded Bonds and direction to the Escrow Holder to cause notice thereof to be given as provided in this paragraph shall become irrevocable, provided that this paragraph may be amended from time to time as may be necessary in order to comply with the notice, requirements of paragraph (a) of Section 53.00 of the Local Finance Law, or any successor law thereto. It is hereby determined that with respect to the series of Refunded Bonds to be called in and redeemed as provided in this Section 7, it is to the financial advantage of the Village not to charge, impose and collect or receive from registered owners of the Refunded Bonds mailing, shipping, insurance or other similar charges in connection with such redemption or calls. Accordingly, pursuant to paragraph (c) of Section

70.00 of the Local Finance Law, no such charges shall be so charged, collected or received by the Chief Fiscal Officer, as fiscal agent.

Section 8. The Refunding Bonds may be sold at either a private or competitive sale and the Village Treasurer is hereby authorized to execute a purchase contract on behalf of the Village for the private sale of the Refunding Bonds, provided that the terms and conditions of such sale shall be approved by the State Comptroller and further provided that, prior to the issuance of the Refunding Bonds the Board of Trustees shall have filed with the Village Clerk a certificate approved by the State Comptroller pursuant to subdivision 2 of paragraph (g) of Section 90.10 of the Local Finance Law setting forth the present value savings to the Village resulting from the issuance of the Refunding Bonds. In connection with such sale, the Board of Trustees of the Village hereby authorizes the preparation of an Official Statement and approves its use in connection with such sale, and further consents to the distribution of a Preliminary Official Statement prior to the date said Official Statement is executed and available for distribution, all in accordance with applicable State and Federal securities laws, rules and regulations.

Section 9. The Board of Trustees of the Village hereby appoints the law firm of Squire Sanders (US) LLP of New York, New York, as bond counsel in connection with the issuance and sale of the Refunding Bonds. The Board of Trustees of the Village hereby appoints the firm of Capital Markets Advisors, LLC of Hopewell Jct., New York, as financial advisor in connection with the issuance and sale of the Bonds. The power to appoint the Escrow Holder, as that term is referred to herein, and a senior managing underwriter for the sale of the Refunding Bonds if sold at private sale, is hereby delegated to the Village Treasurer of the Village, as chief fiscal officer of the Village.

Section 10. Each of the Refunding Bonds authorized by this resolution shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law and the Refunding Bonds shall be general obligations of the Village, payable as to both principal and interest by a general tax upon all the taxable real property within the Village, without limitation as to rate or amount.

Section 11. The Village Treasurer, pursuant to Sections 50.00, 90.00, 90.10 and 168.00 of the Local Finance Law, and all other officers, employees and agents of the Village are hereby authorized and directed for and on behalf of the Village to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby, including to correct or amend the documents and certificates authorized to complete the transactions contemplated by this resolution.

Section 12. All other matters pertaining to the terms, issuance and sale of the Refunding Bonds consistent with the provisions of Section 90.10 of the Local Finance Law shall be determined by the Village Treasurer and the powers in connection therewith not otherwise heretofore delegated thereto are hereby delegated to the Village Treasurer.

Section 13. The Village intends to issue the obligations authorized by this resolution to finance the costs of the purposes described herein for the completion of the Refunding Financial Plan. The Village covenants for the benefit of the holders of the Refunding Bonds that it will not make any use of (a) the proceeds of the Refunding Bonds, any funds reasonably expected to be used to pay the principal of or interest on the Refunding Bonds or any other funds of the Village, and (b) the purposes financed with the proceeds of the Refunding Bonds, which would cause the interest on which to become subject to Federal income taxation under the Internal Revenue Code of 1986, as amended (the "Code") (except for the federal alternative minimum tax imposed on corporations by

Section 55 of the Code), or subject the Village to any penalties under Section 148 of the Code, and that it will not take any action or omit to take any action with respect to the Refunding Bonds or the proceeds thereof, if such action or omission would cause the interest on the Refunding Bonds to become subject to Federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by Section 55 of the Code), or subject the Village to any penalties under Section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Refunding Bonds or any other provision hereof until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of the Refunding Bonds may be applied to reimburse expenditures or commitments made for the purposes on or after a date which is not more than sixty (60) days prior to the adoption date of this resolution by the Village.

Section 14. For the benefit of the holders and beneficial owners from time to time of the Refunding Bonds, the Village agrees, in accordance with and as an obligated person with respect to the Refunding Bonds under, Rule 15c2-12 promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934 (the "Rule"), to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner, as may be required for purposes of the Rule. In order to describe and specify certain terms of the Village's continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the Village Treasurer is authorized and directed to sign and deliver, in the name and on behalf of the Village, the commitment authorized by subsection 6(c) of the Rule (the "Commitment") to be placed on file with the Village Clerk, which shall constitute the continuing disclosure agreement made by the Village for the benefit of holders and beneficial owners of the Refunding Bonds in

accordance with the Rule, with any changes or amendments that are not inconsistent with this resolution and not substantially adverse to the Village and that are approved by the Village Treasurer on behalf of the Village, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed, collectively by this paragraph and the Commitment, shall be the Village's continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the Village would be required to incur to perform thereunder. The Village Treasurer is further authorized and directed to establish procedures in order to ensure compliance by the Village with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the Village Treasurer shall consult with, as appropriate, the Village Attorney and bond counsel or other qualified independent special counsel to the Village and shall be entitled to rely upon any legal advice provided by the Village Attorney or such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 15. The validity of the Refunding Bonds may be contested only if such obligations are authorized for objects or purposes for which the Village is not authorized to expend money, or the provisions of law which should be complied with at the date of the publication of this resolution, are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty (20) days after the date of publication, or if said obligations are authorized in violation of the provisions of the Constitution of New York.

Section 16. When this bond resolution takes effect, it shall be published in full by the Village Clerk, together with a notice in substantially the form prescribed by Section 81.00 of the

Local Finance Law, and such publication shall be in The Journal News, a newspaper having a general circulation in the Village and which is hereby designated as the official newspaper of the Village for such purpose.

Section 17. This bond resolution shall take effect immediately upon its adoption by the Board of Trustees of the Village.

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

Village of Port Chester, New York

Exhibit A to the Refunding Bond Resolution,

Dated March 17, 2014,

of the Village of Port Chester

in the County of Westchester, State of New York

\$5,475,000 Public Improvement Refunding Serial Bonds - Estimated Debt Service

<u>Maturity Date</u>	<u>Principal Amount</u>
8/15/2014	\$100,000
8/15/2015	320,000
8/15/2016	580,000
8/15/2017	590,000
8/15/2018	595,000
8/15/2019	605,000
8/15/2020	615,000
8/15/2021	625,000
8/15/2022	345,000
8/15/2023	355,000
8/15/2024	365,000
8/15/2025	380,000

Exhibit B to the Refunding Bond Resolution,

dated March 17, 2014

of the Village of Port Chester,

County of Westchester, State of New York

Refunding Financial Plan

I, **JANUSZ R. RICHARDS**, Clerk of the Village of Port Chester, located in the County of Westchester, State of New York (the "Village"), HEREBY CERTIFY as follows:

1. A regular meeting of the Board of Trustees of the Village was duly held on March 17, 2014, and minutes of such meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of meetings of the Board of Trustees of the Village.

2. I have compared the attached extract with such minutes so recorded and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.

3. Such minutes correctly state the time when such meeting was convened and the place where such meeting was held and the members of the Board of Trustees of the Village who attended such meeting.

4. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village, this ___ day of March, 2014.

(SEAL)

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

VILLAGE OF PORT CHESTER
COUNTY OF WESTCHESTER, NEW YORK

ESTOPPEL NOTICE

The resolution published herewith was adopted by the Board of Trustees of the Village of Port Chester, located in the County of Westchester, State of New York (the "Village") on March 17, 2014. The validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Village is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this resolution, or such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Date: _____, 2014

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

Village of Port Chester

Westchester County, New York

\$5,475,000 Public Improvement Refunding Serial Bonds, Series 2014

Prevailing 'AA' Rates plus 25 bps - 1.29.14

Project Summary

Dated 04/15/2014 | Delivered 04/15/2014

	2004 Bonds	2005 Bonds	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$2,010,000.00	\$3,465,000.00	\$5,475,000.00
Total Sources	\$2,010,000.00	\$3,465,000.00	\$5,475,000.00
Uses Of Funds			
Total Underwriter's Discount (1.000%)	20,100.00	34,650.00	54,750.00
Costs of Issuance	27,534.25	47,465.75	75,000.00
Deposit to Net Cash Escrow Fund	1,962,294.84	3,380,168.31	5,342,463.15
Rounding Amount	70.91	2,715.94	2,786.85
Total Uses	\$2,010,000.00	\$3,465,000.00	\$5,475,000.00

Flow of Funds Detail

State and Local Government Series (SLGS) rates for Date of OMP Candidates	1/29/2014	1/29/2014	1/29/2014
Primary Purpose Fund Solution Method	Net Funded	Net Funded	Net Funded
Total Cost of Investments	\$1,962,294.84	\$3,380,168.31	\$5,342,463.15
Interest Earnings @ 0.133%	298.91	6,580.44	6,879.35
Total Draws	\$1,962,593.75	\$3,386,748.75	\$5,349,342.50

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 2.232%(AIC)	120,589.81	78,927.92	197,006.68
Contingency or Rounding Amount	70.91	2,715.94	2,786.85
Net Present Value Benefit	\$120,660.72	\$81,643.86	\$199,793.53
Net PV Benefit / \$5,120,000 Refunded Principal	6.268%	2.555%	3.902%
Net PV Benefit / \$5,475,000 Refunding Principal	6.003%	2.356%	3.649%

Bond Statistics

Average Life	4.301 Years	6.835 Years	5.905 Years
Average Coupon	1.6253172%	2.4864527%	2.2561862%
Net Interest Cost (NIC)	1.8578215%	2.6327479%	2.4255336%
Bond Yield for Arbitrage Purposes	2.2321677%	2.2321677%	2.2321677%
True Interest Cost (TIC)	1.8608898%	2.6247329%	2.4161014%
All Inclusive Cost (AIC)	1.6169677%	2.4628294%	2.2321677%

Village of Port Chester

Westchester County, New York

\$5,475,000 Public Improvement Refunding Serial Bonds, Series 2014

Prevailing 'AA' Rates plus 25 bps - 1.29.14

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
08/15/2014	100,000.00	0.470%	32,881.50	132,881.50
02/15/2015	-	-	49,087.25	49,087.25
08/15/2015	320,000.00	0.540%	49,087.25	369,087.25
02/15/2016	-	-	48,223.25	48,223.25
08/15/2016	580,000.00	0.680%	48,223.25	628,223.25
02/15/2017	-	-	46,251.25	46,251.25
08/15/2017	590,000.00	0.890%	46,251.25	636,251.25
02/15/2018	-	-	43,625.75	43,625.75
08/15/2018	595,000.00	1.230%	43,625.75	638,625.75
02/15/2019	-	-	39,966.50	39,966.50
08/15/2019	605,000.00	1.550%	39,966.50	644,966.50
02/15/2020	-	-	35,277.75	35,277.75
08/15/2020	615,000.00	2.000%	35,277.75	650,277.75
02/15/2021	-	-	29,127.75	29,127.75
08/15/2021	625,000.00	2.380%	29,127.75	654,127.75
02/15/2022	-	-	21,690.25	21,690.25
08/15/2022	345,000.00	2.700%	21,690.25	366,690.25
02/15/2023	-	-	17,032.75	17,032.75
08/15/2023	355,000.00	2.940%	17,032.75	372,032.75
02/15/2024	-	-	11,814.25	11,814.25
08/15/2024	365,000.00	3.090%	11,814.25	376,814.25
02/15/2025	-	-	6,175.00	6,175.00
08/15/2025	380,000.00	3.250%	6,175.00	386,175.00
02/15/2026	-	3.250%	-	-
Total	\$5,475,000.00	-	\$729,425.00	\$6,204,425.00

Yield Statistics

Bond Year Dollars	\$32,330.00
Average Life	5.905 Years
Average Coupon	2.2561862%
Net Interest Cost (NIC)	2.4255336%
True Interest Cost (TIC)	2.4161014%
Bond Yield for Arbitrage Purposes	2.2321677%
All Inclusive Cost (AIC)	2.2321677%

IRS Form 8038

Net Interest Cost	2.2561862%
Weighted Average Maturity	5.905 Years

Village of Port Chester

Westchester County, New York

\$5,475,000 Public Improvement Refunding Serial Bonds, Series 2014

Prevailing 'AA' Rates plus 25 bps - 1.29.14

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
05/31/2014	-	-	-	-	-
05/31/2015	181,968.75	488,825.00	670,793.75	691,845.00	21,051.25
05/31/2016	417,310.50	255,000.00	672,310.50	693,670.00	21,359.50
05/31/2017	674,474.50	-	674,474.50	699,598.75	25,124.25
05/31/2018	679,877.00	-	679,877.00	704,615.00	24,738.00
05/31/2019	678,592.25	-	678,592.25	703,366.25	24,774.00
05/31/2020	680,244.25	-	680,244.25	700,927.50	20,683.25
05/31/2021	679,405.50	-	679,405.50	702,452.50	23,047.00
05/31/2022	675,818.00	-	675,818.00	707,536.25	31,718.25
05/31/2023	383,723.00	-	383,723.00	392,757.50	9,034.50
05/31/2024	383,847.00	-	383,847.00	393,595.00	9,748.00
05/31/2025	382,989.25	-	382,989.25	388,743.75	5,754.50
05/31/2026	386,175.00	-	386,175.00	393,085.00	6,910.00
Total	\$6,204,425.00	\$743,825.00	\$6,948,250.00	\$7,172,192.50	\$223,942.50

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	197,006.68
Net PV Cashflow Savings @ 2.232%(AIC)	197,006.68
Contingency or Rounding Amount	2,786.85
Net Present Value Benefit	\$199,793.53
Net PV Benefit / \$5,120,000 Refunded Principal	3.902%
Net PV Benefit / \$5,475,000 Refunding Principal	3.649%

Refunding Bond Information

Refunding Dated Date	4/15/2014
Refunding Delivery Date	4/15/2014

Village of Port Chester

Westchester County, New York

\$5,475,000 Public Improvement Refunding Serial Bonds, Series 2014

Prevailing 'AA' Rates plus 25 bps - 1.29.14

Escrow Fund Cashflow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
04/15/2014	-	-	-	1.15	-	1.15
08/15/2014	62,262.00	0.040%	1,654.54	63,916.54	63,916.25	1.44
09/01/2014	1,962,294.00	0.040%	298.91	1,962,592.91	1,962,593.75	0.60
02/15/2015	61,433.00	0.080%	2,483.55	63,916.55	63,916.25	0.90
08/15/2015	3,256,473.00	0.150%	2,442.35	3,258,915.35	3,258,916.25	-
Total	\$5,342,462.00	-	\$6,879.35	\$5,349,342.50	\$5,349,342.50	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield
Cash Deposit	1.15
Cost of Investments Purchased with Bond Proceeds	5,342,462.00
Total Cost of Investments	\$5,342,463.15
Target Cost of Investments at bond yield	\$5,236,268.55
Actual positive or (negative) arbitrage	(106,194.60)
Yield to Receipt	0.1334394%
Yield for Arbitrage Purposes	2.2321677%
State and Local Government Series (SLGS) rates for	1/29/2014

