

**VILLAGE OF PORT CHESTER
BOARD OF TRUSTEES
Meeting, Monday, May 5, 2014
PROPOSED EXECUTIVE/CLOSED SESSION 6:30-7:00 P.M.
Regular Meeting: 7:00 P.M.**

**PROPOSED EXECUTIVE/CLOSED SESSION AT THE END OF THE MEETING
VILLAGE JUSTICE COURTROOM
350 North Main Street
Port Chester, New York
*AGENDA***

TIME: 6:30 P.M.

	PROPOSED MOTION FOR EXECUTIVE SESSION	ACTION
1	Discussion regarding the Village Manager's Employment Agreement Renewal.	

TIME: 7:00 P.M.

I	RESOLUTIONS	
1	Authorizing the renewal of Employment Agreement with the Village Manager.	
II	WORK SESSION	
1	Bart Didden- Chairman of Waterfront Commission.	
III	PUBLIC COMMENTS	ACTION
IV	PRESENTATION	ACTION
1	Dog Park.	
V	RESOLUTIONS	ACTION
	Administration	
2	Amending the Village of Port Chester Appointed/Non-Union Benefit Plan.	
3	Dog Park Letter of Support	
	Appointment(s)	
4	Appointment of an Alternate member to the Planning Commission.	
	Finance	
5	Park Fees	
VI	CORRESPONDENCE	ACTION
1	From Joseph L. Suppa regarding resignation from the Architectural Board of Review.	

2	From Senator Latimer's Office - Traffic Complaint from Marian Gray - 61 Oak St., PC	
VII	MINUTES	
1	Minutes from April 12, 2014	
2	Minutes from April 15, 2014	
3	Minutes from April 21, 2014	
4	Minutes from April 22, 2014	
VII	PUBLIC COMMENTS AND BOARD COMMENTS	ACTION

TIME: _____

	PROPOSED MOTION FOR EXECUTIVE SESSION	ACTION
1	Concerning a particular person in the Police Department.	

**PROPOSED MOTION
FOR
EXECUTIVE SESSION**

RESOLUTIONS

AUTHORIZING THE RENEWAL OF EMPLOYMENT AGREEMENT WITH THE
VILLAGE MANAGER

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

WHEREAS, since October 11, 2012, Christopher D. Steers has been employed by the Village of Port Chester as Village Manager; and

WHEREAS, the employment agreement between the Village and the Manager provides for a two-year term to expire on October 11, 2014; and

WHEREAS, the Board of Trustees has timely notified the Manager of its' intention to renew the said agreement; and

WHEREAS, the parties have negotiated terms for the renewal. Now, therefore, be it

RESOLVED, that on behalf of the Board of Trustees the Mayor is hereby authorized to enter into an employment agreement with Mr. Steers in the form annexed herein setting out the following terms and conditions:

- two year term
- current annual base salary of \$190,000
- assigned village vehicle with expense for professional and Village-related business use assumed by the Village
- six months severance
- annual performance and goals evaluation

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

Employment Agreement between Village of Port Chester and Christopher D. Steers

This Agreement, made and entered into this ~~20th~~ 5th day of ~~August, 2012,~~ May, 2014, by and between the Village of Port Chester, New York (hereinafter called “the Village”) with its principal offices located at 222 Grace Church Street Port Chester, New York 10573, and Christopher D. Steers (hereinafter called “Mr. Steers” or “Employee”), residing at [REDACTED]; pursuant to the following terms and conditions (“Agreement”):

Whereas, the Village wishes to re-appoint Mr. Steers to the position of Village Manager under the terms and conditions set forth herein; and

Whereas, Mr. Steers wishes to accept the appointment to the position as Village Manager under the terms and conditions set forth herein; and

Now therefore, in consideration of the mutual promises and covenants stated herein, the Village and Mr. Steers agree to the following:

SECTION 1– DUTIES

- A. The Village agrees to re-appoint Christopher D. Steers, effective October 11th, ~~2012~~ 2014 to the position of Village Manager of the Village of Port Chester to perform the duties and responsibilities and to exercise the powers of Village Manager as set forth in Chapter 77 of the Code of the Village of Port Chester and other applicable laws, and to perform such other legally permissible and proper duties and functions as assigned by the Village Board of Trustees and the Village Manager from time to time.
- B. Mr. Steers shall fully and faithfully perform the duties and responsibilities of the Village Manager of the Village in accordance with the terms, conditions and provisions stated in this agreement, the Village Code and other applicable laws in a professional and respectable manner and with the full decorum required of a Village Manager generally and as provided by the standards and Code of Ethics of the International City/County Management Association. Mr. Steers recognizes that the duties and responsibilities of the Village Manager are dynamic and flexible, and may not be performed on a scheduled basis. Mr. Steers agrees to devote the amount of time and energy reasonably necessary to fully perform the duties and responsibilities required of the Village Manager.
- ~~C. At the time of appointment of Mr. Steers to the position of Village Manager the terms and conditions of his appointment to Assistant Village Manager and Code Enforcement Director as prescribed in the agreement date April 5th, 2011 and related Resolution dated April 6th, 2011 shall expire and otherwise be satisfied without recourse by the Board of Trustees or by Mr. Steers. It is acknowledged by both parties and indicated by Mr. Steers’ advancement to the position of Village Manager that his duties as Assistant Village Manager and Code Enforcement Director were fully and faithfully performed.~~

SECTION 2 – TERM AND RENEWAL

- A. Term. This Agreement shall be effective upon its execution by the parties and the approval of the Board of Trustees. The duration of this Agreement shall be for two years commencing on the anniversary date as provided herein unless terminated by the Village Board of Trustees or by Mr. Steers as set forth herein.
- B. Expiration/Renewal of Agreement. This Agreement shall expire at 11:59 PM exactly two years from the effective date of this Agreement, unless renewed or extended as provided herein. No earlier than six months prior to the expiration of the Agreement, the Employee shall have a right to request a statement from the Village Board of the Boards intention regarding renewal of the Agreement. The Village Board shall respond in writing to the Employee no later than thirty (30) days after the Employee's request. The Village Board's response shall state whether the Village Board intends to renew the Agreement; and if the Agreement is to be renewed, the proposed terms for renewal of the Agreement. If the Board's intention is not to renew the Agreement the Employee shall be provided for the duration of the Agreement reasonable time and assistance for purposes of securing other employment. The employee shall be obligated to fully and faithfully perform his obligations under the terms of this Agreement for the duration of the agreement unless the Employee voluntarily resigns from the Village Manager position as provided in section 7(B) below. In the event that the Employee does not make a written request for a statement concerning renewal of the Agreement, the Village Board may unilaterally notify the Employee of the Village Board's intention regarding renewal of the Agreement, and if the Agreement is renewed, the proposed terms for renewal of the Agreement. The Village Board may provide the unilateral notice during a three month period commencing six months prior to the expiration date.
- C. The Village Board shall have the exclusive right to extend the Agreement for a period of one year commencing from the anniversary date by notice to the employee no later than three months prior to the expiration date. If the Agreement is extended by the Village, the terms proposed by the Village Board for renewal of the Agreement shall apply during the one year extension.
- D. The terms for renewal or extension of the Agreement and the time frames set forth herein may be modified by mutual agreement of the parties and upon approval of the Village Board of Trustees.

SECTION 3– SALARY

- A. The annual base salary of Mr. Steers for the performance of his duties as Village Manager shall be ~~\$180,000.00~~ his current salary of \$190,000.00. The annual base salary shall be paid to Mr. Steers in the same manner and in accordance with the payroll practices as applied to appointed/nonunion employees of the Village.
- B. The Village Board of Trustees shall conduct a performance and goals evaluation annually, commencing with the completion of an evaluation no later than twelve (12) months after the effective date of this agreement. The performance and goals evaluation shall be subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties

to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting. The Employer may increase the compensation of the Employee or in lieu thereof may increase the amount of vacation time accumulated dependent upon the results of the performance and goals evaluation.

SECTION 4 – PAID LEAVE TIME AND BENEFITS

- A. The Employee’s paid leave time (Vacation, Personal Days, Sick Leave/Disability Leave) and benefits shall remain the same and be provided to the Employee as set forth in and/or in accordance with the Appointed/Non-Union Employee Benefit Plan adopted by the Village Board of trustees resolution dated November 1, 2004 and any amendment thereto, except as expressly provided herein. The employee shall be credited with annual paid leave time provided on a fiscal year basis. Accordingly, the employee shall continue to be provided membership in the New York State Employees Retirement System (“NYSERS”) for purposes of pension coverage.
- B. If the Employee desires to participate in the ICMA deferred compensation programs, the Village will take the actions necessary to allow the Employee to participate in the ICMA sponsored deferred compensation plan(s) on an employer non-contributory basis.
- C. The Employee shall be provided indemnification and be held harmless for the cost of defending legal action and liability resulting from legal action against the Employee related to his employment with the Village in accordance with the provisions of Chapter 30 of the Village Code.

SECTION 5 –VEHICLE

The Village shall provide the Employee with an assigned vehicle for professional and related business use. The vehicle shall be suitable for the use by the Employee as Village Manager. The Village shall maintain the vehicle in good working order and shall be responsible for any expenses related to the use of the vehicle for professional and Village related business use; however when the employee uses the vehicle for his own personal use, he shall be responsible for fuel costs.

SECTION 6– EMPLOYEE EXPENSES RELATED TO VILLAGE EMPLOYMENT

- A. Commencing on the effective date of this agreement the Village agrees to pay the reasonable professional and business expenses, dues and subscriptions of employee necessary for continuation of his participation as a member in national, state and local professional associations and organizations related to his employment as Village Manager for the good and benefit of performance of services as Village Manager, provided that payment by the Village shall not exceed the annual amount as may be budgeted for such purposes by the Village.
- B. Professional Meetings, Conferences, and Travel. The Village agrees to pay the reasonable and necessary expenses of the employee individually for purposes of attendance at and participation in professional conferences and meetings related to his employment as Village Manager including but not limited to: the annual conference of the New York State Municipal Management Association (NYSMMA), the Westchester County Municipal Administrators Association (MMA), the New

York State Building Officials Conference (NYSBOC), the International City/County Management Association (ICMA), and the Association of State Flood Plain Managers (ASFPM), provided that payment by the Village shall not exceed the annual amount as may be budgeted for such purposes by the Village.

~~C. Relocation and Housing Allowance: The Village shall provide the employee with a onetime payment of \$2,000.00 for the purposes of the Employee's relocation to Westchester County, New York to perform the services provided by this agreement. This payment shall be made on or about October 3, 2012.~~

SECTION 7 – TERMINATION AND SEVERANCE

- A. Upon notice of termination from Village employment authorized by the Village Board; and provided that the Employee is ready, willing, and able to continue to perform the duties and responsibilities of the Village Manager, the Employee shall be paid an amount equal to one-half of the annual salary rate then in effect for (the value of six months) which shall be paid by the Village to the Employee in one lump sum due to the employee upon separation from the Village. The Employee shall be paid in full for all his unused paid time off with no proration.
- B. The Employee may voluntarily resign from Village employment upon two months notice prior to the effective date of the Employee's resignation from Village employment, unless the employee and Village mutually agree otherwise. The terms of paragraph "A" above shall not apply if the employee voluntarily resigns from Village employment. The terms of this Agreement shall not be in effect after the effective date of the Employee's resignation from Village service except as provided for herein. In the event that the Employee resigns from Village employment on less than two months prior notice, as provided for herein, the Employee shall forfeit his right to payment, if any, of accrued and unused paid time off to which the Employee may be entitled. The Employee shall be paid in full for all his unused paid time off with no proration if however proper notice is given and/or agreed to as provided herein.

SECTION 8 – BOND

The Village shall bear the cost of any fidelity or other bonds required of the Employee under any law or the Village Charter.

SECTION 9 – MISCELLANEOUS

- A. Complete Agreement. It is understood and agreed that this written agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Any modification to terms and conditions stated herein shall be in writing and shall be made only upon the approval of the Village Board of Trustees and the agreement of the Employee.

- B. Written Modification: Any modification to the terms and conditions stated herein shall be in writing and shall be made only upon the approval of the Village Board of Trustees and the agreement of the Employee.
- C. Residency: The Employee shall be domiciled within the County of Westchester New York effective October 15th 2012. Any obligation to be domiciled within the Village of Port Chester shall be waived.
- D. Notices. Notices made pursuant to the terms of this Agreement shall be made in writing and delivered by personal delivery and/or overnight next day delivery service. Notice by the Employee to the Village shall be made by personal delivery to the Mayor during Village business hours or by overnight next day delivery to the Mayor's office in the Village. Notice by the Village to the Employee shall be made by personal delivery to the Employee during Village business hours or by overnight next day delivery to the address of the Employee's domicile on file with the Village. Notice shall be deemed made upon personal delivery or upon placement of the notice in an envelope correctly addressed with the correct payment in a receptacle used for purposes of deposit of such item for delivery maintained by the overnight next day delivery service.
- E. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall not be affected and shall remain in full force and effect.
- F. No Waiver. The Waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be constructed as a waiver of any subsequent breach by that party.
- G. Obligations Personal. The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.
- H. New York Law. This Agreement shall be governed by New York law, and any litigation, which may arise from this Agreement, shall be filed and litigated in Westchester County, New York.

VILLAGE OF PORTCHESTER
FOR THE VILLAGE BOARD OF TRUSTEES

CHRISTOPHER D. STEERS

MAYOR ~~DENNIS PILLA~~ NEIL PAGANO

CHRISTOPHER D. STEERS

DATE

DATE

Approved as to Form:

_____ Date: _____

Employment Agreement between Village of Port Chester and Christopher D. Steers

This Agreement, made and entered into this 5th day of May, 2014, by and between the Village of Port Chester, New York (hereinafter called “the Village”) with its principal offices located at 222 Grace Church Street Port Chester, New York 10573, and Christopher D. Steers (hereinafter called “Mr. Steers” or “Employee”), residing at [REDACTED]; pursuant to the following terms and conditions (“Agreement”):

Whereas, the Village wishes to re-appoint Mr. Steers to the position of Village Manager under the terms and conditions set forth herein; and

Whereas, Mr. Steers wishes to accept the appointment to the position as Village Manager under the terms and conditions set forth herein; and

Now therefore, in consideration of the mutual promises and covenants stated herein, the Village and Mr. Steers agree to the following:

SECTION 1– DUTIES

- A. The Village agrees to re-appoint Christopher D. Steers, effective October 11th, 2014 to the position of Village Manager of the Village of Port Chester to perform the duties and responsibilities and to exercise the powers of Village Manager as set forth in Chapter 77 of the Code of the Village of Port Chester and other applicable laws, and to perform such other legally permissible and proper duties and functions as assigned by the Village Board of Trustees and the Village Manager from time to time.

- B. Mr. Steers shall fully and faithfully perform the duties and responsibilities of the Village Manager of the Village in accordance with the terms, conditions and provisions stated in this agreement, the Village Code and other applicable laws in a professional and respectable manner and with the full decorum required of a Village Manager generally and as provided by the standards and Code of Ethics of the International City/County Management Association. Mr. Steers recognizes that the duties and responsibilities of the Village Manager are dynamic and flexible, and may not be performed on a scheduled basis. Mr. Steers agrees to devote the amount of time and energy reasonably necessary to fully perform the duties and responsibilities required of the Village Manager.

SECTION 2 – TERM AND RENEWAL

- A. Term. This Agreement shall be effective upon its execution by the parties and the approval of the Board of Trustees. The duration of this Agreement shall be for two years commencing on the anniversary date as provided herein unless terminated by the Village Board of Trustees or by Mr. Steers as set forth herein.

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- A. The annual base salary of Mr. Steers for the performance of his duties as Village Manager shall be his current salary \$190,000.00. The annual base salary shall be paid to Mr. Steers in the same manner and in accordance with the payroll practices as applied to appointed/nonunion and all other employees of the Village.
- B. The Village Board of Trustees shall conduct a performance and goals evaluation annually, commencing with the completion of an evaluation no later than twelve (12) months after the effective date of this agreement. The performance and goals evaluation shall be subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting. The Employer may increase the compensation of the Employee or in lieu thereof may increase the amount of vacation time accumulated dependent upon the results of the performance and goals evaluation.

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- B. If the Employee desires to participate in the ICMA deferred compensation programs, the Village will take the actions necessary to allow the Employee to participate in the ICMA sponsored deferred compensation plan(s) on an employer non-contributory basis.
- C. The Employee shall be provided indemnification and be held harmless for the cost of defending legal action and liability resulting from legal action against the Employee related to his employment with the Village in accordance with the provisions of Chapter 30 of the Village Code.

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- A. Commencing on the effective date of this agreement the Village agrees to pay the reasonable professional and business expenses, dues and subscriptions of employee necessary for continuation of his participation as a member in national, state and local professional associations and organizations related to his employment as Village Manager for the good and benefit of performance of services as Village Manager, provided that payment by the Village shall not exceed the annual amount as may be budgeted for such purposes by the Village.
- B. Professional Meetings, Conferences, and Travel. The Village agrees to pay the reasonable and necessary expenses of the employee individually for purposes of attendance at and participation in professional conferences and meetings related to his employment as Village Manager including but not limited to: the annual conference of the New York State Municipal Management Association (NYSMMA), the Westchester County Municipal Administrators Association (MMA), the New York State Building Officials Conference (NYSBOC), the International City/County Management Association (ICMA), and the Association of State Flood Plain Managers (ASFPM), provided that payment by the Village shall not exceed the annual amount as may be budgeted for such purposes by the Village.

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- A. Upon notice of termination from Village employment authorized by the Village Board; and provided that the Employee is ready, willing, and able to continue to perform the duties and responsibilities of the Village Manager, the Employee shall be paid an amount equal to one-half of the annual salary rate then in effect for (the value of six months) which shall be paid by the Village to the Employee in one lump sum due to the employee upon separation from the Village. The Employee shall be paid in full for all his unused paid time off with no proration.
- B. The Employee may voluntarily resign from Village employment upon two months notice prior to the effective date of the Employee's resignation from Village employment, unless the employee and Village mutually agree otherwise. The terms of paragraph "A" above shall not apply if the employee voluntarily resigns from Village employment. The terms of this Agreement shall not be in effect after the effective date of the Employee's resignation from Village service except as provided for herein. In the event that the Employee resigns from Village employment on less than two months prior notice, as provided for herein, the Employee shall forfeit his right to payment, if any, of accrued and unused paid time off to which the Employee may be entitled. The Employee shall be paid in full for all his unused paid time off with no proration if however proper notice is given and/or agreed to as provided herein.

SECTION 8 – BOND

The Village shall bear the cost of any fidelity or other bonds required of the Employee under any law or the Village Charter.

