

**VILLAGE OF PORT CHESTER  
BOARD OF TRUSTEES  
Meeting, Monday, May 19, 2014  
PROPOSED EXECUTIVE/CLOSED SESSION 6:00-7:00 P.M.  
Regular Meeting: 7:00 P.M.  
VILLAGE JUSTICE COURTROOM  
350 North Main Street  
Port Chester, New York  
**AGENDA****

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

	<b>PROPOSED MOTION FOR EXECUTIVE SESSION</b>	<b>ACTION</b>
1	Interview Chris Summa for a position on the Port Chester Planning Commission.	
2	G & S – LADA Negotiations	
3	Consultation with Labor Attorney regarding the Appointed/Non-Union Benefit Plan	

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

<b>I</b>	<b>WORK SESSION</b>	
1	Jerry Terranova - Park Commission – Chairman.	
2	Joe Gianfrancesco, Jr. - Traffic Commission Chairman.	
<b>II</b>	<b>PUBLIC COMMENTS</b>	<b>ACTION</b>
<b>III</b>	<b>PRESENTATION</b>	<b>ACTION</b>
	Annual Stormwater Report.	
<b>IV</b>	<b>RESOLUTIONS</b>	<b>ACTION</b>
	<b>Administration</b>	
1	Amending the Village of Port Chester Appointed/Non-Union Benefit Plan.	
2	Authorizing the renewal of Employment Agreement with the Village Manager.	
3	Authorizing the Village Attorney to execute a Stipulation of Settlement in the matter of PC 406 BPR, LLC and PC High Street Corp. v. Village of Port Chester et al.	
4	RFP for “Property Condition Study.”	
	<b>Appointment(s)</b>	

5	Appointment of an Alternate member to the Planning Commission.	
6	Re-appointment of Bart Didden to the Waterfront Commission and Chairman with term expiring on 12/02/2017.	
7	Re-appointment of John Hiensch to the Waterfront Commission with term expiring on 12/02/2014.	
8	Re-appointment of Alexander B. Leonzi to the Waterfront Commission with term expiring on 12/02/2017.	
9	Re-appointment of Michael O'Connor to the Waterfront Commission with term expiring on 12/02/2017.	
10	Re-appointment of Tav Passarelli to the Waterfront Commission with term expiring on 12/02/2017.	
	<b>Finance</b>	
11	Approving revised fees for the use of Village Parks	
	<b>Courts</b>	
12	Authorize the Village Manager to enter into an agreement with Court Interpreter Olga Hurtado for one (1) year.	
13	Authorize the Village Manager to enter into an agreement with Court Reporter Gail Letizia for one (1) year.	
	<b>Senior / Nutrition Program</b>	
14	Authorize The Port Chester Nutrition Program to enter into contract with Westchester County for the III-B Program Year January 1, 2014 through December 31, 2014.for the amount of \$24,670.00.	
<b>V</b>	<b>REPORT OF THE VILLAGE MANAGER</b>	
1		
<b>VI</b>	<b>REPORT FROM DIRECTOR PLANNING &amp; DEVELOPMENT</b>	
1		
<b>VII</b>	<b>CORRESPONDENCE</b>	<b>ACTION</b>
1	From Port Chester-Rye Brook-Town of Rye Independence Day Committee requesting financial support from the Village.	
2	From Jorge A. Valencia and Amparo Ramirez for Makondo Restaurant and Bakery, 139 N. Main Street regarding a new Application for a Liquor License.	
3	From Eric Opdyke for the Jarden Westchester Triathlon for permission for the use of roadways on September 21, 2014 and Police Officers posted along the route.	
4	From American Legion Port Chester Post 93 requesting permission from the Board of Trustees of the Village of Port Chester to hold 2014 Memorial Day Ceremonies and parade to start at the top of Westchester Avenue and proceed to Broad Street.	
5	From Westchester County Rent Guidelines Board.	

6	From Westchester County Rent Guidelines Board (2 <sup>nd</sup> )	
7	From Putnam Engine & Hose Co., #2 on the election of Alfredo Vargas Coyt to membership.	
8	From Park Avenue School requesting permission to close Park Avenue from Columbus Avenue to College Avenue on June 6, 2014 from 9:00 a.m. to 2:00 p.m. and on June 16, 2014 from 9:00 a.m. to 12:00 p.m.	
9	From Division of Alcoholic Beverage Control regarding Neri Spadaro, LLC	
10	From Carolee Brakewood regarding Relay for Life of Port Chester Rye Brook	
11	From Centro Cultural Bolivia requesting support and co-sponsorship towards their parade and permission to use the Village Showmobile on August 24, 2014.	
12	From the Port Chester Dog Park Group asking to work with the Village to seek NY State grant funding through the 2014 Consolidated Funding Application process.	
<b>VIII</b>	<b>MINUTES</b>	
1	Minutes from April 28, 2014	
2	Minutes from May 5, 2014	
<b>IX</b>	<b>PUBLIC COMMENTS AND BOARD COMMENTS</b>	<b>ACTION</b>

**TIME:** \_\_\_\_\_

**PROPOSED MOTION  
FOR  
EXECUTIVE SESSION**

WORK SESSION

# **PUBLIC COMMENTS**

# **PRESENTATION**







**MS4 Municipal Compliance Certification(MCC) Form**

MCC form for period ending March 9,

Name of MS4

SPDES ID

**Section 2 - Contact Information**

Important Instructions - Please Read

Contact information must be provided for ***each*** of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- Principal Executive Officer/Chief Elected Official
- Duly Authorized Representative
- Local Stormwater Public Contact
- Stormwater Management Program (SWMP) Coordinator
- Report Preparer

First Name  MI  Last Name

Title

Address

City  State  Zip  -

eMail

Phone (  )  -  County

**MS4 Municipal Compliance Certification (MCC) Form**

MCC form for period ending March 9,

Name of MS4  SPDES ID

**Section 3 - Partner Information**

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period?  Yes  No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

Partner/Coalition Name (con't.)  SPDES Partner ID - If applicable

Address

City  State  Zip  -

eMail

Phone (   )  -

Legally Binding Agreement in accordance with GP-0-08-002 Part IV.G.?  Yes  No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

MM1

MM2

MM3

MM4

MM5

MM6

Additional tasks/responsibilities

- Watershed Improvement Strategy Best Management Practices* required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.





### MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

### Minimum Control Measure 1. Public Education and Outreach

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

#### 1. Targeted Public Education and Outreach Best Management Practices

Check all topics that were included in Education and Outreach during this reporting period:

- Construction Sites
- General Stormwater Management Information
- Household Hazardous Waste Disposal
- Illicit Discharge Detection and Elimination
- Infrastructure Maintenance
- Smart Growth
- Storm Drain Marking
- Green Infrastructure/Better Site Design/Low Impact Development
- Other:
- Pesticide and Fertilizer Application
- Pet Waste Management
- Recycling
- Riparian Corridor Protection/Restoration
- Trash Management
- Vehicle Washing
- Water Conservation
- Wetland Protection
- None

Other

#### 2. Specific audiences targeted during this reporting period:

- Public Employees
- Residential
- Businesses
- Restaurants
- Other:
- Contractors
- Developers
- General Public
- Industries
- Agricultural

Other





**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

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**4. Evaluating Progress Toward Measurable Goals MCM 1**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.****B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.****C. How many times was this observation measured or evaluated in this reporting period?**

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*(ex.: samples/participants/events)*

**D. Has your MS4 made progress toward this Measurable Goal during this reporting period?**

Yes  No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes  No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

**MS4 Annual Report Form**

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Name of MS4/Coalition

SPDES ID

**Minimum Control Measure 2. Public Involvement/Participation**

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

**1. What opportunities were provided for public participation in implementation, development, evaluation and improvement of the Stormwater Management Program (SWMP) Plan during this reporting period? Check all that apply:**

- Cleanup Events # Events
- Comments on SWMP Received # Comments
- Community Hotlines Phone # (    )   -
- Phone # (    )   -    Phone # (    )   -
- Phone # (    )   -    Phone # (    )   -
- Phone # (    )   -    Phone # (    )   -
- Phone # (    )   -    Phone # (    )   -
- Phone # (    )   -    Phone # (    )   -
- Community Meetings # Attendees
- Plantings Sq. Ft.
- Storm Drain Markings # Drains
- Stakeholder Meetings # Attendees
- Volunteer Monitoring # Events
- Other:

**2. Was public notice of availability of this annual report and Stormwater Management Program (SWMP) Plan provided?**  Yes  No

- List-Serve # In List
- Newspaper Advertising # Days Run
- TV/Radio Notices # Days Run
- Other:
- Web Page URL: Enter URL(s) on the following two pages.





**MS4 Annual Report Form**

**This report is being submitted for the reporting period ending March 9,**

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition  SPDES ID

**3. Where can the public access copies of this annual report, Stormwater Management Program SWMP) Plan and submit comments on those documents?**

Enter address/contact info and select radio button to indicate which document is available and whether comments may be submitted at that location. Submit additional pages as needed.

- MS4/Coalition Office  Annual Report  SWMP Plan  Comments

Department

Address

City  Zip  -

Phone  
 (  )  -

- Library  Annual Report  SWMP Plan  Comments

Address

City  Zip  -

Phone  
 (  )  -

- Other  Annual Report  SWMP Plan  Comments

Address

City  Zip  -

Phone  
 (  )  -

- Web Page URL:  Annual Report  SWMP Plan  Comments

Please provide specific address of page where report can be accessed - not home page.

- eMail  Comments

**MS4 Annual Report Form**

**This report is being submitted for the reporting period ending March 9,**

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

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**4.a. If this report was made available on the internet, what date was it posted?**

Leave blank if this report was not posted on the internet.

		/			/				
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**4.b. For how many days was/will this report be posted?**

--	--	--

If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

**5.a. Was an Annual Report public meeting held in this reporting period?**

Yes  No

If Yes, what was the date of the meeting?

		/			/				
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If No, is one planned?

Yes  No

**5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period?**

Yes  No

If No, is one planned for each?

Yes  No

**6. Were comments received during this reporting period?**

Yes  No

If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

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SPDES ID  

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**7. Evaluating Progress Toward Measurable Goals MCM 2**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

**C. How many times was this observation measured or evaluated in this reporting period?**

--	--	--	--	--

*(ex.: samples/participants/events)*

**D. Has your MS4 made progress toward this measurable goal during this reporting period?**

Yes    No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes    No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

**MS4 Annual Report Form**

**This report is being submitted for the reporting period ending March 9,**

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

**Minimum Control Measure 3. Illicit Discharge Detection and Elimination**

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

**1. Enter the number and approx. percent of outfalls mapped:**  #  %

**2. How many of these outfalls have been screened for dry weather discharges during this reporting period (outfall reconnaissance inventory)?**

**3.a. What types of generating sites/sewersheds were targeted for inspection during this reporting period?**

- Auto Recyclers
- Building Maintenance
- Churches
- Commercial Carwashes
- Commercial Laundry/Dry Cleaners
- Construction Vehicle Washouts
- Cross-Connections
- Distribution Centers
- Food Processing Facilities
- Garbage Truck Washouts
- Hospitals
- Improper RV Waste Disposal
- Industrial Process Water
- Other:
- Landscaping (Irrigation)
- Marinas
- Metal Plateing Operations
- Outdoor Fluid Storage
- Parking Lot Maintenance
- Printing
- Residential Carwashing
- Restaurants
- Schools and Universities
- Septic Maintenance
- Swimming Pools
- Vehicle Fueling
- Vehicle Maint./Repair Shops
- None

Sewersheds:

### MS4 Annual Report Form

**This report is being submitted for the reporting period ending March 9,**

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

**3.b. What types of illicit discharges have been found during this reporting period?**

- Broken Lines From Sanitary Sewer
- Industrial Connections
- Cross Connections
- Inflow/Infiltration
- Failing Septic Systems
- Pump Station Failure
- Floor Drains Connected To Storm Sewers
- Sanitary Sewer Overflows
- Illegal Dumping
- Straight Pipe Sewer Discharges
- Other:
- None

**4. How many illicit discharges/potential illegal connections have been detected during this reporting period?**

**5. How many illicit discharges have been confirmed during this reporting period?**

**6. How many illicit discharges/illegal connections have been eliminated during this reporting period?**

**7. Has the storm sewershed mapping been completed in this reporting period?**  Yes  No  
 If No, approximately what percent was completed in this reporting period?

%

**8. Is the above information available in GIS?**  Yes  No  
**Is this information available on the web?**  Yes  No

If Yes, provide URL(s):

Please provide specific address of page where map(s) can be accessed - not home page.

URL

URL



**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

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SPDES ID 

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**12. Evaluating Progress Toward Measurable Goals MCM 3**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

**C. How many times was this observation measured or evaluated in this reporting period?**

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*(ex.: samples/participants/events)*

**D. Has your MS4 made progress toward this measurable goal during this reporting period?**

Yes    No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes    No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

**MS4 Annual Report Form**

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Name of MS4/Coalition

SPDES ID

**Minimum Control Measures 4 and 5.**  
**Construction Site and Post-Construction Control**

The information in this section is being reported (check one):

- On behalf of an individual MS4  
 On behalf of a coalition

How many MS4s contributed to this report?

**1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities?**  Yes  No

**1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney certification or using the NYSDEC Gap Analysis Workbook?**  Yes  No  NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law.

09/2004  03/2006  NT

**2. Does your MS4/Coalition have a SWPPP review procedure in place?**  Yes  No

**3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period?**

**4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs?**  Yes  No  NT

If Yes, how many public comments were received during this reporting period?

**5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process?**  Yes  No

**6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:**

- |  |   |   |  |  |  |  |  |  |                                    |
|--|---|---|--|--|--|--|--|--|------------------------------------|
| <input type="radio"/> Notices of Violation             | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> |  |  |  |  |  |  | <input type="radio"/> No Authority |
|  |   |   |  |  |  |  |  |  |                                    |
| <input type="radio"/> Stop Work Orders                 | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> |  |  |  |  |  |  | <input type="radio"/> No Authority |
|  |   |   |  |  |  |  |  |  |                                    |
| <input type="radio"/> Criminal Actions                 | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> |  |  |  |  |  |  | <input type="radio"/> No Authority |
|  |   |   |  |  |  |  |  |  |                                    |
| <input type="radio"/> Termination of Contracts         | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> |  |  |  |  |  |  | <input type="radio"/> No Authority |
|  |   |   |  |  |  |  |  |  |                                    |
| <input type="radio"/> Administrative Fines             | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> |  |  |  |  |  |  | <input type="radio"/> No Authority |
|  |   |   |  |  |  |  |  |  |                                    |
| <input type="radio"/> Civil Penalties                  | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> |  |  |  |  |  |  | <input type="radio"/> No Authority |
|  |   |   |  |  |  |  |  |  |                                    |
| <input type="radio"/> Administrative Orders            | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> |  |  |  |  |  |  | <input type="radio"/> No Authority |
|  |   |   |  |  |  |  |  |  |                                    |
| <input type="radio"/> Enforcement Actions or Sanctions | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> |  |  |  |  |  |  |                                    |
|  |   |   |  |  |  |  |  |  |                                    |
| <input type="radio"/> Other                            | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> |  |  |  |  |  |  | <input type="radio"/> No Authority |
|  |   |   |  |  |  |  |  |  |                                    |

**MS4 Annual Report Form**

**This report is being submitted for the reporting period ending March 9,**

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

**Minimum Control Measure 4. Construction Site Stormwater Runoff Control**

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

**1. How many construction projects have been authorized for disturbances of one acre or more during this reporting period?**

**2. How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period?**

**3. What percent of active construction sites were inspected during this reporting period?**  NT    %

**4. What percent of active construction sites were inspected more than once?**  NT    %

**5. Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual?**  Yes  No  NT

**6. Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval?**  Yes  No  NT

**If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review?**  Yes  No

If Yes, use the following page to identify location(s) where SWPPPs can be accessed.

**MS4 Annual Report Form**

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Name of MS4/Coalition

SPDES ID

**6. con't.:**

Submit additional pages as needed.

MS4/Coalition Office

Department

Address

City

Zip

 - 

Phone

(  )  -

Library

Address

City

Zip

 - 

Phone

(  )  -

Other

Address

City

Zip

 - 

Phone

(  )  -

Web Page URL(s): Please provide specific address where SWPPPs can be accessed - not home page.

URL

URL

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

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**7. Evaluating Progress Toward Measurable Goals MCM 4**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.****B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.****C. How many times was this observation measured or evaluated in this reporting period?**

--	--	--	--	--

*(ex.: samples/participants/events)*

**D. Has your MS4 made progress toward this measurable goal during this reporting period?**

Yes  No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes  No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

**MS4 Annual Report Form**

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Name of MS4/Coalition

SPDES ID

**Minimum Control Measure 5. Post-Construction Stormwater Management**

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

**1. How many and what type of post-construction stormwater management practices has your MS4/Coalition inventoried, inspected and maintained in this reporting period?**

	# Inventoried	# Inspections	# Times Maintained
<input type="radio"/> Alternative Practices	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> Filter Systems	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> Infiltration Basins	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> Open Channels	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> Ponds	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> Wetlands	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> Other	<input type="text"/>	<input type="text"/>	<input type="text"/>

**2. Do you use an electronic tool (e.g. GIS, database, spreadsheet) to track post-construction BMPs, inspections and maintenance?**

Yes  No

**3. What types of non-structural practices have been used to implement Low Impact Development/Better Site Design/Green Infrastructure principles?**

- Building Codes       Municipal Comprehensive Plans
- Overlay Districts     Open Space Preservation Program
- Zoning                     Local Law or Ordinance
- None                       Land Use Regulation/Zoning
- Watershed Plans       Other Comprehensive Plan

Other:

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

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SPDES ID

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**4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?**

Yes    No

**4b. Does the MS4 have a banking and credit system for stormwater management practices?**

Yes    No

**4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?**

Yes    No

**4d. How many stormwater management practices have been implemented as part of this system in this reporting period?**

--	--	--

**5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impace Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?**

--	--	--	--

 %

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

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**6. Evaluating Progress Toward Measurable Goals MCM 5**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.****B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.****C. How many times was this observation measured or evaluated in this reporting period?**

--	--	--	--	--

*(ex.: samples/participants/events)*

**D. Has your MS4 made progress toward this measurable goal during this reporting period?**

Yes  No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes  No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

**MS4 Annual Report Form**

**This report is being submitted for the reporting period ending March 9,**

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

**Minimum Control Measure 6. Stormwater Management for Municipal Operations**

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

**1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.**

<u>Operation/Activity/Facility</u>	<u>Addressed in SWMP?</u>		<u>Self-Assessment Operation/Activity/Facility performed within the past 3 years?</u>	
	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Street Maintenance.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Bridge Maintenance.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Winter Road Maintenance.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Salt Storage.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Solid Waste Management.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
New Municipal Construction and Land Disturbance..	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Right of Way Maintenance.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Marine Operations.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Hydrologic Habitat Modification.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Parks and Open Space.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Municipal Building.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Stormwater System Maintenance.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Vehicle and Fleet Maintenance.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**MS4 Annual Report Form**

**This report is being submitted for the reporting period ending March 9,**

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

**2. Provide the following information about municipal operations good housekeeping programs:**

- Parking Lots Swept (Number of acres X Number of times swept) # Acres
  - Streets Swept (Number of miles X Number of times swept) # Miles
  - Catch Basins Inspected and Cleaned Where Necessary #
  - Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary #
  - Phosphorus Applied In Chemical Fertilizer # Lbs.
  - Nitrogen Applied In Chemical Fertilizer # Lbs.
  - Pesticide/Herbicide Applied # Acres     .
- (Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.)

**3. How many stormwater management trainings have been provided to municipal employees during this reporting period?**

**4. What was the date of the last training?**   /   /

**5. How many municipal employees have been trained in this reporting period?**

**6. What percent of municipal employees in relevant positions and departments receive stormwater management training?**    %

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

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**7. Evaluating Progress Toward Measurable Goals MCM 6**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.****B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.****C. How many times was this observation measured or evaluated in this reporting period?**

--	--	--	--	--

*(ex.: samples/participants/events)*

**D. Has your MS4 made progress toward this measurable goal during this reporting period?**

Yes    No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes    No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

### MS4 Annual Report Form

**This report is being submitted for the reporting period ending March 9,**

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

### Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

**MS4s must answer the questions or check NA as indicated in the table below.**

MS4 Description	Answer	Check NA	(POC)
<b>NYC EOH Watershed</b>			
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,77a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
<b>Onondaga Lake Watershed</b>			
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
<b>Greenwood Lake Watershed</b>			
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
<b>Oyster Bay</b>			
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
<b>Peconic Estuary</b>			
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
<b>Oscawana Lake Watershed</b>			
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
<b>LI 27 Embayments</b>			
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

**1. Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies?**  Yes  No  N/A

**2. Has 100% of the MS4/Coalition conveyance system been mapped in GIS?**  Yes  No  N/A

If N/A, go to question 3.

If No, estimate what percentage of the conveyance system has been mapped so far.    %

Estimate what percentage was mapped in this reporting period.    %

**MS4 Annual Report Form**

**This report is being submitted for the reporting period ending March 9,**

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

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SPDES ID 

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**3. Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program?**  Yes  No  N/A

**4. Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period?**

--	--	--

 %

**5. Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more?**  Yes  No  N/A

**6. Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards?**  Yes  No  N/A

**7a. Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading?**  Yes  No  N/A

**7b. How many projects have been sited in this reporting period?**

--	--	--

**7c. What percent of the projects included in 7b have been completed in this reporting period?**

--	--	--

 %

**7d. What percent of projects planned in previous years have been completed?**

--	--	--

 %

No Projects Planned

**8a. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands?**  Yes  No  N/A

**8b. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands?**  Yes  No  N/A

**MS4 Annual Report Form**

**This report is being submitted for the reporting period ending March 9,**

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

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SPDES ID 

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- 9. **Has your MS4/Coalition developed and implemented a program of native planting?**  
 Yes    No    N/A
  
- 10. **Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?**  
 Yes    No    N/A
  
- 11. **Does your MS4/Coalition have a pet waste bag program?**  
 Yes    No    N/A
  
- 12. **Does your MS4/Coalition have a program to manage goose populations?**  
 Yes    No    N/A

# RESOLUTIONS

CHANGES TO THE APPOINTED AND 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 dated November 1, 2004, the Board of Trustees adopted a revised "Appointed and Non-Union Benefit Plan" (hereinafter "Plan") which set forth terms and conditions of employment for certain appointed employees of the Village; and

WHEREAS, the current Board of Trustees has reviewed the Plan and desires to revise the Plan with respect to certain Vacation benefits and procedures so that employees covered by the Plan utilize the Vacation benefits afforded to them in the year in which they are provided,

NOW, THEREFORE, BE IT RESOLVED that Section I (A.) Vacation is hereby amended so that, *effective as of the Village's Fiscal Year beginning June 1, 2014*, any vacation time earned or accrued by employees covered by the Plan in a given fiscal year must be utilized in that same fiscal year; and be it

FURTHER RESOLVED that the following paragraph of said section is hereby stricken:

"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."

BE IT FURTHER RESOLVED that the remaining provisions of the Plan remain in effect as previously set forth.

**RESOLUTION**  
**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 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 11<sup>th</sup>, 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.

- 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 Board's 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 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.

#### 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.

## 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 15<sup>th</sup> 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: \_\_\_\_\_



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Choose a Department**

**Village BOT Meeting Date:** May 19, 2014

**Item Type:** Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact		x	Public Hearing Required		x
Funding Source:			BID #		
Account #:			<b>Strategic Plan Priority Area</b>		
			Business & Economic Development		
Agreement	x		<b>Manager Priorities</b>		
Strategic Plan Related	x		Choose a Manager Priority		

**Sponsor's Name:** Anthony Cerreto, Village Attorney

**Heading Title**  
*(Will appear as indicated below on Agenda)*

AUTHORIZING STIPULATION OF SETTLEMENT IN THE MATTER OF PC 406 BPR and  
 PC 999 HIGH STREET CORP v. VILLAGE OF PORT CHESTER, ET AL. WITH REGARD  
 TO THE REDEVELOPMENT OF THE FORMER SITE OF UNITED HOSPITAL AND 999  
 HIGH STREET

**Summary**

**Background:**

Special Counsel Mark Chertok has recommended the proposed agreement which is in the form of a court stipulation.

You recall that Starwood (PC 406 BPR, LLC and PC 999 High Street Corp) brought suit against the Village of Port Chester and Board of Trustees on various grounds challenging the Planned Mixed Use (PMU) zoning amendment adopted by the Board on March 18, 2013.

In view of ongoing discussions, the parties agreed to adjourn the usual deadlines for the filing of court papers. Last month, the court called the parties in for a status conference. The court was advised that the Board of Trustees had most recently adopted a resolution that advanced an amended petition for zoning amendments for consideration and commence the SEQRA process. .

In short, the stipulation is essentially a “stand-still” agreement that would defer the litigation of the case pending the SEQRA review and determination of the amended petition. The claim involving the Board’s review of the original petition is formally withdrawn and cannot be revived.

<b>Proposed Action</b>
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That the Board of Trustees adopt the Resolution

<b>Attachments</b>
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Stipulation of Settlement
---------------------------

AUTHORIZING STIPULATION OF SETTLEMENT IN THE MATTER OF PC 406 BPR and  
PC 999 HIGH STREET CORP v. VILLAGE OF PORT CHESTER, ET AL. WITH REGARD  
TO THE REDEVELOPMENT OF THE FORMER SITE OF UNITED HOSPITAL AND 999  
HIGH STREET

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

WHEREAS, on or about July 16, 2013, PC 406 BPR. LLC and PC 999 High Street Corp. (“plaintiffs”) brought suit against the Village of Port Chester in State Supreme Court, Westchester County, challenging on various grounds the zoning amendments adopted by the Board of Trustees on March 18, 2013 as affecting their properties located at 406 Boston Post Road and 999 High Street; and

WHEREAS, on April 23, 2014, Judge Sam Walker directed the parties to appear for a status conference wherein the court was advised by counsel that on April 21, 2014 the Board of Trustees had accepted for consideration a superseding application for zoning amendments so as to commence the environmental review process under the State Environmental Quality Review Act (SEQRA); and

WHEREAS, the parties desire to avoid the time and expense and accompanying distraction of litigating this matter pending the review of the new application which determination is ultimately entrusted to the discretion of the Board of Trustees. Now, therefore, be it

RESOLVED, that the Village Attorney is hereby authorized to enter into a Stipulation of Settlement in the matter of PC 406 BPR, LLC and PC 999 High Street Corp. in the form annexed.

APPROVED AS TO FORM:

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

**ROLL CALL**

**AYES:**

**NOES:**

**ABSENT:**

**DATE:**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

----- x  
In the Matter of the Application of,

PC 406 BPR, L.L.C. and PC 999 HIGH STREET CORP.,

Petitioners/Plaintiffs,

For a Judgment pursuant to Article 78 of the CPLR and  
for Declaratory Judgment Relief,

- against -

THE VILLAGE OF PORT CHESTER and  
THE BOARD OF TRUSTEES OF THE VILLAGE OF  
PORT CHESTER,

Respondents/Defendants.  
----- x

:  
:  
: Index No. 13-2851  
:  
Assigned Judge:  
: Hon. Sam D. Walker  
:  
:

**STIPULATION  
OF SETTLEMENT**

**WHEREAS**, on or about July 16, 2013, Petitioners/Plaintiffs (“Plaintiffs”) commenced this action against Respondents/Defendants (“Defendants”), challenging on various grounds the zoning amendments adopted by Defendants on March 18, 2013 (the “Rezoning”), insofar as the Rezoning affects Plaintiffs’ properties in the Village of Port Chester (the “Village”), which properties measure approximately 15.4 acres, and are located at 406 Boston Post Road and 999 High Street (the “Property”); and

**WHEREAS**, the Property consists of the former United Hospital site and the adjacent residential apartment building; and

**WHEREAS**, under the Rezoning, the Property was rezoned from a Two-Family Residential District to a Planned Mixed Use District; and

**WHEREAS**, prior to the date hereof, Plaintiffs discontinued the First Cause of Action in the Verified Petition and Complaint, without prejudice to reinstate said First Cause of Action in Plaintiffs’ sole discretion at any time upon written notice to Defendants and the Court, pursuant to a Stipulation between the Parties dated August 16, 2013 (the “2013 Stipulation”); and

**WHEREAS**, on or about May 18, 2012, prior to Defendants' adoption of the Rezoning, Plaintiffs submitted to the Village an Application to Amend Chapter 345 (Zoning) of the Village Code in connection with the Property (the "BPR Application"); and

**WHEREAS**, in this action, Plaintiffs also sought relief requiring Defendants to process the BPR Application in good faith; and

**WHEREAS**, following the filing of this action, the Parties conducted discussions regarding a potential further rezoning of the Property to facilitate the prospective redevelopment thereof; and

**WHEREAS**, in furtherance of those discussions, on or about April 16, 2014, Plaintiffs submitted an Amended Application to the Village seeking, among other things, (i) a text amendment to the Village Zoning Code to create a Southern Gateway Mixed Use Overlay District (the "Overlay District") and/or to modify the existing PMU District, and (ii) a modification to the Village's Official Zoning Map to apply the Overlay District to the Property (collectively, the "2014 Rezoning Petition"); and

**WHEREAS**, the 2014 Rezoning Petition, if granted, would allow the redevelopment of the Property as a mixed-use project, including multi-family residential, age restricted residential, hotel, retail, restaurants, and offices, together with associated parking and open space (the "Proposed Project"); and

**WHEREAS**, more specifically, the Proposed Project would include approximately 500 market residential units, 230 age restricted residential units, 90,000 square feet of retail space, 138-room hotel, and between 100,000 and 200,000 square feet of market-based office space geared towards accommodating wellness and out-patient medical uses; and

**WHEREAS**, on or about April 21, 2014, Defendant Board of Trustees of the Village of Port Chester (the "Village Board") commenced the formal rezoning and environmental review

processes of the 2014 Rezoning Petition, including, declaring its intent to act as Lead Agency under the State Environmental Quality Review Act (“SEQRA”); and

**WHEREAS**, in an effort to resolve the disputes and claims presented in this action, the Parties are entering into the Stipulation of Settlement.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the Parties that:

1. Each of the Parties hereto has the power and the authority to enter into this Stipulation, and upon the full and final execution thereof by the Village Attorney pursuant to a duly adopted resolution of the Village Board, this Stipulation shall be submitted to the Hon. Sam D. Walker, Justice of the Supreme Court of the State of New York, Westchester County, for approval, and shall thereafter constitute an Order in this action.

2. In furtherance of the settlement of this action, the Village Board shall take all steps to process the 2014 Rezoning Petition diligently and in good faith, it being specifically understood and agreed by and between the Parties that a rezoning of the Property is subject to and conditioned upon the Village Board’s exercise of its legislative discretion, following compliance with SEQRA, Section 345-34 (Procedure for amendment) of the Village Code, and any other applicable laws.

3. All proceedings in this action are stayed. The stay will terminate upon whichever of the following occurs first:

- a. Fourteen (14) months from the date of the filing of the 2014 Zoning Petition if the Village Board has failed to make a determination with regard to a rezoning of the Property;

- b. An Article 78 proceeding challenging a rezoning of the Property is commenced within four months after the Village Board determines (if it exercises its discretion to do so) to rezone the Property; or
- c. The Village Board denies a rezoning of the Property.

4. If the Village Board approves a rezoning of the Property and no Article 78 proceeding is filed within four months of the rezoning, this litigation shall be discontinued with prejudice and without costs, disbursements or attorneys' fees for any party, and the Parties shall promptly file a Stipulation of Discontinuance with such terms with the Court.

5. The Parties by mutual agreement and for reasonable cause may extend the time period set forth in Paragraph 3(a).

6. The Supreme Court of the State of New York, by the Hon. Sam D. Walker, shall continue to exercise jurisdiction over this action for the purposes of periodic review to determine the progress of the within settlement, and to specifically enforce those provisions of this Stipulation which are capable of specific enforcement to the extent permitted by law, and of making such other or further order or judgment as it finds appropriate under the circumstances at the time of such application by any Party.

7. In the event that the stay is terminated as set forth in paragraph 3 above or in the event that final discontinuance of this action shall not have occurred within eighteen (18) months from the date of the filing of the 2014 Rezoning Petition, or any later date as may be agreed upon in writing by the Parties, then Plaintiffs shall have the right to apply to the Hon. Sam D. Walker to continue this action, in which case a Preliminary Conference shall be held with the Court to schedule the next proceedings in this action.

8. The 2013 Stipulation referenced above shall remain in full force and effect, provided, however, that if Plaintiffs reinstate the First Cause of Action, it shall be stayed as provided in Paragraph 3, above.

9. Notwithstanding any other provisions of this Stipulation, Plaintiffs hereby discontinue, with prejudice, the Sixth Cause of Action in the Verified Petition and Complaint, relating to the Village's processing of the BPR Application, which has been superseded by the 2014 Rezoning Petition and any termination of the stay shall not cause a reinstatement of the Sixth Cause of Action.

