

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

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

	PROPOSED MOTION FOR EXECUTIVE SESSION	ACTION
1	Regarding an appointment of particular persons as Police Officers to Port Chester Police Department.	
2	Interview prospective candidate for the Park Commission.	
3	Interview prospective candidate for the Traffic Commission.	
4	Interview prospective candidate for the Board of Ethics position.	
5	Interview prospective candidate for the Board of Ethics position.	
6	Interview prospective candidate for the Waterfront Commission.	

TIME: 7:00 P.M.

I	WORK SESSION	
1	Michael Scarola, Planning Commission - Chairman	
II	PUBLIC COMMENTS	ACTION
III	PRESENTATION	ACTION
1	National Development Council	
IV	DISCUSSIONS	ACTION
1	Regarding Sewer Rent appeals: 732 King Street	
2	Financing Fiscal Year 2014-2015 capital plan	
3	Community Development Block Grant program	

V	RESOLUTIONS	ACTION
	Administration	
1	2014 Sanitary Sewer Lining and Manhole Rehabilitation Bid No 03-14	
2	Authorize the Village Manager to enter into agreement with PMA Management Corp.	
3	Approval of Nomination of Bart DiNardo to be appointed to the Emergency Medical Services Committee for the City of Rye.	
4	Setting a public hearing to consider a local law regulating dogs in the parks.	
5	Regarding an appointment of particular persons as Police Officers to Port Chester Police Department.	
	Parks / Recreation	
6	Renewal agreement with Port Chester Soccer Club 2014-2015.	
7	Recreation Department's outdoor entertainment program for 2014-2015.	
	Finance	
8	Bonding Resolutions (5): <i>Environmental Compliance Resolution – Various Improvements</i> <i>A - \$275,400 – Various Purposes, 5 years</i> <i>B - \$30,600 – HVAC systems, 10 years</i> <i>C - \$1,550,400 – Streets/Machinery & Apparatus, 15 years</i> <i>D-\$153,000 – Building Improvements, 25 years</i>	
9	GASB 45 actuarial service agreement for fiscal year ending MAY 31, 2014	
10	GASB 45 actuarial service agreement for fiscal year ending MAY 31, 2015 AND 2016	
	Planning	
11	Notice of intent to declare lead agency so as to commence the state mandated environmental review process of the Showboat Riverboat to operate as a restaurant and entertainment venue at the Village marina.	
VI	CORRESPONDENCE	ACTION
1	From Chester B. Edwards regarding his Appeal of the Sewer Rent for 96 Hawley Avenue.	
2	From Michael Del Vecchio regarding his Appeal of the Sewer Rent for 92 Hawley Avenue.	
3	From Enrico Ciancio regarding his Appeal of the Sewer Rent for 91 Hawley Avenue.	
4	From Antoinette Janeczko regarding Sewer Rent Appeal.	
5	From Mellor Engine & Hose Co. No. 3, Inc. on the election of Fernando Santamaria to active membership.	

6	From Washington Engine & Hose Co #4 of the Port Chester Volunteer Fire Department - To celebrate George Marshall's 50 years of service.	
7	From Victor & Bernstein, PC regarding Port Chester Hall's Request to Change Method of Operation with the New York State Liquor.	
8	From Nicole & Robert Reis regarding a Block Party on Munson Street.	
9	From Daniel L. Brown a partner in the Sheppard Mullin Richter & Hampton LLP, regarding Port Chester Metro North Station.	
10	From the Columbus Day Parade Committee invites the Mayor and Board of Trustees to be part of parade celebration and permission for the use of the Show Mobile.	
11	From the Columbus Day Parade Committee requesting financial assistance for this year's parade.	
12	From the Columbus Day Parade Committee requesting that Westchester Avenue be closed from Ridge Street to Broad Street from 1:30 PM to 3:30 PM on October 12th or on October 19th, the Rain Date.	
13	From the Board of Ethics regarding Ethics Training.	
14	From request for use of Columbus Park Soccer Field.	
VII	PUBLIC COMMENTS AND BOARD COMMENTS	ACTION

TIME: _____

**PROPOSED MOTION
FOR
EXECUTIVE SESSION**

WORK SESSION

PUBLIC COMMENTS

PRESENTATION

PORT CHESTER VILLAGE HALL

A PUBLIC PRIVATE PARTNERSHIP DESIGNED TO PROVIDE NEEDED SOCIAL INFRASTRUCTURE AND STIMULATE ECONOMIC DEVELOPMENT

PRELIMINARY BUDGET AND OPERATING PRO-FORMA



JULY 7, 2014

PORT CHESTER VILLAGE HALL

Summary Page

Building Characteristics

Height	4	Floors Above Grade
Gross Building Area	108,520	Square Feet
Gross Building Area Above Grade	96,520	Square Feet
Basement	12,000	Square Feet
Gross Building Area per Floor	24,130	Square Feet
Gross Building Area Occupied by Village	75,475	Square Feet
Gross Building Area Occupied by Rye	2,750	Square Feet
Gross Building Area Occupied by Other Public	1,980	Square Feet
Gross Building Area Occupied by Retail	8,315	Square Feet
Gross Building Area Occupied by Office	8,000	Square Feet
Basement	12,000	Square Feet
Total	108,520	

Transaction Characteristics

Fee Owner of the Land	Port Chester Local Development Corporation
Ground Lease Term	42 Years
Owner Of the Building	Community Development Properties, Port Chester, Inc. a 501 (c)(3) Non-Profit Corporation
Architect	STV, Inc.
Construction Manager	Whiting-Turner Contracting Company
Contract Form	Guaranteed Maximum Price - CM at Risk - Owners Share of the Savings go to Village
Master Lease from the Village	True Lease with 42 Year Term - 100% of Cash Flow to Village
Financing	Tax-Exempt and Taxable Lease Revenue Bonds
Issuer	Port Chester Local Development Corporation

Building Cost Characteristics

Building Cost w/o Land	\$227.52	Square Foot
Building Cost with Off-Site Costs and Soft Costs	\$329.72	Square Foot
Land Acquisition	\$32.25	Square Foot Building
Parking Cost Grove Street and Irving Avenue	\$12,951.67	Per Space

PORT CHESTER VILLAGE HALL

Village Hall with New Entrance off Westchester Ave. and One Deck of Parking on Grove Street Lot

<u>Budget</u>		<u>Amount</u>	<u>Totals</u>	<u>Comments</u>
Building Construction Total		\$24,690,633		
Additional Parking On-Grade		\$404,895		
Westchester Ave. Plaza		\$506,619		
Westchester Avenue Intersection Improvements		\$241,375		
Subtotal Construction			\$25,843,522	
Property Acquisition		\$3,500,000		
			\$3,500,000	
Grove Street Parking Deck		\$2,862,320		
			\$2,862,320	
Design Fee	6.00%	\$1,722,351		
Design Completeness Construction Contingency	2.00%	\$574,117		Goal to be reduced and/or eliminated through design process
Subtotal Design			\$2,296,467	
Subtotal Land Acquisition, Design & Construction			\$34,502,309	
Third Party Pre-Construction Site Investigation Costs		\$150,000		
Construction Manager Pre-Construction Services		\$242,966		
FF&E		\$2,100,000		From previous Village estimate
Utilities		\$300,000		
Legal & Permitting		\$175,000		
Property Insurance (2 years)		\$135,000		
Builders Risk Insurance		\$100,000		
Owner Administrative Fee		\$300,000		
Owner Contingency	1.25%	\$431,279		50% of balance remaining at closeout credited to Village
First Year Property Insurance		\$50,000		
Owner Legal (Real Estate & Bond)		\$125,000		
Title Insurance & Recording		\$150,000		
Bond Counsel		\$95,000		
Trustee		\$12,000		
Trustee Counsel		\$25,000		
LDC Counsel		\$35,000		
LDC Fees		\$15,000		
Survey		\$12,000		
Appraisal		\$12,000		
Miscellaneous Administrative Fees		\$20,000		
Inspections		\$75,000		
Underwriters Counsel		\$55,000		
Subtotal Project Soft Costs			\$4,615,245	
Subtotal Design, Construction & Const. Soft Costs			\$39,117,554	
Capitalized Interest		\$2,200,000		
Subtotal Design, Const., Constt. Soft & Cap I			\$41,317,554	
Underwriter's Discount	2.00%	\$826,351		
Total Project Cost			\$42,143,905	

PORT CHESTER VILLAGE HALL

<u>Port Chester Village Hall Space Allocation</u>			
	<u>Square Feet</u>	<u>Total Square Feet</u>	
Village of Port Chester - Municipal	19,400		
Village of Port Chester - Police	39,945		
Village of Port Chester - Courts	16,130		
Retail	8,315		
Office Lease	8,000		
Town of Rye	2,750		
Legislative Offices	1,980		
Basement Storage	<u>12,000</u>		
Total		108,520	
<u>Non-Municipal Rental Revenue</u>			
	<u>Square Feet</u>	<u>Total Square Feet</u>	<u>Total Annual Rent</u>
Assume NNN			
First Floor Retail	\$32.00	8,315	\$266,080
Office Lease	\$20.00	8,000	\$160,000
Basement	\$3.00	<u>2,040</u>	\$6,120
		18,355	
Town of Rye	\$25.00	2,750	\$68,750
Legislative Offices	\$25.00	1,980	\$49,500
Basement	\$2.50	<u>2,060</u>	\$5,150
		6,790	
Subtotal Non-Municipal Rent Revenue			\$555,600
<u>Municipal Rental Revenue</u>			
Assume NNN			
Village of Port Chester - Municipal	\$25.00	19,400	\$485,000
Village of Port Chester - Police	\$25.00	39,945	\$998,625
Village of Port Chester Courts	\$25.00	16,130	\$403,250
Basement	\$2.50	<u>7,900</u>	\$19,750
		83,375	
Subtotal Municipal Rent Revenue			\$1,906,625
Total Rental Revenue			\$2,462,225
Total Project Square Feet			108,520
Percentage of Project Private			16.91%
Percentage of Project Public			83.09%

PORT CHESTER VILLAGE HALL

Weighted Average Cost of Capital

		Rounded
Total Project Budget	\$42,143,905	\$42,150,000
Percentage of Project Financed with Debt	100.00%	
Percentage of Project Public	83.09%	
Percentage of Project Private	16.91%	
Coupon Tax-Exempt Lease Revenue Bond	4.20%	
Coupon Taxable Lease Revenue Bond	6.50%	
Tax-Exempt Lease Revenue Bond	\$35,020,777	\$35,020,000
Taxable Lease Revenue Bond	\$7,129,223	\$7,130,000
Weighted Average Cost of Capital	4.59%	

PORT CHESTER VILLAGE HALL

Parking Operating Pro-Forma Assumptions		Grove & Irving									
Spaces	221										
Revenue Spaces	131										
Rate	\$1.00	Hour									
Hours Of Operation	12										
Special Events	2										
Special Event Rate	\$10.00										
Utilization Rate Metered Parking	60.00%										
Utilization Rate Event Parking	75.00%										
Monthly Permits	10										
Monthly Permit Rate	\$85.00										
Annual Revenue Escalation - Parking & Office	3.00%										
Annual Expense Escalation - Parking & Office	3.00%										
Parking Pro-Forma	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
Revenue											
Transient Revenue	245,232	252,589	260,167	267,972	276,011	284,291	292,820	301,604	310,653	319,972	
Event Revenue	1,965	2,024	2,085	2,147	2,212	2,278	2,346	2,417	2,489	2,564	
Monthly Permits	10,200	10,506	10,821	11,146	11,480	11,825	12,179	12,545	12,921	13,309	
Miscellaneous Revenue	0	0	0	0	0	0	0	0	0	0	
Parking Revenue	257,397	265,119	273,072	281,265	289,703	298,394	307,345	316,566	326,063	335,845	
Operating Expenses											
Management Expense											
Parking Management Fee	25,000	25,750	26,523	27,318	28,138	28,982	29,851	30,747	31,669	32,619	
Owner Asset Management Fee	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448	19,002	19,572	
Management Fee Expense	40,000	41,200	42,436	43,709	45,020	46,371	47,762	49,195	50,671	52,191	
Labor											
Labor - Maintenance & Operation	45,000	46,350	47,741	49,173	50,648	52,167	53,732	55,344	57,005	58,715	
Employee Benefits	13,500	13,905	14,322	14,752	15,194	15,650	16,120	16,603	17,101	17,614	
Labor and Benefits	58,500	60,255	62,063	63,925	65,842	67,818	69,852	71,948	74,106	76,329	
Recurring Expenses											
Utilities	35,000	36,050	37,132	38,245	39,393	40,575	41,792	43,046	44,337	45,667	
Supplies	1,200	1,236	1,273	1,311	1,351	1,391	1,433	1,476	1,520	1,566	
Snow Removal	25,000	25,750	26,523	27,318	28,138	28,982	29,851	30,747	31,669	32,619	
Payroll & HR Fee	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	
Elevator Contract	0	0	0	0	0	0	0	0	0	0	
Insurance	45,000	46,350	47,741	49,173	50,648	52,167	53,732	55,344	57,005	58,715	
Bank Charges	250	258	265	273	281	290	299	307	317	326	
Telephone & Office	250	258	265	273	281	290	299	307	317	326	
Security Camera Tel/Data Link	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610	
Bank Fees	500	515	530	546	563	580	597	615	633	652	
Accounting	12,000	12,360	12,731	13,113	13,506	13,911	14,329	14,758	15,201	15,657	
Recurring Expenses	122,200	125,866	129,642	133,531	137,537	141,663	145,913	150,291	154,799	159,443	
Nonrecurring Expenses											
Repairs & Maintenance	8,000	8,240	8,487	8,742	9,004	9,274	9,552	9,839	10,134	10,438	
Signs	500	515	530	546	563	580	597	615	633	652	
Meter Repair & Replacement	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075	3,167	3,262	
Advertising	200	206	212	219	225	232	239	246	253	261	
Legal Expenses	200	206	212	219	225	232	239	246	253	261	
Nonrecurring Expenses	11,400	11,742	12,094	12,457	12,831	13,216	13,612	14,021	14,441	14,874	
Total Expenses	232,100	239,063	246,235	253,622	261,231	269,068	277,140	285,454	294,017	302,838	
Net Operating Income	25,297	26,056	26,838	27,643	28,472	29,326	30,206	31,112	32,045	33,007	

PORT CHESTER VILLAGE HALL

	Retail Vacancy	Office Vacancy		AAMF		Rental Escalator Private		Exp. Escalator Private		
	5.00%	20.00%	12.50%	1.00%		103.00%		103.00%		
	6 Months									
<u>Village Hall Operating Proforma</u>	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
<u>Revenue</u>										
Village of Port Chester - Municipal	242,500	485,000	485,000	485,000	485,000	485,000	485,000	485,000	485,000	485,000
Village of Port Chester - Police	499,313	998,625	998,625	998,625	998,625	998,625	998,625	998,625	998,625	998,625
Village of Port Chester Courts	201,625	403,250	403,250	403,250	403,250	403,250	403,250	403,250	403,250	403,250
Village Basement Storage	9,875	19,750	19,750	19,750	19,750	19,750	19,750	19,750	19,750	19,750
Gross Village Rental Income	953,313	1,906,625	1,906,625	1,906,625	1,906,625	1,906,625	1,906,625	1,906,625	1,906,625	1,906,625
First Floor Retail	133,040	274,062	282,284	290,753	299,475	308,460	317,713	327,245	337,062	347,174
Office	80,000	164,800	169,744	174,836	180,081	185,484	191,048	196,780	202,683	208,764
Basement Storage	3,060	6,304	6,493	6,687	6,888	7,095	7,308	7,527	7,753	7,985
Gross Private Rental Income	216,100	445,166	458,521	472,277	486,445	501,038	516,069	531,551	547,498	563,923
Less Vacancy Factor Retail	(6,652)	(13,703)	(14,114)	(14,538)	(14,974)	(15,423)	(15,886)	(16,362)	(16,853)	(17,359)
Less Vacancy Factor Office	(16,000)	(32,960)	(33,949)	(34,967)	(36,016)	(37,097)	(38,210)	(39,356)	(40,537)	(41,753)
Less Vacancy Factor Private Storage	(383)	(788)	(812)	(836)	(861)	(887)	(913)	(941)	(969)	(998)
Adjusted Gross Income Private	193,066	397,715	409,646	421,936	434,594	447,632	461,061	474,892	489,139	503,813
Legislative Offices	24,750	50,985	52,515	54,090	55,713	57,384	59,106	60,879	62,705	64,586
Town of Rye	34,375	68,750	68,750	68,750	68,750	68,750	68,750	68,750	68,750	68,750
Basement Storage	2,575	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720
Gross Public Rental Income	61,700	125,040	126,728	128,468	130,259	132,104	134,005	135,963	137,979	140,056
Adjusted Gross Village & Private Rental Income	1,208,078	2,429,379	2,443,000	2,457,028	2,471,478	2,486,361	2,501,691	2,517,480	2,533,743	2,550,494
<u>Owners Operating Expenses</u>										
Annual Asset Management Fee	12,081	24,294	24,430	24,570	24,715	24,864	25,017	25,175	25,337	25,505
Owners Insurance	35,000	36,050	37,132	38,245	39,393	40,575	41,792	43,046	44,337	45,667
Travel	1,250	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075	3,167
Accounting	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448	19,002	19,572
Miscellaneous Expenses	1,200	1,236	1,273	1,311	1,351	1,391	1,433	1,476	1,520	1,566
Total Owners Expenses	64,531	79,530	81,323	83,170	85,073	87,032	89,051	91,129	93,271	95,476
Net Operating Income	1,143,547	2,349,850	2,361,676	2,373,858	2,386,405	2,399,329	2,412,640	2,426,351	2,440,472	2,455,018
Less Debt Service Tax Exempt Bonds	(2,480,000)	(1,491,268)	(2,391,268)	(2,352,943)	(2,314,618)	(2,276,293)	(2,337,968)	(2,295,385)	(2,252,802)	(2,310,218)
Less Debt Service Taxable Bonds	(781,428)	(469,887)	(669,887)	(656,706)	(643,526)	(630,345)	(617,165)	(603,984)	(604,804)	(624,328)
Cumulative Draw from Capitalized Interest Account	2,200,000	0	0	0	0	0	0	0	0	0
Cash Flow (Delta Combined Rent and DS)	82,119	388,694	(699,479)	(635,792)	(571,739)	(507,310)	(542,493)	(473,019)	(453,133)	(479,528)
NOI From Parking Operations	25,297	26,056	26,838	27,643	28,472	29,326	30,206	31,112	32,045	33,007
Cumulative Project Cash Flow	107,416	1,475,479	2,709,463	4,007,939	5,371,297	5,720,127	5,207,839	4,765,933	4,344,846	3,898,324
Property Sale Reserve (Village Rent Reimbursement)	(7,500,000)	953,313	1,906,625	1,906,625	1,906,625	826,813	0	0	0	0
Village Cash Position	1,060,729	3,382,104	4,616,088	5,914,564	6,198,110	5,720,127	5,207,839	4,765,933	4,344,846	3,898,324
Balance Property Sale Reserve	(6,546,688)	(4,640,063)	(2,733,438)	(826,813)	0	0	0	0	0	0

PORT CHESTER VILLAGE HALL

	Retail Vacancy	Office Vacancy		AAMF		Rental Escalator Private		Exp. Escalator Private		
Years 11-20	5.00%	20.00%	12.50%	1.00%		103.00%		103.00%		
<u>Village Hall Operating Proforma</u>	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Revenue										
Village of Port Chester - Municipal	485,000	485,000	485,000	485,000	485,000	485,000	485,000	485,000	485,000	485,000
Village of Port Chester - Police	998,625	998,625	998,625	998,625	998,625	998,625	998,625	998,625	998,625	998,625
Village of Port Chester Courts	403,250	403,250	403,250	403,250	403,250	403,250	403,250	403,250	403,250	403,250
Village Basement Storage	19,750	19,750	19,750	19,750	19,750	19,750	19,750	19,750	19,750	19,750
Gross Village Rental Income	1,906,625	1,906,625	1,906,625	1,906,625	1,906,625	1,906,625	1,906,625	1,906,625	1,906,625	1,906,625
First Floor Retail	357,589	368,317	379,366	390,747	402,470	414,544	426,980	439,790	452,983	466,573
Office	215,027	221,477	228,122	234,965	242,014	249,275	256,753	264,456	272,389	280,561
Basement Storage	8,225	8,472	8,726	8,987	9,257	9,535	9,821	10,115	10,419	10,731
Gross Private Rental Income	580,841	598,266	616,214	634,700	653,741	673,354	693,554	714,361	735,792	757,865
Less Vacancy Factor Retail	(17,879)	(18,416)	(18,968)	(19,537)	(20,123)	(20,727)	(21,349)	(21,989)	(22,649)	(23,329)
Less Vacancy Factor Office	(43,005)	(44,295)	(45,624)	(46,993)	(48,403)	(49,855)	(51,351)	(52,891)	(54,478)	(56,112)
Less Vacancy Factor Private Storage	(1,028)	(1,059)	(1,091)	(1,123)	(1,157)	(1,192)	(1,228)	(1,264)	(1,302)	(1,341)
Adjusted Gross Income Private	518,928	534,496	550,530	567,046	584,058	601,580	619,627	638,216	657,362	677,083
Legislative Offices	66,524	68,520	70,575	72,692	74,873	77,119	79,433	81,816	84,270	86,799
Town of Rye	68,750	68,750	68,750	68,750	68,750	68,750	68,750	68,750	68,750	68,750
Basement Storage	2,575	2,652	2,732	2,814	2,898	2,985	3,075	3,167	3,262	3,360
Gross Public Rental Income	137,849	139,922	142,057	144,256	146,521	148,855	151,258	153,733	156,282	158,908
Adjusted Gross Village & Private Rental Income	2,563,402	2,581,042	2,599,212	2,617,928	2,637,204	2,657,059	2,677,510	2,698,574	2,720,270	2,742,616
Owners Operating Expenses										
Annual Asset Management Fee	25,634	25,810	25,992	26,179	26,372	26,571	26,775	26,986	27,203	27,426
Owners Insurance	47,037	48,448	49,902	51,399	52,941	54,529	56,165	57,850	59,585	61,373
Travel	3,262	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075	3,167
Accounting	20,159	20,764	21,386	22,028	22,689	23,370	24,071	24,793	25,536	26,303
Miscellaneous Expenses	1,613	1,661	1,711	1,762	1,815	1,870	1,926	1,983	2,043	2,104
Total Owners Expenses	97,704	99,183	101,566	104,020	106,548	109,152	111,834	114,597	117,442	120,373
Net Operating Income	2,465,697	2,481,859	2,497,646	2,513,907	2,530,656	2,547,907	2,565,675	2,583,977	2,602,828	2,622,244
Less Debt Service Tax Exempt Bonds	(2,263,377)	(2,216,535)	(2,169,693)	(2,222,852)	(2,171,752)	(2,120,652)	(2,069,552)	(2,018,452)	(1,967,352)	(1,916,252)
Less Debt Service Taxable Bonds	(607,852)	(591,376)	(574,901)	(558,425)	(541,949)	(525,474)	(508,998)	(492,522)	(476,047)	(459,571)
Cumulative Draw from Capitalized Interest Account	2,200,000	0	0	0	0	0	0	0	0	0
Cash Flow (Delta Combined Rent and DS)	1,794,468	(326,052)	(246,948)	(267,370)	(183,045)	(98,219)	(12,874)	73,003	159,429	246,421
NOI From Parking Operations	33,997	35,017	36,067	37,149	38,264	39,412	40,594	41,812	43,066	44,358
Cumulative Project Cash Flow	1,828,465	1,537,430	1,326,550	1,096,330	951,548	892,742	920,461	1,035,276	1,237,772	1,528,552
Property Sale Reserve (Village Rent Reimbursement)	(7,500,000)	0	0	0	0	0	0	0	0	0
Village Cash Position	1,828,465	1,537,430	1,326,550	1,096,330	951,548	892,742	920,461	1,035,276	1,237,772	1,528,552
Balance Property Sale Reserve	0	0	0	0	0	0	0	0	0	0

BORROWER: CDP Port Chester

AMOUNT: 35,020,000.00 35,020,000.00

0.00 **ROUNDIN**

ALL-IN RATE: 0.04

AVG. LIFE: 19.56

Amort Years	MATURITY	INTEREST RATE	NOTE AMOUNT	BENCHMARK	SPREAD	OUTSTANDING BALANCE	Years Remain Lock Out Per
0.00	41,944.00	0.04	0.00			35,020,000.00	
0.00	42,370.00	0.04	0.00			35,020,000.00	10.00
0.00	42,736.00	0.04	0.00		0.00	35,020,000.00	9.00
1.00	43,101.00	0.04	900,000.00		0.00	34,120,000.00	8.00
2.00	43,466.00	0.04	900,000.00		0.00	33,220,000.00	7.00
3.00	43,831.00	0.04	900,000.00		0.00	32,320,000.00	6.00
4.00	44,197.00	0.04	900,000.00		0.00	31,420,000.00	5.00
5.00	44,562.00	0.04	1,000,000.00		0.00	30,420,000.00	4.00
6.00	44,927.00	0.04	1,000,000.00		0.00	29,420,000.00	3.00
7.00	45,292.00	0.04	1,000,000.00		0.00	28,420,000.00	2.00
8.00	45,658.00	0.04	1,100,000.00		0.00	27,320,000.00	1.00
9.00	46,023.00	0.04	1,100,000.00		0.00	26,220,000.00	0.00
10.00	46,388.00	0.04	1,100,000.00		0.00	25,120,000.00	
11.00	46,753.00	0.04	1,100,000.00		0.00	24,020,000.00	
12.00	47,119.00	0.04	1,200,000.00		0.00	22,820,000.00	
13.00	47,484.00	0.04	1,200,000.00		0.00	21,620,000.00	
14.00	47,849.00	0.04	1,200,000.00		0.00	20,420,000.00	
15.00	48,215.00	0.04	1,200,000.00		0.00	19,220,000.00	
16.00	48,580.00	0.04	1,200,000.00		0.00	18,020,000.00	
17.00	48,945.00	0.04	1,200,000.00		0.00	16,820,000.00	
18.00	49,310.00	0.04	1,200,000.00		0.00	15,620,000.00	
19.00	49,675.00	0.04	1,200,000.00		0.00	14,420,000.00	
20.00	50,041.00	0.04	1,200,000.00		0.00	13,220,000.00	
21.00	50,406.00	0.04	1,200,000.00		0.00	12,020,000.00	
22.00	50,771.00	0.04	1,300,000.00		0.00	10,720,000.00	
23.00	51,136.00	0.04	1,300,000.00		0.00	9,420,000.00	
24.00	51,502.00	0.04	1,300,000.00		0.00	8,120,000.00	
25.00	51,867.00	0.04	1,350,000.00		0.00	6,770,000.00	
26.00	52,232.00	0.04	1,350,000.00		0.00	5,420,000.00	
27.00	52,597.00	0.04	1,350,000.00		0.00	4,070,000.00	
28.00	52,963.00	0.04	1,350,000.00		0.00	2,720,000.00	
29.00	53,328.00	0.04	1,400,000.00		0.00	1,320,000.00	
30.00	53,693.00	0.04	1,320,000.00		0.00	0.00	
			35,020,000.00				

CASCADING PRINCIPAL AND INTEREST SCHEDULE

Placed In Ser 42,522.00

PAYMENTS REPRESENT 360 DAYS FOR RESPECTIVE CALANDER YEARS JANUARY

61.00

ing

iod

	<u>41,944.00</u>	<u>42,005.00</u>	<u>42,186.00</u>	<u>42,370.00</u>	<u>42,552.00</u>	<u>42,736.00</u>	<u>42,917.00</u>
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	6,405.00	19,005.00	19,320.00	19,005.00	19,320.00	19,005.00
	0.00	6,405.00	19,005.00	19,320.00	19,005.00	19,320.00	19,005.00
	0.00	6,405.00	19,005.00	19,320.00	19,005.00	19,320.00	19,005.00
	0.00	6,405.00	19,005.00	19,320.00	19,005.00	19,320.00	19,005.00
	0.00	7,116.67	21,116.67	21,466.67	21,116.67	21,466.67	21,116.67
	0.00	7,116.67	21,116.67	21,466.67	21,116.67	21,466.67	21,116.67
	0.00	7,116.67	21,116.67	21,466.67	21,116.67	21,466.67	21,116.67
	0.00	7,828.33	23,228.33	23,613.33	23,228.33	23,613.33	23,228.33
	0.00	7,828.33	23,228.33	23,613.33	23,228.33	23,613.33	23,228.33
	0.00	7,828.33	23,228.33	23,613.33	23,228.33	23,613.33	23,228.33
	0.00	7,828.33	23,228.33	23,613.33	23,228.33	23,613.33	23,228.33
	0.00	8,540.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
	0.00	8,540.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
	0.00	8,540.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
	0.00	8,540.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
	0.00	8,540.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
	0.00	8,540.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
	0.00	8,540.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
	0.00	8,540.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
	0.00	8,540.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
	0.00	8,540.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
	0.00	9,251.67	27,451.67	27,906.67	27,451.67	27,906.67	27,451.67
	0.00	9,251.67	27,451.67	27,906.67	27,451.67	27,906.67	27,451.67
	0.00	9,251.67	27,451.67	27,906.67	27,451.67	27,906.67	27,451.67
	0.00	9,607.50	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50
	0.00	9,607.50	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50
	0.00	9,607.50	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50
	0.00	9,607.50	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50
	0.00	9,963.33	29,563.33	30,053.33	29,563.33	30,053.33	29,563.33
	0.00	9,394.00	27,874.00	28,336.00	27,874.00	28,336.00	27,874.00
INTEREST	0.00	249,225.67	739,505.67	751,762.67	739,505.67	751,762.67	739,505.67
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DUE	0.00	249,225.67	739,505.67	751,762.67	739,505.67	751,762.67	739,505.67
					2,479,999.68	1,491,268.34	

44,378.00 44,562.00 44,743.00 44,927.00 45,108.00 45,292.00 45,474.00 45,658.00

21,116.67	21,466.67						
21,116.67	21,466.67	21,116.67	21,466.67				
21,116.67	21,466.67	21,116.67	21,466.67	21,116.67	21,466.67		
23,228.33	23,613.33	23,228.33	23,613.33	23,228.33	23,613.33	23,228.33	23,613.33
23,228.33	23,613.33	23,228.33	23,613.33	23,228.33	23,613.33	23,228.33	23,613.33
23,228.33	23,613.33	23,228.33	23,613.33	23,228.33	23,613.33	23,228.33	23,613.33
23,228.33	23,613.33	23,228.33	23,613.33	23,228.33	23,613.33	23,228.33	23,613.33
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67
27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67
27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67
28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00
28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00
28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00
28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00
29,563.33	30,053.33	29,563.33	30,053.33	29,563.33	30,053.33	29,563.33	30,053.33
27,874.00	28,336.00	27,874.00	28,336.00	27,874.00	28,336.00	27,874.00	28,336.00
663,485.67	674,482.67	642,369.00	653,016.00	621,252.33	631,549.33	600,135.66	610,082.66
0.00	1,000,000.00	0.00	1,000,000.00	0.00	1,000,000.00	0.00	1,100,000.00

663,485.67	1,674,482.67	642,369.00	1,653,016.00	621,252.33	1,631,549.33	600,135.66	1,710,082.66
	2,337,968.34		2,295,385.00		2,252,801.66		2,310,218.32

45,839.00 46,023.00 46,204.00 46,388.00 46,569.00 46,753.00 46,935.00

23,228.33	23,613.33					
23,228.33	23,613.33	23,228.33	23,613.33			
23,228.33	23,613.33	23,228.33	23,613.33	23,228.33	23,613.33	
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00
27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67	27,451.67
27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67	27,451.67
27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67	27,451.67
28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50
28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50
28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50
28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50
29,563.33	30,053.33	29,563.33	30,053.33	29,563.33	30,053.33	29,563.33
27,874.00	28,336.00	27,874.00	28,336.00	27,874.00	28,336.00	27,874.00
576,907.33	586,469.33	553,679.00	562,856.00	530,450.67	539,242.67	507,222.34
0.00	1,100,000.00	0.00	1,100,000.00	0.00	1,100,000.00	0.00

576,907.33	1,686,469.33	553,679.00	1,662,856.00	530,450.67	1,639,242.67	507,222.34
	2,263,376.66		2,216,535.00		2,169,693.34	

<u>47,119.00</u>	<u>47,300.00</u>	<u>47,484.00</u>	<u>47,665.00</u>	<u>47,849.00</u>	<u>48,030.00</u>	<u>48,214.00</u>
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25,760.00

25,760.00	25,340.00	25,760.00				
25,760.00	25,340.00	25,760.00	25,340.00	25,760.00		
25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
27,906.67	27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67
27,906.67	27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67
27,906.67	27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67
28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00
28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00
28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00
28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00
30,053.33	29,563.33	30,053.33	29,563.33	30,053.33	29,563.33	30,053.33
28,336.00	27,874.00	28,336.00	27,874.00	28,336.00	27,874.00	28,336.00
515,629.34	481,882.34	489,869.34	456,542.34	464,109.34	431,202.34	438,349.34
1,200,000.00	0.00	1,200,000.00	0.00	1,200,000.00	0.00	1,200,000.00

1,715,629.34	481,882.34	1,689,869.34	456,542.34	1,664,109.34	431,202.34	1,638,349.34
2,222,851.68		2,171,751.68		2,120,651.68		2,069,551.68

48,396.00 48,580.00 48,761.00 48,945.00 49,126.00 49,310.00 49,491.00 49,675.00

25,340.00	25,760.00						
25,340.00	25,760.00	25,340.00	25,760.00				
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00		
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00	25,340.00	25,760.00
27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67
27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67
27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67
28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00
28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00
28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00
28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00
29,563.33	30,053.33	29,563.33	30,053.33	29,563.33	30,053.33	29,563.33	30,053.33
27,874.00	28,336.00	27,874.00	28,336.00	27,874.00	28,336.00	27,874.00	28,336.00
405,862.34	412,589.34	380,522.34	386,829.34	355,182.34	361,069.34	329,842.34	335,309.34
0.00	1,200,000.00	0.00	1,200,000.00	0.00	1,200,000.00	0.00	1,200,000.00

405,862.34	1,612,589.34	380,522.34	1,586,829.34	355,182.34	1,561,069.34	329,842.34	1,535,309.34
	2,018,451.68		1,967,351.68		1,916,251.68		1,865,151.68

49,857.00 50,041.00 50,222.00 50,406.00 50,587.00 50,771.00 50,952.00

25,340.00	25,760.00					
25,340.00	25,760.00	25,340.00	25,760.00			
27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67	
27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67	27,451.67
27,451.67	27,906.67	27,451.67	27,906.67	27,451.67	27,906.67	27,451.67
28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50
28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50
28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50
28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50
29,563.33	30,053.33	29,563.33	30,053.33	29,563.33	30,053.33	29,563.33
27,874.00	28,336.00	27,874.00	28,336.00	27,874.00	28,336.00	27,874.00
304,502.34	309,549.34	279,162.34	283,789.34	253,822.34	258,029.34	226,370.67
0.00	1,200,000.00	0.00	1,200,000.00	0.00	1,300,000.00	0.00

304,502.34	1,509,549.34	279,162.34	1,483,789.34	253,822.34	1,558,029.34	226,370.67
	1,814,051.68		1,762,951.68		1,811,851.68	

<u>51,136.00</u>	<u>51,318.00</u>	<u>51,502.00</u>	<u>51,683.00</u>	<u>51,867.00</u>	<u>52,048.00</u>	<u>52,232.00</u>
------------------	------------------	------------------	------------------	------------------	------------------	------------------

27,906.67						
27,906.67	27,451.67	27,906.67				
28,980.00	28,507.50	28,980.00	28,507.50	28,980.00		
28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00
28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00
28,980.00	28,507.50	28,980.00	28,507.50	28,980.00	28,507.50	28,980.00
30,053.33	29,563.33	30,053.33	29,563.33	30,053.33	29,563.33	30,053.33
28,336.00	27,874.00	28,336.00	27,874.00	28,336.00	27,874.00	28,336.00
230,122.67	198,919.00	202,216.00	171,467.33	174,309.33	142,959.83	145,329.33
1,300,000.00	0.00	1,300,000.00	0.00	1,350,000.00	0.00	1,350,000.00

1,530,122.67	198,919.00	1,502,216.00	171,467.33	1,524,309.33	142,959.83	1,495,329.33
1,756,493.34		1,701,135.00		1,695,776.66		1,638,289.16

52,413.00 52,597.00 52,779.00 52,963.00 53,144.00 53,328.00 53,509.00 53,693.00

28,507.50	28,980.00						
28,507.50	28,980.00	28,507.50	28,980.00				
29,563.33	30,053.33	29,563.33	30,053.33	29,563.33	30,053.33		
27,874.00	28,336.00	27,874.00	28,336.00	27,874.00	28,336.00	27,874.00	28,336.00
114,452.33	116,349.33	85,944.83	87,369.33	57,437.33	58,389.33	27,874.00	28,336.00
0.00	1,350,000.00	0.00	1,350,000.00	0.00	1,400,000.00	0.00	1,320,000.00
<hr/>							
114,452.33	1,466,349.33	85,944.83	1,437,369.33	57,437.33	1,458,389.33	27,874.00	1,348,336.00
	1,580,801.66		1,523,314.16		1,515,826.66		1,376,210.00

BORROWER:
AMOUNT:
ALL-IN RATE:
AVG. LIFE:

Amort

<u>Years</u>	<u>MATURITY</u>
0	1-Nov-2014
0	1-Jan-2016
0	1-Jan-2017
1	1-Jan-2018
2	1-Jan-2019
3	1-Jan-2020
4	1-Jan-2021
5	1-Jan-2022
6	1-Jan-2023
7	1-Jan-2024
8	1-Jan-2025
9	1-Jan-2026
10	1-Jan-2027
11	1-Jan-2028
12	1-Jan-2029
13	1-Jan-2030
14	1-Jan-2031
15	2-Jan-2032
16	1-Jan-2033
17	1-Jan-2034
18	1-Jan-2035
19	1-Jan-2036
20	1-Jan-2037
21	1-Jan-2038
22	1-Jan-2039
23	1-Jan-2040
24	1-Jan-2041
25	1-Jan-2042
26	1-Jan-2043
27	1-Jan-2044
28	1-Jan-2045
29	1-Jan-2046
30	1-Jan-2047

CDP Port Chester

\$7,130,000 \$ 7,130,000 \$ - **ROUNDIN**

0.00%

18.86

INTEREST RATE	NOTE AMOUNT	ENCHMAR	SPREAD	OUTSTANDING BALANCE	Years Remaining Lock Out Period
6.500%	-			7,130,000	
6.500%	-			7,130,000	
6.500%	-		-	7,130,000	
6.500%	200,000		0.00%	6,930,000	
6.500%	200,000		0.00%	6,730,000	
6.500%	200,000		0.00%	6,530,000	
6.500%	200,000		0.00%	6,330,000	
6.500%	200,000		0.00%	6,130,000	
6.500%	200,000		0.00%	5,930,000	
6.500%	250,000		0.00%	5,680,000	
6.500%	250,000		0.00%	5,430,000	
6.500%	250,000		0.00%	5,180,000	
6.500%	250,000		0.00%	4,930,000	
6.500%	250,000		0.00%	4,680,000	
6.500%	250,000		0.00%	4,430,000	
6.500%	250,000		0.00%	4,180,000	
6.500%	250,000		0.00%	3,930,000	
6.500%	250,000		0.00%	3,680,000	
6.500%	250,000		0.00%	3,430,000	
6.500%	250,000		0.00%	3,180,000	
6.500%	250,000		0.00%	2,930,000	
6.500%	250,000		0.00%	2,680,000	
6.500%	250,000		0.00%	2,430,000	
6.500%	250,000		0.00%	2,180,000	
6.500%	250,000		0.00%	1,930,000	
6.500%	250,000		0.00%	1,680,000	
6.500%	250,000		0.00%	1,430,000	
6.500%	250,000		0.00%	1,180,000	
6.500%	250,000		0.00%	930,000	
6.500%	250,000		0.00%	680,000	
6.500%	250,000		0.00%	430,000	
6.500%	235,000		0.00%	195,000	
6.500%	195,000		0.00%	-	
	7,130,000.00				

0.00	78,528.99	233,012.38	236,874.51	233,012.38	236,874.51	233,012.38	436,874.51
				781,428.26	469,886.89		669,886.89

226,476.27	430,230.07	219,940.16	423,585.63	213,404.05	416,941.19	206,867.94	410,296.75
	656,706.34		643,525.79		630,345.24		617,164.69

200,331.83	403,652.31	193,795.72	447,007.87	185,625.58	438,702.31	177,455.44	430,396.75
	603,984.14		640,803.59		624,327.89		607,852.19

169,285.30	422,091.19	161,115.16	413,785.63	152,945.02	405,480.07	144,774.88	397,174.51
	591,376.49		574,900.79		558,425.09		541,949.39

01-Jul-30 01-Jan-31 01-Jul-31 01-Jan-32 01-Jul-32 01-Jan-33 01-Jul-33 01-Jan-34

8,170.14	8,305.56						
8,170.14	8,305.56	8,170.14	8,305.56				
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56		
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
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8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
7,679.93	7,807.22	7,679.93	7,807.22	7,679.93	7,807.22	7,679.93	7,807.22
6,372.71	6,478.33	6,372.71	6,478.33	6,372.71	6,478.33	6,372.71	6,478.33
136,604.74	138,868.95	128,434.60	130,563.39	120,264.46	122,257.83	112,094.32	113,952.27
0.00	250,000.00	0.00	250,000.00	0.00	250,000.00	0.00	250,000.00

136,604.74	388,868.95	128,434.60	380,563.39	120,264.46	372,257.83	112,094.32	363,952.27
	525,473.69		508,997.99		492,522.29		476,046.59

01-Jul-34 01-Jan-35 01-Jul-35 01-Jan-36 01-Jul-36 01-Jan-37 01-Jul-37 01-Jan-38

8,170.14	8,305.56						
8,170.14	8,305.56	8,170.14	8,305.56				
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56		
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
7,679.93	7,807.22	7,679.93	7,807.22	7,679.93	7,807.22	7,679.93	7,807.22
6,372.71	6,478.33	6,372.71	6,478.33	6,372.71	6,478.33	6,372.71	6,478.33
103,924.18	105,646.71	95,754.04	97,341.15	87,583.90	89,035.59	79,413.76	80,730.03
-	250,000	-	250,000	-	250,000	-	250,000

103,924.18	355,646.71	95,754.04	347,341.15	87,583.90	339,035.59	79,413.76	330,730.03
	459,570.89		443,095.19		426,619.49		410,143.79

01-Jul-38 01-Jan-39 01-Jul-39 01-Jan-40 01-Jul-40 01-Jan-41 01-Jul-41 01-Jan-42

8,170.14	8,305.56						
8,170.14	8,305.56	8,170.14	8,305.56				
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56		
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56
7,679.93	7,807.22	7,679.93	7,807.22	7,679.93	7,807.22	7,679.93	7,807.22
6,372.71	6,478.33	6,372.71	6,478.33	6,372.71	6,478.33	6,372.71	6,478.33
71,243.62	72,424.47	63,073.48	64,118.91	54,903.34	55,813.35	46,733.20	47,507.79
-	250,000	-	250,000	-	250,000	-	250,000

71,243.62	322,424.47	63,073.48	314,118.91	54,903.34	305,813.35	46,733.20	297,507.79
	393,668.09		377,192.39		360,716.69		344,240.99

01-Jul-42 01-Jan-43 01-Jul-43 01-Jan-44 01-Jul-44 01-Jan-45 01-Jul-45 01-Jan-46 01-Jul-46

8,170.14	8,305.56							
8,170.14	8,305.56	8,170.14	8,305.56					
8,170.14	8,305.56	8,170.14	8,305.56	8,170.14	8,305.56			
7,679.93	7,807.22	7,679.93	7,807.22	7,679.93	7,807.22	7,679.93	7,807.22	
6,372.71	6,478.33	6,372.71	6,478.33	6,372.71	6,478.33	6,372.71	6,478.33	6,372.71
38,563.06	39,202.23	30,392.92	30,896.67	22,222.78	22,591.11	14,052.64	14,285.55	6,372.71
-	250,000	-	250,000	0	250,000	0	235,000	0

38,563.06	289,202.23	30,392.92	280,896.67	22,222.78	272,591.11	14,052.64	249,285.55	6,372.71
	327,765.29		311,289.59		294,813.89		263,338.19	

01-Jan-47

6,478.33

6,478.33

195,000

201,478.33

207,851.04

DISCUSSION



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Choose a Department

Village BOT Meeting Date: July 7, 2014

Item Type: Add-On 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			Manager Priorities		
Strategic Plan Related			N/A		

Sponsor's Name: Select Sponsor's Name.