SECTION 9 – MISCELLANEOUS

- A. Complete Agreement. It is understood and agreed that this written agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Any modification to terms and conditions stated herein shall be in writing and shall be made only upon the approval of the Village Board of Trustees and the agreement of the Employee.
- B. Written Modification: Any modification to the terms and conditions stated herein shall be in writing and shall be made only upon the approval of the Village Board of Trustees and the agreement of the Employee.
- C. Residency: The Employee shall be domiciled within the County of Westchester New York effective October 15th 2012. Any obligation to be domiciled within the Village of Port Chester shall be waived.
- D. Notices. Notices made pursuant to the terms of this Agreement shall be made in writing and delivered by personal delivery and/or overnight next day delivery service. Notice by the Employee to the Village shall be made by personal delivery to the Mayor during Village business hours or by overnight next day delivery to the Mayor's office in the Village. Notice by the Village to the

Employee shall be made by personal delivery to the Employee during Village business hours or by overnight next day delivery to the address of the Employee's domicile on file with the Village. Notice shall be deemed made upon personal delivery or upon placement of the notice in an envelope correctly addressed with the correct payment in a receptacle used for purposes of deposit of such item for delivery maintained by the overnight next day delivery service.

- E. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall not be affected and shall remain in full force and effect.
- F. No Waiver. The Waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be constructed as a waiver of any subsequent breach by that party.
- G. Obligations Personal. The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.
- H. New York Law. This Agreement shall be governed by New York law, and any litigation, which may arise from this Agreement, shall be filed and litigated in Westchester County, New York.

VILLAGE OF PORTCHESTER
FOR THE VILLAGE BOARD OF TRUSTEES

CHRISTOPHER D. STEERS

MAYOR NEIL PAGANO

CHRISTOPHER D. STEERS

DATE

DATE

Approved as to Form:

_____ Date: _____

RESOLUTIONS

WORK SESSION

PUBLIC COMMENTS

PRESENTATION

RESOLUTIONS

AMENDING THE VILLAGE OF PORT CHESTER
APPOINTED/NON-UNION BENEFIT PLAN

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, by resolution adopted on November 1, 2004, the Board of Trustees adopted a benefit plan for public officers and employees that are appointed and/ or are not part of a collective bargaining unit; and

WHEREAS, the plan provides that an individual may request a payment in lieu of accrued vacation days with the approval of the individual's supervisor and prior notification to the Finance Office; and

WHEREAS, the Board desires that officers and employees take their allotted vacation time. Now, therefore, be it

RESOLVED, that the Appointed/Non-Union Benefit Plan adopted on November 1, 2004 be amended to eliminate the provision for a vacation "buy-out."

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:


NOES:

ABSENT:

DATE:

**MEMORANDUM
FROM
DEPUTY VILLAGE CLERK**

TO: Richard A. Falanka, Village Manager
Jason Molino, Assistant to the Village Manager
Anthony Siligato, Village Clerk/Treasurer
Anthony Cerreto, Village Attorney
Louise Prioleau, Secretary to the Village Manager
~~Thomas Hroncich, Superintendent of Recreation~~

FROM: Joan Marino 

DATE: November 4, 2004

RE: Appointed/Non-Union Benefit Plan

At a meeting of the Board of Trustees held on November 1, 2004, the Board adopted the attached resolution with regards to the Benefit Plan for Appointed/Non-Union Employees.

Attached is a copy of the Plan for your record.

JM:jm
enclosure

cc: Finance Office

RESOLUTION

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

WHEREAS, by resolution dated February 22, 2000, the Board of Trustees adopted a Management Benefit Plan for full-time officers and employees who are appointed and not within any collective bargaining unit; and

WHEREAS, the purpose of such action was so that there will be a uniform policy as to leave time, insurance, professional development and travel and business expense for these positions; and

WHEREAS, since that time, there has been certain developments, which require revision to the Management Benefit Plan. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby approves the revised Management Benefit Plan now titled "Appointed and Non-Union Benefit Plan", November 1, 2004, all other terms and conditions remaining.

ROLL CALL

AYES: Trustees Crane, Manning, Colangelo, Sorensen, Cicatelli, Ciccone and Mayor Logan

NOES: None

ABSENT: None

DATE: November 1, 2004

APPOINTED/NON-UNION BENEFIT PLAN

This Benefit Plan shall apply to the following appointed/non-union full-time positions and offices:

Fritz Village Manager
Jason Administrative Intern (Assistant to the Village Manager)
TONY S. Village Clerk/Treasurer
TONY C. Village Attorney
LOUISE Secretary to the Village Manager
Tom Superintendent of Recreation

I. LEAVE TIME

All leave time shall be determined based on the Village's fiscal year.

A. Vacation

Vacation time shall be credited on June 1 of each year.

Individuals may carry over up to 10 vacation days each year, not to exceed a total of 45 days. Individuals who have in excess of 45 days at the date of the adoption of this policy shall be excluded. Upon approval of the individual's supervisor, individuals may carry over additional unused vacation days upon evidence of unusual or exceptional circumstances.

At any time during employment, an individual may request a payment of accrued vacation days in any year with the approval of the individual's supervisor and prior notification to the Finance Office.

All unused vacation time shall be paid to an individual upon separation.

Vacation must be taken at a mutually agreeable time as approved by the individual's supervisor.

Village Manager, Administrative Intern, Village Clerk/Treasurer, Village Attorney, and Superintendent of Recreation.

Vacation time shall be 20 days/year.

All others

Vacation time shall be:

1st through 5th year of service— 10 days/year.

5th – 9th year – 15 days/year.

10th year – 20th year - 20 days/year.

21st year and thereafter 25 days/year

B. Personal Days

Four personal days each fiscal year which shall be credited June 1. Any unused personal day(s) shall be converted to sick days(s).

C. Sick Leave

Sick leave is earned at the rate of one day per month and may be accrued from year to year.

Sick leave may be used, with reasonable discretion and with approval of the individual's supervisor for family illness.

Individuals are responsible for reporting and justifying use of sick leave. Personal illness and/or disability in excess of 5 continuous working days may require justification. Appropriate documentation from the attending physician shall be made available upon request.

Upon separation of employment, individuals shall receive an amount not to exceed 175 of their accrued sick days.

Individuals shall also be granted a maximum of 130 days at full pay, regardless of the number of accrued sick days, for long-term or catastrophic illness or disability, or injury or illness compensable under the Workers Compensation Law. Individuals need not exhaust any of their sick leave or other time accruals to take advantage of this provision.

D. Compensatory Time

Village Manager, Administrative Intern, Village Clerk/ Treasurer, Village Attorney, and Superintendent of Recreation.

These individuals shall not receive any compensatory time.

All others:

These individuals shall receive compensatory time for time worked in excess of their regular work week approved in advance by the individual's supervisor. Compensatory time earned during a fiscal year must be used by the end of the year and shall not carry

over, except that compensatory time earned during the last three months of the fiscal year may carry over to only the first three months of the following fiscal year.

F. Longevity

There shall be no payments for longevity.

II. INSURANCE

A. Health Insurance

Individuals shall receive full-paid coverage (individual or family) through the Village's health insurance plan regardless of the date of hire or appointment.

Upon ten years of continuous service and retirement from the Village through the New York State Employees' Retirement System, individuals are entitled to full coverage in the plan that they were in on the date of retirement, individual or family as the case may be.

Individuals may opt out of the health insurance plan and receive an in lieu of payment when declining coverage. The payment or buyout will be issued on June 1 of each year and will be equal to the highest amount paid to any of the union members of the Village. This option is available only upon proof of alternate coverage.

B. Dental/Vision Insurance

Individuals shall receive full dental/vision coverage for themselves and their dependents through the Village's plan.

C. Life Insurance

Individuals shall be provided a term life insurance policy in the amount of \$50,000.

III. OTHER ITEMS

A. Professional Development

Education – 100% reimbursement upon successful completion of course. Education program must be job-related and approved by the Village Manager.

Licenses – Professional license and registration fees shall be paid by the Village.

B. Travel

Travel and other incidental business expense incurred while on village business shall be paid by the Village upon proof of same.

Adopted by the Board of Trustees on November 1, 2004



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Choose a Department

Village BOT Meeting Date: May 5, 2014

Item Type: Resolution

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

Sponsor's Name: Heather Krakowski, Recreation Leader

Heading Title
(Will appear as indicated below on Agenda)

LETTER OF SUPPORT ON BEHALF OF THE VILLAGE OF PORT CHESTER FOR THE "BARK FOR YOUR PARK" CONTEST ENTERED INTO BY THE PORT CHESTER DOG PARK GROUP TO ASSIST IN FUNDING A PROPOSED DOG PARK AT ABENDROTH PARK

Summary

Background:

On May 6, 2013, the Board of Trustees gave conceptual approval to a proposed dog park in Abendroth Park.

The Port Chester Dog Park Group has since been actively engaged in fund raising. The Group has identified a unique means of securing funds - the PetSafe "Bark for your

Park” Contest. Community support is required for the Group to enter the contest. There is a \$100,000 Grand Prize and four Runner-Up Prizes of \$25,000 each as well as other prizes.

The Group has requested that the Village show its support which would be in the form of a resolution of the Board of Trustees.

Dina Goren will make a short presentation.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

- | |
|--|
| <ol style="list-style-type: none">1..PetSafe Bark for Your Park Contest 2014 Official Contest Rules2. Draft Letter of Support |
|--|

LETTER OF SUPPORT ON BEHALF OF THE VILLAGE OF PORT CHESTER FOR THE
“BARK FOR YOUR PARK” CONTEST ENTERED INTO BY THE PORT CHESTER DOG
PARK GROUP TO ASSIST IN FUNDING A PROPOSED DOG PARK AT ABENDROTH
PARK

RESOLVED, that the Village Manager is hereby authorized to send the annexed letter of support for the Port Chester Dog Park Group’s submission in the “Bark for Your Park” Contest to assist in funding a proposed dog park at Abendroth Park.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

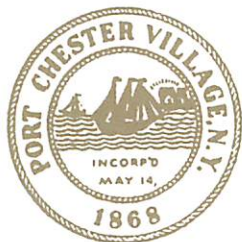
ROLL CALL

AYES:

NOES:

ABSENT:

DATE:



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, NY 10573

Christopher D. Steers
Village Manager

(914) 939-2200
Fax: (914) 937-3169
E-mail: csteers@portchesterny.com

May 5, 2014

Dear PetSafe Bark for Your Park Committee:

On behalf of the Village of Port Chester, New York, I have been authorized by the Board of Trustees to support our community's participation in the PetSafe's 2014 Bark for Your Park dog park contest.

On May 6, 2013, the Village Board of Trustees adopted a resolution granting conceptual approval to using a portion of Abendroth Park for a proposed dog park.

Since that time, the Port Chester Dog Park Group has been raising the funds necessary to see that the proposed dog park become a reality.

Thank your for your consideration. Should you require any additional information, please do not hesitate to contact me.

Very truly yours,

Christopher D. Steers
Village Manager

CDS:mtv

cc: Dina Goren, Port Chester Dog Park Group
Heather Krakowski, Recreation Supervisor
Jerry Terranova, Chairman, Park Commission

The PetSafe® Bark for Your Park Contest

2014 OFFICIAL CONTEST RULES

Enter your Community in the PetSafe Bark for Your Park Contest to give your Community a chance to win \$100,000 toward the cost of building or renovating a Community dog park and other great prizes.

By entering the PetSafe Bark for Your Park Contest, you accept and agree to be bound by these Official Contest Rules. To become a Finalist, your Community must also accept and agree to be bound by these Official Contest Rules.

1. No Purchase Necessary:

No purchase necessary to enter. A purchase will not increase your or your Community's chances of winning.

2. Sponsor:

The PetSafe Bark for Your Park Contest (the "Contest") is sponsored by Radio Systems® Corporation, which has its principal place of business at 10427 PetSafe Way, Knoxville, TN 37932 (the "Sponsor").

3. Prize Description:

Grand Prize and Runner-Up Prizes: Sponsor will award one (1) Community the sum of \$100,000 (the "Grand Prize") and four (4) Communities the sum of \$25,000 (each, a "Runner-up Prize"). The Grand Prize and the Runner-up Prizes (each, a "Prize" and collectively,

the “Prizes”) must be used toward the cost of building or renovating a dog park, in accordance with these Official Contest Rules.

Dog-Tag Superlative Prizes: Sponsor will award five (5) Finalists (hereinafter defined) with one of the following prizes (each a “Dog-Tag Superlative Prize” and collectively, the “Dog-Tag Superlative Prizes”):

- (i) **Social Spirit Winner** – 5 PetSafe Social Pet Systems.
- (ii) **Old Dog, New Trick Winner** – Five \$100 coupons for PetSafe pet training products.
- (iii) **Shelter Supporter Winner** – 200 Busy Buddy® toys for a local shelter, plus 5 one-year’s supply of Busy Buddy toys.
- (iv) **PetSafe Best Picture Award Winner** – Premium placement of the winner’s Video on the PetSafe YouTube channel for two weeks and 5 PetSafe Social Pet Systems.
- (v) **Album of the Year Winner** – 5 PetSafe fountains and 20 Hy-drate™ universal filtration systems.

The total value of each Dog-Tag Superlative Prize to be awarded for each category is less than Four Thousand dollars (\$4,000).

Mini-Prizes: Sponsor will award ninety (90) prizes of various PetSafe products to individual Entrants (each a “Mini-Prize” and collectively, the “Mini-Prizes”). The total value of each Mini-Prize to be awarded is less than five hundred dollars (\$500).

4. Contest Dates:

This Contest will begin at 8:00:00 am ET May 7, 2014 and end at 11:59:59 pm ET on July 31, 2014 or upon announcement and qualification of the Prize Winners, whichever is later. Entries must be submitted by 5:00 pm ET on June 7, 2014.

The current Contest schedule is:

May 7, 2014 at 8:00 a.m. ET	Contest Opens; Entry Period Voting Begins
June 7, 2014 at 5:00 p.m. ET	Deadline for Submission of Entries; Entry Period Voting Ends
June 13, 2014	Notification of Finalists; Finalist Voting Period Begins; Bonus Period Voting Begins
July 7, 2014 at 5:00 p.m. ET	Deadline for Submission of Finalist Videos
July 21, 2014	Announcement of the Dog-Tag Superlative Prize Winners
July 25, 2014	Bonus Period Voting Ends
July 31, 2014 at 11:59:59 p.m, ET	Finalist Voting Ends
August 4, 2014 (Tentative)	Announcement of Grand Prize and Runner-Up Prize Winners

5. Entrant Eligibility:

The Contest is open only to legal residents of the 48 contiguous United States and District of Columbia who have reached the age of majority at the time of entry (each, an “Entrant”). When the word “you” is used in these Official Contest Rules, it means the Entrant. Employees, officers, directors, affiliates, licensees, distributors and fulfillment agencies of the Sponsor, and respective immediate family members (a spouse, sibling, parent, child or grandparent and the spouses of such persons) and

other persons living in their same households are not eligible to participate in the Contest.

An Entrant may enter the Contest to nominate and/or vote for his or her Community in accordance with these Official Contest Rules. Only Communities (as hereafter defined) are eligible to win a Prize, and no prize will be awarded to any individual Entrant.

6. Community Eligibility:

The term "Community" as used in these Official Contest Rules means (a) a county, city, municipality or other local governmental unit, legally organized, constituted and existing under state law (a "Local Government") or (b) a non-profit, public benefit organization legally organized and existing under state law which has received tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and which manages or operates park facilities on behalf of a Local Government or which owns, manages and/or operates park facilities which are open to the general public at no charge (an "Eligible Non-profit Organization").

To be eligible to be selected as a Finalist, a Community must agree to accept and be bound by these Official Contest Rules and must submit the following to Sponsor¹ before 5:00 pm ET on June 7, 2014:

- (i) a verification letter from the land owner where the proposed dog park will be built that confirms the land owner's support for the project;
- (ii) letter(s) from the city or county mayor, city manager, the director of parks and recreation, or other civic leader within the Community that document their support of the proposed dog park and

their willingness to complete the project if the Community is chosen as a Prize Winner; and

(iii) examples of media support, if any, of the proposed dog park, providing web links to local media coverage of the contest showing or promoting the Community's participation.

These submissions may be made to Sponsor via the petsafe.net/barkforyourpark or facebook.com/PetSafeBrand websites. To be eligible to win a Prize, a Community must meet the Community Eligibility Requirements set forth in paragraph 7(m) below in addition to the foregoing requirements.

No previous Bark for Your Park Prize winner is eligible to become a Finalist or win a Prize. No Community within a thirty (30) mile radius of a dog park or proposed dog park that has or will be constructed with funds received by a previous Bark for Your Park Prize winner is eligible to become a Finalist or win a Prize. A list of the previous Prize winners and their dog park locations can be found at petsafe.net/barkforyourpark/past-winners/.

7. How to Play / Description of Contest:

(a) Entry.

To enter a Community in the Contest, an Entrant must visit the petsafe.net/barkforyourpark website and complete the entry form online by answering all the questions in the form (an "Entry"). Each Entry must include a complete Entry form including Entrant's name, e-mail address, the name of the Community for which the Entry is submitted and complete answers to all other questions contained in the form. Entrants that have submitted valid Entries are registered to vote in the Contest.

To register to vote in the Contest without submitting an Entry, an Entrant must visit

thepetsafe.net/barkforyourpark or facebook.com/PetSafeBrand website and complete the entry form online by answering all of the questions in the form. An Entrant may register to vote in the Contest at any time before July 31, 2014 at 11:59:59 p.m. ET.

An Entrant may not enter the Contest using multiple addresses, emails or identities and may not use any other device or artifice to register multiple times or as multiple parties. Any Entrant who attempts to enter multiple times or use multiple identities or who uses any device, false identity or artifice to enter multiple times automatically will be disqualified from the Contest.

All Entries must be received by the Sponsor after 8:00 am ET on May 7, 2014 and before 5:00 pm EDT on June 7, 2014 ("Entry Period"). Any Entry that is illegible, inaccurate, late or does not otherwise conform with these Official Contest Rules will be disqualified. Sponsor is not responsible for late or incomplete Entries or for technical problems with the website. If a problem occurs during the transmission process of an Entry, the Entrant should receive an "ERROR" message; however, the Entrant is solely responsible for all electronic submissions, and Sponsor will not be responsible for any submission that is not received due to an incomplete or improper transmission or other technical problems.

Sponsor has no obligation to correspond with any Entrant or acknowledge the receipt of any Entry. Sponsor has no obligation to advise Entrant of an incomplete Entry, and any Entry that is incomplete may be disqualified.

(b) Community Designation.

In the event multiple Entries are submitted on behalf of overlapping or contiguous Communities or on behalf of multiple Eligible Non-profit

Organizations which are in the same general geographic area or overlapping geographic areas (such as a city and a county or an Eligible Non-profit Organization and the city in which it is located), Sponsor, in its sole discretion, may elect to designate which of the nominated Communities will be considered for selection as a Finalist.

(c) Phase 1 Voting.

Each Entrant may vote for one or more Communities of the Entrant's choice during the Entry Period. Voting is limited to one vote per Entrant, per day, per Voting site. "Voting site(s)" are defined aspetsafe.net/barkforyourpark and [facebook.com/PetSafeBrand](https://www.facebook.com/PetSafeBrand). A "day" is defined as a 24 hour interval between 12:00:00 am ET and 11:59:59 pm ET. Any Entrant who attempts to vote multiple times or with multiple identities or who uses any device, false identity or artifice to vote multiple times automatically in violation of these Official Contest Rules will be disqualified from the Contest.