10. This Stipulation may not be amended or modified without the written consent of the Parties, in which event an Amended Stipulation of Settlement shall be signed by the Parties.

11. This Stipulation may be executed in counterpart and facsimile copies shall be deemed originals.

Dated: White Plains, New York  
May \_\_, 2014

ZARIN & STEINMETZ  
Attorneys for Petitioners/Plaintiffs  
81 Main Street, Suite 415  
White Plains, New York 10601  
(914) 682-7800

By: \_\_\_\_\_  
BRAD K. SCHWARTZ

Dated: Port Chester, New York  
May \_\_, 2014

VILLAGE ATTORNEY  
Attorneys for Respondents/Defendants  
Village Hall  
222 Grace Church Street  
Port Chester, New York 10573  
(914) 939-5208

By: \_\_\_\_\_  
ANTHONY M. CERRETO

This Stipulation of Settlement is “So Ordered” at Supreme Court of the State of New York, Westchester County, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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Hon. Sam D. Walker, J.S.C.



## VILLAGE OF PORT CHESTER

DEPARTMENT OF PLANNING & DEVELOPMENT

222 Grace Church Street, Rm. 202

Port Chester, NY 10573

(P) 914.937.6780

(F) 914.939-2733

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

---

To: Mayor Pagano and Board of Trustees

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

Re: Property Condition Assessment and Neighborhood Revitalization Strategies RFP

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

Date: May 14, 2014

Please find the enclosed Property Condition Assessment and Neighborhood Revitalization Strategies Request for Proposals (RFP) and resolution authorizing its release. The intent of the RFP is to solicit proposals from consultants to first collect baseline parcel-specific property condition data and subsequently identify viable neighborhood revitalization strategies such as loans, subsidies, grant funding, public/private partnerships, condemnation powers of the village etc. as a means to facilitate targeted economic rehabilitation/redevelopment opportunities.

I will be available at the Board's regularly scheduled May 19 meeting to give a brief overview of the RFP and answer any questions.

**AUTHORIZING RELEASE OF A REQUEST FOR PROPOSALS FOR  
PROPERTY CONDITION ASSESSMENT AND NEIGHBORHOOD  
REVITALIZATION STRATEGIES REPORT**

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

WHEREAS, the Board of Trustees (herein referred to as “Board”) has identified the need for a property condition assessment and neighborhood revitalization strategies report to identify areas of concern and opportunity within the Village; and

WHEREAS, such a study will assess and analyze existing building stock to identify health code violations, structural deficiencies, substandard, insanitary, or deteriorated conditions, tax delinquencies, judgment and mechanics liens, mortgage defaults, vacancy, abandonment, and zoning code violations; and

WHEREAS, data collected will lead to recommendations of how best to leverage the powers of the Port Chester Board of Trustees, Port Chester Industrial Development Agency (PCIDA), Port Chester Local Development Corporation (LDC), existing state and federal resources, loans, subsidies, grant funding, public/private partnerships, condemnation powers of the village etc. as a means to facilitate viable economic rehabilitation/redevelopment opportunities; and

WHEREAS, a Request for Proposals (“RFP”) has been prepared by the Village’s Director of Planning and Development and approved as to form by the Village Attorney for presentment to the Board that would solicit sealed proposals for planning consultant services in this regard. Now, therefore, be it

RESOLVED, that the Village Manager be and hereby is authorized to release a Request for Proposals (“RFP”) in the form annexed for consultant services with regard to property condition assessment and neighborhood revitalization strategies report.

Approved as to form:

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

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

*Tel (914) 995-2200  
Fax (914) 939-2733*

**Neil J. Pagano**  
*Mayor*

**VILLAGE OF PORT CHESTER BOARD OF TRUSTEES  
Village of Port Chester, Westchester County, New York**

**REQUEST FOR PROPOSALS**

**PROPERTY CONDITION ASSESSMENT AND NEIGHBORHOOD REVITALIZATION  
STRATEGIES REPORT**

**SECTION 1: GENERAL INFORMATION**

**Intent**

The Village of Port Chester Board of Trustees is seeking professional services from qualified consultants to prepare a property condition assessment and neighborhood revitalization strategies report for areas of concern and opportunity within in the Village. The consultant will assess and analyze existing buildings to identify building and health code violations, structural deficiencies, substandard, insanitary, or deteriorated conditions, tax delinquencies, judgment and mechanics liens, mortgage defaults, vacancy, abandonment, and zoning code violations. Data collected will lead to recommendations of a variety of viable neighborhood revitalization strategies such as property rehabilitation programs, infill development potential, brownfield redevelopment, selective demolition, condemnation/urban renewal as well as potential legal processes and funding sources for each. The consultant will report to Director of Planning and Development Christopher Gomez.

**Overview**

The Village of Port Chester is a vibrant and economically diverse community of approximately 30,000 residents located approximately 20 miles north of New York City. The Village has recently invested in and adopted a slew of proactive planning documents including a comprehensive plan and associated zoning amendments, local waterfront revitalization program, and housing and transportation studies that codify a community vision to stabilize and rehabilitate residential neighborhoods.

## Scope of Services

Pursuant to a Professional Services Agreement with the Port Chester Board of Trustees, the selected consultant will conduct a general neighborhood condition survey and utilize existing census and crime data to delineate specific **Areas of Rehabilitation/Redevelopment Opportunity (ARO)** within the village. Once specific areas are identified, the selected consultant will complete the following tasks for existing parcels located within each **ARO** and provide supportive data and recommendations in a narrative report format:

- Create a parcel-based database, indexed by Section, Block, Lot, identifying all existing building and health code violations, structural deficiencies, substandard, insanitary, or deteriorated conditions, tax delinquencies, judgment and mechanics liens, mortgage defaults, vacancy, abandonment, and zoning code violations. Existing structural integrity should be rated Good, Fair, Poor, or Deteriorated based on field reconnaissance, exterior observation, and generally accepted criteria for property condition assessment.
- Generate existing land use and thematic maps for each **Area of Rehabilitation/Redevelopment Opportunity** illustrating concentration and salient trends of attributes identified above.
- Utilize appropriate census geographies (census tract, block group or block) and parcel-based database to provide demographic tables and charts for each **Area of Rehabilitation/Redevelopment Opportunity** extrapolating population density, vacancy rate, age of housing stock, property condition, and crime rate relative to the Village and Westchester County as a whole.
- Based on all quantitative data collected, provide specific recommendations for each **Area of Rehabilitation/Redevelopment Opportunity (ARO)** to leverage the powers of the Port Chester Board of Trustees, Port Chester Industrial Development Agency (PCIDA), Port Chester Local Development Corporation (LDC), existing state and federal resources, loans, subsidies, grant funding, public/private partnerships, condemnation powers of the village etc. as a means to facilitate viable rehabilitation/redevelopment opportunities. Recommendations should provide short, medium, and long term neighborhood enhancement strategies aligned with the goals and objectives of the village comprehensive plan and local waterfront revitalization program.
- Provide detailed process and legal framework for implementation of recommended revitalization strategies.
- Attend, upon request, Port Chester Village Board of Trustees meetings and other public meetings to discuss work in progress or to present findings and recommendations on completed tasks.

## **Qualifications**

Consultants submitting qualifications must have a minimum experience of 10 years of experience in providing services to municipalities and have experience in dealing with urban revitalization strategies including property rehabilitation programs, selective demolition/infill development, blight studies and brownfield remediation.

The consultant must understand and have working familiarity with the operations of the New York State Building Code, New York State General Municipal Law Article 15, and NYS State Grant Consolidated Funding Grant Opportunities available through Regional Economic Development Councils.

## **Submittal Requirements**

Respondents shall submit the following:

1. A brief description of the entity submitting the proposal, including the full business name and type of organization (e.g., corporation, partnership, sole proprietorship), number of years in business, services provided, and the name, telephone number and e-mail address of the person the Village of Port Chester should contact if there are questions about the proposal or changes to the RFP.
2. Resumes for the primary individuals that will be committed to work with the Village of Port Chester, including their anticipated roles, relevant expertise, and any professional licenses or certifications.
3. Demonstration of firm's experiences including detailed descriptions of three (3) prior or current engagements that are similar in scope to the services requested in this RFP involving providing services to municipalities such as, property condition reports, GIS database management and analysis, blight studies, urban renewal plans. Please provide a reference for each client, including a name, telephone number and e-mail address.
4. A list of the firm's current clients and projects in Westchester County. Please comment on the possibility of a conflict of interest or appearance of impropriety being created if your firm is selected to work with the Village of Port Chester.
5. A description of any material litigation over the past three (3) years that involved the firm or any of its affiliates, a parent company, or any officer or principal.
6. Proof that the firm is presently licensed to conduct business in New York State, or statement that the firm will take the necessary steps to achieve such certification.
7. Representations of professional liability insurance in the amount identified below in Section 2 General Requirements.

8. A proposed fee, inclusive of all labor and expenses. It is not expected that travel or other incidentals will be incurred by the consultant and such expenses will be contained within its proposed retainer estimate. All assumptions must be stated clearly and describe the proposed invoicing process. Proposers are encouraged to include alternate compensation structures that take into account project-based compensation and/or transaction-based compensation that would offset fees.

The Village of Port Chester will not be liable for any costs incurred by any respondent in the preparation, submittal, presentation or revision of its submission; the Village of Port Chester will not be obligated to pay and will not pay any costs in connection with the preparation of such submissions. All submissions shall become the property of the Village of Port Chester and will not be returned.

### **Proposal Due Date**

Please send ten (10) printed copies of the proposal and an electronic version of the proposal on a CD or flash drive to the following address:

Village of Port Chester Office of Planning and Development  
Attention: Christopher Gomez, AICP, Director of Planning  
222 Grace Church Street, Room 202  
Port Chester, New York 10573  
Telephone: (914) 937-6780

Submissions must be mailed or delivered so as to be received at the address above no later than

**3:00 pm Eastern on Friday June 20, 2014.**

Proposals received after the deadline will not be accepted. It is the sole responsibility of the firm to assure that its proposal is received at the location specified by the due date and time.

Please do not telephone Village of Port Chester staff or visit the Village offices to discuss the RFP. Any questions regarding the RFP should be submitted to Constance Phillips, Planning Secretary by e-mail: [cphillips@PortChesterNY.com](mailto:cphillips@PortChesterNY.com) by no later than Wednesday June 11, 2014. Please put "Village of Port Chester Property Assessment Report RFP" in the e-mail subject line.

**SECTION 2: GENERAL REQUIREMENTS**

**Labor Laws**

The awarded firm will be required to comply with all applicable laws, including but not limited to labor laws, prevailing wage rates and workers compensation.

**Liability Requirements**

The selected consultant shall supply and maintain insurance which indemnifies and holds harmless the Village of Port Chester, its officers, employees and agents from and against any and all liability, damages, claims, demands, costs, judgments, fees, attorney’s fees or loss to the extent caused by negligent acts, errors or omissions by the consultant or by a third party under the direction or control of the consultant or third party under the direction or control of the consultant in an amount not less than \$1,000,000.

Certificates of insurance must be submitted to the Village Attorney and/or the Attorney for the Village of Port Chester for approval prior to the signing of the professional services agreement.

Other required insurances that must be furnished prior to commencement of work:

Workers Compensation	Statutory Requirements
New York State Disability Coverage	Statutory Requirements
General Liability/Property Damage	\$2,000,000 combined single limit
Automobile Liability	\$2,000,000 per occurrence

Insurance certificates shall name the Village of Port Chester as an Insured Party and shall be primary over any insurance held by the Village.

**New York Law and Venue**

This contract shall be construed under the laws of the State of New York. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this contract shall be brought in the Supreme Court of the State of New York, Westchester County. In addition, Village of Port Chester contractors which are not incorporated in the State of New York shall produce a Certificate to Do Business in the State of New York from the New York Secretary of State prior to executing their contract with the IDA.

**Proprietary Information**

The New York State Freedom of Information Law, Public Officers Law, Article 6, provides for public access to information. Public Officers Law, Section 87(d)(2) provides for exceptions to disclosure for records or portions thereof that are ‘trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise’. Information that the proposer wishes to have treated as proprietary and confidential

trade information should be identified and labeled “Confidential” or “Proprietary” on each page at the time of submittal. This information should include a written request to excerpt it from disclosure, including a written statement of the reasons why the information should be excerpted.

### **Evaluation & Right to Reject Proposals**

The primary criteria to be considered in evaluating the proposals will be:

- The completeness, clarity, and accuracy of the information requested.
- The expertise of the staff committed to work with the Village.
- The depth of the firm’s relevant experience.
- The competitiveness and cost efficacy of the proposal.

The Village of Port Chester reserves the right to interview some, none or all of the respondents, as it deems appropriate.

This RFP does not commit the Village of Port Chester to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP or to procure or contract for services. The Village intends to award a contract on the basis of the best interest and advantage and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers or to cancel this RFP in part or in its entirety, if it is in the best interest of the Village of Port Chester to do so.

This RFP and any contract or agreements resulting herein are subject to all applicable Federal, State and local laws, rules, regulations and executive orders.

### **Cancellation Clauses**

Any violation of the terms, conditions, requirements and/or non-performance of the agreement resulting from this RFP shall result in immediate cancellation. The agreement may be cancelled by the Village of Port Chester for any other reason(s) upon 30 days written notice.

**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

**ROLL CALL**

**AYES:**

**NOES:**

**ABSENT:**

**DATE:**

RESOLUTION  
RE-APPOINTMENT OF MEMBER TO WATERFRONT 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 BART A. DIDDEN, residing in Port Chester, New York, be  
and hereby is appointed as a full member of the Port Chester WATERFRONT  
COMMISSION; and

BE IT FURTHER RESOLVED, that BART A. DIDDEN be and hereby is  
appointed CHAIRMAN of the Port Chester WATERFRONT COMMISSION, effective  
immediately with said term to expire 12/02/2017.

APPROVED AS TO FORM:

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

**ROLL CALL**

**AYES:**

**NOES:**

**ABSENT:**

**DATE:**

**RESOLUTION  
RE-APPOINTMENT OF MEMBER TO WATERFRONT 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 JOHN HIENSCH, residing in Port Chester New York be and hereby is  
re-appointed as a full member of the Port Chester Waterfront Commission, effective  
immediately with said term expiring on 12/02/2014.

APPROVED AS TO FORM:

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

**ROLL CALL**

**AYES:**

**NOES:**

**ABSENT:**

**DATE:**

**RESOLUTION  
RE-APPOINTMENT OF MEMBER TO WATERFRONT 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 ALEXANDER B. LEONZI, residing in Port Chester New York be and  
hereby is re-appointed as a full member of the Port Chester Waterfront Commission,  
effective immediately with said term expiring on 12/02/2017.

APPROVED AS TO FORM:

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

**ROLL CALL**

**AYES:**

**NOES:**

**ABSENT:**

**DATE:**

**RESOLUTION  
RE-APPOINTMENT OF MEMBER TO WATERFRONT 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 MICHAEL O'CONNOR, residing in Port Chester New York be and  
hereby is re-appointed as a full member of the Port Chester Waterfront Commission,  
effective immediately with said term expiring on 12/02/2017.

APPROVED AS TO FORM:

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

**ROLL CALL**

**AYES:**

**NOES:**

**ABSENT:**

**DATE:**

RESOLUTION  
RE-APPOINTMENT OF MEMBER TO WATERFRONT 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 TAV PASSARELLI, residing in Port Chester New York be and hereby  
is re-appointed as a full member of the Port Chester Waterfront Commission, effective  
immediately with said term expiring on 12/02/2017.

APPROVED AS TO FORM:

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

**ROLL CALL**

**AYES:**

**NOES:**

**ABSENT:**

**DATE:**



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**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 which are subject to review and approval of the Board of Trustees.

The resolution sets forth these fees.

Note that the Village has secured the necessary assent of Westchester County to revise the fees for the use of the Columbus Park soccer facility.

Upon adoption, the fees will be codified in the Fee Schedule, Chapter 175, and Village Code.

**Proposed Action**

That the Board of Trustees adopt the Resolution

**RESOLUTION**  
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:**

**AUTHORIZING RENEWAL AGREEMENT WITH REGARD TO COURT  
INTERPRETER (SPANISH) SERVICES**

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

WHEREAS, Olga Hurtado, 170 Elm Street, New Rochelle, New York, has long provided contracted court interpreter services (Spanish) to the Port Chester Justice Court; and

WHEREAS, Ms. Hurtado has proposed a renewal of her agreement with the Village at no increase in rates of compensation; and

WHEREAS, the Police Court Justice and Assistant Police Court Justice have recommended such renewal. Now, therefore, be it

RESOLVED, that the Village Manager be authorized to execute an agreement with Olga Hurtado, 170 Elm Street, New Rochelle, New York, 10805 as Interpreter (Spanish) for the Justice Court for a term of one year, commencing on June 1, 2014 and ending on May 31, 2015, as provided in a proposal dated April 25, 2014 annexed hereto.

Approved as to Form:

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

## AGREEMENT

THIS AGREEMENT, made the \_\_\_\_ day of May 2014, by and between VILLAGE OF PORT CHESTER, (hereinafter referred to as "Village "), a municipal corporation with an office at 222 Grace Church Street, Port Chester, New York, and OLGA HURTADO (hereinafter referred to as "Contractor "), 170 Elm Street, New Rochelle, New York 10805.

WHEREAS, the Village of Port Chester is a municipal corporation responsible, under law, for the health and welfare of its residents, and

WHEREAS, there has been a shift in the population of the Village so that more and more of its residents are people who speak Spanish not as a second language, but as their only language, and

WHEREAS, as a result the Justice Court requires a court certified Spanish interpreter so that it can properly hear matters before it. Now, therefore, the parties do mutually agree as follows:

1. This is a contract for professional services.
2. The services to be provided will be Spanish translating and interpreting.
3. The services to the Justice Court will be provided on an "as- needed" basis for the Justice Court with compensation to be as follows: \$225 per day court session and \$150 per night court session.
4. The Contractor will make herself available to the Court on reasonable notice for pre-trial conferences and jury trials or other such additional proceedings available at a rate of \$225 per day.
5. The Contractor may not make any substitutions without reasonable notice and the prior consent of the Court Clerk and the presiding judge.
6. The Contractor shall also provide services to the Village Attorney for 50-h hearings and depositions in his defense of claims against the Village at the same daily rate.
7. This agreement shall be for a term commencing on June 1, 2014 and ending on the 31st day of May, 2015, subject, however, to the right of either party to terminate this agreement at any time on sixty (60) days written notice to the other at the address shown above.
8. In performing these services, it is mutually agreed and understood that the Contractor shall be and all times acting and performing same as independent contractor. Nothing in this agreement is intended to create an employer /employee relationship, or to allow

the Village to exercise control or direction over the manner or method by which the Contractor performs the services which are the subject of this agreement.

9. The Contractor agrees to defend and hold harmless the Village from any claims of negligence or wrongful act of the Contractor or substituted translator arising out of the performance of the services.

10. This agreement is personal to the Contractor and shall not be assigned.

11. This agreement is entire and shall not be altered or amended except by a writing signed by the parties hereto.

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Approved as to Form:

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

VILLAGE OF PORT CHESTER

By \_\_\_\_\_  
Christopher D. Steers,  
Village Manager

OLGA HURTADO

\_\_\_\_\_

**AUTHORIZING RENEWAL AGREEMENT WITH REGARD TO  
COURT REPORTER SERVICES**

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

WHEREAS, Gail Letizia, 16 Saxon Woods Park Drive, White Plains, New York 10605 has long provided contracted court reporter services to the Port Chester Justice Court; and

WHEREAS, Ms. Letizia has proposed a renewal of her agreement with the Village at no increase in rates of compensation; and

WHEREAS, the Police Court Justice and Assistant Police Court Justice recommends such renewal. Now, therefore, be it

RESOLVED, that the Village Manager be authorized to execute an agreement with Gail Letizia, 16 Saxon Woods Park Drive, White Plains, New York 10605, as Court Reporter for the Justice Court for a term commencing on June 1, 2014 and ending on May 31, 2015, compensation to be as provided in the fee proposal dated April 24, 2014, as follows: Monday, Thursday and Friday. \$225 per day (starting time 9:00 a.m. until 5:00 p.m.) any session running past 5:00 p.m. an additional \$50 per hour, and on Wednesday evenings Small Claims session at \$150.00 per night until 10:00 p.m. and any session past 10:00 p.m. an additional \$150.00.

Approved as to Form:

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

## AGREEMENT

THIS AGREEMENT, made the \_\_\_\_ day of May 2014 by and between VILLAGE OF PORT CHESTER, (hereinafter referred to as "Village "), a municipal corporation with an office at 222 Grace Church Street, Port Chester, New York, and GAIL LETIZIA, 16 Saxon Woods Park Drive, White Plains, New York 10605, (hereinafter referred to as "Contractor "), party of the second part.

### WITNESSETH:

WHEREAS, the Village requires the services of a court reporter for the Port Chester Village Justice Court; and

WHEREAS, the Contractor wishes to be retained in such capacity all on the following terms and conditions: Now, therefore, the parties do mutually agree as follows:

1. This is a contract for professional services.
2. The services will be provided on an "as needed" basis for the Justice Court with schedule and compensation to be as follows: Monday, Wednesday, Thursday and Friday, flat rate of \$225.00 per day; session starting at 9:00 a.m. until 5:00 p.m. After 5:00 p.m., an additional \$50/hour. Wednesday evenings, Small Claims Session — Flat rate of \$150.00; session starting at 7:00 p.m. until 10:00 p.m. Any session that is past 10:00 p.m. an additional flat rate of \$150.00 until conclusion of calendar.
3. The Contractor will make herself available to the Court on reasonable notice for pre-trial conferences and jury trials or other such additional proceedings at a flat rate of \$225 per day.
4. The Contractor may not make any substitutions without reasonable notice and the prior consent of the Court Clerk and the presiding judge.
5. This agreement shall be for a term commencing on June 1, 2014 and ending on the 31<sup>st</sup> day of May, 2015, subject, however, to the right of either party to terminate this agreement at any time on sixty (60) days written notice to the other at the address shown above.
6. In performing these services, it is mutually agreed and understood that the Contractor shall be and all times acting and performing same as an independent contractor. Nothing in this agreement is intended to create an employer /employee relationship, or to allow the Village exercise control or direction over the manner or method by which the Contractor performs the services which are the subject of this agreement.
7. The Contractor agrees to defend, hold harmless and indemnify the Village from any claims of negligence or wrongful act of the Contractor or substituted reporter arising out of the performance of the services.
8. This agreement is personal to the Contractor and shall not be assigned.

9. This agreement is entire and shall not be altered or amended except by a writing signed by the parties hereto.

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Approved as to Form:

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

VILLAGE OF PORT CHESTER

By \_\_\_\_\_  
Christopher D. Steers,  
Village Manager

\_\_\_\_\_  
GAIL LETIZIA



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

*Choose a Department*

**Village BOT Meeting Date:**

**Item Type:** *Choose an item.*

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

**Sponsor's Name:** *Select Sponsor's Name.*

<b>Heading Title</b> <i>(Will appear as indicated below on Agenda)</i>

<b>Summary</b>



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**Proposed Action**

*Select a Proposed Action*

**Attachments**

**RESOLUTION  
SENIOR NUTRITION TITLE III-B**

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

RESOLVED, that the Village Manager be and is authorized to enter into an agreement with the County of Westchester for the Older Americans Act and New York State Community Services for the Elderly Act, for Title III-B for \$24,670.00 to cover the programs provided by the Village of Port Chester for period covered January 1, 2014 through December 31, 2014.

APPROVED AS TO FORM:

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

**ROLL CALL**

**AYES:**

**NOES:**

**ABSENT:**

**DATE:**



Robert P. Astorino, Westchester County Executive

Mae Carpenter, Commissioner  
Department of Senior Programs and Services

April 16, 2014

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

**RE: Title III-B Transportation Services Contract, PY 2014**

Dear Mr. Steers:

Enclosed is one blank copy of the Transportation Services contract under Title III-B of the Older Americans Act for services to be provided by the Village of Port Chester. This contract when executed will extend the term of the original executed agreement for the program year January 1, 2013 through December 31, 2013 to January 1, 2014 through December 31, 2014. Federal funding for the program will be in an amount not to exceed \$13,747, with a Contractor match of \$9,553.

Please be aware that the Department may reduce the amount payable to its contractors if the New York State Office for the Aging reduces the Department's Federal and/or State funding, in which case you will be notified. Reimbursement will be made for actual services provided and entered in the Social Assistance Management System (SAMS).

Please complete the sections of the contract as follows:

**AGREEMENT:**

Fill in all relevant information in the spaces provided on pages 1, 2, 3, the Contractor's Acknowledgement and the Certificate of Authority and make a copy. Make sure that where signatures are required on both copies that they are original and in **BLUE INK** only. **Return two (2) originally signed agreements.**

**SCHEDULE B-1:**

Fill in the relevant information on each page, making sure that where signatures are required that they are original and in **(BLUE INK)** only. **Return one (1) originally signed Schedule B.**

**NOTE:** You must use the original Agreement and Schedule B-1 that we have provided. Scanned copies will be returned. We also suggest that you keep a copy of the contract for your records.

We are currently requiring most contractors to complete a monthly electronic report in SAMS and to mail in a paper copy of the report to the program liaison. The completed SAMS MONTHLY ELECTRONIC PAPER REPORT and/or other approved reporting measure must be signed by the staff member responsible for the report. Reports should be received by the program liaison no later than the tenth (10<sup>th</sup>) day of the following month. Contractors that are not required to enter their data electronically into SAMS have already been informed.

**Return two (2) originally signed contracts** to me at the address in the footer of the first page. Please refer to the “**Standard Insurance Provisions**” on pages 3 and 4 of the Schedule A in the original contract for detailed information regarding ALL required insurances. Contracts will be on hold pending receipt of any missing insurance form. Remember to list **Westchester County as an Additional Insured** on the Certificate of Liability Insurance.

Please direct program-related questions to your program liaison Meleita Jones at 914-813- 6420. You may also contact me at 914-813-6058 or via e-mail at [ssj3@westchestergov.com](mailto:ssj3@westchestergov.com) for questions pertaining to the processing of the contract.

Sincerely,



Sharon Johnson  
Program Administrator

Encl.

**FIRST AMENDMENT** made this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_ by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601

(hereinafter referred to as the "County")

and

\_\_\_\_\_ a corporation organized under the laws of the State of New York, having an office and principal place of business at \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the "Contractor")

**W I T N E S S E I H:**

**WHEREAS**, the County has been awarded a grant by the New York State Office for the Aging pursuant to Title III-B of the Older Americans Act to provide Nutrition Site Transportation and Supportive Services Transportation to elderly residents of the County; and

**WHEREAS**, the County and the Contractor entered into an agreement whereby the Contractor agreed to perform said services pursuant to Title III-B of the Older Americans Act for the period commencing on January 1, 2013 and terminating on December 31, 2013, with an option for the County to renew the agreement with the Contractor for up to five additional one-year periods (the "Agreement"); and

**WHEREAS**, the County and the Contractor desire to enter into this First Amendment to exercise the first of the five options to renew, to incorporate requirements of the New York State Office for the Aging ("NSOFA") regarding its revised Equal Access and Targeting Policy (12-PI-08), and to update the Recipient Characteristics Definitions set forth in Schedule "A" of the Agreement.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and agreements contained herein, the parties agree as follows:

1. The Agreement shall be extended for an additional one-year period commencing on January 1, 2014 and terminating on December 31, 2014.

2. The dollar amount payable to the Contractor during the term of this First Amendment shall be an amount not to exceed \$ \_\_\_\_\_ as detailed in Schedule B-1, attached hereto and made a part hereof, and replaces the Schedule B in the original Agreement.

3. The Agreement shall be further amended to add certain provisions required by NYSOFA in its revised Equal Access and Targeting Policy (12-PI-08) concerning equal access to services, non-discrimination and concentration of services on target populations as more fully set forth in Appendix "A", attached hereto and made a part hereof. As a material element of the Agreement, as hereby amended, the Contractor agrees to comply with all of the provision set forth in Appendix "A."

4. The Agreement shall be further amended to delete in its entirety the 2013 Recipient Characteristics Definitions contained in Schedule "A", page 6 of the Agreement and replacing them with the 2014 Recipient Characteristics Definitions attached hereto and made a part hereof as Appendix "B".

5. Except as otherwise provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment in duplicate.

**THE COUNTY OF WESTCHESTER**

By \_\_\_\_\_  
Mae Carpenter, Commissioner  
Department of Senior Programs and Services

**CONTRACTOR:**

By \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Title)

Approved by the Westchester County Board of Legislators pursuant to Act No. 148 – 2013.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 27<sup>th</sup> day of March, 2014.

Approved as to form and manner of execution:

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester



**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of  
(Title)  
the \_\_\_\_\_  
(the "Corporation")

a corporation duly organized and in good standing under the (Law under which organized, e.g.,  
the New York Business Corporation Law) named in the foregoing agreement; that

\_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the Corporation was, at the time of execution

\_\_\_\_\_  
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by  
authority of its Board of Directors, thereunto duly authorized and that such authority is in full force  
and effect at the date hereof.

\_\_\_\_\_  
(Signature)

STATE OF NEW YORK    )  
                  ss.:  
COUNTY OF WESTCHESTER)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2014 before me, the undersigned, a  
Notary Public in and for said State, personally appeared \_\_\_\_\_, personally  
known to me or proved to me on the basis of satisfactory evidence to be the individual whose name  
is subscribed to the within instrument and acknowledged to me that he/she executed the same in  
his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon  
behalf of which the individual acted, executed the instrument; and, acknowledged if operating under  
any trade name, that the certificate required by the New York State General Business Law Section  
130 has been filed as required therein.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgement

## APPENDIX "A"

### STANDARD TERMS AND CONDITIONS FOR AGING PROGRAMS AND SERVICE CONTRACTS

1) Statutes, Regulations, and Policies: The Contractor agrees that all its activities under this Contract shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging ("NYSOFA") that apply to such activities, including, but not limited to:

Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)

Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])

Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)

Older Americans Act

Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)

Federal Executive Order 11246, as Amended by Executive Order 11375

(Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)

Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination

Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)

Equal Access to Services and Targeting Policy (12-PI-08)

Elder Law

2) Targeting: The Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging ("AAA") for providing services to the above groups within the Planning and Service Area. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

3) Language Access: The Contractor shall inform persons with limited English proficiency ("LEP") of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP 3 persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

4) Conformance with AAA Area Plan: To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the Contractor.

5) The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

|

**APPENDIX "B"**

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
2014 PROGRAM YEAR**

**RECIPIENT CHARACTERISTIC DEFINITIONS**

1. **DISABLED**: "Any person who has a physical or mental impairment, which substantially limits one or more major life activities, has a record of such impairment or is regarded as having such impairment. This includes alcoholism and drug addiction."
2. **LOW INCOME**: "Any person whose income is at 150% of current poverty income guideline."
3. **POVERTY INCOME GUIDELINES**: Listed below are the 2014 Poverty Income Guidelines for your information.

<u>SIZE OF FAMILY</u>	<u>POVERTY INCOME GUIDELINES</u>	
	<u>100 %</u>	<u>150 %</u>
1	\$ 11,670	\$ 17,505
2	15,730	23,595
3	19,790	29,685
4	23,850	35,775

For each additional family member at 100%, add \$4,060

For each additional family member at 150%, add \$6,090.

(Source: Update of the HHS Poverty Guidelines --NY State Department of Health and Human Services, Federal Register/ Vol. 79, No.14/Wednesday, January 22, 2014)

4. **AT RISK**: "Those 60+ individuals who are at greatest risk of institutionalization and/or who indicate the greatest social or economic need."
5. **FRAIL**: "Generally refers to those elderly persons 75 or older."
6. **LIVE ALONE**: "Anyone who does not have other persons living in their household."
7. **VETERANS**: "Any person who has served in the armed forces."