Report and recommendation for Sewer Rent Grievance of Brenda Crandell dated 6/6/14

Summary

Background:

- Hearing of the Manager's Report and Grievance of a Sewer Rent bill for 732 King Street between the period of 6/1/13 and 3/24/14.

Proposed Action

That the Board of Trustees act on the Add-On Resolution

Attachments
<p>Blank Sewer Rent Grievance Resolution</p> <p>Appeal of Brenda M. Crandell 732 King Street dated received 6/6/14</p> <p>Report/Recommendation Memo of the Village Manager on the above dated 7/1/14</p> <p>Letter to Ms. Crandell informing her of today's meeting mailed 7/1/14</p>



VILLAGE OF PORT CHESTER

OFFICE OF THE VILLAGE MANAGER

MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Christopher Ameigh

THROUGH: Christopher D Steers

DATE: July 1, 2014

RE: Brenda Crandell Sewer Rent Grievance Report/Recommendation.

As directed the 6/19/14 BOT meeting, the Village Manager's office has prepared a report on the Sewer Rent Grievance of Brenda Crandell of 732 King Street, received on 6/6/14.

- Provided documentation showing water consumption by quarter between 12/26/13-3/24/14 indicating that approximately 69% of total consumption occurred as a result of apparently seasonal activity between 3/26/13 and 12/23/13 (the likely periods of lawn watering and hot Tub/Pool operation) See attached documentation and calculation.
- Pool (claims 35,000)
 - Failed to provide evidence of the legal status of the pool i.e. Certificate of Occupancy.
 - Google earth shows existence of pool. (see attached)
 - 35,000 gallon pool uses approximately 46.78 CCF/year or \$60.83 (fy13-14 rate) of sewer rent fee (for one full refill) No evidence provided of the exact volume of the pool. Google earth images appear to corroborate approximate size.
- Sprinkler
 - Provided documentation of the existence of a sprinkler system, turned off 11/1/13, turned on 4/8/14 (see attached)
- Hot Tub
 - Failed to provide evidence of existence of Hot Tub.

The Village Manager's Office recommends the maximum credit of 10% of the total Consumption between 12/23/13-3/24/14.

Original Consumption	171 CCF
Reduction	17 CCF
Original Fee	\$222.30
New Fee with Consumption Reduction	\$200.07

Crandell 6/6/14 Sewer Rent Water Consumption Analysis

Water Bills for period 12/2012 thru 3/2014						
PERIOD		DAYS OF SERVICE	USAGE CCF	GALLONS	Use % to Tot	
FROM	TO					
12/26/12	03/26/13	90	12	8,976	5.69%	Normal discharge into Village Sewer
03/26/13	06/24/13	90	37	27,676	17.54%	Pool opened & Hot tub. Ground sprinklers on in April
06/24/13	09/23/13	91	91	68,068	43.13%	Sprinklers On
09/23/13	12/23/13	91	57	42,636	27.01%	Sprinklers On - Off in Nov
12/23/13	03/24/14	91	<u>14</u>	<u>10,472</u>	<u>6.64%</u>	Normal discharge into Village Sewer
		453	211	157,828	100.00%	
Demonstrated average consumption in winter months					6.16%	
Percentage consumption beyond winter average in non winter months.					69.19%	





VILLAGE OF PORT CHESTER

Village Clerk

222 Grace Church Street, Port Chester, New York 1057

Phone (914) 939-5202 • Fax (914) 305-2560

www.portchesterny.com



TO: Mayor and Board of Trustees
c/o Village Clerk
Village of Port Chester
222 Grace Church Street
Port Chester, N.Y. 10573

APPEAL

In accordance with the provisions of Section 268-9 of the Village Code, I, BRENDA M. CRANDELL, owner of property located at 732 KING STREET Port Chester, New York, also designated as Section 136.29 Block 2 and Lot 1 on the Tax Map of the Town of Rye, hereby make hereby make application and appeal to the Board of Trustees for review with regard to the attached Sewer Rent Bill dated 5/20/14 for the period from 6/01/13 to 3/24/14 AND ALL FUTURE SEWER RENT BILLS.

(please attach a copy of the referred to Sewer Rent Bill)

The grounds of my appeal are as follows: (check appropriate box)

1. That the amount of water consumption reflected on the attached Sewer Rent Bill is not correct. * The Village will refer this matter to United Water Westchester, Inc. for their comment prior to hearing.

2. That the fee amount in the attached Sewer Rent Bill should be adjusted because a significant portion of the water consumed during the period indicated on the attached Sewer Rent Bill was not discharged into the Village Sanitary Sewer System.

To claim a grievance under option 2, include all evidence to support the degree and amount of water usage that is claimed to be applied for uses that did not result in discharges into the sanitary sewer system. Detail the uses for the water, the equipment that was used, the holding capacity or flow capacity of that equipment, the average amount of time that equipment was in use etc. and state the non-sanitary sewer destination for such water during the time period to be adjusted. Note that the Board may grant an adjustment of the amount of water consumption to be used as the basis for the sewer rent, but in no event shall such adjustment exceed ten (10) percent of consumption.

REGARDING #2 + #3:

3. Other. Please describe below.

10 ZONE SPRINKLER SYSTEM FOR LARGE 1.71 ACRE PROPERTY IS ON APRIL - NOVEMBER.
(SEE ENCLOSED BILLS FROM EVERMIST FOR SYSTEM BEING TURNED ON AND OFF).

35,000 GALLON POOL - OPENED IN APRIL/MAY AND CLOSED IN SEPTEMBER.
(POOL FILLED WHEN OPENED WITH WATER ADDED THROUGHOUT SEASON).

250 GALLON HOT TUB

(FILLED IN APRIL WITH WATER ADDED THROUGHOUT YEAR).

THERE IS ONLY ONE FULL-TIME RESIDENT AND ONE PART-TIME
RESIDENT OCCUPYING THE PROPERTY.

SEE ENCLOSED WATER BILLS WHICH SHOW 2 DEC.-MARCH PERIODS WHEN
THERE IS NO OUTSIDE USE OF WATER AND ONLY 12-14 CCF'S
(8,976 - 10,472 GALLONS) ARE USED VERSUS JUNE-SEPT.
WHEN THE SPRINKER, POOL, HOT TUB, ETC. ARE USED (NONE
OF WHICH IS DISCHARGED INTO THE VILLAGE SANITATION SYSTEM)
INCREASES TO 91 CCF'S (68,068 GALLONS).

MORE THAN 85% OF MY WATER IS NOT DISCHARGED INTO THE SEWER
SYSTEM.

Provide all documentation supporting your claim under option #3.

[Signature]

Signature of owner

914 934-2070

Phone # of Owner

6/3/14

Date

FOR VILLAGE USE ONLY

Date of Receipt: 6/6/14

Date of Referral to Staff: 6/19/14

Date of Report and Recommendation: 7/7/14 (copy annexed):

Credit of \$22.23

DETERMINATION

Upon review of the foregoing, the Board of Trustees of the Village of Port Chester

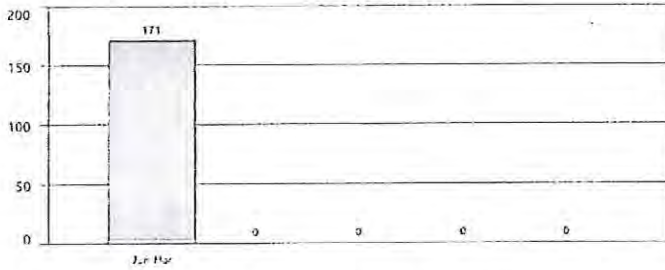
hereby GRANTS /DENIES (circle one) the application and appeal of _____



VILLAGE OF PORT CHESTER SEWER RENT
 Serviced by United Water Westchester

Village of Port Chester Sewer Rent
 Customer Service Center
 2525 Palmer Avenue
 New Rochelle, NY 10801
 Telephone: 888-876-1872
 www.unitedwater.com

USAGE HISTORY
 Usage in Hundreds of Cubic Feet



Next meter reading date: on or about 06/23/2014

Billing Date: 05/20/14
 Account Number: 07907194206038

Previous Balance	\$0.00
Payments Through 05/20/14	\$0.00
Balance Forward	\$0.00
Current Charges Due 06/13/2014	\$222.30
TOTAL AMOUNT DUE	\$222.30

*PAY BY 06/16/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: BRENDA CRANDELL

SERVICE ADDRESS: 732 KING ST PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
49195077	06/01/13	03/24/14	296	1634	1805	171 CCF EQUIVALENT TO		PRORATED ACTUAL 127,908 GALLONS	SWQ

SEW RENT 171.0000 @ \$1.30002 \$222.30
 TOTAL CURRENT CHARGES \$222.30

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

IMPORTANT MESSAGES

SEWER RENT - User charges established by the Village of Port Chester for the use of the sanitary sewer system. Your sewer rent is based on the total water consumption for the period. This bill represents the total sewer rent due for this period based on your water usage reflected above. All future bills will be issued on the same date as your water bill.

Rich Gasparino

Evermist Ltd.
16 Palace Pl.
Port Chester NY 10573

Phone # 914-939-5782
Fax # (914) 939-5784

pd. 4/9/14

Sprinkler Turn-On

Invoice

Date	Invoice #	Total
4/9/2014	57680	

Billing Address
Mrs. Brenda Crandell 732 King Str. Port Chester, NY 10573

Job Address
Brenda Crandell 732 King Str. Port Chester, NY 10573

WE NOW ACCEPT CREDIT CARD PAYMENTS
(No AMEN Please)

Description	P.O. Number		Terms		Tech
	Serviced	Qty	U/M	Unit Price	Amt
Turn On and Labor - Work Order 36288	4/8/2014	1		202.16	202.16T
Tech Comments: - WORK DONE ON ZONE # 3 PROBLEMS FOUND Replaced Rotary Head/s Leaking Replaced Rotary Head/s Not Turning Moved a head/s - WORK DONE ON ZONE # 4 PROBLEMS FOUND Replaced Rotary Head/s Not Turning Replaced Rotary Head/s Leaking - WORK DONE ON ZONE # 5 PROBLEMS FOUND Replaced Rotary Head/s Leaking - WORK DONE ON ZONE # 6 PROBLEMS FOUND Replaced Rotary Head/s Not Turning - WORK DONE ON ZONE # 8 PROBLEMS FOUND Capped a head/s - WORK DONE ON ZONE # 10 PROBLEMS FOUND Moved a head/s - GENERAL REPAIRS ON SYSTEM Straightened 2 heads __ YOUR CLOCK IS OFF - Your system has been started & tested. The clock is set for spring conditions. TURN CLOCK TO AUTO or Run when you are ready to water.					

A service charge of 1.5% a month will be added to bills not paid within 30 days.

Total
Invoice # 57680

Rich Gasparino

Evermist Ltd.
16 Palace Pl.
Port Chester NY 10573

Phone # 914-939-5782
Fax # (914) 939-5784

Sprinkler Turn-off

Invoice

Date	Invoice #	Total
11/4/2013	56732	\$166.43

Billing Address
Mrs. Brenda Crandell 732 King Str. Port Chester, NY 10573

Job Address
Brenda Crandell 732 King Str. Port Chester, NY 10573

WE NOW ACCEPT CREDIT CARD PAYMENTS
(No AMEX Please)

Description	P.O. Number		Terms		Tech
	Serviced	Qty	U/M	Unit Price	RC
Winterization - Work Order 34858	11/1/2013	1		155.00	155.00T
Tech Comments: - Winterized sprinkler system - Do Not Turn on Water to Sprinkler System Sales Tax				7.375%	11.43

A service charge of 1.5% a month will be added to bills not paid within 30 days.

Total \$166.43

Invoice # 56732

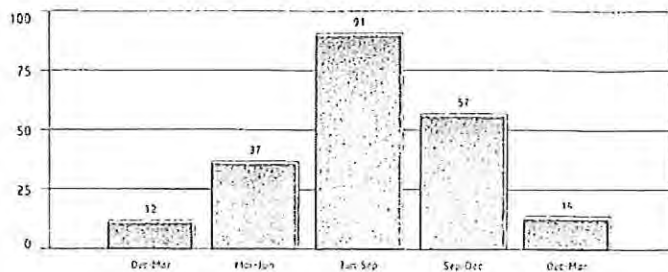


UNITED WATER

United Water Westchester
Customer Service Center
2525 Palmer Avenue
New Rochelle, NY 10801
Telephone: 877-266-9101
www.unitedwater.com

USAGE HISTORY

Usage in Hundreds of Cubic Feet



Next meter reading date: on or about 06/23/2014

Billing Date:	03/24/14
Account Number:	05506404220000
Previous Balance	\$348.29
Payments Through 03/24/14 <i>THANK YOU</i>	\$348.29CR
Balance Forward	\$0.00
Current Charges Due On Receipt	\$99.98
TOTAL AMOUNT DUE	\$99.98
MINIMUM BILL	

*PAY BY 04/17/2014 TO AVOID A 1.5% LATE PAYMENT CHARGE

SERVICE TO: BRENDA CRANDELL

SERVICE ADDRESS: 732 KING ST PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
49195077	12/23/13	03/24/14	91	1791	1805	14 EQUIVALENT TO	CCF	ACTUAL 10,472 GALLONS	GSQ2
MINIMUM CHARGES				\$86.79	LEVELIZING SURCHARGE				\$2.35
PURCH WAT WJWW				\$2.23	TEMP ST ASSMNT				\$1.59
PURCH WAT AQCT				\$4.73	LOCAL TAX				\$1.00
RECONCILE				\$1.29	TOTAL CURRENT CHARGES				\$99.98

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

IMPORTANT MESSAGES

Your consumption is based on an actual reading of your water meter.
 Save a stamp and go paperless today! Log on to www.unitedwater.com or call Customer Service to find out more information and to enroll in eBilling.
 We will be conducting our annual hydrant flushing program from April 1 through the end of May, 2012. For more information call 637-5336.
RESIDENTIAL
 As authorized in Case 09-W-0828, effective October 4, 2013, the PURCH WAT AQCT surcharge of 5.45% has been implemented to recover the additional costs imposed by the Aquarion Water Company of Connecticut and not included in water rates.
 In order to provide customers with a level increase over the four years of the rate plan, the NYSpsc in Case 09-W-0828 authorized a "LEVELIZING SURCHARGE" effective November 1, 2013 of 2.71%.
 Phase 4 of the NYSpsc approved levelized overall rate increase of 2.94% is effective as of November 1, 2013 as authorized in Case No. 09-W-0828.
 As authorized by the NYSpsc in Case 09-W-0828, effective January 23, 2014, the RECONCILE surcharge decreases from 2.773% to 1.492%.
 Effective July 1, 2013, the TEMP ST ASSMNT surcharge changes from 1.72% to 1.63%.
 Effective July 1, 2013, the PURCH WAT WJWW increases from 1.46% to 2.57%.

PLEASE DETACH HERE AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT IN THE RETURN ENVELOPE PROVIDED.



UNITED WATER
Customer Service Center
2525 Palmer Avenue
New Rochelle, NY 10801

Temp - Return Service Requested

SERVICE ADDRESS: 732 KING ST
PORT CHESTER NY

Please check this box if you have made any changes to the information on the reverse side.

000191



*****SINGLE-PIECE 191 T1:1 191 1 SP 0.480
BRENDA CRANDELL
732 KING ST
PORT CHESTER NY 10573-2345

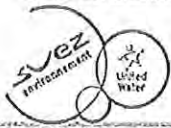


Account Number:	05506404220000
Balance Forward	\$0.00
Current Charges Due On Receipt	\$99.98
TOTAL AMOUNT DUE	\$99.98
<i>Please make payable to: UNITED WATER WESTCHESTER</i>	
Payment Amount Enclosed	\$ _____



UNITED WATER WESTCHESTER
PAYMENT CENTER
PO BOX 371804
PITTSBURGH PA 15250-7804

05506404220000000000009998000000001

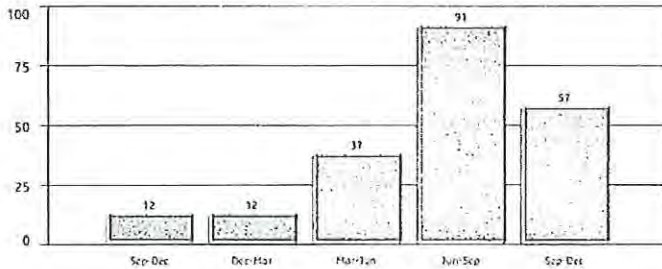


UNITED WATER

United Water Westchester
 Customer Service Center
 2525 Palmer Avenue
 New Rochelle, NY 10801
 Telephone: 877-266-9101
 www.unitedwater.com

USAGE HISTORY

Usage in Hundreds of Cubic Feet



Next meter reading date: on or about 03/24/2014

Billing Date:	12/24/13
Account Number:	05506404220000
Previous Balance	\$525.95
Payments Through 12/24/13 <i>THANK YOU</i>	\$525.95CR
Balance Forward	\$0.00
Current Charges Due On Receipt	\$348.29
TOTAL AMOUNT DUE	\$348.29

*PAY BY 01/16/2014 TO AVOID A 1.5% LATE PAYMENT CHARGE

SERVICE TO: BRENDA CRANDELL

SERVICE ADDRESS: 732 KING ST PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
49195077	09/23/13	12/23/13	91	1734	1791	57	CCF	ACTUAL	GSQ2
						EQUIVALENT TO		42,636 GALLONS	
5.0110 @ \$5.8159				\$29.14		PURCH WAT AQCT			\$16.29
6.9890 @ \$5.952				\$41.60		RECONCILE			\$8.29
18.7912 @ \$5.0025				\$94.00		LEVELIZING SURCHARGE			\$8.10
26.2088 @ \$5.1196				\$134.18		TEMP ST ASSMNT			\$5.53
WATER CHARGES SUBTOTAL				\$298.92		LOCAL TAX			\$3.48
PURCH WAT WJWW				\$7.68		TOTAL CURRENT CHARGES			\$348.29

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

IMPORTANT MESSAGES

Your consumption is based on an actual reading of your water meter.
 Save a stamp and go paperless today! Log on to www.unitedwater.com or call Customer Service to find out more information and to enroll in eBilling.
 We will be conducting our annual hydrant flushing program from April 1 through the end of May, 2012. For more information call 637-5336.
RESIDENTIAL
 As authorized in Case 09-W-0828, effective October 4, 2013, the PURCH WAT AQCT surcharge of 5.45% has been implemented to recover the additional costs imposed by the Aquarion Water Company of Connecticut and not included in water rates.
 In order to provide customers with a level increase over the four years of the rate plan, the NYSPSC in Case 09-W-0828 authorized a "LEVELIZING SURCHARGE" effective November 1, 2013 of 2.71%.
 Phase 4 of the NYSPSC approved levelized overall rate increase of 2.94% is effective as of November 1, 2013 as authorized in Case No. 09-W-0828.
 As authorized by the NYSPSC in Case 09-W-0828, effective January 23, 2013, the RECONCILE surcharge increases from 1.473% to 2.773%.
 Effective July 1, 2013, the TEMP ST ASSMNT surcharge changes from 1.72% to 1.63%.
 Effective July 1, 2013, the PURCH WAT WJWW increases from 1.46% to 2.57%.

PLEASE DETACH HERE AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT IN THE RETURN ENVELOPE PROVIDED.



UNITED WATER
 Customer Service Center
 2525 Palmer Avenue
 New Rochelle, NY 10801

Temp - Return Service Requested

SERVICE ADDRESS: 732 KING ST
 PORT CHESTER NY

Please check this box if you have made any changes to the information on the reverse side.

000011



*****SINGLE-PIECE 11 T1:1 11 1 SP 0.480
 BRENDA CRANDELL
 732 KING ST
 PORT CHESTER NY 10573-2345



Account Number:	05506404220000
Balance Forward	\$0.00
Current Charges Due On Receipt	\$348.29
TOTAL AMOUNT DUE	\$348.29
<i>Please make payable to: UNITED WATER WESTCHESTER</i>	
Payment Amount Enclosed	\$ _____



UNITED WATER WESTCHESTER
 PAYMENT CENTER
 PO BOX 371804
 PITTSBURGH PA 15250-7804

05506404220000000000034829000000004

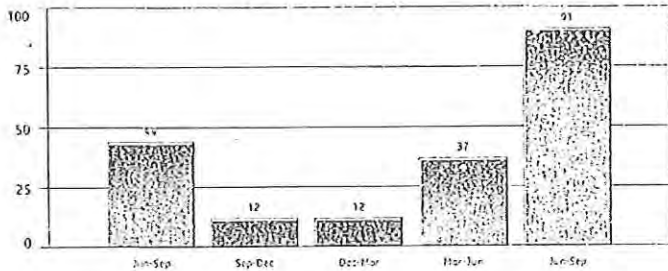


UNITED WATER

United Water Westchester
 Customer Service Center
 2525 Palmer Avenue
 New Rochelle, NY 10801
 Telephone: 877-266-9101
 www.unitedwater.com

USAGE HISTORY

Usage in Hundreds of Cubic Feet



Next meter reading date: on or about 12/23/2013

Billing Date:	09/23/13
Account Number:	05506404220000
Previous Balance	\$218.36
Payments Through 09/23/13 <i>THANK YOU</i>	\$218.36CR
Balance Forward	\$0.00
Current Charges Due On Receipt	\$525.95
TOTAL AMOUNT DUE	\$525.95

*PAY BY 10/17/2013 TO AVOID A 1.5% LATE PAYMENT CHARGE

SERVICE TO: BRENDA CRANDELL

SERVICE ADDRESS: 732 KING ST PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
49195077	06/24/13	09/23/13	91	1643	1734	91 EQUIVALENT TO	CCF	ACTUAL 68,068 GALLONS	SQ2
12.0000 @ \$5.8159				\$69.79		RECONCILE			\$12.89
79.0000 @ \$5.0025				\$395.20		LEVELIZING SURCHARGE			\$2.56
WATER CHARGES SUBTOTAL				\$464.99		TEMP ST ASSMNT			\$8.35
PURCH WAT WJWW				\$11.95		LOCAL TAX			\$5.26
DEF PW WJWW				\$19.95		TOTAL CURRENT CHARGES			\$525.95

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

IMPORTANT MESSAGES

Your consumption is based on an actual reading of your water meter.
 Save a stamp and go paperless today! Log on to www.unitedwater.com or call Customer Service to find out more information and to enroll in eBilling.
 We will be conducting our annual hydrant flushing program from April 1 through the end of May, 2012. For more information call 637-5336.
 RESIDENTIAL
 In order to provide customers with a level increase over the four years of the rate plan, the NYSpsc in Case 09-W-0828 authorized a "LEVELIZING SURCHARGE" effective November 1, 2012 of 0.55%.
 Phase 3 of the NYSpsc approved levelized overall rate increase of 4.81% is effective as of November 1, 2012 as authorized in Case No. 09-W-0828.
 As authorized by the NYSpsc in Case 09-W-0828, effective January 23, 2013, the RECONCILE surcharge increases from 1.473% to 2.773%.
 Effective July 1, 2013, the TEMP ST ASSMNT surcharge changes from 1.72% to 1.63%.
 Effective July 1, 2013, the PURCH WAT WJWW increases from 1.46% to 2.57%.

PLEASE DETACH HERE AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT IN THE RETURN ENVELOPE PROVIDED.



UNITED WATER
 Customer Service Center
 2525 Palmer Avenue
 New Rochelle, NY 10801

Temp - Return Service Requested

SERVICE ADDRESS: 732 KING ST
 PORT CHESTER NY

Please check this box if you have made any changes to the information on the reverse side.

000200

*****SINGLE-PIECE 200 T1:1 200 1 SP 0.480

BRENDA CRANDELL
 732 KING ST
 PORT CHESTER NY 10573-2345

Account Number:	05506404220000
Balance Forward	\$0.00
Current Charges Due On Receipt	\$525.95
TOTAL AMOUNT DUE	\$525.95
<i>Please make payable to: UNITED WATER WESTCHESTER</i>	
Payment Amount Enclosed	\$ _____

UNITED WATER WESTCHESTER
 PAYMENT CENTER
 PO BOX 371804
 PITTSBURGH PA 15250-7804

055064042200000000052595000000008

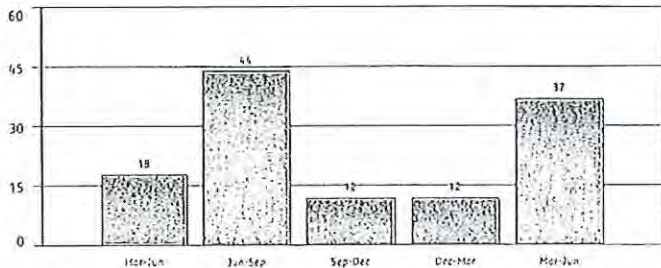


UNITED WATER

United Water Westchester
 Customer Service Center
 2525 Palmer Avenue
 New Rochelle, NY 10801
 Telephone: 877-266-9101
 www.unitedwater.com

USAGE HISTORY

Usage in Hundreds of Cubic Feet



Next meter reading date: on or about 09/21/2013

Billing Date:	06/25/13
Account Number:	05506404220000
Previous Balance	\$95.21
Payments Through 06/25/13 <i>THANK YOU</i>	\$95.21CR
Balance Forward	\$0.00
Current Charges Due On Receipt	\$218.36
TOTAL AMOUNT DUE	\$218.36

*PAY BY 07/18/2013 TO AVOID A 1.5% LATE PAYMENT CHARGE

SERVICE TO: BRENDA CRANDELL

SERVICE ADDRESS: 732 KING ST PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
49195077	03/26/13	06/24/13	90	1606	1643	37	CCF	ACTUAL	SQ2
						EQUIVALENT TO		27,676 GALLONS	
12.0000 @ \$5.8159				\$69.79		RECONCILE			\$5.40
25.0000 @ \$5.0025				\$125.06		LEVELIZING SURCHARGE			\$1.07
WATER CHARGES SUBTOTAL				\$194.85		TEMP ST ASSMNT			\$3.66
PURCH WAT WJWW				\$2.84		LOCAL TAX			\$2.18
DEF PW WJWW				\$8.36		TOTAL CURRENT CHARGES			\$218.36

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

IMPORTANT MESSAGES

Your consumption is based on an actual reading of your water meter.
 Save a stamp and go paperless today! Log on to www.unitedwater.com or call Customer Service to find out more information and to enroll in eBilling.
 We will be conducting our annual hydrant flushing program from April 1 through the end of May, 2012. For more information call 637-5336.
RESIDENTIAL
 In order to provide customers with a level increase over the four years of the rate plan, the NYSpsc in Case 09-W-0828 authorized a "LEVELIZING SURCHARGE" effective November 1, 2012 of 0.55%.
 Phase 3 of the NYSpsc approved levelized overall rate increase of 4.81% is effective as of November 1, 2012 as authorized in Case No. 09-W-0828.
 As authorized by the NYSpsc in Case 09-W-0828, effective January 23, 2013, the RECONCILE surcharge increases from 1.473% to 2.773%.
 Effective July 1, 2012, the TEMP ST ASSMNT surcharge changes from 1.75% to 1.72%.
 United Water purchases its water from Westchester Joint Water Works. As authorized by the PSC in Case 09-W-0828, PURCH WAT WJWW increases from 0.60% to 1.46% of water charges to recover an additional increase effective July 1, 2012.

PLEASE DETACH HERE AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT IN THE RETURN ENVELOPE PROVIDED



UNITED WATER
 Customer Service Center
 2525 Palmer Avenue
 New Rochelle, NY 10801

Temp - Return Service Requested

SERVICE ADDRESS: 732 KING ST
 PORT CHESTER NY

Please check this box if you have made any changes to the information on the reverse side.

000360

****AUTO**5-DIGIT 10573 360 T2:2 360 1 AV 0.360
 BRENDA CRANDELL
 732 KING ST
 PORT CHESTER NY 10573-2345

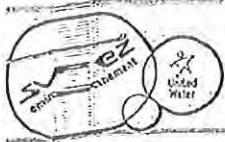


Account Number:	05506404220000
Balance Forward	\$0.00
Current Charges Due On Receipt	\$218.36
TOTAL AMOUNT DUE	\$218.36
<i>Please make payable to: UNITED WATER WESTCHESTER</i>	
Payment Amount Enclosed	\$ _____



UNITED WATER WESTCHESTER
 PAYMENT CENTER
 PO BOX 371804
 PITTSBURGH PA 15250-7804

055064042200000000021836000000002

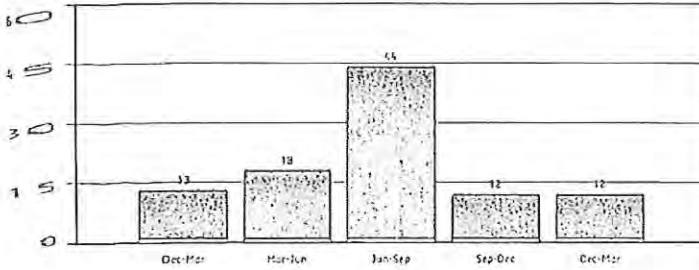


UNITED WATER

United Water Westchester
 Customer Service Center
 2525 Palmer Avenue
 New Rochelle, NY 10801
 Telephone: 877-266-9101
 www.unitedwater.com

USAGE HISTORY

Quarterly usage in Hundreds of Cubic Feet



Next meter reading date: on or about 06/22/2013

Billing Date:	03/28/13
Account Number:	05506404220000
Previous Balance	\$92.96
Payments Through 03/28/13 <i>THANK YOU</i>	\$92.96CR
Balance Forward	\$0.00
Current Charges Due 04/17/2013	\$95.21
TOTAL AMOUNT DUE	\$95.21
MINIMUM BILL	

*PAY BY 04/22/2013 TO AVOID A 1.5% LATE PAYMENT CHARGE

SERVICE TO: BRENDA CRANDELL

SERVICE ADDRESS: 732 KING ST PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
9195077	12/26/12	03/26/13	90	1594	1606	12	CCF	ACTUAL	SQ2
								EQUIVALENT TO 8,976 GALLONS	

MINIMUM CHARGES	\$84.81	TEMP ST ASSMNT	\$1.59
PURCH WAT WJWW	\$1.24	NY INCOME BASED TAX	\$0.16
DEF W WJWW	\$3.64	LOCAL TAX	\$0.95
RECONCILE	\$2.35	TOTAL CURRENT CHARGES	\$95.21
LEVELING SURCHARGE	\$0.47		

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

IMPORTANT MESSAGES

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 Save a stamp and go paperless today! Log on to www.unitedwater.com or call Customer Service to find out more information and to enroll in eBilling.
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RESIDENTIAL
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 Effective July 1, 2012, the TEMP ST ASSMNT surcharge changes from 1.75% to 1.72%.
 United Water purchases its water from Westchester Joint Water Works. As authorized by the PSC in Case 09-W-0828, PURCH WAT WJWW increases from 0.60% to 1.46% of water charges to recover an additional increase effective July 1, 2012.

PLEASE DETACH HERE AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT IN THE RETURN ENVELOPE PROVIDED.



UNITED WATER

Customer Service Center
 2525 Palmer Avenue
 New Rochelle, NY 10801

Temp - Return Service Requested

SERVICE ADDRESS: 732 KING ST
 PORT CHESTER NY

Please check this box if you have made any changes to the information on the reverse side.

000546



***AUTO**5-DIGIT 10573 546 T2:2 546 1 AV 0.360

BRENDA CRANDELL
 732 KING ST
 PORT CHESTER NY 10573-2345



Account Number:	05506404220000
Balance Forward	\$0.00
Current Charges Due 04/17/2013	\$95.21
TOTAL AMOUNT DUE	\$95.21
<i>Please make payable to: UNITED WATER WESTCHESTER</i>	
Payment Amount Enclosed	\$ _____



UNITED WATER WESTCHESTER
 PAYMENT CENTER
 PO BOX 371804
 PITTSBURGH PA 15250-7804

05506404220000000000095210000000007



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, NY 10573

July 1, 2014

Brenda Crandell
732 King Street
Port Chester, NY 10573

Dear Ms. Crandell,

The Village received your grievance complaint on 6/6/14. A copy of the document is attached.

The Village Board of Trustees (BOT) received your grievance on 6/19/14 and may make a determination based on your provided application and documentation at the next regularly scheduled BOT meeting on 7/7/14

You are welcome to attend to be heard.

Sincerely,

Christopher Ameigh
Administrative Aide to the Village Manager

**Village of Port Chester
Capital Plan for FY 2014-15
Financing Schedule**

	Amount	PPU	Section	Resolution	Bond Amount (Plus 2%)
Two (2) Police Cars	100,000	5 Years	29 A		102,000
Hardwire New Paystations	100,000	5 Years	50 A		102,000
Two (2) Fire Chief Ford Expeditions	70,000	5 Years	29 A		71,400
Resolution A Total	<u>270,000</u>				<u>275,400</u>
222 Grace Church HVAC Replacement	30,000	10 Years	13 B		30,600
Resolution B Total	<u>30,000</u>				<u>30,600</u>
Four (4) F550 FWD Dump Body Truck	200,000	15 Years	28 C		204,000
Street Resurfacing FY 2014-15 (NYS C.H.I.P.S. Funding - \$150,000)	1,000,000	15 Years	28 C		1,020,000
12 Ft. Deck Lawn Mower-Parks	70,000	15 Years	28 C		71,400
31 Yard Sanitation Truck	250,000	15 Years	28 C		255,000
Resolution C Total	<u>1,520,000</u>				<u>1,550,400</u>
Bush Homestead Refurbishing	50,000	25 Years	12(a)(1)	D	51,000
Police Building Improvement	100,000	25 Years	12(a)(1)	D	102,000
Resolution D Total	<u>150,000</u>				<u>153,000</u>
Total FY 2014-15 Capital Financing Resolutions	<u>1,970,000</u>				<u>2,009,400</u>

NB: Please note that 2% is added to cover Bond Financing Costs.

Prepared 6/11/14

From: Beth Ferguson [<mailto:bFerguson@capmark.org>]
Sent: Friday, June 13, 2014 4:14 PM
To: Douglas, Leonie
Subject: Village of Port Chester Financing Alternatives

Leonie:

I did receive your message about not coming to the meeting on Monday. Thank-you.