Village of Port Chester

Westchester County, New York

\$5,475,000 Public Improvement Refunding Serial Bonds, Series 2014

Prevailing 'AA' Rates plus 25 bps - 1.29.14

Escrow Summary Cost

Maturity	Type	Coupon	Yield	\$ Price	Par Amount	Principal Cost	+Accrued Interest	= Total Cost
Escrow								
08/15/2014	SLGS-CI	0.040%	0.040%	100.0000000%	62,262	62,262.00	-	62,262.00
09/01/2014	SLGS-CI	0.040%	0.040%	100.0000000%	1,962,294	1,962,294.00	-	1,962,294.00
02/15/2015	SLGS-CI	0.080%	0.080%	100.0000000%	61,433	61,433.00	-	61,433.00
08/15/2015	SLGS-NT	0.150%	0.150%	100.0000000%	3,256,473	3,256,473.00	-	3,256,473.00
Subtotal		-	-	-	\$5,342,462	\$5,342,462.00	-	\$5,342,462.00
Total		-	-	-	\$5,342,462	\$5,342,462.00	-	\$5,342,462.00

Escrow

Cash Deposit	1.15
Cost of Investments Purchased with Bond Proceeds	5,342,462.00
Total Cost of Investments	\$5,342,463.15

Delivery Date 4/15/2014

Village of Port Chester

Westchester County, New York

\$5,475,000 Public Improvement Refunding Serial Bonds, Series 2014

Prevailing 'AA' Rates plus 25 bps - 1.29.14

Summary Of Bonds Refunded

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 9/01/2004 Delivered 9/01/2004							
2004 Bonds	09/01/2015	Serial	Coupon	3.625%	240,000	09/01/2014	100.000%
2004 Bonds	09/01/2016	Serial	Coupon	3.750%	255,000	09/01/2014	100.000%
2004 Bonds	09/01/2017	Serial	Coupon	3.750%	265,000	09/01/2014	100.000%
2004 Bonds	09/01/2018	Serial	Coupon	4.000%	275,000	09/01/2014	100.000%
2004 Bonds	09/01/2019	Serial	Coupon	4.000%	285,000	09/01/2014	100.000%
2004 Bonds	09/01/2020	Serial	Coupon	4.000%	295,000	09/01/2014	100.000%
2004 Bonds	09/01/2021	Serial	Coupon	4.125%	310,000	09/01/2014	100.000%
Subtotal	-			-	\$1,925,000	-	-
	-			-	-	-	-
Dated 10/15/2005 Delivered 10/15/2005							
2005 Bonds	08/15/2016	Serial	Coupon	3.800%	260,000	08/15/2015	100.000%
2005 Bonds	08/15/2017	Serial	Coupon	3.850%	275,000	08/15/2015	100.000%
2005 Bonds	08/15/2018	Serial	Coupon	3.850%	285,000	08/15/2015	100.000%
2005 Bonds	08/15/2019	Serial	Coupon	3.900%	295,000	08/15/2015	100.000%
2005 Bonds	08/15/2020	Serial	Coupon	3.950%	310,000	08/15/2015	100.000%
2005 Bonds	08/15/2021	Serial	Coupon	4.000%	325,000	08/15/2015	100.000%
2005 Bonds	08/15/2022	Serial	Coupon	4.050%	340,000	08/15/2015	100.000%
2005 Bonds	08/15/2023	Serial	Coupon	4.100%	355,000	08/15/2015	100.000%
2005 Bonds	08/15/2024	Serial	Coupon	4.150%	365,000	08/15/2015	100.000%
2005 Bonds	08/15/2025	Serial	Coupon	4.200%	385,000	08/15/2015	100.000%
Subtotal	-			-	\$3,195,000	-	-
Total	-			-	\$5,120,000	-	-

Village of Port Chester

Westchester County, New York

\$2,010,000 Public Improvement Refunding Serial Bonds, Series 2014

Prevailing 'AA' Rates plus 25 bps - 1.29.14

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
05/31/2014	-	-	-	-	-
05/31/2015	62,048.92	234,025.00	296,073.92	309,212.50	13,138.58
05/31/2016	295,654.50	-	295,654.50	310,837.50	15,183.00
05/31/2017	298,990.50	-	298,990.50	316,706.25	17,715.75
05/31/2018	301,809.50	-	301,809.50	316,956.25	15,146.75
05/31/2019	298,841.50	-	298,841.50	316,487.50	17,646.00
05/31/2020	299,910.75	-	299,910.75	315,287.50	15,376.75
05/31/2021	299,802.00	-	299,802.00	313,687.50	13,885.50
05/31/2022	293,451.00	-	293,451.00	316,393.75	22,942.75
Total	\$2,150,508.67	\$234,025.00	\$2,384,533.67	\$2,515,568.75	\$131,035.08

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	120,589.81
Net PV Cashflow Savings @ 1.617%(AIC)	120,589.81
Contingency or Rounding Amount	70.91
Net Present Value Benefit	\$120,660.72
Net PV Benefit / \$1,925,000 Refunded Principal	6.268%
Net PV Benefit / \$2,010,000 Refunding Principal	6.003%

Refunding Bond Information

Refunding Dated Date	4/15/2014
Refunding Delivery Date	4/15/2014

Village of Port Chester

Westchester County, New York

\$3,712,500 Public Improvement Serial Bonds, Series 2004A

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
09/01/2014	1,925,000.00	37,593.75	1,962,593.75	-	3.500%	37,593.75	37,593.75
03/01/2015	-	-	-	-	-	37,593.75	37,593.75
09/01/2015	-	-	-	240,000.00	3.625%	37,593.75	277,593.75
03/01/2016	-	-	-	-	-	33,243.75	33,243.75
09/01/2016	-	-	-	255,000.00	3.750%	33,243.75	288,243.75
03/01/2017	-	-	-	-	-	28,462.50	28,462.50
09/01/2017	-	-	-	265,000.00	3.750%	28,462.50	293,462.50
03/01/2018	-	-	-	-	-	23,493.75	23,493.75
09/01/2018	-	-	-	275,000.00	4.000%	23,493.75	298,493.75
03/01/2019	-	-	-	-	-	17,993.75	17,993.75
09/01/2019	-	-	-	285,000.00	4.000%	17,993.75	302,993.75
03/01/2020	-	-	-	-	-	12,293.75	12,293.75
09/01/2020	-	-	-	295,000.00	4.000%	12,293.75	307,293.75
03/01/2021	-	-	-	-	-	6,393.75	6,393.75
09/01/2021	-	-	-	310,000.00	4.125%	6,393.75	316,393.75
Total	\$1,925,000.00	\$37,593.75	\$1,962,593.75	\$1,925,000.00	-	\$356,543.75	\$2,281,543.75

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	4/15/2014
Average Life	4.539 Years
Average Coupon	3.9755675%
Weighted Average Maturity (Par Basis)	4.539 Years

Refunding Bond Information

Refunding Dated Date	4/15/2014
Refunding Delivery Date	4/15/2014

Village of Port Chester

Westchester County, New York

\$3,465,000 Public Improvement Refunding Serial Bonds, Series 2014

Prevailing 'AA' Rates plus 25 bps - 1.29.14

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
05/31/2014	-	-	-	-	-
05/31/2015	119,919.83	254,800.00	374,719.83	382,632.50	7,912.67
05/31/2016	121,656.00	255,000.00	376,656.00	382,832.50	6,176.50
05/31/2017	375,484.00	-	375,484.00	382,892.50	7,408.50
05/31/2018	378,067.50	-	378,067.50	387,658.75	9,591.25
05/31/2019	379,750.75	-	379,750.75	386,878.75	7,128.00
05/31/2020	380,333.50	-	380,333.50	385,640.00	5,306.50
05/31/2021	379,603.50	-	379,603.50	388,765.00	9,161.50
05/31/2022	382,367.00	-	382,367.00	391,142.50	8,775.50
05/31/2023	383,723.00	-	383,723.00	392,757.50	9,034.50
05/31/2024	383,847.00	-	383,847.00	393,595.00	9,748.00
05/31/2025	382,989.25	-	382,989.25	388,743.75	5,754.50
05/31/2026	386,175.00	-	386,175.00	393,085.00	6,910.00
Total	\$4,053,916.33	\$509,800.00	\$4,563,716.33	\$4,656,623.75	\$92,907.42

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	78,927.92
Net PV Cashflow Savings @ 2.463%(AIC)	78,927.92
Contingency or Rounding Amount	2,715.94
Net Present Value Benefit	\$81,643.86
Net PV Benefit / \$3,195,000 Refunded Principal	2.555%
Net PV Benefit / \$3,465,000 Refunding Principal	2.356%

Refunding Bond Information

Refunding Dated Date	4/15/2014
Refunding Delivery Date	4/15/2014

Village of Port Chester

Westchester County, New York

\$5,100,000 Public Improvement Serial Bonds, Series 2005B

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
08/15/2014	-	63,916.25	63,916.25	-	4.000%	63,916.25	63,916.25
02/15/2015	-	63,916.25	63,916.25	-	-	63,916.25	63,916.25
08/15/2015	3,195,000.00	63,916.25	3,258,916.25	-	4.000%	63,916.25	63,916.25
02/15/2016	-	-	-	-	-	63,916.25	63,916.25
08/15/2016	-	-	-	260,000.00	3.800%	63,916.25	323,916.25
02/15/2017	-	-	-	-	-	58,976.25	58,976.25
08/15/2017	-	-	-	275,000.00	3.850%	58,976.25	333,976.25
02/15/2018	-	-	-	-	-	53,682.50	53,682.50
08/15/2018	-	-	-	285,000.00	3.850%	53,682.50	338,682.50
02/15/2019	-	-	-	-	-	48,196.25	48,196.25
08/15/2019	-	-	-	295,000.00	3.900%	48,196.25	343,196.25
02/15/2020	-	-	-	-	-	42,443.75	42,443.75
08/15/2020	-	-	-	310,000.00	3.950%	42,443.75	352,443.75
02/15/2021	-	-	-	-	-	36,321.25	36,321.25
08/15/2021	-	-	-	325,000.00	4.000%	36,321.25	361,321.25
02/15/2022	-	-	-	-	-	29,821.25	29,821.25
08/15/2022	-	-	-	340,000.00	4.050%	29,821.25	369,821.25
02/15/2023	-	-	-	-	-	22,936.25	22,936.25
08/15/2023	-	-	-	355,000.00	4.100%	22,936.25	377,936.25
02/15/2024	-	-	-	-	-	15,658.75	15,658.75
08/15/2024	-	-	-	365,000.00	4.150%	15,658.75	380,658.75
02/15/2025	-	-	-	-	-	8,085.00	8,085.00
08/15/2025	-	-	-	385,000.00	4.200%	8,085.00	393,085.00
Total	\$3,195,000.00	\$191,748.75	\$3,386,748.75	\$3,195,000.00	-	\$951,823.75	\$4,146,823.75

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	4/15/2014
Average Life	7.186 Years
Average Coupon	4.0527802%
Weighted Average Maturity (Par Basis)	7.186 Years

Refunding Bond Information

Refunding Dated Date	4/15/2014
Refunding Delivery Date	4/15/2014

REPORT
OF
THE VILLAGE MANAGER



Village of Port Chester

Office of the Village Manager

MEMORANDUM

TO: Mayor and the Board of Trustees

FROM: Christopher D. Steers, Village Manager

DATE: March 17th, 2014

RE: Updates

INITIATIVES:

- 1. VPCIDA:** As you are aware Friday 1/17/14 was the closing date for submissions for the RFP for Technical Assistance on Port Chester Public Schools Overcrowding, and Mitigation Analysis Relating to Housing and Economic Growth Potentials. Presentations were given by each proposer at a joint meeting with the PCIDA and BOT on February 12th. The following two consultants were chosen as finalists: Milone & MacBroom, Inc. and Urbanomics.

Again, the desired end result is a better understanding of the issue as well as the development of a defensible formula/mitigation charge/strategy per student that would be mandatory for any residential development within the overlay zones and potentially Village wide; now through a SEQRA process. The fee/mitigation itself would go directly towards mitigating the cost of additional class rooms and perhaps administration as well. The inherent benefit of this methodology: to streamline the SEQRA process, and to standardize how such data is analyzed; thereby removing the uncertainty involved therein.

- 2.** Staff and the assigned Board members held a follow up meeting with the two finalists on March 5th, in order to clarify the needs and request an adjusted scope of services. We have received both such revised scopes. As may be imagined the revised scope(s) have come in higher than the initial one:

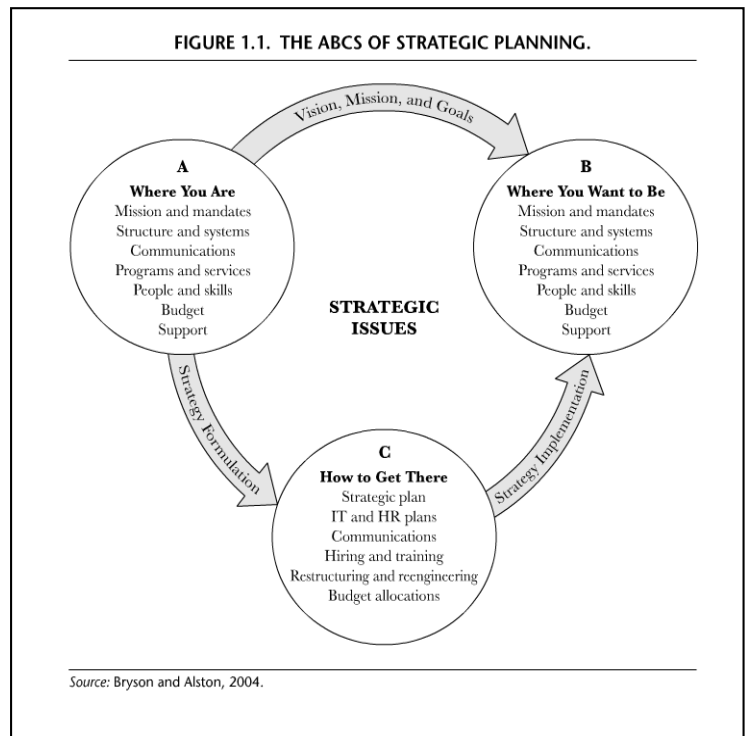
(Milone & MacBroom, Inc. at \$135,000.00 and Urbanomics at \$107,000.00). In the end we believe we can successfully negotiate to the amount discussed and approved by the IDA Board.

3. **National Development Council:** Again, NDC and their partners at STV, Inc. gave a presentation on the conceptual sitting of a municipal complex. The results of the presentation was a request for quotes in phases as to the costs involved in taking the preliminary analysis to the next level. The proposals are included in the BOT packet and up for discussion and action at this meeting.

4. **Strategic Planning:** We have undertaken in earnest a strategic planning process. We are looking at the basic challenge of how we capitalize on the Village’s physical, social, economic and human capital; for the immediate and long-range protection, enhancement, growth, and development of Port Chester. Our focus is on the major elements of the Village’s built environment, including maintenance and enhancement of residential neighborhoods; revitalization of commercial areas and the waterfront; strengthening of industrial areas; improvement of transportation and infrastructure facilities; and identifying opportunities for new development. The strategies, once implemented, are intended to guide development and preservation patterns in a proactive and predictable manner and ultimately realize the Village’s vision for a sustainable and prosperous future. The chief vehicle for implementation of these strategies is generally a strategic plan.

Again, strategic planning has been described as: “A disciplined effort to produce fundamental decisions and actions that shape and guide what an organization is, what it does, and why it does it”.

The strategic planning process brings focus on and emphasizes the future implications of current decisions. Once goals, objectives, measures, and action steps are established thereunder they are hard wired into a 2-5 year plan that established dedication of resources, organizational guidance, and Continuity in mission. The process itself requires some commitment and if followed yields tangible rewards.



The next BOT workshop / planning session is scheduled for:

Saturday March 22nd, 2014.