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES**

**SCHEDULE B-1**

**APPLICATION FOR**

**TITLE III-B PROGRAMS**

**OF THE OLDER AMERICANS ACT OF 1965, AS AMENDED**

**SUBMITTED BY:**

\_\_\_\_\_ **(AGENCY/MUNICIPALITY)**

**PERIOD COVERED:**    **JANUARY 1, 2014 TO DECEMBER 31, 2014**

**REQUIRED ACTION:**    **SUBMIT ONE (1) COMPLETED COPY OF THIS APPLICATION TO THE WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES**

**ONE (1) COPY MUST BE MAINTAINED BY EACH OF THE INDIVIDUALS LISTED ON PAGE 2, ITEM NUMBER 8.**

**SEND TO:**

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
9 SOUTH FIRST AVENUE, 10TH FLOOR  
MT. VERNON, NEW YORK 10550-3414**

**SCHEDULE B-1**  
**TABLE OF CONTENTS**

	<b>PAGE</b>
Contractor Identification	1, 2, 2a*
Plan for Services using Standard Definitions for Services and Units of Service	3 - 5
Standard Assurances	6-12
Summary of Unit of Service and Recipient Target Information Targeting Appendix Targeting Plan for Group Programs Targeting and Equal Access Plan	13 (a-b) 13c(1-4) 14 (1-3) 15
<b>PLAN FOR SERVICES USING STANDARD DEFINITIONS</b> <i>Plan for Access Services (check only those that apply):**</i> <b><u>STANDARD UNIT COST REIMBURSEMENT</u></b> ( ) Nutrition Site Transportation ( ) Supportive Services Transportation ( ) Assistance ( ) Information <b><u>NEGOTIATED UNIT COST OR LINE ITEM BUDGET PROVIDERS</u></b> ( ) Other #1 (specify) _____ ( ) Other #2 (specify) _____	15a – 15c 16a – 16c 17a – 17b 18a – 18b  19a – 19d 20a – 20d
<b>NEGOTIATED UNIT COST OR LINE ITEM BUDGET PROVIDERS must complete the following pages:</b>  Sample Personnel Gross Unit Cost Worksheet Personnel Gross Unit Cost Worksheet Supporting Budget Schedule Budget Summary	21 21a 21b – 21e 21f
2014 Unit Cost Reimbursement Summary (all Contractors except Line Item Budget Providers)	22
Performance Summary Costs (all Contractors)	23
Job Descriptions (all Contractors) (Attach Job Description for Each Position Funded)	<b>24</b>
Additional Agreement Provisions Independent Consultant Criteria	25 26a - 26b

\* Pages marked with an asterisk require original signatures and dates.

\*\*Include pages only for the service(s) which is (are) being provided.

APPLICATION FOR TITLE III-B FUNDS  
UNDER THE OLDER AMERICANS ACT OF 1965, AS AMENDED

1. **Contractor Agency/Municipality:** \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_, New York, Zip Code: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_  
Person Submitting Application: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_  
-----  
Program Director: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Cell phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

2. **Program Period:** FROM: January 1, 2014 TO: December 31, 2014

3. **Type of Organization:** ( ) Public ( ) Private Not-for-Profit ( ) Minority Not-for-Profit

4. **Check One:** ( ) Program Currently Operating - Started in \_\_\_\_\_ year)  
( ) Program to Start On: \_\_\_\_\_

5. **Names of Municipalities to be Served:**(1) \_\_\_\_\_  
(2) \_\_\_\_\_ (3) \_\_\_\_\_

6. **Amount of Contract:**

a. Title III-B Federal Funds:	\$ _____
b. County Funds:	\$ _____
c. Contractor Match Funds:	\$ _____
d. Total Funds Above (Line 6a + 6b + 6c):	\$ _____
e. Participant Contributions:	\$ _____
f. Total Gross Amount (Line 6d + Line 6e):	\$ _____
g. Other Resources (not included in grant budget):	\$ _____

7. **Official Authorized to Receive Payments:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ New York, Zip Code: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_ Email Address: \_\_\_\_\_



**10. Terms and Conditions:** The undersigned agrees, with respect to any funds used for Programs described in this Application, to comply with all applicable Federal, State and Local laws not limited to and including the following:

- A. Title III of the Older Americans Act of 1965, as amended.
- B. Administration on Aging Rules and Regulations for Title III.
- C. New York State Office for the Aging Rules and Regulations for Title III.
- D. Article 15 of the Executive Law of New York State (Law against Discrimination).
- E. Governor's 1960 Code of Fair Practice.
- F. Title VI of the Civil Rights Act of 1964 and 1991.
- G. Standard Assurances included with this Application.
- H. Section 504 of the Rehabilitation Act of 1975.
- I. Governor's Executive Order #19 (Prevention of Sexual Harassment).
- J. Americans with Disabilities Act of 1990.
- K. Age Discrimination in Employment Act of 1975.
- L. New York State Elder Law.
- M. Section 296 of the Executive Law as amended in 1996.
- N. Federal Executive Order 13166

\_\_\_\_\_  
Signature of person on No. 7 or an authorized representative.  
**Use blue ink. "Per" signature not acceptable.**

\_\_\_\_\_  
Date

**PLEASE LEAVE BLANK - FOR DEPARTMENT OF SENIOR PROGRAMS AND SERVICES USE**

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Requested Revisions

\_\_\_\_\_  
Date Revisions Received

\_\_\_\_\_  
Date Requested Revisions

\_\_\_\_\_  
Date Revisions Received

\_\_\_\_\_  
Date Requested Revisions

\_\_\_\_\_  
Date Revisions Received

\_\_\_\_\_  
Dept. of Senior Programs and Services Representative

\_\_\_\_\_  
Date Approved

**STANDARD DEFINITIONS FOR SERVICES AND UNITS OF SERVICE**

**Crime Prevention and Safety Programs:**

**DEFINITION:** A program which provides elderly crime victims and potential crime victims with information designed to reduce the incidence and fear of crime.

**Unit: Each presentation**

**Victim Assistance Counseling:**

**DEFINITION:** A program which provides counseling services to elders victimized by crime. This service may include home visits and assessments; legal, medical and criminal justice system advocacy and accompaniment; safety planning, coordination and referrals to other appropriate services.

**Unit: Each individual counseling service**

**Assistance:**

**DEFINITION:** This category was once referred to as case assistance and now requires a NAPIS Registration form to obtain individual names and demographic information. The Contractor will expend some time linking the client to available services and opportunities and, to the maximum extent practicable, conducting adequate follow-up.

**Unit: One contact**

**Information:**

**DEFINITION:** Is provided on services available within communities to an individual either face to face, over the telephone or electronically. Internet web "hits" are to be counted only if information is requested and supplied.

**Unit: One contact**

**Legal Assistance:**

**DEFINITION:** Provision of legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.

**Unit: One hour of service**

**Elder Abuse Training:**

**DEFINITION:** Training programs may be delivered in one session or in a series; the duration may vary from an hour to a full day or longer and cover numerous topics regarding elder abuse. Examples of topics include elder abuse identification, prevention, neglect, fraud, and financial exploitation.

**Unit: 1 hour of staff time**

**Long Term Care Ombudsman:**

**DEFINITION:** Services provided by duly authorized patient advocates on behalf of people residing in long term care facilities and their families. Primary activities include identifying, investigating and resolving complaints, concerning resident care, quality of life and residents' rights. Identification of adverse issues and conditions affecting residents, promoting the development of resident and family councils, and ensuring residents have regular and timely access to ombudsman advocacy services.

**Unit: Each contact**

**Nutrition Site Transportation:**

**DEFINITION:** Services which are operated regularly each week over a prescribed route or on a demand/response basis, which transport older persons to and from congregate nutrition sites.

**Unit: Each one way trip per person**

**Supportive Services Transportation:**

**DEFINITION:** Services which are operated regularly each week over a prescribed route or on a demand/response basis, which transport older persons to and from needed community facilities and resources other than nutrition programs.

**Unit: Each one way trip per person**

**Volunteer Recruitment and Placement Services:**

**DEFINITION:** These services will recruit seniors over the age of 60 for volunteer work opportunities and assist them with placement at an appropriate work site in order to keep them active and make their communities more viable. Recruitment services include interviewing, placement and follow up services. These volunteer opportunities should meet identified community needs.

**Unit: One unduplicated volunteer to include both recruitment and first placement only**

**Volunteer Recognition:**

**DEFINITION:** The Contractor will publically recognize the contributions of its volunteers over the age of 60, who have been recruited and placed in a volunteer work site via a public event, personalized certificate of appreciation and informational or media event.

**Unit: Public recognition of volunteer service to the community (unduplicated recruitment and placement volunteers)**

**In-Home Contact and Support:**

**DEFINITION:** Services and activities designed to provide support to older people who are isolated because of physical and/or cognitive limitations. These services are not defined separately elsewhere in the standard definitions and may include but are not limited to:

1. **Friendly Visiting** – A social worker conducts outreach and completes a home visit assessment and supervises each match placement to nurture the relationship, provide ongoing case assistance to the homebound elderly population. A scheduled visit to an older person to provide socialization, recreation and the opportunity to observe and report the person's condition and circumstances. Social workers screen, train and oversee matches to ensure the safety of their volunteers and program participants.

**Unit: One contact**

**In-Home Contact and Support (continued):**

2. **Telephone Reassurance** (including automated systems) – Social workers train and screen volunteers and match them to homebound seniors who have been screened via home visit or telephone assessment. Regularly scheduled telephone contact with an older person with follow-up as necessary and appropriate.

**Unit: One contact**

3. **University Without Walls** – Activities organized and scheduled that involve frail, homebound, older persons in courses, workshops, other learning activities and satisfying use of free time.

**Unit: One group session**

**Guardianship Services:**

**DEFINITION:** Guardianship for incapacitated individuals 60 years old and older under Article 81 of the New York State Mental Hygiene Law.

This provides Guardianship services to incapacitated individuals 60 years of age and older who are likely to suffer harm due to their inability to manage their personal needs and/or financial affairs. Guardianship program provides the least restrictive interventions to ensure safety and security, and assist the incapacitated individuals in meeting their needs, while permitting the individuals to exercise the maximum level of independence and self-determination they can maintain.

Services provided by Guardianship include:

1. Initial comprehensive assessment to determine the wards needs wishes, functional abilities, and safety.
2. Development of care plan to include a combination of services to ensure the ward's needs, wishes, functional abilities and safety.
3. Implementation of the care plan that may include home care, adult day care, meals on wheels, medical care, etc., and a safe residential plan.
4. Monitoring health care and consenting to generally accepted major medical or dental treatment.
5. Marshalling of the ward's income and assets, budgeting and payment of the wards' bills by FSSY fiscal department.
6. Application for public or private benefits.
7. Making pre-need funeral arrangements.
8. Monitoring and re-assessment of the quality of care through visits and telephonic contact to ensure medical, social and psychological stability of the wards.
9. Preparation and submission of annual reports to the New York State Supreme Court with financial, social and medical progress of each ward.

**Unit: One hour of service**

**STANDARD ASSURANCES**

**Crime Prevention, Victims Assistance, Elder Abuse:**

1. The Contractor has a system in place for targeting older individuals with the greatest economic or social need, including the isolated homebound elderly and elderly with limited English proficiency.
2. The Contractor has established a system to identify potential service recipients and to inform them of the availability of the services.
3. The Contractor has established and maintains a system to determine client need/eligibility for the service.
4. The Contractor ensures that the service is accessible and available to the elderly.
5. The Contractor ensures that an adequate number of staff/volunteers are available to provide the services.
6. The Contractor has written guidelines for determining whether the client is appropriate for the agency.
7. The Contractor has a system in place if a client cannot be helped by the agency but needs other services.
8. The Contractor has a system in place for referral to other agencies or programs if confronted with emergency needs of client.
9. The decision to accept a client is made by more than one staff member.
10. The Contractor keeps accurate records of why applicants are rejected.
11. Indicate how the Contractor's program goals and priorities have changed in major way(s) within the past year.
12. The Contractor has a system in place for supervising staff and providing ongoing training and will ensure that staff/volunteers are adequately trained.
13. The Contractor's supervisory staff includes trained social workers.
14. Client satisfaction is measured annually.
15. The Contractor's caseloads are monitored.
16. There is a system in place to handle formal grievances of clients.
17. The Contractor uses and maintains standardized forms or reporting and data collection.

**Information and Assistance:**

**Standard:** In performing the services, the Contractor will also be required to:

1. Have a system for targeting older individuals with the greatest economic or social need, isolated homebound elderly, and those with limited English proficiency.
2. Have written guidelines for determining whether the Contractor can help each prospective client.
3. Have a system for handling a client who cannot be helped by the selected Contractor but needs other services.
4. Have a system for determining whether to accept a prospective client, which involves a decision made by more than one employee.
5. Keep accurate records of why clients are rejected.
6. Have trained social workers among the Contractor's supervisory staff.
7. Regularly and properly monitor its caseloads.
8. Measure client satisfaction annually.
9. Provide a procedure for handling formal grievances of clients and rejected prospective clients.
10. Use standardized forms or reporting and data collection.
11. Have a system in place for referral to other agencies or programs in circumstances where the Contractor cannot handle the emergency needs of a client.
12. Report to the County statistical information and submit to the County supporting documentation concerning the services provided, upon request and/or at regular intervals, based on directions from the County. Such documentation will include, but not be limited to, invoices for all purchases; payroll time records; documentation concerning the Contractor's match, if applicable; municipal payment vouchers, if the Contractor is a governmental agency, or canceled checks, if the contractor is a private agency as required.

The Contractor will be required to provide whatever information and documentation is required, in whatever form required, in order for the County and the Contractor to comply with any and all applicable federal, state, or local reporting, auditing, or related requirements. Without limiting foregoing, the Contractor will be required to submit monthly reports on service delivery information and client demographic data through the County Department of Senior Programs and Services' web-based system, which meets the National Aging Program Information System (NAPIS) requirement. (Contractors will be notified if they are exempt from submitting reports electronically.) Reports for the prior month will be required to be completed and received by the County no later than the tenth (10th) day of the following month and/or entered on the website at the same time.

**STANDARD ASSURANCES**

**Legal Assistance Services:**

1. The Contractor has a system in place for targeting older individuals with the greatest economic or social need.
2. The Contractor has written guidelines for determining whether the case is appropriate for the agency.
3. The Contractor has a system in place if a client cannot be helped by the agency but needs an attorney.
4. The decision to accept a client is participated in by more than one staff member.
5. The Contractor keeps accurate records of why applicants are rejected.
6. The Contractor's staff, who conduct the initial substantive interview, is sufficiently trained to obtain the necessary information about the problem.
7. The Contractor offers one-to-one consultations with an attorney for clients; and/or one-to-one consultation with a paralegal; and/or legal representation; and/or legal advice and referral for clients.
8. The Contractor has a system in place to determine whether clients have problems of which they are unaware.
9. The Contractor's program goals and priorities have changed in major way(s) within the past year.
10. The Contractor's staff has expertise in areas of law affecting the elderly, such as public benefits, landlord tenant issues, institutionalization and alternatives to same.
11. The Contractor's program has a caseload limit for each attorney.
12. The Contractor's program has criteria in place for clients to switch attorneys by choice.
13. The Contractor's caseloads are monitored.
14. The Contractor has a system in place for a supervising attorney to analyze the quality of work performed.
15. The program can handle claims against one of its funding sources, such as a city, county or Administration on Aging.
16. Client satisfaction is measured.
17. There is a system in place to handle formal grievances of clients.
18. Clients are regularly notified of case status and given an opportunity to comment.
19. The program has, or has easy access to, all research materials necessary to perform the substantive work of the program.

**STANDARD ASSURANCES**

**Legal Assistance Services (cont'd):**

20. The program uses standardized forms or model pleadings and/or procedures in certain cases.
21. The Contractor has a system in place for referral to other agencies or programs if confronted with emergency needs of client.
22. The Contractor has a system in place to assist homebound, isolated and institutionalized persons.
23. Outreach techniques are used to assure that clients in greatest need are encouraged to use contractor's service(s).
24. The Contractor's office is convenient and accessible to the elderly.
25. The Contractor provides in-service training for Area Agency on Aging staff and others, as requested by the Area Agency on Aging.
26. The Contractor provides legal assistance in fee generating cases. If yes, under what circumstances?
27. The Contractor notifies clients, in writing, of their opportunity to contribute to the cost of the service.
28. The Contractor offers clients the opportunity to provide comments in an anonymous manner on service(s) received.
29. The Contractor provides services to empower the elderly.
30. The Contractor advocates for changes of benefits to the elderly.
31. Printed materials, using funds from the Area Agency on Aging, give appropriate credit to the funding source.
32. The Contractor provides services on a cost effective basis.
33. The Contractor has a system in place to protect client confidentiality.
34. The Contractor's reports are submitted in a timely manner.
35. The Contractor's reports are accurate.
36. The Contractor is providing units of service within 90% of projections.
37. Clients records are up-to-date, readable and comprehensive.
38. The Contractor has a system in place to improve elder access to the legal system by expanding available resources and exploring new methods for providing services.
39. The Contractor's staff has specialized training to help clients who are victims of financial abuse.

**STANDARD ASSURANCES**

**Legal Assistance Services (cont'd):**

40. The Contractor has a system set up to handle predatory lending practices aimed at clients that involves prevention and intervention.
41. The Contractor has developed volunteer or reduced fee programs to supplement existing services for clients who have suffered elder abuse.
42. The Contractor has partnered with other organizations and advocates to reach out to limited and non-English speaking clients who are victims of elder abuse.
43. The Contractor supports legislation that protects elderly and vulnerable adults.
44. All attorneys providing services must be admitted to practice in the State of New York and be in good standing.
45. The Contractor maintains an unduplicated billing system so that an unduplicated client count can be reported. In addition the system should be able to identify each unit of legal assistance by category by client (i.e. tenant evictions, abuse cases, home health care denials, Medicaid/Medicare issues, financial exploitation, etc.).

**Long Term Care Ombudsman Program:**

1. Contractor ensures that the provision of Long Term Care Ombudsman Program services are in accordance with applicable plans, applications, statutes and regulations.
2. Contractor ensures that the service is accessible and available to the elderly.
3. Contractor ensures that staff and volunteers are adequately trained to provide the service.
4. Contractor ensures an adequate number of staff/volunteers are available to provide services.
5. Contractor maintains appropriate records and reports, such as client eligibility forms and logs.

**Transportation:**

**Standard:** Transportation services coordinated and/or funded by the Area Agency provide eligible older persons with transportation to needed programs and services. The Contractor:

1. Maintains a client intake and reservation mechanism in place to document provision of the service.
2. Specifies how the transportation service needs of low-income minority individuals in the area are satisfied by the provider.

**STANDARD ASSURANCES**

**Transportation (cont'd):**

3. Attempts to provide services to low-income minority individuals in at least the same proportion as the population of low-income minority older individuals bears to the population of older individuals of the area served by the provider.
4. Ensures that all vehicles are equipped with:
  - a. first aid kit
  - b. fire extinguishers
  - c. seat belts
  - d. flares or reflective safety aids (triangles)
  - e. safety step
  - f. wheel chair tie down and safety belts when appropriate
  - g. two-way communicator: radio or cell-phone
5. Will carry insurance coverage in accordance with Schedule "A".
6. Has regularly scheduled vehicle safety and maintenance inspections.
7. Utilize drivers who have appropriate licenses.
8. The Contractor documents training of transportation providers.
9. Ensures transportation is accessible to disabled older persons; i.e., use of wheelchair lift equipped vehicles.
10. Conducts annual evaluations to determine client satisfaction and unmet needs.
11. Ensures provision is made for escort services when practicable.
12. Maintains the following documents for periodic review: logs, client intake cards, vehicle usage, description of routes, insurance documents, safety and inspection reports.
13. Works with other transportation providers to ensure a coordinated and cost effective system, expand services to increase sensitivity to the needs of older persons and improve their overall access to transportation services.
14. Ensures that grant funds are not used to transport clients who are eligible for other available services.

**Volunteer Recruitment, Placement and Recognition:**

1. The Contractor has written guidelines for determining whether the volunteer is appropriate for the agency.
2. The Contractor has a system in place to assist a volunteer who has not been placed by the agency for an extended period of time (i.e. one year).
3. The Contractor keeps accurate records of why applicants are rejected.

**STANDARD ASSURANCES**

**Volunteer Recruitment, Placement and Recognition (Cont'd):**

4. Indicate how the Contractor's program goals and priorities have changed in major way(s) within the past year.
5. The Contractor's supervisory staff includes trained volunteer recruitment and retention specialists.
6. The Contractor's volunteer placements are monitored.
7. The Contractor has a system in place to measure volunteer and placement site satisfaction.
8. There is a system in place to handle formal grievances of volunteers.
9. The Contractor uses standardized forms for reporting and data collection.
10. The Contractor has a system in place for referral to other agencies or programs if confronted with emergency needs of a volunteer.

**In-Home Contact and Support:**

1. The Contractor shall establish system to identify potential service recipients and to inform them of the availability of the service.
2. The Contractor has developed a system to refer clients to other services when necessary.
3. The Contractor maintains appropriate records and reports to confirm program activities.
4. Client records are readable, up-to-date and comprehensive.
5. Intake interview and all information about client are kept confidential.
6. Staff follows up with client until case is closed.
7. Staff and supervisors have appropriate training and experience.
8. Materials printed give appropriate credit to AAA, State and Federal government.
9. The Contractor shall establish and maintain a system to determine client need/eligibility for the service.
10. The Contractor assures that the service is accessible and available to the elderly.

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

TITLE IIIB PROGRAMS 2014

INDICATE ( ) MUNICIPALITY \_\_\_\_\_

( ) COUNTYWIDE \_\_\_\_\_

( ) REGIONAL \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ONE PG. PER SERVICE: \_\_\_\_\_

SUMMARY OF UNITS OF SERVICE AND RECIPIENT TARGET INFORMATION

	(1)	(1A)	(1B)	(2)	CHARACTERISTIC					NUMBER OF TOTAL MINORITY (COLUMN 13)						
					(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
TITLE III B SERVICES	TOTAL UNITS OF SERVICE	Total # of Per Person Trips	Total # of Per Person Contacts	# of 60+ ELDERLY UNDUPLICATED	LOW INCOME	FRAIL/ DISABLED	AGED 75+	AGED 85+	LIVING ALONE	LOW INCOME MINORITY	NATIVE AMERICAN/ ALASKAN	ASIAN PAC ISL.	BLACK - NOT OF HISPANIC ORIGIN	HISPANIC/ LATINO	Total Minority Pop. Cols.9-12	LTD ENG. PROF.
1. # of Elderly County-Wide BY Characteristic				192,309	19,709	41,028	69,302	22,581	40,573	7,878	293	5,866	20,315	12,878	39,352	10,977
2. % Of Elderly County-Wide BY Characteristic				100%	10.25%	21.33%	36.04%	11.74%	21.10%	4.10%	0.15%	3.05%	10.56%	6.70%	20.46%	5.71%
3. County-Wide Minimum Targeting Objectives according to NYSOFA				12,411	3,562	5,784	6,786	2,947	6,071	1,907	23	271	2,023	1,174		1,304
4. County-wide Minimum Targeting % compared to Total Pop				6%	18%	14%	10%	13%	15%	24%	8%	5%	10%	9%		12%
5. # of Countywide, Regional or Municipal Elderly BY Characteristic	List Municipality (ies) Contractor will serve															
6. % of County wide, Regional or Municipal Elderly BY Characteristic compared to Total Pop.				0%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
7. # of County-wide, Regional or Municipal targeted Elderly to be Served BY Characteristic				0	0	0	0	0	0	0	0	0	0	0		
8. # of elderly Subcontractor is projecting to serve BY Characteristic																
9. % of Targeted Population on Line 7, Subcontractor is projecting to serve				#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

Please find DETAILED instructions for completion on next page LINE ITEM INSTRUCTIONS

**DETAILED LINE ITEM INSTRUCTIONS FOR COMPLETING PAGE 13:**

**SUMMARY OF UNITS OF SERVICE AND RECIPIENT TARGET INFORMATION**

- Lines 1 through 4 have been completed by DSPS
- Contractor should complete Lines 5 and 8
- Line 6, 7 and 9 will automatically calculate when Contractors input data on Lines 5 and 8 (Using Excel Program)
- If you do NOT have Excel, please use the formulas below to compute Lines 6, 7 and 9
- Contractors should use the Targeting Appendix on pages 13c (Pages 1-4) for Line 5
- An example of a completed page 13 has been provided for you on page 13b. Please refer to it for guidance

***Please do not hesitate to call your program liaison  
if you should need additional assistance with completing page 13***

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**1. # of Elderly Countywide:**

# of 60+ population/ BY characteristic in Westchester County according to Census 2000

**2. % of Elderly Countywide:**

% of 60+ population/BY characteristic in Westchester County according to Census 2000

**3. Countywide Minimum Targeting Objectives according to NYSOFA:**

Minimum targeting objectives BY characteristics according to the New York State Office for the Aging

**4. Countywide Minimum Targeting Objectives % of Total population:**

Percentage of minimum targeted objectives compared to total population BY characteristic  
*Lines 3 divided by Line 1*

**5. # of Countywide, Regional or Municipal Elderly BY population Characteristic:**

Please use Targeting Appendix Form for this line - if you are serving one municipality use the appropriate municipal data BY characteristic for that municipality - if you are serving more than one municipality, you will need to add appropriate data for each, and insert totals on this line. The same method should be used if you are serving a region, add all municipal data for that region by characteristic. If your service is County-wide use County-wide data on Line #1

**6. % of County wide, Regional or Municipal Elderly BY Characteristic against total population Characteristic:**

Percentage of population in service areas BY characteristic compared to total population BY characteristic  
*Line 5 divided by Line 1. If County-wide use data on Line #2*

**7. #of Countywide, Regional or Municipal targeted Elderly to be served BY Characteristic - at 100%:**

Targeting potential by characteristic: *Line 3 X Line 6*

**8 # of Elderly Subcontractor is projecting to serve BY Characteristic:**

Contractor should insert # you expect to serve based upon budget capacity with acceptable units and per person costs

**9. % of the Targeted Population BY characteristic, Contractor is projecting to serve:**

*Line 8 divided by Line 7.* This indicator shows how much of the targeted population Contractor is projected to serve in proportion to the number of target elderly residing in the municipality to be served. Of course, budget determines service capacity.

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES  
 TITLE IIIB PROGRAMS 2014

INDICATE ( ) MUNICIPALITY \_\_\_\_\_  
 ( ) COUNTYWIDE \_\_\_\_\_  
 ( ) REGIONAL \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ONE PG. PER SERVICE: \_\_\_\_\_

SUMMARY OF UNITS OF SERVICE AND RECIPIENT TARGET INFORMATION

	(1)	(1A)	(1B)	(2)	CHARACTERISTIC					NUMBER OF TOTAL MINORITY (COLUMN 13)						
					(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
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5. # of Countywide, Regional or Municipal Elderly BY Characteristic	List Municipality (ies) Contractor will serve			25,873	5,036	7,008	13,414	3,220	7,076	2,809	27	415	8,285	1,473	10,200	1,125
6. %of County wide, Regional or Municipal Elderly BY Characteristic compared to Total Pop.				13%	25.55%	17.08%	19.36%	14.26%	17.44%	35.66%	9.22%	7.07%	40.78%	11.44%		
7. #of County-wide, Regional or Municipal targeted Elderly to be Served BY Characteristic				1,670	910	988	1,313	420	1,059	680	2	19	825	134		
8. #of elderly Subcontractor is projecting to serve BY Characteristic				811	434	517	213	115	251	423	0	0	333	56		
9. % of Targeted Population on Line 7 , Subcontractor is projecting to serve				48.57%	47.68%	52.33%	16.22%	27.37%	23.71%	62.21%	0.00%	0.00%	40.36%	41.70%		

**WESTCHESTER COUNTY TARGETING APPENDIX**

	1	2	2a	3	4	5	6	7	8	9	10
	60 +	Municipality %	Live Alone	Low Income 60+	Municipality %	Aged 75+	Municipality %	Aged 85+	Municipality %	Fraill/ Disabled 60+	Municipality %
<b>Municipality</b>	<b>192,309</b>		<b>40,573</b>	<b>19,709</b>		<b>69,302</b>		<b>22,581</b>		<b>41,028</b>	
Ardsey	1,106	0.58%	96	26	2.35%	512	46.29%	170	15.37%	242	21.88%
Bedford	3,108	1.62%	539	138	4.44%	960	30.89%	251	8.08%	651	20.95%
Briarcliff Manor	1,659	0.86%	299	225	13.56%	729	43.94%	206	12.42%	365	22.00%
Bronxville	1,099	0.57%	363	16	1.46%	494	44.95%	114	10.37%	265	24.11%
Buchanan	430	0.22%	71	0	0.00%	173	40.23%	48	11.16%	93	21.63%
Cortlandt	6,901	3.59%	990	517	7.49%	1,520	22.03%	851	12.33%	1,455	21.08%
Croton-on-Hudson	1,641	0.85%	235	105	6.40%	694	42.29%	209	12.74%	349	21.27%
Dobbs Ferry	2,203	1.15%	420	25	1.13%	1052	47.75%	380	17.25%	498	22.61%
Eastchester	4,674	2.43%	1,268	295	6.31%	1,842	39.41%	626	13.39%	1,100	23.53%
Elmsford	699	0.36%	196	71	10.16%	288	41.20%	71	10.16%	153	21.89%
Greenburgh	11,067	5.75%	1,475	541	4.89%	2,998	27.09%	1,158	10.46%	2,248	20.31%
Harrison	4,761	2.48%	731	279	5.86%	1,818	38.19%	539	11.32%	1,061	22.29%
Hasting-on-Hudson	1,903	0.99%	448	85	4.47%	879	46.19%	306	16.08%	409	21.49%
Irvington	1,422	0.74%	238	75	5.27%	543	38.19%	125	8.79%	291	20.46%
Larchmont	1,020	0.53%	264	0	0.00%	411	40.29%	86	8.43%	222	21.76%
Lewisboro	2,290	1.19%	174	64	2.79%	543	23.71%	122	5.33%	433	18.91%
Mamaroneck	2,487	1.29%	365	228	9.17%	667	26.82%	145	5.83%	547	21.99%
Mamaroneck (V)	3,729	1.94%	742	167	4.48%	1,231	53.76%	605	16.22%	462	12.39%
Mount Kisco	2,002	1.04%	399	288	14.39%	716	28.79%	218	10.89%	439	21.93%

WESTCHESTER COUNTY TARGETING APPENDIX

	1	2	2a	3	4	5	6	7	8	9	10
	60 +	Municipality %	Live Alone 40,573	Low Income 60+	Municipality %	Aged 75+	Municipality %	Aged 85+	Municipality %	Frail/ Disabled 60+	Municipality %
Municipality	192,309			19,709		69,302		22,581		41,028	
Mount Pleasant	4,847	2.52%	563	89	1.84%	1,672	44.84%	369	7.61%	945	19.50%
Mount Vernon	12,970	6.74%	3,988	2,023	15.60%	4,421	34.09%	1,558	12.01%	3,301	25.45%
New Castle	3,087	1.61%	265	23	0.75%	810	26.24%	201	6.51%	601	19.47%
New Rochelle	15,792	8.21%	3,088	2,183	13.82%	6,202	39.27%	2,091	13.24%	3,301	20.90%
North Castle	2,228	1.16%	257	122	5.48%	651	29.22%	167	7.50%	471	21.14%
North Salem	1272	0.66%	301	54	4.25%	474	37.26%	239	18.79%	274	21.54%
Ossining (T)	1,719	0.89%	109	823	47.88%	897	52.18%	410	23.85%	330	19.20%
Ossining (V)	3,601	1.87%	1,168	385	10.69%	1,232	34.21%	357	9.91%	786	21.83%
Peekskill	4,053	2.11%	1,291	579	14.29%	1,425	35.16%	465	11.47%	838	20.68%
Pelham Manor	1,108	0.58%	224	31	2.80%	432	38.99%	93	8.39%	230	20.76%
Pleasantville	1,322	0.69%	267	61	4.61%	552	41.75%	141	10.67%	279	21.10%
Port Chester	4,232	2.20%	1,532	633	14.96%	1,880	44.42%	514	12.15%	927	21.90%
Pound Ridge	1187	0.62%	89	19	1.60%	384	32.35%	67	5.64%	217	18.28%
Rye	3,077	1.60%	629	288	9.36%	1,212	39.39%	546	17.74%	343	11.15%
Rye Brook	2,389	1.24%	450	60	2.51%	1213	50.77%	422	17.66%	323	13.52%
Scarsdale	3,342	1.74%	555	119	3.56%	1,255	37.55%	311	9.31%	1005	30.07%
Sleepy Hollow	1,700	0.88%	397	216	12.71%	811	47.71%	251	14.76%	361	21.24%
Somers	5,939	3.09%	1,177	386	6.50%	2,534	42.67%	766	12.90%	1,378	23.20%
Tarrytown	2,327	1.21%	657	156	6.70%	870	37.39%	230	9.88%	494	21.23%
Tuckahoe	1,322	0.69%	292	147	11.12%	625	47.28%	186	14.07%	299	22.62%
White Plains	11,916	6.20%	2,960	1,443	12.11%	4,309	36.16%	1,328	11.14%	2,610	21.90%
Yonkers	39,590	20.59%	8,878	6,112	15.44%	14,594	36.86%	4,582	11.57%	8,437	21.31%
Yorktown	7,951	4.13%	1,843	588	7.40%	2,340	29.43%	937	11.78%	1,755	22.07%