I thought the attached might be useful in your discussions next week regarding the capital projects. This is an initial analysis of the Village's

1. outstanding debt service,
2. issuing bonds in 2015 for the outstanding \$3,425,000 BANs and \$1,970,000 of new money or
3. staying in BANs until 2018 and issuing bonds at that time for the \$3,415,000 and \$1,970,000 of new money.

The first page gives the principal and interest detail. The second page is a summary of the outstanding debt service with each of the 2 options layered on and then a difference column for the two options.

Please let me know if you have any questions. Have a good weekend.

Beth

Beth A. Ferguson
Vice President
Capital Markets Advisors, LLC
1075 Route 82, Suite 4
Hopewell Junction, NY 12533
Phone: 845-227-8678
Fax: 845-227-6154



Village of Port Chester Analysis of Current and Future Bonding

FY Ended May 31:	Current Debt Service			Bonds in 2015 (1) Bonding of \$3,415,000 + \$1,970,000			BANs through 2017, Bonds in 2018 (2) Bonding of \$3,415,000 + \$1,970,000		
	Principal	Interest	Total Debt Svce.	Principal	Interest	Total Debt Svce.	Principal	Interest	Total Debt Svce.
2015	2,985,000	851,406	3,432,406						
2016	2,950,000	797,879	3,347,879	256,250	124,658	380,908	398,250 (3)	31,613 (4)	429,863
2017	2,620,000	725,529	3,345,529	260,000	123,505	383,505	418,250 (3)	41,445 (4)	459,695
2018	2,705,000	647,901	3,352,901	265,000	121,997	386,997	426,250 (3)	35,171 (4)	461,421
2019	2,775,000	571,591	3,346,591	265,000	119,559	384,559	298,000	112,634	410,634
2020	2,845,000	488,403	3,333,403	270,000	116,087	386,087	235,000	109,977	344,977
2021	2,930,000	407,146	3,337,146	275,000	111,605	386,605	240,000	106,852	346,852
2022	2,620,000	322,299	2,942,299	280,000	106,188	386,188	245,000	102,844	347,844
2023	2,405,000	247,834	2,652,834	285,000	99,888	384,888	250,000	97,797	347,797
2024	2,000,000	177,015	2,177,015	295,000	92,820	387,820	255,000	91,772	346,772
2025	2,065,000	107,821	2,172,821	300,000	84,943	384,943	260,000	84,836	344,836
2026	1,070,000	53,151	1,123,151	310,000	76,543	386,543	270,000	77,036	347,036
2027	395,000	19,521	414,521	320,000	67,491	387,491	280,000	68,315	348,315
2028	180,000	7,740	187,740	330,000	57,795	387,795	290,000	58,739	348,739
2029				340,000	47,466	387,466	300,000	48,444	348,444
2030				350,000	36,518	386,518	310,000	37,434	347,434
2031				360,000	24,933	384,933	320,000	25,716	345,716
2032				370,000	12,765	382,765	335,000	13,300	348,300
	<u>\$ 32,175,000</u>	<u>\$ 6,460,410</u>	<u>\$ 38,635,410</u>	<u>\$ 5,131,250</u>	<u>\$ 1,424,758</u>	<u>\$ 6,556,008</u>	<u>\$ 5,130,750</u>	<u>\$ 1,143,918</u>	<u>\$ 6,274,668</u>

- (1) Interest rates on bonds assumed at Aa + .25% for Series 2015
- (2) Interest rate on bonds assumed at AA + 1.00% for Series 2018.
- (3) Required BAN principal payments.
- (4) BAN interest assumed at 1.0% in 2015 and 1.5% in 2015 and 2017.



Village of Port Chester Analysis of Current and Future Bonding

FY Ended May 31:	Current Debt Service	Bonds in 2015 Debt Svce.	Current + 2015 Debt Svce.	BANs + Bonds in 2018 Debt Svce.	Current + BANs & 2018 Debt Svce.	Difference
2015	3,432,406		3,432,406		3,432,406	
2016	3,347,879	380,908	3,728,786	429,863	3,777,741	48,955
2017	3,345,529	383,505	3,729,033	459,695	3,805,224	76,191
2018	3,352,901	386,997	3,739,898	461,421	3,814,323	74,425
2019	3,346,591	384,559	3,731,150	410,634	3,757,225	26,075
2020	3,333,403	386,087	3,719,490	344,977	3,678,380	(41,110)
2021	3,337,146	386,605	3,723,751	346,852	3,683,998	(39,754)
2022	2,942,299	386,188	3,328,487	347,844	3,290,143	(38,344)
2023	2,652,834	384,888	3,037,721	347,797	3,000,630	(37,091)
2024	2,177,015	387,820	2,564,835	346,772	2,523,787	(41,048)
2025	2,172,821	384,943	2,557,764	344,836	2,517,656	(40,108)
2026	1,123,151	386,543	1,509,694	347,036	1,470,187	(39,508)
2027	414,521	387,491	802,012	348,315	762,835	(39,177)
2028	187,740	387,795	575,535	348,739	536,479	(39,057)
2029		387,466	387,466	348,444	348,444	(39,023)
2030		386,518	386,518	347,434	347,434	(39,085)
2031		384,933	384,933	345,716	345,716	(39,218)
2032		382,765	382,765	348,300	348,300	(34,466)
	<u>\$ 38,635,410</u>	<u>\$ 6,556,008</u>	<u>\$ 41,722,243</u>	<u>\$ 6,274,668</u>	<u>\$ 41,440,904</u>	(281,339)

RESOLUTIONS



VILLAGE OF
PORT CHESTER
 222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Office of the Village Attorney

Village BOT Meeting Date: July 7, 2014

Item Type: Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact	x		Public Hearing		x
Funding Source: Sewer Improvement 13/14 Account #: 5.8120.400.2013.132 Capital Fund			BID #14-03		
			Strategic Plan Priority Area		
			N/A		
Agreement	x		Manager Priorities		
Strategic Plan Related		x	N/A		

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

Heading Title
(Will appear as indicated below on Agenda)

AWARDING BID FOR SANITARY SEWER LINING AND MANHOLE REHABILITATION 2014

Summary

Background:

This is part of the Village's phased rehabilitation of the sanitary sewer system.

The Village's consulting engineer, Dolph Rotfeld, will be at the meeting to present the background and answer any questions the Board may have.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments
Correspondence from Dolph Rotfeld Engineering, P.C. recommending bid award

AWARDING BID FOR SANITARY SEWER LINING AND MANHOLE
REHABILITATION

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

WHEREAS, the Village of Port Chester has advertised for bids for Sanitary Sewer Lining and Manhole Rehabilitation 2014 (Bid No. 14-03); and

WHEREAS, of the three bidders, the bid of Allstate Power Vac. Inc. is the lowest responsible bid and the contractor's references have since been verified; and

WHEREAS, the Village's consulting engineer, Dolph Rotfeld Engineering, P.C., recommends that the Board accept this bid which meets all the specifications as set forth in the bid documents. Now therefore, be it

RESOLVED, that the Board of Trustees hereby awards the bid for Sanitary Sewer Lining and Manhole Replacement 2014 to Allstate Power Vac. Inc., 928 East Hazelwood Avenue, Rahway, New Jersey 07065 in the amount of \$879,350.00; and

BE IT FURTHER RESOLVED, that the Village Manager is hereby authorized to enter into an agreement with the contractor; and

BE IT FURTHER RESOLVED, that the funding for said work be appropriated from Sewer Improvement 13/14, Project Account 5.8120.400.2013.132 in the Capital Fund.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

Dolph Rotfeld Engineering, P.C.
CONSULTANTS & DESIGNERS
200 White Plains Road, Tarrytown, NY 10591 * (914) 631-8600

June 10, 2014

Mr. Chris Steers, Village Manager
222 Grace Church Street
Port Chester, N.Y. 10573

RE: 2014 Sanitary Sewer Lining, Bid No. 3-14
Port Chester, New York

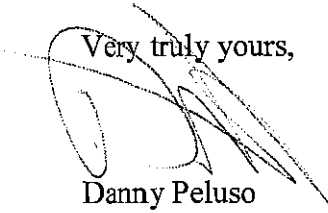
Dear Mr. Russo:

On May 30, 2014, three bids were received for the above referenced Bid. The apparent low bidder at \$879,350 was Allstate Power Vac of Rahway, New Jersey.

Allstate Power Vac has worked for the Village previously and we have found their work satisfactory. This office therefore recommends award of the project to Allstate Power Vac of Rahway, New Jersey.

Please advise us of your decision and when you will be scheduling a meeting with the contractor regarding contract signing, insurance policies and a tentative work schedule.

Very truly yours,



Danny Peluso
Project Engineer

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

BID #14-03

BID FOR:	2014 SANITARY SEWER LINING AND MANHOLE REHABILITATION		
BID OPENING DATE:	Friday, May 30 th , 2014	TIME:	10:00 a.m.
BID PUBLICATION DATE:	Friday May 16 th , 2014		
SPECIFICATIONS AVAILABLE:	Friday May 16 th , 2014 @ 10 a.m.		

Please Print Name and Address

BIDDER:	<i>Allstate Power Vac, Inc.</i>		
ADDRESS:	<i>928 East Hazelwood Avenue</i>		
ADDRESS:			
CITY:	<i>Rahway</i>	STATE:	<i>NJ</i> ZIP CODE: <i>07065</i>
E-MAIL:	<i>Ted.piotrowski@egonline.com</i>		
PHONE #:	<i>(732) 815-0220</i>	FAX #:	<i>(732) 388-4744</i>
AMOUNT:	<i>879,350.00</i>		

Please Print Name and Address

BIDDER:	<i>EN-TECH Corp.</i>		
ADDRESS:	<i>91 Ruckman Rd</i>		
ADDRESS:			
CITY:	<i>Closter</i>	STATE:	<i>NJ</i> ZIP CODE: <i>07624</i>
E-MAIL:	<i>Ncamali@en-techcorp.com</i>		
PHONE #:	<i>(201)784-1034</i>	FAX #:	<i>(201) 784-0855</i>
AMOUNT:	<i>931,300.00</i>		

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

Please Print Name and Address	
BIDDER: A C Arold Construction (Karen Tobias)	
ADDRESS: 51 Powder Mill Bridge Rd	
ADDRESS:	
CITY: Kingston	STATE: NY ZIP CODE: 12401
E-MAIL: ktobias@aroldcompanies.com	
PHONE #: 845-336-8753	FAX #: 845-336-8245
AMOUNT:	1,454,500.00

The following were present at the opening of the bids:

Village Clerk:	Dawn M. Michael
Deputy Village Clerk:	DKR
Department Head:	
Other:	Daniel Peluso



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Choose a Department

Village BOT Meeting Date: July 7, 2014

Item Type: Resolution

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

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

Heading Title
(Will appear as indicated below on Agenda)

RENEWAL AGREEMENT FOR THIRD-PARTY ADMINISTRATION SERVICES TO COVER "RUN-OFF" CLAIMS UNDER FORMER VILLAGE'S SELF-INSURED WORKERS COMPENSATION PROGRAM

Summary

Background:

Although the Village currently has a fully-funded workers compensation program with PERMA, the Village had a self-insured program with claims handled by a third-party administrator (TPA).

PMA Management Corp. was the last TPA before the change. PMA has been handling the "run-off" claims from the self-insured program. The annual agreement is up for renewal.

The cost for PMA to continue handling the claims did not increase from last year, has been budgeted in 'the FY 2014-2015 Village Budget, and is less costly than if the Village were to add these claims to the agreement with PERMA.

The renewal for 2014-2015 is in the form of an amendment to the original agreement.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Original TPA Agreement for Run-off Renewal Agreement

RENEWAL AGREEMENT FOR THIRD-PARTY ADMINISTRATION SERVICES TO
COVER RUN-OFF CLAIMS UNDER FORMER VILLAGE'S SELF-INSURED
WORKERS COMPENSATION PROGRAM

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

WHEREAS, the Village of Port Chester formerly had a self-insured workers
compensation program; and

WHEREAS, such program required the Village to retain a firm to provide third-
party administration services ("TPA"); and

WHEREAS, PMA Management Corp. was the last TPA before the Village
retained PERMA as its workers' compensation carrier under a conventional insurance
program; and

WHEREAS, PMA has been actively managing the run-off or claims that were
open as of the date of such change; and

WHEREAS, PMA's proposal for an annual renewal has not increased, is
budgeted in the FY 2014-2015 Village Budget and is less costly than adding the run-off
claims to the agreement with the Village's current workers compensation carrier. Now
therefore be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into an
agreement with PMA Management Corp. 330 Fellowship Road, Mt. Laurel, New Jersey
08054 to continue as Third Party Administrator for the run-off claims with regard to the
Village's former self-insured workers compensation program for the 2014-2015 Fiscal
Year, compensation to be \$12,000 and as further provided in the agreement annexed
hereto.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT is hereby made this 11th day of June 2014 to the Service Agreement (Agreement) commencing July 1, 2005 by and between PMA Management Corp. (PMAMC) and Village of Port Chester (Client). The parties hereby mutually agree and intend to be legally bound by amending the Agreement as follows:

1. TERM

Section 2 of the Agreement shall be amended to note the termination date of this Agreement shall be May 31, 2015.

2. TPA SERVICES

Section 3 of the Agreement shall be amended to note that PMAMC shall only provide TPA services for Client's Takeover Claims and no longer shall provide TPA services for non-takeover Qualified Claims. These claims shall be handled by PMAMC until May 31, 2015.

3. PAYMENT of CLAIMS SERVICES FEES

- a. Section 10 of the Agreement shall be amended to note:
 - i. During the period of June 1, 2014 through and including May 31, 2015, for services rendered under the Agreement, Client agrees to pay PMAMC a Flat Fee of Twelve Thousand Dollars (\$12,000), to be paid in twelve (12) equal monthly installments of One Thousand Dollars (\$1,000). Client further agrees to pay the initial installment at the inception of this Amendment and subsequent installments monthly thereafter.
 - b. Portions of Section 10 of the Agreement pertaining to any remaining time period of the Agreement after May 31, 2015 shall be null and void.
 - c. Portions of Section 10 of the Agreement pertaining to the time period of July 1, 2005 through and including August 31, 2007 shall remain unchanged.

4. MANAGED CARE FEES

For medical bill review and repricing services, Client shall pay a fee of twenty-five percent (25%) of the total savings resulting from use of PMAMC's Cost Containment Programs.

5. SECTION 111 REPORTING

- a.** Client understands and acknowledges that it is primarily responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.
- b.** Client authorizes and PMAMC agrees to undertake Client's Section 111 reporting requirements as Client's Account Manager/Reporting Agent as it relates to Client's open claims being administered pursuant to the Agreement only.
- c.** PMAMC shall charge and Client shall pay a fee of \$6.00 per claim for any claim PMAMC needs to query pursuant to the Agreement.
- d.** Client acknowledges and agrees to provide PMAMC with complete, accurate, and timely data for Section 111 reporting purposes.
- e.** Conditioned on the aforementioned, PMAMC shall commence reporting of Client's data as directed by CMS, and shall continue for as long as PMAMC is contractually obligated to administer Client's claims.
- f.** Indemnification between the parties for Section 111 reporting shall be governed by the indemnification provisions of the Agreement. PMAMC shall not indemnify, and specifically disclaims liability for any failure of: (1) Client to register as a RRE; (2) Client to execute any documents necessary to authorize PMAMC as its Account Manager/Reporting Agent; or (3) Client or its prior TPA to report Client's claims when they were first required to do so.

All other fees, terms, and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Amendment to the Agreement to be executed by their duly authorized officers or representatives on the date first written above.

PMA MANAGEMENT CORP.

VILLAGE OF PORT CHESTER

BY: _____

BY: _____

TITLE: _____

TITLE: _____

Approved as to Form:

Village Attorney

Legal

Date: 4/4/03

Client BD/Other M. Sokolowski notified:

**AGREEMENT FOR THIRD PARTY
CLAIMS ADMINISTRATIVE SERVICES**

THIS IS AN AGREEMENT, for third party claims administrative services (TPA services) made as of the 1st day of July, 2005, by and between PMA Management Corp. (PMAMC), a corporation duly incorporated under the laws of the Commonwealth of Pennsylvania, whose principal offices are located at 380 Sentry Parkway, Blue Bell, PA, 19422 and Village of Port Chester (Client), a political subdivision of the State of New York, whose principal place of business is located at 10 Pearl Street, Port Chester, New York, 10573.

RECITALS

CLIENT is authorized by the State of New York to self insure its workers' compensation injuries or occupational illnesses incurred by its employees arising during the course and scope of their employment; and,

PMAMC, a duly authorized provider of TPA services in the State of New York, has submitted its proposal to Client to provide TPA and other services which are more fully described herein; and,

CLIENT, having selected PMAMC to provide TPA and other services, desires to enter into an agreement with PMAMC on the terms and conditions set forth herein.

ACCORDINGLY, in consideration of the forgoing and the mutual covenants contained herein (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. DEFINITIONS

- a. **"Allocated Loss Adjustment Expenses" (ALAEs)** shall mean any cost or expense incurred by PMAMC in connection with the administration, investigation, adjustment or defense of claims on behalf of Client. **ALAEs** include but are not limited to: any and all legal fees, court costs and legal expenses; fees and expenses billed by attorneys for legal services; court reporters, fees for service of process; pre and post judgment interest paid; professional photographs; medical records; the cost to retain experts; cost containment fees; rehabilitation costs; accident reconstruction; architects; chemist; contractors; engineers, police, fire, coroner, weather or other such reports; extraordinary costs for witness statements; the cost to obtain official documents and transcripts; sub rosa investigations; medical examinations; extraordinary travel made by Client's request; collection costs payable to third parties on subrogation; or, any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a **Qualified Claim**; or, the protection of subrogation, contribution, indemnification rights of the Client.

- b. **“Claim Files”**: shall mean the files, either electronic or paper, for all open or closed claims which are provided to PMAMC at the inception of this Agreement and which shall be considered the sole property of the Client.
- c. **“Disability Management Coordinator” (DMC)**: shall mean PMAMC’s Registered Nurses who telephonically manage workers’ compensation claims.
- d. **“Discretionary Authority Limit”**: shall mean the maximum amount PMAMC is authorized to pay on Client’s behalf for any Qualified Claim without first obtaining prior approval from Client.
- e. **“Late Reported Claims”**: shall mean a claim reported after the expiration or termination of this Agreement or renewals regardless of whether the injury or occupational illness was incurred during the term of this Agreement.
- f. **“Lost Time Claims”**: shall mean any timely reported workers’ compensation accident or claim where the injured employee will likely be entitled to medical benefits and has lost or may lose time from work or will submit or has submitted a claim for indemnity benefits. **Lost Time Claims** require PMAMC to investigate to resolve issues regarding compensability without regard to whether or not the injured worker has actually lost time from work or whether the claim is ultimately approved or denied. **Lost Time Claims** also includes a claim originally classified as a **Medical Only Claim** which becomes a **Lost Time Claim** because the injured employee becomes eligible for indemnity benefits requiring PMAMC additional claim handling services.
- g. **“Medical Case Managers” (CM)**: shall mean PMAMC’s Registered Nurses who provide on site case management services in connection with severe or catastrophic workers’ compensation.
- h. **“Medical Only Claims”**: shall mean any reported workers’ compensation accident or claim involving an injured worker who is or may be entitled to medical benefits; but, is not likely to lose time from work or submit a claim for indemnity benefits.
- i. **“Qualified Claim”**: shall mean any claim, loss, monetary demand, occurrence or suit occurring within the term of this Agreement and every **Takeover Claim**; *provided*, the type of claim or loss is one which PMAMC is obligated to administer hereunder.
- j. **“Record Only Claims”**: shall mean a claim which is not considered by Client or PMAMC as **Medical Only** or **Lost Time Claim**. **Record Only**

Claim only obligates PMAMC to memorialize a notice of an occurrence or incident.

- k. **“Takeover Claims”**: shall mean any open claim which has been: (1) administered by Client or Client’s third party administrator prior to the inception of this Agreement; and, (2) subsequently transferred to PMAMC for servicing on or after the inception of Agreement. Closed **Lost Time Claims** with accident dates prior to the date set forth in Article 3 and are subsequently reopened during the term of this Agreement requiring services provided herein will be considered a **Takeover Claim** for billing purposes. Closed **Medical Only Claims** with accident dates prior to the date set forth in Article 3 which are subsequently reopened during the term of this Agreement requiring services provided herein will be considered a **Takeover Claim** for billing purposes.

2. TERMS

- a. This Agreement is effective beginning July 1, 2005, for a term of two (2) years and eleven (11) months until May 31, 2008, and shall remain in full force and effect unless otherwise amended or terminated.

3. TPA SERVICES

- a. PMAMC shall provide customary and appropriate workers’ compensation claims handling services for all **Qualified Claims**, including **Takeover Claims** with an occurrence date of after June 1, 1993 but before July 1, 2005. Such services include but are not limited to: the investigation of each **Qualified** and/or **Takeover Claims** or to the extent deemed necessary by PMAMC or according to claims handling guidelines provided by Client; adjusting, settling or litigating all **Qualified** and/or **Takeover Claims** subject to the **Discretionary Authority Limit** or with Client’s approval if outside the **Discretionary Authority Limit**; investigation and pursuit of subrogation on behalf of Client; setting appropriate claim reserves; and, necessary and customary administrative tasks. Specifically, with regards to:
- i. **Lost Time Claims**, PMAMC will provide the services required to make a determination regarding compensation compensability, pay the appropriation level of indemnity benefits, and attempt to achieve a return to full duty for the affected employee.
 - ii. **Medical Only Claims**, PMAMC services will be limited to recording the claim and associated data and payment of medical bills and expenses as provided in this Agreement.

- b. In the event that Client provides hard-copy files to PMAMC at the inception of the Agreement for data conversion, PMAMC shall return such files to Client within one (1) year of receipt.
- c. PMAMC shall administer the **Qualified** and **Takeover Claims** at the rates set forth in Article 10 of this Agreement for the term of this Agreement. Fees for the administration of claims beyond such period shall be negotiated by the Parties.
- d. PMAMC shall complete all forms required to be used in the adjustment of workers' compensation claims pursuant to the applicable workers' compensation statutory and regulatory scheme.
- e. PMAMC shall prepare and issue medical or indemnity payments to Client's injured employees. PMAMC agrees to review with and seek approval from Client with respect to a recommended course of action regarding a **Qualified** or **Takeover Claim** valued in excess of the **Discretionary Authority Limit**.

4. EXCESS REPORTING SERVICES

- a. PMAMC will report to Client's excess insurance carrier or carriers ("Carrier(s)") all **Qualified** or **Takeover Claims** administered by PMAMC which meet Client's excess insurance reporting requirements, subject to the following requirements:
 - i. Client shall promptly deliver to PMAMC copies of all applicable excess policies and contact information, as well as amended or modified policies, endorsements, and any excess claim reporting thresholds or standards agreed upon between the Client and Carrier(s) as they arise.
 - ii. Client shall direct Carrier(s) to provide PMAMC with copies of all claim notice confirmations, claim reports, and any similar reports provided by Carrier(s) to Client.
 - iii. Client shall provide data for conversion to PMAMC's computer system for purposes of determining historical loss information.
 - iv. Client shall instruct its attorneys to advise PMAMC when in the attorney's professional opinion one of Client's claims meets those thresholds.
- b. Client's failure to supply the information set forth above shall relieve PMAMC of liability for the timely reporting of excess claims to Client's Carrier(s). PMAMC shall not be liable for reporting any **Qualified** or

Takeover Claims not administered by PMAMC, nor for claims not timely filed by Client's prior TPA.

- c. If requested by Client, PMAMC shall provide Client with a cumulative listing of all claims which have been reported by PMAMC to Carrier(s). Within ninety (90) days of its receipt of said listing, Client shall notify PMAMC of any claims which the Client knew or should have known met the reporting thresholds and which are not included on the listing. Client's failure to so notify PMAMC shall relieve PMAMC of its obligation to report such claims to Carrier(s).

5. **MANAGED CARE SERVICES**

- a. PMAMC may provide **CMs** and **DMC's** for the management of certain workers' compensation claims, as requested by Client. **CM's** and **DMC's**, in conjunction with PMAMC claims professionals, will provide the following services, including but not limited to: monitor the treatment programs recommended for each claimant by the relevant health care providers; coordinate necessary services; recommend utilization review; review pertinent medical reports; perform all investigative activities as may be appropriate.
- b. PMAMC shall provide Cost Containment Programs to review medical bills and bills for other services performed in connection with each **Qualified** or **Takeover Claim**, for appropriateness, relatedness to the injury or accident, unbundling, and for conformity to any applicable fee schedule or usual and customary repricing (UCR).
 - 1. PMAMC shall provide access to its preferred provider network (PPN) vendor for health care services which may include hospitals, physicians, and ancillary care providers from which Client and its employees may obtain medical services. In addition, PMAMC shall provide Client access to its Out of Network (OON) vendor.
 - 2. PMAMC shall provide Client access to its pharmacy benefit management program. The pharmacy benefit management program provides prescription drugs and durable medical equipment at discounted prices.
- c. When deemed appropriate by PMAMC, third party vendors may be retained by PMAMC for the purpose of directly or indirectly providing managed care services or any services as may become necessary for PMAMC to provide such managed care services.

6. RISK CONTROL SERVICES

- a. At Client's request, PMAMC shall perform a Risk Management Assessment (RMA) through interviews, review of records and on-site inspections, to assess operational, administrative, behavioral and managerial systems as they relate to accident prevention and loss control for a negotiated fee set forth in Article 12 of this Agreement. The results will be provided to Client.
- b. At Client's request, PMAMC will prepare a more detailed analysis of specific risk-related issues, or prepare custom risk control strategies and implementation plans based on PMA's initial RMA assessment for an additional negotiated fee set forth in Article 12 of this Agreement.
- c. At Client's request, PMAMC will provide the following Risk Control Services (RCS) for the fees set forth in Article 12 of this Agreement:
 - i. Industrial Hygiene Assessment: including identification of dangerous occupational exposures to noise, chemicals, air contaminants, heat stress, and other environmental hazards.
 - ii. Ergonomic Risk Assessment: including evaluations for cumulative trauma disorders for an entire operation or selected tasks, jobs, workstations or worksites.
 - iii. Culture-Based Management Assessment; including the structuring of focus groups and management discussions.
 - iv. Risk Control Program Consultation Services including the following:
 - 1. Strategic Risk Control Plan Facilitation
 - 2. Management Development Programs
 - 3. Supervisor Development Programs
 - 4. Employee Development Programs
 - 5. Employee Communication Initiatives
 - 6. Occupational Health Services Programs including wellness initiatives and on-site first aid stations.
- d. Any RCS services provided are to assist Client in reducing Client's exposure to risk of loss. Evaluations concern only such conditions and practices as may be evident at the time of PMAMC's visits. **THE SERVICES PERFORMED HEREUNDER BY PMA SHALL NOT BE CONSTRUED AS APPROVAL OF CLIENT'S OPERATIONS,**

PROCESSES, SERVICES, PRODUCT DESIGN OR PRODUCT FUNCTION BY PMA. THE PARTIES AGREE THAT BY PROVIDING THE SERVICES SPECIFIED HEREUNDER, PMA IS NOT MAKING ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF CLIENT'S PRODUCTS OR PROCESSES FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW OR REGULATION, OR ANY OTHER WARRANTY, AND ANY LIABILITY OF PMAMC, ITS AFFILIATES OR AGENTS, FOR DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, FOR ANY CAUSE WHATSOEVER, IS EXPRESSLY DISCLAIMED, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. RISK MANAGEMENT INFORMATION SYSTEM

- a.** PMAMC may provide the following RMIS:
 - i.** conversion of Client's existing claims data for the fees stated herein.
 - ii.** access to PMAMC's RMIS; *provided*, Client agrees to the terms and conditions of the License Agreement, attached hereto as Exhibit A.
 - iii.** Standard Reports available through PMAMC's RMIS.
 - iv.** Customized reporting reasonably acceptable to PMAMC, subject to the terms, conditions and fees as may be stated elsewhere in this Agreement. PMAMC will provide a reasonable estimate of the costs of preparation of any such reports to Client in advance.
- b.** Warranty and Limitation of Liability for PMAMC's RMIS:
 - i.** PMAMC warrants any RMIS furnished against malfunctions, errors or loss of data which are due solely to errors on its part. If Client notifies PMAMC in writing and furnishes adequate documentation of any such malfunction, error or loss of data, then:
 - 1)** In the event of a malfunction or error, upon notice by Client within twenty (20) days of the malfunction, PMAMC will without charge re-create the reports designated by Client, using data as of the recreation date.

2) The maximum and only liability of PMAMC for such malfunction or error shall be its obligation to reprocess reports or regenerate data as described above.

c. THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY SOFTWARE, HARDWARE, EQUIPMENT OR DATA SUPPLIED TO CLIENT BY PMA. IN NO EVENT SHALL PMA BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION OR RESULTING FROM THE FURNISHING, PERFORMANCE, USE OR LOSS OF USE OF ANY SOFTWARE PROVIDED TO CLIENT HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

d. Obligations of Client regarding use of PMAMC's RMIS:

- i. Client shall adhere to state and federal law with regard to protecting the privacy of any claimant whose information may appear in the RMIS. Client agrees to use all available security features and to notify PMAMC promptly of all potential and actual breaches of the security system.
- ii. Client agrees that no information recorded in PMAMC's RMIS will be used as a pretext for retaliatory or other illegal or unfair discriminatory employment practices in violation of any federal or state statute or regulation.

e. General Provisions regarding PMAMC'S RMIS:

- i. PMAMC will remove Client's password from the list of authorized users promptly upon termination or expiration of the Agreement. We do not provide equipment any longer.
- ii. Client agrees to limit access to PMAMC's RMIS to those persons who perform the essential functions of claim and risk management, including protecting security access passwords to hardware and communications, except that this provision is not intended to limit

Client from generating and using reports and statistics for legitimate business purposes.

8. LEGAL SERVICES

- a. In the event a claim managed by PMAMC pursuant to this Agreement: (i) enters into litigation; or (ii) is scheduled for a workers' compensation hearing; or (iii) involves a potential third-party (subrogation) claim, PMAMC will:
 - i. Make recommendations to Client regarding litigation of claims handled under this Agreement.
 - ii. Assist Client in the retention and appointment of counsel selected by Client to represent Client in and regarding such legal matters, and assist Client in the selection of expert witnesses and vendors.
 - iii. At direction of Client and/or its authorized counsel, pursue all appropriate, subrogation/contribution claims on behalf of Client.
- b. In the event a claim managed by PMAMC pursuant to this Agreement enters into litigation or is a potential third-party subrogation/contribution claim, PMAMC will assist outside legal counsel selected or approved by Client to handle such legal matters. If Client so desires, PMAMC will manage such claims litigation in accordance with its Defense Counsel Guidelines. PMAMC will make settlement recommendations to Client, but the final decision regarding the disposition of any claim, suit or proceeding will be made solely by Client.

9. FUNDING of CLAIMS and EXPENSES

- a. PMAMC will establish a non-interest bearing checking account in PMAMC's name ("Claim and Expense Account") with Wachovia Bank, N.A. (Wachovia), which is to be funded by Client; but, which PMAMC will administer for the purposes of paying **Qualified** or **Takeover Claims**, and **ALAEs** in accordance with the procedures set forth in this Article. PMAMC will provide Client with a monthly Payment Register outlining all claims payments, **ALAEs** and correction items funded by PMAMC. The Payment Register will contain the name of the payee, date of payment, amount of payment and claim number for all funding transactions occurring during the prior month.

- b. **ACH Credit:** PMA, through First Union National Bank, shall send a facsimile notification to Client on a weekly basis which shall indicate the total amount of claim payments and Allocated Loss Adjustment Expenses made by PMA on behalf of Client. Upon receipt of said facsimile, Client shall direct that a transfer in a corresponding amount be made from Client's account at Client's bank through the Automated Clearing House System to the Claim and Expense Payment Account ("ACH Credit"). The Claims and Expense Payments Account will initially be funded by Client in the amount of twenty thousand dollars (\$20,000.00) which shall be equal to two weeks estimated claims payments and Allocated Loss Adjustment Expenses, and which may be revised at PMA's discretion based upon actual claims and expense payment history. If the escrow balance is depleted by fifteen thousand dollars (\$15,000.00) (equal to 75% of the escrow balance), PMA shall notify Client in writing of such deficiency, and upon receipt of said notice, Client shall direct that a transfer be made in an amount sufficient to replenish the balance within one (1) business day.
- c. In no instance will any payment of claims or expenses be made by PMAMC on behalf of Client, including but not limited to **ALAEs**, unless sufficient funds are made available by Client to PMAMC to do so.
- d. Client agrees to reimburse PMAMC on behalf of Client the cost it's obligated to pay by court order as a result of requesting a stop payment on a negotiable instrument made to Client's employee who is not entitled to receive benefits under the applicable workers' compensation statute or regulation.

10. **PAYMENT of CLAIMS SERVICES FEES**

- a. **Flat Fee Arrangement:** During the first year of this Agreement, covering a period between July 1, 2005 to May 31, 2006, Client agrees to pay PMAMC an Annual Flat Fee of twenty-five thousand, six-hundred and sixty-seven dollars (\$25, 667.00) to be paid in eleven (11) equal installments of two thousand, three-hundred and thirty-three dollars and thirty-six cents (\$2,333.36). Client further agrees to pay the initial installment at the inception of this Agreement.
 - i. During the second year of this Agreement, covering a period between June 1, 2006 to May 31, 2007, Client agrees to pay PMAMC an Annual Flat Fee of thirty thousand dollars (\$30,000.00), to be paid in twelve (12) equal installments of two thousand, five-hundred dollars (\$2,500.00). Client further agrees to pay the initial installment at the inception of the second year of the Agreement.

- ii. During the third year of this Agreement, covering the period between June 1, 2007 to May 31, 2008, Client agrees to pay PMAMC an Annual Flat Fee of thirty- two thousand dollars (\$32,000.00), to be paid in twelve (12) equal installments of two thousand, six-hundred and sixty-six dollars and sixty-seven cents (\$2,666.67). Client further agrees to pay the initial installment at the inception of the third year of the Agreement.
- b. PMAMC will bill Client monthly for claims services rendered during the preceding month. Client will pay such bills within 30 days after receipt; if not paid within thirty (30) days of the due date, commencing at that time, PMAMC reserves the right to charge Client monthly interest of two per cent (2%) above prime on all overdue payments.

11. MANAGED CARE FEES

- a. Upon request, PMAMC shall provide Client use of **CMs** services, which shall be billed to Client at an hourly rate of ninety-five dollars (\$95.00) per hour, for onsite case management.
- b. Upon request, PMAMC shall provide Client use of **DMCs** services, which shall be billed to Client at an hourly rate of eighty-five dollars (\$85.00) per hour for telephonic case management.
- c. For medical bill review and repricing services, Client shall pay a fee of twenty-five percent (25%) of the total savings resulting from use of PMAMC's Cost Containment Programs.

12. RISK CONTROL SERVICE FEE

- a. At Client's request, PMAMC shall provide RCS at an hourly rate of one hundred dollars (\$100.00) of per hour.

13. INDEMNIFICATION and HOLD HARMLESS

- a. Client will indemnify, defend and hold harmless PMAMC, its officers, directors, employees, and agents, from all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from negligence or willful misconduct of Client, its officers, directors, employees or agents, to the extent permitted by law.
- b. PMAMC will indemnify, defend and hold harmless Client, its officers, directors, employees, and agents, from all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from negligence or willful misconduct of PMAMC, its officers, directors, employees or agents, to the extent permitted by law, however the parties

agree that PMAMC, its directors, officers, agents or employees, will not be liable to Client or any third party for claims arising from PMAMC's performance under this Agreement in those cases where PMAMC acted with the consent of, at the request of or at the consent of Client.

- c. Client agrees that it will not hold PMAMC liable for, or reduce the compensation of PMAMC with respect to, any failure of PMAMC to deliver services resulting from any failure of cooperation on the part of Client or the prior administrator, or from any takeover files which have not been properly maintained or are not delivered to PMAMC in good order.

14. NATURE of RELATIONSHIP

- a. PMAMC agrees to perform the services described in this Agreement as an independent contractor and not as an agent or employee of Client. Client retains no control or direction over PMAMC, its employees or agents, or over the detail, manner or methods of the performance of the services described herein.
- b. PMAMC shall be entitled to retain third party vendors to provide any or all services herein when deemed appropriate by PMAMC.

15. TERMINATION

- a. This Agreement will be terminable upon ninety (90) days advance written notice by either party with or without cause.
- b. This Agreement will terminate immediately upon the happening of any of the following events:
 - i. Mutual agreement of the parties; or,
 - ii. Client is in default in payment of any fees or expenses due hereunder or fails to maintain the requisite security deposit or funding levels and PMAMC has given Client prior written notice of such default five (5) days prior to the date set for termination; or,
 - iii. Either party defaults (other than a monetary default) under any of the terms, covenants and conditions hereunder and the non-defaulting party has given the defaulting party prior written notice of such default twenty (20) days prior to the date set for termination and the defaulting party has failed to cure such default; or,

- iv. Either party becomes insolvent or bankrupt, is placed into receivership, makes an assignment for the benefit of creditors, or is levied upon or sold out by Sheriff's sale; or,
 - v. PMAMC fails to obtain any required state or federal licensing for providing services hereunder; or,
 - vi. Any state regulatory entity which fails to approve or subsequently disapproves or revokes the self-insurer status of Client
- c. In the event that this Agreement is terminated by PMAMC due to any Client default, or terminated by either party pursuant to Article 15 (a) above, PMAMC shall be entitled to return the **Claim Files** to Client in paper or electronic form, at PMAMC's election, and PMAMC shall have no further obligations hereunder with respect to such claims. Client shall be responsible for payment of all fees incurred by PMAMC up to and including the date of termination. Nothing in this section is intended to limit any other remedy which may be available to PMAMC.
- d. Upon termination of this Agreement for any reason other than Client default; and, if no open claims remain, PMAMC will provide a final accounting of any amounts due either party. If no other provision is made specifically herein for claims handling subsequent to the termination date, claims service fees will be allocated on a pro-rata basis on the actual period of time services are provided prior to termination. Upon final closing of the account, PMAMC shall return the **Claim Files** to Client in paper or electronic form, at PMAMC's election.
- e. Client and PMAMC acknowledge that certain approved medical or indemnity payments may still be in process upon the date of termination. Therefore, Client agrees that for a period of thirty (30) days after termination, Client will remain responsible for payment of any legitimate indemnity or expense payments which may be processed by PMAMC for a **Qualified or Takeover Claims**. In addition, PMAMC shall return to Client any outstanding checks remaining unpaid after termination. PMAMC shall not be responsible for Fund's escheat obligations with regard to issued but unrepresented checks.
- f. In the event Client terminates this Agreement and requests that PMAMC convert any data into a format compatible with Client's computer system, PMAMC may charge Client a reasonable fee.

16. SURVIVAL

- a. The following Articles shall survive termination of this Agreement: 6(d), 7(c), 9, 10, 13, 17, 19 and 22.