From 9AM – 2 PM

At the Doral Arrowwood 975 Anderson Hill Rd · Rye Brook, NY · 10573

(See attached agenda)

- 5. Property Condition Study RFP:** Again, The data needed to properly evaluate property improvement strategies include: housing and health code violations, structural deficiencies, tax delinquencies, judgment and mechanics liens, mortgage defaults, zoning code violations, etc. Proper assemblage of this data can identify areas within which blight is pervasive or areas of opportunity for rehab, expansion, and improvement of existing buildings. The RFP will call on the consultant to give us criteria for identifying the discrete areas that should be studied based on available strategies and funding as well as the data set that you need to develop a range of strategies including urban renewal, neighborhood revitalization, selective demolition, economically feasible rehabilitation, brownfield remediation, etc. Further, a property condition study would identify areas where energy conservation can be effective through a variety of on-site generation techniques.

The RFP is essentially complete pending any necessary legal review. The RFP has been amended to incorporate Trustee comments and subsequently reviewed by Professor John Nolon of the Pace Land Use Law Center for legal sufficiency. Additional comments are currently being solicited from special counsel, Mark Chertok, Esq. Our target release date is on or about March 31st.

ACTIONS:

Budget: Budget preparation has been underway for some time. Certain unavoidable but unintentional delays in process were due to staff transition in the Town Assessors office. To err on the side of caution, my Tentative Budget will not be given to the Clerk until March 20th; and thereafter “presented” to the BOT by the Clerk on March 22nd. The Village Manager’s budget presentation will be done on at the April 7th regular BOT meeting.

PROJECTS:

1. Town of Rye Move: The Town of Rye and their contracted architect have developed a preliminary set of construction drawings for the project which includes a proposed new pair of heating units for the third floor. The Town has produced a bid specification using the current construction proposal and issued same. Apparently the responses to the bid are very high so the Town is in the process of making some adjustments to the bid specs, etc... the original plans were reviewed with the Town's Architect. At this time we have a building permit application and a letter to waive fees, but no final plans contractor information / insurances etc... or re-submission at this point. I spoke to the Town representative on Friday March 14th, and they expect to be at least a month behind on their target occupancy date.

2. 350 North Main Street: The proposed capital improvements to the building continue to move forward.

- All PESH Violations have been corrected and the case has been closed (attached).
- Again, the evidence room build out is now being staged. Demolition in progress and evidence inventory is underway.
- PROJECT TARGET SCHEDULE

1. Confirm preliminary design and scope February 6

COMPLETE

2. Prepare bid document plans and specs 3 weeks February 6 – February 27

COMPLETE

3. Bidding, Building Permit approval 1 week February 28 – March 7

COMPLETE

(Note: minor adjustments to encourage a larger pool of bidders being made).

4. Bid evaluation, Contract award, Demolition by Village staff. 1 week March 10 – March 14.

UNDERWAY

(Note: bid evaluation pending bid closing date on Friday 3/21/14).

5. Construction 11 weeks March 17 – May 30*

*Court offices possibly complete in 7 weeks by May 1st.

PENDING

3. **Pay Station / Meters:** 44 of the 46 Pay stations for phase II have been installed (remaining two pending pad installation). Debugging and other adjustments being made as issues arise. Complaints are being addressed; the majority of the issues have been related to user error, however some of the issues relate to availability of manpower. The Midland and Horton Avenue pay station project is in progress. Research is underway relating to costing out pay station shelters for installation where needed.
4. **Westchester Avenue Intersection Improvements:** Verde will begin the overhead signal installation on 3/24. They state they encountered overhead utility issues which held up the signal foundation installation. They have received the concrete testing reports confirming the poles can be set. Apparently, it will be about 2 weeks per intersection for signal installation. Once the signal cabinets are installed Con Edison will hook up power. Traffic inductance loops can be installed once the road temperature stays a consistent 40°. When power is established we can activate the 2 new signals and remove the existing. All remaining sidewalk repairs will be done at this time. As long as the weather cooperates and Con Edison energizes in a timely fashion the project should be substantially complete by 4/30.

PRIORITIES

1. **Sewer Rent:** As you are aware at the February 18th, 2014 BOT meeting the public hearing was closed relating provisions to adding provisions to Chapter 269, previously reserved, to be entitled “Sewer Rents”; and to establish sewer rent rate at \$1.300020/CCF of water consumption. Further the Public Service Commission granted the joint petition on February 25th, 2014 (attached).

Staff continues to work very closely with United Water on the implementation and we maintain almost daily contact in order to maintain our implementation deadlines. As we move forward with said implementation it is important to note that as part of the process the Village need so do significant outreach to the community. Towards that end the Village Newsletter speaks to the

approval and implementation of the new Sewer Rent program and serves as the first in an outreach effort.

The next step will be to host some public meetings to do Q & A on the specifics of the program. I can endeavor to coordinate those on my own but would suggest some Board participation at these public forums. I would suggest that we hold one at senior center and one at another location within the Village; perhaps the Library or Carver Center.

2. **Bulkhead:** The required Pre-Application Meeting Form, along with a conceptual plan and rationale for filling the Cove, suggests meeting agenda and Department of State descriptive grant application and subsequent approval are in the hands of the NYSDEC. The Mayor and Staff met with NYSDEC on site on Friday March 7th, with a follow up conference at Village Hall. Representatives from NYSDEC were helpful and initially intransigent but ended up very interested due to how the discussions evolved.

In sum NYSDEC signaled that a complete filling of the cove would be an uphill battle, however a partial decking/bridging of the cove combined with a more ecologically friendly bulkhead design would possibly be a home run. The NYSDEC representatives suggested that the replacement project be phased in order to keep the project moving forward. At this time I am seeking advice from various sources prior to making a recommendation to the BOT on a viable course of action.

INFORMATION

- ❖ As a follow up to the meeting the Mayor and I had with Joan Thomas, and Tom Kissner in January; we attended the monthly NAACP meeting at the Carver center on March 4th. The conversation was informative surrounded a multitude of issues from a suggested need for more activities for teenagers within the Village, to questions about the “Property Condition Study” RFP.

Attachments.

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



VILLAGE OF PORT CHESTER
DEPARTMENT OF PLANNING & DEVELOPMENT
222 Grace Church Street, Rm. 202
Port Chester, NY 10573
(P) 914.937.6780
(F) 914.939-2733

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

To: Mayor Pagano and Board of Trustees

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

Re: Strategic Planning Workshop Agenda and Back-Up Materials

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

Date: March 14, 2014

Find the attached agenda for the upcoming Strategic Planning Workshop to be held Saturday March 22nd from 9am-2pm at Doral Arrowwood in Rye Brook. The half-day session will be facilitated by Professor John Nolon from the Pace University Land Use Law Center and will be primarily focused on economic development strategies and village operations.

Back-up materials listing board and village manager priorities, compliance with adopted plans, and associated funding opportunities has been provided as requested. I will be available to answer any specific questions on the workshop at the board's regularly scheduled March 17th meeting.



VILLAGE BOARD OF TRUSTEES STRATEGIC PLANNING WORKSHOP

SATURDAY, MARCH 22, 2014

9AM - 2 PM

DORAL ARROWWOOD
BRONXVILLE ROOM, 4TH FLOOR
975 ANDERSON HILL RD • RYE BROOK, NY • 10573

- 1. Introduction and Opening Comments: 9:00-9:15AM**
Prof. John Nolon, Pace University Land Use Law Center
- 2. Long-Term Economic Development Strategies and Funding Resources: 9:15-10:00AM**
Prof. John Nolon, Pace University Land Use Law Center

Coffee Break

10:00-10:15am

- 3. Economic Development Opportunity Areas: 10:15-12:00PM**
Planning & Development Staff, Group Discussion
- 4. Enhancing Village Operations: 12:00-1:30PM (Lunch Session)**
Mayor, Village Manager, Group Discussion
- 5. Recap and Next Steps: 1:30-2:00PM**

VILLAGE MANAGER'S PRIORITIES RANKING

PRIORITIES	RANK	SHORT TERM	LONG TERM	ONGOING
Code Enforcement	1			●
Amnesty Program	2	●		
Sewer Rent Project	3	●		
Bulkhead Repair/Replacement/Revetment; District	4		●	●
5 Year Capital Plan	5		●	●
Municipal Center			●	●
5 Year Operating Budget		●		●
Emergency Preparedness		●		●
Information Technology Resource Management		●		●
Performance Management			●	
Risk Management		●		●
Zoning Code Rewrite			●	

Comprehensive Plan Recommendation	Specific Comprehensive Plan Objective	To-Date Progress and Anticipated Project/Progress	VM/BOT Priority	NDC Priority Project	Available Funding/Grants	Village/Staff Resources and Consultants
Maintenance and Enhancement of Residential Neighborhoods	<ul style="list-style-type: none"> #7.7 Pursue strategic upzonings Code enforcement Encourage revitalization of existing housing stock Grant assistance for rehabilitation 	<ul style="list-style-type: none"> Zoning Amendments (2013) Ongoing Housing Study (2011); Property Conditions/Neighborhood Revitalization RFP (draft) Grant Writing Task Force 	Code Enforcement Amnesty 5-Year Capital Plan	Municipal Center	<ul style="list-style-type: none"> NYS Main Street Grant Program CDBG Funding NYS Cleaner, Greener Urban Initiatives Program Empire State Development Grant Funds Excelsior Jobs Program 	<ul style="list-style-type: none"> Planning & Development Code Enforcement Building Department Village Attorney Village Boards/Commissions Outside consultants
Revitalization of Commercial Areas	<ul style="list-style-type: none"> #7.7 Encourage adaptive reuse (comm/indust) -> mixed use #11.8 Balance land uses & development; encourage fiscal impact studies #12.3 Preserve existing comm/indust areas #12.3 Establish a Business Improvement District Foster new economic investment in Central Business District Branding Efforts #12.3 Rehab commercial buildings New zoning recommendations for downtown Attracting new businesses, complementary services Create Economic Development Coordinator position #13.4 New zoning for CBD/TOD opportunities 	<ul style="list-style-type: none"> Developer Interest - Fox Island/United Hospital Site School Enrollment Study - <i>in progress</i> Prelim designs - downtown banner Zoning Amendments (2013) Train Station - transient oriented development -higher intensity land use strategy LDC/IDA collaboration with NDC; Steers, Gomez Zoning Amendments (2013) 	Code Enforcement Amnesty 5-Year Capital Plan	Municipal Center Marina Redevelopment/ Bulkhead Replacement United Hospital Redevelopment	<ul style="list-style-type: none"> NYS Main Street Grant Program CDBG Funding NYS Cleaner, Greener Urban Initiatives Program Empire State Development Grant Funds Excelsior Jobs Program Small Commercial Energy Efficiency Program: Energy Assessments 	<ul style="list-style-type: none"> Planning & Development Code Enforcement Building Department Village Attorney Village Boards/Commissions Outside consultants Chamber of Commerce

Comprehensive Plan Recommendation	Specific Comprehensive Plan Objective	To-Date Progress and Anticipated Project/Progress	VM/BOT Priority	NDC Priority Project	Available Funding/Grants	Village/Staff Resources and Consultants
<p style="text-align: center;">Revitalization of the Waterfront</p>	<p>#12.3</p> <ul style="list-style-type: none"> • Provide for dependent and water-enhanced uses in the Local Waterfront Revitalization Program boundary • Encourage new context-sensitive retail/housing/public space • Create new public space for Village/entertainment use • Transient docks alongside restaurants to encourage out-of-town dollar investment to Village. <p>#13.3</p> <ul style="list-style-type: none"> • Fox Island as area for redevelopment potential <p>Local Waterfront Revitalization Program (2012)</p>	<ul style="list-style-type: none"> • ‘Showboat’ proposal • Developer Interest - Marina parking lot, ‘Retail D’ • Filling of The Cove (part of bulkhead grant) • Zoning Amendments (2012) • Awarded \$225,420 grant through DEC-LWRP • Grant Writing Task Force 	<p>Bulkhead</p> <p>5-Year Capital Plan</p>	<p>Marina Redevelopment/ Bulkhead Replacement</p> <p>Fox Island Redevelopment</p>	<ul style="list-style-type: none"> • NY DOS: LWRP • CDBG Funding • NYS Cleaner, Greener • Empire State Development Grant Funds • Office of Parks/Rec/HP 	<ul style="list-style-type: none"> • Planning & Development • Code Enforcement • Building Department • Village Attorney • Waterfront Commission • Outside consultants
<p style="text-align: center;">Identifying Opportunities for New Development</p>	<p>#7.7</p> <ul style="list-style-type: none"> • Adaptive reuse of older commercial buildings for mixed use • Zoning regulations to accommodate future growth (downtown, train station) • New development consider pedestrian safety/accessibility/mobility <p>#9.0</p> <ul style="list-style-type: none"> • Feasibility of filling the “Gut” into public park • Provide public access to waterfront • Connect Columbus Park to waterfront <p>#12</p> <ul style="list-style-type: none"> • Increase tax base • Provide additional jobs, skilled workforce • Creation of Business Improvement District • Public-Private-Partnerships • Branding for development schemes • Consider Tax Increment Financing District • Supportive trans/infra/development • Leverage IDA/LDC/Chamber of Commerce 	<ul style="list-style-type: none"> • Property Conditions/Neighborhood Revitalization RFP (draft) • Zoning Amendments (2012) • DEC-LWRP \$225,420 grant • Showboat proposal • Fox Island Redevelopment • Redevelopment opportunities • Main Street banner program • Sewer Rent Program 	<p>Bulkhead</p> <p>5-Year Capital Plan</p>	<p>Marina Redevelopment/ Bulkhead Replacement</p> <p>Fox Island Redevelopment</p>	<ul style="list-style-type: none"> • NYS Main Street Grant Program • CDBG Funding • NYS Cleaner, Greener • Urban Initiatives Program • Empire State Development Grant Funds • Excelsior Jobs Program 	<ul style="list-style-type: none"> • Planning & Development • Code Enforcement • Building Department • Village Attorney • Village Boards/Commissions • Outside consultants

*Emailed 2/18/14
Mayor*

FEB 18 2014

RECEIVED

M

DIVISION OF
SAFETY AND HEALTH

PUBLIC EMPLOYEE
SAFETY AND HEALTH BUREAU

INVESTIGATION NARRATIVE

REPORTING DISTRICT:			
INVESTIGATION TYPE	ESTABLISHMENT NAME AND SITE ADDRESS		
COMPLAINT	Port Chester Village Police Department, 350 North Main Street, Port Chester, NY 10573		
ACCIDENT			
PROGRAMMED			
MONITORING			
X FOLLOW-UP	DATE(S) OF INVESTIGATION:	FOLLOW-UP INSPECTION NUMBER	
OTHER	1/7/14	315101634	

A Follow-up inspection was conducted by the NYS Department of Labor Public Employee Safety and Health (PESH) Bureau at the Port Chester Village Police Department located at 350 North Main Street, Port Chester, NY 10573 on 1/7/14. The inspection was conducted by Senior Industrial Hygienist Sushil Mahalwal to determine whether compliance was achieved regarding the orders issued under the Inspection # 315100628.

Employees at this location were represented by PBA.

An opening conference was conducted on 1/7/14. At this time the PESH Act and scope of the inspection were explained to the participants. Present during the opening conference:

- Edward W. Brancati – Human Resources Representative
- Richard Grail– PBA President

The following materials were distributed and explained to participants during the opening conference:

- SH 909 – PESH Act
- SH 907 – Employer’s Rights and Responsibilities pamphlet
- SH 906 – Employee’s Rights and Responsibilities pamphlet

A walkaround inspection of the facility was conducted on 1/7/14. Participating in the walkaround portion of the inspection:

- Edward W. Brancati
- Richard Grail

Citation(s) from inspection # 315100628 were observed as follows:

Citation 1, Item 1 – 29 CFR 1910.1030(c)(1)(i) – Not having Bloodborne Pathogen Program.

Conditions observed: Citation was previously abated and was verified during Monitoring Inspection # 315101360.

A copy of program is in case file.

Determination: Citation was abated.

Citation 1, Item 2 – 29 CFR 1910.1030(f)(2)(i) – All the employees who might have an occupational exposure did not get the hepatitis B vaccine and vaccination series.