WESTCHESTER COUNTY TARGETING APPENDIX

	11	12	13	14	15	16	17	18	19	20	21	22	23
	Total Minority 60+	Municipality %	Total low-income Minority 7,878	Native Amer Alaskan 60+ 293	Municipality %	Asian/Pacific Islanders 60+ 5,866	Municipality %	Black 60+ 20,315	Municipality %	Hispanic/Latino 60+ 12,878	Municipality %	Limited English Proficiency 60+ 10,977	Municipality %
Municipality	39,352												
Ardsley	71	6.42%	4	0	0.00%	0	0.00%	39	3.53%	32	2.89%	59	5.33%
Bedford	148	4.76%	14	0	0.00%	0	0.00%	85	2.73%	63	2.03%	89	2.86%
Briarcliff Manor	190	5.42%	4	0	0.00%	42	2.53%	23	1.39%	25	1.51%	35	2.11%
Bronxville	67	6.10%	0	0	0.00%	36	3.28%	5	0.45%	26	2.37%	0	0.00%
Buchanan	8	1.86%	0	0	0.00%	0	0.00%	4	0.93%	4	0.93%	0	0.00%
Cortlandt	615	8.91%	39	0	0.00%	173	2.51%	276	4.00%	166	2.41%	157	2.28%
Croton-on-Hudson	92	5.61%	0	0	0.00%	14	0.85%	37	2.25%	41	2.50%	39	2.38%
Dobbs Ferry	279	12.66%	40	4	0.18%	45	2.04%	62	2.81%	168	7.63%	73	3.31%
Eastchester	472	35.00%	0	0	0.00%	317	6.78%	35	0.75%	120	2.57%	269	5.76%
Elmsford	310	44.35%	44	0	0.00%	58	8.30%	172	24.61%	80	11.44%	57	8.15%
Greenburgh	2989	27.01%	409	9	0.08%	503	4.55%	1,622	14.66%	855	7.73%	300	2.71%
Harrison	229	4.81%	30	0	0.00%	144	3.02%	35	0.74%	50	1.05%	170	3.57%
Hastings-on-Hudson	107	5.62%	9	0	0.00%	0	0.00%	40	2.10%	67	3.52%	56	2.94%
Irvington	31	2.18%	0	0	0.00%	12	0.84%	9	0.63%	10	0.70%	7	0.49%
Larchmont	48	4.71%	15	0	0.00%	0	0.00%	11	1.08%	37	3.63%	0	0.00%
Lewisboro	114	4.98%	24	0	0.00%	70	3.06%	31	1.35%	13	0.57%	52	2.27%
Mamaroneck	187	7.52%	163	0	0.00%	62	2.49%	37	1.49%	88	3.54%	167	6.71%
Mamaroneck (V)	496	13.30%	134	0	0.00%	127	3.41%	188	5.04%	181	4.85%	167	4.48%
Mount Kisco	268	13.39%	68	0	0.00%	47	2.35%	101	5.04%	120	5.99%	271	13.54%

WESTCHESTER COUNTY TARGETING APPENDIX

Municipality	11 Total Minority 60+	12 Municipality %	13 Total low- Income Minority 7,878	14 Native Amer Alaskan 60+	15 Municipality %	16 Asian/ Pacific Islanders 60+	17 Municipality %	18 Black 60+	19 Municipality %	20 Hispanic/ Latino 60+	21 Municipality %	22 Limited English Proficiency 60+	23 Municipality %
Mount Pleasant	428	8.83%	95	0	0.00%	99	2.04%	122	2.52%	207	4.27%	296	6.11%
Mount Vernon	7502	57.84%	1,796	40	0.31%	200	1.54%	6,705	51.70%	557	4.29%	584	4.50%
New Castle	201	6.51%	24	0	0.00%	129	4.18%	37	1.20%	35	1.13%	66	2.14%
New Rochelle	3965	25.11%	1,013	17	0.11%	438	2.77%	2,610	16.53%	900	5.70%	735	4.65%
North Castle	89	3.99%	19	0	0.00%	25	1.12%	26	1.17%	38	1.71%	0	0.00%
North Salem	36	2.83%	0	0	0.00%	0	0.00%	11	0.86%	25	1.97%	58	4.56%
Ossining (T)	344	20.01%	194	23	1.34%	170	9.89%	62	3.61%	89	5.18%	214	12.45%
Ossining (V)	969	26.91%	169	25	0.69%	75	2.08%	567	15.75%	302	8.39%	150	4.17%
Peekskill	927	22.87%	194	0	0.00%	71	1.75%	563	13.89%	293	7.23%	196	4.84%
Pelham Manor	80	7.22%	0	18	1.62%	15	1.35%	22	1.99%	25	2.26%	48	4.33%
Pleasantville	71	5.37%	0	0	0.00%	0	0.00%	12	0.91%	59	4.46%	53	4.01%
Port Chester	1365	32.25%	349	14	0.33%	147	3.47%	378	8.93%	826	19.52%	672	15.88%
Pound Ridge	51	4.30%	0	0	0.00%	18	1.52%	15	1.26%	18	1.52%	8	0.67%
Rye	185	6.01%	15	0	0.00%	51	1.66%	40	1.30%	94	3.05%	32	1.04%
Rye Brook	158	6.61%	0	0	0.00%	29	1.21%	62	2.60%	67	2.80%	60	2.51%
Scarsdale	436	13.05%	15	0	0.00%	249	7.45%	67	2.00%	120	3.59%	113	3.38%
Sleepy Hollow	434	25.53%	85	0	0.00%	23	1.35%	76	4.47%	335	19.71%	194	11.41%
Somers	282	4.75%	20	69	1.16%	93	1.57%	48	0.81%	72	1.21%	46	0.77%
Tarrytown	385	16.54%	75	0	0.00%	48	2.06%	127	5.46%	210	9.02%	96	4.13%
Tuckahoe	248	18.76%	50	0	0.00%	81	6.13%	121	9.15%	46	3.48%	0	0.00%
White Plains	3547	29.77%	475	26	0.22%	289	2.43%	1,812	15.21%	1,420	11.92%	699	5.87%
Yonkers	10175	25.70%	2,269	48	0.12%	1889	4.77%	3,754	9.48%	4484	11.33%	4,191	10.59%
Yorktown	696	8.75%	20	0	0.00%	47	0.59%	191	2.40%	458	5.76%	302	3.80%

**TARGETING AND EQUAL ACCESS PLAN**

List the names of Services provided with this contract:

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The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by DSPS, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

Please be specific in describing how the agency intends to provide services to the maximum extent feasible to:

- Low-income minority individuals:

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- Older adults with limited English proficiency:

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- If applicable, older adults residing in rural areas in the area served:

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**PLAN FOR ACCESS SERVICES**

**SERVICE NAME/DEFINITION:**

**Nutrition Site Transportation** - Services which are operated regularly each week over a prescribed route or on a demand/response basis, which transport older persons to and from congregate nutrition sites.

**Unit of Service: Each one way trip per person**

**1. If a municipal applicant, do you have one or more nutrition site(s) located in your municipality?**

( ) Yes ( ) No

**If yes, through what source(s) is transportation funded?**

( ) WCDSPS & MUNICIPALITY FUNDS ( ) MUNICIPALITY ONLY

( ) OTHER (Please specify source(s) \_\_\_\_\_)

- If no, do you need transportation to the site(s)? ( ) Yes ( ) No

- Other (please specify) \_\_\_\_\_

**2. Nutrition Site Transportation:**

**Vehicle #1:** ( ) Demand/Response and/or ( ) Prescribed Route

Driver Name: \_\_\_\_\_ Destination: \_\_\_\_\_

Licenser Plate #: \_\_\_\_\_ Passenger Capacity: \_\_\_\_\_

Is this vehicle accessible to the Mobility Disabled? ( ) Yes ( ) No

Is this vehicle accessible to the Visually Impaired? ( ) Yes ( ) No

Is this vehicle accessible to the Hearing Impaired? ( ) Yes ( ) No

**Vehicle #2:** ( ) Demand/Response and/or ( ) Prescribed Route

Driver Name: \_\_\_\_\_ Destination: \_\_\_\_\_

Licenser Plate #: \_\_\_\_\_ Passenger Capacity: \_\_\_\_\_

Is this vehicle accessible to the Mobility Disabled? ( ) Yes ( ) No

Is this vehicle accessible to the Visually Impaired? ( ) Yes ( ) No

Is this vehicle accessible to the Hearing Impaired? ( ) Yes ( ) No

**PLAN FOR ACCESS SERVICES**

**SERVICE NAME: Nutrition Site Transportation**

Vehicle #3: ( ) Demand/Response and/or ( ) Prescribed Route

Driver Name: \_\_\_\_\_ Destination: \_\_\_\_\_

Licenser Plate #: \_\_\_\_\_ Passenger Capacity: \_\_\_\_\_

Is this vehicle accessible to the Mobility Disabled? ( ) Yes ( ) No

Is this vehicle accessible to the Visually Impaired? ( ) Yes ( ) No

Is this vehicle accessible to the Hearing Impaired? ( ) Yes ( ) No

**What mechanisms are utilized to assist Disabled?**

( ) LIFT ( ) RAMP ( ) ESCORT

( ) OTHER (Please specify the type) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With respect to question #2, if you have more than one vehicle please submit this information for each vehicle and driver.

**3. Did the last monitoring/evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete next page.**

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**PLAN FOR ACCESS SERVICES**

4. The Major Action Steps that will be taken to improve the program must be completed below if:

- the Contractor's previous programmatic and/or fiscal year's performance is less than 90% or
- the Contractor has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

**2014 TIMETABLE**

MAJOR ACTION STEPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

**PLAN FOR ACCESS SERVICES**

**SERVICE NAME/DEFINITION:**

**Supportive Services Transportation:** Services which are operated regularly each week over a prescribed route or on a demand/response basis, which transport older persons to and from needed community facilities and resources other than nutrition programs.

**(Supportive Service Transportation will be funded only after Nutrition Site Participant Transportation is in place).**

**Unit of Service: Each one way trip per person**

**1. If you are a municipal applicant, do you transport seniors to local or regional sites?**

( ) Yes      ( ) No

**2. How is Nutrition Site Participant Transportation funded?**

( ) WCDSPS & MUNICIPALITY FUNDS      ( ) MUNICIPALITY ONLY  
( ) OTHER (Please specify source(s) \_\_\_\_\_)

**3. Supportive Services Transportation:**

**Vehicle #1:** ( ) Demand/Response and/or ( ) Prescribed Route

Bus Company Name: \_\_\_\_\_

Driver Name: \_\_\_\_\_ Destination: \_\_\_\_\_

Licenser Plate #: \_\_\_\_\_ Passenger Capacity: \_\_\_\_\_

Is this vehicle accessible to the Mobility Disabled? ( ) Yes ( ) No

Is this vehicle accessible to the Visually Impaired? ( ) Yes ( ) No

Is this vehicle accessible to the Hearing Impaired? ( ) Yes ( ) No

**Vehicle #2:** ( ) Demand/Response and/or ( ) Prescribed Route

Bus Company Name: \_\_\_\_\_

Driver Name: \_\_\_\_\_ Destination: \_\_\_\_\_

Licenser Plate #: \_\_\_\_\_ Passenger Capacity: \_\_\_\_\_

Is this vehicle accessible to the Mobility Disabled? ( ) Yes ( ) No

Is this vehicle accessible to the Visually Impaired? ( ) Yes ( ) No

Is this vehicle accessible to the Hearing Impaired? ( ) Yes ( ) No

**PLAN FOR ACCESS SERVICES**

**SERVICE NAME: Supportive Services Transportation**

Vehicle #3: ( ) Demand/Response and/or ( ) Prescribed Route

Bus Company Name: \_\_\_\_\_

Driver Name: \_\_\_\_\_ Destination: \_\_\_\_\_

Licenser Plate #: \_\_\_\_\_ Passenger Capacity: \_\_\_\_\_

Is this vehicle accessible to the Mobility Disabled? ( ) Yes ( ) No

Is this vehicle accessible to the Visually Impaired? ( ) Yes ( ) No

Is this vehicle accessible to the Hearing Impaired? ( ) Yes ( ) No

**What mechanisms are utilized to assist Disabled?**

( ) LIFT ( ) RAMP ( ) ESCORT

( ) OTHER (Please specify the type) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE:** With respect to question #2, if you have more than one vehicle please submit this information for each vehicle and driver.

**4. Did the last Monitoring/Evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete next page.**

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**PLAN FOR ACCESS SERVICES**

5. The Major Action Steps that will be taken to improve the program must be completed below if:

- the Contractor's previous programmatic and/or fiscal year's performance is less than 90% or
- the Contractor has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

**2014 TIMETABLE**

MAJOR ACTION STEPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

**PLAN FOR ACCESS SERVICES**

**SERVICE NAME/DEFINITION:**

**Assistance:** This category was once referred to as case assistance and now requires a NAPIS Registration form to obtain individual names and demographic information. Contractor staff will expend some time linking the client to available services and opportunities and, to the maximum extent practicable, conducting adequate follow-up.

**Unit of Service: One contact.**

**1. This service will be provided at the following site(s) during the following hours:**

SITE LOCATION	DAYS/HOURS OF OPERATION

**2. This service will be provided by the following staff person(s):**

STAFF PERSON	DAYS/HOURS OF SERVICE PROVISION

Is this service accessible to the Mobility Disabled? ( ) Yes ( ) No

Is this service accessible to the Visually Impaired? ( ) Yes ( ) No

Is this service accessible to the Hearing Impaired? ( ) Yes ( ) No

**PLAN FOR ACCESS SERVICES**

**SERVICE NAME: Assistance**

**3. Did the last Monitoring/Evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete number 4.**

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**4. The Major Action Steps that will be taken to improve the program must be completed below if:**

- the Contractor's previous programmatic and/or fiscal year's performance is less than 90% or
- the Contractor has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

**2014 TIMETABLE**

MAJOR ACTION STEPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

**PLAN FOR ACCESS SERVICES**

**SERVICE NAME/DEFINITION:**

**Information:** A service that provides individuals with information on service available through the AAA and within the communities. Internet web "hits" are to be counted only if information is requested and supplied. People receiving only information are not included in the unduplicated count.

**Unit of Service: One Contact**

**1. This service will be provided at the following site(s) during the following hours:**

SITE LOCATION	DAYS/HOURS OF OPERATION

**2. This service will be provided by the following staff person(s):**

STAFF PERSON	DAYS/HOURS OF SERVICE PROVISION

Is this service accessible to the Mobility Disabled? ( ) Yes ( ) No

Is this service accessible to the Visually Impaired? ( ) Yes ( ) No

Is this service accessible to the Hearing Impaired? ( ) Yes ( ) No

PLAN FOR ACCESS SERVICES

SERVICE NAME: Information

3. Did the last Monitoring/Evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete number 4.

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4. The Major Action Steps that will be taken to improve the program must be completed below if:
- the Contractor's previous programmatic and/or fiscal year's performance is less than 90% or
  - the Contractor has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

2014 TIMETABLE

MAJOR ACTION STEPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

**PLAN FOR "OTHER" SERVICES #1**

The information below must be taken from standard definitions and units of service beginning on page 3.

SERVICE NAME: \_\_\_\_\_

DEFINITION:

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Unit of Service: \_\_\_\_\_

**PLAN FOR "OTHER" SERVICES #1**

SERVICE NAME: \_\_\_\_\_

1. This service will be provided at the following site(s) during the following hours:

SITE LOCATION	DAYS/HOURS OF OPERATION

2. This service will be provided by the following staff person(s):

STAFF PERSON	DAYS/HOURS OF SERVICE PROVISION

Is this service accessible to the Mobility Disabled? ( ) Yes ( ) No

Is this service accessible to the Visually Impaired? ( ) Yes ( ) No

Is this service accessible to the Hearing Impaired? ( ) Yes ( ) No



**PLAN FOR "OTHER" SERVICES #1**

SERVICE NAME: \_\_\_\_\_

4. Did the last Monitoring/Evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete number 5.

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5. The Major Action Steps that will be taken to improve the program must be completed below if:
- the Contractor's previous programmatic and/or fiscal year's performance is less than 90% or
  - the Contractor has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

**2014 TIMETABLE**

MAJOR ACTION STEPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

**PLAN FOR "OTHER" SERVICES #2**

The information below must be taken from standard definitions and units of service beginning on page 3.

SERVICE NAME: \_\_\_\_\_

DEFINITION:

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UNIT OF SERVICE: \_\_\_\_\_

**PLAN FOR "OTHER" SERVICES #2**

SERVICE NAME: \_\_\_\_\_

1. This service will be provided at the following site(s) during the following hours:

SITE LOCATION	DAYS/HOURS OF OPERATION

2. This service will be provided by the following staff person(s):

STAFF PERSON	DAYS/HOURS OF SERVICE PROVISION

Is this service accessible to the Mobility Disabled? ( ) Yes ( ) No

Is this service accessible to the Visually Impaired? ( ) Yes ( ) No

Is this service accessible to the Hearing Impaired? ( ) Yes ( ) No



**PLAN FOR "OTHER" SERVICES #2**

SERVICE NAME: \_\_\_\_\_

4. Did the last Monitoring/Evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete number 5.

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5. The Major Action Steps that will be taken to improve the program must be completed below if:
- the Contractor's previous programmatic and/or fiscal year's performance is less than 90% or
  - the Contractor has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

**2014 TIMETABLE**

MAJOR ACTION STEPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

**2014 UNIT COST REIMBURSEMENT SUMMARY**

	BUDGET CATEGORY	UNIT DEFINITION	Nutrition Site Transportation
1.	Federal or State Allocation		\$6,868
2.	Contractor Match at <u>0.41</u> %		\$4,773
3.	County Match for Contractor		\$0
4.	Estimated Contributions		\$690
5.	<b>GROSS TOTAL (Total Line 1 thru Line 4)</b>		\$12,331
6.	Reimbursement Unit Definition	Each One Way Trip Per Person	
7.	Proposed Number of DSPS Reimbursable Units to be Served		1,345
8.	<b>Federal/State/County Unit Cost for Reimbursement (Line 1 + Line 3/Line 7)</b>		\$5.11
9.	Net Budget (Line 5 - Line 4) Note: Includes Contractor Match		\$11,641.00
10.	Net Unit Cost / Reimbursement Unit Cost: (Line 9/Line 7). For Information only		\$8.66
11.	Number of Unduplicated Clients to be Served: Each of these individual clients will have a NAPIS or COMPASS Form Requirement in the SAMS System	Contractor must provide #	
12.	Number of Clients to be Served: These clients will be counted in a Consumer Group in the SAMS		
13.	NYS Service Definition:	Each One Way Trip Per Person	
14.	Proposed Number of NYSOFA Defined Units to be Served if Different than # 6 Above		

A. Actual Unit Cost Reimbursement includes Federal, State and County funds. Local match and contributions are not included in the actual reimbursement calculation.

B. The Department will reimburse utilizing unit cost for actual services provided and data entered in the Social Assistance Management System (SAMS), up to the not to exceed amount of this contract. .

**2014 UNIT COST REIMBURSEMENT SUMMARY**

	BUDGET CATEGORY	UNIT DEFINITION	Supportive Services Transportation
1.	Federal or State Allocation		\$6,879
2.	Contractor Match at <u>0.41</u> %		\$4,780
3.	County Match for Contractor		\$0
4.	Estimated Contributions		\$680
5.	<b>GROSS TOTAL (Total Line 1 thru Line 4)</b>		\$12,339
6.	Reimbursement Unit Definition	Each One Way Trip Per Person	
7.	Proposed Number of DSPS Reimbursable Units to be Served		1,347
8.	Federal/State/County Unit Cost for Reimbursement (Line 1 + Line 3/Line 7)		\$5.11
9.	Net Budget (Line 5 - Line 4) Note: Includes Contractor Match		\$11,659.00
10.	Net Unit Cost / Reimbursement Unit Cost: (Line 9/Line 7). For Information only		\$8.66
11.	Number of Unduplicated Clients to be Served: Each of these individual clients will have a NAPIS or COMPASS Form Requirement in the SAMS System	Contractor must provide #	
12.	Number of Clients to be Served: These clients will be counted in a Consumer Group in the SAMS		
13.	NYS Service Definition:	Each One Way Trip Per Person	
14.	Proposed Number of NYSOFA Defined Units to be Served if Different than # 6 Above		

A. Actual Unit Cost Reimbursement includes Federal, State and County funds. Local match and contributions are not included in the actual reimbursement calculation.

B. The Department will reimburse utilizing unit cost for actual services provided and data entered in the Social Assistance Management System (SAMS), up to the not to exceed amount of this contract. .

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2014 TITLE III B PERFORMANCE SUMMARY COSTS

Port Chester

Contractor

A. SERVICE NAME	Column 1 - 5 from page -22- of each contract					Row 7 p -22-	Row 8 p -22-	Row 11 p -22-	Row 12 p -22-
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Federal or State Allocation	Contractor Match	County Match for Contractor	Estimated Contributions	GROSS TOTAL (Total Line 1 thru Line 4)	Proposed Number of DSPS Reimbursable Units to be Served	Federal/State/ County Unit Cost For Reimbursement (Col 1 + Col 3/Col 6)	Number of Unduplicated Clients to be Served: Each of these individual clients will have a NAPIS or COMPASS Form Requirement in the SAMS System	Number of Clients to be Served: These clients will be counted in a Consumer Group in the SAMS System
1. A. Nutrition Site Transportation								Contractor must provide #	
A1. NYSOFA: Each One Way Trip Per Person									
A2. Reimbursement Unit Each One Way Trip Per Person	\$6,868	\$4,773	\$0	\$690	\$12,331	1,345	\$5.11		N/A
2. A. Supportive Services Transportation								Contractor must provide #	
A1. NYSOFA: Each One Way Trip Per Person									
A2. Reimbursement Unit Each One Way Trip Per Person	\$6,879	\$4,780	\$0	\$680	\$12,339	1,347	\$5.11		N/A
3. A.									
A1. NYSOFA									
A2. Reimbursement Unit									
4. A.									
A1. NYSOFA									
A2. Reimbursement Unit									
5. A.									
A1. NYSOFA									
A2. Reimbursement Unit									
6. A.									
A1. NYSOFA									
<b>PROGRAM TOTALS</b>	<b>\$13,747.00</b>	<b>\$9,553.00</b>	<b>\$0.00</b>	<b>\$1370.00</b>	<b>\$24,670.00</b>				

**JOB DESCRIPTIONS**

Job Descriptions of positions to be funded by the Older Americans Act amendment of 1965, Title III, must be submitted with this Application.

**AGENCY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**JOB TITLE:** \_\_\_\_\_

**CONTRACT PERIOD: FROM** \_\_\_\_\_ **TO** \_\_\_\_\_

**BASIC FUNCTIONS TO BE PERFORMED BY EMPLOYEE:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**MINIMUM ACCEPTABLE TRAINING, EXPERIENCE, KNOWLEDGE, SKILLS AND ABILITIES:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IF POSITION IS ALREADY FILLED, NAME OF EMPLOYEE:** \_\_\_\_\_

**NAME OF IMMEDIATE SUPERVISOR:** \_\_\_\_\_

**POSITION WITH AGENCY:** \_\_\_\_\_

**ADDITIONAL AGREEMENT PROVISIONS**

**Reporting Requirements:**

Without limiting the right of the County to require additional reports and unless otherwise specified in writing by the County, the Contractor shall furnish the following reports to the County Department of Senior Programs and Services prior to the tenth (10th) working day of each month:

1. Programmatic monthly statistical client and fiscal reports.
2. Monthly fiscal vouchering.

**Vehicle Requirements:**

The Contractor agrees to make available for use by other agencies or municipalities contracting with the County in its capacity as the Area Agency, any cars or vans purchased or rented by the Contractor for use in Title III-B programs, upon request by another agency or municipality under the following conditions:

- a. The use by the receiving agency or municipality shall be only at those times the Contractor is not using the vehicle in furtherance of its Title III-B programs.
- b. The receiving agency or municipality shall furnish all drivers, maintenance services and supplies for the vehicle while it is in custody.
- c. The receiving agency or municipality will supply the Contractor with Certificates of Insurance reasonably satisfactory to the Contractor covering the vehicle while in the agency's or the municipality's custody.
- d. The receiving agency or municipality agrees to return the vehicle in the same condition as received, reasonable wear and tear excepted.
- e. The receiving agency or municipality agrees to use the vehicle only for Title III-B programs for which it has contracted with the County.

**Licensure Requirements:**

The Contractor shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of social services, the Contractor or its subcontractors providing such services under the Four Year Plan shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected, trained and supervised.

## Independent Consultant Criteria

### Summary of Federal Taxable Payroll Section 861

A worker is an employee, if the person, for whom he works, has the right whether exercised or not, to direct and control the details of when, where and how the work is done and the final results.

***Example: Construction Contractor as an Employer***

- supervised and controlled the workers
- supplied major tools and equipment
- sometimes dictated the manner in which the job or end result was accomplished.

There are a number of factors which must be weighed against those that indicate Independent Contractor status, the relative importance of which depends on the occupation.

**The following are some factors to be considered:**

- 1 - An employee must comply with instructions about where, when, how to work.
- 2 - An employee receives training from an experienced employee. Independent Contractors ordinarily receive no training.
- 3 - Success or continuation of business depending on certain kinds of service indicates that a person is subject to direction and control and is an employee.
- 4 - If the employer is interested in who does the job as well as getting the job done, it indicates that the employer is interested in the methods used as well as the result of services rendered.
- 5 - When one worker hires, supervises and pays other workers under a contract in which he agreed to provide labor and materials, he is an Independent Contractor and not an employee.
- 6 - A continuing relationship even at irregular intervals is a factor tending to indicate employer-employee relationship.
- 7 - Set hours for work is indicative of employee status. The Independent Contractor is the master of his own time.
- 8 - An employee must devote full time to the employer different from an Independent Contractor who may have as many employers as he pleases. The meaning of full time varies with the intent of the parties.
- 9 - Doing the work, an employer's premises implies control especially if the work is of a nature that it could be performed elsewhere. The work done off the premises does not in itself mean no right to control exists.

## Independent Consultant Criteria (Cont'd)

### Summary of Federal Taxable Payroll Section 861

#### **Control and therefore, employee status is indicated if:**

- 10 - If a person must perform work in a prescribed sequence.
- 11 - If regular reports must be submitted by the worker.
- 12 - Payment for time is usually a manner for compensating employees. Independent Contractors are paid by job, lump-sum, or commission. Minimum salary or drawing account without requirement for repayment of excess over earnings indicates employer-employee relationship.
- 13 - An employee has business and travel expenses paid by the employer.
- 14 - An employee has tools and materials furnished by the employer although in some jobs it is also customary for employees to use their own hand tools.
- 15 - A significant investment by a person in facilities used in performing services tends to show Independent Contractor status.
- 16 - An Independent Contractor is in a position to realize a profit or also suffer a loss.
- 17 - A person's services which are available to the general public, generally indicates Independent Contractor status e.g. licenses, advertising, telephone directory.
- 18 - An employer has the right of discharge over an employee of which a collective bargaining agreement does not detract.
- 19 - An employee has a right to end his relationship with an employer without incurring liability.

REPORT  
OF  
THE VILLAGE MANAGER



# Village of Port Chester

Office of the Village Manager

## MEMORANDUM

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TO: Mayor and the Board of Trustees

FROM: Christopher D. Steers, Village Manager

DATE: May 19<sup>th</sup>, 2014

RE: Updates

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### INITIATIVES:

1. **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 (**COMPLETED**)

Final Report May 18, 2014 (**PENDING**)

#### **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 (**PENDING**)

Final Report May 28, 2014 (**PENDING**)

**NOTE:** A follow up meeting is scheduled for Wednesday to discuss the preliminary report. The goal is to finalize the direction to have the follow up report, proforma, and results of the architectural investigation presented to the BOT in June.

**2. Strategic Planning:** Again on April 7<sup>th</sup>, 2014 the Village has adopted its first Economic Development Strategic plan. 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. Update to be presented by Planning Department at this meeting

**Five opportunity areas:**

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

## Strategic Actions

- 1) Opportunity Area #1, 5: IDA awarded Urbanomics contract for school children mitigation formula study at last meeting. It is anticipated that a draft school children mitigation formula will be ready for presentation to the Board and IDA by August.
  - 2) Opportunity Area #2 - Municipal Center: Met with NDC regarding draft municipal center feasibility study (Phases 1-2) that will be presented to the Board on or about the June 2<sup>nd</sup> meeting.
  - 3) Opportunity Areas #1-5: The Village's Grant Writing Working Group (Jesica Youngblood, Chris Ameigh, Chris Gomez) attend the Mid-Hudson Regional Economic Development Council's Consolidated Funding Application Workshop at Manhattanville College on May 12<sup>th</sup> to gain more insight into potential FY 2014-15 grant opportunities. The working group will provide an update to the Board as to which grant applications will require resolutions of support and or SEQRA determination before the June 16 application deadline.
  - 4) 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. Next steps are for the Board to formally establish Lead Agency Status under SEQRA, issue a Positive Declaration identifying any potential adverse environmental impacts, and accept a scope of study for the Draft Environmental Impact Statement (DEIS).
- 3. 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 on this agenda.

**NOTE:** 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:**

- 1. Budget:** Budget implementation meetings have been held. Recruitment process underway for affected departments.
- 2. Payroll:** Staff is setting meetings with vendors that provide payroll services in order to ascertain the products and services available. Once research is completed a report and draft RFP will be prepared for BOT review. Anticipated report date is within 30-45 calendar days.
- 3. Pothole Killers:** 26 streets received about 80 tons of patching material during the week of May 5<sup>th</sup> through the 9<sup>th</sup>. Street list attached.
- 4. MTA Accessibility:** investigation is ongoing.

**PROJECTS:**

- 1. Town of Rye Move:** the project continues to move forward. Follow up meeting will be held with Town on Tuesday the 20<sup>th</sup>.
- 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*      *February 6 – February 27*

COMPLETE

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

COMPLETE

4. *Bid evaluation, Contract award,*

Again, 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.

Revised Bid Specs received for plumbing and electrical work. Quotes being solicited. Asbestos remediation completed. Evidence room construction work continuing. Follow up meeting will be held with Town on Tuesday the 20<sup>th</sup>.

5. Interior Construction	11 weeks	March 17 – May 31*
<i>Demolition by Village staff.</i>	<i>1 week</i>	<i>COMPLETE.</i>
<i>Finish work for evidence room and court offices</i>		<u>PENDING</u>
*Court offices tentatively complete by May 31st.		<u>PENDING</u>

**3. Pay Station / Meters:** All new batteries have been installed. Service update as follows:

- Parking Meter Battery operation is at fully functional levels. No outages have been reported this week. There are currently only two (2) meters experiencing problems.
- One on Pearl is experiencing a communication issue but is functioning effectively for customers (no revenue loss). A modem replacement will correct that issue and is scheduled for Friday this week. The other is on Abendroth across from Tarry Lodge which is suffering a controller issue and is offline. That replacement is also scheduled for Friday this week. Machines directly across the street and one block away should cover that machine in the meanwhile. Collections should be coming in at 100% of normal.
- A plan for hardwiring trouble meters has been drafted. So far, two (2) have undergone this process and another will be hardwired this month. An additional six (6) are identified to be moved and hardwired this summer, as DPW staff become available to do the required work.
- Meter shelters for major lots have been priced out. Each shelter can cover two machines and are constructed of glass walls with aluminum frames. They are \$5,156 each with delivery and installation.

**4. Westchester Avenue Intersection Improvements:** Again the project is projected to be substantially complete by 4/30. The requested final “Punch List” on any outstanding construction items, has been received. List being vetted / verified 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 the Village continues to reach out to inform the public: information went out in the Village Newsletter, a second post card notice was also

sent out, a “Town Hall” meeting was held at the Senior Center for Wednesday April 30<sup>th</sup>, the presentation is posted on the website and the cable channel, and a third notice is being sent out with FAQ’s and a sample bill. The tentative first Billing date is the week of May 19<sup>th</sup>.

- 2. Bulkhead:** Preliminary analysis indicates that the conceptual design is feasible within limits. Now focusing on hybrid wharf type concept; use of 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 this week. Conceptual design being drafted for submittal with Consolidated Funding Application.

## INFORMATION

### 1. Staffing (for information only):

As part of the collective bargaining agreement with CSEA, during the month of November represented employees may appeal their Classification/Compensation. In November of 2013 three appeals were granted, to be implemented June 2, 2014. They were:

- Michael Tedesco to Skilled Laborer, salary grade 12
- Diego Cabezas to Parking Meter Repairer, salary grade 13A
- Christopher Summa to Assistant General Foreman, salary grade 17.
- Due to resignation and retirement two other positions were filled effective June 2, 2014.
- Steven Gazick to Lead Maintenance Mechanic (Laborer), salary grade 16. (Replaces Jay DiLeo)
- David Telesco Jr. to Sanitation Worker, salary grade 12. (Replaces David Telesco Sr.)
- The newly adopted budget contained one new Skilled Laborer and is also filled June 2, 2014.
- Michael Barrella is appointed as Skilled Laborer, salary grade 12.

All the foregoing appointments are subject to mandatory probation periods of not less than twelve (12) weeks nor more than fifty-two (52) weeks.

- 2. Recruitments:** Actively underway in DPW, Planning, Legal, Police Department, and Fire Department.