17. CONFIDENTIALITY

- a. The parties acknowledge and agree that any and all information emanating from either party's business in any form, including compilations of otherwise public information, is confidential and proprietary in nature. Each party will use its best efforts during and after the termination of this Agreement to preclude the duplication, use or disclosure of any such confidential and proprietary information to any third party, unless such duplication or disclosure is specifically authorized under this Agreement or otherwise by the party claiming ownership. In addition, the parties agree that information provided by PMAMC's RMIS or otherwise in the context of this relationship shall be considered confidential and proprietary, and may constitute privileged and/or attorney work product protected from discovery by law and/or rules of court. Therefore, neither party will release any such information unless:
 - i. compelled by an order of a court of competent jurisdiction;
 - ii. mandated by an insurance code, claim practices act, workers' compensation law, or other applicable law or regulation to provide information to the claimant or other person;
 - iii. mandated by applicable court discovery rules in the opinion of the claim professional responsible for the adjustment of the claim or defense counsel, if any.
- b. Any information sought to be produced will be prescreened by PMAMC in consultation with Client, provided such discovery requests comply with applicable rules of court governing discovery in litigation.
- c. If there is an obligation to release part but not all of the information, the part deemed not responsive will be withheld, but nothing in this Agreement is intended to abrogate the duty of either party to comply in good faith with such discovery requests.
- d. Each party agrees that the information contained within PMAMC's RMIS must be treated in a confidential manner by all users who may gain authorized access to the system. In the event of a third party suit alleging defamation, false light, or other invasion of privacy tort, violation of civil rights, violation of Client or federal medical treatment confidentiality statutes, or violation of fair employment practice laws, and arising from either party's use of PMAMC's RMIS under this Agreement, the liable party agrees to indemnify and hold harmless the other party for all sums due under the terms of a judgment or reasonable settlement, including

- a. Client and its agent, representatives and employees will promptly report to PMAMC all notices of injuries, losses or claims for which Client may be liable under its self-insurance program, and to provide all necessary documents and materials to PMAMC, including but not limited to excess policies, which are necessary to provide the services hereunder.
- b. Each party and its agents will cooperate fully with the other party in connection with its obligations hereunder and upon reasonable request, assist in the investigation, litigation, settlement and/or defense of a particular claim. Upon prior notice from Client, all **Claim Files** will be open to Client's inspection at reasonable times, at the office of PMAMC. PMAMC will provide copies of individual claims files to Client or Client's designated representative within five (5) business days of a request by Client. Client agrees to pay PMAMC its costs to provide copies of individual **Claim Files**.

22. **MEDIATION**

- a. The parties agree to submit any dispute arising under this Agreement to independent professional non-binding mediation within ten (10) working days after they have determined that they are unable to reach a resolution thereof. The party raising the dispute shall contact a mediation service and provide the other party with a listing of potential mediators. The other party may object to said mediator only upon the basis that such mediator has a conflict of interest with one of the parties, in which event such objecting party shall be responsible for arranging to engage a mediation service not having such a conflict. The parties shall select a mediator from the list at random, and shall commence mediation within not more than ten (10) working days of receipt of the list of mediators. The costs of such mediation shall be borne equally by both parties. This Article shall be specifically enforceable, and time shall be considered to be of the essence of this Agreement.

23. **WARRANTIES and REPRESENTATIONS**

- a. By affixing its authorized signature below, Client warrants that it has been duly authorized by its duly-elected Board of Directors, and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.
- b. By affixing its authorized signature below, PMAMC warrants that it has been duly authorized by its duly-elected Board of Directors, and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.

24. **MODIFICATION**

- a. PMAMC may seek to modify fees if (i) PMAMC's fees and charges were based upon historically inaccurate or erroneous data, or Client's business changes materially in the nature or volume of business or claims as originally contemplated at the inception of the Agreement, or (ii) during the term of this Agreement, legislative and/or regulatory changes materially impact or change the scope of PMAMC's services or responsibilities.
- b. Upon the occurrence of either of the events in Article [] (a) above, PMAMC may request an increase in current fees, which increase must be agreed to in writing by PMAMC and Client in order to become effective. If the parties are unable to reach an agreement with regard to the fee increase, then either party may terminate this Agreement with sixty (60) days written notice to the other party. PMAMC will continue to provide services for the sixty day notice period, after which PMAMC may return files to Client and submit a final billing to Client.

25. BREACH of AGREEMENT

- a. If Client breaches the terms and conditions set forth in this Agreement, it shall be deemed that the non-breaching party has suffered an irreparable harm and may seek injunctive and any other relief a court of competent jurisdiction may award.

26. INTERPRETATION

- a. **Governing Law.** This Agreement and all disputes relating in any way to this Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.
- b. **Entire Agreement.** This Agreement and any Schedules and Exhibits hereto constitute the entire agreement between the parties regarding the subject matter hereof, and supersede all prior written or oral agreements, representations, warranties, negotiations, or understandings. This Agreement may not be amended except in a writing executed by all the parties hereto. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein, and in the Exhibits.
- c. **No Waiver.** No delay or omission on the part of any party in exercising any right hereunder will operate as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion will not be construed as a bar to or waiver of any right or remedy on any other occasion.


- d. **Severability.** The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.
- e. **Schedules and Exhibits.** The Schedules and Exhibits attached hereto are made a part of this Agreement. In each instance in which the provisions of the Schedules or Exhibits are inconsistent with the provisions of this Agreement, the provisions of this Agreement shall govern and the inconsistent provisions of the Schedules shall be deemed amended accordingly.
- f. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute but one and the same Agreement.
- g. **Captions.** The captions and headings to the various Articles of this Agreement have been inserted for convenience of reference only, and shall not have the effect of amending or changing the express terms or provisions of this Agreement.
- h. **Ambiguities.** The parties agree that the terms and language of this Agreement are the result of detailed negotiations by, between and among the parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided in light of its business purposes, without regard to events of authorship or negotiation. In the event of any inconsistency or conflict between the terms or provisions of this Agreement and the terms or provisions of any other pre-existing or contemporaneous document or agreement as to the subject matter of this Agreement, the terms and provisions of this Agreement shall control and shall supersede the terms or provisions of such other document or agreement.
- i. **Calculation of Time.** All references herein to days shall be to calendar days, unless an express reference is made to business days. In the event the last day for compliance falls on a Saturday, Sunday, or Holiday, the period for compliance shall be deemed to include the following business day.
- j. **Modification.** This Agreement will not be modified except as mutually agreed in a writing signed by both parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

PMA MANAGEMENT CORP.

**VILLAGE of PORT CHESTER,
STATE of NEW YORK**

BY: 

BY: 

TITLE: President

TITLE: Village Manager

EXHIBIT A
ONLINE SERVICES LICENSE AGREEMENT

THIS Online Services License Agreement ("License Agreement") governs the use by Village of Port Chester ("Licensee") of the online data retrieval and reporting service, PMA Cinch™ ("CINCH"), owned and supplied by Pennsylvania Manufacturers Association Insurance Company ("Licensor").

1. **Grant of License:** Licensor hereby grants to Licensee a non-exclusive, nontransferable and non-assignable license to use CINCH for the purpose of review and management of Licensee's claims and loss data, and such other data as Licensor may make available through CINCH, for insurance program administrative purposes. This License Agreement does not confer upon Licensee any title or right of ownership in CINCH or related documentation.
2. **Term:** This License Agreement shall be effective for a term concurrent with the Service Agreement for third party claims administration services (referred to herein as "Agreement"), which may be executed between Licensee and Licensor or any authorized subsidiary or affiliate of Licensor. After the termination date of any underlying Agreement, Licensor may agree to provide access by Licensee to CINCH at a price to be determined by Licensor.
3. **Licensee Fee:** CINCH shall be provided to Licensee for the fees stated in the Agreement.
4. **User Passwords:** Licensor shall provide Licensee with a limited number of user passwords to access CINCH, which number shall be agreed upon in advance between the parties. Licensee agrees that only authorized users with authorized user passwords shall use CINCH. Licensor shall assist in the installation of the Software onto the Designated Equipment at the Designated Sites. Licensor shall deliver all applicable Documentation at the time of installation.
5. **Intellectual Property Rights and Restricted Use.** Licensor warrants that it is the owner of the Software and related documentation. Licensee acknowledges that all proprietary rights, including without limitation copyright, patent and trade secret rights are and shall remain the sole property of Licensor. Licensee agrees that its only rights are those granted for limited use pursuant to this License Agreement.
6. **Confidentiality.** Licensee agrees not to publish or disclose details regarding CINCH to any unauthorized third party, and in particular Licensee specifically agrees not to disclose or provide copies of CINCH reports, display screens used in the system, or details regarding Licensee's use of CINCH. Licensee shall obtain user passwords only for those employees or authorized agents or representatives requiring the use of CINCH for Licensee's insurance program administrative purposes. Licensee also agrees that it will use best efforts to treat all personally identifiable medical or non-public personal or other similar information stored in CINCH as confidential, and will restrict the dissemination and disclosure of such information to only those of Licensee's employees or authorized agents or representatives requiring the use of such information for Licensee's insurance program administrative purposes. The terms of this section shall survive the termination of this License Agreement.
7. **Termination.** This License Agreement shall terminate immediately upon the termination of the Agreement between the parties to which this License Agreement is subsidiary, unless the parties otherwise agree in writing to extend the use of CINCH beyond the termination date of the Agreement. In the absence of such an extension, upon termination of this License Agreement Licensee shall immediately cease its use of CINCH and all user passwords will be cancelled.
8. **Software Updates and New Releases:** During the term of this License Agreement, Licensor may at its sole option provide such updates, improvements or enhancements to CINCH as Licensor determines it will make available to its customers at no charge.

9. **Warranties:** LICENSOR MAKES NO WARRANTY AS TO THE AVAILABILITY OF CINCH, THE ACCURACY OF THE DATA THEREIN, NOR ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THE TERMS OF THIS LICENSE AGREEMENT, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, WHETHER RESULTING FROM BREACH OF CONTRACT OR BREACH OF WARRANTY. Notwithstanding anything above to the contrary, the maximum aggregate amount of money damages for which Licensor may be liable under this License Agreement resulting from any cause whatsoever, shall be limited to the annual fee, if any, actually paid by Licensee to Licensor for use of CINCH.

10. **Patent, Trade Secret and Copyright Indemnification:** Licensor shall, at its own expense, defend or at its option settle any claim, suit or proceeding brought against Licensee on the issue of infringement of any United States patent, trade name, trademark, service mark, trade secret, copyright or other proprietary rights of any third party, by Licensee's use of CINCH pursuant to the terms of this License Agreement. Licensor shall indemnify Licensee against any costs, expense or damages finally awarded against Licensee in such action, provided that Licensee promptly notifies Licensor in writing of the action and provided further that Licensee permits Licensor to defend or settle the action, and Licensee uses its best efforts to cooperate and provide all available information, assistance and authority to enable Licensor to do so. Licensor shall not be liable for any costs, damages, or fees incurred by Licensee in defending such action or claim unless authorized in writing by Licensor. If Licensee's use of CINCH is enjoined, Licensor may, at its option, either (a) replace CINCH with a similar, non-infringing product or service, or (b) immediately terminate this License Agreement.

11. **General Terms.** This License Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania. This License Agreement constitutes the entire agreement between the parties on the subject matter herein, and supersedes all prior agreements and understandings, whether written or oral. All amendments to this License Agreement must be in writing and signed by an authorized representative of each of the parties. No waiver of any breach of this License Agreement shall constitute a waiver of any subsequent breach. In the event legal action is brought to determine or enforce the rights of any party to this License Agreement, the prevailing party shall be entitled to recover reasonable legal fees, costs and expenses from the other party, including expert witness fees. If any provision of this License Agreement is held invalid or unenforceable by an agency of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

ATTACHMENT A

Terms and Conditions of Use of the First Health Network

Client agrees to comply with all of the following terms and conditions in order to obtain access to the First Health Network (“FHN”) healthcare provider network. Client understands that violation of any of the terms and conditions set forth below may result in termination of its use of the FHN. Client shall:

1. Offer the FHN exclusively to its eligible employees within its geographic area of operation for workers' compensation services. Client may not enter into any agreement with any other providers, medical networks or other entity, directly or indirectly, to provide Medical Services to its occupationally ill or injured employees, and each Client accessing the FHN may not compete in any way with the FHN; provided, however, that this will not prohibit a Client from independently operating or participating in an entity which provides the delivery of medical services through non-network type organizations or plans, such as an enrollment model health maintenance organization, if such entities are not in competition with the FHN.
2. Where utilization review may be required by state law, provide written notice to First Health of the name, address, and telephone number(s) of the utilization review firm it has designated to provide medical review services (if PMA is not providing Client with utilization review services), as well as services used and obligations of network providers under the applicable medical review program.
3. Provide written notice to First Health of any change in the utilization review firm designated (if PMA is not providing Client with utilization review services), and any changes to the utilization review program at least 30 days prior to the effective date of any such change, or as soon as such notice is reasonably possible.
4. Keep confidential and not disclose information, including but not limited to Contract Rate data, repriced bills from which a Contract Rate might be derived, and related data, without the express written approval of First Health. Such confidential information shall not be used by Client in any way not specifically agreed to by First Health, including in the marketing of its own business, whether or not competitive to First Health. Notwithstanding the foregoing, Client may use data of the type described in this paragraph (4) for internal reporting and internal analysis.
5. Not disseminate any First Health descriptive information, including, but not limited to, employee communications regarding First Health or the Medical Cost Management Services provided by First Health without the express written approval of First Health.

First Health and PMA reserve the right to modify these Terms and Conditions from time to time.

Open Workers' Compensation Claims - Lost Time, Medical Only

VILLAGE OF PORT CHESTER

Account Number 9179748

Lost Time Claims

Claim Number	Injured Worker	Accident Date	Total Incurred	Total Paid	Total Reserve
W899603814	CARRIERO SR, NICHOLAS	07/22/96	385,303	260,758	124,545
W899603815	HORTON, RAYMOND	07/29/96	149,526	134,312	15,214
W890394334	HOWLAND, ROBERT	02/21/03	210,933	196,142	14,791
W890394342	JULIANO, ALBERT	11/17/03	246,809	222,270	24,539
W899603818	MATTURO, WILLIAM	07/11/96	284,782	262,546	22,236
W899503829	NIETO, JOSEPH	04/19/95	562,959	454,024	108,935
W890006576	NOWOTNIK, STANLEY	01/05/00	550,278	378,727	171,550
W890394336	PIPER, RONALD	06/29/03	238,746	131,518	107,228
W890107476	PLATEROTI, RICK	09/26/01	658,679	321,517	337,162
W890395087	SALINE, JOSEPH	03/07/03	213,524	165,122	48,402

Medical Only Claims

Claim Number	Injured Worker	Accident Date	Total Incurred	Total Paid	Total Reserve
W000590393	FEENEY, KEVIN	06/25/94	3,136	1,138	1,998
W890006577	HARTREY, JEFFREY	07/30/00	9,975	8,651	1,324

Account Total

Total Claims
12

RESOLUTION
REAPPOINTMENT FOR
EMERGENCY MEDICAL SERVICES COMMITTEE

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 inter-municipal agreement between the Village of Rye Brook, City of Rye and Village of Port Chester for emergency medical services provides for an Emergency Medical Services Committee; and

WHEREAS, the City of Rye has approved the nomination of Bart DiNardo, 51 Clinton Avenue, Rye, New York to the Committee as their Community Representative; and

WHEREAS, the Village of Rye Brook has also approved the Mr. DiNardo's appointment as the City of Rye's Representative. Now, therefore be it

RESOLVED, that the Board of Trustees hereby approves the nomination of Bart DiNardo to be appointed to the Emergency Medical Services Committee as the Community Representative for the City of Rye for a three-year term to expire June 30, 2017.

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:



PORT CHESTER-RYE-RYE BROOK EMERGENCY MEDICAL SERVICES

VILLAGE OF PORT CHESTER

6/26/2014

JUN 30 2014

RECEIVED

VM

Mr. Christopher Steers
Manager
The Village of Port Chester
222 Grace Church Street
Port Chester, N.Y. 10573

Dear Mr. Steers:


The Inter-Municipal Agreement for Emergency Medical Services established the Emergency Medical Services Committee (EMSC). The Term of Mr. Bart DiNardo, the Community Representative to the Committee from the City of Rye will expire on June 30th 2014. Mr. DiNardo has been an active member of the EMSC and has expressed his desire to continue as Rye's representative.

Section 3A of the Inter-Municipal Agreement states that the community representative shall be "recommended by the Corps and ratified by joint resolution of the municipalities". In accordance with the agreement I respectfully submit Bart DiNardo for reappointment to the EMSC for a term of three (3) years, ending June 30, 2017. I request this matter be placed on the agenda of the next scheduled Village of Port Chester Board meeting.

Please note that the City of Rye has approved Mr. DiNardo's nomination and a copy of the certified resolution is included.

Please don't hesitate to contact me with any questions, comments or concerns.

Sincerely,


Scott T. Moore
EMS Administrator



CITY OF RYE

CITY HALL • RYE, NEW YORK 10580

TELEPHONE (914) 967-5400

(914) 967-7279

At a regular meeting of the Council of the City of Rye held June 11, 2014 The City Council voted to adopt the following Resolution reappointing Bart DiNardo as Community Representative (Pt. Chester-Rye Brook-Rye) to EMSC.

RESOLVED, that the City Council of the City of Rye hereby approves the reappointment of Bart DiNardo, the City of Rye Community Representative to the Emergency Medical Services committee for a three-year term ending on June 30, 2017.

Mayor Sack made a motion, seconded by Councilman McCartney and unanimously carried, to adopt the following Resolution:

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)
CITY OF RYE)

I, Dawn F. Nodarse, Clerk of the City of Rye, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said Rye City Council at a Rye City Council meeting duly called and held at the Rye City Hall on June 11, 2014 by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Rye, New York, this 24th day of October, 2011.

DAWN F. NODARSE
CITY CLERK

SEAL



CITY OF RYE

CITY HALL • RYE, NEW YORK 10580

TELEPHONE (914) 967-5400

(914) 967-7371

June 20, 2014

Scott Moore, EMS Administrator
Port Chester-Rye-Rye Brook
Volunteer Ambulance Corps Inc.
417 Ellendale Avenue
Port Chester, New York 10573

Dear Mr. Moore:

At its June 11, 2014 regular meeting, the Rye City Council approved the appointment of Mr. Bart DiNardo, as the Community Representative to the EMSC for the City of Rye for a term to end June 30, 2017. The certified resolution is enclosed.

Sincerely,

A handwritten signature in cursive script that reads 'Dawn F. Nodarse'.

Dawn F. Nodarse
City Clerk

A LOCAL LAW AMENDING THE CODE OF THE VILLAGE OF PORT CHESTER
REGULATING DOGS IN THE PARKS

SECTION 1: Purpose and intent.

The purpose and intent of this local law is to resolve current inconsistency in the Village Code with regard to the regulation of dogs in Village parks, promote the quiet peace and enjoyment of the parks for all users, and provide an opportunity for an off-leash dog area to be designated within a park by the Board of Trustees.

SECTION 2: The Code of the Village of Port Chester, Chapter 136, Article I, Section 136-6, is hereby repealed and a new section enacted in its' place and stead to read as follows:

136-6 Leash Law.

A. Dogs on any public street, sidewalk, public place or to and from a designated off-leash dog area in a park shall be controlled by a leash not exceeding eight feet in length.

B. No dog shall be allowed to run at large in the Village of Port Chester, except as follows:

1) Upon the premises of the person who owns, keeps, harbors or otherwise has the care or custody of such dog; or

2) Upon the premises of another person with the knowledge and assent of such other person, or

3) Attended dogs at a designated off-leash dog area within a park.

SECTION 3: The Code of the Village of Port Chester, Chapter 236, Section 236-7, is hereby repealed and a new section enacted in its' place and stead to read as follows:

A. No dogs are allowed in any of the parks in the Village of Port Chester except for service dogs or dogs in service to the Village or other governmental agencies as defined in the State Agriculture and Markets Law.

B. This section shall not apply to attended dogs to and from and at a designated off-leash dog area within a park.

SECTION 4. This local law shall be effective immediately upon filing with the Secretary of State.

SETTING A PUBLIC HEARING TO CONSIDER A LOCAL LAW REGULATING
DOGS IN THE 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:

RESOLVED, that the Board of Trustees hereby schedules a public hearing on
July 21, 2014 at 7:00 p.m. or as soon thereafter at the Port Chester Justice Court, 2nd
Floor Courtroom, 350 North Main Street, Port Chester, New York, to consider a local law
repealing existing provisions of Chapters 136 and 236 of the Village Code and enacting
new provisions in their place and stead as follows with regard to regulating dogs in the
parks, including providing the opportunity for a designated off-leash dog area in a park.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

CONDITIONAL OFFER OF EMPLOYMENT FOR POLICE OFFICER

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 Board of Trustees extends a conditional offer of employment to _____ as police officers all of Port Chester, New York, with appointment to be effective August 4, 2014.

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: July 7, 2014

Item Type: Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact	X		Public Hearing Required		x
Funding Source: Village Account #: 7310.0502			BID # N/A		
			Strategic Plan Priority Area Choose a Strategic Plan Area		
Agreement	x		Manager Priorities Choose a Manager Priority		
Strategic Plan Related		x			

Sponsor's Name: Heather Krakowski, Recreation Leader

Heading Title
(Will appear as indicated below on Agenda)

RENEWAL AGREEMENT WITH PORT CHESTER SOCCER CLUB, INC, FOR FISCAL YEAR 2014-2015

Summary

Background:

This is a renewal of the annual agreement with the Port Chester Soccer Club, Inc. which operates the Village's four-season soccer program.

The Soccer Club will be paid \$31,000 which is the same as it was in the 2013-2014 Year, and is budgeted in the FY 2014-2015 Budget.

Participant registration fees are paid to the Village which are approximately \$30,000/ year.

The Soccer Club also pays the Village a fee for field use in connection with their Travel program, which is approximately \$6,000/ year.

The program has been very successful in serving the needs of the community.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Proposed Agreement

RENEWAL AGREEMENT WITH
PORT CHESTER SOCCER CLUB, INC. FOR 2014-2015

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

WHEREAS, the Village of Port Chester has a long-standing relationship with the Port Chester Soccer Club, Inc. to operate its youth and adult soccer program; and

WHEREAS, this program is a successful model of a public-private partnership for other municipalities; and

WHEREAS, The contract with the Club is up for annual renewal for 2014-2015. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into a renewal agreement with the Port Chester Soccer Club, Inc., 118 Touraine Avenue, Port Chester, New York 10573, for the Recreation Department's Soccer Program for FY 2014-2015, compensation to be in the amount of \$31,000.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

AGREEMENT

This Agreement made the _____ day of July 2014 by and between the **VILLAGE OF PORT CHESTER** (hereinafter referred to as the “VILLAGE”), a New York municipal corporation located at 222 Grace Church Street, Port Chester, NY 10573, and the **PORT CHESTER SOCCER CLUB, INC.** (hereinafter referred to as the “CLUB”), a New York not-for-profit corporation, located at 118 Touraine Avenue, Port Chester, NY 10573.

WITNESSETH

WHEREAS, acknowledging the scarcity of Village resources and the need to secure alternative means of delivery of recreational services, the Village of Port Chester has engaged in public-private partnerships; and

WHEREAS, the Village’s relationship with the Port Chester Soccer Club, Inc., which serves some 300 Port Chester youth each year and is a successful model of a public-private partnership for other communities; and

WHEREAS, the parties desire to continue their long-standing relationship.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties mutually agree as follow:

1. Term: That this agreement shall be for a term commencing on execution of this agreement and end on July 1, 2015.
2. Scope of Services: The Club will operate all aspects of the Village’s Recreation Department’s Soccer Program (hereinafter the “Program”) at Abendroth Park and Columbus Park, to consist of the following:
 - four season play for youth and adults
 - each season to be eight weeks in duration
 - at least two practices on the weekdays
 - games on Saturdays
3. Compensation: In consideration for the services provided by the Club in operating the Program, the Village shall make an annual payment to the Club in the amount of

\$31,000 to be paid no later than July 31, 2014. The payment provided by the Village is for the Program and may only be used by the League for that purpose.

4. Insurance: The Club shall at its own expense procure and maintain at all times a general liability insurance policy with coverage in a minimum amount of \$1 million dollars for each occurrence and excess coverage in an additional \$1 million dollars. The Village of Port Chester shall be included as an additional named insured. The Club shall also name the County of Westchester as an additional named insured with respect to operations at Columbus Park. The Club shall also provide a participant accident medical policy in the minimum amount of \$300,000. Prior to the execution of this Agreement, the League shall provide a certificate of insurance evidencing such insurance for review and approval by the Village Attorney.

5. Defense/Indemnification: The Club agrees to the fullest extent permitted by law to protect, defend, indemnify and hold the Village of Port Chester and the County of Westchester and any agents, officers, employees and consultants, or any of them, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, fees or other expenses or liabilities of any kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or cause of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all claims relating to personal injury, wrongful death, damage to property shall be included in the indemnity hereunder. The Club further agrees to investigate, handle and provide a defense for and defend any such claims, etc. at its sole expense and agrees to bear all costs and expenses related thereto, even if such claims are groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Village for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Village or its officers or employees.

6. Independent Contractor: It is understood and agreed that the Club is an independent contractor and that the Village assumes no liability for the means and methods for the Club's delivery of the services for the Program. Any persons employed or contracted with by the Club shall not be deemed to be employed or contracted with by the Village in any capacity whatsoever.
7. Financial Statement: The Club agrees to file a copy of an annual financial statement showing revenues and expenditures together with a summary of its services to the Village no later than April 1, 2015.
8. Meetings: The Club shall provide advance notice to the Village and a written agenda of all meetings. If the Village wishes to attend a meeting to discuss a matter of concern it shall advise the Club of its intention to attend said meeting.
9. Operational Issues: The Club shall be responsible for regular maintenance in preparing the fields for play, scheduling and determining rosters, and procuring referees who shall determine the fitness of the fields for play. The Club shall establish a formal grievance procedure and in the administration of same shall act in good faith and in a non-discriminatory manner. The Village Recreation Department shall be notified within thirty (30) days of such complaint and disposition.
10. Coaches: The Village shall procure and employ the coaches for the Program.
11. Concessions: The Club shall be permitted to operate a concession stand that is set up on the weekends at Columbus Park while the Program is in operation on such terms and conditions as may be prescribed by the Park Commission.
12. Non-Discrimination: The Club shall abide by all applicable state and federal discrimination and human rights laws as well as the Village's Anti-Discrimination and Harassment Policy. Any complaint with respect thereto shall be immediately reported to the Village.

13. Complaints: Any written complaint on the impact of League operations shall be addressed by the Club and responded to by the Club with a plan to resolve the issue. A copy of the complaint and the response to resolve same shall be forwarded to the Village Recreation Department within thirty (30) days of the complaint.
14. Performance Review: This Agreement shall be subject to an annual review no less than ninety (90) days prior to the expiration of the term.
15. Additional Grant: The Village permits additional use of the Columbus Park soccer facility on the weekdays until 8:30 p.m. and on weekends from 9:00 a.m. to 8:30 p.m during the fall season (September 1 through November 30) and spring season (March 15 through May 30) to accommodate the Club's Travel Program. The Club shall provide a schedule to the Recreation Department two weeks prior to each season to confirm availability. The Club shall pay a user fee of \$60 for a two-hour game. The Club shall engage a company at its own expense to provide temporary, portable lighting at the soccer facility after dusk. Such lighting shall be certified by this company as suitable for safe soccer play. The Club shall be responsible for operating and maintaining the lighting during use. The Village reserves the right to suspend or revoke the grant hereunder as it may determine. Although the Travel Program is not part of the Club's scope of services, it is understood that the defense and indemnification provisions herein shall apply to the Club's use of the facility.
16. Notices: All correspondence under this agreement shall be sent as follows:

For the Village:

Christopher D. Steers
Village Manager
Village of Port Chester
222 Grace Church Street
Port Chester, N.Y. 10573

For the Club:

Jose Perdomo
Port Chester Soccer Club, Inc.
118 Touraine Avenue
Port Chester, N.Y. 10573

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

18. Severability: If any clause, paragraph, section or part of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the judgment thereon shall not affect the validity of this Agreement as a whole or any part thereof other than the part decided to be invalid.

19. Conditional Approval: This agreement is subject to the approval of The Port Chester Park Commission and Recreation Commission.

Approved as to Form:

Village Attorney

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

Village of Port Chester

By: _____
Christopher D. Steers, Village Manager

Port Chester Soccer Club, Inc.

By: _____
President



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	x		Public Hearing Required		x
Funding Source: Village Account #: 7550.0568			BID #		
			Strategic Plan Priority Area Quality of Life & Village Image		
Agreement			Manager Priorities N/A		
Strategic Plan Related					

Sponsor's Name: Select Sponsor's Name.

Heading Title
(Will appear as indicated below on Agenda)

Amendment to Recreation Department's outdoor entertainment program

Summary

Background:

"Back to the Garden 1969" band corrected compensation to be \$1,100
 Within the 2014-2015 budget

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

RECREATION DEPARTMENT'S OUTDOOR ENTERTAINMENT PROGRAM
FOR 2014-2015

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 resolution adopted on June 16, 2014 with regard to the Recreation Department's outdoor entertainment program be and is hereby amended with regard to the band, "Back to the Garden 1969", with the correct compensation to be \$1,100.00.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

**EXTRACTS FROM MINUTES OF A
MEETING OF THE VILLAGE OF PORT CHESTER, NEW YORK**

(Environmental Compliance Resolution – Various Improvements)

A regular meeting of the Board of Trustees the Village of Port Chester (the “Village”), located in the County of Westchester, State of New York, was held at _____, in Port Chester, New York, on July_____, 2014 at __:__ P.M.

(Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

Trustee _____ submitted the following bond resolution and moved for its adoption. The motion was seconded by Trustee _____. The Board of Trustees was polled. The motion was adopted by a vote of ____ affirmative votes (being at least two-thirds of the voting strength of the Board of Trustees) with ____ negative votes and ____ votes absent.

**ENVIRONMENTAL COMPLIANCE RESOLUTION TO MAKE FINDINGS
AND DETERMINATIONS**

WHEREAS, _____, the Village Engineer (the “Engineer”), has, at the request of the Board of Trustees of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in the County of Westchester, reviewed plans and cost estimates for various improvements to the Village’s infrastructure and material as described in four (4) serial bond resolutions to be adopted by the Board of Trustees subsequent to the adoption of this resolution (the “Project”) and said plans and costs estimates have been filed in the office of the Village Clerk and are on file for public inspection, as may be applicable; and

WHEREAS, the Village has determined that upon the examination of an environmental assessment form (“EAF”) prepared by the Engineer, that all components the Project are “Type II” or “unlisted” actions, as those terms are defined in 6 NYCRR §617.2, and therefore the Village caused the EAF to be prepared and filed with the Village Clerk, as may be applicable; and

WHEREAS, it is proposed that the maximum amount estimated to be expended for the Project in its entirety is \$2,009,400 and that the costs of the Project, in whole or in part, as authorized by the Board of Trustees of the Village, are to be financed by the issuance of serial bonds of the Village pursuant to the Local Finance Law and, if deemed advisable, by the issuance of bond anticipation notes in anticipation of the issuance of said bonds; and

WHEREAS, it is proposed that the costs of the Project, as aforesaid, are to be paid in part from a tax levied upon all the taxable property in the Village in annual installments determined by the Board of Trustees;

NOW THEREFORE, pursuant to proceedings prescribed in 6 NYCRR at §617 of the State Environmental Quality Review Act (“SEQRA”) regulations, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF THE VILLAGE OF PORT CHESTER, NEW YORK, as follows:

Section 1. The Village, by and through its Board of Trustees, declares and designates itself to be the “lead agency” as that term is defined in 6 NYCRR §617.2(u), with respect to the continuing environmental review of the Project.

Section 2. It is hereby determined that the Project as aforesaid, is a “Type II”, as that term is defined in 6 NYCRR §617.2(aj).

Section 3. No other agency other than the Village is involved in said environmental review and no coordinated review is necessary or required.

Section 4. No hearing as set forth in 6 NYCRR §617.9(a)(4) is required in making the determinations contained herein with respect to the costs of the Project.

Section 5. Taking into account the criteria set forth in 6 NYCRR §617.7(c) upon review of all pertinent information, including taking a hard look at all the facts and circumstances, it is determined that the Project: does not require segmentation for adequate environmental compliance analysis, includes no unanticipated or unidentified adverse effects which should be anticipated with respect thereto, and is precluded from further review under the Environmental Conservation Law.

Section 6. It is hereby determined that for purposes of the SEQRA regulations the bond resolutions referred hereinabove to be adopted by the Board of Trustees under the Local Finance Law to finance the Project shall not be or be deemed to be an “action”, as that term is defined in 6 NYCRR §617.2(b), until its effectiveness following the estoppel period prescribed in §82.00 of the Local Finance Law.

Section 7. Taking into account the criteria set forth in 6 NYCRR §617, upon review of all pertinent information, including taking a hard look at all the facts and circumstances, it is determined that the Project (i) will not have a significant effect on the climate or climate change, and (ii) will not have a significant effect on the environment, and no unidentified adverse effects are anticipated with respect thereto and are precluded from further review under the Environmental Conservation Law.

Section 8. The Village shall include a true copy of this resolution in the file maintained, readily accessible to the public, in the office of the Village Clerk, containing the EAF.

Section 9. This resolution shall take effect immediately upon its adoption by the Board of Trustees of the Village.

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

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

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

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

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

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

(SEAL)

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

**EXTRACTS FROM MINUTES OF A MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF PORT CHESTER, NEW YORK**

(A - \$275,400 – Various Purposes, 5 years)

A regular meeting of the Board of Trustees of the Village of Port Chester (the “Village”), located in the County of Westchester, State of New York, was held at Village Hall, in the Village of Port Chester, New York, on July _____, 2014 at _:___ P.M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

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

BOND RESOLUTION, DATED JULY _____, 2014, AUTHORIZING THE ISSUANCE OF UP TO \$275,400 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE VILLAGE OF PORT CHESTER, COUNTY OF WESTCHESTER, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF (I) THE ACQUISITION, OF MOTOR VEHICLES AND (II) THE ACQUISITION OF PARKING PAY STATIONS.

WHEREAS, the Board of Trustees of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in the County of Westchester, hereby determines that it is in the public interest of the Village to authorize the financing of the costs of (i) the acquisition of motor vehicles (\$173,400) and (ii) the acquisition of parking pay stations (\$102,000) in and for the Village, including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefore and any preliminary and incidental costs related thereto, at a total estimated cost not to exceed \$275,400, all in accordance with the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Port Chester, County of Westchester, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the Village, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed \$275,400, pursuant to the Local Finance Law, in order to finance the costs of the specific objects or purposes, or classes of objects or purposes, hereinafter described.

Section 2. The specific objects or purposes, or class of objects or purposes, to be financed pursuant to this bond resolution (collectively, the “Project”), the respective estimated maximum cost of such specific objects or purposes, the principal amount of serial bonds, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds, authorized

for such specific objects or purposes, and the period of probable usefulness of such specific objects or purposes or class of objects or purposes pursuant to the applicable subdivision of paragraph a of Section 11.00 of the Local Finance law, are as follows:

(a) The acquisition of motor vehicles, including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefore and any preliminary and incidental costs related thereto, at an estimated maximum cost of \$173,400 for which \$173,400 principal amount of serial bonds, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, are authorized herein and appropriated therefore, having a period of probable usefulness of five (5) years pursuant to subdivision 29 of paragraph a of Section 11.00 of the Local Finance Law. Such serial bonds shall have a maximum maturity of five (5) years computed from the earlier of (a) the date of the first issue of such serial bonds or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds; and

(b) The acquisition of parking pay stations, including any preliminary and incidental costs related thereto, at an estimated maximum cost of \$102,000 for which \$102,000 principal amount of serial bonds, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, are authorized herein and appropriated therefore, having a period of probable usefulness of five (5) years pursuant to subdivision 50 of paragraph a of Section 11.00 of the Local Finance Law. Such serial bonds shall have a maximum maturity of five (5) years computed from the earlier of (a) the date of the first issue of such serial bonds or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 3. The Board of Trustees of the Village has ascertained and hereby states that (a) the estimated maximum costs of the Project will not exceed \$275,400; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the Board of Trustees of the Village plans to finance the costs of the Project from (i) the proceeds of the serial bonds authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds; (d) the maximum maturity of the serial bonds authorized herein shall not be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs in connection with the Project for which the proceeds of any obligations authorized herein are to be applied to reimburse the Village, the Board of Trustees of the Village took “official action” for federal income tax purposes to authorize the capital financing of such expenditure.

Section 4. Subject to the terms and conditions of this bond resolution and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize serial bonds as authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to issue, sell and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the Village Treasurer, as the chief fiscal officer of the Village. The Village Treasurer is hereby authorized to execute on behalf of the Village all serial bonds issued pursuant to this bond resolution, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the Village Clerk is hereby authorized to impress the seal of the Village (or to have imprinted a facsimile thereof) on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest

payable on such serial bonds shall be authenticated by the manual or facsimile signature of the Village Treasurer.

Section 5. The faith and credit of the Village are hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond resolution as the same shall become due.

Section 6. When this bond resolution takes effect, the Village Clerk shall cause the same, or a summary thereof, to be published, together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law, in The Journal News, a newspaper having a general circulation in the Village. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this bond resolution, or such summary thereof, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of any obligations authorized herein, the Board of Trustees of the Village shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the “environmental compliance proceedings”). In the event that any of the environmental

compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond resolution, the Board of Trustees of the Village will re-adopt, amend or modify this bond resolution prior to the issuance of any obligations authorized herein upon the advice of bond counsel. It is hereby determined by the Board of Trustees of the Village that the Project will not have a significant effect on the environment.

Section 8. The Village hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the “obligations”), to finance the costs of the Project. The Village covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the Village, and will not make any use of the Project which would cause the interest on such obligations to become subject to federal income taxation under the Internal Revenue Code of 1986, as amended (the “Code”) (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the Village to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the Village to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond resolution or any other provisions hereof, until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations

authorized herein may be applied to reimburse expenditures or commitments of the Village made in connection with the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond resolution by the Board of Trustees of the Village.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, the Village agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12 (the "Rule") promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the Village's continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the Village Treasurer is authorized and directed to sign and deliver, in the name and on behalf of the Village, the commitment authorized by subsection 6(c) of the Rule (the "Commitment") to be placed on file with the Village Clerk, which shall constitute the continuing disclosure agreement made by the Village for the benefit of holders and beneficial owners of such obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond resolution and not substantially adverse to the Village and that are approved by the Village Treasurer on behalf of the Village, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the Village's continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the Village would be required to incur to

perform thereunder. The Village Treasurer is further authorized and directed to establish procedures in order to ensure compliance by the Village with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the Village Treasurer shall consult with, as appropriate, the Village Attorney and bond counsel or other qualified independent special counsel to the Village and shall be entitled to rely upon any legal advice provided by the Village Attorney and such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 10. This resolution shall be effective immediately upon its due adoption by the Board of Trustees of the Village.

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

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

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

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

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

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

(SEAL)

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

**VILLAGE OF PORT CHESTER
COUNTY OF WESTCHESTER, NEW YORK**

ESTOPPEL NOTICE

The bond resolution published herewith was adopted by the Board of Trustees of the Village of Port Chester (the "Village"), a municipal corporation of the State of New York, located in the County of Westchester, on July _____, 2014. The validity of the obligations authorized by such bond resolution may be hereafter contested only if such obligations were authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this notice, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Date: _____, 2014

/s/ Janusz R. Richards

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

**EXTRACTS FROM MINUTES OF A MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF PORT CHESTER, NEW YORK**

(B - \$30,600 – HVAC systems, 10 years)

A regular meeting of the Board of Trustees of the Village of Port Chester (the “Village”), located in the County of Westchester, State of New York, was held at Village Hall, in the Village of Port Chester, New York, on July _____, 2014 at _:___ P.M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

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

BOND RESOLUTION, DATED JULY ___, 2014, AUTHORIZING THE ISSUANCE OF UP TO \$30,600 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE VILLAGE OF PORT CHESTER, COUNTY OF WESTCHESTER, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF THE INSTALLATION OR RECONSTRUCTION OF A HEATING, VENTILATION OR AIR CONDITIONING SYSTEM IN A CLASS A BUILDING.