Conditions observed: During the inspection, it was established from employees' interviews that the management offered the hepatitis B vaccine and vaccination series. Copy of invoices dated 10/31/2013, 11/7/2013 and 11/30/13 are in case file. Some employees declined to have the hepatitis B vaccine and vaccination series. A copy of declination statement is in the case file.

Determination: Citation was abated

Citation 1, Item 3 - 29 CFR 1910.1030(g)(2)(i) – Not providing Bloodborne Pathogen training to employees who may be exposed to blood or OPIM.

Conditions observed: Citation was previously abated and was verified during Monitoring Inspection # 315101360.

Determination: Citation was abated

Citation 2, Item 1 29 CFR 1910.141(a)(3)(i) – not keeping the place of employment clean to the extent that the nature of the work allowed.

Conditions observed: Citation was previously abated and was verified during Monitoring Inspection # 315101360.

Determination: Citation was abated.

Citation 2, Item 2 29 CFR 1910.1200 (e)(1) – not providing Hazard Communication program.

Conditions observed: Citation was previously abated and was verified during Monitoring Inspection # 315101360.

Determination: Citation was abated.

Citation 2, Item 3 29 CFR1910.1200 (h)(1) – not providing Hazard Communication training.

Conditions observed: Citation was previously abated and was verified during Monitoring Inspection # 315101360.

Determination: Citation was abated.

Citation 2, Item 4 12 NYCRR Part 801.4(a) – not providing SH 900 (injuries & illness log) for the year 2012.

Conditions observed: Citation was previously abated and was verified during Monitoring Inspection # 315101360.

Determination: Citation was abated

A closing conference was conducted on 1/7/14. Present during the closing conference:

Edward W. Brancati

Richard Grail

The following materials were distributed and explained to participants during the closing conference in addition to observations made during the walkaround portion of the inspection.

SH 904 - Closing Conference Pamphlet

All the citations were abated and case is closed.

FAILURE TO ABATE ISSUED:	CSHO NAME (TYPED)	DATE PREPARED
	Sushil Mahalwal	
NO		1/9/14

SH 914 (12-09)

STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

At a session of the Public Service
Commission held in the City of
Albany on February 20, 2014

COMMISSIONERS PRESENT:

Audrey Zibelman, Chair
Patricia L. Acampora
Garry A. Brown
Gregg C. Sayre
Diane X. Burman

CASE 13-W-0312 - Joint Petition of United Water Westchester,
Inc. and Village of Port Chester for Approval
of Use of Utility Asset for Non-Utility
Purpose.

ORDER GRANTING PETITION

(Issued and Effective February 25, 2014)

BY THE COMMISSION:

INTRODUCTION

On July 8, 2013, United Water Westchester, Inc. (UWW) and the Village of Port Chester (Port Chester or the Village) filed a Joint Petition requesting Commission approval of an agreement providing for UWW's use of its utility assets to calculate, bill, and collect sewer system charges for the Port Chester Sewer District. The arrangement would allow UWW to use sewer district residents' water usage data, collected as part of UWW's provision of water service, to calculate sewer bills.¹ On January 21, 2014, the petitioners filed their Sanitary Sewer Service Billing and Collection Agreement (Agreement), executed

¹ The Village will establish a rate for use of its sewer system; UWW will apply the rate to the quantity of water used, after matching its customers on Port Chester tax rolls, to calculate bills; and, it will collect the sewer rent on behalf of the Village, and transmit the revenues to the Village.

on January 1, 2014, establishing the terms and conditions for the arrangement.

Commission approval is required for a public utility to use revenues received from the rendition of public service for any non-utility purpose (PSL §107(1)); and, the Commission provides authorization for the use of customer information for operations other than core utility functions.

The Village currently uses property tax revenues to pay for the costs of operating the sewer system. It is required to reconstruct its sewer system at an estimated cost of \$15 million. The Village determined that a sewer rent based upon water usage would better allocate the project's cost to users of the sewer system which includes tax-exempt properties that currently do not contribute to the support of the sewer system.

In this Order, we grant the Joint Petition subject to certain conditions. We find that the arrangement will not adversely affect UWW's ability to provide adequate service at reasonable rates; ratepayers will directly benefit from the arrangement through the sharing of certain costs; and, the reconstruction of Port Chester's failing sewer system will promote important public interests in protecting public health and the environment. We authorize use of customer usage information to calculate bills for Port Chester since sufficient customer privacy safeguards are established in the Agreement and the otherwise requirement of obtaining the customer consent from approximately 5,500 accounts is not practical.

PUBLIC NOTICE

In accordance with State Administrative Procedure Act (SAPA) §202(1), notice of the petition was published in the State Register on August 7, 2013. On September 12, 2013, Senator George Latimer and Assemblyman Steven Otis submitted

comments in a joint letter. On July 8, 2013, UWW submitted a proposed notice, which it will post on its Web site, explaining its arrangement with Port Chester and the advantages of its billing system.

JOINT PETITION

UWW and Port Chester request Commission authority to use UWW utility assets to compute, bill, and collect sewer rent charges for the Port Chester Water District. The authorization is requested to enable the Village to fund an extensive \$15 million program to upgrade its antiquated sewer system.

Use of Water Usage to Calculate Sewer Rents

The Village of Port Chester, with a population of approximately 28,967, provides sewer service to its citizens, approximately 5,500 accounts; UWW supplies water service in the Village, using water supply that the Village purchases from New York City (New York Administrative Code §24-360 and Public Authorities Law Title 2-A) and Aquarion Water of Connecticut. The Village pays for its sewer system costs with property tax revenues.

The Village is embarking upon a multi-year \$15 million capital program to upgrade its sewer system, which, in some cases, is over 100 years old and originally constructed of clay pipe. In order to equitably spread the reconstruction costs to all users of the sewer system, the Village proposes to establish a sewer rent based upon water usage, because this arrangement generally results in greater billing equity and more accurate recovery of sewer costs, and also recovers sewer system costs from not-for-profit entities that do not pay property taxes. The Joint Petition states that the Village is authorized to impose sewer rents (General Municipal Law (GML) §452) and to charge sewer rents based upon water consumption data (GML §452).

Use of Utility Assets for a Non-Regulated Purpose

The Village requested that UWW provide water usage data for its use in calculating, billing, and collecting sewer rents. The Department of Public Service Staff raised concerns that transfer of customer usage information would conflict with the Commission's policy of protecting consumer privacy and the intent of Public Service Law (PSL) §89-b(6)). That section states that: "No water-works corporation shall sell or offer for sale any list of names of its customers." As a consequence, UWW and Port Chester entered into an agreement by which UWW would provide billing and collection services for the Village's sewer rents. The Commission's approval is required for UWW to dedicate ratepayer-funded assets to non-regulated service (PSL §107). Accordingly, UWW requests a Commission determination authorizing its limited use of utility assets for this non-utility purpose.

Benefits to Water Ratepayers

The Joint Petition states that the ratepayers of UWW and United Water New Rochelle² will receive significant benefits, in the form of compensation for partial use of utility assets, for a non-utility function. The Agreement between UWW and Port Chester will provide for full recovery of specific fixed and incremental costs. The incremental costs include bill stationary and printing, postage, administration of a lockbox, and a separate phone line. The petitioners state that Port Chester will pay a significant portion of the related fixed costs currently borne by UWW and United Water New Rochelle ratepayers, thereby lowering the billing and meter reading

² UWW and United Water New Rochelle share a common work force, including meter readers and customer service and call center personnel to achieve efficiencies and cost reductions. These employees will assume tasks associated with billing for Port Chester sewer rents.

expenses recovered from UWW and UWNR ratepayers. UWW will print the Village of Port Chester logo on sewer bills; establish separate and distinct accounts for sewer rents; and, will make payments to the Village of sewer rent collections the Company has received through deposits it makes to a separate lock box account that is solely under the Village's control.

Usage of Consumer Information

The Joint Petitioners state that they are mindful of consumer privacy concerns and will establish privacy protections, including UWW retention of consumer information and prohibition of disclosure to the Village of customer water usage data. The Village is not seeking to purchase customer lists or obtain water usage data. In the event a customer fails to pay a sewer rent bill, UWW will attempt to collect charges; if UWW is unsuccessful, it will provide certain information to the Village, so that the Village may institute an enforcement action or tax levy.

The Joint Petitioners point out that the Commission permitted the sharing of customer information, when it determined that the information was solely used in connection with analysis related to a customer behavioral program and, accordingly, did not fall within the PSL prohibition against sale of customer lists.

Agreement

The Agreement provides that Port Chester shall reimburse UWW for \$87,566 in one-time set-up costs, and pay an annual fee of \$241,027, beginning three months after the date of the first billing under the Agreement. The annual fee may increase or decrease annually based on the rate of inflation. If UWW provides billing and collection services for other municipalities and achieves economies of scale, the fee to Port

Chester shall be no greater than the fees charged to other municipalities located in the County of Westchester; and, UWW shall provide a credit to Port Chester for any reasonable portion of the Transition Costs for set-up of the billing and collection program. Port Chester shall reimburse UWW for any other incremental fees at cost and has a right to audit UWW sewer rent records. The petitioners intend to render the first bill for sewer rents no later than April 15, 2014, based upon water consumption from June 1, 2013 to the date of the most recent meter reading.

Under the Agreement, the Village shall establish rates for sewer rents, effective upon 45 days notice to UWW; UWW shall render bills quarterly for residential customers and monthly for commercial accounts, consistent with the issuance of UWW bills for water service; if a decision is made to provide monthly, instead of quarterly, billing for sewer service, Port Chester's annual fee shall increase by \$69,790 and the Village is required to pay an additional \$11,765 one-time initial set up charge. The Village shall provide UWW with tax roll account data, designate a lock box account for deposit of charges for sewer rents, and timely report receipt of payments. To the extent UWW provides information to enable the Village to collect for non-payment of sewer rents, the Village agrees not to resell or divulge the data or any other customer information and to treat such data as confidential proprietary information.

The term of the Agreement begins from the effective date of its execution, January 14, 2014, and expires on May 31, 2018. It is conditioned upon the Village of Port Chester Board of Trustees adoption of a local law implementing the sewer rent, approval by the UWW Board of Directors, and Commission approval of the Joint Petition.

COMMENTS

Senator George Latimer and Assemblyman Steven Otis, representatives of the Village, express strong support for reconstruction of the sewer system and urge the Commission to approve the Joint Petition. They state that the proposal for a private/public partnership at a time when fiscal constraints challenge the ability to meet the needs of its citizens serves the public interest. They maintain that authority for UWW to bill for sewer system use based upon water consumption is a logical method for the Village to improve the sewer system and make the EPA-ordered improvements to mitigate outflows to Long Island Sound. As a result of their service on Senate and Assembly Environmental Conservation Committees and other committees and their prior government experience, they understand the Village's needs and its proposal to equitably spread the costs of sewer system usage, upkeep, and maintenance.

The Legislators maintain that the proposed arrangement would not violate PSL §89-b(6), because no sale of customer lists is involved. They state that: the Village and UWW propose a framework that benefits UWW ratepayers and Port Chester residents; the arrangement satisfies consumer privacy concerns because UWW will have sole access to water consumption data, and the Village will not possess any information pertaining to consumption of specific customers.

BACKGROUND

Description of Port Chester and UWW

The Village of Port Chester Sanitary Sewer District encompasses the Village and small sections of the City of Rye and the Village of Rye Brook. The costs of operating the sewer system are recovered through Port Chester's property tax levies.

The residents of Port Chester do not received a separate bill for sewer service.

The Port Chester sewer system is facing several financial challenges. The system has not been properly maintained over the years; and, the United States Environmental Protection Agency (EPA) requires Port Chester to upgrade the sewer system to reduce outflows of sewage to Long Island Sound.

UWW regularly tracks ratepayers' usage through meters in order to bill ratepayers for the water usage. Fire protection service is billed on a per hydrant basis.³

DISCUSSION

UWW possesses experience and expertise in billing and collection services for its water system. The services are related to its primary function and duties; and, its utility assets and property enable the Company to provide sewer rent billing and collection services to Port Chester in a cost-effective manner.

PSL §107 Authority

Given the opportunities for UWW to participate in this endeavor, particularly because its participation benefits its customers and facilitates a Port Chester construction project that is of public importance, we authorize UWW to provide the sewer rent service requested by Port Chester. The transaction is designed to recover the incremental cost of the UWW services provided to Port Chester; and, UWW's water ratepayers are

³ A recently enacted section of the Unconsolidated Laws authorizes municipalities in Westchester County that pay directly for water service provided to fire hydrants to petition the Commission for approval of a water utility rate designed to reallocate these fire protection service costs to the general body of ratepayers (Chapter 433 of the Laws of 2013). A number of municipalities filed petitions, including Port Chester (Case 13-W-0578, Port Chester - Distribution of Public Safety Infrastructure Costs).

benefited by the allocation of non incremental fixed costs to Port Chester. We find that, subject to the modifications contained herein, the compensation arrangement is fair and reasonable for UWW ratepayers and Port Chester.

Accounting and Ratemaking Treatment

We require UWW to directly charge all incremental cost incurred in the provision of sewer billing services to non-utility accounts. Regarding other costs related to sewer billing services, we require UWW to apportion a percentage of meter related costs to sewer non-utility accounts, since the Company will use these utility assets to measure usage for billing purposes for both water and sewer services. The costs should include not only meter reading costs, as proposed in the Company's petition, but also meter infrastructure-related costs. The Company's estimate of the additional costs as adjusted by Staff are reflected on the attached Appendix. These meter infrastructure-related costs would include expenses booked in Account 663 Meter Expense and Account 676 Maintenance of Meters Expense, depreciation of meters, and the Commission-authorized return requirement on the meter investment included in rate base.

UWW is required to allocate meter reading costs based on the number of sewer bills issued as a percentage of total sewer and water bills issued; this is reasonable because the overall level of meter reading costs is related to the number of bills issued. This method of allocation will also accommodate any future decision, authorized in the proposed contract, to bill for sewer service on a monthly, instead of quarterly, basis. The meter investment costs, depreciation, and related Operation and Maintenance costs, however, should be allocated, based on the number of sewer customers as a percentage of the total sewer and water utility customers. These costs do not

vary by the frequency of billing for water service and sewer service.

The Commission has allowed water utilities to retain a portion of rent revenues from the use of water towers by cellular phone providers to locate antennas. Similarly, we will allow UWW to reduce the allocation of sewer non-incremental costs by 50% when charging these costs to non-utility accounts. An estimate of the allocation of the Company's costs for the proposed sewer services based on the methodology described above is presented in the Appendix to this Order. Based on this estimate, ratepayers will benefit by the allocation of approximately \$123,474 in non-incremental costs to non-utility accounts.

The amount of water utility cost reductions that result from sharing of non-incremental costs at UWW under the operation of the Agreement are material.⁴ This reduction in water utility costs is not reflected in UWW's rates. We require UWW to record regulatory liabilities for the amount of non-incremental costs allocated to sewer billing and collections operations, until the Commission makes a determination on its rates in the pending rate proceeding filing.

Ordinarily, we would require full allocation of non-regulated costs to non-regulated businesses to avoid cross subsidization of competitive operations. However, billing for a captive municipality sewer service is not a truly competitive venture and in this instance full allocation would cause the utility shareholders to lose money. Therefore, due to the public and ratepayer benefit associated with this arrangement

⁴ Any allocation of costs between UWW and United Water New Rochelle for the sewer rent service will be considered in their pending rate cases (Case 13-W-0539, United Water New Rochelle Inc. - Rates and Case 13-W-0564, United Water Westchester Inc. - Rates).

the less than full allocation of fixed costs is appropriate to incent the utility to pursue this venture. Our approval of this proposed sewer billing and collection agreement between the UWW and Port Chester and the conditions imposed are related to the specific circumstances presented in the petition and does not authorize or extend to other similar arrangements that UWW may pursue with other municipalities located in its service territory.