(d) Selection of Finalists.

At the end of the Entry Period, the nominated Communities that have complied with the requirements set forth in paragraph 6 will be grouped into three (3) categories based on their population size relative to the other nominated Communities, and the five (5) Communities in each of the three (3) size categories that received the highest number of votes during the Entry Period will be declared Finalists (the "Finalists") and will move on to the next phase of the Contest. The fifteen (15) Communities selected as Finalists will be notified of their selection as Finalists on June 13, 2014 or as soon thereafter as practicable. Community population size is determined by the U.S. Census Bureau for the most recent year available. In the event a Community which is selected as a Finalist fails to satisfy the Community Eligibility Requirements or declines to proceed with the Contest, the Sponsor at the Sponsor's sole discretion reserves the right to select another

Finalist, which shall be the Community with the next highest number of votes in the same size category which meets the Community Eligibility Requirements.

(e) Submission of Video by Finalists.

Each Finalist is asked to submit a video commercial that encourages their Community to vote for the Finalist (“Video” or “Videos”). The Video may be submitted by the Community or by another person or entity designated by the Chief Executive Officer of the Community to submit the Video on behalf of the Community.

(f) Video Requirements.

Each Video submission should not exceed thirty (30) seconds in length and should be a commercial advertisement directed at the Community that creatively encourages Community members to vote for the Finalist in the Contest. Video files must be uploaded to Sponsor’s website by 5:00 pm ET on July 7, 2014. Once the Video is submitted to Sponsor, the uploaded Video is final and may not be modified, edited or withdrawn by the Finalist.

By submitting a Video, the Finalist represents and warrants to Sponsor that the Video:

- (i) is original and has been lawfully created;
- (ii) does not infringe upon the intellectual property rights or privacy rights of any third party;
- (iii) has not been published or previously circulated; and
- (iv) has not been entered in any other contests or won any awards.

Each submission must include a Release and Assignment of Rights (“Release”) from each person involved in the production of the Video, including but not limited to persons appearing in, writing, narrating, filming, directing, editing, and/or producing the Video (a “Video Participant”). Each Video Participant must sign and deliver to Sponsor a Release, in which the person irrevocably assigns and transfers any and all right, title, and interest in the Video, including all intellectual property rights, to the Sponsor for any use Sponsor deems appropriate, including a perpetual royalty-free license to copy, distribute, modify, display, use and perform the Video for promotional and commercial uses. Each Community selected as a Finalist or the submitter or submitters acting on its behalf must represent to Sponsor that it or they collectively own all rights, including copyrights, in the Video and have the right to convey those rights to Sponsor. Music or background music should not be added to the Video unless the work is entirely original. Release forms may be downloaded from the PetSafe® Bark for Your Park Contest Website.

Videos must be submitted on-line by 5:00 pm ET on July 7, 2014. Technical requirements for on-line submission will be provided to the Finalists.

Each Video submitted to Sponsor in accordance with these Official Contest Rules that meets the requirements of said Rules and is deemed acceptable to Sponsor will have a closing graphic added at the end of the Video that incorporates the Sponsor’s trade name and trademarks. The inclusion of such closing graphic, trade name and marks does not in any way grant any right or license to use said graphic, name and marks in any other fashion, and Sponsor retains all right, title and interest in and to said name and marks.

(g) Phase 2 Voting.

Entrants will have the right to vote for their favorite Finalist from the time the Finalists are announced until 11:59:59 ET on July 31, 2014 ("Voting Period"). Sponsor reserves the right to extend the Voting Period for any reason Sponsor deems necessary.

Voting is limited to one vote per Entrant, per day, per Voting site.

"Voting site(s)" are defined

aspetsafe.net/barkforyourpark and [facebook.com/PetSafeBrand](https://www.facebook.com/PetSafeBrand). A

"day" is defined as a 24 hour interval between 12:00:00 am ET and 11:59:59 pm ET. The use of any automatic voting methods by any Entrant, Community or its supporters will invalidate all votes for such Community.

The fifteen (15) Videos for the Communities that are selected as Finalists will be posted on the PetSafe Bark for Your Park Contest Website and the PetSafe fan page on Facebook on July 8, 2014 at 8:00:00 am ET or as soon thereafter as practicable. Sponsor permits and encourages Finalists to broadcast their Video publically including, but not limited to, on local television stations.

(h) Bonus Period Voting and Mini-Prize Winners.

From and after the announcement of the Finalists on June 13, 2014, each Entrant will have the ability to generate seven (7) additional votes per week for a Community of their choice by completing a task assigned by the Sponsor on the PetSafe Bark for Your Park Contest Website. The Bonus Period will last for six (6) weeks and end on July 25, 2014.

Each week during the Bonus Period, Entrants that successfully complete the week's task during the time allotted and assigned by the Sponsor on the PetSafe Bark for Your Park Contest Website and who also complete an entry form will be entered to win one (1) of the fifteen (15) Mini-Prizes being awarded that week. The weekly Mini-Prize

winners will be selected at random by a drawing performed by the Sponsor, or an authorized agent of the Sponsor, within five (5) days of the close of that week's assigned task. The Mini-Prize drawing will be made from all eligible entries received as of the drawing date. Odds of becoming a Mini-Prize winner depend on the number of eligible entries received. Prior winners are eligible to participate in and win Mini-Prizes awarded in subsequent weeks. Sponsor will notify Mini-Prize winners by email or phone, at the discretion of Sponsor, within forty-eight (48) hours of the drawing. If any Mini-Prize winner fails to comply with these Official Contest Rules, or is ineligible to receive a Mini-Prize, the Mini-Prize will be awarded to an alternate party selected by a second random drawing conducted in accordance with these Official Contest Rules. The Sponsor shall not be responsible or liable for failure to contact a potential Mini-Prize winner who provides incorrect or incomplete contact information. All Mini-Prize winners may be required to submit valid identification to the Sponsor to claim a Mini-Prize.

(i) Dog-Tag Superlative Prize Winners

Each Finalist is eligible to win a Dog-Tag Superlative Prize based on the following five dog-tag superlative categories:

(i) Social Spirit Winner

This Dog-Tag Superlative Prize will be awarded to the Finalist that uses social media to promote their Community in the most unique way. The winner will receive 5 PetSafe Social Pet Systems.

(ii) Old Dog, New Trick Winner

This Dog-Tag Superlative Prize will be awarded to the Finalist that has shown the most improvement from past Bark For Your Park Contests. The winner will receive five (5) \$100 coupons for PetSafe pet training products.

(iii) Shelter Supporter Winner

This Dog-Tag Superlative Prize will be awarded to the Finalist that does the best job of supporting their local animal shelter. The winner will receive 200 Busy Buddy toys for their shelter, plus 5 one-year's supply of Busy Buddy toys.

(iv) PetSafe Best Picture Award Winner

This Dog-Tag Superlative Prize will be awarded to the Finalist that submits the Sponsor's favorite Video. The winner will receive premium placement of the winner's Video on the PetSafe YouTube channel for two weeks and also receive 5 PetSafe Social Pet Systems.

(v) Album of the Year Winner

This Dog-Tag Superlative Prize will be awarded to the Finalist that submits the Sponsor's favorite photographs. The winner will receive 5 PetSafe fountains and 20 Hy-drates universal filtration systems.

The Dog-Tag Superlative Prize Winners will be selected by a panel of judges ("Judges") selected by the Sponsor in its sole discretion. Sponsor may remove or replace a Judge or appoint additional Judges at any time in its sole discretion. The Dog-Tag Superlative Prize Winners will be announced on July 21, 2014 or on such later date as may be announced by Sponsor. A Finalist may not win more than one Dog-Tag Superlative Prize. The odds of a Finalist winning a Dog-Tag Superlative Prize are one in three. If any Dog-Tag Superlative Prize winner fails to comply with these Official Contest Rules, or is ineligible to receive a Dog-Tag Superlative Prize, the Dog-Tag Superlative Prize will be awarded to an alternate Finalist selected by the Judges. In addition to the above Dog-Tag Superlative Prizes, each Dog-Tag Superlative Prize Winner will receive a small Dog-Tag award that will complement their tag design on the contest website.

(j) Grand Prize Winner and Runner-Up Prize Winner Selections.

The Finalist which receives the highest number of Votes (hereinafter defined) and which otherwise complies with the Official Contest Rules

and meets all Community Eligibility Requirements will be declared the Grand Prize Winner by Sponsor on August 7, 2014 or on such later date as may be announced by Sponsor.

Of the remaining Finalists, the three Finalists which receive the highest number of Votes within their size category and which otherwise comply with the Official Contest Rules and meet all Community Eligibility Requirements will be declared Runner-up Prize Winners by Sponsor on August 7, 2014 or on such later date as may be announced by Sponsor.

Of the remaining Finalists who are not already a Prize Winner, the Finalist with the highest level of participation (based on the number of Votes received versus the demographic size of the Community) and which otherwise complies with the Official Contest Rules and meets all Community Eligibility Requirements will be declared a Runner-up Prize Winner by Sponsor on August 7, 2014 or on such later date as may be announced by Sponsor.

For purposes of determining the Grand Prize Winner and the Runner-up Prize Winners, "Votes" means the total votes the Community received during the Voting Period and does NOT include any votes received during the Entry Period.

(k) Award of Grand Prize.

The Community designated as the Grand Prize Winner will be awarded \$100,000 by Sponsor for use in development and construction of a dog park in the Community, subject to compliance with these Official Contest Rules and satisfaction of all Community Eligibility Requirements.

(l) Award of Runner-Up Prizes.

The Finalist which receives the highest number of Votes (hereinafter defined) and which otherwise complies with the Official Contest Rules and meets all Community Eligibility Requirements will be declared the Grand Prize Winner by Sponsor on August 7, 2014 or on such later date as may be announced by Sponsor.

(m) Community Eligibility Requirements. To be eligible to receive a Prize, each Community selected as a Prize Winner must:

- (i) agree in writing to be bound by these Official Contest Rules.
- (ii) provide land for construction and operation of the dog park, the location and suitability of which are subject to Sponsor's reasonable approval.
- (iii) provide a budget for the design and construction of the dog park, which shall be subject to Sponsor's reasonable approval.
- (iv) provide evidence of appropriation or availability of sufficient funds to complete construction of the dog park in accordance with the proposed budget.
- (v) provide a budget for operation of the dog park, which shall be subject to Sponsor's reasonable approval, and commit to maintain and operate the dog park for at least three (3) years from the date the dog park opens to the general public.
- (vi) make the dog park available for use by the general public at no charge, subject to reasonable rules and regulations concerning such use.

(vii) agree to permanently include Sponsor's name in the name of the dog park and include Sponsor's name and logo in all materials related to the dog park.

(viii) coordinate the opening of the dog park with Sponsor and participate in promotional activities related to the contest and the dog park as reasonably requested by Sponsor.

8. Use and Funding of Grand Prize:

The \$100,000 Grand Prize cannot be used to purchase land and must be used only for direct costs of development and construction of the dog park, such as design fees, permits, site preparation, construction services, building materials, installation of utilities, and other capital expenses related to development and construction of the dog park, which shall be set forth in a project budget and subject to Sponsor's reasonable approval (the "Approved Expenses"). If the cost for constructing the Grand Prize Winner's dog park is less than \$100,000, the remaining funds will be donated by the Sponsor to the tax exempt animal shelter closest to the dog park.

The Grand Prize will be paid and disbursed to the Community in three (3) installments at the following milestones of development and construction of the dog park:

- one-third of the funds will be disbursed upon approval by Sponsor of the Community's plan for the project, which shall include the site information, concept plan, plans and specifications, budget, cost estimates and construction timeline;
- one-third of the funds will be disbursed upon issuance of all required construction permits and commencement of construction by the Community; and

- one-third of the funds will be disbursed at the grand opening of the dog park following completion of construction.

The grand opening of the dog park should take place no later than the Spring of 2017, subject to weather and other factors beyond the Community's control. Sponsor will not be responsible for delays in approvals, construction, planning, or other issues outside of Sponsor's control.

9. Use and Funding of Runner-up Prizes:

Each \$25,000 Runner-up Prize can only be used for Approved Expenses and will be paid and disbursed to the Community in one (1) installment upon the following conditions:

- approval by Sponsor of the Community's plan for the project, which shall include the site information, concept plan, plans and specifications, budget, cost estimates and construction timeline; and
- issuance of all required construction permits and commencement of construction by the Community.

The commencement of construction of the dog park should take place no later than August 31, 2017. If the commencement of construction has not occurred by August 31, 2017, the funds will be donated by the Sponsor to a local tax exempt organization limited to animal shelters, animal welfare groups, animal rescue groups, or animal advocacy groups as decided by the Community's Chief Executive Officer. Sponsor will not be responsible for delays in approvals, construction, planning, or other issues outside of the Sponsor's control.

10. Advertising and Promotion:

The Sponsor and each of its respective affiliates, distributors, licensees, suppliers and advertising/promotion agencies (collectively, the “Sponsor Affiliates”) shall, except to the extent prohibited by law, have the right and permission to use each Entrant’s name, photograph and/or likeness and city/state of residence, and each Community’s Video for advertising, promotion, trade and/or any other lawful purpose in any media or format now or hereafter known without further compensation, permission or notification. By entering the Contest, each Entrant grants such rights and permission and agrees to release Sponsor from any and all claims that any advertising produced, presented, and/or prepared by or on behalf of the Sponsor infringes upon the Entrant’s rights with regard to any portions or ideas contained in any Entry. Each Community selected as a Finalist grants such rights and permission and agrees to release Sponsor from any and all claims that any advertising produced, presented, and/or prepared by or on behalf of the Sponsor infringes upon the Community’s rights with regard to any portions or ideas contained the Video submitted by the Community. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.

11. Privacy:

Personally identifiable information for each Entrant will not be sold or otherwise transferred to unaffiliated third parties but may be used by the Sponsor to contact Entrants in the future with offers and announcements that the Sponsor feel may be of interest. If an Entrant does not wish to be contacted by the Sponsor, the Entrant should opt-out of such contact by sending written notice to PetSafe Marketing – Opt Out; 10427 PetSafe Way; Knoxville, TN 37932.

The names and Community affiliation of Entrants may be announced publicly in connection with the announcement of any Finalists or Prize

Winners and in connection with the on-line posting on Facebook of any Finalist Videos. Videos and other information posted on Facebook will be subject to Facebook's privacy policies.

12. Limitation of Liability:

The Sponsor and Sponsor Affiliates expressly disclaim, shall have no liability and shall be held harmless from and against any liability, loss, injury or death to entrant or any other party, including without limitation damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize (including any travel or prize activity related thereto) or such party's participation in this Contest. Entrants and communities further acknowledge that neither Sponsor or Sponsor's affiliates has made or is in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any right or prize, including, but not limited to, the value, quality, condition or fitness of any prize, other than the dollar amount of the Prizes. All prizes are provided "as is" and Sponsor disclaims all warranties, whether express or implied with respect thereto.

13. Miscellaneous:

(a) Each Entrant and Community agree to indemnify and hold Sponsor and Sponsor's Affiliates, including but not limited to Facebook, (collectively, "Indemnatee") harmless from any and all claims, damages, expenses, costs including attorney's fees, and liabilities, including settlements brought or asserted by any third party against the Indemnatee, due to or arising out of or in any way related to the participation of the Entrant or the Community in this Contest.

(b) SPONSOR RESERVES THE RIGHT TO PROSECUTE AND/OR SEEK DAMAGES FROM ANY PERSON(S) THAT DAMAGES

OR UNDERMINES THE LEGITIMATE OPERATION OF THE CONTEST TO THE FULLEST EXTENT PERMITTED BY LAW.

(c) Sponsor reserves the right, without notice and at any time, to disqualify and remove the vote(s) of an Entrant or Community who violates these Contest Rules or the Sponsor's Code of Conduct found on the Sponsor's website at petsafe.net/--contest-rules/code-of-conduct/. Sponsor has no obligation to correspond with persons regarding suspected violations of any Entrant or Community.

(d) Sponsor reserves the right, without prior notice and at any time, to terminate the Contest, in whole or in part, or modify or suspend the Contest, if it determines, in its sole discretion, that the Contest is in any way impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or undermined the proper play, integrity, and/or feasibility of the Contest.

(e) All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules or the rights and obligations of the participant or Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state, provincial or federal laws. Exclusive jurisdiction and venue for any action arising out of or relating to the Contest shall be in the state or federal courts of record located in Knox County, Tennessee. By submitting an Entry, the Entrant hereby agrees to submit to the exclusive jurisdiction and venue of such courts for all purposes in connection with these Official Contest Rules and the Contest.

(f) Sponsor shall not incur any liability to any Entrant or Community for any losses or damages of any nature whatsoever incurred or suffered by a Force Majeure Event including but not limited to: acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods), power outages, war, riot, commotion, strikes, or acts or threats of terrorism.

(g) The decision of the Sponsor as to all other matters related to the Contest is final and unappealable.

(h) The odds of winning depend upon the number of qualified Entries and votes received. The value of the Grand Prize is \$100,000 and the value of each Runner-up Prize is \$25,000. 5 Dog-Tag Superlative Prizes will be awarded on July 21, 2014. The value of each Dog-Tag Superlative Prize is less than \$4,000. 15 Mini-Prizes will be awarded each week beginning on 6/20/2014 and ending on 7/25/2014 for a total of ninety (90) Mini-Prizes. The value of each Mini-Prize is less than \$500. No other prizes will be awarded.

(i) VOID WHERE PROHIBITED BY LAW.

14. Prize Winners:

To obtain the names of the official Prize Winners, send a self-addressed stamped envelope by October 1, 2014, to: PetSafe Bark for Your Park Contest – Winner Names; 10427 PetSafe Way; Knoxville, TN 37932 after the Contest or visit the Sponsor's website at petsafe.net/barkforyourpark.

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RESOLUTION
APPOINTMENT OF MEMBER TO PLANNING COMMISSION

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

RESOLVED, that _____, residing in Port Chester New York, be and hereby is appointed as an ALTERNATE member of the Port Chester PLANNING COMMISSION, and to fill the seat previously held by Sheila M. Rogan, effective immediately with said term expiring on 06/16/2014.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Choose a Department

Village BOT Meeting Date: May 5, 2014

Item Type: Resolution

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

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

Heading Title
(Will appear as indicated below on Agenda)

APPROVING REVISED FEES FOR THE USE OF VILLAGE
 PARKS

Summary

Background:

The Park Commission had established revised fees for the use of Village parks. These fees are subject to review and approval of the Board of Trustees.