Attachment

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

**REPORT  
FROM DIRECTOR PLANNING & DEVELOPMENT**



## VILLAGE OF PORT CHESTER

DEPARTMENT OF PLANNING & DEVELOPMENT

222 Grace Church Street, Rm. 202

Port Chester, NY 10573

(P) 914.937.6780

(F) 914.939-2733

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

---

To: Mayor Pagano and Board of Trustees

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

Re: Current Planning Commission Applications

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

Date: May 14, 2014

Please find the enclosed list of active and recently approved Planning Commission applications as well as any initial project proposal form submissions as requested. I will be available at the Board's May 19 meeting to answer any questions and provide an update on potential grant funding opportunities.

**VILLAGE OF PORT CHESTER**  
**DEPARTMENT OF PLANNING & DEVELOPMENT**



222 Grace Church Street, Rm. 202  
 Port Chester, NY 10573  
 (P) 914.937.6780  
 (F) 914.937.3169

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

**ACTIVE PLANNING APPLICATIONS**

Address	Project Description	Status of Project
220 Westchester Ave	Legalization of medical/dental offices	Pending Site Plan Approval, May 2014
25 Willett Ave	Creation of American Bar & Restaurant.	Pending Site Plan Approval, May 2014
242 King St	Expansion of existing office building.	Pending Site Plan Approval, May 2014
120 N Pearl	New multi-family building (50 units) with high-end amenities + parking.	Referred to BOT and ZBA
264 Boston Post Road	Legalization of freezer at existing drive-thru restaurant	Public Hearing 4/24/14

**RECENTLY APPROVED APPLICATIONS**

Address	Project Description
411 Westchester Ave	Modification of existing base station and renew existing special exception use permit for wireless telecomm facility (Verizon).
411 Westchester Ave	Modification of existing base station and renew existing special exception use permit for wireless telecomm facility (Sprint).
135 S Main Street	Site plan approval for construction of two new two-family residences.
117 N Main Street	Open a family oriented Papa John's pizza restaurant
999 High Street	Renewal for special exception use permit for wireless telecomm facility (AT&T).
167-169 Terrace Ave	Modification of existing base station and renew existing special exception use permit for wireless telecomm facility (Sprint).
999 High Street	Modification of existing base station and renew existing special exception use permit for wireless telecomm facility (Sprint).
222 Grace Church St	Modification of existing base station and renew existing special exception use permit for wireless telecomm facility (Sprint).
45 Townsend	Remove an existing two family dwelling and use the parcel for open storage of materials.
126 North Main St	Gastropub styled restaurant featuring weekend acoustic performances.
33 New Broad St	Open microdistillery as part of larger sustainable/farming operation.
152 King Street	Proposed interior renovations to a 1-story building to convert existing repair bays to a convenience store.
96 Perry Ave	Two-lot subdivision
145 Westchester Ave	Expansion of use and operation of the space by annexing it into the adjacent existing overall operations of The Capitol Theatre.

149-151 Westchester Ave	Capitol Theatre expansion of capacity use/increase occupancy from 1,835 to 2,205; add exterior walk in cooler, use of sidewalk hydraulic material lift and addition of mobile stand up bars.
36 Midland Avenue	Installation of sectional overhead doors & relocation of 3 parking spaces.
104 North Main Street	Reconfigure existing takeout restaurant & expand kitchen & dining room into existing adjacent tenant spaces, renovate existing basement for auxiliary use to restaurant on 1st floor, install new NFPA Sprinkler System throughout entire building.
110 Midland Avenue	Installation of a self-contained cosmetic spray booth within open warehouse space in accordance with Westchester County emission permit.
110 North Main Street	Raise existing roof structure to provide habitable space. Existing 2nd floor to be used as an office, storage, private dining and a service kitchen for private dining.
400 Westchester Ave	Construct a rear handicap-accessible rear facility entrance with canopy and fence; Replace playground equipment
275 Boston Post Road	Renovate existing vacant food service establishment into a Popeye's franchise restaurant with drive-thru.
110 Westchester Ave	Provide pedestrian access from Village owned muni parking lot to rear of common property line, install new exit door, walkway with lighting new fencing and new lawn.
26 Putnam Ave	Site Plan approval for continued use of an existing Sign/Graphic Design Shop (2nd fl.) and approval for a change of use (1st fl.) for current non-conforming use as a laundromat.

## PROJECT PROPOSAL FORMS

<u>Address</u>	<u>Proposal</u>
118 N Main Street	Establish a hair/nail salon.
118 N Main Street	Establish a jujitsu studio on second floor; Install a kitchen for use of restaurant.
126 N. Main St	Gastro pub styled restaurant
135 South Main Street	Renovate existing rooming house on the 2nd and 3rd floors into two separate single-family apartments and continue active restaurant on 1st floor.
136-140 Horton Ave	Black Sparrow, microbrewery with restaurant and tasting room components.
143 Westchester Ave	1,000 sqft expansion on ground floor of existing restaurant (no addition to bldg.)
145 Irving Ave	Open a café in a vacant store front; Open an accounting service office.
150 Midland Ave	Reconfigure parking spaces
150 S. Regent St	Silk screen printing operations
163 N. Main St	Accessory kitchen via drive-up/takeaway window
19A Putnam Ave	Reflexology/massage
2 Bowman Ave	Creation of electric vehicle charging station.
217 Madison Ave	Car collection storage facility
217 Madison Ave	Bottle redemption/distribution center
217 Madison Ave	Legalize use (warehouse)
220 Westchester Ave	Legalize use (medical office)
220 Westchester Ave	Establish professional medical and dental offices on the 2nd floor.
25 Willett Ave	New restaurant with lounge and outdoor seating
27 Smith Street	Opening of a day care center in a two-family district.
28 South Main St	Brick oven pizza restaurant with loft storage component.
29 N. Main St	Construction of raised concrete terrace
30 Westchester Ave	Proposed outdoor seating for existing restaurant.
30 Westchester Ave	Outdoor seating to existing restaurant.
33 New Broad Street	Microbrewery/distillery
33 New Broad Street	Gluten-free bakery
33 New Broad Street	Establish use for existing woodshop and storage facility.
34 Broad Street	Oyster Bar, limited seating
35 Park Ave	Operate a day-care facility out of a residential home.
36 Midland Ave	Indoor virtual golf machine, incidental to primary use of site.
38 Bulkley Ave	Convert existing building to warehouse space with small accessory office use, incidental to principal warehouse use.
303 Boston Post Road	Conversion of existing drive-thru Wendy's Restaurant into Taco Bell.
304 Midland Ave	Establish use for existing woodshop/carpentry repair shed.
357-359 Willett Ave	Convert vacant space into small laundromat.
391 Irving Ave	Install an underground storage tank in addition to removal of existing tank.
41 Exchange Place	Minor subdivision.
45 King St	Convert vacant store front into taxi stand.
45 Midland Ave	Demolition/reconstruction to restaurant/residential.
45 Townsend Street	Demolish existing residential dwelling and construct storage for building materials.
528 Willett Ave	Sidewalk hotdog cart operation.
53 Barton Ave	Conversion of land into driveway for property owner.

<i>7 Willow St</i>	<i>Operate a restaurant with nightly entertainment.</i>
<i>80 Fox Island Road</i>	<i>Legalize multiple uses (manufacturing/auto repair/office/storage)</i>
<i>9-11 N Pearl St</i>	<i>New work/live studios/lofts on second and third floors. Ground floor commercial to remain.</i>
<i>Village Marina</i>	<i>Operate a permanently moored vessel at the marina as a restaurant/cabaret use.</i>
<i>601 N Main St</i>	<i>Convert office into retail store(s) with possible residential component.</i>
<i>117 N Main St</i>	<i>Convert existing retail service/telegram/money transfer store into a Papa John's Pizza Restaurant.</i>
<i>411 Westchester Ave</i>	<i>Site plan and special exception use application for modification to existing wireless facility.</i>
<i>999 High Street</i>	<i>Site plan and special exception use application for modification to existing wireless facility.</i>
<i>167-169 Terrace Ave</i>	<i>Site plan and special exception use application for modification to existing wireless facility.</i>
<i>120 N Pearl</i>	<i>New mixed use multi-family development (50 dwelling units) primarily comprised mostly of studios and one-bedrooms with 46 parking spaces provided on-site.</i>
<i>Regent Gardens</i>	<i>Installation of gazebo and signage.</i>
<i>8 Slater Street</i>	<i>Creation of new mezzanine + internal freight elevator</i>
<i>26 Poningo Street</i>	<i>Environmentally friendly dry cleaning plant</i>

*Note: Italicized items indicate completion of a Pre-Submission Conference with Planning Staff.*

# CORRESPONDENCE



Rye Port Chester – Rye Brook – Town of Independence Day Committee  
P.O.B. 1134  
Port Chester, New York 10573

**Chairman**  
Hope Klein

May 8, 2014

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

Dear Mayor Pagano and Board:

Thank you for your cooperation in the past regarding the 4<sup>th</sup> of July festivities. We are once again asking for permission to hold our fireworks in the John Ryan Stadium at the Port Chester Senior High School in Port Chester.

Also, for several years, the Village of Port Chester voted on helping us finance this spectacular evening of fireworks, awards presentation to the school children, and awards to outstanding individuals and organizations in the community. We appreciate your generous donation of \$5000.00 and hope that you can continue your generosity again this year.

Friday July 4<sup>th</sup>, 2014 will be the 67<sup>th</sup> year of this celebration which is scheduled to take place in the Port Chester Senior High School's Ryan Stadium at 7:30 pm.

Please accept this letter as your personal invitation to this wonderful event.

We thank you for your kind consideration and cooperation in this matter and look forward to having you join us on the dais the night of July 4<sup>th</sup>, 2014.

If you have any questions, please call me at 914-473-8009, or email me at [mrshopeklein@gmail.com](mailto:mrshopeklein@gmail.com)

Sincerely,



Hope Klein, Chairman

May 7, 2014

TO: Janusz R. Richard  
COMPANY: Village of Port Chester  
Address: 222 Grace Church St  
Suite 120  
Port Chester, NY 10573  
PHONE: 914-939-5202  
FAX: 914-305-2560



**"Letter of Intent for a Fireworks Display"**

Please be advised that we have been contracted to perform a public display of fireworks at Port Chester High School, Port Chester, NY, for Port Chester Day on July 4, 2014 with a Rain Date of July 5, 2014 at 9:15 PM.

We will display a 16-17 minute event with UN0335 Fireworks (1.3 G & 1.4G Explosives) with a maximum Device size not to exceed 4". We will begin our loading early July 4, 2014.

Grucci certified Pyrotechnicians will fire this firework display. We fully understand the rules and regulations for the City of Port Chester governing this display and we affirm that the display will be in accordance with these rules and regulations and NFPA - 1123 -2000.

We are attaching hereto our Insurance Certificate, Site Plan and a copy of the FAA's letter of notification to this event. Please advise if you will notify the local Fire Department or will you require us to advise them of this event.

Please supply us the names and contact numbers we can reach the person who will be calling the start of the fireworks, contact at display site during the day, contact for security if needed during the set-up, and the local Fire Dept. Contact and number. Thank you for your assistance

If you should require any other documentation please advise me as soon as possible. We look forward to producing a safe and effective visual experience for all and if a formal permit will be issued for this event we ask that a copy please be faxed to us for our file.

The maximum altitude of the Fireworks will not exceed 900 feet. In letter form, please acknowledge the receipt and approval of this notification.

Thank you for your prompt reply.

Thank You,

*Edward Rubio*

Edward Rubio  
Logistics Manager  
Fireworks by Grucci, Inc.  
Cell: 516-658-4486

Fireworks by Grucci, Inc.  
20 Pinehurst Drive  
Bellport, NY 11713

Office #: (631) 286-0088  
Fax #: (631) 286-9036  
E-mail: ERubio@grucci.com

**THE FIRST FAMILY OF FIREWORKS**

# CERTIFICATE OF LIABILITY INSURANCE

2/18/2014

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 216-658-7100      FAX (A/C, No.): 216-658-7101 E-MAIL ADDRESS: ADDRESS: INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: NY State Fund - Melville INSURER B: Lexington Ins Co      19437 INSURER C: Everest National Insurance Company      10120 INSURER D: INSURER E: INSURER F:
--	--

**COVERAGES      CERTIFICATE NUMBER: 1342854271      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			S18ML00093-141	2/17/2014	2/17/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S18CA00044-141	2/17/2014	2/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			013138655	2/17/2014	2/17/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	2673978	11/29/2013	11/29/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$Unlimited E.L. DISEASE - EA EMPLOYEE \$Unlimited E.L. DISEASE - POLICY LIMIT \$Unlimited

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Date: July 4, 2013; Rain Date: July 5, 2013  
 Location: Port Chester High School, Athletic Field, Port Chester, NY  
 Additional Insured(s): Village of Port Chester; Rye Brook; Town of Rye; State of New York; Independence Day Observance Committee, Inc.; Port Chester High School; Board of Education

**CERTIFICATE HOLDER      CANCELLATION**

Village of Port Chester, Rye Brook, Town of Rye Brook, Independence Day Observance Committee, Inc. 137 Brush Hollow Crescent Rye NY 10573	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

FIREWORKS BY



**FIREWORKS BY GRUCCI, INC.**

**SITE INSPECTION REPORT**

Program: Annual Independence Day Celebration

Show Date: 7/4/14

Rain Date: 7/5/14

Staging Area/Contact: Hope Klien

Event Contact: Hope Klein/ Port Chester Independence Day Committee

Address: 12 Perry Ave Port Chester, NY 10573

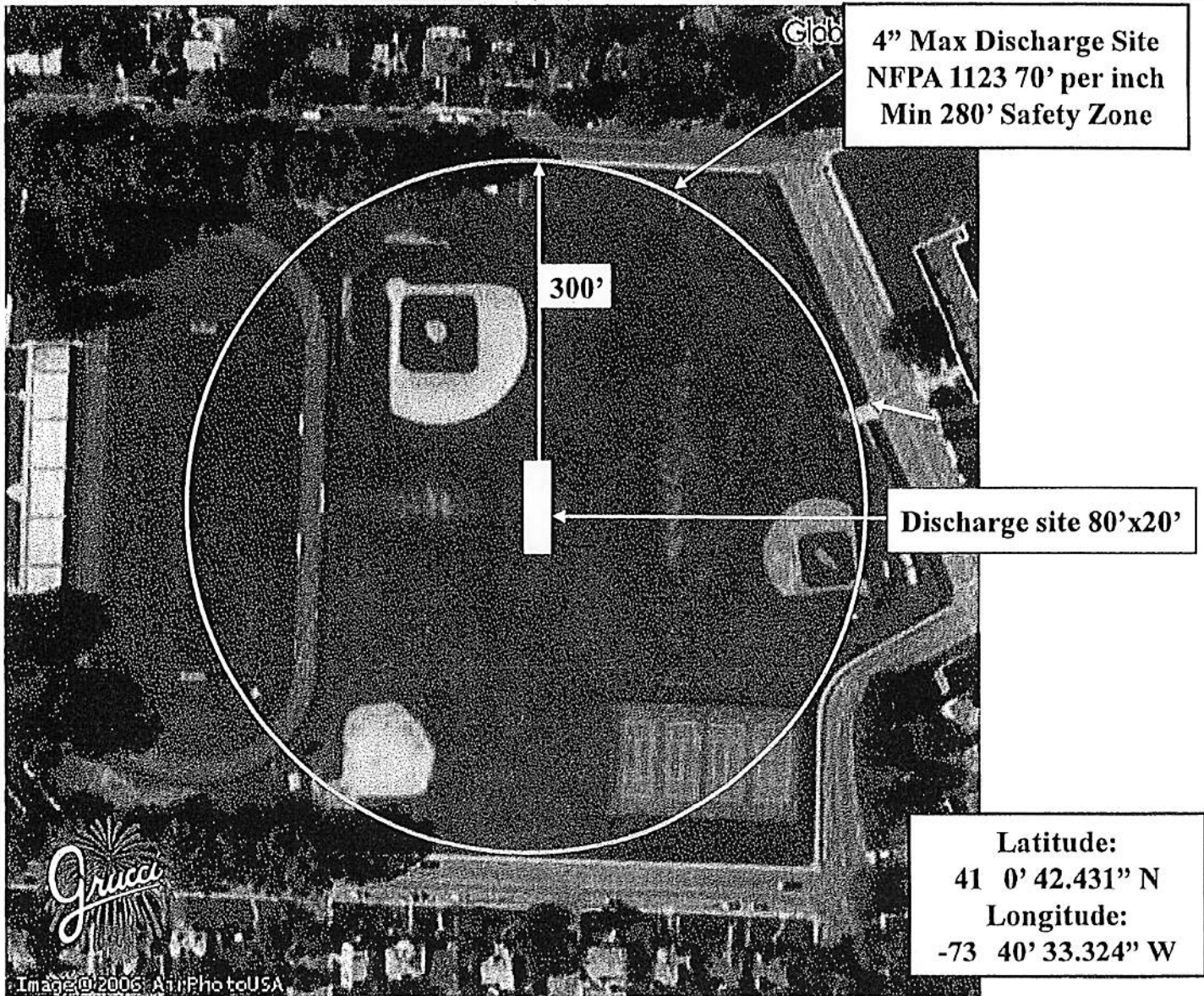
Phone: (914) 939-8291

Fax:

Fire Marshal: Chief Robert Drought

Phone: 914-939-8574

Fax:



Maximum Aerial Shell Diameter:		4" (Inches)	Can Illuminations be used?		Yes
SITE INSPECTION:		DISTANCES:			
Inspected by:	ER	VIP Audience:	300'	Vehicles:	300'
Date:	6/8/06	Building Occupied:	300'	Overhead Obstructions:	300'
Time:	5:00pm	Building Unoccupied:	300'	Trees/Shrubs:	300'

May 7, 2014

DISPLAY: Village of Port Chester  
 FROM: Edward Rubio



Re: July 4, 2014 Fireworks Displays / Rain Date: July 5, 2014  
 SHELL SIZE NOT TO EXCEED 4"

<u>SHELL SIZE:</u>	<u>QUANTITY IN PCS.</u>
Grucci Grand Illuminations -	1000
2 1/2" -	320
3" -	600
4" -	120
5" -	N/A
6" -	N/A
8" -	N/A
10" -	N/A
12" -	N/A
24" -	N/A

Grucci Grand Illuminations = Gerbs, Mines, Comets, Roman Candles  
 Water Falls, Strobe Pots

Total: Not to exceed 1040 Firework Shells and 1000 Illuminations  
 Type: Fireworks UN0335 (Display Fireworks) (Explosive 1.3G)  
 Fireworks UN0336 (Special Effects) (Explosive 1.4G)

*Edward Rubio*

Edward Rubio  
 Logistics Manager  
 Fireworks by Grucci, Inc.  
 Cell: 516-658-4486

Fireworks by Grucci, Inc.  
 20 Pinchurst Drive  
 Bellport, NY 11713

Office #: (631) 286-0088  
 Fax #: (631) 286-9036  
 E-mail: ERubio@grucci.com

THE FIRST FAMILY OF FIREWORKS

Attachment 1



U.S. Department of Transportation

Eastern Service Center  
Operations Support Group  
AJV-l:2

1701 Columbia Ave.  
College Park, GA 30337

# REQUEST FOR FIREWORKS DISPLAY

Company Name: Fireworks by Grucci

Email Address of Person Submitting Request: kbutler@grucci.com

Event Name: Village of Port Chester

Display Date: July 4 2014 Rain Date: July 5, 2014

Display Start Time: 9:30 PM

Duration of Fireworks Display: 16-17 minutes

Max Height of Fireworks 4' inch

City or Town and State (Physical Address): Port Chester High School - Port Chester, NY

Latitude: 41° 0' 42.431" (North) Longitude: 073° 40' 33.324" (West)

List the Closest Public Use Airport Within 25 Nautical Miles of the Display if the Fireworks Will Reach or Exceed 500 Ft. \_\_\_\_\_  
\_\_\_\_\_

Special Notes: \_\_\_\_\_  
\_\_\_\_\_

May 30, 2013

Ms. Hope Klein  
Port Chester Independence Day Committee  
12 Perry Ave  
Port Chester, NY 10573  
Phone: 914-939-8291



Dear Ms. Klein:

**"Letter of Intent for a Fireworks Display"**

Please be advised that we have been contracted to perform a public display of fireworks for the Annual Independence Day Celebration at the Port Chester High School, Port Chester, NY on July 4, 2014 with a Rain Date of July 5, 2014 at 9:15 PM.

We will display a 16-17 minute event with UN0335 Fireworks (1.3 G & 1.4G Explosives) with a maximum Device size not to exceed 4". We will begin our loading early July 4, 2014.

Grucci certified Pyrotechnicians will fire this firework display. We fully understand the rules and regulations for the City of Port Chester governing this display and we affirm that the display will be in accordance with these rules and regulations and NFPA - 1123 -2000.

We are attaching hereto our Insurance Certificate, Site Plan, Shell Count, Letter of Intent to Port Chester Fire Department and a copy of the FAA's letter of notification to this event. Please advise if you will notify the local Fire Department or will you require us to advise them of this event.

Please supply us the names and contact numbers we can reach the person who will be calling the start of the fireworks, contact at display site during the day, contact for security if needed during the set-up, and the local Fire Dept. Contact and number. Thank you for your assistance

If you should require any other documentation please advise me as soon as possible.

We look forward to producing a safe and effective visual experience for all and if a formal permit will be issued for this event we ask that a copy please be faxed to us for our file.

Sincerely,

*Edward Rubio*  
Edward Rubio  
Logistics Manager

Fireworks by Grucci, Inc.  
20 Pinehurst Drive  
Bellport, NY 11713

Office #: (631) 286-0088  
Fax #: (631) 286-9036  
E-mail: ERubio@grucci.com

**THE FIRST FAMILY OF FIREWORKS**

May 7, 2014

Port Chester Fire Department  
209 Westchester Ave.  
Port Chester, N.Y. 10573  
Phone 914-939-8574  
Fax 914-939-3827



To Whom It May Concern:

**"Letter of Intent for a Fireworks Display"**

Please be advised that we have been contracted to perform a public display of fireworks at the Port Chester High School, Port Chester, NY, for the Annual Independence Day Celebration on July 4, 2014 with a Rain Date of July 5, 2014 at 9:15 PM. A copy of this packet has been sent to the Village Clerk.

We will display a 16-17 minute event with UN0335 Fireworks (1.3 G & 1.4G Explosives) with a maximum Device size not to exceed 4". We will begin our loading early July 4, 2014.

Grucci certified Pyrotechnicians will fire this firework display. We fully understand the rules and regulations for the City of Port Chester governing this display and we affirm that the display will be in accordance with these rules and regulations and NFPA - 1123 -2000.

We are attaching hereto our Insurance Certificate, Site Plan and a copy of the FAA's letter of notification to this event. Please advise if you will advise the local Fire Department or will you require us to advise them of this event.

In order for us to fully service you please provide us the following:

- Name and numbers of the local Fire Dept. Contact

If you should require any other documentation please advise as soon as possible.

We look forward to producing a safe and effective visual experience for all and if a formal permit will be issued for this event we ask that a copy please be faxed to us for our file.

Sincerely,

*Edward Rubio*  
Edward Rubio  
Logistics Manager

Fireworks by Grucci, Inc.  
20 Pinehurst Drive  
Bellport, NY 11713

Office #: (631) 286-0088  
Fax #: (631) 286-9036  
E-mail: ERubio@grucci.com

**THE FIRST FAMILY OF FIREWORKS**

OFFICE USE ONLY		
<input checked="" type="radio"/> Original	<input type="radio"/> Amended	Date _____

State of New York  
 Executive Department  
 Division of Alcoholic Beverage Control  
 State Liquor Authority

**Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board**

(Page 1 of 2 of Form)

MAY 1 2014  
 Village Clerk  
 VILLAGE OF PORT CHESTER

1. Date Notice was Sent: (mm/dd/yyyy)

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcohol Beverage License

- New Application  Renewal  Alteration  Corporate Change

**This 30-Day Advance Notice is Being Provided to the Clerk of the following Local Municipality or Community Board**

3. Name of Municipality or Community Board

**Applicant/Licensee Information**

4. License Serial Number, if not a New Application:  Expiration Date, if not a New Application:

5. Applicant or Licensee Name:

6. Trade Name (if any):

7. Street Address of Establishment:

8. City, Town or Village:  ,NY Zip Code:

9. Business Telephone Number of Applicant/Licensee:

10. Business Fax Number of Applicant/Licensee:

11. Business E-mail of Applicant/Licensee:

**For New applicants, provide description below using all information known to date.  
 For Alteration applicants, attach complete description and diagram of proposed alteration(s).  
 For Current Licensees, set forth approved Method of Operation only.  
 Do Not Use This Form to Change Your Method of Operation.**

12. Type(s) of Alcohol sold or to be sold: ("X" One)  Beer Only  Wine & Beer Only  Liquor, Wine & Beer

13. Extent of Food Service: ("X" One)  Restaurant (Sale of food primarily; Full food menu; Kitchen run by chef)  Tavern/Cocktail Lounge/Adult Venue/Bar (Alcohol sales primarily; Meets legal minimum food availability requirements)

14. Type of Establishment: ("X" all that apply)

Recorded Music  Live Music  Disc Jockey  Juke Box  Karaoke Bar  Stage Shows  
 Patron Dancing (small scale)  Cabaret, Night Club (Large Scale Dance Club)  Catering Facility  
 Capacity of 600 or more patrons  Topless Entertainment  Restaurant  Hotel  
 Recreational Facility (Sports Facility/Vessel)  Club (e.g. Golf Club/Fraternal Org.)  Bed & Breakfast  
 Seasonal Establishment

15. Licensed Outdoor Area: ("X" all that apply)

None  Patio or Deck  Rooftop  Garden/Grounds  Freestanding Covered Structure  
 Sidewalk Cafe  Other (specify):

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

State of New York  
 Executive Department  
 Division of Alcoholic Beverage Control  
 State Liquor Authority

**Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board**

(Page 2 of 2 of Form)

16. List the floor(s) of the building that the establishment is located on:

17. List the room number(s) the establishment is located in within the building, if appropriate:

18. Is the premises located with 500 feet of three or more on-premises liquor establishments?  Yes  No

19. Will the license holder or a manger be physically present within the establishment during all hours of operation?  Yes  No

20. Does the applicant or licensee own the building in which the establishment is located? ("X" One)  Yes (If Yes SKIP 21-24)  No

**Owner of the Building in Which the Licensed Establishment is Located**

21. Building Owner's Full Name:

22. Building Owner's Street Address:

23. City, Town or Village:  State:  Zip Code:

**Attorney Representing the Applicant in Connection with the Applicant's License Application Noted as Above for the Establishment Identified in this Notice**

25. Attorney's Full Name:

26. Attorney's Street Address:

27. City, Town or Village:  State:  Zip Code:

28. Business Telephone Number of Attorney:

29. Business Email Address of Attorney:

I am the applicant or hold the license or am a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

30. Printed Name:  Title:

Signature:  

**Sileo, Vita**

---

**From:** Miley, Peter  
**Sent:** Monday, May 05, 2014 10:20 AM  
**To:** Sileo, Vita  
**Subject:** RE: Liquor License New Application -Makondo Restaurant and Bakery

No CO, failed Fire Inspection, I do not recommend

*Peter J. Miley  
Building Inspector  
Director of Code Enforcement  
Village of Port Chester New York 10573  
914-939-5203  
[pmiley@portchesterny.com](mailto:pmiley@portchesterny.com)*

---

**From:** Sileo, Vita  
**Sent:** Friday, May 02, 2014 2:24 PM  
**To:** Miley, Peter; Telesca, John  
**Subject:** Liquor License New Application -Makondo Restaurant and Bakery

I have attached a copy of the notice regarding the above-named establishment's new application for a liquor license.

I am forwarding this notice for your review and recommendation.

*Vita Sileo  
Deputy Village Clerk*

Village of Port Chester  
222 Grace Church Street  
Port Chester, NY 10573  
Phone: 914-939-5226  
Fax: 914-305-2560

**Sileo, Vita**

---

**From:** Captain Telesca, John <JTelesca@vpcpd.com>  
**Sent:** Friday, May 16, 2014 1:16 PM  
**To:** Sileo, Vita  
**Subject:** RE: Liquor License New Application -Makondo Restaurant and Bakery

The PD has no issue with the paperwork submitted.

**From:** Sileo, Vita [<mailto:VSileo@PortChesterNY.com>]  
**Sent:** Friday, May 16, 2014 1:12 PM  
**To:** Captain Telesca, John  
**Subject:** FW: Liquor License New Application -Makondo Restaurant and Bakery

**From:** Sileo, Vita  
**Sent:** Friday, May 02, 2014 2:31 PM  
**To:** Miley, Peter; Telesca, John  
**Subject:** Liquor License New Application -Makondo Restaurant and Bakery

I have attached a copy of the notice regarding the above-named establishment's new application for a liquor license.

I am forwarding this notice for your review and recommendation.

*Vita Sileo*  
*Deputy Village Clerk*

Village of Port Chester  
222 Grace Church Street  
Port Chester, NY 10573  
Phone: 914-939-5226  
Fax: 914-305-2560

---

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

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

Dear Mayor Pagano and Board of Trustees:

I'm writing to request formal permission for use of the roadways through the Village of Port Chester. Police officers are required at 7 posts during the bike portions of the triathlon taking place on Sunday September 21, 2014. My records indicate the intersections for police posts are as follows:

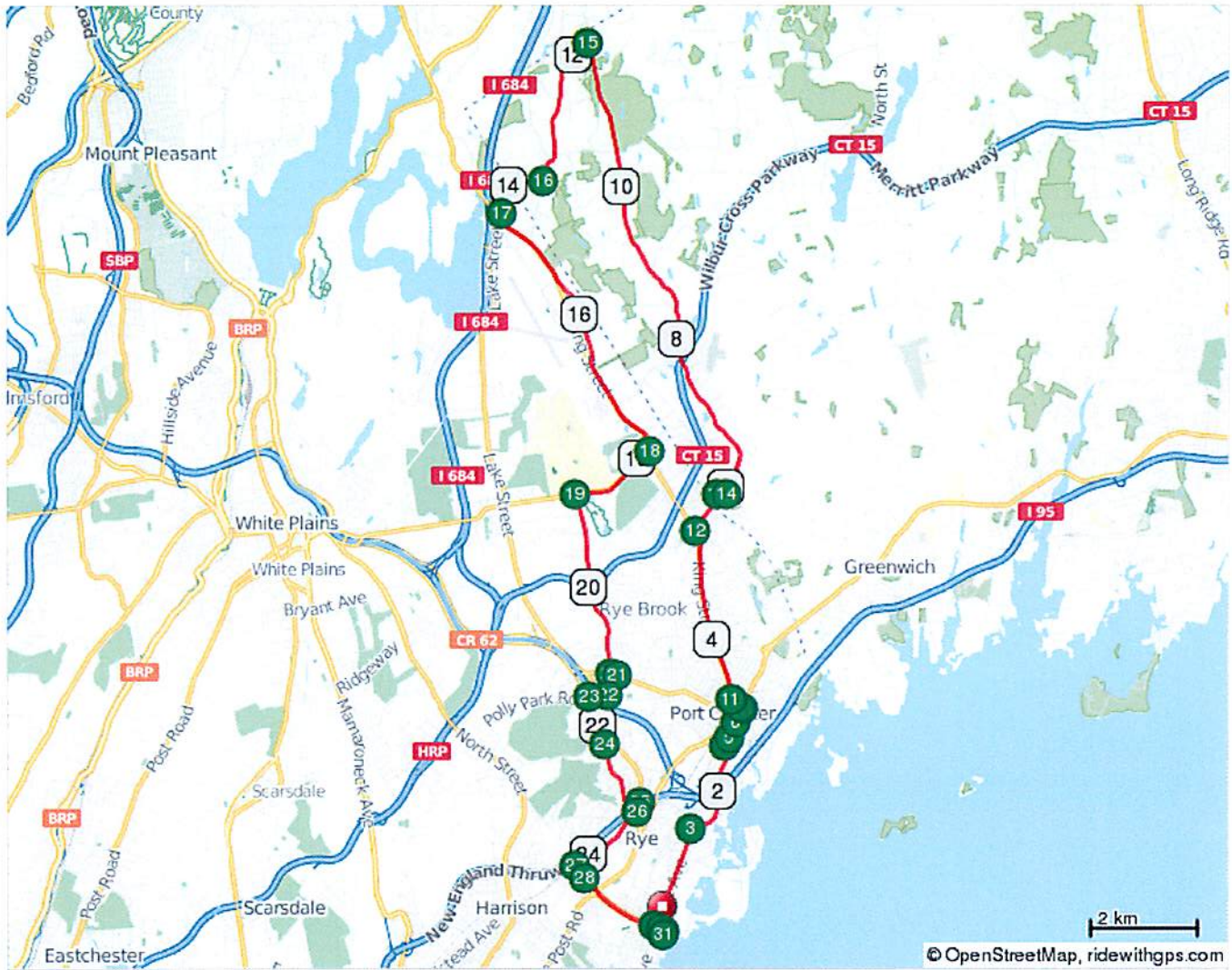
Grace Church /Midland/Don Bosco  
Don Bosco/Purdy  
Don Bosco/Westchester/Abendroth  
Abendroth/Willett  
Willett/Main  
King/Willett  
King/Putnam

I would be honored if you would grant us permission to use the roads for the race on Sunday September 21, 2014. I look forward to working with Sgt. Vaccaro and the rest of the staff. Insurance certificates for the Event will follow within the next week. The race is sold out once again and we are expecting over 1200 athletes on that Sunday.