Use of Customer Usage Information

The Commission's policy is to restrict use of ratepayer information to core utility functions; and, disclosure to third parties is only authorized when it serves a compelling public or utility interest and, ideally, follows upon the informed consent of the ratepayer. For example, the Commission allowed the unblocking of caller information, without the caller's consent, for transfers of calls to New York City's 311 Municipal Information Call Center to 911, including calls for non-emergency City services.⁵ It reasoned that the action promoted public safety and immediate access to emergency services and served the public interest.

To encourage energy conservation, the Commission authorized electric and gas utilities to provide customer usage data to OPower, an administrator of behavioral modification

⁵ Case 03-C-0171, City of New York - Unblocking Caller ID Information, Order Granting Petition with Conditions (issued April 18, 2003).

programs.⁶ These programs encourage participants to reduce energy consumption through personalized reports comparing their usage to that of similarly situated customers, estimated to induce up to a 2% energy use reduction. The Commission authorized disclosure because OPower is performing a ratepayer-funded utility function; it demonstrated that customer consent was not practical; it needed to obtain access to the information to administer the program; the program encouraged conservation; and, sufficient customer privacy safeguards were established in the agreement.

We authorize UWW's use of customer usage information for calculating, billing, and collecting Port Chester's charges for sewer usage. The Village seeks UWW assistance to establish effective billing and collection services as a means of facilitating financing for its sewage improvement project, in compliance with EPA regulations, and to improve the environment and public health. Accordingly, a compelling public interest supports UWW's limited use of customer usage information for the benefit of Port Chester and advancing the public interest in improving public health and the environment. The residents of Port Chester, who are the same ratepayers who would be affected if the petition is granted, have a direct interest and voice in the Village's actions, which provides another layer of protection against improper use of customer data. It is not practical or feasible for Port Chester to obtain the consent of the estimated 5,500 impacted customer accounts. Under the proposed agreement, UWW maintains possession and control of its

⁶ Case 07-M-0548, Energy Efficiency Portfolio Standard; Case 08-E-1133 - Niagara Mohawk Power Corporation - Energy Efficiency Portfolio Standard; Case 08-E-1135, Central Hudson Gas & electric Corporation - Energy Efficiency Portfolio Standards; and, Case 09-G-0363, Gas Energy Efficiency Programs, Order on Rehearing Granting Petition for Rehearing (issued December 3, 2010).

customers' water usage data throughout the billing and collection process and requirements are established for Port Chester's protection of the confidential nature of any information it obtains to pursue recovery of delinquent amounts. These protections are expected to provide sufficient customer privacy safeguards.

Because this service is separate and apart from UWW's core water service, UWW shall not take advantage of its name recognition in relation to its sewer rent billing and collection service, including, as it states in its petition, the UWW use its name or logo, the name of its parent company, Suez Environment, or its logo, and/or the name and logos of its affiliates. UWW shall use the Village of Port Chester logo on sewer bills and any other communications involving the sewer rent services it provides to Port Chester.

CONCLUSION

We grant the Joint Petition subject to the cost allocation requirements discussed herein. Ratepayers will directly benefit from the arrangement through sharing of certain costs and the reconstruction of Port Chester's failing sewer system will promote important public interests in protecting public health and the environment. We authorize use of customer usage information to calculate bills for Port Chester sewer rents. The program will facilitate reconstruction of the sewer system to advance important public health and environmental interests; the costs and difficulty relating to securing customer consent for approximately 5,500 customer accounts are prohibitive; and, the Agreement establishes sufficient customer privacy safeguards.

The Commission orders:

1. United Water Westchester, Inc. is authorized to enter into an agreement with the Village of Port Chester, effective from the date of its execution, January 13, 2014, and continuing in effect until May 31, 2018, to administer billing and collection services for the Village's sewer rents, in accordance with the discussion in the body of this Order.

2. United Water Westchester, Inc. is required to file with the Secretary within 30 days after the issuance of this order detailed accounting and cost allocation procedures for transactions under this contract including the allocation of costs from affiliates, in accordance with the discussion in the body of this Order.

3. United Water Westchester, Inc. is directed to record regulatory liabilities for the amount of non-incremental costs allocated to sewer billing and collections operations, until the Commission makes a determination relating to recovery of the costs in the Company's pending rate proceeding.

4. The Secretary in her sole discretion may extend the deadlines set forth in this Order, provided the request for such extension is in writing, including a justification for the extension, and filed on a timely basis, which should be on at least one day's notice prior to any affected deadline.

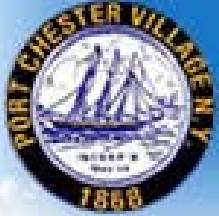
5. This proceeding is closed, after compliance with the requirements in ordering clauses 2 and 3.

By the Commission,

KATHLEEN H. BURGESS
Secretary

Case 13-W-0312									APPENDIX
United Water Westchester Inc.									
Schedule of Allocated Costs for Proposed Village of Port Chester Sewer Billing & Collection Agreement									
	<u>Per Company</u>			<u>Commission Adjustments</u>			<u>Per Commission</u>		
	Incremental	Non-Incremental	Total	Incremental	Non-Incremental	Total	Incremental	Non-Incremental	Total
BILLING	\$ 17,039	\$ 23,950	\$ 40,988			\$ -	\$ 17,039	\$ 23,950	\$ 40,988
CC&B Setup Costs	-	-	-			-	-	-	-
PAYMENT PROCESSING	14,546	6,716	21,262			-	14,546	6,716	21,262
PHONE SERVICE COSTS	1,688	-	1,688			-	1,688	-	1,688
LABOR COSTS	42,058	38,267	80,324		10,341	10,341	42,058	48,607	90,665
MANAGEMENT	-	8,820	8,820			-	-	8,820	8,820
FACILITY	-	8,584	8,584			-	-	8,584	8,584
IT	-	-	-			-	-	-	-
CC&B Depreciation	-	43,207	43,207		(8,873)	(8,873)	-	34,334	34,334
Meter Expense					11,657	11,657	-	11,657	11,657
Meter Maintenance					11,043	11,043	-	11,043	11,043
Total Expenses	75,330	129,543	204,873	-	24,167	24,167	75,330	153,710	229,040
Meter Investment Return Requirement		36,154	36,154		57,084	57,084		93,238	93,238
Total Costs	75,330	165,697	241,027	-	81,250	81,250	75,330	246,947	322,277
Reduction @50%								(123,474)	(123,474)
Total Cost Allocation	75,330	165,697	241,027	-	81,250	81,250	75,330	123,474	198,804

UPDATE FROM THE BUILDING INSPECTOR



Village of
PORT CHESTER, NEW YORK

Building & Code Enforcement Department Monthly Update Report 2014

Overcrowding & Illegal Dwelling Update 2014

In the last report it contained the discovery of multiple illegal dwellings, attic and basement apartments, and several single room occupancies (SRO's) that were discovered through various methods including: Municipal Searches, Fire Inspections, Code Enforcement Inspections, Police and Fire Department Referrals, and Structure Fires. There were a total of 750 illegal occupancies discovered during 2013.

Overcrowding & Illegal Dwelling Update 2014

A number of those properties have come into compliance by various methods, they include:

- Code Enforcement Re-inspection(s)
- Amnesty Applications (for those that qualify)
- Building Department Consultations
- Issuance of a Building Permit
- Issuance of Certificate of Occupancies

Note Those properties that are covered under amnesty have 18 months from the date of consultation to comply.

Overcrowding & Illegal Occupancy Report Totals

Breakdown (2013)

1 & 2 Family Dwellings:	223 represents:	30.5%
Multiple Dwelling 3 or more:	455 represents:	62.3%
Mixed Use Properties:	52 represents:	7.2%

Overcrowding & Illegal Occupancy Compliance Update

- Properties in the process of compliance: 53.9%
- Properties that have attained full compliance: 19.1%
- Properties that have failed to comply: 27.0%



Building Department Monthly Report

Building Department Revenue Performance Review January & February 2014

Revenues Collected

Revenues September 2013:	\$54,696.99
Revenues October 2013:	\$44,302.50 (Castle removed)
Revenues November 2013:	\$56,379.50
Revenues December 2013:	\$70,326.50
Revenues January 2014:	\$85,818.00
Revenues February 2014:	\$44,266.00 Dip Represents Winter Storm Activity
Fiscal Deposits to Date:	\$808,567.00

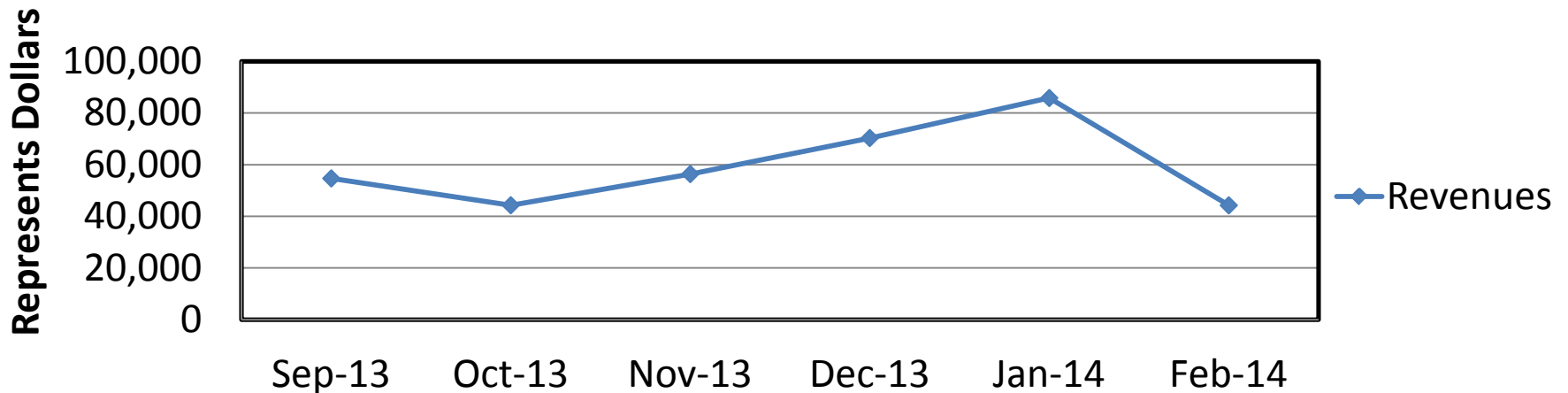
Monthly Revenue Streams Remain Consistent



Building Department Monthly Report

Building Department Revenue Performance Review January & February 2014

Building Department Monthly Revenues





Building Department Monthly Report

Building Department Performance Review 2014 January & February 2014

Consultations Conducted

Consultations September 2013:	154
Consultations October 2013:	165
Consultations November 2013:	140
Consultations December 2013:	161
Consultations January 2014:	148
Consultations February 2014:	137

Consultations remain consistent month to month.



Building Department Monthly Report

Building Department Performance Review 2014

January & February 2014

Permits Issued

Permits September 2013:	103
Permits October 2013:	175
Permits November 2013:	121
Permits December 2013:	117
Permits January 2014:	159
Permits February 2014:	128

Issuance of Permits remain consistent on a monthly basis.

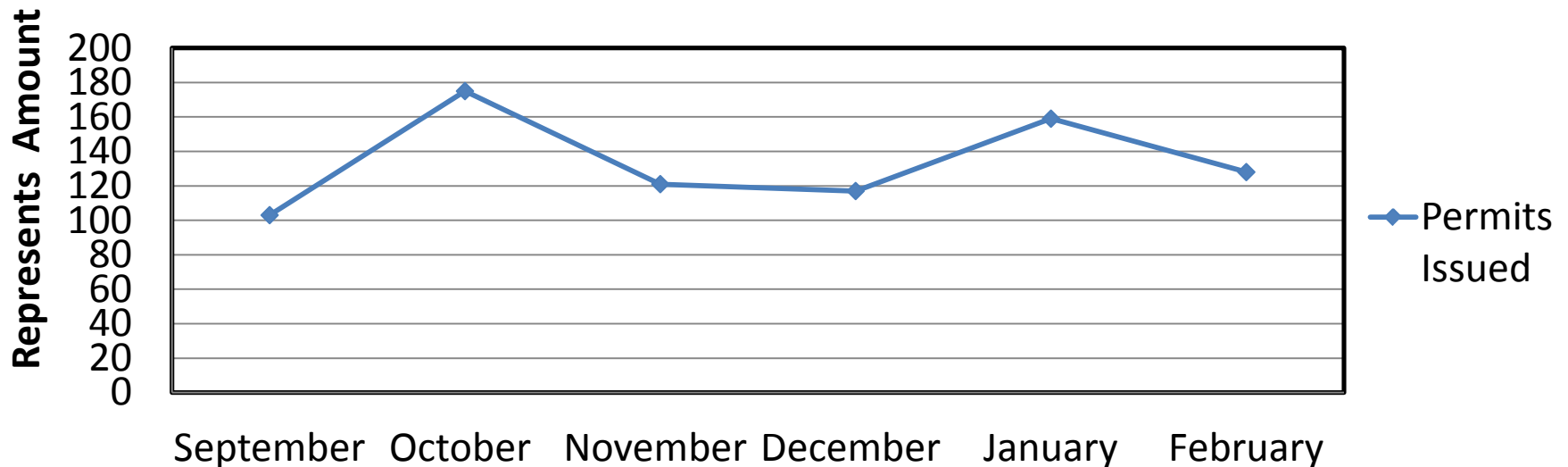


Building Department Monthly Report

Building Department Performance Review 2014

January & February 2014

Building Department Permit Comparison





Building Department Monthly Report

Building Department Performance Review 2014

January & February 2014

Inspections Conducted

Inspections September 2013:	85
Inspections October 2013:	86
Inspections November 2013:	96
Inspections December 2013:	98
Inspections January 2014:	77
Inspections February 2014:	80

Inspections remain consistent, month to month.



Building Department Monthly Report

Building Department Performance Review 2014

January & February 2014

Certificate of Occupancy (CO's)

CO's Issued September 2013:	32
CO's Issued October 2013:	16
CO's Issued November 2013:	13
CO's Issued December 2013:	30
CO's Issued January 2014:	61
CO's Issued February 2014:	30

Issuance of Certificates of Occupancy remain consistent

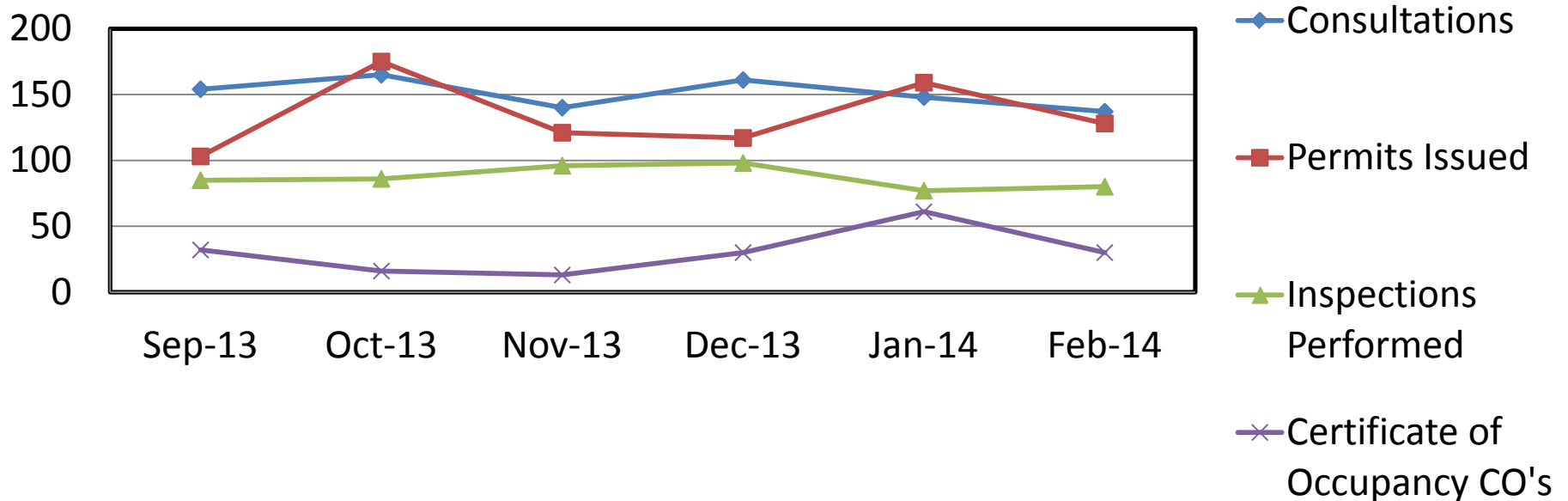


Building Department Monthly Report

Building Department Performance Review 2014

January & February 2014

Building Department Monthly Performance Comparison





Building Department Monthly Report

Building Department Amnesty Progress Report 2014

Amnesty Search Update

Total Amnesty Applications Submitted:	587
Amnesty Reports Completed:	388
Percentage of Amnesty Reports Complete:	<u>66.10%</u>
Amnesty Consultations Completed:	154



Building Department Search Request Update

All Searches From April 2011 to March 11, 2014

2011	Standard		Expedited		Amnesty	
	Completed	Pending	Completed	Pending	Completed	Pending
Total	423	0	0	0	0	0
423	Total -423		Total -0		Total -0	

2012	Completed	Pending	Completed	Pending	Completed	Pending*
Total	229	0	272	0	150	6
657	Total -229		Total -272		Total -156	

* The remaining 2012 Amnesty have issues with their applications.