For your information, a municipality has the right to charge such user fees as long as they are reasonable and non-discriminatory. A municipality may charge persons who are not residents higher fees than it charges residents, so long as the non-resident fee does not substantially exceed the comparable fees assessed to residents. Gerwitz v. City of Long Beach, 69 Misc. 2d. 763, affirmed 45 AD 2d 841 (2nd Dept. 1974),

motion for leave to appeal, denied 35 N.Y. 2d 644 (1974). City imposed different rates for residents and non-residents for beach access; as non-resident fee of two-times the resident fee is reasonable).

Further, as required by the agreement between Westchester County and the Village, the revised non-resident fees for Columbus Park cannot exceed double the resident rate and must obtain the County's approval. Such approval has been secured.

The revised fees will be codified in the Village Code.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

ESTABLISHING REVISED FEES FOR THE USE OF VILLAGE PARKS

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 Park Commission has recommended fees for the use of Village parks; and

WHEREAS, the Chairman of the Park Commission has made a presentation with regard to same and has urged their approval by the Board of Trustees. Now, therefore, be it

RESOLVED, that the Code of the Village of Port Chester, Chapter 175, Fees, be amended as follows:

Code Reference

Section 236- 5

Fee

DELETE:

Permit fee for all parks

Up to four hours

Residents \$100

Nonresidents \$200

Resident corporations \$200

Nonresident corporations \$300

Nonprofit organizations \$25

ADD:

Group Use (up to five hours)

Residents Up to 49 persons \$100

51-99 persons \$225

100 persons

and over \$600

Non-Resident	Up to 49 persons	\$250
	50-99 persons	\$500
	100 persons and over	\$1,000

Athletic Field Use (two hours)

Lyon Park Baseball Field

Resident	\$50
Non-Resident	\$200

Recreation Park Baseball Field

Resident	\$50
Non-Resident	\$200

Abendroth Park Softball Field

Resident	\$50
Non-Resident	\$200

Abendroth Park Soccer Field

Resident	\$50
Non-Resident	\$200

Columbus Park Soccer Field

Youth Resident	\$60
Youth Non-Resident	\$120
Adult Resident	\$90
Adult Non-Resident	\$180
Resident Corporation	\$175
Non-Resident corporation	\$350

(Youth designation is 18 years or less or still in high school)

Edgewood Park Baseball Field

Resident	\$50
Non-Resident	\$100

Edgewood Park Soccer Field

Resident	\$50
Non-Resident	\$100

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

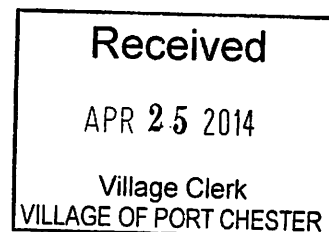
NOES:

ABSENT:

DATE:

CORRESPONDENCE

Joseph L. Suppa
549 King Street
Port Chester, New York 10573



April 22, 2014

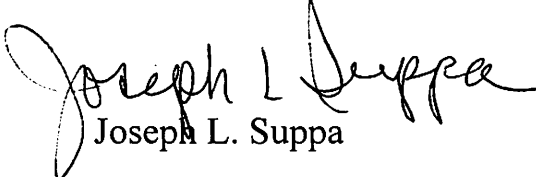
Mayor Neil Pagano & the Board of Trustees
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

Dear Mayor Pagano & the Board of Trustees:

This letter is to inform you, effective immediately, of my resignation from the Architectural Board of Review.

Thank you for the opportunity to serve as a Commissioner in the Village of Port Chester.

Very truly yours,


Joseph L. Suppa

NEW YORK

**STATE
SENATE**



SENATOR GEORGE LATIMER
37TH SENATE DISTRICT

ANDREW FERRIS
COMMUNITY LIAISON



PHONE (914) 934-5250

E-MAIL: FERRIS@NYSENATE.GOV

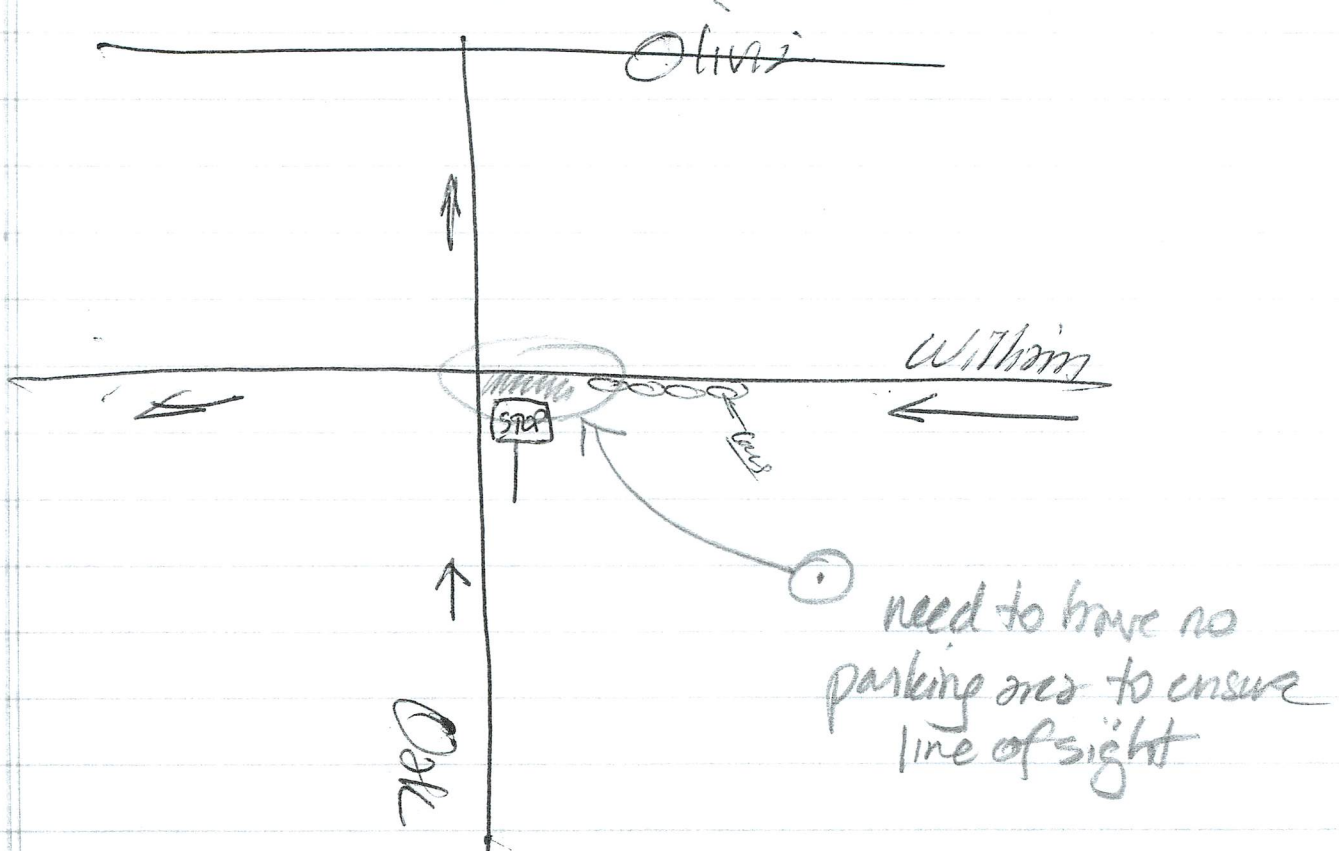
Marian Gray
61 Oak St #2L
Portchester, NY 10573
937-2454

VILLAGE OF PORT CHESTER

APR 28 2014

RECEIVED VM

- Corner of Oak & William
Stop sign on Oak, no stop sign on William
- Vision limited because of parking on William
along East St.
Need to create no parking zone (X feet) from
corner to ensure proper line of sight



MINUTES

MEETING HELD APRIL 12, 2014

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Saturday, April 12, 2014, in the Village Hall Conference Room, 222 Grace Church Street, Port Chester, New York, with Mayor Neil Pagano presiding.

It should be noted that Trustees Brakewood and Kenner were absent and Trustee Marino left the meeting at 10:56 a.m.

Additionally, it should be noted that Trustee Terenzi arrived at 9:06 a.m.

Also present were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto (via telephone), Director of Planning and Development Christopher Gomez, Village Planner Jesica Youngblood; Rye Town Assessor Denise Knauer and Attorney at Law Steven Barshov.

On motion of Trustee Adams, seconded by Trustee Marino, the meeting was declared opened at 9:00 a.m.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Brakewood and Kenner.

DATE: April 12, 2014

WORK SESSION

Zoning Code §345-16 Building height and floor area bonus program.

Director of Planning and Development Christopher Gomez z provided the Board with a presentation on zoning code §345-16. Building height and floor area bonus program that was adopted by the board in March 2013.

State Environmental Quality Review Act (SEQRA) Process and Implementation.

Attorney at Law Steven Barshov provide an overview of New York State SEQRA law and practical implementation for legislative bodies.

Southern Gateway Mixed Use Overlay District.

Director of Planning and Development Christopher Gomez provided the Board with a presentation on the conceptual Southern Gateway Mixed Use and Byram Riverfront overlay districts

At 10:59 a.m., on motion of TRUSTEE CECCARELLI, seconded by TRUSTEE ADAMS, the meeting was closed.

ROLL CALL

AYES: Trustees Adams, Terenzi, Ceccarelli and Mayor Pagano.

NOES: None.

ABSENT: Trustees Brakewood, Marino and Kenner.

DATE: April 12, 2014

Respectfully submitted,

Janusz R. Richards
Village Clerk

MEETING HELD APRIL 15, 2014

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, April 15, 2014, in the Village Hall Conference Room, 222 Grace Church Street, Port Chester, New York, with Mayor Neil Pagano presiding.

It should be noted that Trustee Kenner was absent.

It should be noted that Trustee Ceccarelli arrived at 6:18 p.m.

Also present were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; Village Treasurer, Leonie Douglas; Christopher Ameigh Administrative Aide to the Village Manager, Village Planner Jessica Youngblood, Regina Hill Court Clerk, Carol Nielsen Director of Senior Programs and Services, Heather Krakowski Recreation Supervisor and Building Inspector and Director of Code Enforcement Peter Miley.

On motion of Trustee Adams, seconded by Trustee Marino, the meeting was declared opened at 6:00 p.m.

ROLL CALL

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

NOES: None.

ABSENT: Trustee Kenner.

DATE: April 15, 2014

WORK SESSION

Workshop on Starwood/United Hospital

Mr. Ken Narva Co-Founder and Managing Partner of Street-Works gave a presentation on the proposed Starwood's redevelopment project for the former United Hospital site.

Workshop on Village of Port Chester Tentative Budget for Fiscal Year 2014-2015

The Board along with staff discussed the Budget for FY 2014-2015 with the heads of:

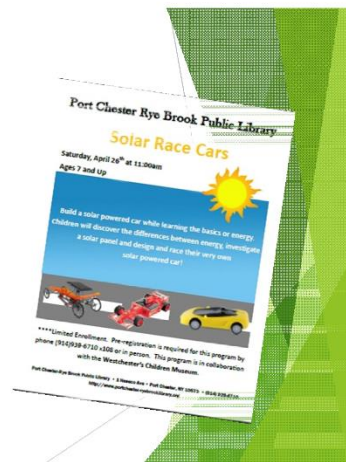
Port Chester-Rye Brook Library Board

Port Chester-Rye Brook Public Library

Port Chester
Board of Trustees
April 15, 2014

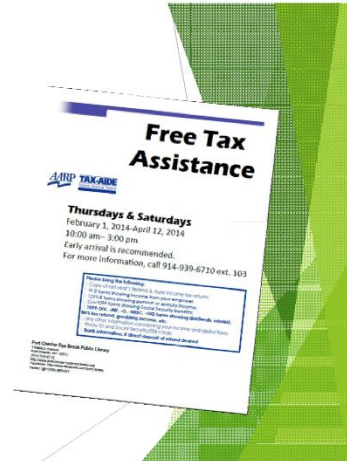
Library Statistics...

- ▶ Of 38 Library Systems in Westchester, the PC-RB Library ranked...
 - ▶ 6th in POPULATION SERVED
 - ▶ 8th in Total Library CARD HOLDERS
 - ▶ 17th Highest CIRCULATION and Library VISITS
 - ▶ 11th in CHILDREN'S BOOK Circulation
 - ▶ 10th in the Use of REFERENCE LIBRARIAN HELP
 - ▶ 9th in Total HOURS OPEN
 - ▶ 18th in Spending on PERSONNEL



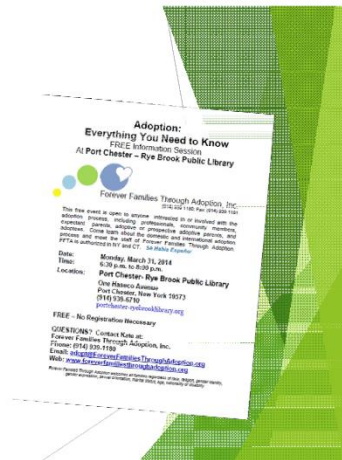
Our Patrons...

- ▶ Serving the 38,314 Citizens of Port Chester and Rye Brook
 - ▶ 6th Largest Westchester Population Served
- ▶ Total Library Visits in 2012 - 179,924
- ▶ Programs for Adults in 2012 - 183
 - ▶ Programs for Adults in 2013 - 375
- ▶ Attendance at Adult Programs in 2012 - 1,819
 - ▶ Attendance at Adult Programs in 2013 - 5,223
 - ▶ 205% Increase



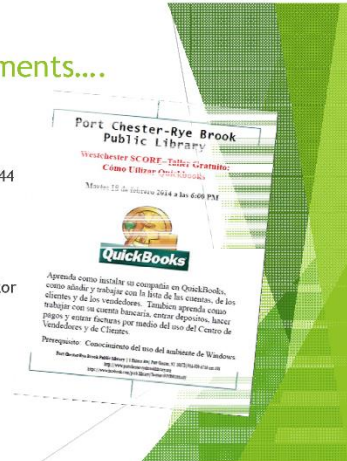
Library Statistics...

- ▶ Of 38 Library Systems in Westchester, the PC-RB Library ranked...
 - ▶ 22nd in LIBRARY MATERIALS
 - ▶ 38th in Library Materials PER CAPITA
 - ▶ 20th in total CHILDREN'S Books
 - ▶ 36th in total ELECTRONIC Materials
 - ▶ 36th in Spending PER CAPITA (\$37.66)
 - ▶ 26th in Spending on LIBRARY MATERIALS
 - ▶ BOTTOM (38th) in Spending on Library Materials PER CAPITA - only 4.5% of Operating Expenses



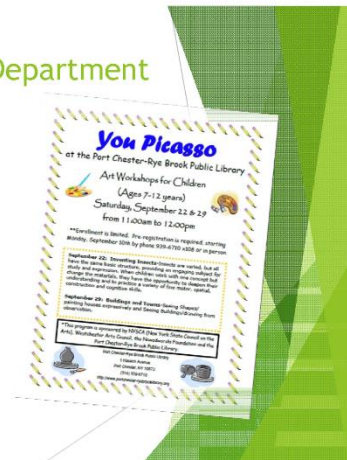
Rising Costs, Shrinking Investments...

- ▶ Examples: From 2009-10...
 - ▶ Heating Costs...\$15,160 up to \$31,237
 - ▶ Westlynx Computer Service...\$44,525 up to \$63,444
 - ▶ Health Insurance...\$150,160 up to \$183,578
 - ▶ Retirement...\$27,443 up to \$80,852
 - ▶ From Increased Space & Usage
 - ▶ More Service Contracts; Example: New Elevator
- ▶ Income from Investments
 - ▶ Approx. \$3,000 a month
 - ▶ Withdrawals = \$5,183 a month



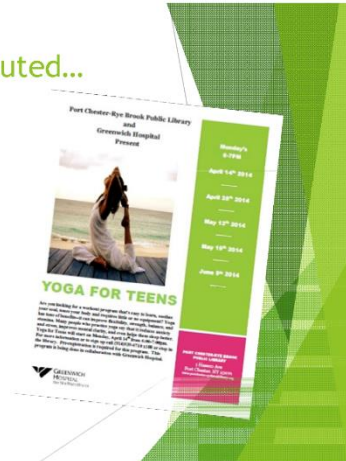
Library...More than a Village Department

- ▶ Insurance
- ▶ Security
- ▶ Service Contracts
 - ▶ Elevator, Fire Extinguishers, HVAC, Security Cameras, etc.
- ▶ Heating and Cooling
- ▶ Accounting and Payroll
- ▶ Technology
- ▶ Telephone
- ▶ Snow Removal



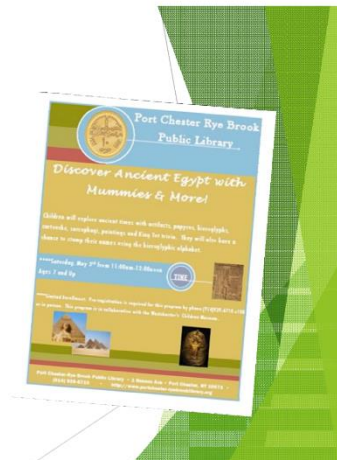
Changes the Library has Instituted...

- ▶ Contributions to HEALTH COVERAGE
 - ▶ All Employees Contribute to their Health Coverage
- ▶ Cuts to BOARD EXPENSES
 - ▶ Board Members Support their Own Expenses through Dues
- ▶ RENTAL of Library Meeting Rooms
- ▶ Revitalized FRIENDS of the Library and fundraisers
- ▶ Amazon Wish List
- ▶ Westmore News articles about donations to the library



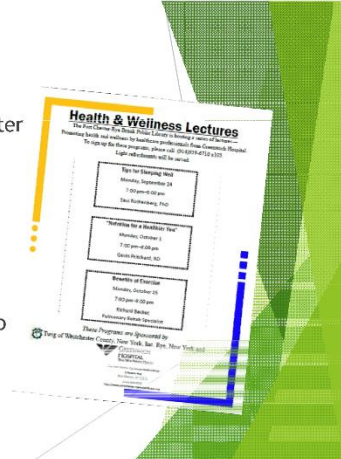
Cuts We've Been Making...

- ▶ The Library Ranks at the Bottom on Spending on Materials
 - ▶ Materials
 - ▶ Books and other Media, like DVDs
 - ▶ Periodicals
 - ▶ Supplies for Adult & Children's Programs
- ▶ 2009-2010
 - ▶ Spending on Materials...\$123, 761
- ▶ 2012-2013
 - ▶ Spending on Materials...\$61,547



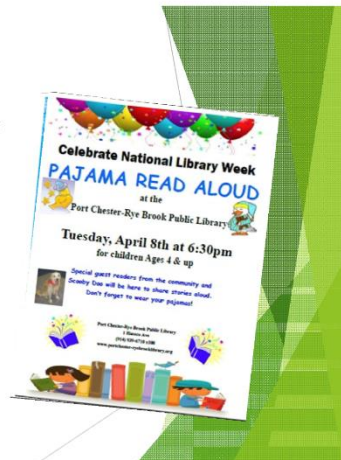
Our proposed budget...