WHEREAS, the Board of Trustees of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in the County of Westchester, hereby determines that it is in the public interest of the Village to authorize the financing of the costs of the installation or reconstruction of a heating, ventilation or air conditioning system in a Class A building , including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefore and any preliminary and incidental costs related thereto, at a total estimated cost not to exceed \$30,600, all in accordance with the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Port Chester, County of Westchester, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the Village, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed \$30,600, pursuant to the Local Finance Law, in order to finance the costs of the installation or reconstruction of a heating, ventilation or air conditioning system in a Class A building , including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefore and any preliminary and incidental costs related thereto (collectively, the “Project”).

Section 2. The Board of Trustees of the Village has ascertained and hereby states that (a) the estimated maximum costs of the Project will not exceed \$30,600; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the Board

of Trustees of the Village plans to finance the costs of the Project from the proceeds of the serial bonds authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds except to the extent of Federal or State aid received by the Village, which shall reduce the principal amount of such serial bonds or bond anticipation notes *pro tanto*; (d) the maximum maturity of the serial bonds authorized herein shall be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs in connection with the Project for which the proceeds of any obligations authorized herein are to be applied to reimburse the Village, the Board of Trustees of the Village took “official action” for federal income tax purposes to authorize the capital financing of such expenditure.

Section 3. It is hereby determined that the Project is an object or purpose, or of a class of object or purpose, as described in subdivision 13 of paragraph a of Section 11.00 of the Local Finance Law and that the period of probable usefulness of the Project is ten (10) years. The serial bonds authorized herein shall have a maximum maturity of ten (10) years computed from the earlier of (a) the date of the first issue of such serial bonds, or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 4. Subject to the terms and conditions of this bond resolution and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize serial bonds as authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to issue, sell and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the Village Treasurer, as the chief fiscal officer of the Village. The

Village Treasurer is hereby authorized to execute on behalf of the Village all serial bonds issued pursuant to this bond resolution, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the Village Clerk is hereby authorized to impress the seal of the Village (or to have imprinted a facsimile thereof) on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the Village Treasurer.

Section 5. The faith and credit of the Village are hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond resolution as the same shall become due.

Section 6. When this bond resolution takes effect, the Village Clerk shall cause the same, or a summary thereof, to be published, together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law, in The Journal News, a newspaper having a general circulation in the Village. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this bond resolution, or such summary thereof, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of any obligations authorized herein, the Board of Trustees of the Village shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the “environmental compliance proceedings”). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond resolution, the Board of Trustees of the Village will re-adopt, amend or modify this bond resolution prior to the issuance of any obligations authorized herein upon the advice of bond counsel. It is hereby determined by the Board of Trustees of the Village that the Project will not have a significant effect on the environment.

Section 8. The Village hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the “obligations”), to finance the costs of the Project. The Village covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the Village, and will not make any use of the Project which would cause the interest on such obligations to become subject to federal income taxation under the Internal Revenue Code of 1986, as amended (the “Code”) (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the Village to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project

financed thereby, if such action or omission would cause the interest on such obligations to become subject to federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the Village to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond resolution or any other provisions hereof, until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations authorized herein may be applied to reimburse expenditures or commitments of the Village made in connection with the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond resolution by the Board of Trustees of the Village.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, the Village agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12 (the “Rule”) promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the Village’s continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the Village Treasurer is authorized and directed to sign and deliver, in the name and on behalf of the Village, the commitment authorized by subsection 6(c) of the Rule (the “Commitment”) to be placed on file with the Village Clerk, which shall constitute the continuing disclosure agreement

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

Section 10. This bond resolution is subject to a permissive referendum and will take effect upon its adoption by the Board of Trustees of the Village and the expiration of the period prescribed in the Village Law during which petitions for a permissive referendum may be submitted and filed with the Village Clerk.

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

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

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

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

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

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

(SEAL)

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

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in the County of Westchester, has on the ___ day of July, 2014, duly adopted, pursuant to the Local Finance Law of New York, a bond resolution which:

(1) authorizes the Board of Trustees of the Village to finance the costs of the installation or reconstruction of a heating, ventilation or air conditioning system in a Class A building, and authorizes the issuance of up to \$30,600 aggregate principal amount of serial bonds of the Village to finance the costs of such purpose, and

(2) states the estimated maximum total costs of such acquisition, construction and reconstruction to be not in excess of \$30,600, states that such costs will be financed, in whole or in part, with the issuance of obligations authorized in such bond resolution and sets forth the plan of financing of the costs of such purpose, and

(3) determines the period of probable usefulness of the purpose to be ten (10) years, and

(4) determines that the maximum maturity of such serial bonds will be in excess of five (5) years, and

(5) delegates to the Village Treasurer the power to prescribe the terms, form and contents of such serial bonds and the power to authorize the issuance of, and the power to prescribe the terms, form and contents of, any bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, and to issue, sell and deliver such serial bonds and such bond anticipation notes, and

(6) states that the validity of such serial bonds, or of such bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if (a) such obligations are authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or (b) the provisions of law, which should have been complied with as of the date of publication of such bond resolution, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or (c) if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Such bond resolution is subject to a permissive referendum under the provisions of Article 9 of the Village Law and petitions protesting against such bond resolution and requesting that it be submitted to the electors of the Village for their approval or disapproval may be filed with the Village Clerk at any time within thirty (30) days after the date of the adoption of such bond resolution.

By order of the Board of Trustees of the Village of Port Chester, County of Westchester, State of New York.

Dated: July __, 2014

/s/ JANUSZ R. RICHARDS

JANUSZ R. RICHARDS

Village Clerk

Village of Port Chester, New York

**VILLAGE OF PORT CHESTER
COUNTY OF WESTCHESTER, NEW YORK
AFFIDAVIT AS TO POSTING**

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

JANUSZ R. RICHARDS, being duly sworn, **DEPOSES AND SAYS:**

1. That he is the Village Clerk of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in County of Westchester.

2. On the ___ day of July, 2014, he posted a form of Public Notice relative to the bond resolution relating to the financing of the costs of the installation or reconstruction of a heating, ventilation or air conditioning system in a Class A building, adopted by the Board of Trustees of the Village on July ___, 2014, a true copy of which is annexed hereto and made a part hereof, in the six (6) conspicuous places in the Village:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

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

Sworn to before me this _____
day of _____, 2014

NOTARY PUBLIC

**VILLAGE OF PORT CHESTER
COUNTY OF WESTCHESTER, NEW YORK
CERTIFICATE OF NO PROTEST**

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

1. The Board of Trustees of the Village at a regular meeting thereof duly called and held on July ____, 2014, adopted a bond resolution having the following title:

**BOND RESOLUTION, DATED JULY ____, 2014, AUTHORIZING THE
ISSUANCE OF UP TO \$30,600 AGGREGATE PRINCIPAL AMOUNT
SERIAL BONDS OF THE VILLAGE OF PORT CHESTER, COUNTY OF
WESTCHESTER, STATE OF NEW YORK, PURSUANT TO THE LOCAL
FINANCE LAW, TO FINANCE THE COSTS OF THE INSTALLATION OR
RECONSTRUCTION OF A HEATING, VENTILATION OR AIR
CONDITIONING SYSTEM IN A CLASS A BUILDING.**

2. On and prior to the date hereof, no petition or petitions protesting such bond resolution and requesting that it be submitted to the electors of the Village for their approval or disapproval have been filed with the Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the Village, this ____ day of July, 2014.

(SEAL)

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

**VILLAGE OF PORT CHESTER
COUNTY OF WESTCHESTER, NEW YORK**

ESTOPPEL NOTICE

The bond resolution published herewith was adopted by the Board of Trustees of the Village of Port Chester (the "Village"), a municipal corporation of the State of New York, located in the County of Westchester, on July ____, 2014. The effectiveness of such bond resolution was subject to a permissive referendum and notice thereof was given as prescribed by law. The period of time prescribed by law has elapsed for the submission and filing of a petition for a permissive referendum and a valid petition has not been submitted and filed. The validity of the obligations authorized by such bond resolution may be hereafter contested only if such obligations were authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this notice, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Date: _____, 2014

/s/ JANUSZ R. RICHARDS

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

**EXTRACTS FROM MINUTES OF A MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF PORT CHESTER, NEW YORK**

(C - \$1,550,400 – Streets/Machinery & Apparatus, 15 years)

A regular meeting of the Board of Trustees of the Village of Port Chester (the “Village”), located in the County of Westchester, State of New York, was held at Village Hall, in the Village of Port Chester, New York, on July ___, 2014 at __:___ P.M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

Trustee _____ submitted the following bond resolution and moved for its adoption. The motion was seconded by Trustee _____. The Board of Trustees of the Village was polled. The motion was adopted by a vote of ___ affirmative votes (being at least two-thirds of the voting strength of the Board of Trustees of the Village) with ___ negative votes and ___ votes absent.

BOND RESOLUTION, DATED JULY____, 2014, AUTHORIZING THE ISSUANCE OF UP TO \$1,550,400 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE VILLAGE OF PORT CHESTER, COUNTY OF WESTCHESTER, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF (I) THE ACQUISITION, CONSTRUCTION AND RECONSTRUCTION OF IMPROVEMENTS TO VILLAGE STREETS AND (II) THE ACQUISITION OF MACHINERY AND APPARATUS FOR CONSTRUCTION AND MAINTENANCE.

WHEREAS, the Board of Trustees of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in the County of Westchester, hereby determines that it is in the public interest of the Village to authorize the financing of the costs of (i) the acquisition, construction and reconstruction of improvements to Village streets (\$1,020,000) and (ii) the acquisition of machinery and apparatus for construction and maintenance (\$530,400), including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefore and any preliminary and incidental costs related thereto, at a total estimated cost not to exceed \$1,550,400, all in accordance with the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Port Chester, County of Westchester, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the Village, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed \$1,550,400, pursuant to the Local Finance Law, in order to finance the costs of the specific objects or purposes, or classes of objects or purposes, hereinafter described.

Section 2. The specific objects or purposes, or class of objects or purposes, to be financed pursuant to this bond resolution (collectively, the “Project”), the respective estimated maximum cost of such specific objects or purposes, the principal amount of serial bonds, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds, authorized

for such specific objects or purposes, and the period of probable usefulness of such specific objects or purposes or class of objects or purposes pursuant to the applicable subdivision of paragraph a of Section 11.00 of the Local Finance law, are as follows:

(a) The acquisition, construction and reconstruction of improvements to Village streets, including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefore and any preliminary and incidental costs related thereto, at an estimated maximum cost of \$1,020,000 for which \$1,020,000 principal amount of serial bonds, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, are authorized herein and appropriated therefore, having a period of probable usefulness of fifteen (15) years pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law. Such serial bonds shall have a maximum maturity of fifteen (15) years computed from the earlier of (a) the date of the first issue of such serial bonds or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds; and

(b) The acquisition of machinery and apparatus for construction and maintenance, including any preliminary and incidental costs related thereto, at an estimated maximum cost of \$530,400 for which \$530,400 principal amount of serial bonds, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, are authorized herein and appropriated therefore, having a period of probable usefulness of fifteen (15) years pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law. Such serial bonds shall have a maximum maturity of fifteen (15) years computed from the earlier of (a) the date of the first issue of such serial bonds or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 3. The Board of Trustees of the Village has ascertained and hereby states that (a) the estimated maximum costs of the Project will not exceed \$1,550,400; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the Board of Trustees of the Village plans to finance the costs of the Project from the proceeds of the serial bonds authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds; (d) the maximum maturity of the serial bonds authorized herein shall be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs in connection with the Project for which the proceeds of any obligations authorized herein are to be applied to reimburse the Village, the Board of Trustees of the Village took “official action” for federal income tax purposes to authorize the capital financing of such expenditure.

Section 4. Subject to the terms and conditions of this bond resolution and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize serial bonds as authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to issue, sell and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the Village Treasurer, as the chief fiscal officer of the Village. The Village Treasurer is hereby authorized to execute on behalf of the Village all serial bonds issued pursuant to this bond resolution, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the Village Clerk is hereby authorized to impress the seal of the Village (or to have imprinted a facsimile thereof) on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest

payable on such serial bonds shall be authenticated by the manual or facsimile signature of the Village Treasurer.

Section 5. The faith and credit of the Village are hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond resolution as the same shall become due.

Section 6. When this bond resolution takes effect, the Village Clerk shall cause the same, or a summary thereof, to be published, together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law, in The Journal News, a newspaper having a general circulation in the Village. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this bond resolution, or such summary thereof, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of any obligations authorized herein, the Board of Trustees of the Village shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the “environmental compliance proceedings”). In the event that any of the environmental

compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond resolution, the Board of Trustees of the Village will re-adopt, amend or modify this bond resolution prior to the issuance of any obligations authorized herein upon the advice of bond counsel. It is hereby determined by the Board of Trustees of the Village that the Project will not have a significant effect on the environment.

Section 8. The Village hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the “obligations”), to finance the costs of the Project. The Village covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the Village, and will not make any use of the Project which would cause the interest on such obligations to become subject to federal income taxation under the Internal Revenue Code of 1986, as amended (the “Code”) (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the Village to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the Village to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond resolution or any other provisions hereof, until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations

authorized herein may be applied to reimburse expenditures or commitments of the Village made in connection with the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond resolution by the Board of Trustees of the Village.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, the Village agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12 (the "Rule") promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the Village's continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the Village Treasurer is authorized and directed to sign and deliver, in the name and on behalf of the Village, the commitment authorized by subsection 6(c) of the Rule (the "Commitment") to be placed on file with the Village Clerk, which shall constitute the continuing disclosure agreement made by the Village for the benefit of holders and beneficial owners of such obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond resolution and not substantially adverse to the Village and that are approved by the Village Treasurer on behalf of the Village, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the Village's continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the Village would be required to incur to

perform thereunder. The Village Treasurer is further authorized and directed to establish procedures in order to ensure compliance by the Village with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the Village Treasurer shall consult with, as appropriate, the Village Attorney and bond counsel or other qualified independent special counsel to the Village and shall be entitled to rely upon any legal advice provided by the Village Attorney and such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 10. This bond resolution is subject to a permissive referendum and will take effect upon its adoption by the Board of Trustees of the Village and the expiration of the period prescribed in the Village Law during which petitions for a permissive referendum may be submitted and filed with the Village Clerk.

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the Village, this ____ day of July, 2014.

(SEAL)

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

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Port Chester (the "Village"), a municipal corporation of the State of New York, located in the County of Westchester, has on the ____ day of July, 2014, duly adopted, pursuant to the Local Finance Law of New York, a bond resolution which:

(1) authorizes the Board of Trustees of the Village to finance the costs of (i) the acquisition, construction and reconstruction of improvements to Village streets (\$1,020,000) and (ii) the acquisition of machinery and apparatus for construction and maintenance (\$530,400), and authorizes the issuance of up to \$1,550,400 aggregate principal amount of serial bonds of the Village to finance the costs of such purposes, and

(2) states the estimated maximum total costs of such acquisition, construction and reconstruction to be not in excess of \$1,550,400, states that such costs will be financed, in whole or in part, with the issuance of obligations authorized in such bond resolution and sets forth the plan of financing of the costs of such purposes, and

(3) determines the period of probable usefulness of the purposes to be fifteen (15) years, and

(4) determines that the maximum maturity of such serial bonds will be in excess of five (5) years, and

(5) delegates to the Village Treasurer the power to prescribe the terms, form and contents of such serial bonds and the power to authorize the issuance of, and the power to prescribe the terms, form and contents of, any bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, and to issue, sell and deliver such serial bonds and such bond anticipation notes, and

(6) states that the validity of such serial bonds, or of such bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if (a) such obligations are authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or (b) the provisions of law, which should have been complied with as of the date of publication of such bond resolution, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or (c) if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Such bond resolution is subject to a permissive referendum under the provisions of Article 9 of the Village Law and petitions protesting against such bond resolution and requesting that it be submitted to the electors of the Village for their approval or disapproval may be filed with the Village Clerk at any time within thirty (30) days after the date of the adoption of such bond resolution.

By order of the Board of Trustees of the Village of Port Chester, County of Westchester, State of New York.

Dated: July __, 2014

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

**VILLAGE OF PORT CHESTER
COUNTY OF WESTCHESTER, NEW YORK
AFFIDAVIT AS TO POSTING**

STATE OF NEW YORK)
)**SS.:**
COUNTY OF WESTCHESTER)

JANUSZ R. RICHARDS, being duly sworn, **DEPOSES AND SAYS:**

1. That she is the Village Clerk of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in County of Westchester.

2. On the ___ day of July, 2014, he posted a form of Public Notice relative to the bond resolution relating to the financing of the costs of (i) the acquisition, construction and reconstruction of improvements to Village streets and (ii) the acquisition of machinery and apparatus for construction and maintenance adopted by the Board of Trustees of the Village on July _____, 2014, a true copy of which is annexed hereto and made a part hereof, in the six (6) conspicuous places in the Village:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

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

Sworn to before me this _____
day of _____, 2014

NOTARY PUBLIC

**VILLAGE OF PORT CHESTER
COUNTY OF WESTCHESTER, NEW YORK
CERTIFICATE OF NO PROTEST**

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

1. The Board of Trustees of the Village at a regular meeting thereof duly called and held on July____, 2014, adopted a bond resolution having the following title:

**BOND RESOLUTION, DATED JULY____, 2014, AUTHORIZING THE
ISSUANCE OF UP TO \$1,550,400 AGGREGATE PRINCIPAL AMOUNT
SERIAL BONDS OF THE VILLAGE OF PORT CHESTER, COUNTY OF
WESTCHESTER, STATE OF NEW YORK, PURSUANT TO THE LOCAL
FINANCE LAW, TO FINANCE THE COSTS OF (I) THE ACQUISITION,
CONSTRUCTION AND RECONSTRUCTION OF IMPROVEMENTS TO
VILLAGE STREETS AND (II) THE ACQUISITION OF MACHINERY AND
APPARATUS FOR CONSTRUCTION AND MAINTENANCE.**

2. On and prior to the date hereof, no petition or petitions protesting such bond resolution and requesting that it be submitted to the electors of the Village for their approval or disapproval have been filed with the Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the Village, this ____ day of July, 2014.

(SEAL)

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

**VILLAGE OF PORT CHESTER
COUNTY OF WESTCHESTER, NEW YORK**

ESTOPPEL NOTICE

The bond resolution published herewith was adopted by the Board of Trustees of the Village of Port Chester (the "Village"), a municipal corporation of the State of New York, located in the County of Westchester, on July____, 2014. The effectiveness of such bond resolution was subject to a permissive referendum and notice thereof was given as prescribed by law. The period of time prescribed by law has elapsed for the submission and filing of a petition for a permissive referendum and a valid petition has not been submitted and filed. The validity of the obligations authorized by such bond resolution may be hereafter contested only if such obligations were authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this notice, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Date: _____, 2014

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

**EXTRACTS FROM MINUTES OF A MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF PORT CHESTER, NEW YORK**

(D-\$153,000 – Building Improvements, 25 years)

A regular meeting of the Board of Trustees of the Village of Port Chester (the “Village”), located in the County of Westchester, State of New York, was held at Village Hall, in the Village of Port Chester, New York, on July____, 2014 at __:__ P.M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

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

BOND RESOLUTION, DATED JULY____, 2014, AUTHORIZING THE ISSUANCE OF UP TO \$153,000 AGGREGATE PRINCIPAL AMOUNT SERIAL BONDS OF THE VILLAGE OF PORT CHESTER, COUNTY OF WESTCHESTER, STATE OF NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE COSTS OF THE ACQUISITION, CONSTRUCTION AND RECONSTRUCTION OF IMPROVEMENTS TO VILLAGE BUILDINGS.

WHEREAS, the Board of Trustees of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in the County of Westchester, hereby determines that it is in the public interest of the Village to authorize the financing of the costs of the acquisition, construction and reconstruction of improvements to Village buildings, including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefore and any preliminary and incidental costs related thereto, at a total estimated cost not to exceed \$153,000, all in accordance with the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Port Chester, County of Westchester, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the Village, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, in the aggregate principal amount not to exceed \$153,000, pursuant to the Local Finance Law, in order to finance the costs of the acquisition, construction and reconstruction of improvements to Village buildings, including the acquisition of any applicable equipment, machinery, apparatus, land or rights-in-land necessary therefore and any preliminary and incidental costs related thereto (collectively, the “Project”).

Section 2. The Board of Trustees of the Village has ascertained and hereby states that (a) the estimated maximum costs of the Project will not exceed \$153,000; (b) no money has heretofore been authorized to be applied to the payment of the costs of the Project; (c) the Board

of Trustees of the Village plans to finance the costs of the Project from the proceeds of the serial bonds authorized herein, and/or of bond anticipation notes issued in anticipation of the issuance of such serial bonds; (d) the maximum maturity of the serial bonds authorized herein shall be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any costs in connection with the Project for which the proceeds of any obligations authorized herein are to be applied to reimburse the Village, the Board of Trustees of the Village took “official action” for federal income tax purposes to authorize the capital financing of such expenditure.

Section 3. It is hereby determined that the Project is an object or purpose, or of a class of object or purpose, as described in subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law and that the period of probable usefulness of the Project is twenty-five (25) years (such buildings being of “Class A” construction as that term is defined in Section 11.00 of the Local Finance Law). The serial bonds authorized herein shall have a maximum maturity of twenty-five (25) years computed from the earlier of (a) the date of the first issue of such serial bonds, or (b) the date of the first issue of bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 4. Subject to the terms and conditions of this bond resolution and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize serial bonds as authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes, and the power to issue, sell and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the Village Treasurer, as the chief fiscal officer of the Village. The Village Treasurer is hereby authorized to execute on behalf of the Village all serial bonds issued

pursuant to this bond resolution, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the Village Clerk is hereby authorized to impress the seal of the Village (or to have imprinted a facsimile thereof) on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the Village Treasurer.

Section 5. The faith and credit of the Village are hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond resolution as the same shall become due.

Section 6. When this bond resolution takes effect, the Village Clerk shall cause the same, or a summary thereof, to be published, together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law, in The Journal News, a newspaper having a general circulation in the Village. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this bond resolution, or such summary thereof, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of any obligations authorized herein, the Board of Trustees of the Village shall comply with all applicable provisions prescribed in Article 8 of the

Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the “environmental compliance proceedings”). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond resolution, the Board of Trustees of the Village will re-adopt, amend or modify this bond resolution prior to the issuance of any obligations authorized herein upon the advice of bond counsel. It is hereby determined by the Board of Trustees of the Village that the Project will not have a significant effect on the environment.

Section 8. The Village hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the “obligations”), to finance the costs of the Project. The Village covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations or any other funds of the Village, and will not make any use of the Project which would cause the interest on such obligations to become subject to federal income taxation under the Internal Revenue Code of 1986, as amended (the “Code”) (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the Village to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to federal income taxation under the Code (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the Village to any

penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond resolution or any other provisions hereof, until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations authorized herein may be applied to reimburse expenditures or commitments of the Village made in connection with the Project on or after a date which is not more than sixty (60) days prior to the date of adoption of this bond resolution by the Board of Trustees of the Village.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, the Village agrees, in accordance with and as an obligated person with respect to such obligations under, Rule 15c2-12 (the “Rule”) promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the Village’s continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the Village Treasurer is authorized and directed to sign and deliver, in the name and on behalf of the Village, the commitment authorized by subsection 6(c) of the Rule (the “Commitment”) to be placed on file with the Village Clerk, which shall constitute the continuing disclosure agreement made by the Village for the benefit of holders and beneficial owners of such obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond resolution and not substantially adverse to the Village and that are approved by the Village Treasurer on behalf of the Village, all of which shall be conclusively

evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the Village's continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the Village would be required to incur to perform thereunder. The Village Treasurer is further authorized and directed to establish procedures in order to ensure compliance by the Village with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the Village Treasurer shall consult with, as appropriate, the Village Attorney and bond counsel or other qualified independent special counsel to the Village and shall be entitled to rely upon any legal advice provided by the Village Attorney and such bond counsel or other qualified independent special counsel in determining whether a filing should be made.

Section 10. This bond resolution is subject to a permissive referendum and will take effect upon its adoption by the Board of Trustees of the Village and the expiration of the period prescribed in the Village Law during which petitions for a permissive referendum may be submitted and filed with the Village Clerk.

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

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

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

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

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

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

(SEAL)

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

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in the County of Westchester, has on the ____ day of July, 2014, duly adopted, pursuant to the Local Finance Law of New York, a bond resolution which:

(1) authorizes the Board of Trustees of the Village to finance the costs of the acquisition, construction and reconstruction of improvements to Village buildings, and authorizes the issuance of up to \$153,000 aggregate principal amount of serial bonds of the Village to finance the costs of such purpose, and

(2) states the estimated maximum total costs of such acquisition, construction and reconstruction to be not in excess of \$153,000, states that such costs will be financed, in whole or in part, with the issuance of obligations authorized in such bond resolution and sets forth the plan of financing of the costs of such purpose, and

(3) determines the period of probable usefulness of the purpose to be twenty-five (25) years, and

(4) determines that the maximum maturity of such serial bonds will be in excess of five (5) years, and

(5) delegates to the Village Treasurer the power to prescribe the terms, form and contents of such serial bonds and the power to authorize the issuance of, and the power to prescribe the terms, form and contents of, any bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, and to issue, sell and deliver such serial bonds and such bond anticipation notes, and

(6) states that the validity of such serial bonds, or of such bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if (a) such obligations are authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or (b) the provisions of law, which should have been complied with as of the date of publication of such bond resolution, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or (c) if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Such bond resolution is subject to a permissive referendum under the provisions of Article 9 of the Village Law and petitions protesting against such bond resolution and requesting that it be submitted to the electors of the Village for their approval or disapproval may be filed with the Village Clerk at any time within thirty (30) days after the date of the adoption of such bond resolution.

By order of the Board of Trustees of the Village of Port Chester, County of Westchester, State of New York.

Dated: _____, 2014

/s/ JANUSZ R. RICHARDS

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

**VILLAGE OF PORT CHESTER
COUNTY OF WESTCHESTER, NEW YORK
CERTIFICATE OF NO PROTEST**

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

1. The Board of Trustees of the Village at a regular meeting thereof duly called and held on July____, 2014, adopted a bond resolution having the following title:

**BOND RESOLUTION, DATED JULY____, 2014, AUTHORIZING THE
ISSUANCE OF UP TO \$153,000 AGGREGATE PRINCIPAL AMOUNT
SERIAL BONDS OF THE VILLAGE OF PORT CHESTER, COUNTY OF
WESTCHESTER, STATE OF NEW YORK, PURSUANT TO THE LOCAL
FINANCE LAW, TO FINANCE THE COSTS OF THE ACQUISITION,
CONSTRUCTION AND RECONSTRUCTION OF IMPROVEMENTS TO
VILLAGE BUILDINGS.**

2. On and prior to the date hereof, no petition or petitions protesting such bond resolution and requesting that it be submitted to the electors of the Village for their approval or disapproval have been filed with the Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the Village, this ____ day of _____, 2014.

(SEAL)

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

**VILLAGE OF PORT CHESTER
COUNTY OF WESTCHESTER, NEW YORK**

ESTOPPEL NOTICE

The bond resolution published herewith was adopted by the Board of Trustees of the Village of Port Chester (the "Village"), a municipal corporation of the State of New York, located in the County of Westchester, on _____, 2014. The effectiveness of such bond resolution was subject to a permissive referendum and notice thereof was given as prescribed by law. The period of time prescribed by law has elapsed for the submission and filing of a petition for a permissive referendum and a valid petition has not been submitted and filed. The validity of the obligations authorized by such bond resolution may be hereafter contested only if such obligations were authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or the provisions of law, which should have been complied with as of the date of publication of this notice, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or if such obligations were authorized in violation of the provisions of the Constitution of the State of New York.

Date: _____, 2014

/s/ JANUSZ R. RICHARDS

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



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 #:			Strategic Plan Priority Area		
Agreement			Manager Priorities		
Strategic Plan Related					

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

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

*****Summary



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

Proposed Action

Select a Proposed Action

Attachments

**RESOLUTION
GASB 45 ACTUARIAL SERVICE AGREEMENT
FOR FISCAL YEAR ENDING MAY 31, 2014**

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

WHEREAS, two (2) proposals were received by two bidders for the FY 2013-2014, FY 2014-15, and FY 2015-16 actuarial services for GASB 45, and

WHEREAS, the recommendation is that the FY 2013-14 actuarial services be awarded to Danziger & Marhoff LLP, Attorneys, at Law, 123 Main Street, White Plains, NY 10601 for \$1,500 to perform mid-cycle valuation. Now, therefore, be it

RESOLVED, that the Village Manager is hereby authorized to enter into an agreement with Danziger & Markhoff LLP, 123 Main Street, White Plains, NY 10601 for \$1,500 to perform the mid-cycle valuation for the Village of Port Chester for fiscal year ending May 31, 2014.

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:



June 6, 2014

Ms. Leonie Douglas
Village Treasurer
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

Re: Proposal for Actuarial Consulting Services (GASB 43 & 45)

Dear Ms. Douglas:

As requested, below is a proposal for services for providing Village of Port Chester (“Company”) with a postemployment benefits valuation under Government Accounting Standards Board (GASB) No. 43 & 45. Our proposal includes a full valuation, plus two optional years for the Company for future roll forward calculations, if desired.

If you agree with the proposal below, then please sign the bottom of the third page of this proposal and fax to my attention at (914) 933-0064, or alternatively scan and email to michael.frank@aquariuscapital.com. If you have any questions or wish to review in more detail, please contact me at (914) 933-0063.

The terms and conditions of this agreement are as follows:

- **Current Year Valuation:** We are proposing a flat fee of \$3,500 for a full valuation for the current fiscal year, which would be payable upon completion of the project. Estimated completion is approximately three weeks based on availability of information. Exhibit I of this proposal has a data request.
- **Optional Years/Quotes:** As an optional quote for the next year, if the Company is interested in a roll forward calculation in the following two years, then our proposed fee would be \$1,500 for each roll forward calculation.
- **Objective:** This report is provided to the Company for the purpose of calculation results under GASB 45. Information in this report may not be appropriate to use for other purposes. Aquarius does not intend to benefit from the overall results of the report and we assume no duty, liability or obligation to parties that use this work for other reasons other than its intention, i.e., reporting of GASB45 for financial statements.
- **Liability:** Company agrees to indemnify, defend and hold harmless Aquarius from any third party liability except liability arising from Aquarius’ gross negligence. Aquarius liability is limited to fees earned under this agreement. In any action or proceeding to enforce this agreement, Aquarius shall be entitled to recover its reasonable attorneys’ fees and costs from Company.

Proposed Work Plan

Below is a summary of our proposed work plan.

- **Data Gathering –** We provided a sample data request to be used for collecting information for the valuation. See Exhibit I for a sample data request. We anticipate obtaining information electronically for individual record information on active and retired employees and their dependents.



June 6, 2014

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- Review of Assumptions – We will provide suggestions and recommendations on the assumptions to be used for the GASB 43/45 valuation unless you have already identified and selected certain assumptions from prior valuation reports.
- Sensitivity Analysis - As part of the valuation, we will include sensitivity analysis based on variations of discount interest rates and health care cost inflation (trend) increases.

Please note that we did not provide a proposed end date since we understand that each organization will be able to provide information at different rates depending on access to their data. We anticipate the completion time is approximately three to four weeks from receiving data items as outlined in Exhibit I.

Aquarius Capital – Overview & Qualifications

Aquarius Capital is an actuarial consulting and employee benefits consulting firm providing services to insurance companies, HMOs and employers, including private sector and public entities. We also provide consulting services to other organizations servicing the insurance industry including brokerage firms, actuarial firms, third party administrators, accounting firms and insurance regulators.

The management team at Aquarius has completed more than 500 retiree valuations for other postemployment benefits (OPEB) under FAS 106, GASB 43/45, SOP 92-6, retiree buyouts, insurance valuations, and reinsurance transactions. *As an example, Port Chester-Rye Union Free School District, Port Chester Housing Authority and Town of Rye are GASB45 clients.*

Sample insurance company clients include Berkshire Hathaway, Blue Cross, Cigna, Aetna, United Healthcare, Healthnet, Zurich, and Medco. Aquarius also consults the New York State Department of Financial Services (Insurance Department). Our company was formed in 2002 and we have offices in New York and Connecticut.

The actuary assigned to the project is Michael Frank, who is President and Actuary of Aquarius Capital. He is an Associate of the Society of Actuaries, Fellow of Conference of Consulting Actuaries, and Member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries. He is also licensed as an insurance broker and reinsurance intermediary.

In addition to his role at Aquarius Capital, he is active in the actuarial and insurance community. Below is a summary of some of the activities that he is involved with in the industry.

- He was the 2011 elected President of the Actuarial Society of New York (ASNY), which is the largest actuarial club in the world and serves more than 3,000 actuaries in the New York, Connecticut, and New Jersey, and also has members from the Maryland, Massachusetts and Pennsylvania market places. Prior to President, he previously served for three years as Chairperson for Continuing Education.
- He is an adjunct professor at Columbia University, Masters of Science in Actuarial Science and is an instructor for the Society of Actuaries LEARN program teaching reinsurance to insurance regulators.
- He is an active member on various federal and state healthcare reform task forces, including the American Academy of Actuaries and Conference of Consulting Actuaries. He was elected and served on three Society of Actuaries section councils including Actuary of the Future, Entrepreneurial Actuaries and Reinsurance.



June 6, 2014
Page 3

For additional information about our organization, including individual management team bios, published material, and landmark events, please visit website www.aquariuscapital.com.

If any questions, please call me at (914) 933-0063. Thank you for considering us for this opportunity. We look forward to potentially working with you.

Sincerely,

Michael L. Frank, A.S.A., F.C.A., M.A.A.A.
President and Actuary

Cc: Donald Rusconi

Enclosure (Exhibit I)

Proposal Acceptance by Company:

I agree to the above arrangement with a fee of \$3,500 for full valuation and optional quote for a roll forward calculation of \$1,500 for each of the following roll forward years.

Signature

Name

Title

Date



EXHIBIT I

Summary Request for Information

Below is a summary of data items required for completing a valuation for post employment non-pension benefits for GASB Statements No. 43 & 45 (GASB 43/45) for Village of Port Chester. Information required is as follows:

1. **Summary of Retiree Benefits:** Obtain the plan design(s) for retiree benefits including deductibles, coinsurance, maximum benefits and insurance carrier providers. Benefits would include medical, prescription drugs, dental, vision, life and other post employment benefits. Please include a copy of a plan summary, plan document and/or summary plan description. Please also confirm if Medicare Part B premium reimbursement for Medicare eligible retirees and dependents.
2. **Financial Year:** Please provide the dates for fiscal year (e.g., 6/1/13 to 5/31/14, etc.).
3. **Eligibility Requirements:** Please provide eligibility requirements by type of retirement benefit (e.g., medical, life, etc.) and how it applies to benefits and retiree contribution rates. Please identify the requirements to apply for each group if varying requirements (e.g., minimum age and/or minimum years of services) by benefit. Please confirm if the requirement for all benefits (e.g., medical, life, etc.). Please identify if certain groups have been grandfathered for benefits (or provided any special incentive packages) and if certain benefits are available to current retirees or if future retirees (those currently active) will be eligible for these benefits.
4. **Electronic Census Information:** Provide an electronic census for population including:
 - Employee ID
 - Date of birth, date of hire, and spouse date of birth (if applicable & available)
 - Gender
 - Date of termination or retirement (if applicable)
 - Eligibility indicator (if applicable or available)
 - Employment status (e.g., active, retired, surviving spouse, etc.)
 - Salary class/grouping if additional reporting is requested by this class (may be used for contribution variations, retiree eligibility, or other reporting requirements.
 - Election for each type of covered benefit (Y or N) – Example, Medical, Dental, Life, etc.
 - Coverage tier for each type of covered benefit (e.g., EE only, EE + 1 dependent, etc.)
 - Insurance Carrier name and premium rate before employee contributions
 - Retired employee contribution rate (if tracked uniquely to each employee), if applicable
 - Retiree life insurance benefit amount, if applicable.

Please provide electronic census on a record-by-record basis in Excel for both actives (including eligible opt-outs) and retirees. In addition, please include any control totals so that we can compare electronic files for validation check as well as effective date of census information. If you desire results to be summarized by subcategories (e.g., class of employees), then please include an indicator in the census information so results can be separated accordingly.

5. **Premium Rates for Retiree Population:** Please provide premium rate information for the past two to three years for all coverages on both a pre-65 and post-65 retiree basis. Please provide for each insurance benefit and insurance carrier.
6. **Other Reporting:** Copies of Prior Valuations including any historical other post employment benefits (OPEB) valuations for GASB 43/45 plus the last year end audited financials referencing GASB 45 accounting and footnotes, if a prior valuation was done. Please provide guidance on handling of Medicare Part D subsidy (e.g., included or excluded in insurance costs) plus include guidance on how Medicare Part B reimbursements are handled for employees and dependents.

If any questions pertaining, then please contact Michael Frank at (914) 933-0063 or michael.frank@aquariuscapital.com.

**RESOLUTION
GASB 45 ACTUARIAL SERVICE AGREEMENT FOR FISCAL YEAR ENDING
MAY 31, 2015 AND 2016**

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

WHEREAS, two (2) proposals were received by two bidders for the FY 2013-2014, FY 2014-15, and FY 2015-16 actuarial services for GASB 45, and

WHEREAS, the recommendation is that the FY 2014-15 and FY 2015-16 actuarial services be awarded to Aquarius Capital, 110 Betsy Broad Road, Port Chester, NY 10573 for full valuation for fiscal year ending May 31, 2015 for \$3,500, and for \$1,500 for mid-cycle valuation for fiscal year ending May 31, 2016. Now, therefore, be it

RESOLVED, that the Village Manager is hereby authorized to enter into an agreement with Aquarius Capital, 110 Betsy Brown Road, Port Chester, NY 10573 for \$3,500 and \$1,500 to perform full and mid-cycle GASB 45 valuation for fiscal year ending May 31, 2015 and 2016 respectively.

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

**DANZIGER &
MARKHOFF LLP**
Attorneys at Law

**Village of Port Chester
GASB #45 Proposal
Prepared June 12, 2014**

Joel Danziger
Harris Markhoff
Joshua S. Levine
Robert B. Danziger
Michael Markhoff
Gregory R. Tapfar
Andrew E. Roth
Jay Fenster
David P. Gesser

Mid-Cycle valuation for FYE 5/31/2014: \$1,500
(previously scheduled at \$2,353)

—————
COUNSEL
Ira Langer, P.C.
Irwin N. Rubin

Full Valuation For FYE 5/31/2015: \$3,780
(reflects 20% reduction from FYE 2013 Full Valuation fee of \$4,725)

—————
ENROLLED ACTUARIES
William Miller

Mid-Cycle valuation for FYE 5/31/2016: \$1,512
(reflects 60% discount for Mid-Cycle year)

Aileen T. Palazzo
Edward A. Echeverria
Timothy O'Connell
Andrea L. Abolafia

We have been able to reduce fees due to improvements in our internal procedures.