2013	Completed	Pending	Completed	Pending	Completed	Pending
Total	87	0	468	0	221	185
961	Total -87		Total -468		Total -406	

2014	Completed	Pending	Completed	Pending	Completed	Pending
Total	7	5	46	6	17	8
89	Total -12		Total -52		Total -25	

Permit Amnesty Status Report March 11, 2014

Total Applications Filed 587

Total Amnesty Reports Completed 388

Percentage of Amnesty Reports Completed 66.10%

Amnesty Consultations Conducted 154

Current Date of Amnesty Search Backlog 4/30/2013

Fire Safety Monthly Report January & February 2014



Code Enforcement Monthly Report

Fire Safety Fiscal Performance Review January & February 2014

Revenues

Revenues are Based on Fire Safety Applications Returned

Revenues September 2013:	\$12,750.00
Revenues October 2013:	\$11,400.00
Revenues November 2013:	\$9,870.00
Revenues December 2013:	\$11,350.00
Revenues January 2014:	\$11,050.00
Revenues February 2014:	\$11,040.00

Monthly revenues remain consistent

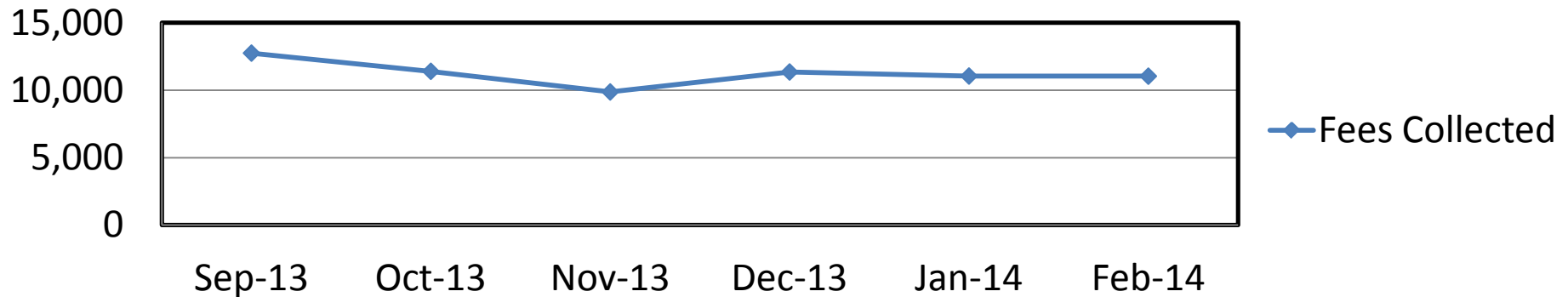


Code Enforcement Monthly Report

Fire Safety Fiscal Performance Review

January & February 2014

Fire Safety Department Monthly Revenue Comparison





Code Enforcement Monthly Report

Fire Safety Fiscal Performance Review January & February 2014

Fire Inspections Performed

Includes re-inspections

Fire Inspections Performed September:	134
Fire Inspections Performed October:	130
Fire Inspections Performed November:	106
Fire Inspections Performed December:	158
Fire Inspections Performed January :	133
Specialized Inspections/ testing of equip:	(68)
Fire Inspections Performed February:	108
Specialized Inspections/ testing of equip:	(28)



Code Enforcement Monthly Report

Fire Safety Fiscal Performance Review January & February

Notice of Violations Issued

Includes Failed Fire Inspections and Failure to Respond to a Request to Conduct a Fire Inspection

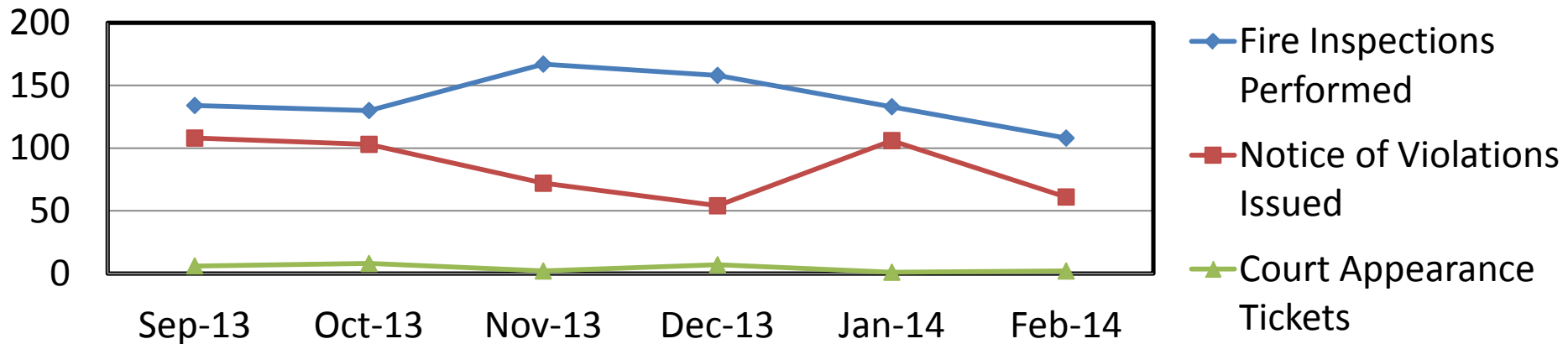
Notice of Violations Issued September:	108
Notice of Violations Issued October:	103
Notice of Violations Issued November:	72
Notice of Violations Issued December:	54
Notice of Violations Issued January:	106
Notice of Violations Issued February :	61



Building Department & Code Enforcement Fiscal Report

Fire Safety Monthly Performance Review January & February 2014

Fire Safety Monthly Performance Comparison



Code Enforcement Monthly Report 2014



Code Enforcement Monthly Report

Code Enforcement Monthly Performance Review

January & February 2014

Code Enforcement Complaints

Includes property maintenance, trash, signage w/o permits or approvals, lack of permits

Complaints Received September:	77
Complaints Received October:	113
Complaints Received November:	116
Complaints Received December:	86
Complaints Received January:	126
Complaints Received February:	Pending
Notice of Violations Issued January 2014:	37

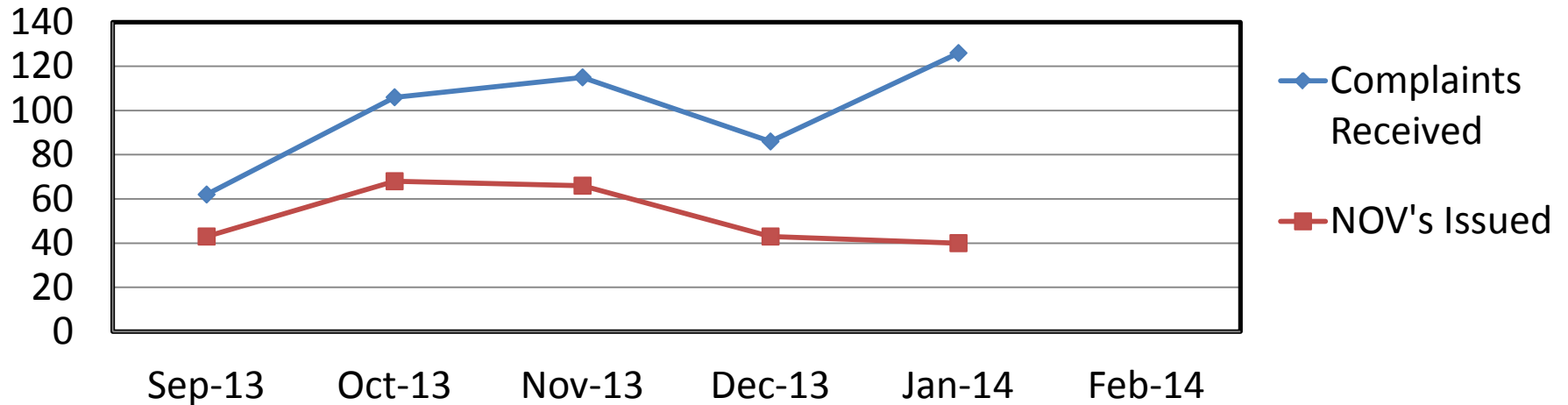


Code Enforcement Monthly Report

Code Enforcement Monthly Performance Review

January & February 2014

Code Enforcement Monthly Performance Comparison





Code Enforcement Monthly Report

Code Enforcement Court Case Update

68 Court Cases in 2013

- 33 Closed
- 35 Pending

Cases that appeared in Court during 2011-2012 disposed on average in 494 days.

Court Cases in 2013 disposed on average in 79 days.

CORRESPONDENCE

SAINT FRANCES

AFRICAN METHODIST EPISCOPAL ZION CHURCH
18 SMITH STREET, PORT CHESTER, NEW YORK 10573-4506
Rev. Natalie R. Wimberly, Pastor



February 24, 2014

Village of Port Chester
Board of Trustees
Port Chester, NY 10573

Dear Trustees,

Saint Frances African Methodist Episcopal Zion Church located on 18 Smith Street in the Village of Port Chester will be celebrating our 165th Anniversary May 17-18, 2014. We the members of Saint Frances are excited about meeting this milestone. We are the oldest African American church in the Village of Port Chester.

Our purpose of writing this letter is to formally request a permit to celebrate our 165th year of service to the Village of Port Chester with a parade on Saturday May 17, 2014. The route will begin at Bowman Avenue (Middle School) down Westchester Avenue and ending at Saint Frances on 18 Smith Street.

There will numerous activities schedule to mark the auspicious occasion.

We extend an invitation to each of you or as a board to share in the procession. We would honored by your presence.

We thank you for consideration and in any cooperation you give. Please feel free to worship with us, or share in of our schedule events. Should any questions arise please feel free to contact Pamela Smith, Church Anniversary Committee Chair or Rev. Natalie Wimberly, pastor at (914) 939-1056.

Sincerely yours,

Ms. Pamela Smith
Chairperson

Rev Natalie R. Wimberly,
Pastor



OF THE PORT CHESTER/RYE UNION FREE SCHOOL DISTRICT, INC.

P.O. Box 1718, PORT CHESTER, NEW YORK 10573
WWW.TAMARACKTOWER.ORG

PRESIDENT

BISHOP M. NOWOTNIK

VICE PRESIDENT

JOAN M. GARGONE

RECORDING

SECRETARY

ROSEMARIE BARONE

CORRESPONDING

SECRETARY

DOROTHY SCARFONE

TREASURER

MARGOTH PILLA

BOARD OF DIRECTORS

NANCY BRACELIN

JOAN CONKLIN

KAREN CORBETTA

FRANK FANELLI

PETER MUTINO

DENISE QUINN

RAYMOND SCULKY

HONORARY BOARD

OF DIRECTORS

HON. JOSEPH CARVIN

ANDREW CASTELLANO

MARIE B. GENTEALE

ANTHONY B. GIOFFRE

HON. BRUNO J. GIOFFRE

CAMILLE C. LINEN

ROBERT MORABITO

ANTHONY J. NAPOLI

DOMINICK NERI

HON. DENNIS PILLA

DAVID TUTERA

HON. HOPE VESPIA

REV. GERALD WASHINGTON

March 5, 2014

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

Re: Tamarack Tower Foundation
Temporary Sign Installation and Hanging of Banners

Dear Mayor Pagano:

I am President of the Board of Directors of Tamarack Tower Foundation. I would like to request permission to utilize the Marina Parking Lot (across from the new Spadaro's restaurant) to set up a small tent from 10:00 a.m. to 3:00 p.m. in order to handle registrations during our *Taste of Port Chester* restaurant tour fundraiser to be held on June 8, 2014.

I would also like to request permission to have the Department of Public Works install our banners advertising the event, *Taste of Port Chester*. One banner is to go up on North Main Street near the Police Station and a second banner is to go up on Westchester Avenue (near T&J's). We would also like to have the DPW place a sign in Messina Park. We would like the banners and signs installed by May 8th. All banners and signs will be removed on June 9th after the event.

This event is one of the major fundraisers used to support our foundation and its goal to promote excellence in public education.

Thank you in advance for your continued support for our fundraisers.

Sincerely,

Bishop Nowotnik
President

cc: Denise Quinn



March 10, 2014

**Coalition
Officers**

Bob Vyskocil
Samuel Ortiz
Ivan Tolentino
Co Chairs

Karen Fink
Treasurer & Secretary

Alex Payan
Coordinator

Coalition Committees

Governance Committee
Byron Womack
Judy Diaz

Community Profile
Frank Fanelli
Katherine Roberts

Adolescent Health
Augustina Santucci

Executive Committee
Bob Vyskocil
Samuel Ortiz
Ivan Tolentino

Youth Committee
Lauren Martinez

Sectors Represented

Outreach

Youth

Parents

Education

Recreation

Law Enforcement

Government

Health Services

Substance Abuse Services

Mental Health Services

Faith Community

Business

Civic Organizations

Seniors & Older Adults

Media

Youth Services

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

Dear Mayor Pagano and Members of the Board of Trustees:

Based on the success of our event "Family U", with over 250 attendees, last May, we have scheduled another one for Monday, April 7th, 2014 at the Port Chester Middle School.

We need the following Village support to make this a reality:

- Permission to fly a banner over North Main Street, from March 21st to April 8th, announcing Family U
- Permission to fly a banner over Westchester Avenue, from March 21st to April 8th, announcing Family U

We plan to present a series of seven (7) workshops in both English and Spanish to educate families with children in 5th through 12th grade about important topics such as college preparation, substance abuse prevention, internet safety, and parenting skills. We will also be serving a community wide dinner in between the two (2) workshop sessions. The event is entirely free to those who attend. The event is currently sponsored by Open Door Family Medical Center, Family Services of Westchester, Carver Center and The Council of Community Services.

It promises to be a grand event, but is contingent upon the Village's approval to allow us to advertise this to the community properly.

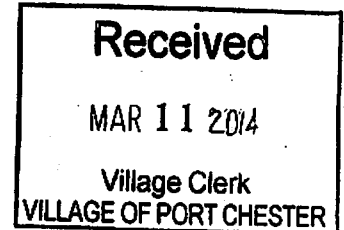
We look forward to hearing from you at your next Board meeting, so that we can move forward with our plans. We are most grateful for your consideration and look forward to working with you in the future.