- ▶ Asks \$941,115 from the Village of Port Chester
 - ▶ 5% increase
 - ▶ However, actually \$44,815
- ▶ Port Chester's Budget Proposal
 - ▶ 0% Increase
 - ▶ All departments flat
 - ▶ Library, though not a department, also flat



Proposed Deficit Solutions...

- ▶ Deficits Can Be Made Up by Reducing Staff Hours
 - ▶ However...
 - ▶ Fewer Staff Working
 - ▶ Fewer Hours the Library is Open
 - ▶ Required: Cuts to Part-Time (Non-Salaried) Workers
 - ▶ Meaning Evening and/or Saturday Closings



Village Court
Senior Center
Recreation
Building and Code Enforcement
Clerk's Office

No action was taken at the work session.

Motion to Add-on an Executive Session

Mayor Pagano asked for a motion to go into an Executive Session regarding consultation on particular personnel matters.

There being no objections, on motion of TRUSTEE CECCARELLI, seconded by TRUSTEE MARINO, the Board of Trustees to go in to an Executive Session regarding consultation on particular personnel matters.

ROLL CALL

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

NOES: None.

ABSENT: Trustee Kenner.

DATE: April 15, 2014

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

No action was taken in executive session.

Mayor Pagano asked for a motion to come out of Executive Session.

There being no objections, on motion of TRUSTEE MARINO, seconded by TRUSTEE ADAMS, the Board of Trustees came out of an executive session at 9:26 p.m.

ROLL CALL

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

NOES: None.

ABSENT: Trustee Kenner.

DATE: April 15, 2014

At 9:27 p.m., on motion of TRUSTEE ADAMS, seconded by TRUSTEE MARINO, the meeting was closed.

ROLL CALL

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

NOES: None.

ABSENT: Trustee Kenner.

DATE: April 15, 2014

Respectfully submitted,

Janusz R. Richards
Village Clerk

MEETING HELD APRIL 21, 2014

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, April 21, 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, Joseph Kenner and Gene Ceccarelli.

It should be noted that Trustees Kenner and Ceccarelli were absent.

It should be noted that Trustee Brakewood arrived at 6:10 p.m.

Also present were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; Village Treasurer, Leonie Douglas (arrived at 7:10 p.m.); Director of Planning and Development Christopher Gomez; Acting Police Chief, John R. Telesca, Christopher Ameigh Administrative Aide to the Village Manager, Village Planner Jesica Youngblood and Attorney Mark A. Chertok.

On motion of Trustee Terenzi, seconded by Trustee Marino, the meeting was declared opened at 6:04 p.m.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Brakewood, Kenner and Ceccarelli.

DATE: April 21, 2014

MOTION FOR EXECUTIVE SESSION

At 6:04 p.m., on motion of Trustee Terenzi, seconded by Trustee Adams the Board adjourned into an executive session for the purpose of consultation with Village Attorney regarding Starwood/United Hospital.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Brakewood, Kenner and Ceccarelli.

DATE: April 21, 2014

Present in addition to the Board of Trustees, were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; Director of Planning and Development Christopher Gomez; Acting Police Chief, John R. Telesca,

Christopher Ameigh Administrative Aide to the Village Manager, Village Planner Jesica Youngblood and Attorney Mark A. Chertok.

No action was taken in executive session.

At 6:05 p.m., a motion to come out of executive session was made by Trustee Marino, seconded by Trustee Terenzi, the Board of Trustees closed the executive session.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Brakewood, Kenner and Ceccarelli.

DATE: April 21, 2014

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

Motion to Add-On an Executive Session

Mayor Pagano asked for a motion to for executive session regarding a particular personnel matter and contract negotiation with Port Chester PBA regarding In-Service Training.

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE MARINO, the motion received a unanimous vote of those present.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

At 6:05 p.m., on motion of TRUSTEE MARINO, seconded by TRUSTEE TERENCE the Board adjourned into an executive session for the purpose of consultation with Village Attorney regarding particular person.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

Present in addition to the Board of Trustees, were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; John R. Telesca, Building Inspector and Director of Code Enforcement Peter Miley and Police officers Aaron Conetta and Richard Grall representing the Port Chester PBA (present only during the In-Service Training discussion).

The following action was taken in executive session.

AUTHORIZING EXECUTION OF STIPULATION OF SETTLEMENT WITH REGARD TO THE EMPLOYMENT STATUS OF A PARTICULAR PERSON

On motion of TRUSTEE MARINO, seconded by TRUSTEE TERENCE, the following resolution was adopted by the Board of Trustees of the Village of Port Chester as follows:

WHEREAS, Alexander Garcia is employed by the Village of Port Chester as a police officer in the Port Chester Police Department; and

WHEREAS, Mr. Garcia and the Village have reached an agreement as to his separation from service. Now, therefore, be it

RESOLVED, that the Stipulation of Agreement between the Village of Port Chester and Alexander Garcia is hereby ratified, and be it further

RESOLVED, that the Mayor is authorized to execute the Stipulation on behalf of the Board of Trustees.

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: April 21, 2014

At 6:47 p.m., a motion to come out of executive session was made by TRUSTEE MARINO, seconded by TRUSTEE ADAMS, the Board of Trustees closed the executive session.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

At 6:49 p.m., on motion of TRUSTEE MARINO, seconded by TRUSTEE BRAKEWOOD the Board adjourned into an executive session for the purpose of interviewing Mike Brescio for a position on the Port Chester Planning Commission.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

Present in addition to the Board of Trustees, were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; Director of Planning and Development Christopher Gomez; Christopher Ameigh Administrative Aide to the Village Manager, and Village Planner Jesica Youngblood.

No action was taken in executive session.

At 6:56 p.m., a motion to come out of executive session was made by TRUSTEE ADAMS, seconded by TRUSTEE BRAKEWOOD, the Board of Trustees closed the executive session.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

At 6:57 p.m., on motion of TRUSTEE ADAMS, seconded by TRUSTEE BRAKEWOOD the Board adjourned into an executive session for the purpose of consultation with Village Attorney regarding Starwood/United Hospital.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

Present in addition to the Board of Trustees, were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; Director of Planning and Development Christopher Gomez; Acting Police Chief, John R. Telesca, Christopher Ameigh Administrative Aide to the Village Manager, Village Planner Jesica Youngblood and Attorney Mark A. Chertok.

No action was taken in executive session.

At 7:07 p.m., a motion to come out of executive session was made by TRUSTEE ADAMS, seconded by TRUSTEE TERENZI, the Board of Trustees closed the executive session.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

Executive Session to Interview Chris Summa for a position on the Port Chester Planning Commission was moved to the first meeting in May.

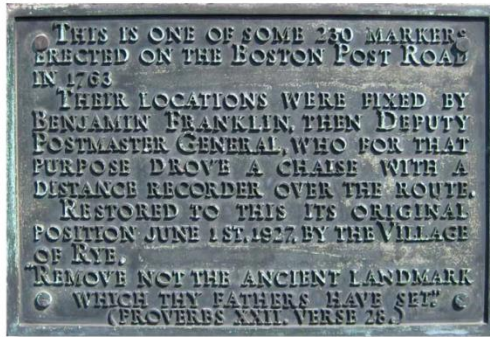
PRESENTATION

James Raved on behalf of Starwood Capital Corp made the opening remarks on mixed use developments.

Mr. Ken Narva Co-Founder and Managing Partner of Street-Works gave a presentation on the proposed Starwood's redevelopment project for the former United Hospital site.

UNITED HOSPITAL SITE
Port Chester, NY

April 15, 2014



INTRODUCTION.

Project Precedents.

Great Place Strategy

Example Great Neighborhoods.

April 15, 2014



Boca Raton, FL - 1990

Bethesda, MD - 1994

San Jose, CA -2000

WHERE PORT CHESTER CITIZENS CAN LIVE, WORK, STAY, SHOP AND CONNECT WITH EACH OTHER. . .

***WHILE MAINTAINING A FOCUS ON MINIMIZING THE IMPACTS OF SCHOOL-AGED CHILDREN.**



Rockville, MD - 2002

2 West Hartford, CT -2007

Project Precedents.

Great Place Strategy

April 15, 2014

Example Great Neighborhoods.



Boca Raton, FL - 1990



Bethesda, MD - 1994



San Jose, CA -2000



Rockville, MD - 2002



3 West Hartford, CT -2007



Project Precedents.

Great Place Strategy

April 15, 2014

Example Great Places.



Boca Raton, FL - 1990



Bethesda, MD - 1994



San Jose, CA - 2000



Rockville, MD - 2002



4 West Hartford, CT - 2007



Project Precedents.

Great Place Strategy

April 15, 2014

Example Great Sidewalks.



Boca Raton, FL - 1990



Bethesda, MD - 1994



San Jose, CA - 2000



Rockville, MD - 2002



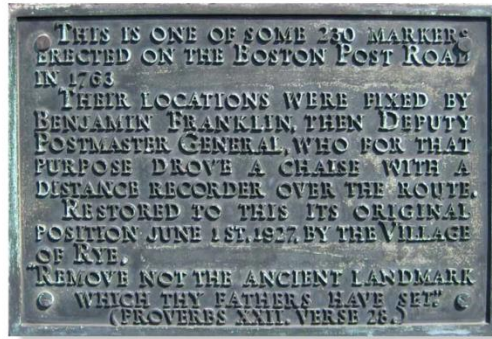
5 West Hartford, CT - 2007



UNITED HOSPITAL SITE

Port Chester, NY

April 15, 2014



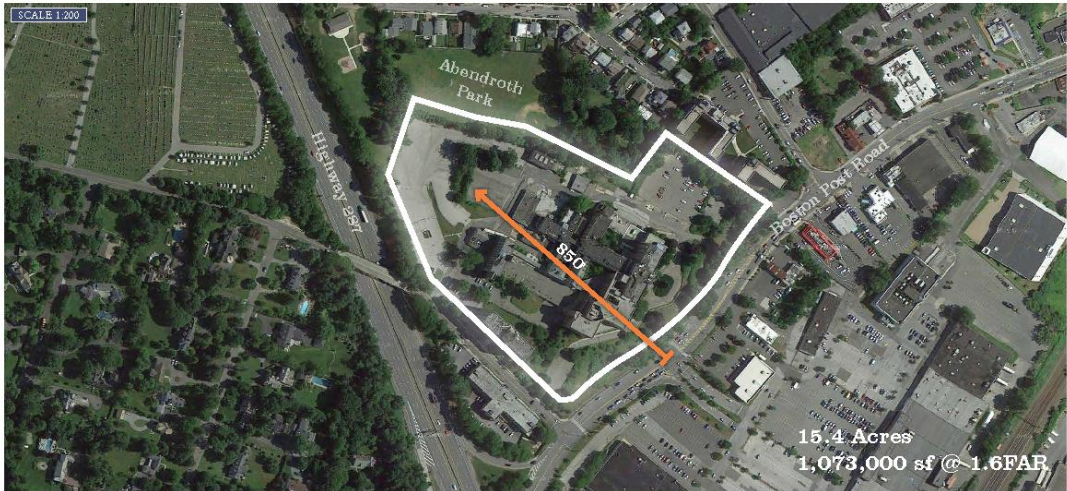
SITE SCALE COMPARISONS.

The Site.

Port Chester, NY

April 15, 2014

Property Line and Location.



7

Scale Comparison.

Boca Raton, FL

April 15, 2014

Mizner Park.



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Scale Comparison.

Bethesda, MD

April 15, 2014

Bethesda Row.



Scale Comparison.

Rockville, MD

April 15, 2014

Rockville Town Center.



Scale Comparison.

San Jose, CA

April 15, 2014

Santana Row.



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Scale Comparison.

West Hartford, CT

April 15, 2014

Blue Back Square.

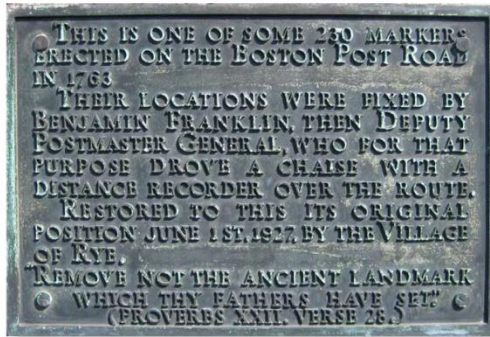


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UNITED HOSPITAL SITE

Port Chester, NY

April 15, 2014



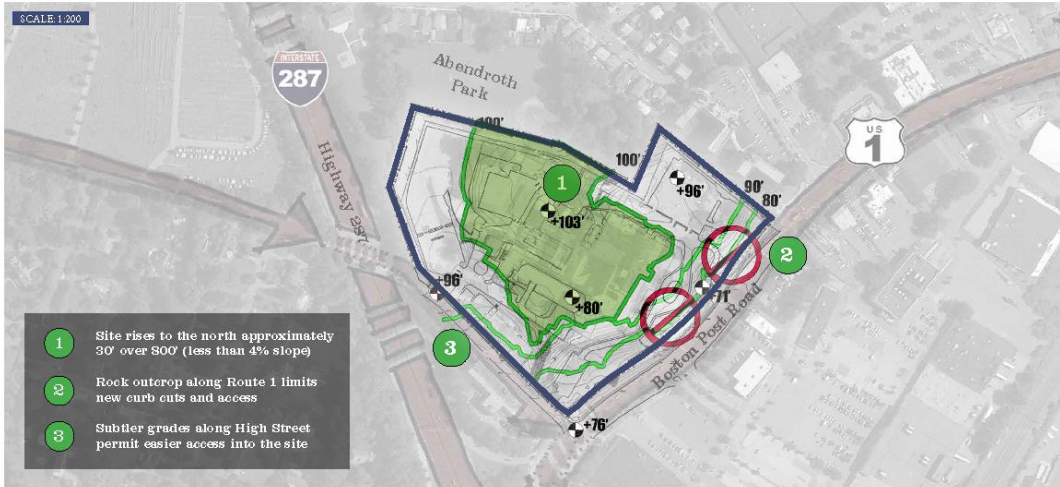
THE SITE.

The Site.

Existing Conditions

Topography.

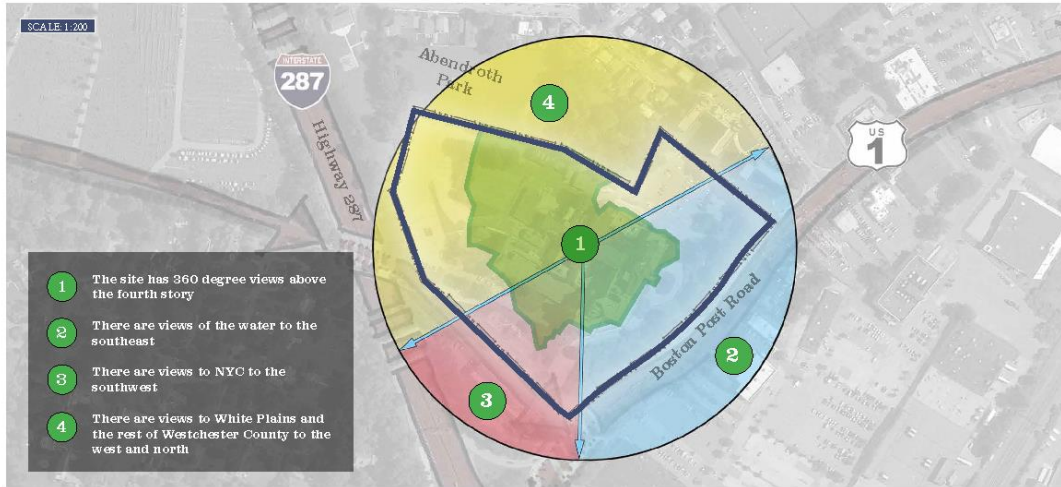
April 15, 2014



The Site.
Existing Conditions

April 15, 2014

The Views.



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The Site.
Existing Conditions

April 15, 2014

Current Traffic Situation.

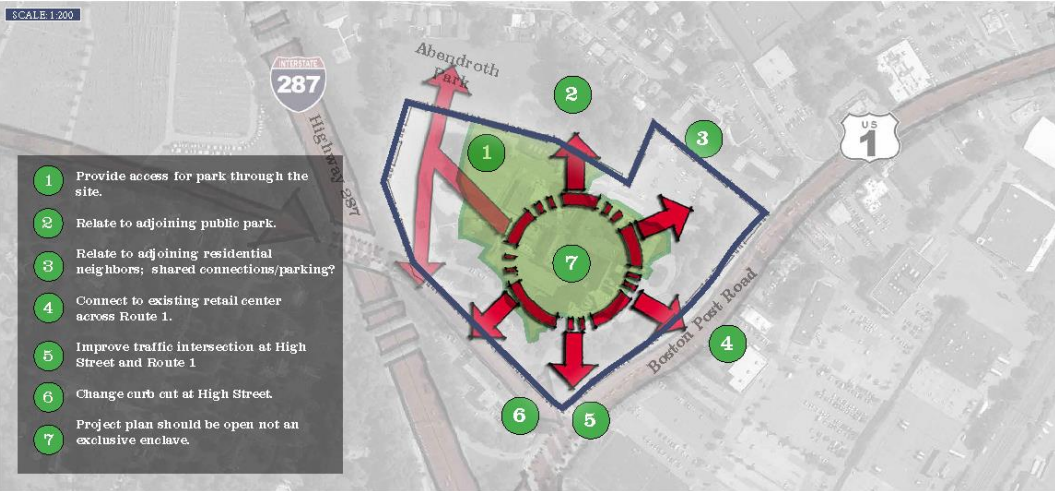


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The Site.
Existing Conditions

Connections and Adjacent Neighbors.

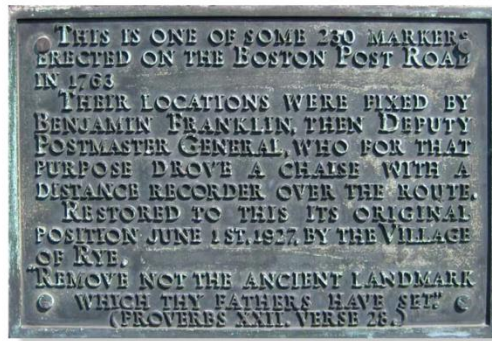
April 15, 2014



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UNITED HOSPITAL SITE
Port Chester, NY

April 15, 2014



NEIGHBORHOOD COMPONENTS.

Program Components.

A New Neighborhood of Uses

Market-Based Uses.

LIVE.		Millennial Residential. MXD Loft Residential w/o SAC.	500 units. 440,000 gsf.
really LIVE.		Senior Boomer Residential. Age-restricted Residential w/o SAC.	230 units. 207,000 gsf.
WORK.		Wellness/Medical Center. Market-based Offices.	117,000 gsf. *(100,000 additional gsf option).
STAY.		Hotel. Adding the Destination Quality.	138 rms. 97,000 gsf.
SHOP.		Street Retail. Creating a Unique Address.	90,000 gla.
		TOTAL.	951,000 gsf. *(1,051,000 gsf option).



Living at United Hospital Site.