VOICE
914-948-1556
FAX
914-948-1706

————— SERVING CLIENTS SINCE 1960 —————



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 Commission Secretary

From: Office of Planning & Development
Re: The Showboat Riverboat Application and License Agreement
To: Hon. Mayor Pagano, Board of Trustees
CC: C. Steers, T. Cerreto, P. Miley, J. Richards
Date: July 3, 2014

As the requisite license agreement is being finalized, it is timely and appropriate that the Board of Trustees consider the requirements of Part 617 of the State Environmental Quality Review Act ("SEQRA") regulations with reference to the application to allow permanent docking of the Showboat in the Village Marina as a dining and entertainment venue.

The Board's authorization of the agreement to be executed is classified as an Unlisted Action under the regulations. Based on discussions with officials at the State, the Village has been encouraged to undertake a coordinated review with state and federal agencies having jurisdiction. As such, the application/action requires designation of a Lead Agency to oversee the environmental review process. A letter indicating the Board's intent to be Lead Agency will be circulated to all interested and involved agencies. If no written objections are received within 30 days from the date of notice circulation, the Village of Port Chester Board of Trustees will assume the role of Lead Agency and undertake the environmental review.

Included as backup documentation to the Intent to be Lead Agency letter is the Coastal Assessment Form completed by the Applicant signed by Waterfront Chairman Didden declaring the Commission's conclusion of the Application's consistency with the policies of the Village's adopted 1992 Local Waterfront Revitalization Program; a Short Environmental Assessment Form completed by the Applicant; architectural plans for The Showboat Riverboat; and a draft of the Licenses Agreement in its current iteration.

**NOTICE OF INTENT TO DECLARE LEAD AGENCY SO AS TO COMMENCE
THE STATE MANDATED ENVIRONMENTAL REVIEW PROCESS
OF THE SHOWBOAT RIVERBOAT TO OPERATE AS A RESTAURANT AND
ENTERTAINMENT VENUE AT THE VILLAGE MARINA**

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 owner of The Showboat Riverboat, Billy Frenz (“Applicant”), made an application for The Showboat Riverboat (“Vessel”) to become a permanently moored craft on Village-owned land; and

WHEREAS, the Vessel will be docked alongside the Village public promenade in the Byram River approximately sixty feet south of the centerline of Willett Avenue and provide dining and entertainment activity in addition to transient boat slips, new docks and pilings, a pump out station, lighting features, an ADA compliant gangway and ADA compliant public restrooms (“Project”); and

WHEREAS, the Project requires permission from the Board in the form of a revocable license agreement subject to certain review, permits and approvals from various local, state and federal entities; and

WHEREAS, the Board of Trustees finds the Project to be an Unlisted Action under Part 617 of the State Environmental Quality Review Act (SEQRA) regulations. Now therefore be it

RESOLVED, that the Board of Trustees hereby gives notice of its intent to be Lead Agency for the proposed Project and that this Notice of Intent, the License Agreement and exhibits thereto, including the Environmental Assessment Form, be circulated to the following Involved Agencies and Interested Agencies:

Potential Involved & Interested Agencies:

Village of Rye Brook
ATTN: Christopher Bradbury, Village Administrator
Rye Brook Village Hall
938 King St
Rye Brook, NY 10573

Department of Environmental Conservation, Region 3
ATTN: Margaret Duke
Office of Communication Services
625 Broadway
Albany, NY 12233-4500

Army Corp. of Engineers
New York District
ATTN: Jodi M. McDonald
26 Federal Plaza, Room 1937
New York, New York 10278-0090

NYS Coastal Management Program
New York State Department of State
ATTN: Jennifer Street
99 Washington Ave
One Commerce Plaza, Suite 1010
Albany, NY 12231

Office of General Services
ATTN: Bethany Wieczorek
26th Floor, Corning Tower
Empire State Plaza
Albany, NY 12242

New York State Department of State
Local Waterfront Revitalization Program, Office of Planning and Development
ATTN: Jaime Ethier
1 Commerce Plaza
Albany, NY 12231

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

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

Office of Housing Preservation
ATTN: Richmond McCurnin, Assistant Commissioner
38-40 State Street
Albany, New York 12207

County Department of Health
ATTN: Lenny Meyerson
145 Huguenot St., 8th Fl.
New Rochelle, NY 10801
Village of Rye Brook

City of Rye
ATTN: Dawn Nodarse, City Clerk
City Hall
1051 Boston Post Road
Rye, NY 10580

New York State Department of Transportation, Region 8
ATTN: William Gorton, PE
4 Burnett Boulevard
Poughkeepsie, N.Y. 12603

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

Port Chester Waterfront Commission
ATTN: Bart Didden, Chairman
Village Hall
222 Grace Church Street
Port Chester, N.Y. 10573

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

New York State Division for Historic Preservation
New York State Office of Parks, Recreation & Historic Preservation, Archaeology Unit
ATTN: Brian Yates
Peebles Island State Park
P.O. Box 189
Waterford, NY 12188-0189
New York State Thruway Authority
ATTN: Stephen Grabowski, Director of New York Division
4 Executive Boulevard
Suffern, NY
10901

Copy of this Notice of Intent on file with:

Janusz Richards
Village Clerk
222 Grace Church Street
Port Chester, NY 10573
T. (914) 939-5202

Approved as to form:

Anthony M. Cerreto, Village Attorney



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 Commission Secretary

From: Office of Planning & Development
Re: The Showboat Riverboat Application and License Agreement
To: Hon. Mayor Pagano, Board of Trustees
CC: C. Steers, T. Cerreto, P. Miley, J. Richards
Date: July 3, 2014

As the requisite license agreement is being finalized, it is timely and appropriate that the Board of Trustees consider the requirements of Part 617 of the State Environmental Quality Review Act ("SEQRA") regulations with reference to the application to allow permanent docking of the Showboat in the Village Marina as a dining and entertainment venue.

The Board's authorization of the agreement to be executed is classified as an Unlisted Action under the regulations. Based on discussions with officials at the State, the Village has been encouraged to undertake a coordinated review with state and federal agencies having jurisdiction. As such, the application/action requires designation of a Lead Agency to oversee the environmental review process. A letter indicating the Board's intent to be Lead Agency will be circulated to all interested and involved agencies. If no written objections are received within 30 days from the date of notice circulation, the Village of Port Chester Board of Trustees will assume the role of Lead Agency and undertake the environmental review.

Included as backup documentation to the Intent to be Lead Agency letter is the Coastal Assessment Form completed by the Applicant signed by Waterfront Chairman Didden declaring the Commission's conclusion of the Application's consistency with the policies of the Village's adopted 1992 Local Waterfront Revitalization Program; a Short Environmental Assessment Form completed by the Applicant; architectural plans for The Showboat Riverboat; and a draft of the Licenses Agreement in its current iteration.



Village of Port Chester Waterfront Commission

222 Grace Church Street
Port Chester, NY 10573
Phone 914-937-6780



LWRP COASTAL ASSESSMENT FORM

An applicant seeking an approval for a non-excluded action from any agency of the Village of Port Chester which is subject to the Village of Port Chester Local Waterfront Revitalization Program (LWRP) must complete this form. This form is intended to assist the Village Waterfront Commission in determining if the proposed action is consistent with the policies and purposes of the LWRP.

SITE IDENTIFICATION INFORMATION		
Application Name:	Showboat Riverboat	Application #: Date Submitted: 12-2-13
Site Address:	No. 2 Street: Willett Ave, Port Chester, NY 10573	
Property Location: (Identify landmarks, distance from intersections, etc.)	Byram River behind the Willett House Restaurant	
Village of Port Chester Tax Map Designation:	Zoning Designation of Site:	
Section 142.31 Block 1 Lot(s) 39	MUR, underlying district is C2, Central Business	
OWNER/APPLICANT INFORMATION		
Property Owner:	Village of Port Chester	Phone #: 939-2200 Fax #: Email:
Owner Address:	No. 222 Street: Grace Church St	Town: Port Chester State: NY Zip: 10573
Applicant (If different than owner):	William Frenz	Phone #: 203-532-1312 Fax #: Email: frenzyyy@optonline.net
Applicant Address (If different than owner):	No. 222 Street: Grace Church St	Town: Port Chester State: NY Zip: 10573
PROJECT DESCRIPTION		
Describe the project, proposed use and operation thereof:		
<p>Mooring of an Entertainment vessel at the Village of Port Chester's marina as a Restaurant and Cabaret featuring live entertainment and dancing. The SHOWBOAT is a 92' by 22' Riverboat built by the Todd Shipbuilding Co. The ship will remain docked and open to the public daily for dining and dancing. The SHOWBOAT RIVERBOAT will be an attraction for the Village's many restaurants and merchants near the waterfront. The project is consistent with economic development recommendation #7 in the Village's Comprehensive Plan (page 125), to promote the waterfront area as a commercial, recreational and cultural destination by "encouraging downtown waterfront activities that include incorporating specific venues such as water dependent entertainment uses and a waterfront performance facility". The proposed project is also consistent with the Village's Local Waterfront Revitalization Program (LWRP) update that identifies "opportunities for Port Chester to gain unique waterfront attractions that would enhance downtown activity. The LWRP identifies and maps a permanently moored entertainment vessel.</p> <p>The project's purpose is to execute one facet of the concepts developed and adopted in the Master Plan, the Comprehensive Plan and the Local Waterfront Revitalization Program developed and approved by the Village of Port Chester and the State of New York. The marina is already built, the specific dock modifications to berth the showboat Riverboat will be done as soon as possible. Additional docks and pilings will be added to insure the safety of the public and to boater's. As stated in the LWRP, page 89, "Permanent mooring of entertainment-themed vessels could also provide for upgrades to adjacent marina facilities, as well as potential as potential upgrades or extensions to the waterfront pedestrian walkway". Hopefully we will attract boater's to the village and be able to provide transient dockage as well. We hope this project will be completed, up and running for the spring of 2014. ADA bathrooms will be added on land and a new pump out machine will replace the old unit. An ADA Gangway will be installed to comply with the American Disabilities Act.</p>		

CONSISTENCY WITH LWRP POLICIES

Actions to be undertaken within the Village's coastal area shall be evaluated for consistency in accordance with the following LWRP policy standards and conditions, which are derived from and further explained and described in Section III of the Village of Port Chester LWRP, a copy of which is on file in the Village Clerk's office and available for inspection during normal business hours. Agencies that undertake direct actions shall also consult with Section IV of the LWRP in making their consistency determination.

*YES indicates that the proposed project/action is consistent with the applicable policy,
NO indicates that the proposed project/action is inconsistent with the applicable policy,
NOT APPLICABLE indicates that it does not apply.*

Restore, revitalize and redevelop deteriorated and underutilized waterfront areas for commercial, industrial, cultural, recreational, public access and other compatible uses (Policies 1, 1A, 1B, 1C, 1D and 1E). Yes No
 Not Applicable

Application provides commercial, recreational and public access as components, more specifically providing a unique dining experience, transient dockage to accommodate large boats (~50'), and additional marina improvements.

Retain, encourage and prioritize the development of water dependent uses on or near coastal waters (Policy 2). Yes No
 Not Applicable

Application for the Showboat requires waterfront access and the proposed transient docks are water-dependent by nature

Encourage the protection and reestablishment of traditional uses and activities which once gave the Village a unique maritime identity (Policy 4). Yes No
 Not Applicable

The Showboat, as a former Freedom Land attraction, a unique maritime character to Port Chester's waterfront.

Ensure that development occurs where adequate public infrastructure is available (Policy 5). Yes No
 Not Applicable

Adequate public infrastructure exists along Willett Avenue and additional public pump-out station and electric hookups are included as part of application

Streamline development permit procedures (Policy 6). Yes No
 Not Applicable

Application simultaneously involved multiple approval agencies at federal, state, and local levels in order to ensure a streamlined development process.

Protect fish and wildlife resources from chemical contamination (Policy 8). Yes No
 Not Applicable

Modern technology and usage of high-end pump out stations and high-end materials will help ensure the protection of fish and wildlife resources from chemical contamination

Maintain and expand the recreational use of existing fish and wildlife resources and use of the commercial fishing resources (Policy 9). Yes No
 Not Applicable

Application will provide updated and improved dock space so that fishing for recreational/commercial endeavors can ensue

<p>Maintain and expand commercial fishing resources to promote commercial fishing opportunities (Policy 10).</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
<p>New and improved docks will provide opportunity for fishing vessels to dock and recreate along the Byram River</p>	
<p>Minimize flooding and erosion hazards through proper siting of buildings and structures; protection of natural protective features; construction of carefully selected, long-term structural measures; and the use of appropriate nonstructural means (Policies 11, 12, 13, 14, 15 and 17).</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
<p>Showboat equipment and pilings will provide flood protection to areas associated with the application.</p>	
<p>Public funds shall be used for erosion protection structures only where necessary and in an appropriate manner (Policy 16).</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
<p>Funding from the slip permits could be put into a separate fund for waterfront erosion protection as part of license agreement with Village Board of Trustees.</p>	
<p>Safeguard vital economic, social and environmental interests in the coastal area when major actions are undertaken (Policy 18).</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
<p>Marina improvements (docks, pilings, safety equipment and pump out station) and the Showboat as an economic driver facilitating major actions in downtown coupled with lots of developer interest for additional projects in the area.</p>	
<p>Maintain and improve public access to the shoreline and to water-related recreational resources, while protecting natural and historic resources and adjacent land uses (Policies 19, 20 and 20A).</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
<p>Purpose of project is to stimulate economic growth in downtown by 1) investing in new infrastructure in public marina; 2) providing new opportunity for activity on water ; and 3) development/waterfront revitalization efforts, which are all in line with the goals/objectives outlined in the DOS-LWRP grant the village received.</p>	
<p>Encourage, facilitate and prioritize water-dependent and water-enhanced recreational resources and facilities near coastal waters (Policy 21).</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
<p>The new transient dockage and allowance for additional village docks to be utilized will help encourage, facilitate and prioritize water-dependent and water-enhanced recreational resources and facilities near coastal waters.</p>	
<p>Encourage the development of water-related recreational resources and facilities, as multiple uses, in appropriate locations within the shore zone (Policy 22).</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
<p>By nature of the application, additional public amenities and facilities will be provided to encourage water-related recreational resources and facilities within in the shore zone.</p>	
<p>Protect, restore and enhance historic resources (Policy 23).</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
<p>Showboat itself is historic as a piece of Americana from Freedom Land</p>	
<p>Protect and enhance scenic and aesthetic resources (Policy 25).</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
<p>Structural improvements to Showboat (new docks, pump out station) and new public gangway and signage will enhance the scenic and aesthetic resources of the area</p>	

Site and construct energy facilities in a manner which will be compatible with the environment and contingent upon the need for a shorefront location and in such a manner as to avoid adverse environmental impacts when in operation (Policies 27 and 40). Yes No Not Applicable

Electrical hookups will be in compliance with state/federal/local regulations.

Protect coastal waters from direct and indirect discharge of pollutants (Policies 30, 31, 33, 34, 35, 36 and 37). Yes No Not Applicable

New pump out stations will be available to public boaters utilizing village marina to help reduce discharge of pollutants into water.

Ensure that dredging and dredge spoil disposal are undertaken in a manner protective of natural resources (Policies 15 and 35). Yes No Not Applicable

Dredging to the extent required or necessary will include all protective measures as required by federal/state/local authorities to ensure proper soil disposal.

Ensure that any transportation, handling or disposal of hazardous wastes and effluent is undertaken in a manner which will not adversely affect the environment (Policy 39). Yes No Not Applicable

Pump out station will include modern facilities and technology and will be available to public.

Protect air quality (Policies 41 and 42). Yes No Not Applicable

Proper kitchen appliances will be installed to state and local regulations and will be used to minimize air impacts.

Preserve and protect tidal and freshwater wetlands (Policy 44). Yes No Not Applicable

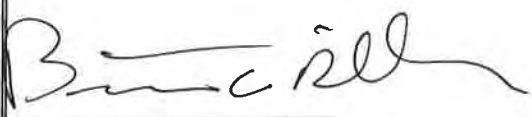
No wetlands are located on-site. New pump out station will help reduce any potential impact to tidal/freshwater wetlands.

DETERMINATION OF CONSISTENCY

To be filled out by the Waterfront Commission

- This project/action is consistent with LWRP Policies and Conditions
- This project/action is NOT consistent with LWRP Policies and Conditions

The following changes to the project/action are recommended to ensure consistency with the LWRP:



Waterfront Commission Chairman

3/26/14
Date

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:		Telephone:		
		E-Mail:		
Address:				
City/PO:		State:	Zip Code:	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO	YES
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO	YES
3.a. Total acreage of the site of the proposed action? _____ acres				
b. Total acreage to be physically disturbed? _____ acres				
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres				
4. Check all land uses that occur on, adjoining and near the proposed action.				
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)				
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____				
<input type="checkbox"/> Parkland				

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO	YES
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO	YES
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO	YES
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: _____ Date: _____ Signature: _____		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

EDGEWATER GROUP

A R C H I T E C T S

February 20, 2014

Bart A. Didden, Chairman
Waterfront Commission
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

RE: Showboat Riverboat- Byram River Harbor, Port Chester, NY

Honorable Chairman and Commission Members,

Enclosed herewith are (4) copies of drawings and information for the above referenced project, reflecting the proposed installation of a floating entertainment vessel within the LWRP area on the Byram River.

The proposal is to permanently locate the "Showboat Riverboat" along the bulkhead promenade just south of the intersection at Willett Avenue and the existing ramp adjacent to the Bar Taco Restaurant and behind the Willett House.

The facility would be a Village destination in itself, providing dining and entertainment, but would also act as a magnet and access vehicle to promote further exploration of other areas of the Village with wide-ranging economic benefits. A separate cost/benefit analysis is included herewith as well.

The Showboat and surrounding platforms would be anchored to the existing Village floating dock system and new pilings located at the end of the fingers on the north and south of the platform. Engineering details will be provided to the Building Department as required. The location has otherwise been determined to comply with tidal depth requirements for continuous flotation. New holding tanks mounted on the rear of the boat would be connected through the proposed pump station to the Village Sanitary Sewer.

In addition, the Showboat would provide, at its own cost, the following, for use by the general boating public as well as Showboat visitors:

1. An 80' ADA compliant ramp with canopy for access from the existing 8'x8' landing at the entrance to the docks below.
2. ADA bathrooms to be installed on the promenade level located within the existing entrance area.
3. A finger dock with Pump-out station tied to the existing Sanitary Sewer in Willett Ave.
4. (6) new Transient slips as "Destination Dockage" for larger boats including (2) each for 10'-14' beams widths. These could be provided free for the first 2 years as pilot program but could ultimately provide additional revenue to the Village above that currently generated by the existing boat slips. The major benefit of these slips would be the access provided to other venues in the Downtown area.

P.O. BOX 4750, GREENWICH, CT 06831 203-531-6870
163 NORTH MAIN STREET, PORT CHESTER, NY 10573 914-937-4226 Fax: 914-937-4225
www.edgewaterarchitects.com

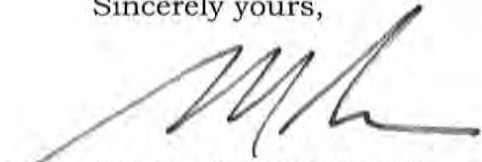
We believe that this project satisfies the requirements of the LWRP as well as the recommendations of the Comprehensive Master Plan in that it:

1. Encourages, and is itself a, water-dependent and water-enhanced use.
2. Maximizes and promotes use of the waterfront by the establishment of this new context-sensitive destination both locally and from outside the Village.
3. Creates a potential gathering place on the waterfront for festivals, performances and other special events.
4. Will encourage downtown waterfront entertainment activities as it is itself water-dependent waterfront performance facility.
5. Will promote and encourage out-of-town boaters to come to visit other Downtown restaurants, theatres, shopping facilities, etc. by the installation of the "Destination Docks". (Transient Slips).

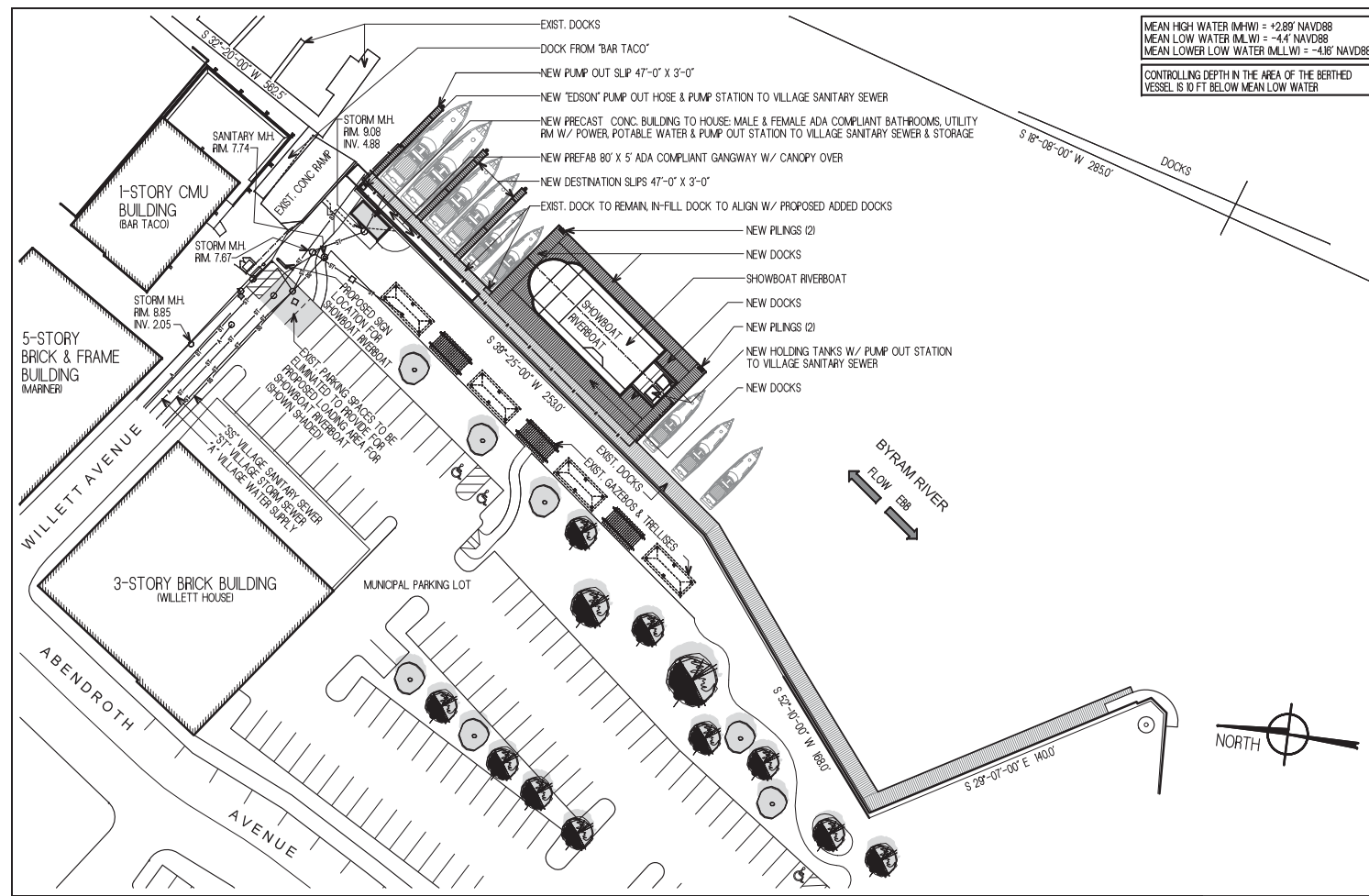
Additional information and elaboration on the history of the boat and the operator will be made during the live presentation.

We look forward to discussing this matter further at the February 26th Meeting.

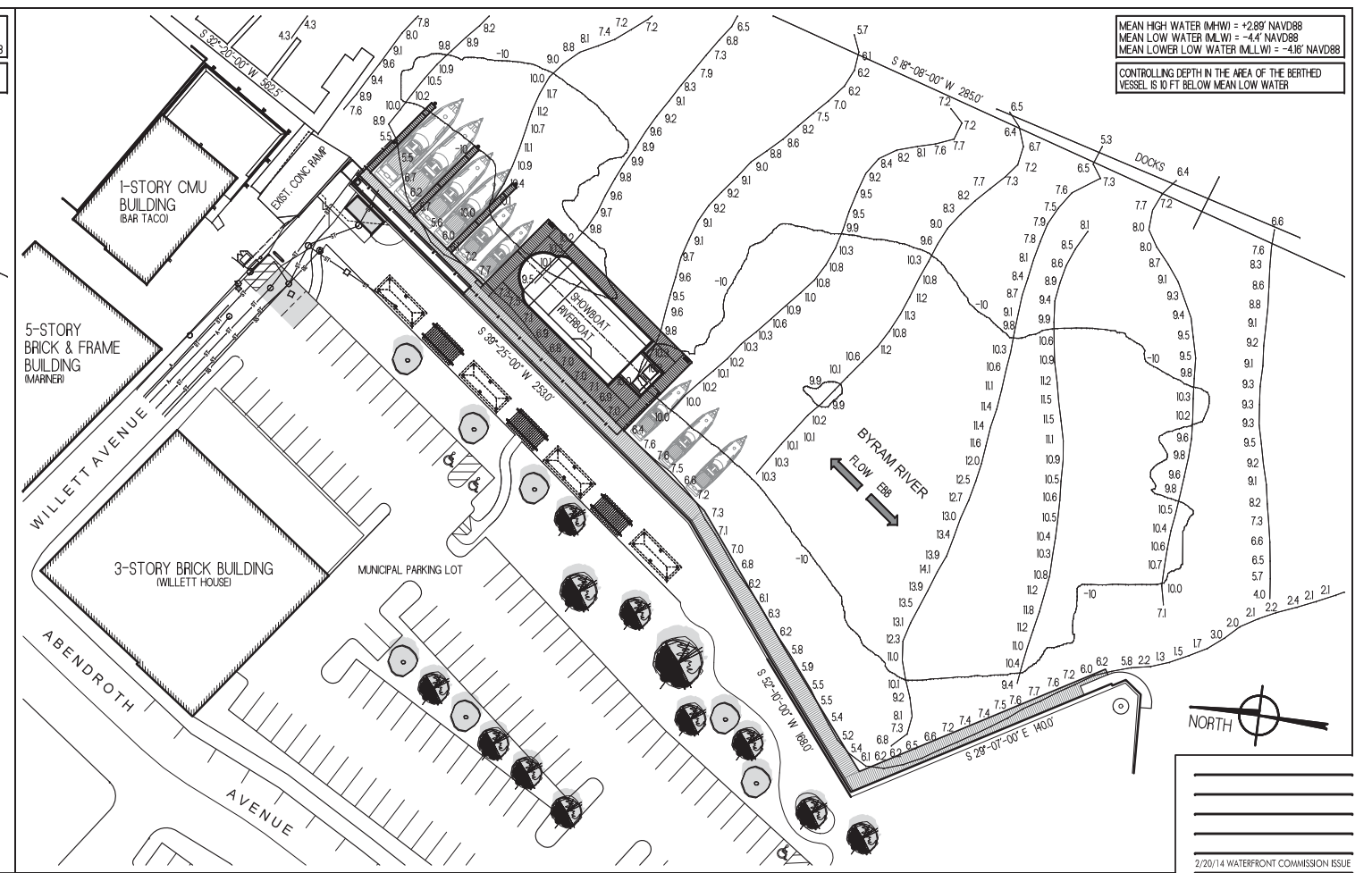
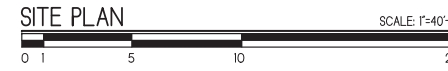
Sincerely yours,

A handwritten signature in black ink, appearing to read 'M.A. Boender', written in a cursive style.

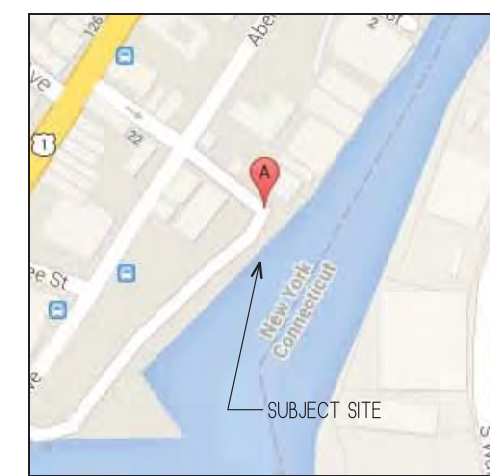
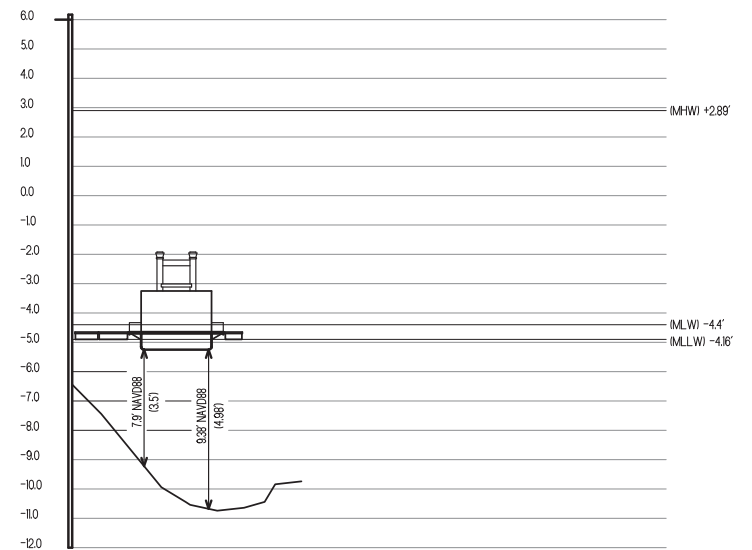
Michiel A. Boender, AIA



NOTE: DATA ADAPTED FROM SURVEY PROVIDED BY OWNER & ARMY CORPS OF ENGINEERS
SOUNDING MAP OF PORT CHESTER HARBOR, DATED: NOVEMBER 12, 2002



NOTE: DATA ADAPTED FROM SURVEY PROVIDED BY OWNER & ARMY CORPS OF ENGINEERS
SOUNDING MAP OF PORT CHESTER HARBOR, DATED: NOVEMBER 12, 2002



TITLE	SCALE
SITE PLAN	AS NOTED
SITE PLAN SHOWING SOUNDINGS	DATE: 2/18/14
LOCATOR MAP	DRAWN BY: MAB/GR
DATUMS FOR PORT CHESTER HARBOR @ SHOWBOAT RIVERBOAT	EGA JOB NO.: 14-004
	EGA FILE NO.: 14-004 WATERFRONT PLOT

INASMUCH AS THE REMODELING AND/OR REHABILITATION OF AN EXISTING BUILDING REQUIRES THAT CERTAIN ASSUMPTIONS BE MADE REGARDING EXISTING CONDITIONS AND BECAUSE SOME OF THESE ASSUMPTIONS MAY NOT BE VERIFIABLE WITHOUT EXPENDING ADDITIONAL SUMS OF MONEY, OR DESTROY OTHERWISE ADEQUATE OR SERVICEABLE PORTIONS OF THE BUILDING, THE OWNER AGREES THAT, EXCEPT FOR NEGLIGENCE ON THE PART OF THE ARCHITECT OR CONTRACTOR, THE OWNER WILL HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECT AND CONTRACTOR FROM ANY AND ALL CLAIMS ARISING OUT OF THE PROFESSIONAL SERVICES UNDER THE AGREEMENT. THE OWNER'S CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF FEDERAL, STATE AND LOCAL CODES INCLUDING BUT NOT LIMITED TO THE STANDARDS OF THE EPA, OSHA, NESHAP, DEPARTMENT OF LABOR AND DEPARTMENT OF ENVIRONMENTAL CONSERVATION, ETC. WITH REGARD TO HANDLING, REMOVAL, TRANSPORT, DISPOSAL AND/OR OTHERWISE DISTURBANCE OF "HAZARDOUS" MATERIALS INCLUDING, BUT NOT LIMITED TO TOXIC WASTE, CHEMICAL, RADON, ASBESTOS, AND RELATED PRODUCTS, ETC. ANY SUCH WORK SHALL BE MONITORED FOR COMPLIANCE AND SHALL BE PERFORMED BY CONTRACTORS LICENSED TO DO SUCH WORK.



2/20/14 WATERFRONT COMMISSION ISSUE		
2/18/14 PROGRESS FOR PRELIMINARY INT'G		
FOR WATERFRONT COMMISSION		
REV.	DATE	REVISION

THESE DRAWINGS ARE FOR BIDDING PURPOSES ONLY AND ARE NOT TO BE USED AS CONSTRUCTION DOCUMENTS, WITHOUT THE ORIGINAL SEAL AND SIGNATURE OF THE ARCHITECT OF RECORD, MICHEL A. BOENDER. ALL CONCEPTS REPRESENTED BY THIS DOCUMENT ARE THE PROPERTY OF MICHEL A. BOENDER AND ARE CREATED EXCLUSIVELY FOR THE USE IN CONSTRUCTING THE SPECIFIED PROJECT. NO USE SHALL BE MADE OF ANY DESIGN, ARRANGEMENTS, OR PLAN EITHER IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT OF RECORD, MICHEL A. BOENDER.

ADDITIONS & RENOVATIONS FOR
SHOWBOAT RIVERBOAT
WILLETT AVENUE - BYRAM RIVER
PORT CHESTER, NY 10573
EDGEWATER GROUP-ARCHITECTS
163 NORTH MAIN STREET SUITE 202
PORT CHESTER, NY 10573
TELEPHONE 914 924 4226 FAX 914 924 4225
TEL: 203 531 4870
C:\a\p\m\14-004\DWG\14-004-WATERFRONT\PLAN\WATERFRONT.PLT

BYRAM RIVER



SCOPE OF WORK

1. DOCKS

- A. DOCK FLOATS TO BE BY PERMAFLOAT 48" X 48" X 12"
- B. DOCK FRAMING TO BE 2" X 8" P.T. JOISTS @ 16" O.C.
- C. DOCK DECKING TO BE 5/4" X 6" P.T. DECKING W/ 1/8" GAPS BETWEEN BOARDS
- D. DOCK FASTENERS TO BE GALVANIZED ALUM & STEEL
- E. DOCK LENGTHS TO BE 20'-0" SECTIONS MAX.

2. ADA GANGWAY

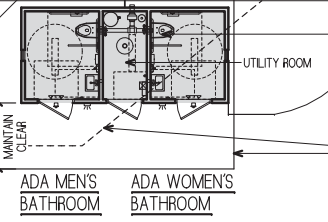
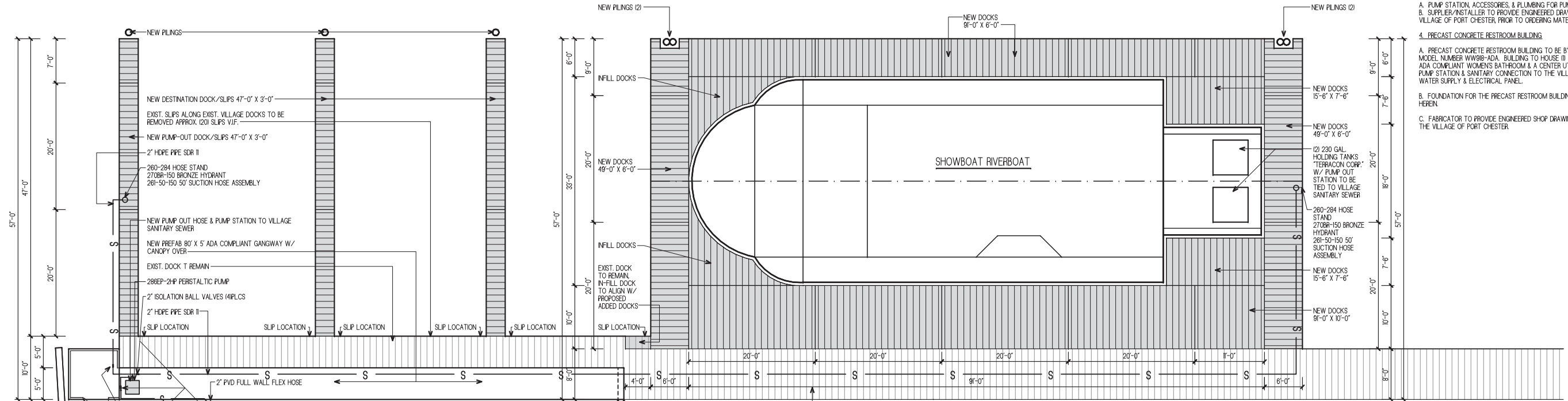
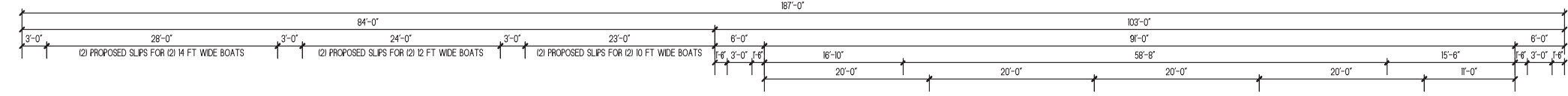
- A. ADA GANGWAY TO BE BY TECHDOCK. ALL ASPECTS TO BE ADA COMPLIANT, INCLUDING GUARDS & HANDRAILS. ALL COMPONENTS TO BE MARINE GRADE ALUMINUM.
- B. ADA GANGWAY TO HAVE CANOPY OVER.
- C. MANUFACTURER TO PROVIDE SHOP DRAWINGS FOR APPROVALS PRIOR TO FABRICATION.

3. PUMP STATION

- A. PUMP STATION, ACCESSORIES, & PLUMBING FOR PUMP STATION TO BE BY EDSON.
- B. SUPPLIER/INSTALLER TO PROVIDE ENGINEERING DRAWINGS FOR APPROVAL & SUBMITTAL TO VILLAGE OF PORT CHESTER, PRIOR TO ORDERING MATERIALS AND/OR INSTALLATIONS.

4. PRECAST CONCRETE RESTROOM BUILDING

- A. PRECAST CONCRETE RESTROOM BUILDING TO BE BY UNITED CONCRETE PRODUCTS, INC. MODEL NUMBER WW98-ADA. BUILDING TO HOUSE 10 ADA COMPLIANT MENS BATHROOM, 10 ADA COMPLIANT WOMENS BATHROOM & A CENTER UTILITY ROOM WHICH WILL HOUSE THE PUMP STATION & SANITARY CONNECTION TO THE VILLAGE SANITARY SEWER, POTABLE WATER SUPPLY & ELECTRICAL PANEL.
- B. FOUNDATION FOR THE PRECAST RESTROOM BUILDING TO BE BUILT ON SITE AS DETAILED HEREIN.
- C. FABRICATOR TO PROVIDE ENGINEERED SHOP DRAWINGS FOR APPROVAL & SUBMITTAL TO THE VILLAGE OF PORT CHESTER.