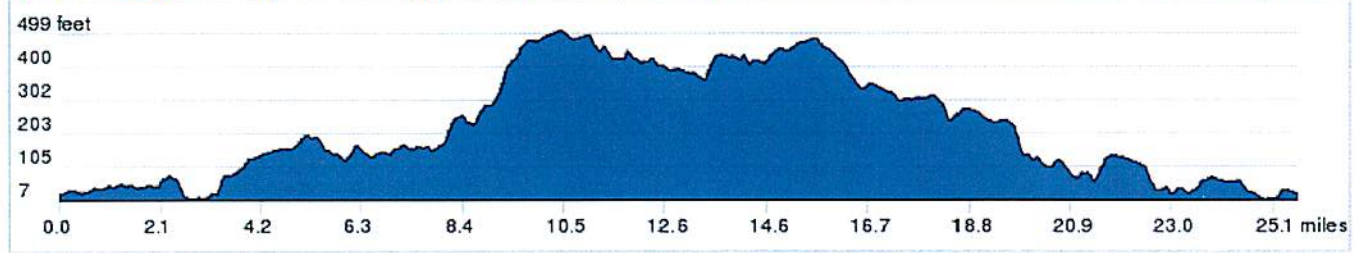
Sincerely,

Eric Opdyke  
Race Director  
Westchester Triathlon  
P: 203-981-6340  
E: [eric@rev3tri.com](mailto:eric@rev3tri.com)

# 2013 Westchester Bike

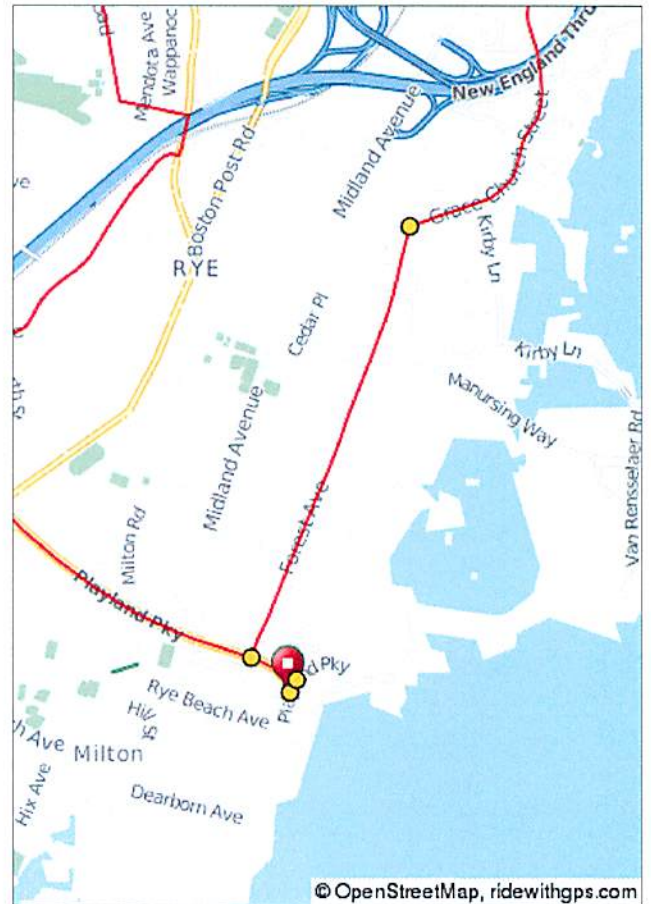


Distance: 25.6 mi  
 Elevation: + 1394 / - 1394 ft  
 Pavement: normal pavement  
 Good For: cycling



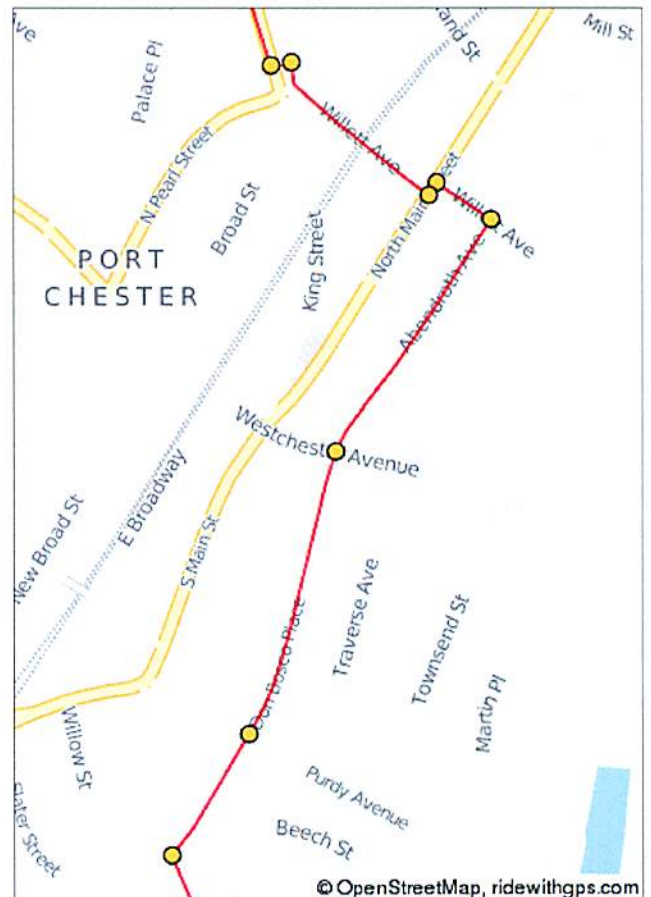
## 2013 Westchester Bike

0.0	➤	Start of route
0.0	←	L to stay on Playland Pkwy
0.2	→	R onto Forest Ave
1.4	→	R onto Grace Church St



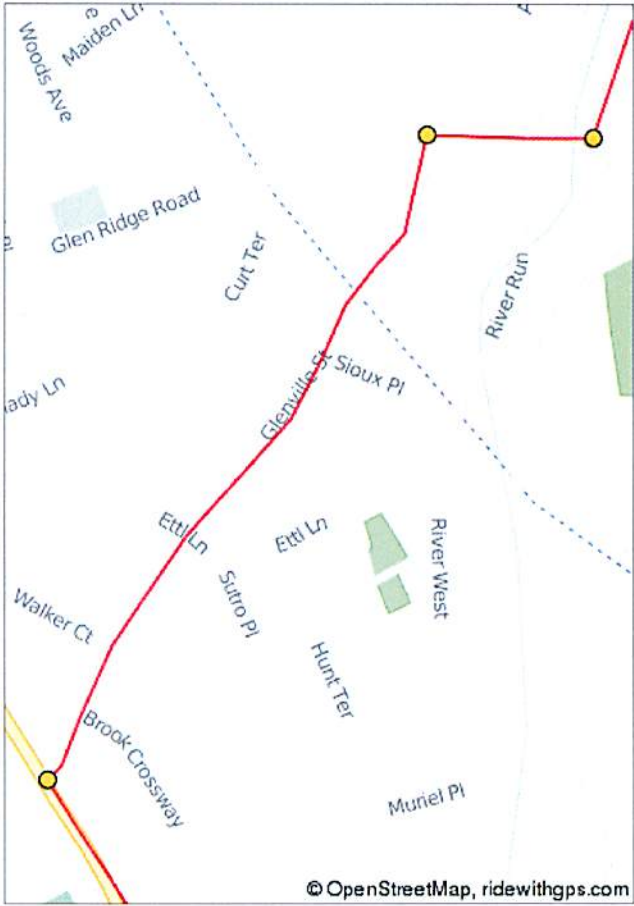
1.4 miles. +41/-18 feet

2.6	→	R onto Don Bosco Pl
2.7	↑	Continue onto Brickoven Rd
2.9	↑	Continue onto Abendroth Ave
3.1	←	L onto Willett Ave
3.1	←	L onto N Main St
3.1	→	R onto Willett Ave
3.3	←	L toward King St
3.3	→	R onto King St



1.9 miles. +21/-5 feet

5.3	→	R onto Glenville St
5.8	→	R to stay on Glenville St
5.9	←	L onto Riversville Rd



2.7 miles. +1/-66 feet

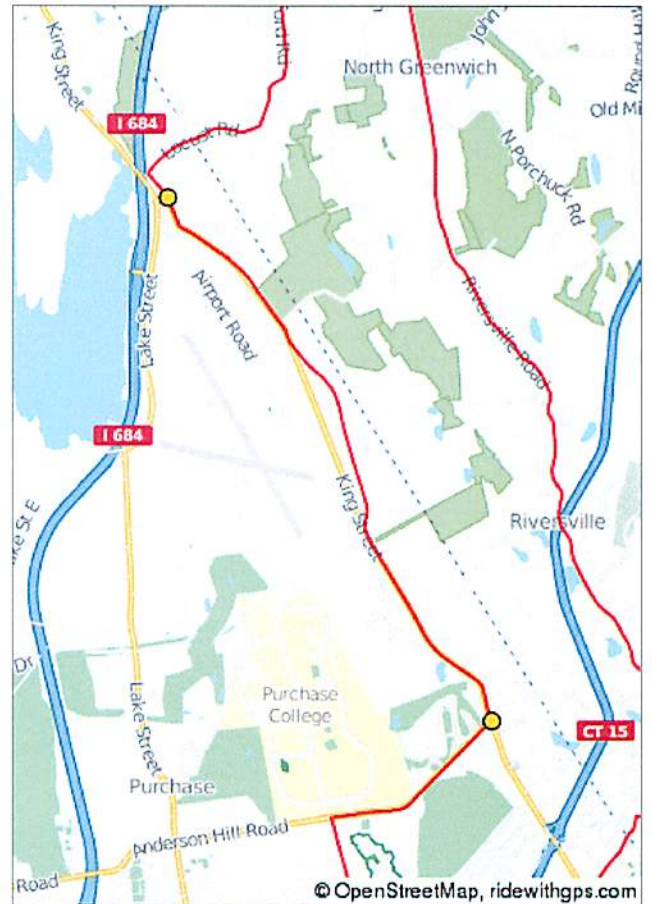
11.8	←	L onto Bedford Rd
13.6	→	Slight R onto Locust Rd



7.7 miles. +89/-96 feet

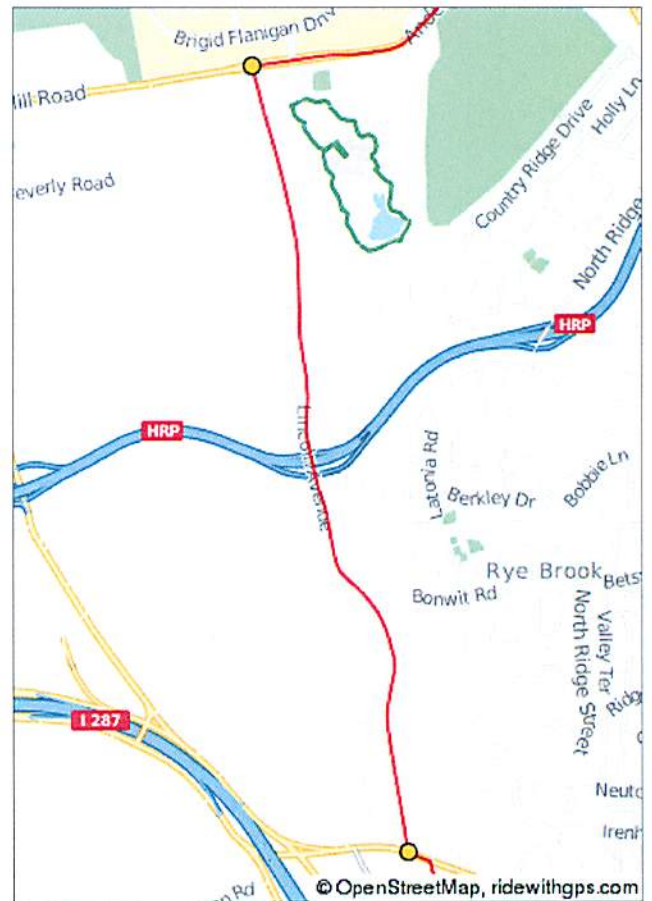
14.4	↑	Continue straight onto NY-120A S/King St
17.8	→	R onto Anderson Hill Rd

4.2 miles. +106/-216 feet

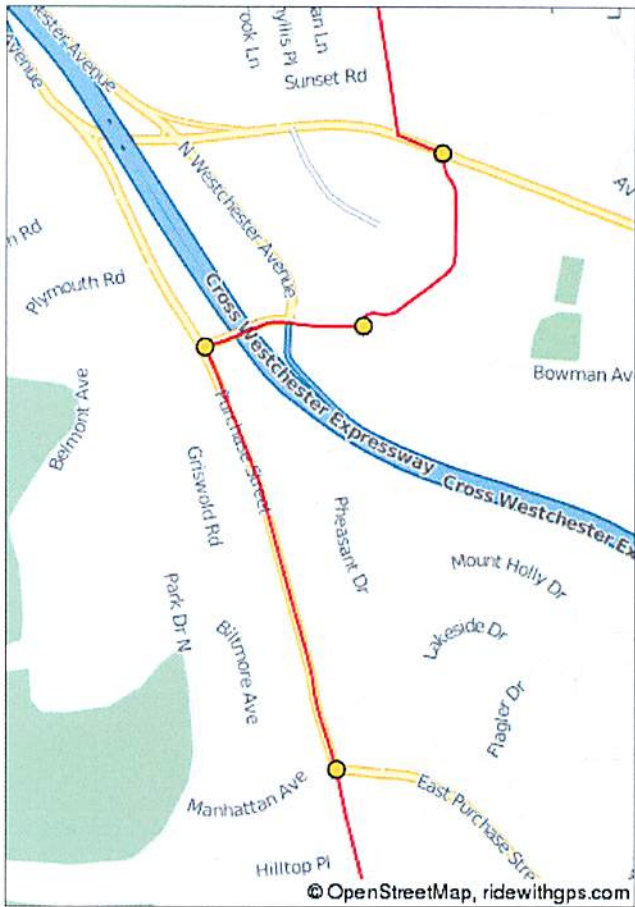


18.9	←	L onto Lincoln Ave
21.0	←	L onto Westchester Ave

3.2 miles. +30/-228 feet

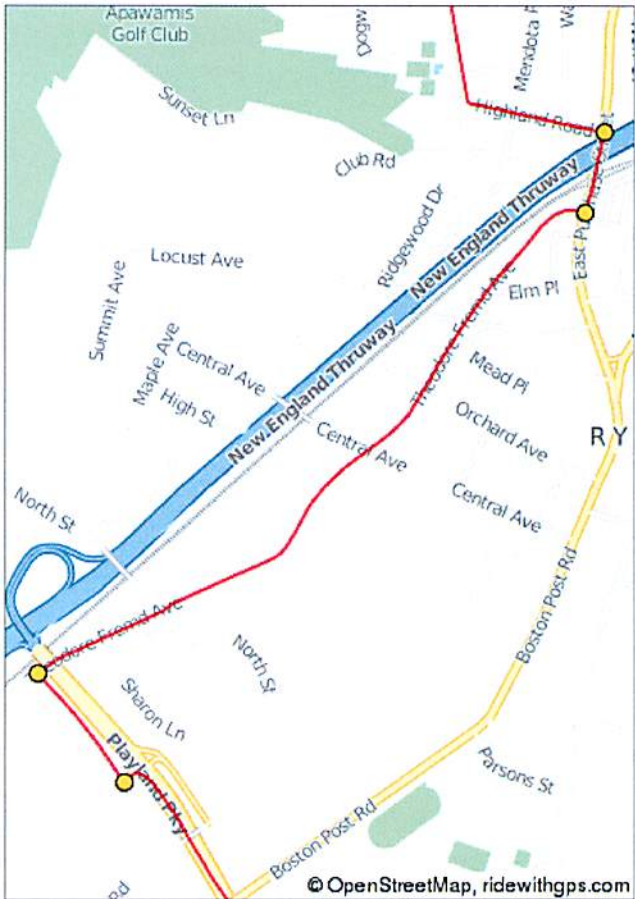


21.1	→	R
21.4	→	R onto Bowman Ave
21.6	←	L onto Purchase St
22.2	↑	Continue onto Highland Rd



1.2 miles. +85/-44 feet

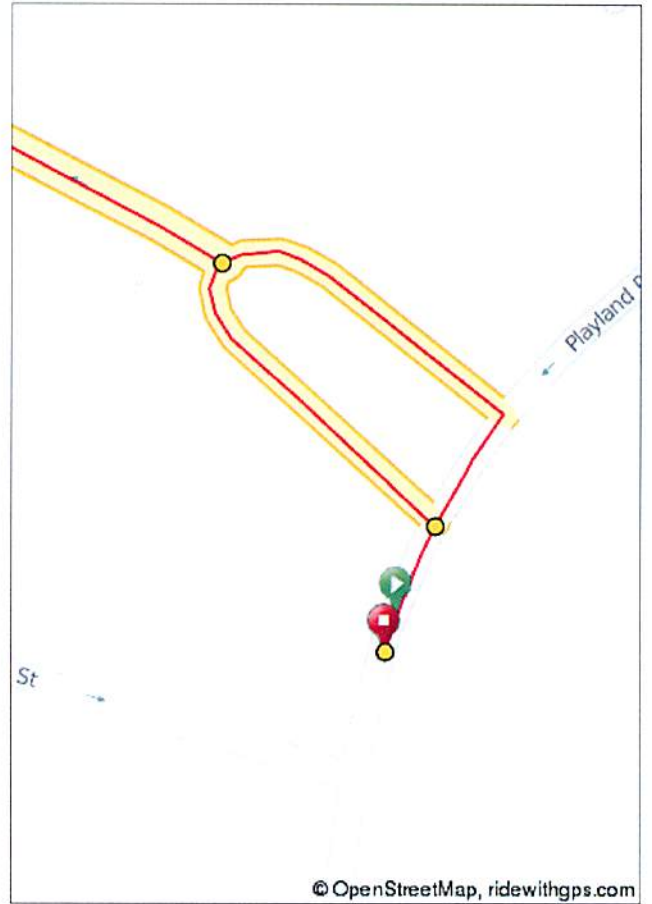
23.1	→	R onto Purchase St
23.2	→	R onto Theodore Fremd Ave
24.2	←	L onto Playland Access Dr
24.4	←	L to merge onto Playland Access Dr/Playland Pkwy



2.2 miles. +57/-29 feet

25.5	→	R to stay on Playland Pkwy
25.6	→	R to stay on Playland Pkwy
25.6	🚩	End of route

1.2 miles. +0/-1 feet



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

Dear Mayor Pagano and Board of Trustees:

I'm writing to request formal permission for use of the roadways through the Village of Port Chester. Police officers are required at 7 posts during the bike portions of the triathlon taking place on Sunday September 21, 2014. My records indicate the intersections for police posts are as follows:

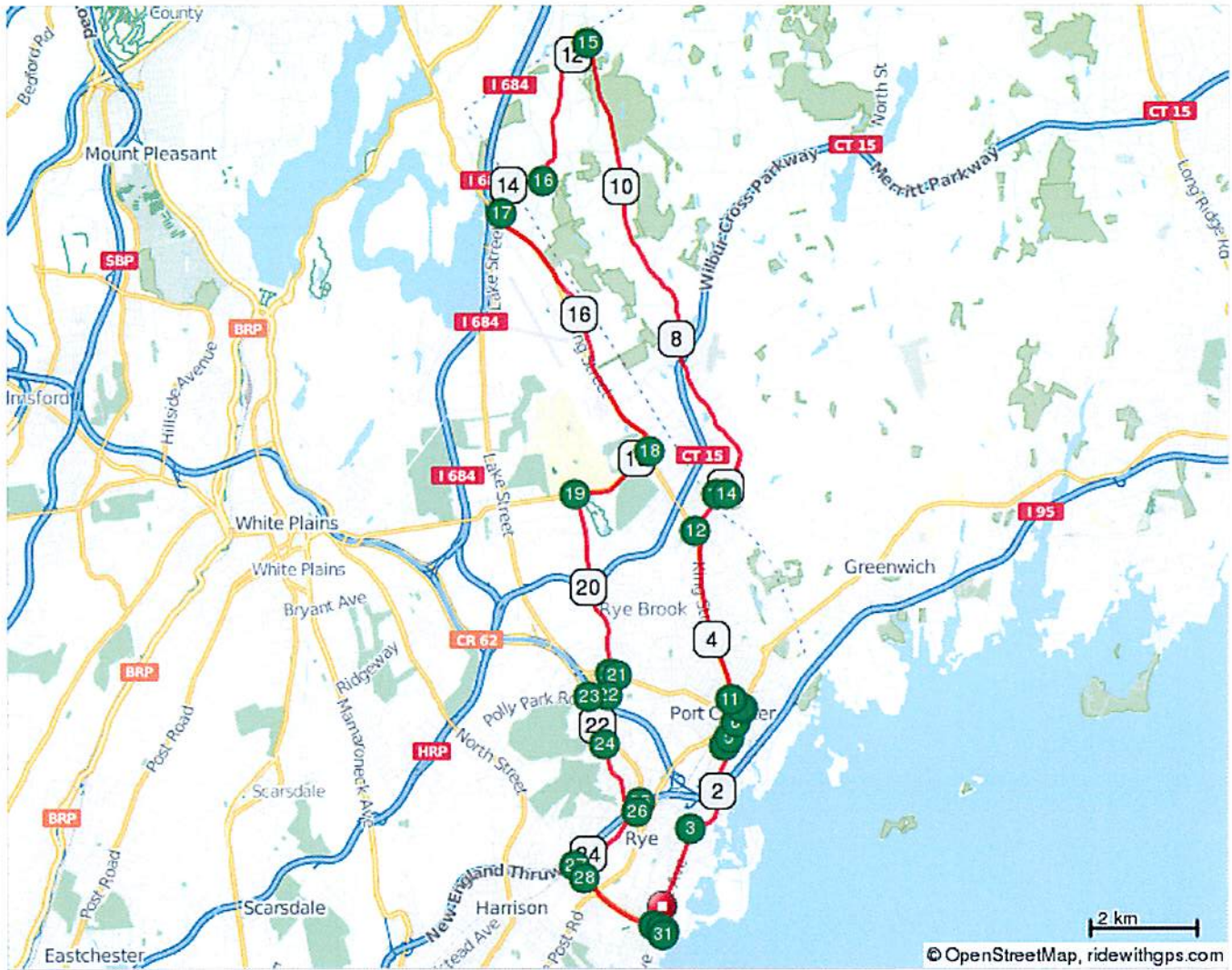
Grace Church /Midland/Don Bosco  
Don Bosco/Purdy  
Don Bosco/Westchester/Abendroth  
Abendroth/Willett  
Willett/Main  
King/Willett  
King/Putnam

I would be honored if you would grant us permission to use the roads for the race on Sunday September 21, 2014. I look forward to working with Sgt. Vaccaro and the rest of the staff. Insurance certificates for the Event will follow within the next week. The race is sold out once again and we are expecting over 1200 athletes on that Sunday.

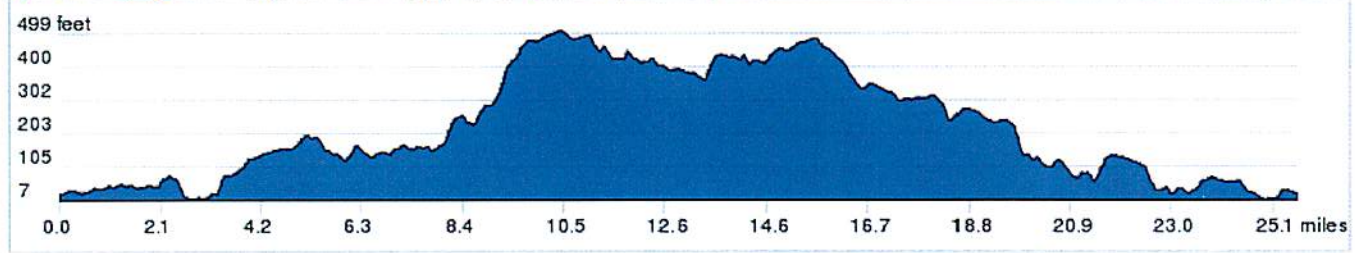
Sincerely,

Eric Opdyke  
Race Director  
Westchester Triathlon  
P: 203-981-6340  
E: [eric@rev3tri.com](mailto:eric@rev3tri.com)

# 2013 Westchester Bike

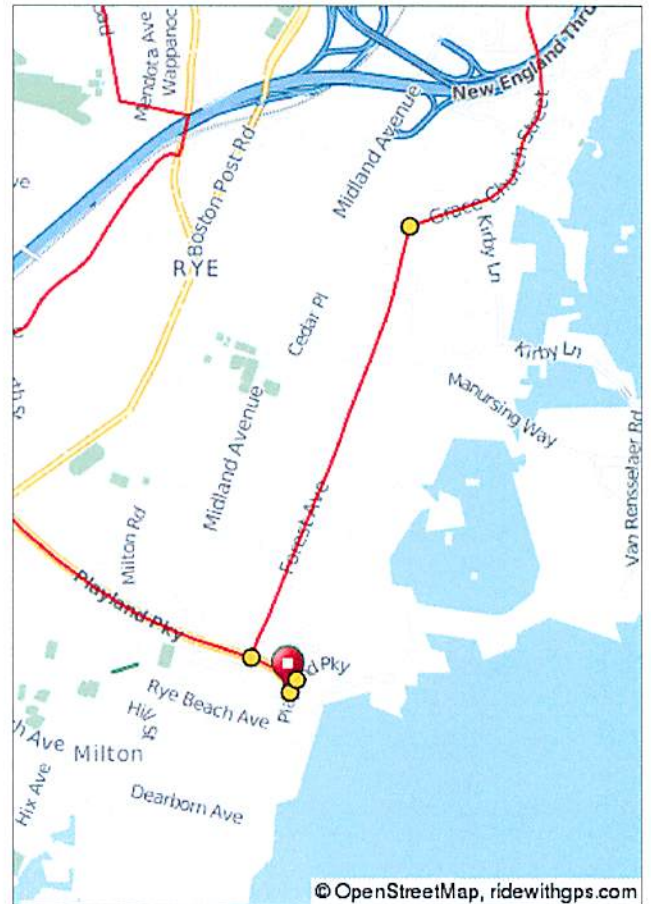


Distance: 25.6 mi  
 Elevation: + 1394 / - 1394 ft  
 Pavement: normal pavement  
 Good For: cycling



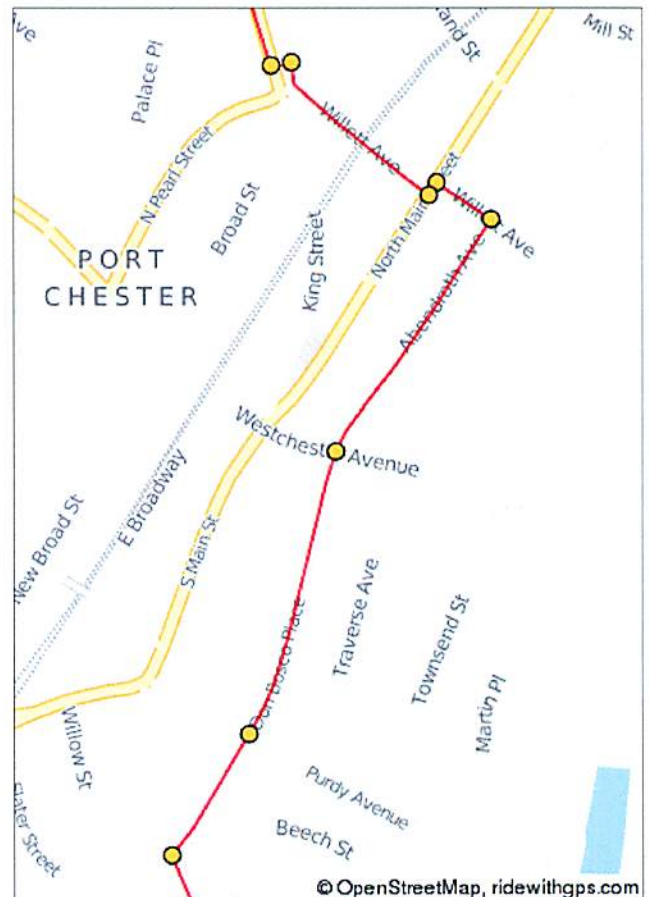
## 2013 Westchester Bike

0.0	🚩	Start of route
0.0	←	L to stay on Playland Pkwy
0.2	→	R onto Forest Ave
1.4	→	R onto Grace Church St



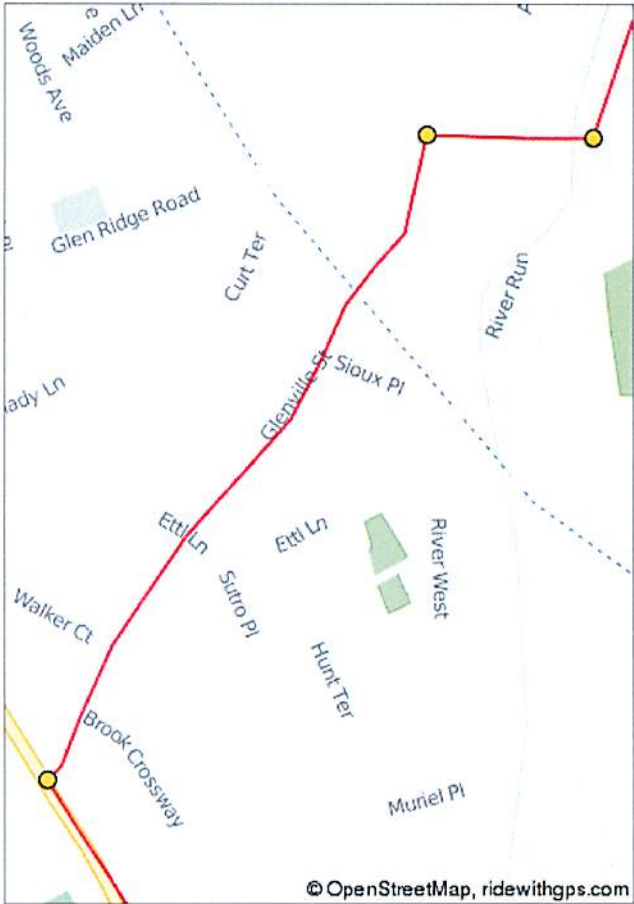
1.4 miles. +41/-18 feet

2.6	→	R onto Don Bosco Pl
2.7	↑	Continue onto Brickoven Rd
2.9	↑	Continue onto Abendroth Ave
3.1	←	L onto Willett Ave
3.1	←	L onto N Main St
3.1	→	R onto Willett Ave
3.3	←	L toward King St
3.3	→	R onto King St



1.9 miles. +21/-5 feet

5.3	→	R onto Glenville St
5.8	→	R to stay on Glenville St
5.9	←	L onto Riversville Rd



2.7 miles. +1/-66 feet

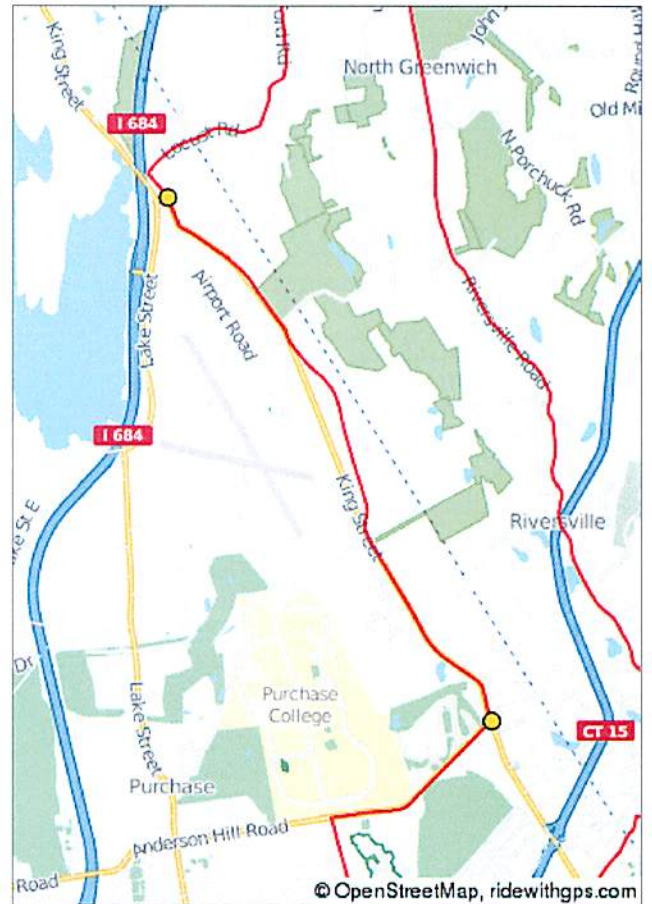
11.8	←	L onto Bedford Rd
13.6	→	Slight R onto Locust Rd