Millennial Loft Residential.

A targeted living experience.



Millennial Residential Value.
Smaller, Cheaper, Closer, Authentic.

1. 20-minutes to transit.
2. Nearby restaurants and bars.
3. Boutique hotel lobby.
4. Pet friendly w/dog wash and park.
5. Internet orientation, especially leasing.
6. Gym/fitness facility on-site.
7. Small but designed space, height and light.
8. Deliver common socialization places.
9. Sustainable/eco-friendly-green.
10. Authentic places and materials.



Millennials. 100m

1. Born after 1982.
2. Largest segment of U.S.
3. Location, layout & amenities.
4. 62% favor mxd places.
5. 55% near public transit.
6. Urban hubs w proximity.
7. Quality of life - LIGHT.
8. No children/no school focus.



Really Living at United Hospital Site.

April 15, 2014

Age-restricted Residential

Senior Boomer Residential.



Senior Boomers. 78m

Proactive Independent +
Assisted +
Specialized Care.



Senior Boomer Residential Value.

Smaller, Nicer, Closer, Independent.

1. Nearby transit.
2. Nearby restaurants and entertainment.
3. Community clubhouse lobby.
4. Working retirement workspace.
5. Age in place/wellness to assisted living.
6. Lifelong learning.
7. Jewel box home.
8. Multi-generational community.
9. En suite bedrooms for extended family.
10. Age restricted.



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Working at United Hospital Site.

April 15, 2014

Expanding Hospital Visibility and Services

Wellness/Medical Office Uses.



Adding Wellness/Medical Value.

Visible, Accessible, Anti-Hospital Sense.

1. 20-minutes to transit.
2. Good vehicle access.
3. Potential connection to major hospital.
4. 23-hour outpatient services.
5. MXD environment counters 'hospital'.
6. Good mix with gym/fitness facilities.
7. Attractive to practicing doctors.
8. Attractive to patients.
9. Good 'brand' visibility.
10. Open, flexible 20k+ floor plates.



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Shopping at United Hospital Site. Using Retail to Create the Place and Address

Retail Uses.



Food as Port
Chester brand
destination
anchor.

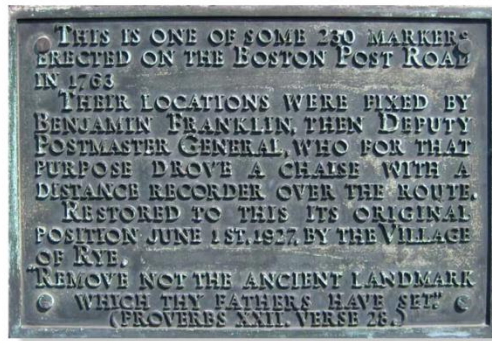
Street Retail Creates the Address.

Visible, Accessible, Interactive, MXD.

1. Boston Post Road visibility.
2. Great public space creates frontage.
3. Address creates pavilion opportunities.
4. 24-hour site uses create demand.
5. No other new place-based competition.
6. Good, adjacent parking.
7. Common socialization places.
8. Sustainable/eco-friendly-green.
9. Authentic places and materials.



UNITED HOSPITAL SITE Port Chester, NY



THE OVERALL PLAN.

The Great Place Strategy.

Creating the Place and the Address

April 15, 2014

The Public Place.



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The Great Place Strategy.

Creating the Place and the Address

April 15, 2014

The Public Place.



1 The Garden.



2 The Square.



3 The Lawn.



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The Great Place Strategy.

Creating the Place and the Address

April 15, 2014

The Public Place.



Boca Raton, FL - 1990



Bethesda, MD - 1994



San Jose, CA - 2000



Rockville, MD - 2002



West Hartford, CT - 2007



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The Great Place Strategy.

Creating the Place and the Address

April 15, 2014

Street Retail.



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Staying at United Hospital Site. Adding a Hotel

April 15, 2014

The Hotel Concept.



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Working at United Hospital Site. Expanding Hospital Visibility and Services

April 15, 2014

Wellness/Medical Office Uses.



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Really Living at United Hospital Site.
Age-restricted Residential w/o SAC

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Senior Boomer Residential.



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Living at United Hospital Site.
Targeted Residential w/o SAC

April 15, 2014

Millennial Residential.



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Living at United Hospital Site.

April 15, 2014

Public Area.



Hardscape Area	146,548 SQFT	59%
Green Area	100,969 SQFT	41%
Total Public Area	247,518 SQFT	100%

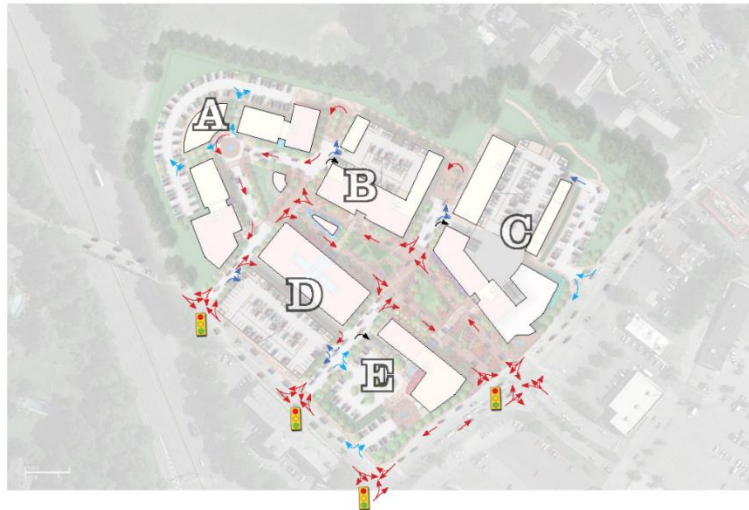
Total Public Area	247,518 SQFT	41%
Total Building & Parking Area	353,060 SQFT	59%
Total Site Area	600,578 SQFT	100%



Living at United Hospital Site.

April 15, 2014

Traffic Access.



- Traffic circulation
- Access to garage
- Access to surface parking
- Access to loading dock

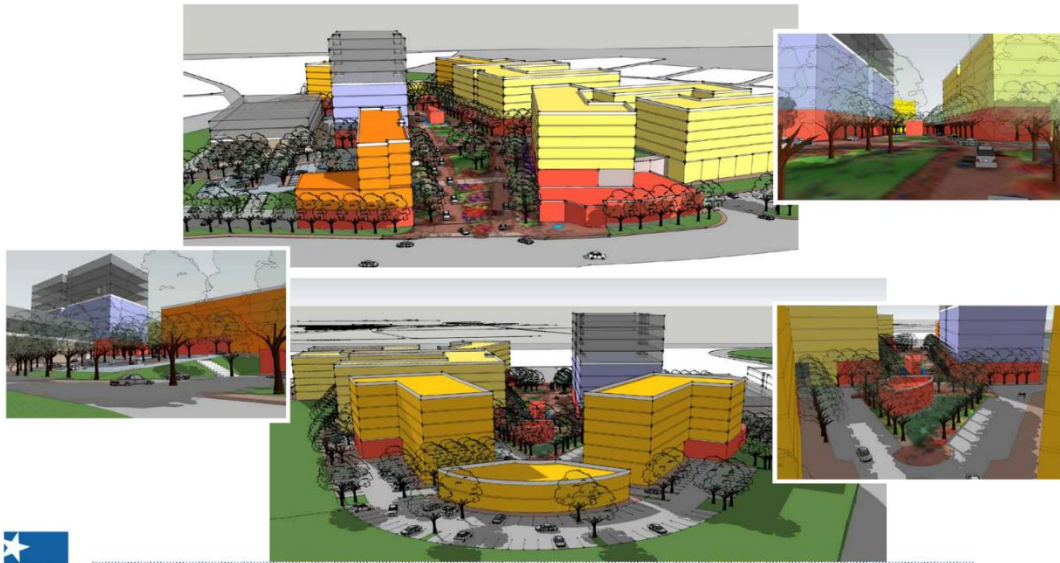


The Plan at United Hospital Site.

A New Neighborhood in Port Chester

April 15, 2014

Overall Plan.

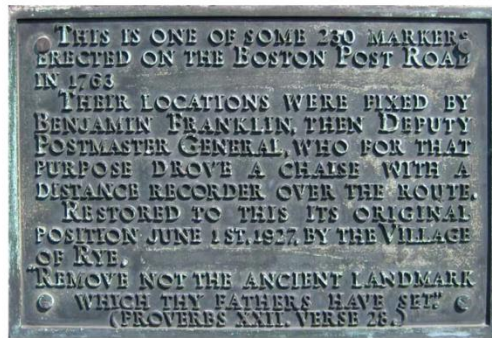


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UNITED HOSPITAL SITE

Port Chester, NY

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MILLENNIAL RESIDENTIAL.

Millennial Residential.

Housing without Children

April 15, 2014

The Single Person Loft Unit.



Millennial Residential Value.

Smaller, Cheaper, Closer, Authentic.

1. Its about quality, not quantity of space.
2. Maximize space in three dimensions.
3. Maximize light.
4. Sell experience not place to live.
5. State-of-the-art technology/sustainability.
6. Create unexpected. Individual flexibility.
7. Practical yet enduring.
8. Small but designed space, height and light.
9. Foster underlying sense of community.
10. Brand experience begins at front door.
- * Authentic places and materials.



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Millennial Residential.

Housing without Children

April 15, 2014

The Loft Aesthetic.



The Loft Aesthetic.



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Millennial Residential.

Housing without Children

April 15, 2014

The Urban Aesthetic.



The urban aesthetic.



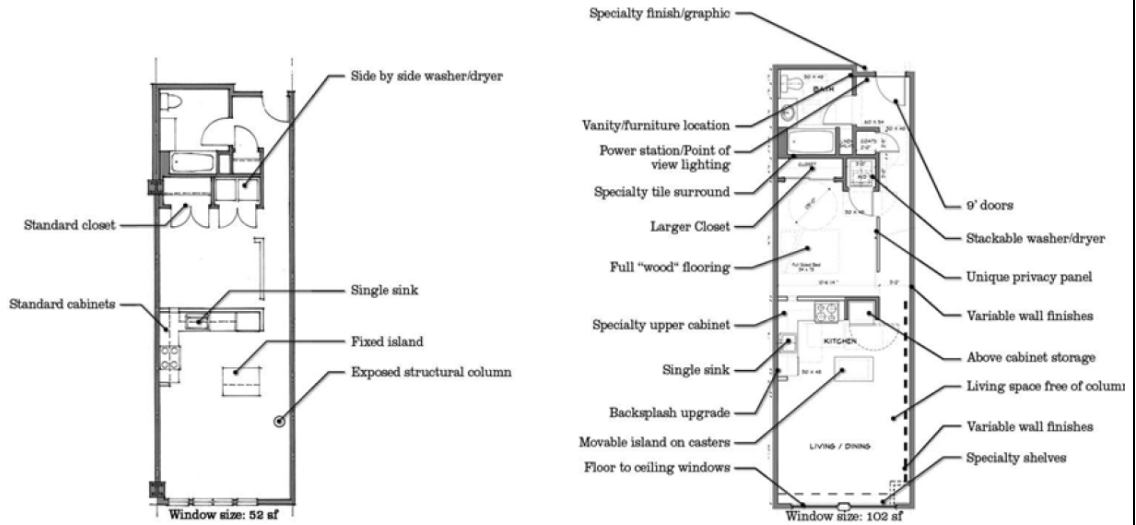
40

Basic Residential Loft Unit.

Millennial Loft Residential Unit

April 15, 2014

Key Elements..



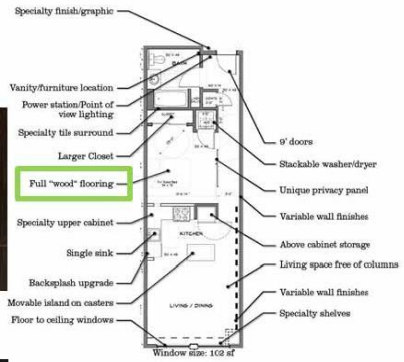
41

Basic Residential Loft Unit.
Millennial Loft Residential Unit

April 15, 2014

Key Elements..

Full wood floors.



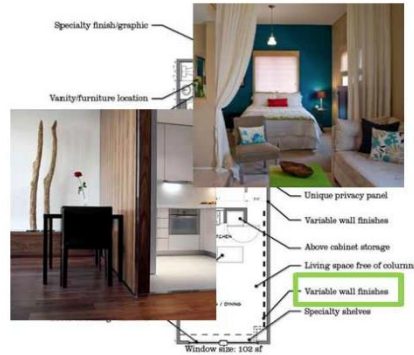
42

Basic Residential Loft Unit.
Millennial Loft Residential Unit

April 15, 2014

Key Elements..

Amenity walls.



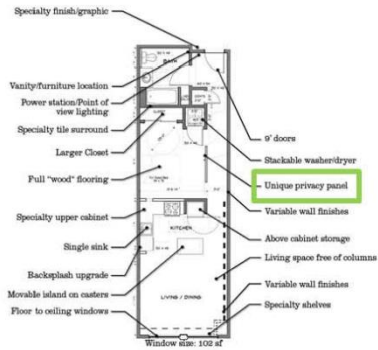
43

Basic Residential Loft Unit.
Millennial Loft Residential Unit

April 15, 2014

Key Elements..

Privacy screens/flexible space.



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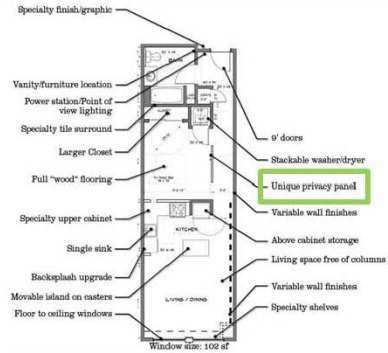


Basic Residential Loft Unit.
Millennial Loft Residential Unit

April 15, 2014

Key Elements..

Privacy screens/flexible space.



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Basic Residential Loft Unit.

Millennial Loft Residential Unit

April 15, 2014

Key Elements..

Best tech.



Basic Residential Amenities.

Millennial Residential Lofts

April 15, 2014

The Campus..



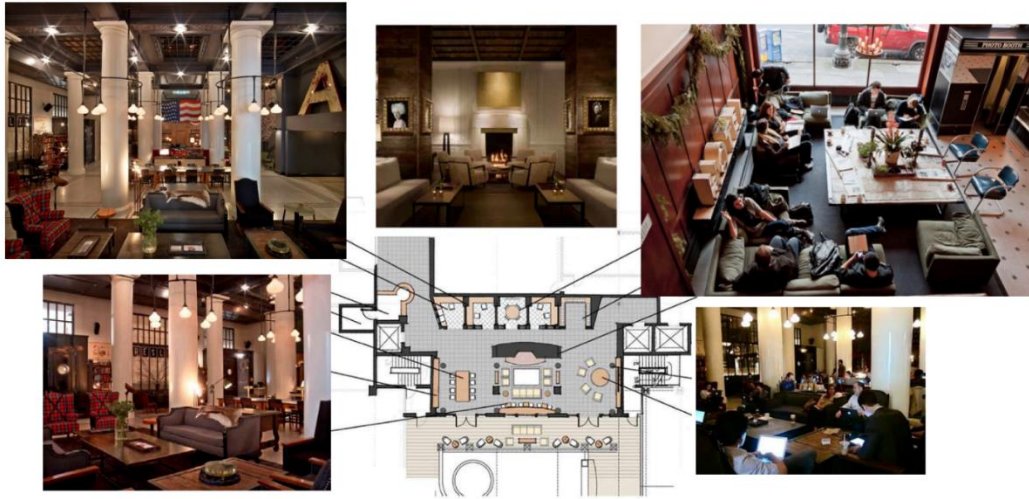
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Basic Residential Amenities.

Millennial Residential Lofts

April 15, 2014

The Common Lounge..



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Basic Residential Amenities.

Millennial Residential Lofts

April 15, 2014

The Seventh Floor.



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Basic Residential Units

Unit Types and Sizes

Local Comps.

UNIT SIZE ANALYSIS	MAMARONECK	Studio Size (SF)	1BR Size (SF)	2BR Size (SF)
AVALON WILLOW	WHITE PLAINS	322	809	1,135
ONE CITY PLACE AT CITY CENTER	WHITE PLAINS	750	750	1,055
BANK STREET COMMONS PH I	NEW ROCHELLE	700	700	1,065
AVALON ON THE SOUND	NEW ROCHELLE	725	725	1,176
AVALON ON THE SOUND EAST	NEW ROCHELLE	849	849	1,212
THE AVALON	BRONXVILLE	465	793	1,140
Mean		465	793	1,140





BBS Loft.
675 nsf
40%

OR



Quincy Loft.
755 nsf
40%



Studio.
436 nsf
20%



Typ. 1BR.
676 nsf
20%



Typ. 2BR.
908 nsf
20%

Loft Product.
10'6" flr to clg
open concept

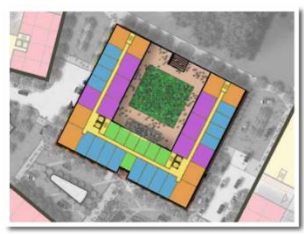
Standard Product.
9'6" flr to clg
master suite concept



Residential Unit.

Port Chester, NY

Unit Types and Sizes



RUTGERS UNIVERSITY CENTER FOR URBAN POLICY RESEARCH
ANALYSIS OF PUBLIC SCHOOL AGED-CHILDREN

	Unit Type %	Unit Count	Public School Aged-Children Per Unit by Unit Type					Project Total
			K-2	3-6	7-9	10-12	Total/Unit	
Loft units	40%	200	-	-	-	-	-	-
Studios	20%	100	-	-	-	-	-	-
1 BR	20%	100	0.02	0.02	0.01	0.01	0.06	6
2 BR	20%	100	0.05	0.05	0.04	0.03	0.16	16
Total unit count		500	0.07	0.07	0.05	0.04	0.22	22



UNITED HOSPITAL SITE

Port Chester, NY

April 15, 2014



SUMMARY.

Program Components.

A New Neighborhood of Uses

April 15, 2014

Market-Based Uses.