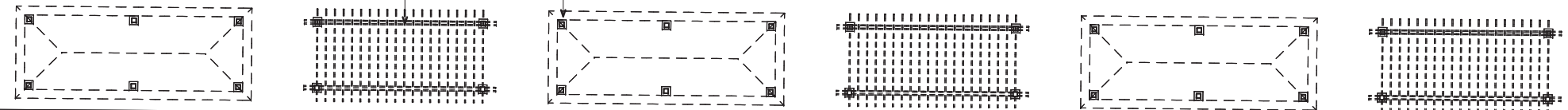


NEW PRECAST CONC. RESTROOM BUILDING BY UNITED CONCRETE PRODUCTS, INC. TO HOUSE MALE & FEMALE ADA COMPLIANT BATHROOMS, UTILITY RM W/ POWER, POTABLE WATER & PUMP OUT STATION TO VILLAGE SANITARY SEWER & STORAGE

APPROX. LOCATION OF BOTTOM OF RAMP @ MEAN LOW TIDE

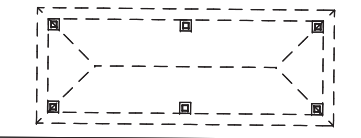
APPROX. LOCATION OF BOTTOM OF RAMP @ MEAN HIGH TIDE

EXIST. CHAIN LINK FENCE ENCLOSURE TO BE MODIFIED OR REPLACED TO ACCOMMODATE NEW PRECAST CONCRETE RESTROOM BUILDING



ADA MEN'S BATHROOM

ADA WOMEN'S BATHROOM



S 39'-25'-00" W 2530'

LINE OF BULKHEAD

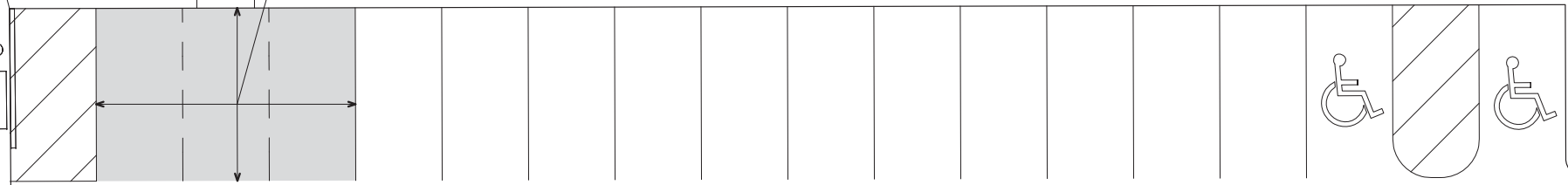
EXIST. DOCKS

EXIST. GAZEBOS & TRELLISES

EXIST. PAVED WALKWAYS

PROPOSED "SHOWBOAT RIVERBOAT" SIGN LOCATION

EXIST. PARKING SPACES TO BE ELIMINATED TO PROVIDE FOR PROPOSED LOADING AREA FOR SHOWBOAT RIVERBOAT (SHOWN SHADED)



MUNICIPAL PARKING LOT

ENLARGED PLAN @ SHOWBOAT RIVERBOAT SCALE: 1/8"=1'-0"



2/20/14 WATERFRONT COMMISSION ISSUE		
2/18/14 PROGRESS FOR PRELIMINARY MTG		
FOR WATERFRONT COMMISSION		
REV.	DATE	REVISION

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ADDITIONS & RENOVATIONS FOR

SHOWBOAT RIVERBOAT

WILLET AVENUE - BYRAM RIVER
PORT CHESTER, NY 10573

EDGEWATER GROUP-ARCHITECTS

163 NORTH MAIN STREET SUITE 302
PORT CHESTER, NY 10573
TEL: (914) 924-2226 FAX: (914) 924-2225

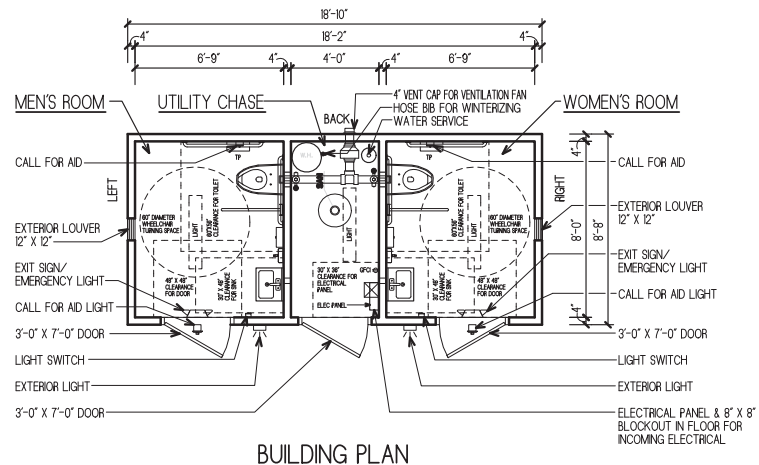
P.O. BOX 4750
GREENWICH, CT 06851
TEL: (203) 531-6870

2/20/2014

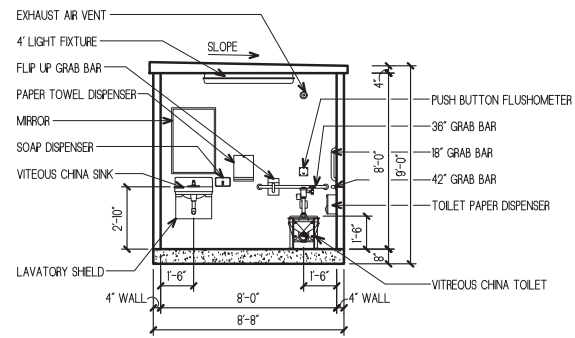
TITLE:	ENLARGED PLAN @ SHOWBOAT RIVERBOAT
SCALE:	AS NOTED
DATE:	2/18/14
DRAWN BY:	MAB/GR
EGA JOB NO.:	14-004
EGA FILE NO.:	14-004 WATERFRONT PLOT

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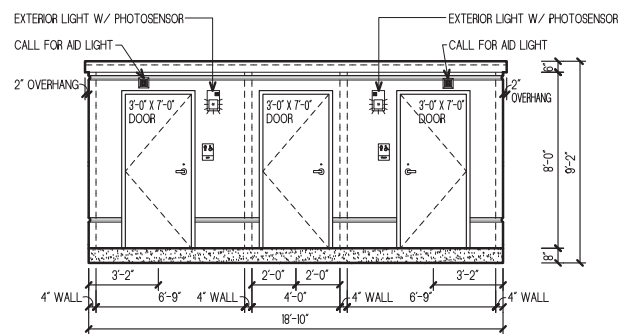




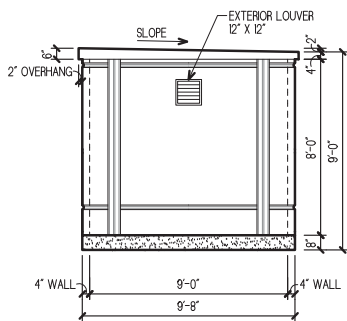
BUILDING PLAN



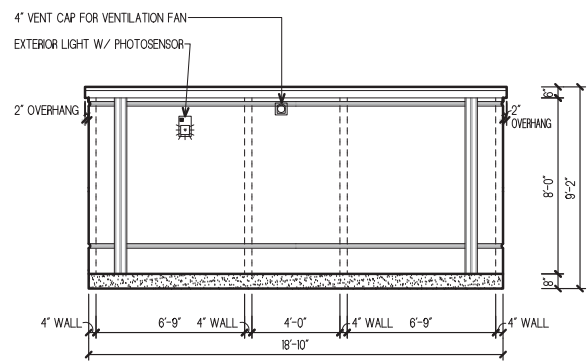
WOMEN'S ROOM INTERIOR ELEVATION (MEN'S ROOM OPPOSITE)



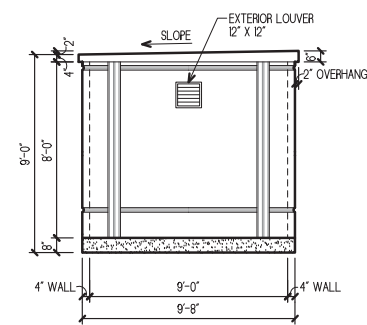
FRONT VIEW



RIGHT VIEW



BACK VIEW



LEFT VIEW

GENERAL NOTES:

- SEE STRUCTURAL CALCULATIONS FOR PRODUCTION SPECIFICATIONS.
- CONCRETE COMPRESSIVE STRENGTH: 5000 PSI @ 28 DAYS.
- STRUCTURAL SHALL BE WET CAST USING A SELF-COMPACTING CONCRETE MIX.
- THE SUPPORTING BASE FOR THE BUILDING IS THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR TO PROVIDE / VERIFY LOCATIONS AND SIZES OF ALL OPENINGS IN THE BUILDING.
- RESTROOM DOOR HANDLES MEET ACCESSIBILITY CODE.



FINISH SCHEDULE		
AREA	COATING TYPE	COLOR
EXTERIOR ROOF	EPDM ROOF MEMBRANE	BLACK
EXTERIOR WALLS	FORMLINER SIMULATED WOOD GRAIN BARN BOARD w/11 COAT OF CONCRETE STAIN	PER OWNER'S SPECIFICATIONS
RESTROOMS INTERIOR WALLS & CEILING	SMOOTH FINISH WITH 11 COAT OF THOROCOAT & 121 COATS OF THOROCOAT	PER OWNER'S SPECIFICATIONS
RESTROOMS INTERIOR FLOORS	TWO 121 COAT OF SIKAGARD 62 w/SAND ADDITIVE	GRAY
MECHANICAL CHASE INTERIOR	NO COATING	NATURAL CONCRETE
DOORS & FRAMES	121 COATS OF SHERWIN WILLIAMS SHER-CRYL HP-A	PER OWNER'S SPECIFICATIONS
SEALANT	TREMCO DYMNOIC	LIMESTONE

PRECAST CONCRETE RESTROOM BUILDING SPECIFICATION

SECTION 1020
PRECAST CONCRETE BUILDING
PRE-ASSEMBLED

PART 1 - GENERAL

101. DESCRIPTION OF WORK

PRECAST MANUFACTURER TO FURNISH AND INSTALL PRECAST CONCRETE TRANSPORTABLE RESTROOM BUILDING. SITE SHALL BE PREPARED BY OWNER ACCORDING TO MANUFACTURER'S REQUIREMENTS. BUILDING TO BE DELIVERED FOB JOB SITE AND INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. ELECTRIC, WATER AND SEWER CONNECTIONS TO THE BUILDING SHALL BE DONE BY OWNER. PRECAST RESTROOM BUILDING TO BE MODEL UNCON WW98-ADA AS MANUFACTURED BY UNITED CONCRETE PRODUCTS INC. YALESVILLE, CONNECTICUT.

102. QUALITY ASSURANCE

- ACI-318-02 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
- ANSI/ASCE-7-02 BUILDING CODE REQUIREMENT FOR MINIMUM DESIGN LOADS IN BUILDINGS AND OTHER STRUCTURES.
- INTERNATIONAL BUILDING CODE (2000 EDITION)
- CONCRETE REINFORCING INSTITUTE, MANUAL OF STANDARD PRACTICE.
- FABRICATOR MUST BE PRODUCER MEMBER OF MPCA.
- BUILDING FABRICATOR MUST HAVE A MINIMUM OF 5 YEARS EXPERIENCE MANUFACTURING AND SETTING TRANSPORTABLE PRECAST CONCRETE BUILDINGS.
- NO ALTERNATE BUILDING DESIGNS TO THE PRE-ENGINEERED UNCON WW98-ADA BUILDING WILL BE ALLOWED UNLESS PRE-APPROVED BY THE OWNER 10 DAYS PRIOR TO THE BID DATE.

103. DESIGN REQUIREMENTS

A. DIMENSIONS:

RESTROOM BUILDING:
EXTERIOR: 8'-2" X 18'-10" X 8'-10"
INTERIOR: 7'-6" X 17'-2" X 8'-0"

B. DESIGN LOADS:

- SEISMIC LOAD PERFORMANCE CATEGORY 'C2' EXPOSURE GROUP II
- STANDARD LIVE ROOF LOAD - 50 PSF
- STANDARD FLOOR LOAD - 100 PSF
- STANDARD WIND LOADING - 120 MPH

- ROOF: THE ROOF SHALL EXTEND A MINIMUM OF 2" OVERHANG ALL AROUND AND A T PITCH FROM FRONT TO BACK.
- WALLS SHALL BE POURED ON TOP OF FLOOR PANEL MONOLITHICALLY. ROOF SHALL BE ATTACHED TO WALLS WITH WELDED CONNECTIONS.
- THE BUILDING SHALL HAVE A MINIMUM OF SIX (6) INCHES FLOOR, FIVE (5) TO FOUR (4) INCHES SLIGHTLY SLOPED ROOF AND FOUR (4) INCHES WALL THICKNESS.
- THE BUILDING SHALL BE PRE-ASSEMBLED IN FACTORY AND SHIPPED AS A 1-PIECE.

104. SUBMITTALS

- FLOOR PLANS AND ENGINEERING CALCULATIONS THAT ARE DESIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE WHERE THE PROJECT IS LOCATED, SHALL BE SUBMITTED FOR APPROVAL.

PART 2 - PRODUCTS

2.01. MATERIALS

- CONCRETE: STEEL-REINFORCED, 5000 PSI MINIMUM 28-DAY COMPRESSIVE STRENGTH, AIR-ENTRAINED (ASTM C260)
- REINFORCING STEEL: ASTM A630, GRADE 80 UNLESS OTHERWISE SPECIFIED.
- CAULKING: JOINTS BETWEEN WALLS AND ROOF SHALL BE CAULKED ON THE EXTERIOR AND INTERIOR SURFACE. CAULKING SHALL BE SIKAFLEX-1A ELASTIC SEALANT OR EQUAL.

2.02. ACCESSORIES

- DOORS AND FRAMES SHALL COMPLY WITH STEEL DOOR INSTITUTE RECOMMENDED SPECIFICATIONS FOR STANDARD STEEL DOORS AND FRAMES (SDI-100), AND AS HEREIN SPECIFIED. THE BUILDING SHALL BE EQUIPPED WITH 3'-0" X 7'-0" X 1-3/4", 18-GAUGE GALVANIZED/INSULATED CECCO RIGHT HAND REVERSE METAL DOORS WITH 18-GAUGE GALVANIZED FRAMES. DOORS AND FRAMES SHALL BE BONDERED AND PAINTED ONE COAT OF RUST INHIBITIVE PRIMER AND ONE FINISH COAT OF ENAMEL PAINT, COLOR TO BE SELECTED BY OWNER.

B. DOOR HARDWARE:

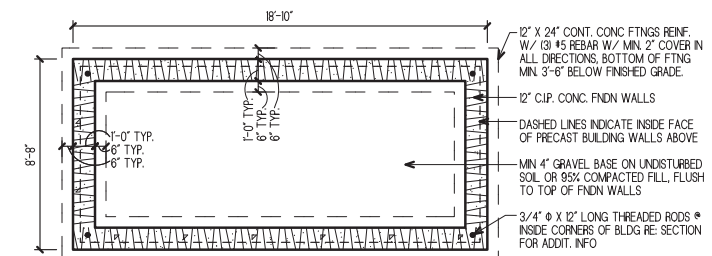
- HINGES: STANLEY FB80R (220) (ANSI A510) 4 1/2" X 4 1/2" SATIN STAINLESS STEEL FINISH, 3 PER DOOR, OR EQUAL.
- LOCK SET: CORBIN RUSSWIN CL3957 1/4 BHM 630 (SATIN STAINLESS STEEL FINISH WITH NEWPORT HANDLES, OR EQUAL.
- ASTRAGAL: A4441/68R, OR EQUAL.
- THRESHOLD: PENKOTITA (MULL FINISH ALUMINUM, OR EQUAL.
- DOOR HOLDER: NORTON SERIES 6501 OR EQUAL.
- DRIP CAP: NATIONAL GUARD 10372, OR EQUAL.

C. RESTROOM FIXTURES AND ACCESSORIES

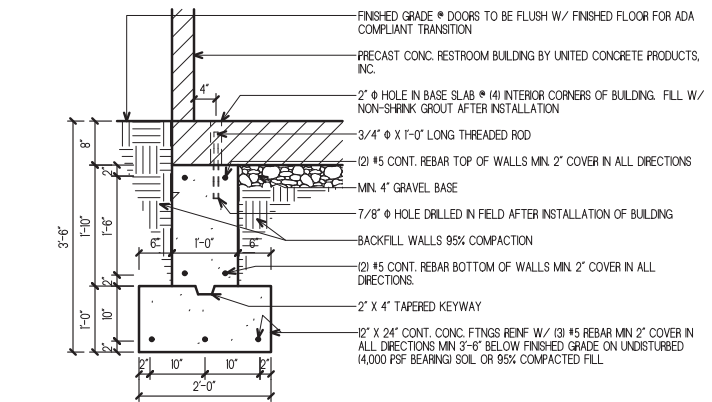
- RESTROOM BUILDING SHALL HAVE ADA COMPLIANT MEN'S AND LADIES' ROOMS AND A UTILITY CHASE.
- VITREOUS CHINA TOILETS AND SINKS IN MEN'S AND LADIES' ROOMS.
- TOILET PAPER DISPENSERS, PAPER TOWEL DISPENSERS, SOAP DISPENSERS, MIRRORS AND GRAB BARS IN MEN'S AND LADIES' ROOMS.
- 100 MAPS, ELECTRIC PANEL WITH CIRCUIT BREAKERS, VANDAL-PROOF 4' INTERIOR LIGHT FIXTURES, EXTERIOR LIGHT WITH PHOTOCELL, EXHAUST FAN.
- 10-GALLON HOT WATER HEATER.

2.03. FINISHES

- INTERIOR OF BUILDING: SMOOTH FINISH ON ALL INTERIOR SURFACES WITH EPOXY COATING, COLOR TO BE SELECTED BY OWNER
- EXTERIOR OF BUILDING: FINE TEXTURED FINISH WITH TAMMOCOAT DECORATIVE COATING, COLOR TO BE SELECTED BY OWNER



FOUNDATION PLAN FOR PRECAST CONCRETE RESTROOM BUILDING SCALE: 1/4"=1'-0"



TYPICAL PRECAST RESTROOM BUILDING FOUNDATION SECTION SCALE: 3/4"=1'-0"

2/20/14 WATERFRONT COMMISSION ISSUE		
2/18/14 PROGRESS FOR PRELIMINARY INT'G		
FOR WATERFRONT COMMISSION		
REV.	DATE	REVISION

THESE DRAWINGS ARE FOR BIDDING PURPOSES ONLY AND ARE NOT TO BE USED AS CONSTRUCTION DOCUMENTS, WITHOUT THE ORIGINAL SEAL AND SIGNATURE OF THE ARCHITECT OF RECORD, MICHAEL A. BOENDER. ALL CONCEPTS REPRESENTED BY THIS DOCUMENT ARE THE PROPERTY OF MICHAEL A. BOENDER AND ARE CREATED EXCLUSIVELY FOR THE USE IN CONSTRUCTING THE SPECIFIED PROJECT. NO USE SHALL BE MADE OF ANY DESIGN, ARRANGEMENTS, OR PLAN EITHER IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT OF RECORD, MICHAEL A. BOENDER.

TITLE:	FOUNDATION PLAN FOR PRECAST CONCRETE RESTROOM BUILDING	SCALE:	AS NOTED
	PRECAST CONCRETE RESTROOM BUILDING PLAN & ELEVATIONS	DATE:	2/18/14
	PRECAST CONCRETE RESTROOM BUILDING SPECIFICATION	DRAWN BY:	MAB/GR
	TYPICAL PRECAST RESTROOM BUILDING FOUNDATION SECTION	EGA JOB NO.:	14-004
		EGA FILE NO.:	14-004 WATERFRONT PLOT

INASMUCH AS THE REMODELING AND/OR REHABILITATION OF AN EXISTING BUILDING REQUIRES THAT CERTAIN ASSUMPTIONS BE MADE REGARDING EXISTING CONDITIONS AND BECAUSE SOME OF THESE ASSUMPTIONS MAY NOT BE VERIFIABLE WITHOUT EXPENDING ADDITIONAL SUMS OF MONEY, OR DESTROY OTHERWISE ADEQUATE OR SERVICEABLE PORTIONS OF THE BUILDING, THE OWNER AGREES THAT, EXCEPT FOR NEGLIGENCE ON THE PART OF THE ARCHITECT OR CONTRACTOR, THE OWNER WILL HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECT AND CONTRACTOR FROM ANY AND ALL CLAIMS ARISING OUT OF THE PROFESSIONAL SERVICES UNDER THE AGREEMENT. THE OWNER'S CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF FEDERAL, STATE AND LOCAL CODES INCLUDING BUT NOT LIMITED TO THE STANDARDS OF THE EPA, OSHA, NESHAP, DEPARTMENT OF LABOR AND DEPARTMENT OF ENVIRONMENTAL CONSERVATION, ETC. WITH REGARD TO HANDLING REMOVAL, TRANSPORT, DISPOSAL AND/OR OTHERWISE DISTURBANCE OF "HAZARDOUS" MATERIALS INCLUDING, BUT NOT LIMITED TO TOXIC WASTE, CHEMICAL, RADON, ASBESTOS, AND RELATED PRODUCTS, ETC. ANY SUCH WORK SHALL BE MONITORED FOR COMPLIANCE AND SHALL BE PERFORMED BY CONTRACTORS LICENSED TO DO SUCH WORK.

ADDITIONS & RENOVATIONS FOR
SHOWBOAT RIVERBOAT
WILLET AVENUE - BYRAM RIVER
PORT CHESTER, NY 10573

EDGEWATER GROUP-ARCHITECTS
163 NORTH MAIN STREET SUITE 302
PORT CHESTER, NY 10573
TEL: 914.924.4226 FAX: 914.919.4225
E: info@edgewatergroup.com

Village of Port Chester Planning & Development

222 Grace Church Street

Port Chester, NY 10573

Phone 914-937-6780



PROJECT PROPOSAL FORM

This form must be submitted to the Office of Planning and Development prior to scheduling a pre-submission meeting with the Director of Planning and Development or designee. Please allow at least ten (10) business days from the time of form submission for staff review. Submit completed form in hard copy or electronically to planning@portchesterny.com.

Applicant Information

Name: William Frenz

Address: 30 Morgan Ave, Greenwich, Ct 06831-4940

Phone: 203-532-1312

Email: frenzyyy@optonline.net

Property Owner Information (if different than above)

Name: Village of Port Chester

Address: 222 Grace Church St, Port Chester, NY 10573

Phone:

Email:

Property of Interest

Address: Village Marina

Existing Use, e.g. retail, office, restaurant, warehouse, vacant, etc.:

Seasonal in-water boat moorings on docks.

Development Proposal

Description of proposed project. Please be as specific as possible. Please attach any additional information, description, photos, etc. as needed to explain the proposal to the back of this form as needed.

Operate a Permanently Moored Vessel at the Town Marina dock as a Restaurant and Cabaret. The hours would be 4 pm to 12 midnight during weekdays and noon until midnight on the weekends. This would operate through the 4 seasons as an attraction to the downtown, waterfront development.

This proposal/project is consistent with the New Master Plan and the New Local Waterfront development Plan.

This vessel would be considered a structure and abide by the rules of the Building Department and the Westchester Health Department. The Showboat will supply a pump-out station, handi-cap bathrooms for use by patrons and marina customers, an 80' Hand-cap gangway, and upgrade the utilities at the marina. The marina is presently in default of these amenities and necessities.

The project will be approved by the Army Corps of Engineers and be U.S. Coast Guard compliant.

The term would be 10 years with a 10 year automatic renewable concession agreement.

The Showboat riverboat staff will maintain the bathrooms. A Storm Plan of action will be in-place.

A performance bond will be offered if considered necessary.

I am a promoter and producer of special boating and musical events and that will insure the success of the SHOWBOAT RIVERBOAT as a waterfront attraction to the Downtown, Port Chester economic development.

(Continued on attachments)

Please answer the following questions.

a) What is the size (sqft) of the existing structure(s) on site? What is the size (sqft) of proposed building, structure, or addition?

The size of the Showboat is 92' long and 22' wide and contains two decks which total 1,584 square feet of enclosed space.

b) Will there be any truck or other deliveries? If so, list frequency and number of deliveries by the type of truck (van, box truck, tractor trailer). Will the proposal pose an increase in the number of deliveries compared to the existing use?

A van and/or small box truck will make deliveries, similar to the adjacent operation, 'Bartaco' Restaurant. Deliveries will be in the morning, three times per week.

c) Is any parking currently provided on-site? If so, how many spaces? Will the proposal described herein require additional parking spaces? If so, how many additional spaces?

Current parking is available in the marina lot. 1 parking space per boat slip is authorized by the village permitting system. The Showboat will occupy 10 boat slips and will qualify for 10 parking spaces.

There is no parking requirement for this operation in this zone.

d) Will there be any exterior work completed (parking lot, building façade, sidewalk, drainage, signage, etc.)? Will there be any interior work completed? Is there any construction proposed, such as additions or demolitions?

Exterior work will consist of upgrading the electrical service at the marina and upgrading the sewer service by installing ADA compliant bathrooms at the landing of the marina's entrance, an ADA compliant 80' Gangway and a pump-out station for all public boaters.

All Interior work will be undertaken to comply with state and local building codes as established by the Port Chester Building Department.

e) *Will there be an increase in the number of patrons resulting from the proposed use?*

There will be an increase in the number of patrons...presently there are none.

f) *Number of intended employees?*

We intend to employ 28 to 32 people....all new positions. Tentatively, that breaks down to 8 employees per shift, 2 shifts per day, totalling 16 people working daily with 2 people trained as subs for every position. In addition, there will be musicians performing on a daily basis and matinee performances on Saturday and Sunday and chosen holidays.

g) *Will the project generate additional stormwater runoff or create additional impervious surface area? (An impervious surface is one that does not permit the passage of water, i.e. parking lots, sidewalks, rooftops, etc.)*

The project will not generate any additional run-off.
The current lighting at the marina seems sufficient.

h) *Does the property currently experience flooding during significant rainfall or storm events? Is the proposal site in a flood zone?*

The proposed site is the Byram River....which we have been moored on for over 10 years and have survived all storms and floods.

i) *Has the applicant conducted a property history search through the [Building Department](#)? If so, for what use was the last Certificate of Occupancy (CO) and/or Certificate of Permitted Use issued by the Building Inspector and in which year?*

There is no property history in the Port Chester Building Department in connection with this structure, however it held a certificate of occupancy in the town of Greenwich, Connecticut from 1965 to 1996.

j) Is the proposal site currently connected to the Village sewer/storm system?
the proposed development will be connected to the sewer system, but not the storm system.

k) Are any permits or licenses required by any governmental agency? If so, have all necessary permits and/or licenses been acquired?

Permits and licenses will be acquired upon completion of a concession agreement.

Billy Frenz

Applicant/Applicant Representative Name – Please Print

Applicant/Applicant Representative Signature

June 20th, 2013

Date

SPACE BELOW IS FOR OFFICE USE ONLY

DATE RECEIVED:

STAFF VERIFICATION
Section, Block, Lot:
Zoning District:
Total lot size (sqft):
Building footprint (sqft):
Approved existing use:
Proposed use:
<input type="checkbox"/> P <input type="checkbox"/> SE <input type="checkbox"/> X
Reviewed by:

MAJOR SITE PLAN THRESHOLDS DETERMINATION:

- Development of 15,000 square feet or more of new or renovated floor space
- Development of 15,000 square feet or more of new or land disturbance including demolition
- Any residential development greater than four (4) dwelling units
- Development of any vacant parcel
- New Wireless Telecommunications Facility
- Any development classified by a Lead Agency as a Type 1 Action under the New York State Environmental Quality Review Act (SEQRA)

If at least one (1) box applies, project proposal is classified as a Major site plan and will require at least one Development Review Committee Meeting per Section 345-23(C) of the Village Code before site plan submission, subject to Section 175 Fees.

SHOWBOAT RIVERBOAT: Project Proposal Form:

June 20, 2013 Village of Port Chester

Description of Proposed Project: Operate a Permanently Moored Vessel at the Town Marina dock as a Restaurant and Cabaret, with *live* music. The hours would be 4 pm to 12 midnight during weekdays and noon until midnight on the weekends. This would operate through the 4 seasons as an attraction to the downtown, waterfront development.

This proposal/project is consistent with the New Master Plan and the New Local Waterfront development Plan.

This vessel would be considered a structure and abide by the rules of the Building Department and the Westchester Health Department. The Showboat will supply a pump-out station, handi-cap bathrooms for use by patrons and marina customers, an 80' Hand-cap gangway, and upgrade the utilities at the marina. The marina is presently in default of these amenities and necessities.

Approvals: The project will be approved by the Army Corps of Engineers, the Port Chester Building Department, the Westchester Health Department and be U.S. Coast Guard compliant, meaning that the Coast Guard has inspected the vessel and has agreed to allow the vessel be deemed a permanently moored vessel and fall under the rules of a 'structure' in the Village of Port Chester.

Term: The term of the license from the Village of Port Chester would be 10 years with a rate of \$8,000.00 annually paid to the Village for the first 5 years and increase by 10% to \$8,800.00 for the 2nd. 5 year term, years 6 thru 10. This is derived by the present dockage charge of \$800.00 per boat and the Showboat will consume almost 10 slips, (100'). Provided the tenant is in compliance and current with all of the terms of the agreement, tenant will have the option to renew his tenancy for an additional period of 10 years under the same term and conditions of the primary term except that the rent herein reserved will be increased to \$1,000.00 per slip/year. Tenant will notify the licensor in writing within six (6) months prior to the expiration of his primary term of Tenant's desire to exercise the option.

The Showboat Riverboat staff will maintain the bathrooms.

A Storm Plan of action will be in-place, as recommended by the U.S. Coast Guard. Upon predicted storm tides of 12' or more, all business operations will cease and the vessel evacuated. The adjacent docks that the boat is moored to will be large enough to handle the predicted maximum capacity of 149 people upon immediate evacuation due to any emergencies. The Showboat Riverboat will be responsible for supplying and maintain these docks.

Also recommended upon the U.S. Coast Guard inspection was to install 2 pilings on the seaward side of the vessel, so to insure her location during inclement weather patterns. This would allow a dock to be installed on her seaward side and ultimately 'box in' the vessel.

A performance bond will be offered if considered necessary.

Experience will insure success:

I am a promoter and producer of special boating and musical events and that will insure the success of the SHOWBOAT RIVERBOAT as a waterfront attraction to the Downtown, Port Chester economic development. Since 1975, my NATIONAL POWERBOAT ASSOCIATION produces 'Cigarette' boat races and poker runs from Massachusetts to Key West, Florida. Our recent series of events concentrate on the regional market. Since the late 60's, I have been a professional musician and bandleader, appearing throughout the Northeast region and primarily the New York City region.

Billy Frenz's Promotional and Entertainment Background: Being the son of a guitar teacher who taught at 'Carl Erca's Bandstand' music store, at the square in Port Chester in 1956, I started playing guitar at the age of 6 and was proficient by the age of 13...when I was being showcased at nightclubs on the Jersey Shore, Seaside Heights, at the 'Chatterbox' in 1963 on the Boardwalk to be specific...I knew then that playing guitar in a rock band was cool. I started my own band, wrote the charts, rehearsed the group and won all the local 'Battle of the Bands' and developed lifetime relationships with many good musicians and upcoming producers. During my college years, I was chosen to be the guitarist and bandleader for The CHIFFONS ("He's So Fine", "One Fine Day", "Sweet Talkin' Guy"), when their guitarist and local star, Billy Vera moved to LA to write songs for Dolly Parton, Lou Rawls and Bobby Goldsboro. I concurrently completed my college education and received a Bachelor of Science in Biology from Quinnipiac University and continued to perform and produce 2 records for the CHIFFONS on the Laurie label... and earned my 'PhD' in Rhythm and Blues!

One of my early tours consisted of the Chiffons, Jay Black and the Americans, The Four Tops, and Frankie Valli and the Four Seasons, which over a 3 month period brought us to Madison Square Garden, The Hartford Civic Center, The Omni in Atlanta, The New Haven Coliseum, Boston's Civic Center, and a host of other super large venues that held 15,000 plus people. The 1st time on stage as an opening act in front of 25,000 screaming, clapping people at Madison Square Garden in 1972...in my platform shoes...was an experience! This opened the door for new musical collaborations and to produce soundtracks for some 'B' Movies. In addition to the CHIFFONS, I played guitar for the SHIRELLES also.



The point of this reflection of time is that I played a lot of cabarets, night clubs and concert halls on the East Coast and the tri-state region...experiencing 1st hand as to what works and what does not work as a successful venue. I have remained in the music industry and presently lead my band, BILLY AND THE SHOWMEN, comprised of some of the boys from the Chiffon's band, and entertain at the premier events in the region ranging from the very successful, 'Live at Five', Summer Concert Series produced in Downtown Stamford for huge audiences and the merchants benefit, to formal affairs at West Point Naval Academy on the Hudson River. I also run the band for BILLY VERA on his East Coast performances as the 'East Coast Beaters'

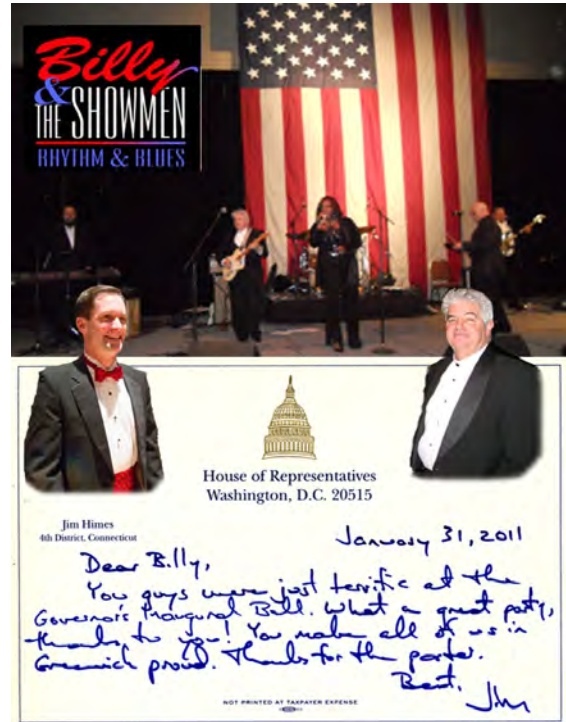


Tony Aiardo Keyboards	Billy Frenz Guitar Musical Director	John Caminiti Drums	Tommy Marotta Bass	Joe Meo John Serio	Billy Harris Scotty Harper Saxes
--------------------------	--	------------------------	-----------------------	-----------------------	--

Billy Vera



My BILLY AND THE SHOWMEN Band performed as the main act at Governor Dan Malloy's Inaugural Ball, for 3,500+ guests and was recognized and thanked by Senator Richard Blumenthal and Representative Jim Himes.



RICHARD BLUMENTHAL
CONNECTICUT

United States Senate
WASHINGTON, DC 20510

February 24, 2011

Mr. Billy Frenz
Billy and the Showmen
30 Morgan Avenue
Greenwich, CT 06831

Dear Billy:

Thank you for the letter, attached poster, and most importantly—the music. I had a great time at the Governor's inaugural ball thanks to your wonderful rhythm and blues. Your tunes were a great accoutrement to the evening.

I will certainly keep you in mind for future events. Once again, thank you for the good times!

Sincerely,

Richard Blumenthal
RICHARD BLUMENTHAL
United States Senator

www.BillyandtheShowmen.com

We were recently recruited to open for James Taylor at the recent Greenwich Town Party this past May. Again, point being...I have experienced what it takes for a good musical production...what it takes to produce a good show... what it will take to promote a great venue...the SHOWBOAT RIVERBOAT. Especially when I host the best talent around and then have some of my great professional musical friends drop by to play a few notes and sing a few songs.

This capsulates my musical expertise, affiliations, and promotions....now to the waterfront.



My interest in boats also started at a young age and grew into expert engine repairs and modifications that grew into my racing boats and then running my own marina in 1975. While employing 4 mechanics, for over 10 years running a specialty automotive and marine facility, I enjoyed a professional music career/industry at the same time. It wasn't long before I was sponsored and travelling nationally on the professional



offshore racing circuit on a team called, 'OUTRAGEOUS'.



We initially campaigned a 30' Sutphen supported by a Peterbilt tractor trailer with a dedicated rolling workshop included and then moved up to a 33' Sutphen and a double-sleeper PeterBilt Tractor ...similar to 'Mac' in the movie "CARS". Our engines were small-block NASCAR motors producing over 600 HP each and we averaged speeds of 80 MPH in the ocean races. We campaigned the 'OUTRAGEOUS RACE TEAM' nationally on the Professional circuit for over 5 years.



OUTRAGEOUS
PETERBILT



In 2003, I also set the Official V-Bottom Speed record at 161 mph in a 47' Outerlimits GTX, titled, "XXX".

During 1975, I also started producing my own powerboat races and developed a circuit for the east coast under the banner of the NATIONAL POWERBOAT ASSOCIATION.

www.nationalpowerboat.com



**OFFICIALLY
WORLD'S FASTEST V-BOTTOM
161.29 MPH**

**BREAKING RECORDS
EVEN THEIR OWN**

APBA World's and National Champions
Powerboat Custom Boat of the Year
Power Run Circuit Leaders
World's Fastest V-Bottom

Follow the Leader...

WORLD CHAMPIONS
Outerlimits
OFFSHORE POWERBOATS

OUTERLIMITS OFFSHORE POWERBOATS HAS PROVEN THEIR SUPERIORITY IN POWER, PERFORMANCE AND RELIABILITY BY ONCE AGAIN BREAKING THEIR OWN RECORD AS THE WORLD'S FASTEST V-BOTTOM.

IN AN OFFICIALLY SANCTIONED EVENT BY THE NATIONAL POWERBOAT ASSOCIATION, OUTERLIMITS 47 GTX, POWERED BY TWIN 1450 HP STERLING ENGINES, BROKE THE V-BOTTOM SPEED RECORD AT A STAGGERING 161.29 MPH, BECOMING THE FIRST V-BOTTOM TO OULURE THE 160 MPH BARRIER. OH BY THE WAY, THE ONLY THING EXCEPTIONAL ABOUT THIS BOAT IS THAT IT IS AN OUTERLIMITS, ACCESSIBLE TO ANYONE WHO HAS THE DESIRE AND PASSION FOR THE ULTIMATE LEVEL OF PERFORMANCE.

THIS NEW RECORD CONFIRMS THAT WHEN IT COMES TO THE ULTIMATE IN HIGH PERFORMANCE BOATING, OUTERLIMITS LEADS THE WAY.

SO WHETHER YOU'RE PLANNING TO BREAK SOME RECORDS OF YOUR OWN, DOMINATE THE NEXT POKER RUN, OR JUST GO PLEASURE BOATING WITH YOU FAMILY...

Outerlimits — your only choice.

Outerlimits Offshore Powerboats • 91 Broad Common Road, Bristol, RI 02809 • 401-253-7300 • www.outerlimitspowerboats.com

104

My NATIONAL POWERBOAT ASSOCIATION produces 'Cigarette' boat races and poker runs from Massachusetts to Key West, Florida. Our present series of events concentrates on the regional market, consisting of 4 events for 2013, which are The NEW YORK CITY POWERBOAT POKER RUN/Hudson River; OLD SAYBROOK POWERBOAT POKER RUN/Long Island Sound, Montauk; MANHASSET BAY GOLD CUP POKER RUN/Long Island Sound; and the MILFORD POWERBOAT POKER RUN/Long Island Sound. Some of my early powerboat productions were successfully hosted in Port Chester during 1993-1995, while I operated the location now known as 'Bartaco's Restaurant' as a marina. We were then given the opportunity to take the event to New York City, and we catapulted and produced a national event that was televised on the Speed Channel, ESPN 2, and the MSG Network. I look forward to producing an event in Port Chester again, at the Village's waterfront...at the SHOWBOAT RIVERBOAT...and create quite a show for spectators and merchants.



I experience directly which waterfront locations are successful at promoting events, what works and what is good for the host communities.



All events, especially the musical and nautical ones that I specialize in, are good for the community and the local tourism industry.