7.7 miles. +89/-96 feet

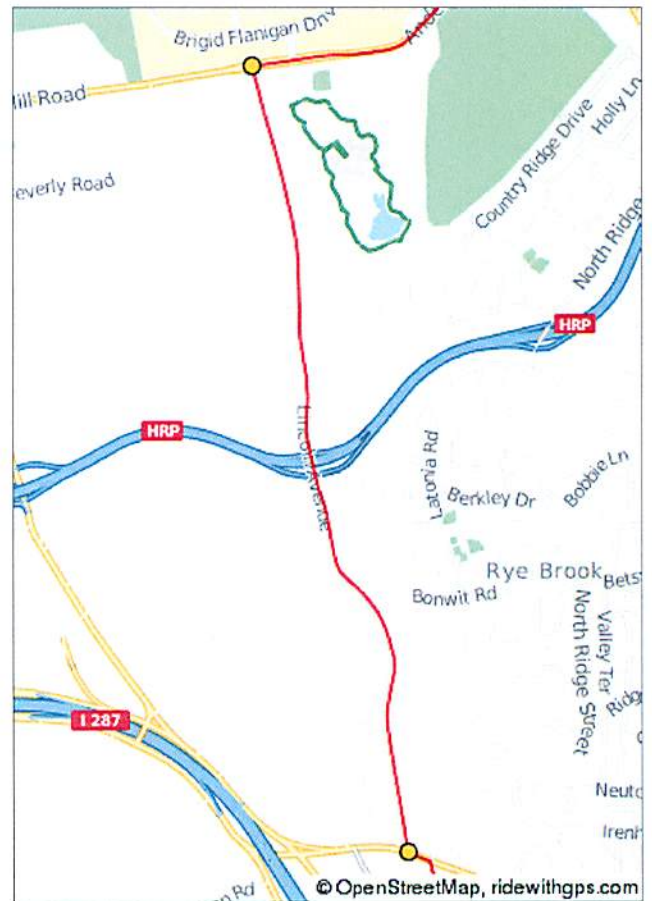
14.4	↑	Continue straight onto NY-120A S/King St
17.8	→	R onto Anderson Hill Rd

4.2 miles. +106/-216 feet

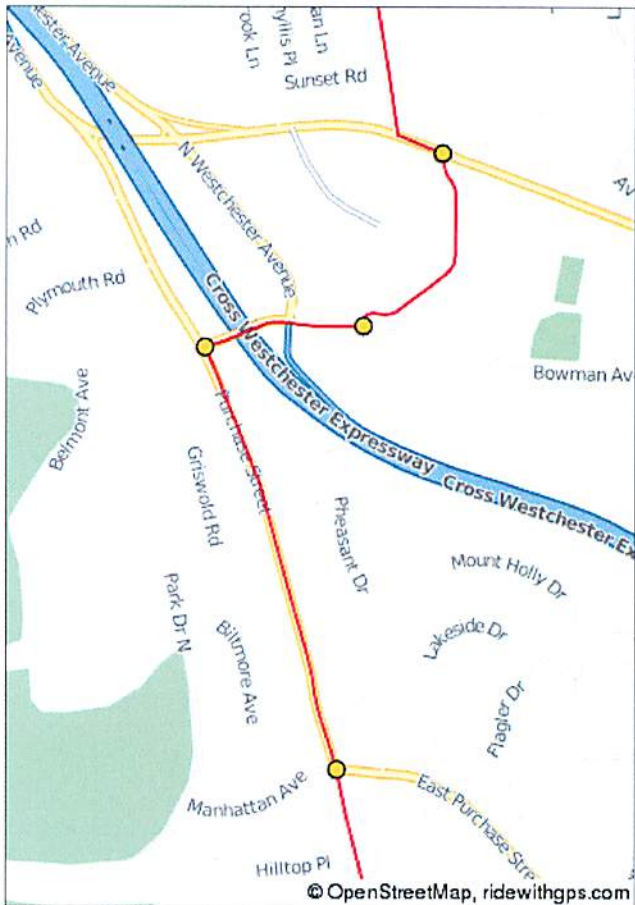


18.9	←	L onto Lincoln Ave
21.0	←	L onto Westchester Ave

3.2 miles. +30/-228 feet

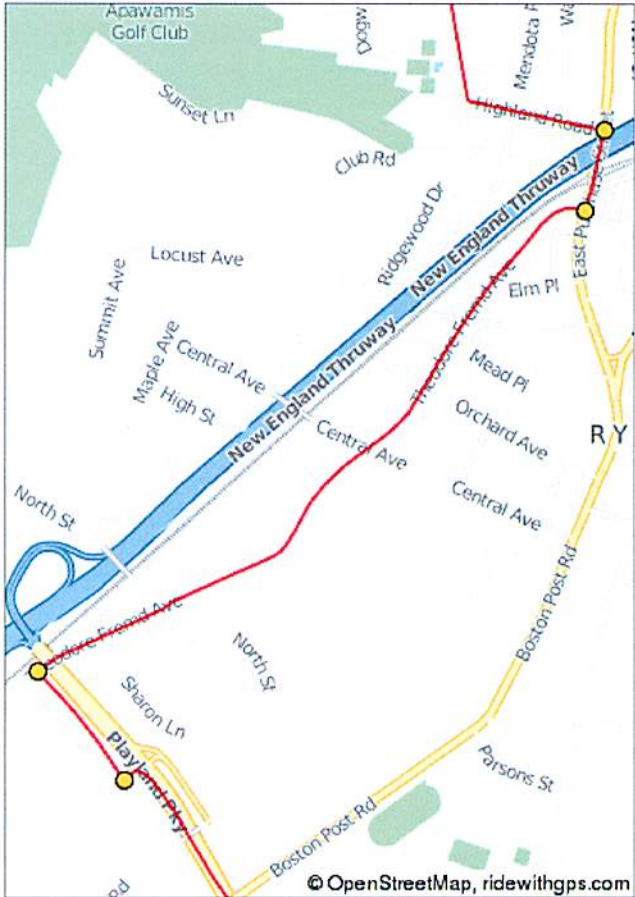


21.1	→	R
21.4	→	R onto Bowman Ave
21.6	←	L onto Purchase St
22.2	↑	Continue onto Highland Rd



1.2 miles. +85/-44 feet

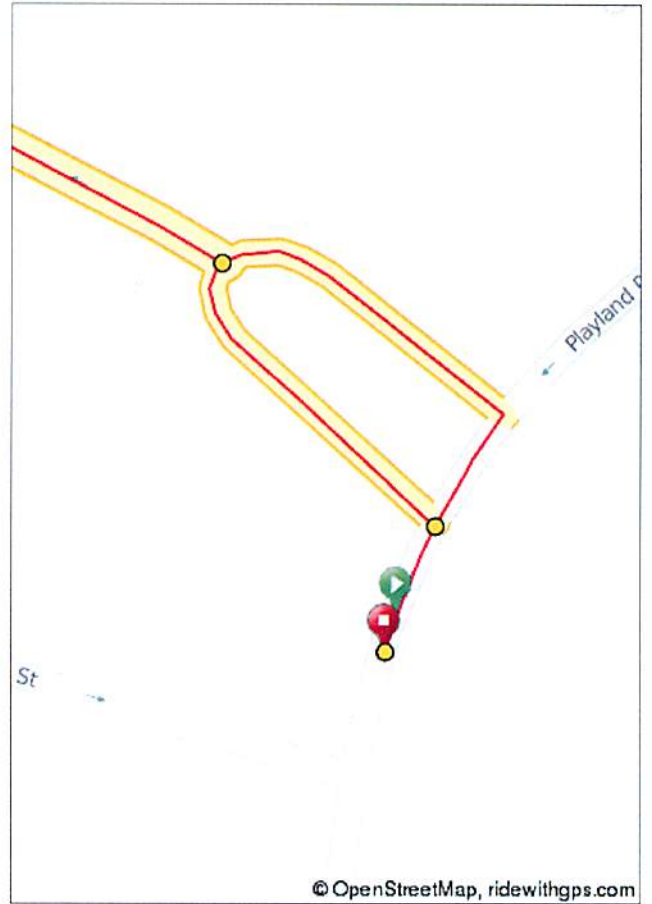
23.1	→	R onto Purchase St
23.2	→	R onto Theodore Fremd Ave
24.2	←	L onto Playland Access Dr
24.4	←	L to merge onto Playland Access Dr/Playland Pkwy



2.2 miles. +57/-29 feet

25.5	→	R to stay on Playland Pkwy
25.6	→	R to stay on Playland Pkwy
25.6	🚩	End of route

1.2 miles. +0/-1 feet



# CERTIFICATE OF INSURANCE

DATE: 9/3/2013

CERTIFICATE NUMBER: 20130903196791

**AGENCY:**

ESIX Entertainment & Sports Insurance eXperts  
5660 New Northside Drive, Suite 640  
Atlanta, GA 30328  
Phone: (678) 324-3300 Fax: (678) 324-3303

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**NAMED INSURED:**

USA Triathlon  
5825 Delmonico Drive  
Colorado Springs CO 80919-2401

Eric Opdyke

**INSURERS AFFORDING COVERAGE:**

INSURER A: AXIS Insurance Company (NAIC# 37273)

**EVENT INFORMATION:**

Westchester Triathlon (9/28/2013 - 9/29/2013)

**POLICY/COVERAGE INFORMATION:**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	X COMMERCIAL GENERAL LIABILITY	AXGL05100260-12	12/1/2012 12:01 AM	12/1/2013 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$2,000,000
	X Occurrence				EACH OCCURRENCE \$1,000,000
	X Participant Legal Liability				DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:**

The certificate holder is an additional insured, where required by written contract or written agreement, but only with respect to the operations of the named insured, and subject to the provisions and limitations of form CG2026 - Additional Insured - Designated Person or Organization, but only with respect to the USAT sanctioned or approved event specified on this certificate.

**CERTIFICATE HOLDER:**

Village of Port Chester, their board members, employees &/or volunteers  
222 Grace Church Street  
Port Chester NY 10573

**NOTICE OF CANCELLATION:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE:**

UPDATED INSURANCE WILL BE  
AVAILABLE WITHIN 6 WEEKS.



The American Legion  
**Port Chester Post 93**  
Department of New York  
78 Pearl Street  
Port Chester, NY 10573  
Unity and Service for America

May 6, 2014

Honorable Mayor Pagano  
& Board Of Trustees, Village of Port Chester  
222 Grace Church Street  
Port Chester, NY. 10573

Dear Honorable Mayor and Trustees:

The American Legion is completing plans for the 2014 Memorial Day Ceremonies and parade on Monday May 26 2014. We will hold ceremonies at Memorial Park at the corner of Westchester Ave and No Regent St At.11:00 A.M. with a parade to follow at 12:00P.M.

We are asking for permission from the board of trustees of the village of Port Chester to hold said ceremonies and parade to start on the top of Westchester Ave. and proceed down Westchester Ave to Broad St.

Sincerely,

Bill Chiappetta  
Adjutant



**The American Legion**  
**Port Chester Post 93**  
**Department of New York**  
78 Pearl Street  
Port Chester, NY 10573  
914-937-5562  
Unity and Service for America

**ANNUAL MEMORIAL DAY OBSERVANCES AND PARADE MONDAY, MAY 26 2014**

Of Port Chester Rye Brook Town of Rye

**THE DAY WILL BEGIN AT 8:45 A.M.**

WITH A MEMORIAL SERVICE AT THE VILLAGE MARINA TO HONOR THOSE SERVICEMEN WHO SERVED AND DIED AT SEA. COLOR GUARD TEAM FIREING AND FLOWERS WILL BE STREWN UPON THE WATER THEN TAPS WILL BE PLAYED

**AT 9:00 A.M.** COLOR GUARD AND FIREING TEAM THEN TAPS AT WILLIAM JAMES MEMORIAL GATEWAY PARK ON NO. MAIN ST

**AT 9:15 A.M.** COLOR GUARD AND FIREING TEAM THEN TAPS AT VIETNAM WAR MEMORIAL AND POLICE MEMORIAL LYONS PARK CORNER OF KING ST AND PUTNAM AVE

**AT 9:30 A.M.** COLOR GUARD AND FIREING TEAM THEN TAPS AT SPANISH WAR MEMORIAL IN SUMMER FIELD PARK KING ST AND WILLET AVE

**AT 9:45 A.M.** COLOR GUARD AND FIREING TEAM THEN TAPS AT CIVIL WAR MEMORIAL CORNER POST RD AND PEARL ST

**AT 10:00 A.M.** FIREING TEAM AT AMERICAN LEGION POST 93 ON PEARL ST

**AT 10:30 A.M.** COLOR GUARD AND FIREING TEAM THEN TAPS AT PORT CHESTER FIRE DEPT HEADOUATERS ON WESTCHESTER AVE

**AT 10:45 A.M.** COLOR GUARD AND FIREING TEAM THEN TAPS AT KOREAN WAR MEMORIAL AT CRAWFORD PARK OFF RIDGE ST RYE BROOK .

**AT 11 A.M.** CEREMONIES WILL BEGIN AT VETARNS MEMORIAL PARK AT NORTH REGENT AND WESTCHESTER AVE. AFTER CEREMONIES THERE WILL BE A PARADE DOWN WESTCHESTER AVE

William P. Chiappetta  
Adjutant  
914-819-2945

# WESTCHESTER COUNTY RENT GUIDELINES BOARD

c/o NYS Homes and Community Renewal

75 South Broadway, 3<sup>rd</sup> Floor  
White Plains, New York 10601

Telephone 914-948-4434



Jane Morgenstern, Chair

## Members

Eddie Mae Barnes

Kenneth J. Finger, Esq.

Ian Joseph

Carol Ann Kope

Genevieve H. Roche, Esq.

Elsa Rubin

Joseph G. Whelan, Jr., CPA

Rev. Emma Jean Loftin-Woods

## NOTICE OF PUBLIC MEETING

**DATE:** Tuesday, May 27, 2014

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

**PLACE:** New York State Division of Housing & Community Renewal  
75 South Broadway, 3<sup>rd</sup> Floor  
White Plains, New York 10601

## AGENDA

1. Call to order.
2. Review of the minutes of the March 17, 2014 meeting.
3. Review and discussion of DHCR schedules and data.
4. New business.
5. Adjournment.

For additional information please contact: Robert Rodriguez  
[rrodriguez@nyshcr.org](mailto:rrodriguez@nyshcr.org)  
(914) 948-4434

Date: May 7, 2014

# WESTCHESTER COUNTY RENT GUIDELINES BOARD

c/o NYS Homes and Community Renewal

75 South Broadway, 3<sup>rd</sup> Floor

White Plains, New York 10601

Telephone 914-948-4434

Received

MAY 13 2014

Village Clerk  
VILLAGE OF PORT CHESTER

Jane Morgenstern, Chair

## Members

Eddie Mae Barnes

Kenneth J. Finger, Esq.

Ian Joseph

Carol Ann Kope

Genevieve H. Roche, Esq.

Elsa Rubin

Joseph G. Whelan, Jr., CPA

Rev. Emma Jean Loftin-Woods

## NOTICE OF PUBLIC HEARINGS

The Westchester County Rent Guidelines Board will hold public hearings to take testimony and evidence pertaining to the Board's setting of guideline rates of rent adjustment for housing accommodations within its jurisdiction, subject to the Emergency Tenant Protection Act of 1974 (ETPA), for leases commencing between October 1, 2014 and September 30, 2015, as follows:

**DATE:** Monday, June 2, 2014  
**TIME:** 7:00 PM  
**PLACE:** City Hall, Memorial Room  
1 Roosevelt Square  
Mount Vernon, New York

**DATE:** Tuesday, June 3, 2014  
**TIME:** 7:00 PM  
**PLACE:** Riverfront Library  
1 Larkin Center,  
Yonkers, New York

**DATE:** Monday, June 9, 2014  
**TIME:** 7:00 PM  
**PLACE:** Ceremonial Court Room, 1<sup>st</sup> Floor  
111 Dr. Martin Luther King Jr. Boulevard  
White Plains, New York

## NOTICE OF PUBLIC MEETINGS

**DATE:** Monday, June 16, 2014  
**TIME:** 7:00 PM  
**PLACE:** Ceremonial Court Room, 1<sup>st</sup> Floor  
111 Dr. Martin Luther King Jr. Boulevard  
White Plains, New York  
**PURPOSE:** For the presentation of the positions of the Tenant and Owner members of the Board, and discussion therein.

**DATE:** Monday, June 23, 2014  
**TIME:** 7:00 PM  
**PLACE:** Ceremonial Court Room, 1<sup>st</sup> Floor  
111 Dr. Martin Luther King Jr. Boulevard  
White Plains, New York  
**PURPOSE:** For setting rent guidelines for the one-year period commencing on October 1, 2014.

For additional information please contact: Robert Rodriguez  
[rrodriguez@nyshcr.org](mailto:rrodriguez@nyshcr.org)  
(914) 948-4434

Date: May 12, 2014



PUTNAM ENGINE & HOSE CO., NO.2

Organized October 4, 1854

Incorporated May 17, 1954

P.O. Box 933, Port Chester, NY 10573

May 9, 2014

**VIA EMAIL & REGULAR MAIL**

VILLAGE OF PORT CHESTER

VILLAGE CLERK

222 Grace Church Street

Port Chester, NY 10573

[JRichards@portchesterny.com](mailto:JRichards@portchesterny.com)


Attn: Janusz R. Richards

Dear Mr. Richards:

As of our May 2014 meeting, the Putnam Engine & Hose, Company No.2, has voted into the company the following new member:

Alfredo Vargas Coyt  
20 Sands Street  
Port Chester, NY 10573

Sincerely yours,  
PUTNAM ENGINE & HOSE COMPANY, No. 2



Frank Cervinka  
Secretary

Enclosure

cc: President Robert Gerardi



*Companies:*

Reliance Engine & Hose  
No. 1

Putnam Engine & Hose  
No. 2

**Fire Department**  
**Village of Port Chester**

**WESTCHESTER COUNTY, N. Y.**



**Headquarters: Westchester Avenue and Ponings Street**

Harry Howard Hook &  
Ladder No. 1  
Port Chester Fire Patrol  
& Rescue Co., No. 1, Inc.  
Mellor Engine & Hose Co.  
No. 3  
Washington Engine & Hose  
Co. No. 4  
Brooksville Engine & Hose  
Co. No. 5

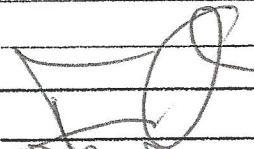
TO THE HONORABLE BOARD OF TRUSTEES OF THE VILLAGE PORT CHESTER, N.Y.:

The *Putnam Engine + Hose Co #2* respectfully reports that at a meeting held  
on *May, 2014* favorable action was taken on the following:

- Elected active members ALFREDO VARGAS-COYT
- Elected active exempt members \_\_\_\_\_
- Elected honorary members \_\_\_\_\_
- Members resigned \_\_\_\_\_
- Members expelled \_\_\_\_\_
- Members suspended \_\_\_\_\_
- Members died \_\_\_\_\_
- Badges returned (numbers) \_\_\_\_\_
- Remarks: \_\_\_\_\_

Secretary,

Address:

  
P.O. Box 933 Port Chester

**PARK AVENUE ELEMENTARY SCHOOL**

Port Chester, New York 10573  
(914) 934-7895 Fax (914) 939-9243

*Rosa I. Taylor, Principal*



*"Success For Every Student"*

---

May 7, 2014

Mayor Neil Pagano  
And Board Members  
Village of Port Chester  
222 Grace Church St.  
Port Chester, New York 10573

Dear Mayor and Board Members:

On Friday, June 6<sup>th</sup>, we have our annual Fun Day scheduled at Park Avenue School. This event will be held outdoors.

I am requesting that Park Avenue from Columbus Ave to College Ave be closed to vehicular traffic on Fun Day 9:00 A.M. through 2:00 P.M.

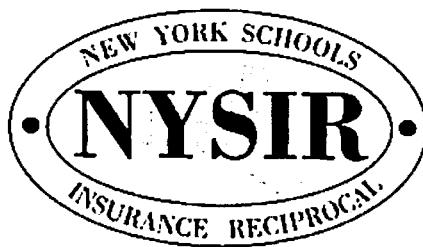
Also, on Monday, June 16<sup>th</sup>, we will be holding our Fifth Grade Moving up Ceremony outdoors on Park Avenue.

I am requesting that Park Avenue from Columbus Ave to College Ave be closed to vehicular traffic from 9:00am to 12pm

On behalf of our school community, I thank you for considering the request.

Cordially,  
*Rosa I Taylor*  
Rosa I. Taylor  
Principal

cc: Dr. Edward Kliszus



The New York Schools Insurance Reciprocal  
333 Earle Ovington Blvd. • Uniondale NY, 11553 • (516) 227 3355 • (800) 476-9747 • Fax: (516) 227-2352

Named Insured <b>Port Chester-Rye UFSD</b>	Endorsement Number <b>25</b>	
Policy Number <b>SSPPCR001</b>	Policy Period <b>07/01/2013 - 07/01/2014</b>	Effective Date of Endorsement <b>05/07/2014</b>
Issued by (Name of Insurance Company) <b>NEW YORK SCHOOLS INSURANCE RECIPROCAL</b>		

**THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY**

In consideration of no additional premium, it is hereby understood and agreed that the policy is amended as follows:

Form CG2026 has been amended to include the following as Additional Insured:

Village of Port- Chester  
222 Grace Church Street  
Port Chester, NY 10573

as respects to the use of premises/facilities for Port Chester-Rye UFSD Street Closing for Park Avenue School Fun Day on June 6, 2014.

as respects to the use of premises/facilities for Port Chester-Rye UFSD Street Closing for Park Avenue School 5th grade moving up ceremony on June 16,2014.

All other terms and conditions to remain the same.

Authorized Representative

# CERTIFICATE OF LIABILITY INSURANCE

05/07/2014

PRODUCER

**NEW YORK SCHOOLS INSURANCE RECIPROCAL**  
 333 Earle Ovington Blvd.  
 Uniondale NY, 11553

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

### INSURERS AFFORDING COVERAGE

INSURED

**Port Chester-Rye UFSD**  
 113 Bowman Avenue  
 Port Chester, NY 10573

INSURER A	NEW YORK SCHOOLS INSURANCE RECIPROCAL
INSURER B	
INSURER C	
INSURER D	
INSURER E	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	SSPPCR001	07/01/2013	07/01/2014	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ <b>1,000,000</b>
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ <b>5,000</b>
					PERSONAL & ADV INJURY \$ <b>1,000,000</b>
					GENERAL AGGREGATE \$ <b>UNLIMITED</b>
					PRODUCTS - COMP OP AGG \$ <b>1,000,000</b>
					COMBINED SINGLE LIMIT (Ea. Accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
	NON-OWNED AUTOS				AUTO ONLY AGG \$
A	<b>EXCESS LIABILITY</b>	ECLPCR001	07/01/2013	07/01/2014	EACH OCCURRENCE \$ <b>10,000,000</b>
	<input checked="" type="checkbox"/> OCCUR CLAIMS MADE				AGGREGATE \$ <b>UNLIMITED</b>
	DEDUCTIBLE				\$
	RETENTION \$				\$
	<b>SCHOOL BOARD LIABILITY</b>				OCCURRENCE \$
					AGGREGATE \$
					DEDUCTIBLE \$
	<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES EXCLUSIONS ADDED BY ENDORSEMENT SPECIAL PROVISIONS**

Certificate holder is named as Additional Insured only as respects to the use of premises/facilities for Port Chester-Rye UFSD Street Closing for Park Avenue School Fun Day on June 6, 2014.

CERTIFICATE HOLDER  ADDITIONAL INSURED

**Village of Port Chester**  
 222 Grace Church Street  
 Port Chester, NY 10573

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

05/07/2014

**PRODUCER**

**NEW YORK SCHOOLS INSURANCE RECIPROCAL**  
 333 Earle Ovington Blvd.  
 Uniondale NY, 11553

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURERS AFFORDING COVERAGE**

**INSURED**

**Port Chester-Rye UFSD**  
 113 Bowman Avenue  
 Port Chester, NY 10573

INSURER A: **NEW YORK SCHOOLS INSURANCE RECIPROCAL**  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	SSPPCR001	07/01/2013	07/01/2014	EACH OCCURRENCE \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$ 1,000,000	
					MED EXP (Any one person) \$ 5,000	
					PERSONAL & ADV INJURY \$ 1,000,000	
					GENERAL AGGREGATE \$ UNLIMITED	
					PRODUCTS - COMP/OP AGG \$ 1,000,000	
					<b>AUTOMOBILE LIABILITY</b>	COMBINED SINGLE LIMIT (Ea. Accident) \$
					<input type="checkbox"/> ANY AUTO	BODILY INJURY (Per person) \$
					<input type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (Per accident) \$
					<input type="checkbox"/> SCHEDULED AUTOS	PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> HIRED AUTOS						
<input type="checkbox"/> NON-OWNED AUTOS						
<b>GARAGE LIABILITY</b>						
<input type="checkbox"/> ANY AUTO	AUTO ONLY - EA ACCIDENT \$					
<input type="checkbox"/> NON-OWNED AUTOS	OTHER THAN AUTO ONLY: EA ACC \$					
	AGG \$					
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	ECLPCR001	07/01/2013	07/01/2014	EACH OCCURRENCE \$ 10,000,000	
	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AGGREGATE \$ UNLIMITED	
	<b>SCHOOL BOARD LIABILITY</b> <input type="checkbox"/>				OCCURRENCE \$	
					AGGREGATE \$	
					DEDUCTIBLE \$	
	<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Certificate holder is named as Additional Insured only as respects to the use of premises/facilities for Port Chester- Rye UFSD Street Closing for Park Avenue School 5th Grade Moving up Ceremony on June 16, 2014

**CERTIFICATE HOLDER**  **ADDITIONAL INSURED**

**Village of Port Chester**  
 222 Grace Church Street  
 Port Chester, NY 10573

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Received  
MAY 14 2014  
Village Clerk  
VILLAGE OF PORT CHESTER



ANDREW M. CUOMO  
GOVERNOR

STATE OF NEW YORK  
EXECUTIVE DEPARTMENT  
DIVISION OF ALCOHOLIC BEVERAGE CONTROL  
STATE LIQUOR AUTHORITY  
317 LENOX AVENUE, 5<sup>TH</sup> FLOOR  
NEW YORK, NEW YORK 10027-4450

DENNIS ROSEN  
CHAIRMAN

JEANIQUE GREENE  
COMMISSIONER

**NOTICE OF HEARING PURSUANT TO SECTION 64(7) OR 64-a(7)  
of the Alcoholic Beverage Control Law  
(518) 474-3114**

**Community Board/Municipality:** VILLAGE-PORT CHESTER  
222 GRACE CHURCH STREET  
PORT CHESTER, NY 10573

**PLEASE TAKE NOTICE** that a hearing pursuant to Section 64(7) or 64-a(7) of the Alcoholic Beverage Control Law, concerning a proposed premises which is located within a 500 foot radius of at least three (3) other licensed and operating on-premises liquor establishments, will be held on:

**DATE:** 5/29/14  
**TIME:** 11:00 A.M.  
**PLACE OF HEARING:** 317 Lenox Ave, New York, NY 10027  
**ROOM:** 4th Floor

A on premise application was filed on: 5/6/14 with the State Liquor Authority for the following premises:

**NERI SPADARO LLC: 161WESTOP1278257252  
DBA: SPADARO RISTORANTE EST 1959  
23 NORTH MAIN ST  
PORT CHESTER, NY 10573**

Testimony will be taken from: the applicant and/or an authorized representative, an individual duly authorized to represent the community board or municipality in an official capacity, and any other qualified intervenor.

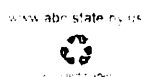
**Written testimony submitted in lieu of oral testimony is preferred, and should be submitted in addition to oral testimony. The official position of the Community Board must be in writing and must reflect the decision of a majority of the members present and entitled to vote during the presence of quorum. The hearing officer has the discretion to limit the time that individual speakers will have to testify.**

Speakers will only be permitted to testify to issues of fact regarding the specific application at hand and must address the impact of the proposed premises in relation to the other licensed and operating on-premises liquor establishments within the 500' radius. Cumulative testimony will not be permitted.

**THERE WILL BE NO ADJOURNMENT OF THIS HEARING.**

**Attorney/Representative:  
BRUNO V GIOFFRE JR ESQ  
2900 WESTCHESTER AVE STE 200  
PURCHASE, NY 10577**

**STATE LIQUOR AUTHORITY  
by: Kerri J. O'Brien, Deputy Commissioner  
Date: 05/09/2014**



## **Richards, Janusz R**

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**From:** Carolee Brakewood <daniel.brakewood@verizon.net>  
**Sent:** Wednesday, May 14, 2014 1:52 PM  
**To:** Richards, Janusz R  
**Cc:** spagnotta@portchesterschools.org  
**Subject:** Relay for Life Request

Dear Mr. Richards:

Relay for Life of Port Chester / Rye Brook will hold overnight fundraising walk to save lives from cancer at Port Chester Middle School from May 31, 2014 at 7pm to June 1, 2014 at 7am.

The group is hereby seeking permission to hang two banners advertising this event in prominent spots over the main streets of the village. It would be ideal if these banners could go up two weeks prior to the event. Such a request was granted last year and banners were hung over Main Street and on Putnam Avenue.

Note: It has come to our attention that two other groups (Tamarack Tower Foundation – “Taste of Port Chester” and Port Chester Fest) already have banners approved and installed in four locations in the downtown area. It is our intent to communicate with these groups to see if there might be a creative way to perhaps hang two banners side by side in one or more of these locations. We do not wish to impede on the efforts and advertising of these groups and understand that they have prior approval. Your permission is therefore sought knowing that these other groups must agree first to any co-placement of our banners.

We appreciate your consideration.

Thank you,

Carolee Brakewood  
Publicity Chair, Relay for Life of Port Chester / Rye Brook  
Cell 914-400-3928



Thursday, May 1, 2014

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

Ref: co-sponsoring the Bolivian Parade

Dear Mayor Pagano and Board of Trustees:

Thank you very much for being the co-sponsor on the Bolivian Parade last year. We sincerely appreciated the support that the Village of Port Chester offered to us and the Hispanic Community.

Once again the time has come for our 3<sup>rd</sup> annual Bolivian parade. We would like to request your support and co-sponsorship towards our parade again this year. In addition, on behalf of the Centro Cultural Bolivia, we would like to request permission to use the Village Showmobile for this year's event, August 24 2014.

We would greatly appreciate your support.

Sincerely,



Vladimir Molina

Centro Cultural Bolivia Port Chester, New York  
85 So. Regent St. Port Chester, NY 10573  
T: 203-918-301-; T: 914-469-6421  
Centroculturalbolivia@live.com



**Port Chester Dog Park Group**

P.O. Box 965  
Port Chester, New York 10573

Email: portchesterdogpark@gmail.com  
Web: www.portchesterdogpark.com  
Facebook: Port Chester Dog Park

Received

MAY 15 2014

Village Clerk  
VILLAGE OF PORT CHESTER

Dina Goren  
*President*

Donna Mead  
*Vice-President*

Paola Garcia  
*Treasurer*

Tarin Gonzalez  
*Secretary*

Directors  
Tom Bater  
James Black  
Michael Gonzalez  
William Hume  
Joyce Rytelewski  
Linda Turturino

May 15, 2014

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

RE: CFA Grant

Dear Village Board of Trustees,

The Port Chester Dog Park Group would like to work with the village to seek NY State grant funding through the 2014 Consolidated Funding Application process announced last week.

We have spoken with Assemblyman Steve Otis who has offered to work with us to improve our application score over last year.

If required, we are requesting a Resolution be brought to the board and approved for the Village to apply for grant funds to be used to develop the Port Chester Dog Park. Like last year, the Port Chester Dog Park Group would write all of the areas of the grant we are able to, and rely on the Village to fill in Village specific information and enter the application into the CFA online application system.

We look forward to working with the Village to bring much needed funds into Port Chester Parks!

Thank you,

*Dina Goren*  
President  
Port Chester Dog Park Group

*"Where dogs come to run and play and neighbors become friends"*

# MINUTES

## **MEETING HELD APRIL 28, 2014**

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, April 28, 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 Trustee Adams arrived at 7:01 p.m.