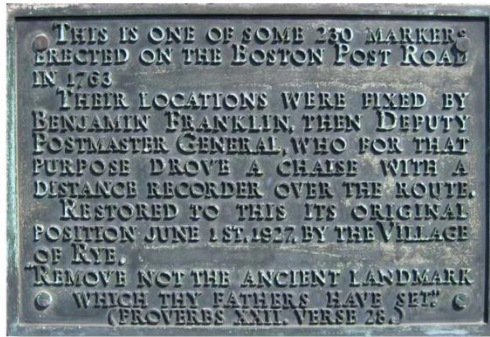


Location	Use	Zoning	Rentable gsf	Dwelling Units nrsg	Parking	Floors
Block A Senior Residential	Senior Residential		207,000	180,000	230 @ 780 nsf	75 surface 50 garage
	Street Retail		10,000	10,000		
	Pavilion Retail		2,500	2,500		
Subtotal			219,500	192,500	230 du	125 spaces
Block B Millennial Residential	Millennial Residential		175,000	150,000	200 @ 750 nsf	20 surface 130 garage
	Street Retail		12,000	12,000		
	Subtotal		187,000	162,000	200 du	150 spaces
Block C Millennial Residential	Loft Apartments		265,000	225,000	300 @ 750 nsf	90 surface 330 garage
	Street Retail		13,000	13,000		
	Boston Post Retail		15,000	15,000		
Subtotal			293,000	253,000	300 du	420 spaces
Block D Wellness/ Medical Office	Wellness Office		117,000	100,000	NA	20 surface 375 garage
	Street Retail		20,000	20,000		
	Pavilion Retail		1,500	1,500		
Subtotal			138,500	121,500	-	395 spaces
Block E Hotel	Hotel		97,000	97,000	135 @ 719 gsf	80 surface
	Street Retail		6,000	6,000		
	Boston Post Retail		10,000	10,000		
Subtotal			113,000	113,000	-	80 spaces
Total			951,000			285 surface 885 garage 1,170 spaces
	Hotel		97,000	97,000	135 rms	
	Office		117,000	100,000		
	Millennial Residential		440,000	375,000	500 du	
	Senior Residential		207,000	180,000	230 du	
	Retail		90,000	90,000		
			951,000	842,000	730 du	
Additional Office	Professional Office		100,000	91,000	NA	4 additional
Additional Total			1,051,000	933,000		
1.6 FAR			1,060,000			



UNITED HOSPITAL SITE
Port Chester, NY

April 15, 2014



999 HIGH STREET.

999 High Street.

Redeveloping the Residential Tower

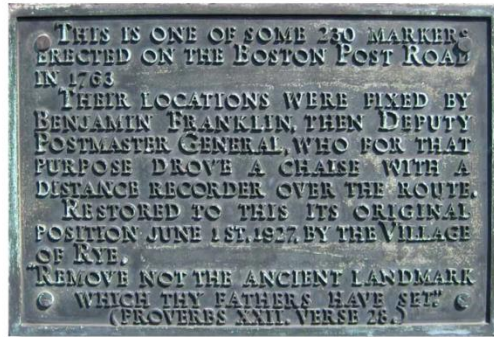
April 15, 2014

Market-Based Uses.



UNITED HOSPITAL SITE
Port Chester, NY

April 15, 2014



THANK YOU.

Trustee Comments following the presentation:

Trustee Brakewood thanked Mr. Narva for the excellent presentation. He thanked Starwood for listening to the community for what they want to see on this site. This is truly mixed use. He commented we have a vision and a proposal that is well worth studying.

Trustee Terenzi echoed Trustee's Brakewood comments. This is quite a difference from the original 820 units. This is what the Village wanted.

Trustee Marino commented there is a great difference between where we started with the 800+ units and now. It is something the Village wants with mixed use.

Trustee Adams commented that people who live near the site say it is promising with the medical facility, the senior facility. He commented he would like to hear from the people of the Village before anything is made final.

Mr. Narva commented that the Street-Works and Starwood have come together with mixed use. I think a lot of people really didn't understand mixed use.

Public Comments following the presentation:

Ms. Goldie Solomon commented she is in favor of the hotel and commercial in that area, but with residential we will have too many children going to our schools. You should not have 500 residential.

Ms. Bailey-Reavis commented on the enlightening presentation. There are two issues: where is the medical part of the project going to be located, and also where the parking is. Mr. Narva commented that every aspect of the project will be reviewed.

Mr. Richard Hyman commented on the poor people of Port Chester. Not one word indicated that there are currently people living at 999 High Street. The residents are just going to be evicted. Shame on Port Chester and Starwood if these residents are put out on the street. Mr. Hyman is in favor of a development but not at the expense of the residents who live there now. The petition for a zoning amendment is incomplete. Mr. Narva commented the traffic generated would not be any greater than if the hospital were there.

Attorney Tony Gioffre commented this is a plan and we will have a full environmental assessment before this process moves forward.

Rev. Bruce Baker commented that he is glad Starwood has come up with a plan that was started seven years ago. My hope from this board is that whatever happens to 999 High Street that you will not lose 144 units of affordable housing.

Ms. Bea Conetta commented that United Hospital was a real loss to the Village. On Starwood's presentation of 730 units, I wish they would reverse it and have more senior and wellness center units. The 100 two-bedroom units will mean more children in our schools.

Ms. Granada commented on her concerns of displacing the residents of 999 High Street and the number of children this will bring to our schools.

Ms. Dina Goren commented on the Dog Park which will be adjacent to the property.

Mr. Richard Abel commented on the good presentation. Besides children in the school, this project comes down to money. When do the numbers show up? Mr. Nova said there is a process and a very specific timeline with a draft of an environmental impact statement. This mixed program is about the right density for this site. There will be new zoning for this site.

Ms. Anne Capecci, President of the Port Chester Board of Education commented they met on the hospital site. She would like Starwood to make the same presentation at a Board of Education meeting and let the Board of Ed ask questions.

Ms. Marino commented on the presentation and keeping things simple. Because of the proximity to I95 we have a lot of people coming to the Village to perform crimes. One of her concerns was the dense population, would you have security or be depending on the Port Chester Police. Mr. Narva commented that her concerns are the same as the concerns of the developer. Part of the process is the impact on the services of the Village. Ms. Marino commented on the health care part of the process. We need a place that is an alternative for an emergency room. We need a 24-hour walk in center.

Ms. Sileo thanked the Board and Starwood for listening to the residents of Port Chester.

Mr. Frank Ferrara commented he would like to see the financials. We need something on that site that makes sense. Starwood brought something that works for them and for the Village. The kind of project put up by Starwood will take Port Chester forward.

Trustee Terenzi commented that 999 High Street was built for workers in the hospital. They had a subsidized rent. It has never paid taxes.

Trustee Brakewood commented this is a non-homestead development. He also commented that affordable housing will be looked into for the current residents of 999 High Street. This building is currently 30% occupied.

Mayor Pagano commented that there will be many public hearings on this project and that it will be 2016 before we ever put a shovel in the ground.

RESOLUTION

ACCEPTANCE OF AMENDED PETITION FOR CONSIDERATION OF ZONING TEXT AND MAP CHANGE RELATING TO THE PROPOSED REDEVELOPMENT OF THE FORMER UNITED HOSPITAL PROPERTY AND TO COMMENCE THE STATE-MANDATED ENVIRONMENTAL REVIEW PROCESS

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

WHEREAS, on November 19, 2012, the Board of Trustees (herein referred to as “Board”) accepted the petition of PC406 BPR, LLC (the “Applicant”) for proposed zoning text and map amendments to the Village Code, Chapter 345, relating to the proposed redevelopment of approximately 14.15 acres of land located at 406 Boston Post Road, specifically designated as Section 141.52, Block 1, Lot 2 and Section 141.52, Block 1, Lot 2.4 in the Village of Port Chester, consisting of a portion of the former United Hospital site, which proposed redevelopment would be for 820 units of housing and 20,000 square feet as part of a mixed residential/office and commercial use development (herein referred to as “Original Petition”); and

WHEREAS, the Board did not proceed to undertake review of the Original Petition under the State Environmental Quality Review Act (SEQRA); and

WHEREAS, on April 17, 2014 the Applicant duly filed an amended petition that includes the parcels located at 406 Boston Post Road, specifically designated as Section 141.52, Block 1, Lot 2 and Section 141.52, Block 1, Lot 2.4 in addition to the parcel located at 999 High Street, specifically designated as Section 141.52, Block, 1, Lot 2.1 which seeks a text amendment to Village zoning regulations (Southern Gateway Mixed Use Overlay District) and a modification of the Village's Official Zoning Map, or, if the Board of Trustees does not adopt the conceptual Overlay District, a text amendment to the Village Zoning regulations, which modifies Article XI Planned Mixed Use District of the existing Zoning Regulation (Section 345-62) with supporting documents requesting that the Board

place the matter on the Board’s agenda for consideration (herein referred to as “Amended Petition”); and

WHEREAS, the Amended Petition states the Applicant’s intention to bring a new mixed-use neighborhood to Port Chester that features a unique retail-based destination public place where people can live, work, stay and shop while offering a new high quality streetscape that is designed to engage the street along the Site’s frontage on Boston Post Road and create an inviting and safe pedestrian experience; and

WHEREAS, the Amended Petition differs in significant respect from the Original Petition as follows:

- Significant decrease in the number of unrestricted residential units
- Unrestricted residential units marketed to “Millenials” (born 1982 to present), featuring predomination studios and one-bedrooms units
- Provision for age-restricted housing units
- Commercial square footage increase to approximately 90,000 square feet of retail space, a hotel consisting of 138 rooms, and between 100,000 and 200,000 square feet of market-based office space geared towards accommodating wellness and out-patient medical uses
- Pedestrian access throughout the site with enhanced connection to Abendroth Park
- Substantial public places and open space areas

WHEREAS, the Board further finds that the determination to accept the Amended Petition is entrusted to the Board’s sole discretion; and

WHEREAS, this amended petition supersedes the May 18, 2012 petition for certain amendments to zoning regulations; and

WHEREAS, the Board has been further advised that the SEQRA process requires public comment and review, especially in regard to the public scoping session used to establish the foundation for the preparation of the environmental impact statement; and now therefore be it

RESOLVED, that the Village of Port Chester Board of Trustees accepts the Amended Petition as presented for consideration; and be it further

RESOLVED, the Board finds that the Amended Petition is a Type 1 Action pursuant to NYCRR 617 of the SEQRA regulations; and be it further

RESOLVED, that the Board of Trustees hereby gives notice of its intent to be Lead Agency for the purpose of reviewing the Amended Petition and any necessary related land use approvals; and that this Notice of Intent, the Amended Petition and

exhibits thereto, including the Environmental Assessment Form, be circulated to the following Involved Agencies and Interested Agencies:

Involved Agencies

William Hume, Chairman
Architectural Review Board
Village Hall
222 Grace Church Street
Port Chester, N.Y. 10573

Michael Scarola, Chairman
Port Chester Planning Commission
Village Hall
222 Grace Church Street
Port Chester, N.Y. 10573

Melissa Slater
New York State Department of Transportation
4 Burnett Boulevard
Poughkeepsie, N.Y. 12603; and be it further

William Villanova, Chairman
Port Chester Zoning Board of Appeals
Village Hall
222 Grace Church Street
Port Chester, N.Y. 10573

Interested Agencies

Ruth Pierpont
New York State Division for Historic Preservation
New York State Office of Parks, Recreation & Historic Preservation
Peebles Island State Park
P.O. Box 189
Waterford, NY 12188-0189

City of Rye
Christian Miller, City Manager
City Hall
1051 Boston Post Road
Rye, NY 10580

Department of Environmental Conservation
Office of Communication Services
625 Broadway
Albany, NY 12233-4500

County Department of Health
145 Huguenot St., 8th Fl.
New Rochelle, NY 10801

Village of Rye Brook
Christopher Bradbury, Village Manager
Village Hall
938 King St, Rye Brook

Edward A. Kliszus, Ph.D., Superintendent of Schools
Port Chester Rye Brook Union Free School District
390 N Ridge St, Port Chester

Westchester County Planning Board
Jeremiah Lynch, Chairman
148 Martine Avenue
White Plains, NY 10601

Or other potential Interested and/or Involved Agencies as identified by the Village.

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: April 21, 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. Goldie Solomon commented that we don't need any more residential property. We have a new project going up on Willett Avenue and on Abendroth Avenue.

Mr. Frank Ferrara commented on a member who was up for elevation from an alternate to a member on the Planning Commission the Board and the BOT did not elevate the status. There are no women on the Planning Commission.

Ms. Bea Conetta commented on her determination to change the amnesty program. She commented the Building Department voided letters of CO because they are not legal documents. When they were issued they were legal. The amnesty program started off on a good foot and turned into a nightmare.

Ms. Andrea Granada commented that she agreed with Ms. Conetta and the Building Department. Sheds are missing from the Complaint Tracker. I have had a petition and have not heard on that. The Amnesty program needs looking at.

Village Manager Steers showed a picture of the Complaint Tracker that showed the sheds on the tracker.

Mr. Abel commented on the correspondence on the agenda re the mile marker on the Boston Post Road. He commented on the Metro North Railroad getting summonses from New York State for the non-removal of snow. Attorney Cerreto commented the Village will maintain its position.

Trustee Brakewood commented that we have three applicants and two positions. We would like to interview all three applicants before we decide who sits where.

REPORTS

Director of Planning and Development Christopher Gomez updated the Board on the Village of Port Chester 2014-2016 Strategic Plan.

RESOLUTIONS

RESOLUTION #1

IMPOSING NEW PARKING REGULATIONS ON NORTH PEARL STREET

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

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

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

	<u>Name of street</u>	<u>Side</u>	<u>Location</u>
	...		
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 319-77 Schedule XVI: Limited Time Parking, is amended as follows:

A. In accordance with the provisions of § **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

	<u>Name of Street</u>	<u>Side</u>	<u>Time Limit</u>	<u>Between</u>	<u>Location</u>
	...				
Add:	North Pearl Street	East	30 Mins.	9:00 am to 9:00 pm	From a point 71 feet north of Westchester Avenue extending south for 40 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:

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

	<u>Name of street</u>	<u>Side</u>	<u>Location</u>
	...		
Amend:	North Pearl Street	East	From a point measured 45 (71) feet north of the northeast corner of Westchester Avenue, thence extending in a northerly direction for a distance of [71] <u>45</u> feet.
	...		

and be it further

RESOLVED, that this resolution shall 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: Trustees Adams, Brakewood, Terenzi and Mayor Pagano.

NOES: Trustee Marino.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

RESOLUTION #2

AUTHORIZING THE EXECUTION OF AN AGREEMENT TO SUPPORT THE PORT CHESTER-RYE BROOK CHAMBER OF COMMERCE BANNER PROGRAM

On motion of TRUSTEE ADAMS, seconded by TRUSTEE MARINO, the

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

WHEREAS, the Port Chester-Rye Brook Chamber of Commerce has a long-standing successful banner program in cooperation with the Village of Port Chester; and

WHEREAS, the program provides for banners to be attached to the Village’s light-poles on the main thoroughfares which will have a uniform display with the name of a participating merchant as well as the Chamber of Commerce logo and Village of Port Chester official seal; and

WHEREAS, as a self-funded organization, the banner program is essential to the Chamber’s continuing successful operations on behalf of the Village of Port Chester; and

WHEREAS, the banner program will further the Village’s efforts to establish a community “brand” so as to establish a clear, sustainable point of distinction, provide the foundation for further economic development, and instill a strengthened sense of civic pride; and

WHEREAS, the parties desire to formalize their processes with regard to the program .Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into an agreement with the Port Chester-Rye Brook Chamber of Commerce for the Banner Program in the form annexed.

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: April 21, 2014

RESOLUTION #3

IMPOSING NEW PARKING REGULATIONS ON PURITAN DRIVE

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:

WHEREAS, the Board of Trustees has received the favorable recommendation of the Traffic Commission to make new parking restrictions on PURITAN DRIVE to provide for a no parking zone and thereby increase visibility or turning cars and street width for emergency vehicles; and

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

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

	<u>Name of street</u>	<u>Side</u>	<u>Location</u>
	...		
Add:	Puritan Drive	East	From Glen Avenue north for a distance of 100 feet
	...		

and be it further

RESOLVED, that this resolution shall 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: Trustees Adams, Brakewood, Terenzi, Marino and Mayor Pagano.

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

RESOLUTION #4

Prior to the vote on Resolution 4, Trustee Brakewood commented that restaurants and entertainment are a key industry of the Village. The Village has focused on that and has been very successful. Several years ago we were known as the “unofficial” restaurant capital of Westchester. What would it take to become the “official” capital? You have to declare yourself as the restaurant capital. We have Alba’s, Mario Batali moved to town, and we have several new restaurants. Port Chester is the home to the legendary Capitol Theater, we are home to one of the largest complex movie theaters in Westchester County, home to the Port Chester Council for the Arts and its outstanding theater program, including Shakespeare in the Park, we are home to the nationally recognized Clay Arts Center, we are the home to the award winning pride of Port Chester High School marching band. We have innumerable bars and restaurants offering entertainment under our new entertainment law.

DECLARING PORT CHESTER AS THE RESTAURANT AND ENTERTAINMENT CAPITAL OF WESTCHESTER COUNTY

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

WHEREAS, the Village of Port Chester has a large number of well-regarded restaurants serving a diverse menu from all countries and cultures, many of which have received critical acclaim; and

WHEREAS, the Village also has many places of entertainment, which also play an important niche in the Village’s retail mix; and

WHEREAS, the comprehensive plan makes specific reference to the value of such establishments to the Village’s marketing and branding efforts. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby declares the Village of Port Chester to be the “Restaurant and Entertainment Capital of Westchester County.”

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: April 21, 2014

RESOLUTION #5

APPOINTMENT OF MEMBER TO PLANNING 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 SHEILA M. ROGAN, residing in Port Chester New York be and hereby is appointed as a member of the Port Chester PLANNING COMMISSION, and to fill the seat previously held by Robert Ortiz, effective immediately with said term expiring on 06/16/2016.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

RESOLUTION #6 (POSTPONE)

APPOINTMENT OF MEMBER TO PLANNING COMMISSION

On motion of TRUSTEE ADAMS, seconded by TRUSTEE MARINO to postpone the vote on resolution Number 6 to the May 5, 2014 meeting.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

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

RESOLVED, that _____, residing in Port Chester New York, be and hereby is appointed as an ALTERNATE member of the Port Chester PLANNING COMMISSION, and to fill the seat previously held by Sheila M. Rogan, effective immediately with said term expiring on 06/16/2014.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

RESOLUTION #7

Mayor Pagano asked for a motion to combine Resolution 7 to 11 for the purpose of casting one vote for the Resolutions.