Sincerely,

Alex Payan, M.P.S.
Port Chester Cares, Coalition Coordinator
Phone: (914) 255-4856
Email: apayan@fsw.org

Port Chester is a healthy, caring and thriving community where everyone contributes to serve and benefit all.

Church of Our Lady of the Rosary
22 Don Bosco Place
Port Chester, NY 10573



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

Honorable Mayor Pagano and Honorable Trustees:

On Good Friday, April 18, Holy Rosary Church will sponsor the living Way of the Cross, which draws many participants, not only from Holy Rosary, Corpus Christi, Our Lady of Mercy and Sacred Heart parishes but also many other villagers. All join together in a public re-enactment of Jesus' Passion and Death, the Via Crucis. The participants will gather in the parking lot of Corpus Christi Church at 5:30PM for a prayer service of the Chaplet of Divine Mercy and then proceed at 6:00PM with the reenactment.

We respectfully request permission to follow the same route as in the years past. The procession will leave Corpus Christi Church, turn left onto South Regent Street, right onto William Street to Pearl Street, left onto Pearl Street, right onto William Street to South Main Street, left onto Purdy Avenue and right onto Don Bosco Place where the procession will terminate.

This event has been drawing over two thousand people and we expect an equal or greater number to participate this year. We would request that Don Bosco Place be closed from Purdy Avenue to Beech Street for the closing service which, weather permitting, will be held outdoors since there isn't enough room in the Don Bosco Community Center to hold all those participating.

We respectfully request the use of the village show mobile to enact the final Stations of the Cross set up in the front of the church. We also respectfully request a police escort for this procession and a police presence at the closing service. The appropriate insurance certificate will be supplied to the Village Clerk's Office.

Thank you for your support in this matter and all the support the Board has extended to Holy Rosary in the past.

Sincerely,

Rev. Timothy Zak
Rev. Timothy Zak, SDB
Pastor

TZ: me
Cc: Christopher Steers, Manager
Charles Vaccaro, Police Lt.
Kevin McMinn, Fire Chief
Rocco Morabito, General Foreman
Scott Moore, E.M.S. Administrator



Mellor Engine & Hose Co. No 3, Inc.

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

Received

MAR 11 2014

Village Clerk
VILLAGE OF PORT CHESTER

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

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

March 3, 2014

Village of Port Chester
Village Clerk
222 Grace Church Street
Port Chester, NY 10573

To whom it may concern:

It is with deep regret that we must inform you of the passing of Robert Mead, a 77 year member of Mellor E&H Co#3.

Sincerely,

Donna Gordiski
Secretary



Mellor Engine & Hose Co. No 3, Inc.

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

Received

MAR 11 2014

Village Clerk
VILLAGE OF PORT CHESTER

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

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

March 3, 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 Mrs. Donna Gordiski to active membership in our company. This action took place during our regular monthly meeting on December 2, 2013.

Mrs. Donna Gordiski resides at 37 Morgan Avenue, Greenwich, CT, 06831. We believe that Mrs. Gordiski will be an asset to the Port Chester Fire Department. Upon completion of the necessary physical exam requirements, Mrs. Gordiski will present a copy of this letter to your office.

We hope the Village Trustees approve Mrs. Gordiski for membership in the Port Chester Fire Department.

Sincerely,

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

TRAFFIC COMMISSION
Port Chester, New York 10573

March 12, 2014

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

Dear Mayor Pagano and the Board of Trustees:

At their meeting held January 9, 2014, the Traffic Commission on a request from the Department of Public Works discussed a change in parking on Puritan Drive.

The Commission recommends a change in Section 319-74 Schedule XII: No Parking or Standing at Any Time to reflect no parking or standing at any time on the east side of Puritan Drive from Glen Avenue north for 100 feet. We are also requesting the placement of a "No Parking Here to Corner" sign at this same location.

Sincerely,

Joseph Gianfrancesco

Joseph Gianfrancesco
Chairman

cc: C. Steers
A. Cerreto

**TRAFFIC COMMISSION
Port Chester, NY 10573**

March 12, 2014

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

Dear Mr. Pagano and the Board of Trustees:

At their meeting held February 4, 2014 the Traffic Commission discussed the traffic situation on Upland Street, specifically in the area of King Street School.

The Commission recommends that on the north side of Upland Street, no parking should be allowed from Fairhaven Lane to King Street from 7:00 a.m. to 3:30 p.m. on school days.

The Commission also recommends that in Chapter 319.74 "No Parking or Standing At Anytime" the wording regarding Upland Street which states "no parking 150 feet" be removed.

Chairman Joe Gianfrancesco and Sgt. Mark Braccio met with King Street School Principal Sam Ortiz on Thursday, March 6, 2014. Mr. Ortiz would like to see no parking allowed on Upland Street and agrees with the above noted recommendations at this time.

Sincerely,

Joseph Gianfrancesco

Joseph Gianfrancesco
Chairman

Cc: C. Steers
A. Cerreto

**TRAFFIC COMMISSION
Port Chester, New York**

March 12, 2014

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

Dear Mayor Pagano and the Board of Trustees:

The Traffic Commission would like to rescind their recommendations regarding parking on Glen Avenue as presented at the March 3, 2014 Board of Trustees meeting.

Sincerely,

Joseph Gianfrancesco

Joseph Gianfrancesco
Chairman

81 Grace Church Street

Port Chester, NY 10573

March 10, 2014

Neil Pagano,

Mayor, Village of Port Chester

420 West Avenue

Port Chester, NY 10573

Dear Mayor Pagano,

My name is Oscar Henao, I am a Port Chester resident from Colombia. I have been studying ESL at the Port Chester Rye Brook Public Library since August 2013 in Mrs. Goldenberg's classes.

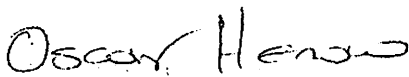
I have found that my proficiency in written and spoken English has significantly improved my performance as a professional engineer in many areas where communication is essential. I also feel my self confidence in social situations much increased.

I recently attended a training session for my company in Columbus, Ohio and I was able to participate in the discussions more frequently and with greater confidence than previously.

I want to thank the Library staff and employees for their pleasant and competent assistance in various areas. The library is an attractive and welcoming place for me and the many other Latinos of all ages who find the Library a source of assistance and useful community activities.

I hope you can continue to provide this high level of service.

Sincerely,



Oscar Henao

P.S. You can reach me by phone at 973-527-5260

C.C: Robln Lettier

Director Port Chester Rye Brook Public Library

PARK COMMISSION
Port Chester, New York

March 12, 2014

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

Dear Mayor Pagano and the Board of Trustees:

At the Park Commission meeting held tonight, March 12, 2014, the matter of geese in Lyon Park was discussed.

The Park Commission is concerned that with Lyon Park being utilized with many families and children visiting as well as many activities such as baseball, special events, Easter in the Park which is scheduled March 29th, summer concerts, etc., that this could present a large scale problem for the Village. As we are aware geese can cause health concerns with droppings left throughout the park. The geese grow in numbers and are not easily removed from an area.

The Commission brings this to your attention in the hope that the Village will be proactive in dealing with this situation.

Sincerely,

Park Commission

Cc: C. Steers
A. Cerreto



March 14, 2014

Port Chester Village
22 Grace Church Street
Port Chester, NY 10573

Dear Mr. Mayor and Port Chester Village Board of Trustees,

Thank you for your consideration to be included for funding in this year's budget. We respectfully request \$5,000 from your Youth line item in the proposed budget in order to expand our reach to Port Chester youth through free after school classes and family workshops. We are aware the village has contracted organizations to provide artistic services to Port Chester residents, and we seek to begin a similar contract.

As you know, Clay Art Center (CAC) is a nationally recognized 501(c)(3) non-for-profit arts center. Clay Art Center has been a champion for the arts in the community and is the largest and most active ceramic facility in the tri-state area, offering classes, camps and workshops for all ages and skill levels seven days a week. Our gallery and shop are open to the public 6 days a week, and admission is free. Believing strongly that the arts have the ability to touch and enrich lives, our mission is to offer a stimulating space for studio practice, exhibition and educational opportunities to better serve the community. Our vision is to "kindle a passion for the ceramic arts and provide a community for that passion to flourish."

Clay is a metaphor for what anyone can achieve when given the opportunity. It is a unique medium. It's messy. It's tactile. You start with a moist, dark lump of clay and from these humble beginnings, magic happens. You work with your hands, slowly creating something from nothing. After your piece is fired, it is transformed into something radically different; something solid and beautiful.

Working with clay is enriching and it helps develop patience, self-discipline and creative problem-solving skills. We have repeatedly observed that students improve their ability to listen, to concentrate and to communicate when they are engaged and challenged. Students are truly transformed through clay. The head of Don Bosco Community Center's youth programs declares that they send us kids with the most severe behavioral issues and is amazed how clay "whips them into shape."

Project Description: Our goal is to expand our connection to underserved members of the Port Chester community by increasing the amount of free programming we offer. We would like to help amend the lack of arts programming in the Port Chester School District and in the Village itself by offering free after school clay classes and family workshops to residents in great financial need.

Objectives: We seek to provide a place that is welcoming to local residents and where they will feel empowered and comfortable entering our doors. We hope that residents will integrate regular visits to our center into their lives, and Clay Art Center as a valuable community resource that makes their lives more meaningful. This programming will also serve as a feeder program to identify talented youth who show capacity for and interest in creating with clay and who will be likely scholarship recipients for longer periods of time. As these students begin to develop their artistic skill through this initial programming we will provide long-term scholarships to further their growth.

Gaps in Services: As the only non-profit arts organization in Port Chester, our program supports our local community, which unfortunately does not have an art instructor in the elementary schools or arts resources for adults. As you well know, the percentage of families living below the poverty level is more than double the average for Westchester. About 75% of these families have children under the age of 18 and right across the street from us are 96 HUD subsidized housing units for working families, primarily African-American. Since receiving our non-profit status, we have worked to foster partnerships with recreation, community, and after school programs in Port Chester to meet the needs of our community. Additionally, thanks to our supporters, partial and full scholarships are awarded to over 400 Port Chester children annually to attend free clay classes and camps. Since 2008 CAC's Scholarship Program has awarded 1,256 full and partial scholarships to Port Chester youth for weekly clay classes and camps. 98% of our scholarship funds are awarded to Port Chester youth.

This is only the tip of the iceberg; we seek to reach more residents. Our goal is to reach as many Port Chester families, adults, seniors and people with disabilities as possible to encourage them to join our community. Already we have many community partners here in Port Chester who collaborate with us on a regular basis for our community arts and outreach programming including:

- The Port Chester Elementary schools serving 1,040 annually
- The Port Chester Middle School serving 90 teens annually
- The Port Chester High School serving 36 teens annually
- The Port Chester Recreation Department serving 72 children annually
- SER of Westchester and The Children's Village offering 6 paid internships to Port Chester teens annually
- Hope House serving 25 adults with special needs annually

Should we receive support from the Village of Port Chester, our Community Arts Director will begin planning an after school program and family workshops in collaboration with the Port Chester Recreation office.

Thank you so much for your consideration, and please let me know if you have any additional questions.

Warm Regards,



Leigh Taylor Mickelson
Executive Director



Robert Rattet
Board President

Budget:

12 classes held once a week during after school hours in Fall 2013 and Winter 2014

4 Free family workshops held throughout the year

Expenses

Teachers Fees	\$2250
Supplies (clay, glaze, tools)	\$900
Firing (firing technician + firing costs)	\$1100
Administration (at 15%)	<u>\$750</u>
	\$5000

MINUTES

MEETING HELD MARCH 3, 2014

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, March 3, 2014, in the Court Room of the Police Headquarters Building, 350 North Main Street, Port Chester, New York, with Mayor Neil Pagano presiding.

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

It should be noted that Trustee Kenner was absent.

It should be noted that Trustee Ceccarelli left at 8:02 p.m.

Also present were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; Village Treasurer, Leonie Douglas; Director of Planning and Development Christopher Gomez; Acting Police Chief, John R. Telesca and Christopher Ameigh Administrative Aide to the Village Manage.

Additionally, Representatives from STV and NDC.

On motion of Trustee , seconded by Trustee the meeting was declared opened at 6:34 p.m.

ROLL CALL

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

NOES: None.

ABSENT: Trustee Kenner.

DATE: March 3, 2014

MOTION FOR EXECUTIVE SESSION

At 6:34 p.m., on motion of Trustee Terenzi, seconded by Trustee Ceccarelli, the Board adjourned into an executive session for the purpose of reviewing NDC/STV consideration of their proposal.

ROLL CALL

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

NOES: None.

ABSENT: Trustee Kenner.

DATE: March 3, 2014

Present in addition to the Board of Trustees, were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; Village Treasurer,

Leonie Douglas; Director of Planning and Development Christopher Gomez and Christopher Ameigh Administrative Aide to the Village Manager.

Additionally, Representatives from STV and NDC.

No action was taken in executive session.

At 7:08 p.m., a motion to come out of executive session was made by Trustee Marino, seconded by Trustee Brakewood, 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: March 3, 2014

PUBLIC COMMENTS

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

Comments were made by:

Ms. G. Solomon commented on the good work of the Department of Public Works during the storms. Our taxes are too high; we should have been a city. We have the sewage treatment plant and there is no elitist who is going to live next to a sewage treatment plant. Consider the people of Port Chester and try and get our taxes down in some way.

Ms. B. Conetta commented that the Board of Trustees can do anything it wants. Parking here for the meetings should be free. The MTA is getting away with not taking care of their property, and the building has been renovated. You are willing to put a complex on Irving Avenue that will cost taxpayers money. Don't let Starwood get away with not complying with their original contract. Where was the architectural board in the planning of the Mariner and the Castle? Don't put meters on Midland Avenue. The Amnesty program is still a thorn in the side of many people.

Ms. A. Granata commented that her request for boundaries and setbacks was not on the agenda. She commented on FOIL requests. There should be a dialogue with the code enforcer who is on the case.

Mr. Morlino commented on the ISIP Law challenge; one is if there was an inspection before issuing the actual permit; the other is how this affects everybody. Where are we with this?

Mayor Pagano commented the Board would have a work session on this because it will affect every rental unit in the Village.

Mr. Morlino commented on the Sewer Rent. This will affect non-profits and schools.

Mr. B. Abel commented that everybody pays the Sewer tax, even the municipality.

RESOLUTIONS

RESOLUTION #1

BUDGET AMENDMENT – DEA ASSET FORFEITURE FUNDS TO PURCHASE TWO NEW COMPUTER SERVERS, & FOUR NEW COMPUTER WORKSTATIONS

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, 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 from Dell Marketing L.P., P.O., Box 643561, Pittsburgh, PA 15264-3561:

- 1. To replace two (2) computer servers; one server that support records management system and another server that supports all other computer services in the Police Department that are both eight years for \$13,815.14, NYS contract PT64100, and
- 2. To replace four (4) computer workstations that are between four and five years old and does not function properly with the improved RMS for \$4,391.12, NYS contract PT65340. 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	\$(18,206.26)
Revenues:		
001-0001-2613	Use of Deferred DEA Funds	\$18,206.26
Appropriations:		
001-3120-0200	Police Equipment	\$18,206.26

ROLL CALL

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

NOES: None.

ABSENT: Trustee Kenner.

DATE: March 3, 2014

Motion to Add-On a Resolution

Mayor Pagano asked for a motion to secure the services of NDC through STV in consideration of proposal in connection to Municipal Building.

On motion of TRUSTEE MARINO, seconded by TRUSTEE TERENZI, the motion did not receive a unanimous vote of those present and was defeated.

ROLL CALL

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

NOES: Trustees Adams and Brakewood.

ABSENT: Trustee Kenner.