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

On motion of Trustee , seconded by Trustee the meeting was declared opened at 7:00 p.m.

### **ROLL CALL**

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

**NOES:** None.

**ABSENT:** Trustee Adams.

**DATE:** April 28, 2014

### **PUBLIC COMMENTS**

Ms. Goldie Solomon commented on not lowering the money that the public services in Port Chester need, and the need to lower taxes for seniors and veterans. The senior residents need the Senior Center for meals and computer use.

### **RESOLUTIONS**

#### **RESOLUTION #1**

##### **ADOPTION OF BUDGET FOR FY 2014-2015**

On motion of TRUSTEE CECCARELLI, 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 Board of Trustees of the Village of Port Chester held a public hearing on the proposed Budget for the Village of Port Chester on April 7, 2014, for the fiscal year beginning June 1, 2014 and ending May 31, 2015, pursuant to the published

notice of such public hearing and has heard all persons who desired to present comments with respect to such Budget; and

WHEREAS, at meetings of the Board of Trustees held on April 8, 2014, April 15, 2014, and April 22, 2014, the Village Manager's tentative budget was read and considered; and

WHEREAS, at a meeting of the Board of Trustees held on April 28, 2014, the Village Manager's tentative budget was amended as reflected in the annexed schedule for a total increase in estimated revenues in the amount of \$244,500, and a total increase in appropriations in the amount of \$64,282. Now, therefore, be it

RESOLVED, that the following Budget is hereby adopted as the Budget for said Village of Port Chester, New York, for the Fiscal Year beginning June 1, 2014 and ending May 31, 2015, and that the several sums in said Budget, as amended, shall be and become appropriated for the several departments, offices and purposes as specified in said Budget:

Budget for the Village of Port Chester, New York for the  
Fiscal Year Beginning June 1, 2014 and Ending May 31, 2015

GENERAL FUND EXPENDITURES	\$37,684,166
GENERAL FUND OTHER REVENUES	\$14,685,818
APPROPRIATED FUND BALANCE – UNASSIGNED	\$ 369,782
APPROPRIATED DEBT SERVICE RESERVES	\$ 50,000
AMOUNT TO BE RAISED BY PROPERTY TAXES	\$22,550,987
DEBT SERVICE FUND APPROPRIATION	\$ 100,000
SPECIAL ASSESSMENT SIDEWALK BETTERMENT PROGRAM PHASE 1 & 2	\$ 27,579

Approved as to Form:

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

**ROLL CALL**

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

**NOES:** Trustee Brakewood and Marino.

**ABSENT:** None.

**DATE:** April 28, 2014

**VILLAGE OF PORT CHESTER  
AMENDMENTS TO FY 2014-15 TENTATIVE BUDGET  
ADOPTED 4/28/2014**

EXPENDITURE REDUCTION	TENTATIVE BUDGET	ADOPTED BUDGET	CHANGE	G/L CODE	G/L NAME	EXPLANATION
VILLAGE BOARD	\$ 2,500	\$ 1,500	\$ (1,000)	1.1010.403	EDUCATION & TRAINING	DECREASED
VILLAGE BOARD	\$ 1,000	\$ 500	\$ (500)	1.1010.406	OFFICE SUPPLIES	DECREASED
JUSTICE COURT	\$ 5,000	\$ 4,000	\$ (1,000)	1.1110.406	OFFICE SUPPLIES	DECREASED
JUSTICE COURT	\$ 180,000	\$ 178,500	\$ (1,500)	1.1110.491	TICKET COLLECTION CHARGES	DECREASED
MAYOR	\$ 1,500	\$ 1,000	\$ (500)	1.1210.403	EDUCATION & TRAINING	DECREASED
MAYOR	\$ 2,500	\$ 2,000	\$ (500)	1.1210.406	OFFICE SUPPLIES	DECREASED
VILLAGE MANAGER	\$ 7,308	\$ -	\$ (7,308)	1.1230.197	VACATION BUYOUT	ELIMINATED
VILLAGE MANAGER	\$ 3,000	\$ 2,500	\$ (500)	1.1230.403	EDUCATION & TRAINING	DECREASED
VILLAGE MANAGER	\$ 3,500	\$ 3,000	\$ (500)	1.1230.406	OFFICE SUPPLIES	DECREASED
HUMAN RESOURCE	\$ 70,000	\$ 50,000	\$ (20,000)	1.1240.111	PERSONNEL P/T	DECREASED
FINANCE	\$ 4,889	\$ -	\$ (4,889)	1.1320.197	VACATION BUYOUT	ELIMINATED
VILLAGE CLERK	\$ 10,000	\$ 9,000	\$ (1,000)	1.1410.411	CODE BOOK SUBSCRIPTIONS	DECREASED
LAW	\$ 5,353	\$ -	\$ (5,353)	1.1420.197	VACATION BUYOUT	ELIMINATED
LAW	\$ 30,000	\$ 25,000	\$ (5,000)	1.1420.400	CONTRACTUAL	DECREASED
LAW	\$ 8,600	\$ 7,000	\$ (1,600)	1.1420.498	LAW BOOKS/COMP. RESOURCES	DECREASED
ENGINEERING	\$ 75,000	\$ 50,000	\$ (25,000)	1.1440.400	CONTRACTUAL	DECREASED
ELECTIONS	\$ 40,000	\$ 7,000	\$ (33,000)	1.1450.400	CONTRACTUAL	DECREASED. W.C. TO ADMINISTER
ELECTIONS	\$ 37,000	\$ -	\$ (37,000)	1.1450.423	ELECT INSP/TECHS	ELIMINATED. W.C. TO ADMINISTER
ELECTIONS	\$ 10,000	\$ 7,000	\$ (3,000)	1.1450.476	PUBLICATION OF NOTICES	DECREASED. W.C. TO ADMINISTER
RECORDS MANAGEMENT	\$ 15,000	\$ 12,000	\$ (3,000)	1.1460.111	PERSONNEL P/T	DECREASED
CENTRAL COMMUNICATION SYS-IT	\$ 10,000	\$ 5,000	\$ (5,000)	1.1650.100	PERSONNEL F/T	DECREASED
POLICE	\$ 25,000	\$ 21,525	\$ (3,475)	1.1320.105	OUT OF TITLE	DECREASED
POLICE	\$ 180,000	\$ 174,312	\$ (5,688)	1.3120.143	IN SERVICE TRAINING	DECREASED
POLICE	\$ 18,000	\$ 17,000	\$ (1,000)	1.3120.432	COLLISION & PAINTING CHARGES	DECREASED
POLICE	\$ 4,000	\$ -	\$ (4,000)	1.3120.491	TICKET PRINTING CHARGES	ELIMINATED
POLICE CIVILIAN	\$ 1,655	\$ -	\$ (1,655)	1.3127.197	VACATION BUYOUT	ELIMINATED
FIRE	\$ 14,000	\$ 12,000	\$ (2,000)	1.3410.201	SMALL TOOLS & SUPPLIES	DECREASED
FIRE	\$ 7,000	\$ 6,000	\$ (1,000)	1.3410.202	FIRE HOUSE SUPPLIES	DECREASED
FIRE	\$ 10,000	\$ 9,000	\$ (1,000)	1.3410.252	HOSE REPLACEMENT PROGRAM	DECREASED

FIRE	\$ 5,000	\$ 3,000	\$ (2,000)	1.3410.406	OFFICE SUPPLIES	DECREASED
FIRE	\$ 45,000	\$ 42,000	\$ (3,000)	1.3410.431	PARTS FOR VEHICLE EQUIP	DECREASED
FIRE	\$ 11,500	\$ 9,000	\$ (2,500)	1.3410.443	PAID UNIFORM ALLOW/MAINT.	DECREASED
FIRE	\$ 11,500	\$ 9,158	\$ (2,342)	1.3410.511	HEPATITIS B. VACCINATIONS	DECREASED
BUILDING DEPARTMENT	\$ 2,169	\$ -	\$ (2,169)	1.3620.197	VACATION BUYOUT	ELIMINATED
CODE ENFORCEMENT	\$ 25,000	\$ 20,000	\$ (5,000)	1.3989.101	PERSONNEL O/T	DECREASED
CODE ENFORCEMENT	\$ 2,168	\$ -	\$ (2,168)	1.3989.197	VACATION BUYOUT	ELIMINATED
STREET ADMINISTRATION	\$ 4,534	\$ -	\$ (4,534)	1.5010.197	VACATION BUYOUT	ELIMINATED
STREET MAINTENANCE	\$ 25,000	\$ 20,000	\$ (5,000)	1.5110.44	UNIFORMS	DECREASED
PARKS	\$ 30,000	\$ 25,000	\$ (5,000)	1.7110.101	PERSONNEL O/T	DECREASED
PARKS	\$ 42,000	\$ 32,000	\$ (10,000)	1.7110.400	CONTRACTUAL	DECREASED
TRANSFER STATION	\$ 370,000	\$ 360,000	\$ (10,000)	1.8180.448	SOLID WASTE	DECREASED

**TOTAL EXPENDITURE REDUCTIONS \$ (230,681)**

**EXPENDITURE ADDITIONS**

VILLAGE JUSTICE	\$ 648,760	\$ 653,992	\$ 5,232	1.1110.100	PERSONNEL SERVICES	INCREASED - JUDGES
FINANCE	\$ 342,232	\$ 345,409	\$ 3,177	1.1320.100	PERSONNEL SERVICES	
LAW	\$ 139,156	\$ 184,156	\$ 45,000	1.1420.100	PERSONNEL SERVICES	1 F/T ADMINISTRATIVE INTERN
BUILDING DEPARTMENT	\$ 392,899	\$ 394,024	\$ 1,125	1.3620.100	PERSONNEL SERVICES	
BUILDING DEPARTMENT	\$ 77,650	\$ 168,650	\$ 91,000	1.3620.111	PERSONNEL P/T	2 P/T BUILDING INSP. & 2 P/T INT. CLERKS
PARKS	\$ 60,000	\$ 75,000	\$ 15,000	1.7110.108	PERSONAL - SEASONAL	
RECREATION/YOUTH PROGRAMS	\$ -	\$ 5,000	\$ 5,000	1.7310.---	CLAY ART CENTER	ESTABLISH CLAY ART CENTER BUDGET
LIBRARY	\$ 941,300	\$ 968,180	\$ 26,880	1.7410.400	CONTRACTUAL	INCREASED LIBRARY BUDGET
PLANNING	\$ 199,730	\$ 244,730	\$ 45,000	1.8020.100	PERSONNEL SERVICES	1 F/T ADMINISTRATIVE INTERN
SOCIAL SECURITY	\$ 846,995	\$ 858,693	\$ 11,698	1.9030.802	SOCIAL SECURITY	INCREASED DUE TO NEW POSITIONS
SOCIAL SECURITY	\$ 224,580	\$ 227,316	\$ 2,736	1.9030.810	MEDICARE	INCREASED DUE TO NEW POSITIONS
HOSPITAL & MEDICAL INSURANCE	\$ 3,420,000	\$ 3,463,115	\$ 43,115	1.9060.807	HOSPITAL & MEDICAL INSURANCE	INCREASED DUE TO 2 NEW ADM INTERNS
	\$ -	\$ -	\$ -			

**TOTAL EXPENDITURE ADDITIONS \$ 294,963**

**REVENUE REDUCTIONS**

	0	0	\$ -			
<b>TOTAL REVENUE REDUCTIONS</b>			\$ -			

<u>REVENUE ADDITIONS</u>		<u>EXPLANATION</u>				
Sales Tax Revenue	\$ 4,025,000	\$ 4,100,000	\$ 75,000	1.1.1120	INCREASED	
Gross Receipts - Electric	\$ 355,000	\$ 360,000	\$ 5,000	1.1.1128	INCREASED	
Gross Receipts - Telephone	\$ 22,000	\$ 24,000	\$ 2,000	1.1.1129	INCREASED	
Police Report Fees	\$ 4,500	\$ 6,000	\$ 1,500	1.1.1520	INCREASED	
Reimburse Prisoner Trans Fee	\$ 60,000	\$ 65,000	\$ 5,000	1.1.1522	INCREASED	
Towing Vehicles	\$ 7,000	\$ 8,000	\$ 1,000	1.1.1525	INCREASED	
Safety Inspection/Permits	\$ 300,000	\$ 350,000	\$ 50,000	1.1.1560	INCREASED	
Safety Inspection/	\$ 45,000	\$ 60,000	\$ 15,000	1.1.1561	INCREASED	
Safety Inspection/Occupancy	\$ 40,000	\$ 45,000	\$ 5,000	1.1.1563	INCREASED	
Green Waste Tip fees	\$ 430,000	\$ 440,000	\$ 10,000	1.1.2132	INCREASED	
Permits/Electrical	\$ 20,000	\$ 22,500	\$ 2,500	1.1.2590	INCREASED	
Permits/Plumbing	\$ 25,000	\$ 27,500	\$ 2,500	1.1.2591	INCREASED	
Permits/Sidewalks	\$ 10,000	\$ 30,000	\$ 20,000	1.1.2594	INCREASED	
Fines, Fees & Bail	\$ 2,200,000	\$ 2,250,000	\$ 50,000	1.1.2610	INCREASED	
<b>TOTAL REVENUE INCREASE</b>			<b>\$ 244,500</b>			
<u>NET BUDGET ADJUSTMENTS</u>						
EXPENDITURE CHANGE			\$ 64,282	INCREASE	\$ 37,684,166	
REVENUE CHANGE			\$ (244,500)	INCREASE	\$ 14,685,818	
<b>TOTAL BUDGET ADJUSTMENT</b>			<b>\$ (180,218) *</b>			

\*Per Board of Trustees, the \$180,218 will be applied against Appropriated Fund Balance.

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

Mayor Pagano asked for a motion to an executive session regarding employment history of a particular person or persons.

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

**ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** April 28, 2014

***MOTION FOR EXECUTIVE SESSION***

At 9:07 p.m., on motion of TRUSTEE CECCARELLI, seconded by TRUSTEE MARINO the Board adjourned into an executive session regarding employment history of a particular person or persons.

**ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** April 28, 2014

No action was taken in executive session.

At 9:37 p.m., a motion to come out of executive session was made by Trustee Terenzi, seconded by Trustee Adams, the Board of Trustees closed the executive session.

## **ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** April 28, 2014

## **RESOLUTION #2**

### **ESTABLISHING A SEWER RENT RATE**

**FOR FY 2014-2015**

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

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

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

WHEREAS, the Village Manager has provided the proposed sewer rent rate for FY 2014-2015 to the Board of Trustees, that being \$1.338999/CCF of water consumption; and

WHEREAS, as required by law, the Board has conducted a public hearing on April 7, 2014 wherein all interested parties were given an opportunity to be heard. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby establishes the sewer rent rate for FY 2014-2015 at \$1.338999/CCF of water consumption.

Approved as to Form:

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Anthony M. Cerreto, Village Attorney

**ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** April 28, 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.

***Public***

No Comments were made.

***Board***

No Comments were made.

At 10:23 p.m., on motion of TRUSTEE ADAMS, seconded by TRUSTEE BRAKEWOOD, the meeting was closed.

**ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** April 28, 2014

Respectfully submitted,

Janusz R. Richards  
Village Clerk

## **MEETING HELD MAY 5, 2014**

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, May 5, 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.

Also present were Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; Village Treasurer, Leonie Douglas (arrived at 7:07 p.m.); Director of Planning and Development Christopher Gomez (arrived at 7:07 p.m.); Acting Police Chief, John R. Telesca, Building Inspector and Director of Code Enforcement Peter Miley; Christopher Ameigh Administrative Aide to the Village Manager (arrived at 7:07 p.m.); Village Planner Jessica Youngblood (arrived at 7:07 p.m.) and Village Engineer, Dolph Rotfeld.

On motion of TRUSTEE ADAMS, seconded by TRUSTEE TERENCE the meeting was declared opened at 6:30 p.m.

### **ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** May 5, 2014

### **MOTION FOR EXECUTIVE SESSION**

At 6:30 p.m., on motion of TRUSTEE ADAMS, seconded by TRUSTEE MARINO the Board adjourned into an executive session regarding the Village Manager's Employment Agreement Renewal.

### **ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** May 5, 2014

Present in addition to the Board of Trustees, were Village Manager, Christopher Steers and Village Attorney, Anthony Cerreto.

No action was taken in executive session.

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

**ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** May 5, 2014

**RESOLUTIONS**

**RESOLUTION #1 (POSTPONE)**

**AUTHORIZING THE RENEWAL OF EMPLOYMENT AGREEMENT WITH THE VILLAGE MANAGER**

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE KENNER to postpone the vote on resolution Number 1 to the May 19, 2014 meeting.

**ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** May 5, 2014

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

**RESOLUTION #2 (POSTPONE)**  
**AMENDING THE VILLAGE OF PORT CHESTER**  
**APPOINTED/NON-UNION BENEFIT PLAN**

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE MARINO to postpone the vote on resolution Number 2 to the May 19, 2014 meeting.

**ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** May 5, 2014

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

York:

WHEREAS, 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:

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Anthony M. Cerreto, Village Attorney

## **WORK SESSION**

Bart Didden, Chairman of Waterfront Commission, commented on the opening of McShane's on North Main Street. The restaurant is doing remarkably well. He commented on the Waterfront's activities or lack of activities due to the lack of attention by the Village itself. This is something that's been going on for a long time. The Waterfront Commission operates under Chapters 148 and 332 of the Village Code and they cross over between the two sections. The commission is unproductive and in as much disarray as the waterfront itself. With moderate changes the commission can become a stellar example how to move the game down the road. Every vessel that travels down the river is supposed to be paying a fee to the Village. None are. The only income comes from the moored boats in the marina. We have size limitations and responsibilities of a harbor master and don't have any enforcement on the river. The Building department permits for docks are supposed to go by the Waterfront Commission for review. The Waterfront Commission would like the Board to appoint a commission, as a committee, to become the harbormaster to make the decisions that have to be made about moorings and land-based properties that support Waterfront activity in the Village. The members of the commission are incredibly knowledgeable. The request was made to reappoint all the members to the Waterfront Commission.

## **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 on the special day of Cinco De Mayo. With Memorial Day coming up, we should honor all who served to keep this country free.

Ms. Beatrice Conetta commended Bart Didden and the Waterfront Commission. Since the sewer rent meeting residents have questions because they do not know what it is all about. People have been asking for petitions regarding the Amnesty Program.

Ms. Andrea Granata commented on the petition presented on code reform. She commented on code enforcement on sheds. Ms. Granata commented that we should not spend above budget.

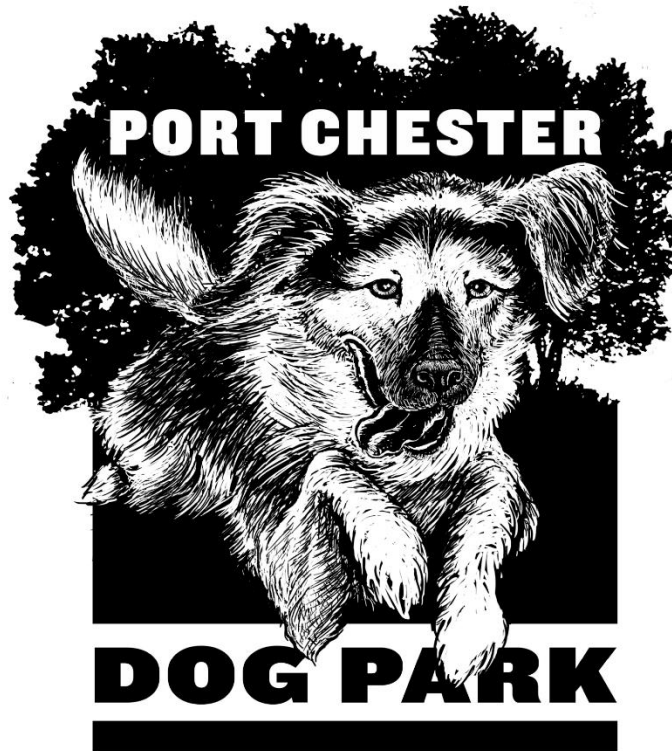
Mr. Frank Ferrara commented on the alternate candidate to the Planning Commission. We need younger people on our commissions.

Mr. Morlino commented on the United Hospital property and the resources that it would add to, in particular the school district. With all the multi-family building going on, this affects the future of Port Chester.

Trustee Terenzi commented on e-mails he received regarding Andrea Granata.

## **PRESENTATION**

Ms. Dina Goren gave a presentation on “Bark For Your Park” contest.



Presentation before the Port Chester Board of Trustees May 5, 2014

1



## Goals of presentation:

**Past:** What has been accomplished to date?

**Present:** Where are we in the process and what more needs to be done?

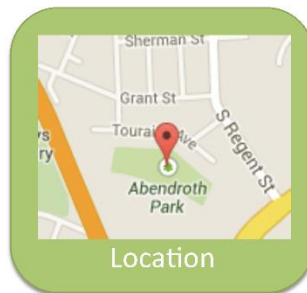
**Future:** What can get us to our budget goals?

**Decision-making:** PetSafe Bark for Your Park dog park contest approval by BOT

2

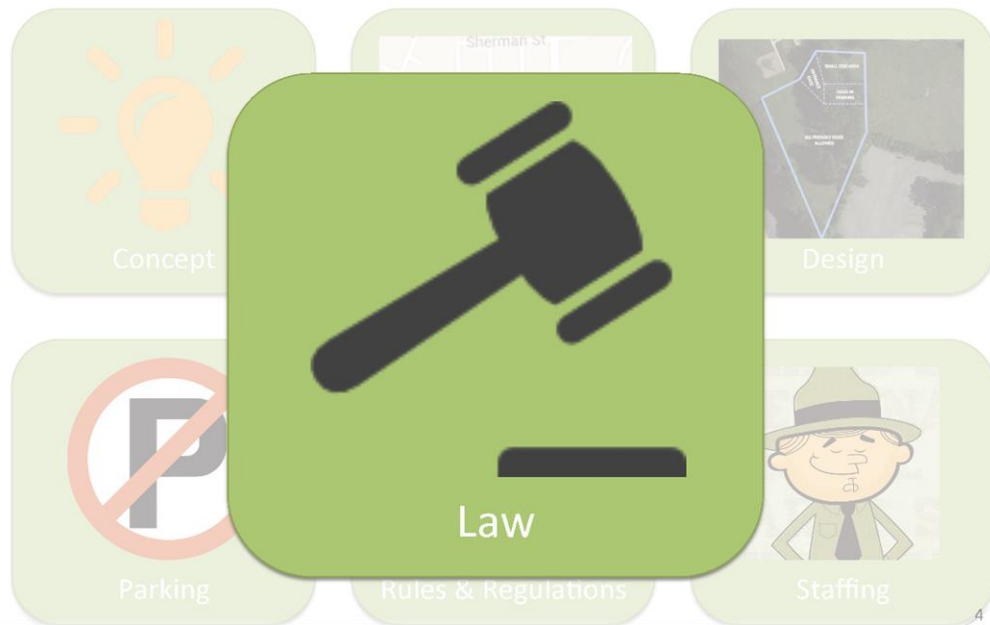


## Categories for Resolution:





## Categories for Resolution:



## Current Status Summary:

	PC Dog Park Group	Parks Commission	Village Staff	Board of Trustees
<b>Concept</b>	✓ Approved	✓ Approved	✓ Approved	✓ Approved
<b>Location</b>	✓ Approved	✓ Approved	✓ Approved	✓ Approved
<b>Design</b>	✓ Draft completed, Design in-progress	✓ Draft layout reviewed only	✓ Draft layout reviewed only	✓ Draft layout reviewed only
<b>Parking</b>	✓ Refer to Parks Commission	✓ Requested Board input	✓ Discussed, latest on 4/7/14	✓ Discussed, latest on 4/7/14
<b>Rules and Regulations</b>	✓ Draft Completed	✓ Draft in Review	✓ Draft in Review	To be Reviewed
<b>Staffing</b>	✓ Refer to Parks Commission	To be discussed	To be discussed	To be discussed
<b>Law Change</b>	✓ Requested	To be discussed	To be discussed	To be discussed

✓ Complete ✓ In-Progress





# Estimated Budget:

\* Detailed Fencing Spec available  
 \*\* Costs are not recommended based on research

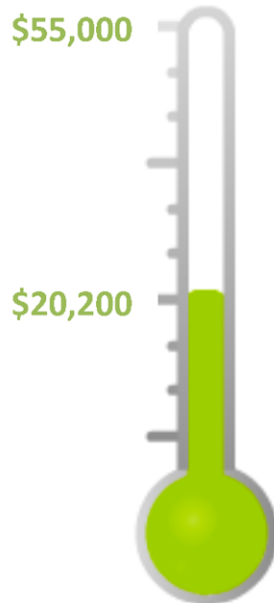
(Existing standard park maintenance by village not included in budget)

Category	Build Dog Park	Year 2	Year 3
	Initial dog park development costs	Maintenance support and education	Maintenance support and education
<b>Source of Inflows</b>			
Fundraising Campaign Goals (assuming no other inflow)	55,000	10,000	5,000
Grant Possibilities	10,000	5,000	5,000
Private Company Contest Possibilities	100,000	5,000	5,000
<b>Total Inflow Source Possibilities</b>	<b>165,000</b>	<b>20,000</b>	<b>15,000</b>
<b>Development Expenses</b>			
Fencing*	42,000	NA	NA
Landscaping/Shrubbery (possible donations)	2,000	NA	NA
Benches	3,500	NA	NA
Signs	1,500	NA	NA
Garbage Cans with Lids + Misc amenities	1,000	NA	NA
Poop Bag Dispensors	Existing/Donated	NA	NA
Administrative Costs	5,000	NA	NA
<b>Total Year 1 Expenses</b>	<b>55,000</b>	<b>0</b>	<b>0</b>
<b>On-going Expenses</b>		<b>Estimated</b>	<b>Estimated</b>
<b>Staffing</b>			
Park Attendent (not recommended based on research)**	NA	NA	NA
Parking lot open/close (TBD whether this is additional cost)	TBD	TBD	TBD
ID/Pass administration (TBD whether this is additional cost)**	TBD	TBD	TBD
Key Card or other system (not recommended for at least first year)**	NA	5,000	1,000
Fence/Gate Maintenance (5% of Fencing Budget)	NA	2,100	2,100
On-going Administrative Costs	NA	710	310
<b>Total On-going Expenses</b>	<b>0</b>	<b>7,810</b>	<b>3,410</b>

(Any extra funds not spent will be reserved for maintenance/future development)



# Current Fundraising Status:





## Getting us to our goal:



10



## PetSafe Bark For Your Park Contest

### Here's how the contest works

#### 1 Who Let the Dogs Out?

**What:** Nominate your city, and get friends, family members, community leaders, and everyone in your city to visit us online and vote for your dog park. Make sure your city's application is complete by finding a home for your dog park and encouraging your civic leader to log his or her support.

**When:** May 7 - June 7



11



# PetSafe Bark For Your Park Contest

## Here's how the contest works

### 2 Top Dogs

**What:** Based on the information provided by each city, PetSafe will evaluate the availability of land, civic leader support, population size, and the total number of votes to select the 15 finalists.

**When:** Finalists will be announced July 7

*NOTE: Above is screenshot from website, however, rules state June 13<sup>th</sup> as the Finalist announcement date which we believe is the accurate date.*



# PetSafe Bark For Your Park Contest

## Here's how the contest works

### 3 Bark for Your Park

**What:** Visit us online to vote for your favorite finalist to win a grand prize of \$100,000 to build a PetSafe dog park. Encourage others to vote and check the leaderboard to see which cities are in the lead. Popular vote will determine the winner, who will receive \$100,000. Additionally, the runner-up city in each small, medium and large category will win \$25,000. The Bark from Your Heart award winner, which will be the city with the highest vote to opportunity to vote, will win \$25,000.

**When:** June 13 - July 21





# PetSafe Bark For Your Park Contest

## Here's how the contest works

### 4 Howl at the Moon

**What:** During the last week of the contest, PetSafe will not post a leader board. The contest will go "dark" until the winning city gets a surprise announcement.

**When:** July 25 - July 31



14



# PetSafe Bark For Your Park Contest

## Here's how the contest works

### 5 Every Dog Has Its Day

**What:** At the end of the contest, PetSafe will announce which community has won the Bark for Your Park contest and will receive the \$100,000 grand prize. We will also announce the four \$25,000 winners.

**When:** August 7



15



# PetSafe Contest -- Rules of Interest

## 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 Sponsor 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](http://petsafe.net/barkforyourpark) or [facebook.com/PetSafeBrand](https://facebook.com/PetSafeBrand) websites.

16



# PetSafe Contest -- Rules of Interest



(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.



## PetSafe Contest -- Rules of Interest

### 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.



18



## PetSafe Contest – Community Involvement



Community votes twice a day:  
once on PetSafe's website and  
once on their Facebook Page

19



# Decision-Making



## RESOLUTIONS

### RESOLUTION #3

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:** Trustees Adams, Brakewood, Terenzi, Kenner, Marino and Trustee Ceccarelli.

**NOES:** Mayor Pagano.

**ABSENT:** None.

**DATE:** May 5, 2014

**RESOLUTION #4 (POSTPONE)**  
**APPOINTMENT OF MEMBER TO PLANNING COMMISSION**

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE KENNER to postpone the vote on resolution Number 4 to the May 19, 2014 meeting.

**ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** May 5, 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 #5 (POSTPONE)**  
**ESTABLISHING REVISED FEES FOR THE USE OF VILLAGE PARKS**

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE MARINO to postpone the vote on resolution Number 5 to the May 19, 2014 meeting.

**ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** May 5, 2014

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

WHEREAS, 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:

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Anthony M. Cerreto, Village Attorney

## **CORRESPONDENCES**

*From Joseph L. Suppa regarding resignation from the Architectural Board of Review.*

The Board accepted the correspondence.

*From Senator Latimer's Office - Traffic Complaint from Marian Gray - 61 Oak St., PC.*

The Board referred the correspondence to staff (Traffic Commission).

## **MINUTES**

*Minutes from April 12, 2014*

On motion of TRUSTEE MARINO, seconded by TRUSTEE CECCARELLI, the Board of Trustees accepted the minutes of April 12, 2014.

### **ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** May 5, 2014

*Minutes from April 15, 2014*

On motion of TRUSTEE MARINO, seconded by TRUSTEE CECCARELLI, the Board of Trustees accepted the minutes of April 15, 2014.

### **ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** May 5, 2014

*Minutes from April 21, 2014*

On motion of TRUSTEE MARINO, seconded by TRUSTEE CECCARELLI, the Board of Trustees accepted the minutes of April 21, 2014.

## **ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** May 5, 2014

### ***Minutes from April 22, 2014.***

On motion of TRUSTEE MARINO, seconded by TRUSTEE CECCARELLI, the Board of Trustees accepted the minutes of April 22, 2014.

## **ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** May 5, 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***

Ms. Granata commented on e-mails received by Trustee Terenzi.

Ms. Conetta commented on Ms. Granata's being cited for a shed when the person she complained about was not. This has developed into a neighborhood disaster. She commented on the proposed condo on Pearl and King Streets. They were given permission for 20 units; they now want to build 50 units. She asked about the bonus program to which they are entitled Village Director of P&D Chris Gomez commented this is density development to attract transient residents.

### ***Board***

Trustee Adams commented on the Post Road signage (near the United Hospital Property) that says 287, but I-95 is not there. He requested that someone look into getting I-95 signage back up. We should continue the effort of keeping people on the Boards.

Regarding the budget, we are working hard to watch the taxpayer's pocketbook, but we must keep the Village on solid ground.

Trustee Marino commented on the property on Washington Street. We need to do something about this. The bottom of the property is boarded, but people are still living in it.

Trustee Ceccarelli commented on the Dog Park. The street paving and potholes are still in disrepair. As trustees we need to get more timely information when something happens within the Village. He thanked the Westmore News for the restaurant review. The Village has a lot of rentals; we should have more ownership.

Mayor Pagano commented on misinformation on the dissolution matter. The Board has met monthly with the Town of Rye, Rye Brook and Village of Mamaroneck. There will be no changes in our use of Crawford Park whether or not we move forward.

### **MOTION FOR EXECUTIVE SESSION**

At 9:29 p.m., on motion of TRUSTEE ADAMS, seconded by TRUSTEE MARINO the Board adjourned into an executive session regarding a particular person in the Police Department.

#### **ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** May 5, 2014

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

No action was taken in executive session.

At 9:48 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, Terenzi, Kenner, Marino, Ceccarelli and Mayor Pagano

**NOES:** None.

**ABSENT:** None.

**DATE:** May 5, 2014

At 9:48 p.m., on motion of TRUSTEE ADAMS, seconded by TRUSTEE MARINO, the meeting was closed.

**ROLL CALL**

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

**NOES:** None.

**ABSENT:** None.

**DATE:** May 5, 2014

Respectfully submitted,

Janusz R. Richards  
Village Clerk

**PUBLIC COMMENTS  
AND  
BOARD COMMENTS**