There being no objection TRUSTEE TERENZI, made a motion, seconded by TRUSTEE MARINO to combine Resolution 7 to 11 for the purpose of casting one vote for the Resolutions of the agenda for the purpose of casting one vote for all the Resolutions.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

REAPPOINTMENT OF MEMBER TO BOARD OF ARCHITECTURAL REVIEW

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

RESOLVED, that WILLIAM HUME of Port Chester New York is hereby reappointed as a member of the Port Chester BOARD OF ARCHITECTURAL REVIEW (BAR), effective immediately with said term expiring on 3/20/2015.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

RESOLUTION #8

**REAPPOINTMENT OF MEMBER TO
BOARD OF ARCHITECTURAL REVIEW**

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

RESOLVED, that CHARLES HOGE, JR. of Port Chester New York is hereby reappointed as a member of the Port Chester BOARD OF ARCHITECTURAL REVIEW (BAR), effective immediately with said term expiring on 3/20/2015.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

RESOLUTION #9

**REAPPOINTMENT OF MEMBER TO
BOARD OF ARCHITECTURAL REVIEW**

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

RESOLVED, that ADRIENNE CONCRA of Port Chester New York is hereby reappointed as a member of the Port Chester BOARD OF ARCHITECTURAL REVIEW (BAR), effective immediately with said term expiring on 3/20/2016.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

RESOLUTION #10

**REAPPOINTMENT OF MEMBER TO
BOARD OF ARCHITECTURAL REVIEW**

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

RESOLVED, that CIRO CUONO of Port Chester New York is hereby reappointed as a member of the Port Chester BOARD OF ARCHITECTURAL REVIEW (BAR), effective immediately with said term expiring on 3/20/2017.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

RESOLUTION #11

**REAPPOINTMENT OF MEMBER TO
BOARD OF ARCHITECTURAL REVIEW**

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

RESOLVED, that DUANE STOVER of Port Chester New York is hereby reappointed as a member of the Port Chester BOARD OF ARCHITECTURAL REVIEW (BAR), effective immediately with said term expiring on 3/20/2017.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

RESOLUTION #12

AUTHORIZING AGREEMENT WITH SOUTH EAST CONSORTIUM FOR SPECIAL SERVICES, INC. TO PROVIDE A COLLECTIVE PROGRAM FOR CITIZENS WITH DEVELOPMENTAL DISABILITIES AND SPECIAL NEEDS

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

WHEREAS, the South-East Consortium for Special Services, Inc. provides a special recreation program for citizens with developmental disabilities and special needs through a long-standing agreement with several municipalities in Westchester County; and

WHEREAS, the Village of Port Chester has been a party to this agreement which is up for renewal for calendar year 2014 at the same rate as the 2013 calendar year; and

WHEREAS, the program has successfully provided opportunities to our disadvantaged citizens. Now, therefore, be it

RESOLVED, that the Village Manager be authorized to sign an Inter Agency Agreement with the South East Consortium for Special Services, Inc., with the City of Rye, the Towns of Eastchester, Mamaroneck, Pelham, the Village of Scarsdale, the Town-Village of Harrison, the Villages of Port Chester, Rye Brook and Mamaroneck, to provide a collective program for special recreation services for citizens with developmental disabilities and special needs for the calendar year of 2014; and be it further

RESOLVED, that the contribution in the amount of \$21,829.00 has been appropriated in General Fund line item #001-7310-0455.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

RESOLUTION #13

**AUTHORIZING A BID TO PURCHASE A MOBILE COMMAND CENTER TO
ENHANCE POLICE DEPARTMENT CAPABILITIES**

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

WHEREAS, the Waterfront Commission of New York Harbor is seeking sealed bids for a Mobile Command Center by April 25, 2014; and

WHEREAS, the Acting Chief of Police has advised that such equipment would enhance Police Department capabilities; and

WHEREAS, the agency's process provides that the bid is binding on the low bidder; and

WHEREAS, should the Village's bid be accepted, the Board would make the requisite transfer of DEA asset forfeiture funds for the purchase. Now, therefore, be it

RESOLVED, that the Acting Chief of Police is hereby authorized to submit a bid to the Waterfront Commission of New York Harbor for a Mobile Command Center in an amount approved by the Village Manager.

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: April 21, 2014

REPORT OF THE VILLAGE MANAGER

Mr. Steers updated the Board with the following Memorandum:

INITIATIVES:

- 1. VPCIDA:** On Wednesday April 9th, 2014 awarded the contract relating to the RFP for Technical Assistance on Port Chester Public Schools Overcrowding, and Mitigation Analysis Relating to Housing and Economic Growth Potentials. The consultant chosen was Urbanomics, in partnership with BFJ Consulting.

The desired end result is 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.

Attached for your information is the scope of work and associated timelines for the project. Final execution of the agreement is pending review and finalization by IDA counsel.

2. **National Development Council:** NDC and their partners at STV, Inc. have started their analysis. The scope of work and timelines are as follows:

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 Pro forma incorporating lease space objectives,
- 3) Development of blocking and costs studies for three alternative development strategies, and (4) Hold at least three meetings with the Port Chester Municipal Center Exploratory Steering Committee.

Timeline:

Draft Report May 2, 2014

Final Report May 18, 2014

Task 2:

Architectural and Operational Program & Investigation: STV will undertake a four component study to be comprised of; Architectural Investigation and Operational Program, Site Investigation, Hazardous Materials Investigation Recommendations, and 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.

Timeline:

Draft Report May 16, 2014

Final Report May 28, 2014

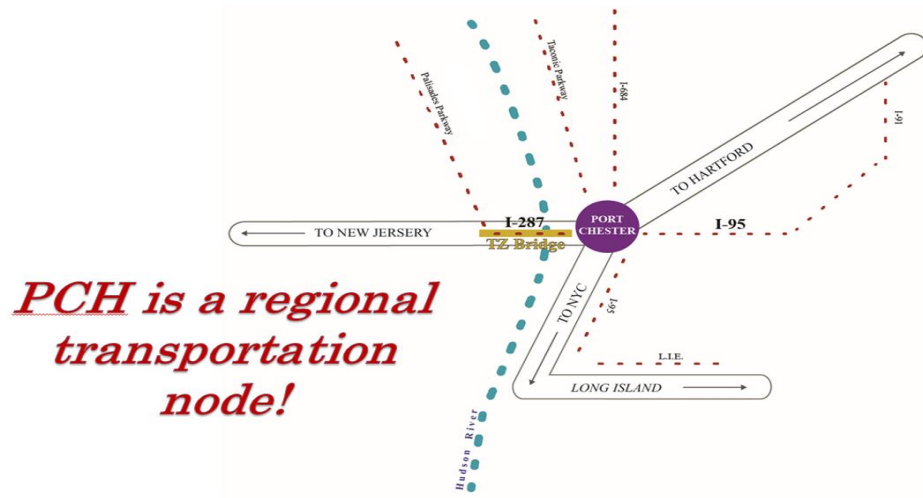
- 3. Strategic Planning:** As you are aware on April 7th, 2014 the Village has adopted its first Economic Development Strategic plan.

Overview

The Village Board of Trustees has recognized the need for a Strategic Plan to identify and prioritize economic development projects, provide an articulated direction and focus, and allocate scarce village resources to ensure the successful completion of specific projects consistent with the adopted Comprehensive Plan.

Due to the Village's unique geographic position as a regional and local transportation node in the New York metropolitan region, Port Chester is identified for continued economic development opportunities by the New York Metropolitan Transportation Council and directly aligned with the policies and principles identified through the Sustainable Communities Initiative, New York State Regional Economic Development Council, Mid-Hudson Sustainability Plan and other regional planning agendas. As such, the Village is particularly well-positioned to leverage grant funding through the annual New York State Consolidated Funding Application process in furtherance of specific strategic plan objectives.

REGIONAL CONTEXT



Process

On March 22, 2014, the Village Board of Trustees held a special workshop facilitated by John Nolon of the Pace Land Use Law Center to commence the strategic planning process.

Outcome

The final Strategic Plan was formulated after reviewing federal, state and local development goals and associated funding sources, the Board identified the following five opportunity areas for focus in the plan:

1. • Facilitating transit oriented development in the downtown
2. • Creating a new municipal center
3. • Enhancing and revitalizing waterfront areas
4. • Redevelopment of Fox Island peninsula
5. • Redevelopment of the United Hospital site

OPPORTUNITY AREAS

1. Downtown – Transit Oriented Development
2. Municipal Center
3. Fox Island
4. Waterfront
5. United Hospital Site



The plan identifies potential feasibility, cost-benefit analysis, grant funding sources and availability, sequence and time frames, implementation strategies, and action items relative to each priority opportunity area for the ensuing two years (March 2014-February 2016). Its 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.

Strategic Actions

- 1) Opportunity Area #1, 5: IDA awarded Urbanomics contract for school children mitigation formula study at last meeting.
- 2) Opportunity Area #2 - Municipal Center: Follow up conference calls with NDC regarding overview of time frames in terms of deliverable. Financing mechanisms to be further reviewed by consultant. Likely receiving update from NDC end of April for June deadline of BOT to receive NDC presentation of Phases 1-2 and consideration for Phases 3-5.
- 3) Opportunity Areas #1-5: Discussion with Amy Vargas, Hudson Valley Director at Empire State Development Corporation regarding Consolidated Funding Application (CFA) funding resources release date at Mayor’s Redevelopment Roundtable on April 16, 2014 at Pace Land Use Law Center. Once grant funding resources for FY 2014-2015 released, Staff receives more focused direction for application process.

- 4) Special BOT workshop on April 12, 2014 on SEQRA and 345-16 Bonus Height and Floor Area Bonus Program.
- 5) Opportunity Area #5 - United Hospital Site: 406PBR, owner, of former United Hospital Site submitted amended zoning petition on April 17, 2014 proposing intention to bring a new mixed-use neighborhood to Port Chester that features a unique retail-based destination public place where people can live, work, stay and shop while offering a new high quality streetscape that is designed to engage the street along the Site's frontage on Boston Post Road and create an inviting and safe pedestrian experience.

4. 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 Discussion during the Strategic Planning Process indicated that our initial strategies would be the implementation of the Strategic Plan thereby effectuating the desired economic revitalization as growth expands from the five ‘Opportunity Areas’ into the surrounding areas.

ACTIONS:

Budget: The Village Manager’s Tentative Budget has been completed and submitted to the BOT. Four meetings / budget workshops have been scheduled by resolution and the meetings continue until the adoption of the Final Budget on or about April 28th.

PROJECTS:

1. **Town of Rye Move:** The Town of Rye bid specifications were completed and bid responses reviewed. All bids apparently are excessively high. Follow up discussions to be held with the Town on status.
2. **350 North Main Street:** The proposed capital improvements to the building continue to move forward.

- Again, the evidence room build out is underway. 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* *Feb 6 – Feb 27*

COMPLETE

3. *Bidding, Building Permit approval* *1 week* *Feb 28 – Mar 7*

COMPLETE

4. *Bid evaluation, Contract award,*

Note: only one bidder submitted a bid. The bid is in excess of 300K. Feasibility of annex expansion is now improbable due to apparent costs. Project has been realigned with the majority of all interior demolition/construction/and finish work being done in house with the exception of the Asbestos remediation. Secondary bidding to done for necessary electrical and mechanical work. Remaining funds will be directed towards the exterior weatherization and brick face/pointing work. Bid pending on same.

5. Interior Construction 11 weeks March 17 – May 31*

Demolition by Village staff. *1 week* *COMPLETE.*

*Court offices tentatively complete by May 31st.

PENDING

3. Pay Station / Meters: All new batteries have been received installation underway. Immediate improvement has been realized. Research is underway relating to costing out pay station shelters for installation where needed. Further update by Mr. Ameigh at this meeting.

4. Westchester Avenue Intersection Improvements: Again the project is projected to be substantially complete by 4/30. Staff has requested a final “Punch List” on any outstanding construction items, prior to authorizing the release of a current draw down request from Verde.

PRIORITIES

- 1. Sewer Rent:** 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. Information went out in the recent Village Newsletter and a secondary post card notice was sent out this past week. Further there is a “Town Hall” meeting schedule at the Senior Center for Wednesday April 30th, at 4:30. United Water has almost completed system testing; tentative first billing is May 19th.
- 2. Bulkhead:** Working with various costal engineers / contractors for additional insight into the feasibility of DEC suggestions. Preliminary analysis by Al Waller indicates that the conceptual design is feasible within limits. Steel sheet pile is still recommended with a cantilevered walkway with revetment/rip-wrap limited to non-structural support (for habitat creation only). Rough cost estimate should be received shortly.

DISCUSSIONS

RFP for “Property Condition Study.”

Trustee Terenzi commented that this should be pulled and discussed at a later date.

Acquiring the services of an outside payroll company.

Trustee Terenzi commented that in light of what happened with the Fire Department a few years ago, he would like to get proposals. It would free up the time of the person who handles payroll now. It would take about 6 months to set up the program. Village Manager Steers has reached out to see who is using the biometric payroll. He expects to have a report back to the Board by the second meeting in May.

CORRESPONDENCES

From La Placita Supermarket requesting permission to have a community outreach event at 155 North Main Street on May 4, 2014 from 10:00 a.m. to 3:00 p.m.

The Board referred the correspondence to staff.

From Rye Town Youth Football & Cheerleading requesting permission to place a sign in Messina Park from May 25, 2014 through June 8, 2014.

The Board referred the correspondence to staff.

From Eleanor Militana, Rye City Manager, regarding mile marker located in the front of the property formerly owned by United Hospital along Boston Post Road.

The Board referred the correspondence to staff.

From Jerry Terranova and the Park Commission regarding parking at Abendroth Park.

The Board referred the correspondence to staff.

From Attorney Michael F. Keesee regarding the renewal of the contracts of Gail Letizia, and Olga Hurtado.

The Board accepted the correspondence.

From Mark Mannix, Senior Director, Corporate & Public Affairs for Metro-North Railroad.

The Board referred the correspondence to staff.

From the Traffic Commission requesting parking on Pearl Street at Westchester Avenue.

The Board accepted the correspondence.

From the Traffic Commission requesting amendments to Section 319 of the Village Code.

The Board accepted the correspondence.

From American Legion Requesting \$1,000 for 2014 Memorial Day Ceremonies and Parade

The Board accepted the correspondence.

Add-on Correspondence

During the correspondence section of the meeting, Village Clerk asked Mayor Pagano to add-on a correspondence that was accidentally omitted from today's agenda.

There being no objection TRUSTEE MARINO, made a motion to add-on the correspondence, seconded by Trustee TERENCE, the motion did not received a unanimous vote of those present and was defeated.

ROLL CALL

AYES: Trustees Adams, Terenzi and Marino.

NOES: Trustee Brakewood.

RECUSE: Mayor Pagano

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

MINUTES

Minutes from April 7, 2014.

Mayor Pagano asked for a motion to table the minutes of April 7, 2014 to next meeting on April 22, 2014.

There being no objection TRUSTEE MARINO, made a motion, seconded by TRUSTEE ADAMS, to table the minutes of April 7, 2014 to next meeting on April 22, 2014

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

Minutes from April 8, 2014.

On motion of Trustee MARINO, seconded by Trustee ADAMS, The Board of Trustees accepted the minutes of April 8, 2014.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 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:

Public Comments:

Mr. Frank Ferrara apologized for getting out of line tonight.

Board Comments:

Trustee Adams commented he was impressed with the Starwood presentation. He would like two or three of the Boards and Commissions to come before the next Board during Presentations to explain their work.

Trustee Brakewood commented that Starwood is a long time coming. The project has come a long way. We have a lot of work to do.

Trustee Terenzi commented he looks forward to finalizing the budget.

Trustee Marino commented we are going in the right direction with United Hospital. There is still a lot of work to do.

MOTION FOR EXECUTIVE SESSION

At 11:11 p.m., on motion of TRUSTEE MARINO, seconded by TRUSTEE BRAKEWOOD the Board adjourned into an executive session regarding the Village Manager's Employment Agreement Renewal.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

Present in addition to the Board of Trustees, was Village Manager, Christopher Steers; Village Clerk.

No action was taken in executive session.

At 11:30 p.m., a motion to come out of executive session was made by TRUSTEE ADAMS, seconded by TRUSTEE BRAKEWOOD, the Board of Trustees closed the executive session.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: April 21, 2014

At 11:30 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 Kenner and Ceccarelli.

DATE: April 21, 2014

Respectfully submitted,

Janusz R. Richards
Village Clerk

MEETING HELD APRIL 22, 2014

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Tuesday, April 22, 2014, in the Village Hall Conference Room, 222 Grace Church Street, Port Chester, New York, with Mayor Neil Pagano presiding.

It should be noted that Trustees Terenzi, Marino and Ceccarelli were absent.

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; Christopher Ameigh Administrative Aide to the Village Manager; Ed Brancati and Village Planner Jesica Youngblood.

On motion of TRUSTEE KENNER, seconded by TRUSTEE ADAMS, the meeting was declared opened at 6:14 p.m.

ROLL CALL

AYES: Trustees Adams, Brakewood, Kenner and Mayor Pagano.

NOES: None.

ABSENT: Trustees Terenzi, Marino and Ceccarelli.

DATE: April 22, 2014

WORK SESSION

Workshop on Village of Port Chester Tentative Budget for Fiscal Year 2014-2015

The Board along with staff discussed the Budget for FY 2014-2015 with the heads of:

Planning / Zoning
Legal
Finance
Village Manager

No action was taken at the work session.

CORRESPONDENCES

From the Law Office of Bruno V. Gioffre, Jr., PLLC, requesting the Village of Port Chester waive the 30 day waiting period for Neri Spadaro, LLC to file its On-Premise Liquor License Application

The Board accepted the correspondence. No action was taken on the request as Mayor Pagano recused himself and the three remaining Board members did not have the required votes to act on the request.

MINUTES

Minutes from April 7, 2014.

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE ADAMS, the Board of Trustees accepted the minutes of April 8, 2014.

ROLL CALL

AYES: Trustees Adams, Brakewood, Kenner and Mayor Pagano.

NOES: None.

ABSENT: Trustees Terenzi, Marino and Ceccarelli.

DATE: April 22, 2014

Add-on Executive Session

At the end of the meeting Mayor Pagano asked for a motion to add-on an Executive Session.

There being no objection TRUSTEE KENNER, made a motion to add-on an Executive Session regarding a particular personnel matter, seconded by TRUSTEE BRAKEWOOD, the motion received a unanimous vote of those present and was approved.

ROLL CALL

AYES: Trustees Adams, Brakewood, Kenner and Mayor Pagano.

NOES: None.

ABSENT: Trustees Terenzi, Marino and Ceccarelli.

DATE: April 22, 2014

Motion for Executive Session

At 7:52 p.m., on motion of TRUSTEE Kenner, seconded by TRUSTEE BRAKEWOOD the Board adjourned into an executive session regarding a particular personnel matter.

ROLL CALL

AYES: Trustees Adams, Brakewood, Kenner and Mayor Pagano.

NOES: None.

ABSENT: Trustees Terenzi, Marino and Ceccarelli.

DATE: April 22, 2014

Present in addition to the Board of Trustees, was Village Manager, Christopher Steers.

No action was taken in executive session.

At 8:11 p.m., a motion to come out of executive session was made by TRUSTEE KENNER, seconded by TRUSTEE ADAMS, the Board of Trustees closed the executive session.

ROLL CALL

AYES: Trustees Adams, Brakewood, Kenner and Mayor Pagano.

NOES: None.

ABSENT: Trustees Terenzi, Marino and Ceccarelli.

DATE: April 22, 2014

At 8:11 p.m., on motion of TRUSTEE KENNER, seconded by TRUSTEE ADAMS, the meeting was closed.

ROLL CALL

AYES: Trustees Adams, Brakewood, Kenner and Mayor Pagano.

NOES: None.

ABSENT: Trustees Terenzi, Marino and Ceccarelli.

DATE: April 22, 2014

Respectfully submitted,

Janusz R. Richards
Village Clerk

**PUBLIC COMMENTS
AND
BOARD COMMENTS**

**PROPOSED MOTION
FOR
EXECUTIVE SESSION**