DATE: March 3, 2014

DISCUSSIONS

Debt refunding

Village Treasurer Leonie Douglas commented that a few months ago while we were discussing our short-term borrowing a question came up whether or not we have some long-term debt that could be refunded. This is a good time for us to refund corporate debt which would give us a savings over the life of the debt of about \$223,000. At the next Board meeting we will develop a resolution to do the refinancing of the debt.

Traffic Commission parking recommendations

Administrative Aide Chris Ameigh presented a slide show showing the recommendations: Abendroth and Willett Avenue, Abendroth Avenue and Mill Street with “No Right on Red”, Central Avenue Winter Parking regulations, Codifying Down Town Loading Zones, Increasing Parking Availability on Fawcett Street, Create Glen Avenue overnight parking for residents and create Glen Ave no parking zones for public safety, Create metered parking on Westchester Avenue, Firefighter Parking on Poningo, Create no parking zone on Upland Street to alleviate crowding during school days, Creating free parking near Village Court for Board Meetings.

Motion to Add-On a Resolution

Mayor Pagano asked for a motion to set a Public Hearing regarding to consider the advisability of adopting a local law that would amend the Code of the Village of Port Chester, Chapter 319, “Vehicles and Traffic” regarding the elimination of meter parking hours 6-9PM Monday through Thursday .

On motion of TRUSTEE ADAMS, seconded by TRUSTEE TERENZI, the motion received a unanimous vote of those present and was approved.

ROLL CALL

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

DATE: March 3, 2014

RESOLUTION #2 – ADD-ON

SETTING A PUBLIC HEARING TO CONSIDER THE ADVISABILITY OF A LOCAL LAW AMENDING THE CHAPTER 319, “VEHICLES AND TRAFFIC”, OF THE VILLAGE OF PORT CHESTER WITH REGARD TO PARKING HOURS

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

RESOLVED, that a public hearing be scheduled for March 17, 2014, at 7:00 p.m. or as soon thereafter, at the Port Chester Justice Court Courtroom, 350 North Main Street, second floor, to consider the advisability of adopting a local law that would amend the Code of the Village of Port Chester, Chapter 319, “Vehicles and Traffic”, that would change existing parking regulations on both sides of North Main Street between the Rectory Street intersection and the Port Chester Police Station Parking Lot to eliminate meter parking hours 6-9PM Monday through Thursday.

ROLL CALL

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

DATE: March 3, 2014

UWW Westchester / New Rochelle water rate increase.

Village Manager Chris Steers commented on a letter from United Water requesting a rate increase and a merger that would affect United Water users in the area, with rate increases up to 28%. The Village of Rye Brook has told us they are in the process of challenging the rate increase and is asking us to join in that challenge. The city of Rye is also affected by it. Our share would be approximately \$21,250.

Motion to Add-On a Resolution

Mayor Pagano asked for a motion to join with the City of Rye and Village of Rye Brook in retaining Dichter Law firm as proposed to his proposal of February 28, 2014 and terms and conditions as stated in the proposal.

On motion of TRUSTEE MARINO, seconded by TRUSTEE TERENCE, the motion did not receive a unanimous vote of those present and was defeated.

ROLL CALL

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

DATE: March 3, 2014

Zoning Map Amendment, 140 Midland Avenue.

Director of P&D Chris Gomez commented on the existing zoning map and a proposed zoning map with a couple of amendments on the west side of Midland Avenue to set up for a local law on this issue. This is actually the Pathmark Shopping Center, 140 Midland which has a catering and other uses, Super Suds at 142 Midland and the large Home Depot parcel at 152 Midland. Some of the uses there are lighter industry. There was a zoning change for the indoor sports facility. Home Depot is in three different zoning districts.

Motion to Add-On a Resolution

Mayor Pagano asked for a motion to set an April 7th Public Hearing regarding to consider the advisability of adopting a local law that would amend the Code of the Village of Port Chester, to change the official zoning map.

On motion of TRUSTEE MARINO, seconded by TRUSTEE TERENCE, the motion received a unanimous vote of those present and was approved.

ROLL CALL

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

DATE: March 3, 2014

RESOLUTION #3 – ADD-ON

**SETTING PUBLIC HEARING FOR
AMENDMENTS TO THE OFFICIAL ZONING MAP**

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

WHEREAS, the Village of Port Chester Board of Trustees is authorized to amend the Official Zoning Map of the Village of Port Chester; and

WHEREAS, on December 17, 2012 the Board of Trustees adopted the Village’s first Comprehensive Plan and subsequently on March 17, 2013 adopted related zoning text and map amendments in furtherance of the Comprehensive Plan; and

WHEREAS, during the Comprehensive Plan process it was anticipated that additional zoning map amendments would be required to ensure consistency between the newly adopted plan and the official zoning map; and

WHEREAS, Village Staff has identified the need to make certain zoning map amendments stated herein along the Midland Avenue corridor in order to reflect existing and desired land uses and achieve the objectives described in the Comprehensive Plan:

Address	Section, Block, Lot	Existing Zone	Proposed Zone
Metro North Right-of-Way	142.53-1-2	M2	C1
142 Midland Avenue	142.53-1-3	M2	C1
140 Midland Avenue	142.53-1-4	M2	C1
130 Midland Avenue	142.53-1-5	C1/M2	C1
150 Midland Avenue	142.61-1-2	CD/C1/M2	CD

WHEREAS, proposed zoning map amendments are classified as Unlisted Actions under SEQRA and will require determination of significance of potential environmental impacts prior to adoption; and now therefore let it be

RESOLVED, that the Board of Trustees sets a public hearing on this matter on April 7, 2014 at 7:00pm at the Village Court House, 350 N Main Street, Port Chester, NY, 10573; and be it further

RESOLVED, that the Board of Trustees refers the proposed zoning map amendments to the Village of Port Chester Planning Commission in accordance with §345-34 of the Village Zoning Code and to the Westchester County Planning Board in accordance with §239 L, M and N of the New York State General Municipal Law and §277.61 of the County Administrative Code for review and comment.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: March 3, 2014

ETPA

Village Attorney Cerreto commented that he and Chris Gomez are working on providing the Board options to confirm and ascertain our vacancy rate. We talked about an alternative to commissioning a separate agency study as there may be census data available. We would like to have this discussion postponed to the April monthly meeting. This involves 12 units and up built before 1974.

RFP for Property Condition Study and Revitalization Study

This was drafted at the Board's request. Village Manager Steers commented the Board directed we develop this RFP. We have looked at the various RFP's that are out there and consulting with Mr. Nolon. We have a draft and there is progress being made on it. Director of P&D Chris Gomez commented this is a follow-up to meeting with Prof. Nolon on property rehabilitation and condition assessment. What we come out with here is really trying to be flexible and realistic enough in our strategies for revitalizing certain areas. A consultant will be retained. The real approach is to have the proper data collected we will move to rehabilitation or revitalization depending on what the data shows. Key to this issue is the legal mechanism.

We want to have the data for property assessment. Once that data is collected we can generate maps for certain areas. From there we can do demographic existing data. Whoever we retain will need that understanding of existing building codes. We have to get enough data from this to go in a certain direction.

Trustee Adams commented on the people who live in the pocketed areas –are they going to have any say in this? Mr. Gomez commented that the areas that are targeted for revitalization will be determined with this analysis. At this point there are no targeted neighborhoods.

G & S Request – Crunch Gym

Attorney Tartaglia commented on a request by G & S Investors regarding a Crunch Gym which is an MUR zone. The building inspector said this is not a use within the district. At the original approval this was not mentioned as a health club. Village Attorney Cerreto commented this is strictly up to the Board of Trustees. The building has two floors and each is 17,000 sq. ft. Crunch Gym will occupy the upper floor and a major portion of the lower floor. They will have two store fronts that will be retail. The total used by Crunch will be 24,000 sq. ft.

Motion to Add-On a Resolution

Mayor Pagano asked for a motion to set a Public Hearing regarding to consider the advisability of adopting a local law that would amend the Code of the Village of Port Chester, to change the official zoning map.

On motion of TRUSTEE MARINO, seconded by TRUSTEE TERENCE, the motion received a unanimous vote of those present and was approved.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Ceccarelli and Kenner.

DATE: March 3, 2014

RESOLUTION #4 – ADD-ON

**DETERMINATION OF PORT CHESTER BOARD OF TRUSTEES
PURSUANT TO §345-67 F (1)(b) OF THE VILLAGE OF PORT CHESTER CODE
INTERPRETING “PERSONAL SERVICES” USES WITHIN THE MUR ZONING
DISTRICT.**

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

WHEREAS, The Village of Port Chester Board of Trustees (“Village Board”) has been petitioned to adopt a minor amendment to the zoning regulation provisions for the MUR Marina Redevelopment Project Urban Renewal District pursuant to §345-67 F(1)(b) of the Village Code (the “Code”), by interpreting whether the definition of “Personal Services” as a permitted use within §345-67 B (1)(a)[1][a] of the Code includes health club and fitness facility uses; and

WHEREAS, The Village Board has reviewed and considered Chapter 345 of the Code, and after such review has determined that the legislative intent of Chapter 345 as set forth in §345-67 B (4)(h)[2] includes “...health clubs and family entertainment centers and general office uses,” as permitted uses within the MUR Zoning District; and

WHEREAS, a health club is consistent with many of the personal service uses already operating within the MUR Zoning District. Now, therefore, be it

RESOLVED, that the Village Board hereby adopts a minor amendment to Chapter 345 of the Code pursuant to §345-67 F(1)(b) by interpreting the definition of “Personal Services” as a permitted use within §345-67 B (1)(a)[1][a] of the Code to include health clubs and fitness facility uses such as that proposed by the applicant.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: March 3, 2014

Booting -Towing of Vehicles from Private Parking Lot

Village Attorney Cerreto commented this started a few weeks ago with a vehicle being towed from a Midland Avenue lot. The Village has gotten a number of complaints about vehicles being towed from private property. There are very good arguments for private property owners and there are very good arguments for the people who have had their car towed. We have the authority under State law to draft our own local legislation. If the Board wants me to draft up our own legislation, I will provide it. This requires very basic changes to our Code. It requires notice and opportunity to the person whose car is being seized. While we are sympathetic to the people having their cars towed there is nothing we can do about it. The city of Yonkers has a program that we can imitate.

Mayor Pagano commented that with the new restaurants coming on line the traffic is going to be tremendous and the parking is going to be horrendous.

Boards & Commissions

Mayor Pagano commented on a request from Trustee Kenner, who had a request from Sheila Rogan has been on as an alternate and has moved to a full time slot filling a vacancy. Trustee Adams thanked those who serve on the boards and commissions, they save the Village a lot of money. We've received complaints that some of the board members have not been treated fairly. At the beginning of the year we should have each board chairman give us a 5-minute presentation of what their board does and also let us know if they have any openings. This also gives the Board of Trustees the opportunity to keep their pulse on what the boards and commissions are doing. There should also be a list of what the members should have, i.e. parking decals etc. Let's have consistent rules so at the beginning of the year we will have them in place.

Village Website

Trustee Adams commented that if you go to the Village website the Board of Trustees is not listed and we are the governing body of the Village. Village Manager Steers said that is one of the things that will be posted once we have the new format posted. There is a sub-page that lists all the boards and commissions. If you go back to the left column you will see the LDC and IDA – why are they listed? Mayor Pagano commented you have to show that you have the LDC and IDA. Mr. Steers said we have worked an agreement with the current website designer to make the website more modern and up to date and friendlier to use.

Tom Lorenzo commented we will clean everything up. We will try and get away from the side bar because residents don't like it. Trustee Brakewood commented we need to make it easier for our residents. It needs to be a working website. Part of our working group includes the Chris Steers, Tom, Chris Ameigh and the Village Clerk. This is an investment we should make. Village Manager Steers commented we will have one more presentation before we go live.

CORRESPONDENCES

From Lou Del Bianco requesting to join the Beautification Commission.

Motion to Add-On a Resolution

Mayor Pagano asked for a motion to appoint Lou Del Bianco to the Beautification Commission and to expire on July 1, 2016.

On motion of TRUSTEE MARINO, seconded by TRUSTEE ADAMS, the motion received a unanimous vote of those present and was approved.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Ceccarelli and Kenner.

DATE: March 3, 2014

RESOLUTION #5 – ADD-ON

APPOINTMENT OF MEMBER TO BEAUTIFICATION COMMISSION

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

RESOLVED, that LOU DEL BIANCO, residing in Port Chester, New York, be and he hereby is appointed as a member of the Port Chester BEAUTIFICATION COMMISSION, effective immediately with said term to expire July 1, 2016.

From Port Chester Cares requesting the use of Port Chester Senior Center one night to show a movie.

The Board referred the correspondence to staff.

From Council of Community Services seeking the co-sponsorship of the Village of Port Chester regarding the 6th annual "Port Chester Fest."

The Board of Trustees agreed to co-sponsor the "Port Chester Fest." We are gathering co-sponsors to make this a success. The date is June 7th from 12 to 6; and we would like to see if the Village could support us. We will also seek other businesses and individuals to help in the planning of the Festival. The location will be the Marina parking lot. Village Attorney Cerreto said he will have to look into legal issues and asked that this be postponed until the next Board meeting on March 17th.

MINUTES

Minutes from 2013.

Mayor Pagano asked for a motion to combine the minutes of 10/07/2013, 10/810/2013, 10/21/2013, 10/31/2013, 11/04/2013, 11/12/2013, 11/18/2013 12/03/2013, 12/10/2013, 12/16/2013, 01/06/2014, 01/09/2014, 01/28/2014, 02/03/2014 02/12/2014 and 02/18/2014, the agenda for the purpose of casting one vote for the submitted minutes.

There being no objection TRUSTEE ADAMS, made a motion, seconded by TRUSTEE BRAKEWOOD to combine the minutes of 10/07/2013, 10/810/2013, 10/21/2013, 10/31/2013, 11/04/2013, 11/12/2013, 11/18/2013 12/03/2013, 12/10/2013, 12/16/2013, 01/06/2014, 01/09/2014, 01/28/2014, 02/03/2014 02/12/2014 and 02/18/2014 of the agenda for the purpose of casting one vote for all the minutes.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Ceccarelli and Kenner.

DATE: March 3, 2014

On motion of TRUSTEE MARINO, seconded by TRUSTEE ADAMS, The Board of Trustees accepted the minutes of 10/07/2013, 10/810/2013, 10/21/2013, 10/31/2013, 11/04/2013, 11/12/2013, 11/18/2013 12/03/2013, 12/10/2013, 12/16/2013, 01/06/2014, 01/09/2014, 01/28/2014, 02/03/2014 02/12/2014 and 02/18/2014.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Ceccarelli and Kenner.

DATE: March 3, 2014

PUBLIC COMMENTS AND BOARD COMMENTS

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

Comments were made by:

Board

Trustee Adams commented that if there are any meetings about the Tappan Zee Bridge. At the end of the diagram it shows Port Chester. We should be invited to the table in decision making.

Chris Gomez commented that Mr. Astorino had a meeting last week and Mayors across the corridor were invited. We are more than at the table.

Trustee Brakewood commented on automatic ticketing at intersections. Village Attorney commented this is a due process issue. Trustee Brakewood commented on the accessibility of computers to review their property records. Administrative Aide Ameigh said this room is available upon request.

Trustee Brakewood commented that we had only one resolution on the agenda and everything else was an add-on. Attorney Cerreto commented we should have a workshop prior to a Board meeting so that only the agenda items are discussed at the Board meetings.

Trustee Terenzi commented on the parking kiosks spitting out the wrong dates. Also, the storms have created havoc with the solar panels.

Trustee Terenzi commented on the municipal center project.

Trustee Marino commented on Westchester Avenue and Pearl Street.

At 10:32 p.m., on motion of TRUSTEE ADAMS, seconded by TRUSTEE MARINO, the meeting was closed.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Ceccarelli and Kenner.

DATE: March 3, 2014

Respectfully submitted,

Janusz R. Richards
Village Clerk

**PUBLIC COMMENTS
AND
BOARD COMMENTS**