Rob Paparozzi, current lead singer for “Blood, Sweat & Tears” performs with Billy and the Showmen

History of the SHOWBOAT RIVERBOAT in Port Chester:

In March of 2009, after being endorsed by the Comprehensive Plan Advisory Committee and waiting for the Master Plan to be adopted, I applied to the PC Building Department with plans for the boat to be considered a ‘structure’ and operate at its present location as a public entertainment venue.

The \$2,500.00 fee was paid to the Building Department, Village of Port Chester with its application and professional/engineering/architectural plans were submitted (at a cost of over \$5,000.00).

April 2009 brought us before the Port Chester Planning Commission; with a positive consensus we were referred to the Waterfront Commission for its input. This commission referred us to the Army Corps of Engineers to insure all dock permits were in order/Certificate of Occupancy for present location.

May 2009: the U S Coast Guard conducted a ‘Risk Management Assessment’ of the vessel. The vessel scored a ‘22’ which far exceeds the minimum acceptable score of ‘13’.

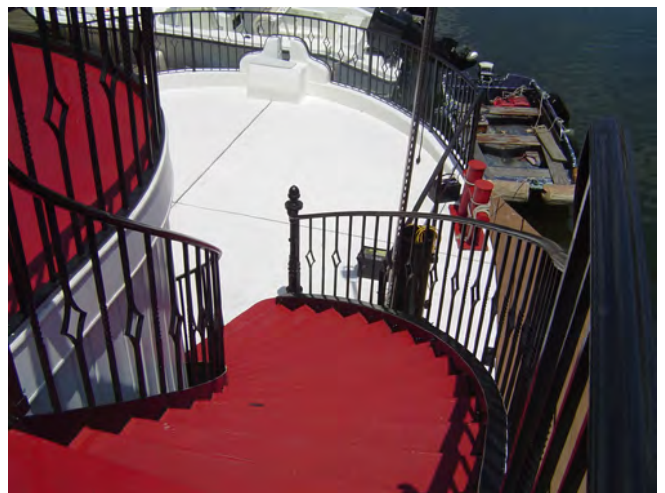
July 2009: Public Comments were solicited by the Army Corps of Engineers: Letters of endorsement are attached from local business owners and residents.

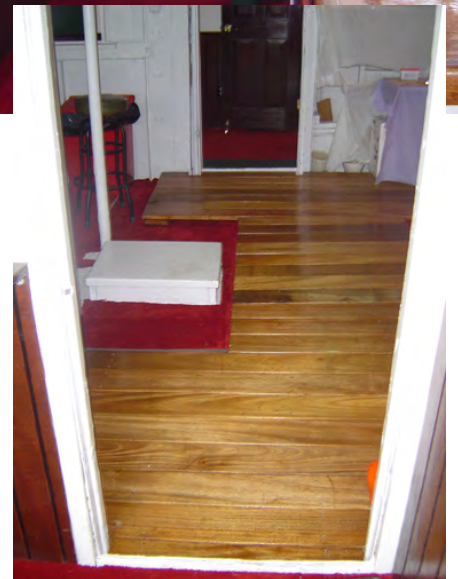
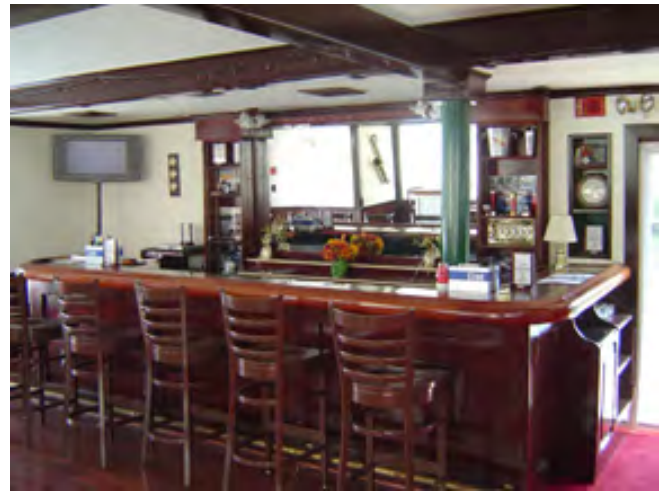
August 2009: The Regulatory Branch of the Army Corps of Engineers determined that the Highland Marina docks were in the federal Navigational Channel and ultimately never received a permit for that location. There is no Certificate of Occupancy from the Village of Port Chester for the Highland Marina docks. For the Showboat’s application to go forward at this location, Highland marina would have to seek permits from the Army Corps of Engineers, the State of New York and the Village of Port Chester. The owners Highland Marina have chosen not to acquire these permits and to operate illegally.



Showboat, He Jes' Keeps Rollin' Along

FOR THOSE LOOKING FOR A Saturday night activity that's out of the norm, look no further than









The vision for the SHOWBOAT RIVERBOAT has always been to be an attraction to the downtown waterfront and be berthed at the village marina.

Spending tens of thousands of dollars attempting to attain permits at the Highland Marina location was an alternative plan chosen only when the 1st attempt that the Laberge Company made to adopt the Master Plan failed to be approved.

Fortunately, the 2nd company, BFJ Planning, LLC, found this SHOWBOAT RIVERBOAT proposal worthy to be included in their Master Plan, which was adopted by the Board of Trustees.

Attached are letters of endorsement to the Army Corps of Engineers and the Industrial Development Agency.

From:

- 1. Westchester Government: Laurence Gottlieb, Director of Economic Development; Natasha Caputo, Director of Tourism and film.**
- 2. Jay Feinsod: Feinsod Hardware Company.**
- 3. Hattie Adams: Member of Port Chester Comprehensive Plan Advisory Committee.**
- 4. Bob Mangels: WJQZ Classic Hits Radio; also FREEDOMLAND USA expert.**
- 5. C.J.Pagano and Sons, Inc: Neil J. Pagano - President; Realtors, Appraisers and Insurance Brokers.**
- 6. Gene Ceccarelli: Member of the Port Chester Comprehensive Plan Advisory Committee and resident.**
- 7. Gerardo Espinoza: Port Chester resident.**



Robert P. Astorino
County Executive

Larry Gottlieb
Director
Economic Development

Natasha Caputo
Director
Tourism & Film

June 27, 2012

Neil J. Pagano, Chairman
Industrial Development Agency
Village of Port Chester
222 Grace Church Street
Port Chester, New York 10573

Re: SHOWBOAT Riverboat Proposal

Dear Chairman Pagano,

Westchester County Office of Economic Development including Tourism & Film is pleased to submit this letter of support on behalf of the SHOWBOAT Riverboat and the proposal to open a floating jazz club in the Village of Port Chester by permanently docking the riverboat at the new Marina Boat Basin.

The Office of Economic Development and Tourism & Film markets Westchester as a premier regional business location and travel destination and feels that the SHOWBOAT Riverboat proposal has the potential to add to the county's travel and tourism offerings and could become a signature venue for visitors and residents alike.


The SHOWBOAT Riverboat is a 92 ft paddle wheel boat that has been restored to accommodate a number of guests on its upper and lower levels. Like the River Club in New York City and the River Café in Brooklyn, the SHOWBOAT Riverboat proposal calls for creating a permanently moored venue for year round use and entertainment. At this time, there are no other riverboats that operate this way in the Village of Port Chester or within a 25-mile radius of the proposed location.

If approved and implemented, this new business endeavor could benefit Westchester County's \$1.7 billion travel and tourism industry by adding a new opportunity for visitors and residents. As such, the Office of Economic Development encourages efforts to move forward with the SHOWBOAT Riverboat proposal.

Thank you in advance for your time and consideration.

Regards,


Laurence P. Gottlieb
Director of Economic Development
Office of the County


Natasha Caputo
Director of Tourism & Film
Office of the County

CORPS OF ENGINEERS
1911 YORK HISTORIC

2009 AUG 24 AM 7:38

OPERATIONAL DIVISION

FEINSOD

TrueValue.

HARDWARE

43 N. Main Street
Port Chester NY 10573
914-939-3872
Fax: 914-939-5714
jay@feinsodhardware.com
TRUE VALUE #13212-9

August 12, 2009

Ahmed Soliman
Project Manager
Army Corp of Engineers
Room 1937
26 Federal Plaza
Jacob Javits Federal Building
New York, NY 10278

Ref: Showboat Riverboat #NAN-2009-00336-ESQ

Dear Mr. Soliman:

I own the local True Value hardware store in Port Chester, New York. I am in favor of a permanent mooring for Mr William Frenz Jr and his Showboat on the Byram River.

Mr Frenz's Showboat will be a welcome addition to the list of merchants in the village and increase the usefulness of the environment for the residents and visitors to the Port Chester waterfront area.

Sincerely,


Jay Feinsod



82 Railroad Avenue
Wellsville, New York 14895
585-593-6070
fax: 585-5936212
WWW.WJQZ.COM

May 4, 2012

Mr. Neil Pagano
President
Industrial Development Agency
Village of Port Chester
Port Chester, New York

Dear Mr Pagano:

I am writing this letter in support of the Showboat, to be located in Port Chester.

Having written articles and narrated a DVD on Freedomland USA, the theme park located in The Bronx from 1960-64, I have received many favorable comments not only throughout our country but the world about Freedomland and it's attractions including the 2 sternwheelers. The historical importance of this ship known as "The Canadian" is significant alone as it was one of the last sternwheelers built in 1960, and was designed by Gene Angel and Earl Hart both of whom designed the showboat used by MGM in their movies. But the attraction of it now to Freedomland fans in the region would bring tourists to Port Chester. The Showboat (as it is now known) has been restored into a first class attraction that can only be a positive addition to your community.

I certainly hope that the permanent placement of the Showboat in Port Chester can take place as it will be a positive addition to your community.

Sincerely

Bob Mangels
Classic Hits/Oldies Radio WJQZ

OPERATION SHOWBOAT
2009 AUG 26 PM 2:58
CORPS OF ENGINEERS
PORT CHESTER NY

August 13, 2009

Mrs. Hattie Adams
350 South Regent Street #2P
Port Chester, NY 10573

Jacob Javits Federal Building
Army Corp of Engineers
Mr. Ahmed Soliman, Project Manager
26 Federal Plaza - Room 1937
New York, NY 10278

Re: "SHOWBOAT" NAN-2009-00336-ESQ

Dear Mr. Ahmed Soliman,

I am honored to write this letter on the behalf of the amazing "SHOWBOAT" docked at the Highland Marina in Port Chester, N.Y.

I am a member of the Port Chester Comprehensive Plan Advisory Committee and we have completed 2years of strategic planning for the Village of Port Chester. Port Chester is moving forward and becoming a better place for all, residents and visitors. The Showboat would definitely be an asset and compliment to the downtown area. I am very excited and can't wait until the Showboat opens!

Mr. Billy Frenz is a wonderful man and the Port Chester community is very happy that he chose our Village to dock his entertainment Showboat. We are really excited about this unique attraction.

I would highly recommend for the "SHOWBOAT" to become a part of the Port Chester community.

Sincerely,


Hattie Adams

C.J. PAGANO & SONS, INC
Realtors, Appraisers & Insurance Brokers

**420 Westchester Avenue
Port Chester, NY 10573
Bus: 914-939-1123
Fax: 914-939-1136
Email: npagano@cjpagano.com**

CORPS OF ENGINEERS
NEW YORK DISTRICT
2009 AUG 24 AM 7:36
OPERATIONS DIVISION

**Neil J. Pagano
President**

July 18, 2009

Jacob Javits Federal Building
Army Corps of Engineers
Mr. Ahmed Soliman, Project Manager
26 Federal Plaza – Room 1937
New York, NY 10278

**Re: The “Showboat”
NAN-2009-0336- Esq**

Dear Mr. Soliman:

By means of an informal introduction, my name is Neil J. Pagano and I am the President of C.J. Pagano & Sons, Inc, a real estate, appraisal and insurance firm.

My purpose in writing to you is to heartily recommend approval of the application submitted by William Frenz Jr (referenced above) to “Permanently moor a 92-foot long river boat and modify its access” on the Byram River Waterway (Bronx River Watershed) in the Village of Port Chester, Westchester County, NY.

My firm has been in business in the Village of Port Chester for nearly 80 years. We make our living here and have invested in this community over the many years we’ve been in operation and are current property owners in the Central Business District of the Village.

Over the years we have see our downtown prosper, have watched it slide with the advent of the shopping center era, watched it again rise in the late 50s only to slide once again during the 60s and 70s. Recently it has once again rebounded but only with a lot of hard work and people dedicated to the idea that our Community is the place to live and raise a family. In the past few years a Downtown resurgence began and is continuing in spite of economic conditions. Property owners are spending money on their properties and while there certainly are vacancies in the retail segment, interest in that area has become very impressive. The message being clearly sent to those who wish to live, invest and do business here is that Port Chester welcomes those people from all walks of life who have a vision of what our Village “should be”.

Clearly, Billy Frenz is one of those people. I’ve known him for a number of years and have found him to be an upstanding gentleman and a man of his word. I’ve watched him doggedly follow his dream over a number of years to position his Showboat in the heart of our Village. I know his journey has not been an easy one. His proposed contribution to the Downtown with the “Showboat” could not come at a better time as the CBD revitalizes itself with the help of business people and local Government. As a recent-past member of the Port Chester Comprehensive Plan Advisory Committee (CPAC), I can attest to the fact that his plans to “park” the *Showboat* in the heart of our Downtown were met with great and unqualified enthusiasm by all 14 members of the CPAC. So much so that the Plan itself has incorporated not only the concept of such a placement but has gone so far as to mention the project by name (The “Showboat”) in numerous sections of the report. Other downtown property owners like me have expressed similar enthusiasm because this project serves to enhance every effort that is being made to upgrade the CBD.

Mr. Ahmed Soliman, Project Manager
26 Federal Plaza – Room 1937
New York, NY 10278

Re: The "Showboat"
NAN-2009-0336- Esq

Suffice it to say, I for one am grateful that Billy chose Port Chester in which to invest and make such a herculean effort to bring this project to fruition.

Your affirmative response to his application will be most appreciated.

Sincerely



NEIL J. PAGANO

C.J. Pagano & Sons, Inc

CORPS OF ENGINEERS
NEW YORK DISTRICT

91 Munson St.
Port Chester, NY 10573
July 31, 2009

2009 AUG 26 AM 7:37

OPERATIONS DIVISION

Ahmed Soliman
Project Manager
Army Corps of Engineers
Room 1937
26 Federal Plaza
Jacob Javits Federal Building
NY, NY 10278

Ref.: SHOWBOAT RIVERBOAT #NAN-2009-00336-ESQ

Dear Mr. Soliman:

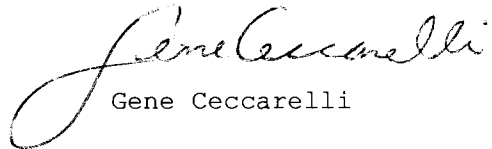
I am a resident of Port Chester, NY, and, while serving on the Comprehensive Plan Advisory Committee for the Mayor and Board of Trustees, I have heard a number of presentations by the owner of the Showboat Riverboat.

In my opinion, I think that it will be a positive addition to our waterfront, and an enjoyable source of entertainment to many of the people in our Village. My understanding is that it will play jazz music and serve light hors d'oeuvres, and will not have an adverse impact on the local restaurant establishments (i.e, no dinners will be served). It is a very attractive boat.

It will be nice to see the people of our Village making use of the river again, and I believe that the Showboat Riverboat will add to its vibrancy.

Thank you for listening to my comments.

Sincerely yours,



Gene Ceccarelli

August 18, 2009

2009 AUG 26 PM 2:58
CORPS OF ENGINEERS
PORT CHESTER DISTRICT
OPERATIONS DIVISION

Mr. Ahmed Soliman
Project Manager
Army Corp of Engineers
Room 1937
26 Federal Plaza
Jacob Javits Federal Building
New York, NY 10278

Reference: SHOWBOAT RIVERBOAT #NAN-2009-00336-ESQ

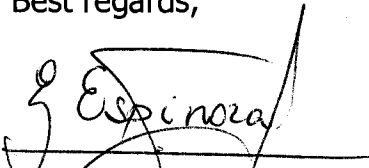
Mr. Soliman:

By means of this letter, I would like to let you know that I am in favor of this project in Port Chester. I have been a Port Chester resident for more than 25 years. I personally believe this project will bring something new to our Village.

So, my vote for this project is a "Yey". I will endorse this project.

If you have further questions please feel free to contact me.

Best regards,


Gerardo Espinoza
133 Breckenridge Ave
Port Chester, NY 10573

August 18, 2009

Ahmed Soliman
Project Manager
Army Corp of Engineers
Room 1937
26 Federal Plaza
Jacob Javits Federal Building
New York, NY 10278

RE: SHOWBOAT
#NAN-2009-00336-ESQ

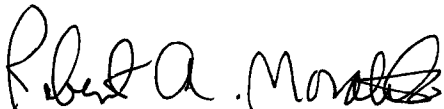
Dear Mr. Soliman:

I write this letter to endorse the proposed Showboat River Project. Mr. Frenz and his associates have devoted a great deal of time and money for this worthwhile project. I visited the site last year and was quite impressed at the restoration efforts conducted by Mr. Frenz. His concern for detail is evident by the beautiful work done on the Riverboat. When you visit the boat, it is like going back in time when people and institutions showed more care and appreciation for simple comforts.

The project, if allowed, would certainly benefit the Byram River, Port Chester, and Greenwich. This project would be astatically pleasing to those who visit the Riverboat.

In closing, as the former Rye Town Supervisor for fourteen years, I believe that I have a good understanding of the pulse of our community. I truly believe this project should be green lighted so that we all can enjoy the majestic Riverboat. The atmosphere and comradery will be a welcomed amenity for our community.

Sincerely,



Robert A. Morabito
14 West Glen Avenue
Port Chester, NY 10573

CORPS OF ENGINEERS
ARMY CORP OF ENGINEERS
2009 AUG 26 PM 2:58
OPERATIONS DIVISION

CORPS OF ENGINEERS
NEW YORK DISTRICT

2009 AUG 28 PM 3: 56

NAN-2009-00336-ES0

August 22, 2009

OPERATIONS DIVISION

To: Army Corps of Engineers New York District;

Dear Sirs,

I have been a business associate and friend with William Frenz for more than 40 years.

William has always been an upstanding and productive citizen. He has always been community minded and is a man with great vision. In Greenwich where he resides he has done much for the town. For example he has worked many years with the local Red Cross festivals.

I would highly recommend that he be allowed to go ahead with his plans for the showboat. The Showboat has been a part of history for many years. I believe it would only be a benefit and a wonderful addition to the already newly renovated Waterfront District. It is exciting that this part of local history will now become a part of the Village of Port Chester.

Sincerely,



John Caminiti
4 Woodland Avenue
Port Chester, NY 10573

181 WESTCHESTER AVE.
PORT CHESTER, N.Y.

NAH - 2009 - 00450 - WYO

August 19, 2009

2009 AUG 26 PM 2:58
OPERATIONS DIVISION
CORPS OF ENGINEERS
NEW YORK DISTRICT

Ahmed Soliman
Project Manager
Army Corp of Engineers
Room 1937
26 Federal Plaza
Jacob Javits Federal Building
NYC, N.Y. 10278

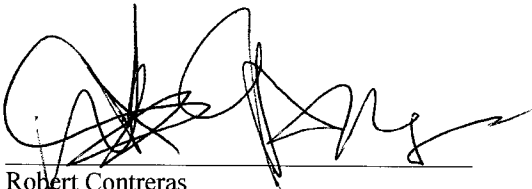
Dear Mr. Soliman,

We are the owners of a large property located in Port Chester, N.Y. Our building is within walking distance of the proposed Showboat Riverboat located on the Waterfront. We would like to express our enthusiasm for this entertainment to be offered to our community. It would be a great asset as well as a great support to the ongoing efforts of the Village of Port Chester to make this a desirable and frequented community. With the opportunities of employment and influx of visitors it could only generate revenue, tax dollars, and enhance the lifestyle of our residents.

Let's make this a community effort to get this beautiful village "Rollin-On-The River"!

Please contact me with any questions or discussions.

Thank you for all your attention regarding this matter.



Robert Contreras
Managing Member
181 Westchester Ave., LLC



181WESTCHESTERAVE,LLC
P.O. BOX 1068
LARCHMONT, N.Y. 10538
(914) 939-0690

8/23/09

U S Army Corps
of Engineers

New York District

Jacob L. Garito Federal Building - Room 2109

New York, NY 10278-0090

Attn: Regulatory Branch

RECEIVED AUG 27 2009

26 Federal Plaza

re - Public Notice number NAN-2009-00336-ESO
WILLIAM FRENZ, JR.

To whom it may concern: RICHARD TOMER
CHIEF, REGULATORY BRANCH

Recently there have been many major
improvements implemented in the downtown
area of Port Chester (the waterfront) - beautiful
restaurants, various stores to shop in, a movie
complex, etc - leaving room for people to enjoy
"a nice" evening on a safe permanently named
Riverboat.

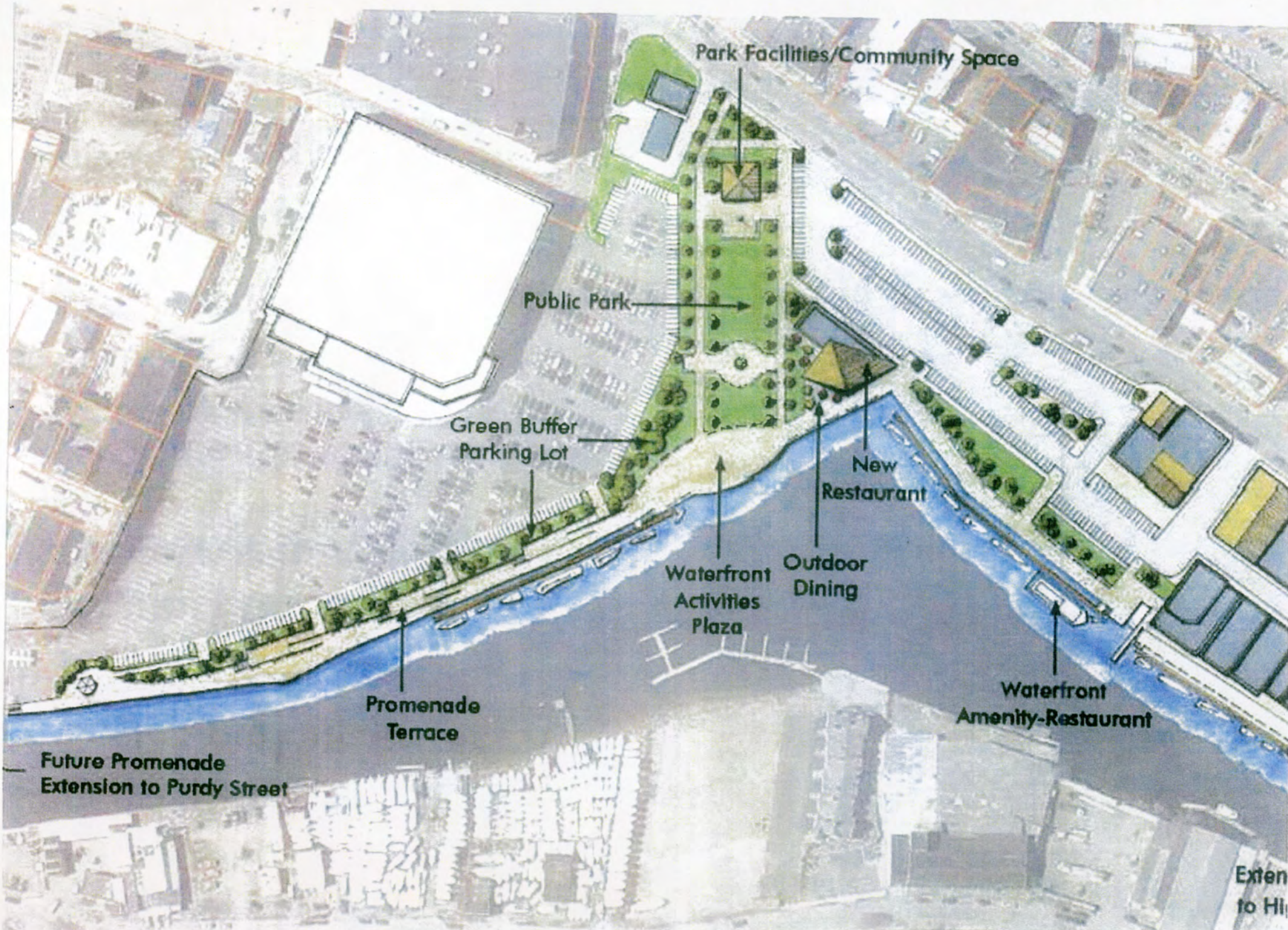
A Riverboat with this much "class" and with
such a long "historical" background is a very
attractive addition to any town, especially
"Our Town".

As Port Chester residents, we feel this
Riverboat will be a definite upgrade for
the downtown Port Chester area.

Thank you and have a
nice day.

PEGGYANN + KEN Munnick
25 RIVERDALE AVENUE
PORT CHESTER, NY 10573
(914) 937-8427

"Cove Park"



Park Facilities/Community Space

Public Park

Green Buffer
Parking Lot

New
Restaurant

Outdoor
Dining

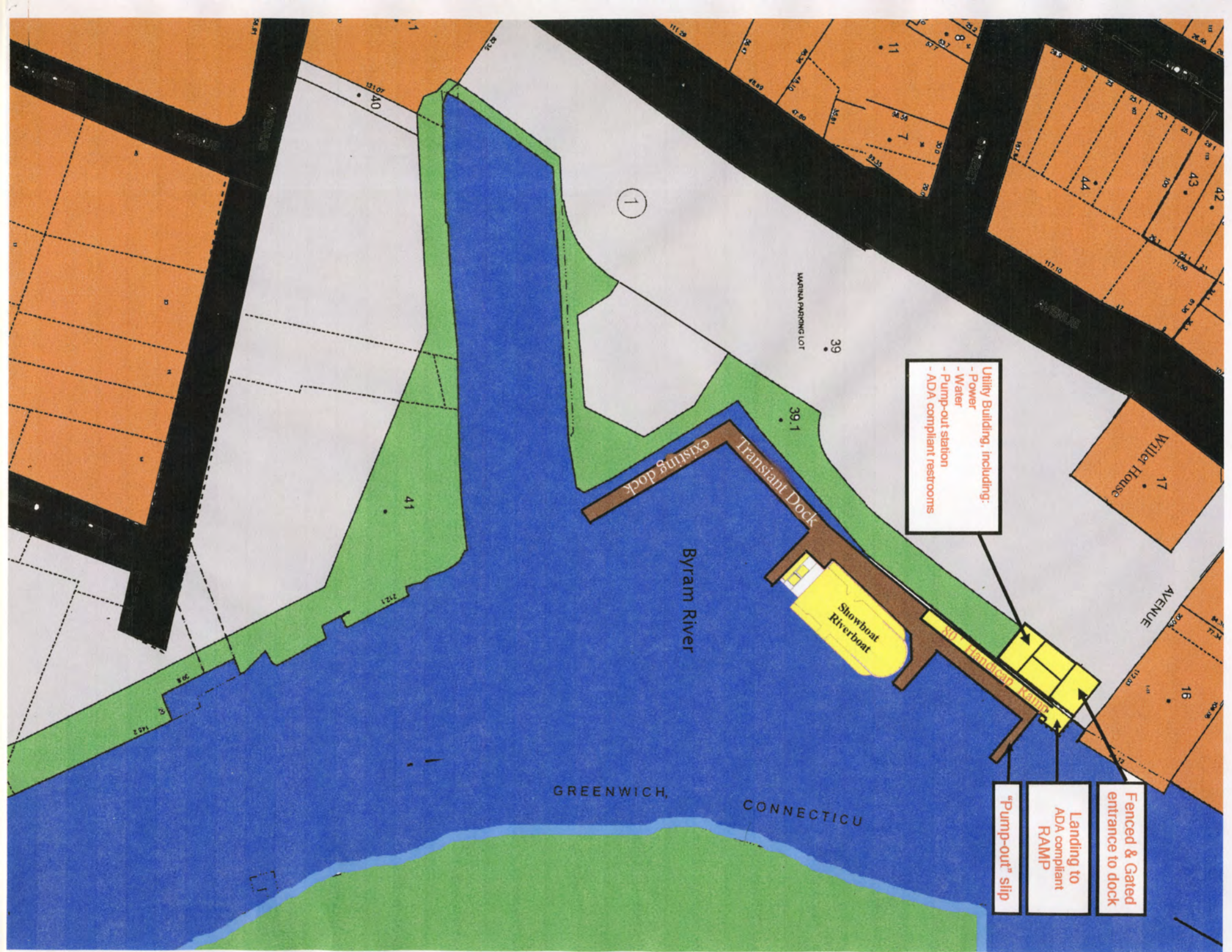
Waterfront
Activities
Plaza

Waterfront
Amenity-Restaurant

Promenade
Terrace

Future Promenade
Extension to Purdy Street

Exten
to Hi



Utility Building, including:
- Power
- Water
- Pump-out station
- ADA compliant restrooms

Fenced & Gated entrance to dock
Landing to ADA compliant RAMP
"Pump-out" slip

1

MARINA PARKING LOT
39

existing dock
Transient Dock
39.1

Byram River

Showboat Riverboat

NO Handicap Ramp

Willet House
17

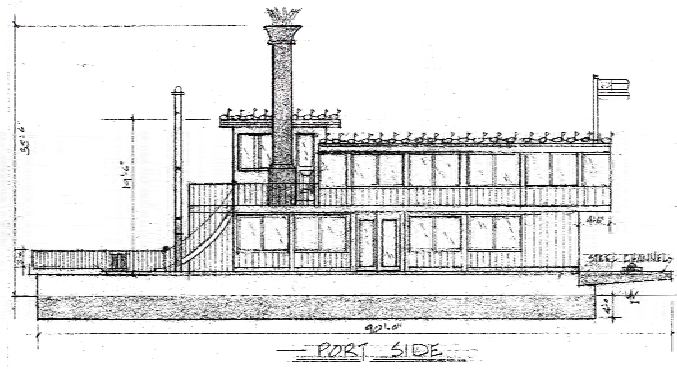
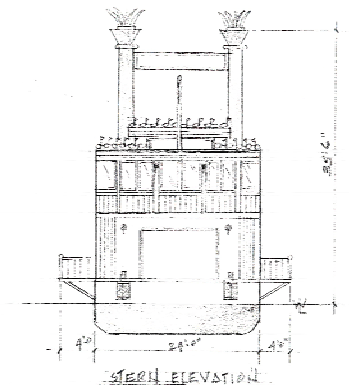
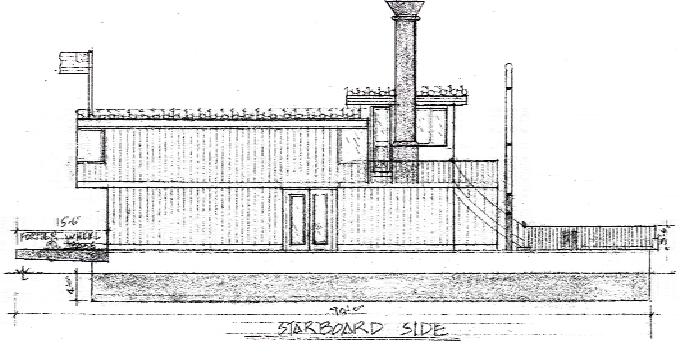
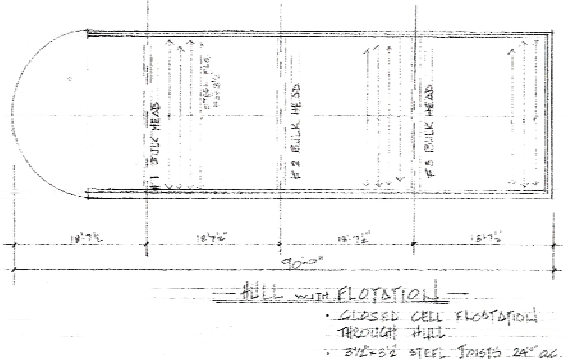
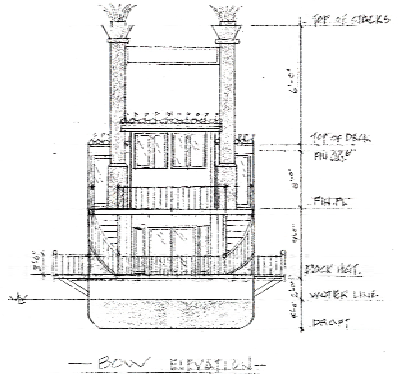
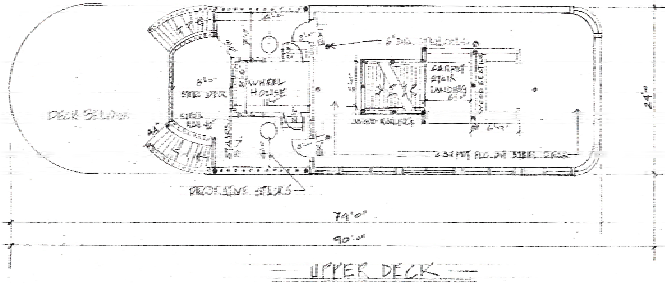
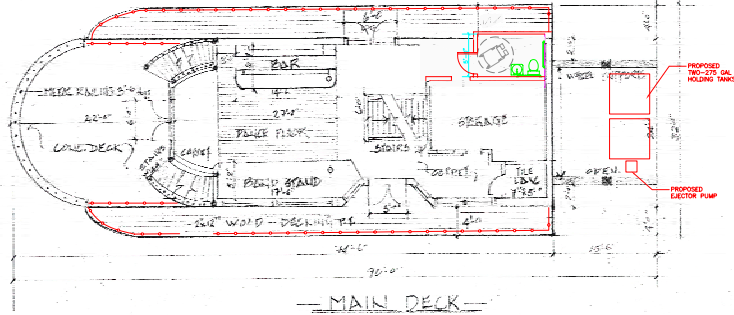
AVENUE

16

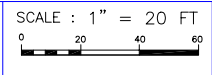
GREENWICH, CONNECTICU

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

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IT IS THE REQUIREMENT OF THE OWNER AND/OR HIS/HER LEGAL REPRESENTATIVE TO ADVISE THE PLANNING/ENGINEER OF ANY AND/OR ALL USED INSTRUMENTS ON THE PROPERTY WHICH MAY PRECLUDE FURTHER CONSTRUCTION ON THIS PROPERTY THIS DOCUMENT, THESE ALLEGATIONS, INFORMATION, SERVICE IS AN INSTRUMENT OF PROFESSIONAL SERVICE & IS THE PROPERTY OF THE JOSEPH F. RISOLI, PE AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY EXTENSION TO THIS PROJECT AND/OR ANY OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF THE JOSEPH F. RISOLI, P.E. THESE PLANS ARE VOID UNLESS THEY ARE PRODUCED AND USED IN COLOR.



DATE: FEBRUARY 12, 2009	DATUM: ASSUMED
SURVEYED:	
DESIGNED:	
DRAWN: JANV	CAD FILE: FRENZ/PLAN.DWG
RECOMMENDED: PROJ. MAN. J.F.R.	APPROVED: PROJ. DIR. J.F.R.
REC. APPR:	
REV. DATE	REVISIONS

PROJECT: THE SHOWBOAT RIVERBOAT

PREPARED FOR: BILLY FRENZ

LOCATION: 2 HIGHLAND ST Port Chester, NY

Joseph F. Risoli, P.E.
ENGINEERS-PLANNERS-SURVEYORS
1166 EAST PUTNAM AVENUE PHONE (203) 637-9336
RIVERDE, CT 06878 FAX (203) 637-3968

PENDING MUNICIPAL APPROVAL

SHEET: 1 of 1

08D1998



SHOWBOAT RIVERBOAT projected schedule of operations and personnel requirements:

Summer Schedule:

Monday: 11 am to Midnight

Tuesday: 11 am to Midnight

Wednesday: 11 am to Midnight

Thursday: 11 am to 1 am

Friday: 11 am to 2 am

Saturday: 11 am to 2 am

Sunday: 11 am to Midnight

Winter Schedule:

4 pm to Midnight

4 pm to Midnight

4 pm to Midnight

4 pm to Midnight

4 pm to 2 am

2 pm to 2 am

2 pm to 12 Midnight

Live entertainment daily beginning at 7 pm; (optional) earlier during 'Happy Hours' TBA

Matinee's on Saturday and Sunday beginning at 2 pm

Employee Shift requirements: 2 shifts daily ,

Each shift requires the following personnel:

1 Bartender, 1 Barback, 2 Wait staff, 1 Chef, 1 Handyman, 1 Hostess, 1 Manager:

Total of 8 employees per shift. 2 shifts daily, so 16 people working daily. We will have 2 people trained as subs for every position. Potentially, there will be 32 people employed weekly by the SHOWBOAT RIVERBOAT.

PLUS Musicians on a daily basis (Performing Artists).



SHOWBOAT



www.ShowboatRiverboat.com



THE showboat
Showboat Riverboat

Highland Marina
2 Highland Avenue
Port Chester, NY

Do! Bills
THE showboat



Welcome Aboard
Byram River
Port Chester, NY

www.ShowboatRiverboat.com

VILLAGE OF PORT CHESTER, NEW YORK

TO

SHOWBOAT RIVERBOAT, LLC

AND

HOT SHOT HOLDINGS, LLC

MARINA LICENSE AGREEMENT

*Marina License Agreement
Village of Port Chester, New York*

Dated as of August __, 2014

MARINA LICENSE AGREEMENT

THIS MARINA LICENSE AGREEMENT (hereinafter the “License Agreement”), dated as of August __, 2014, is by and between the **VILLAGE OF PORT CHESTER, NEW YORK**, a municipal corporation duly existing under the laws of the State of New York with offices at 222 Grace Church Street, Port Chester, New York 10573 (the “Village” or “Licensor”) and **SHOWBOAT RIVERBOAT, LLC**, a Connecticut limited liability company registered and authorized to do business in the State of New York and having offices at 30 Morgan Avenue, Greenwich, Connecticut 06831 (herein, the “Boat Owner”) and **HOT SHOT HOLDINGS, LLC**, a Connecticut limited liability company registered and authorized to do business in the State of New York and having offices at 30 Morgan Avenue, Greenwich, Connecticut 06831 (herein, the “Operator” or “Licensee”).

WITNESSETH:

WHEREAS, the Village is the owner of a certain waterfront parcel (the “Land”) and related promenade, docking and marina improvements (the “Existing Improvements”) located within the Village of Port Chester, New York (collectively, the “Marina”); and

WHEREAS, the Village over time, and generally conforming with the Village’s Local Waterfront Revitalization Plan (“LWRP”) and consistent with the Village’s Modified Marina Urban Renewal Plan (“MUR Plan”), has issued docking and marina slip rights to private watercraft owners for purposes of docking watercraft within the Marina; and

WHEREAS, pursuant to the MUR Plan, the Village is empowered to authorize and approve the granting of licenses to locate and operate commercial business operations at and within the Marina; and

WHEREAS, the Village has received a proposal from the Boat Owner and Operator to undertake a certain project (the “Project”) that will include (i) the issuance of a revocable license agreement by the Village to the Boat Owner and Operator allowing the permanent mooring within the Marina of a certain 90’x32’ vessel owned by the Boat Owner and known as the “Showboat Riverboat” (the “Vessel”) as a Permanently Moored Craft (“PMC”); (ii) the planning, design, construction and maintenance of (a) certain improvements to the Vessel including modifications and improvements to accommodate the operation by the Operator of a commercial restaurant and jazz bar (the “Vessel Improvements”) and (b) certain improvements upon and within the Marina, including subsurface piling, expanded docking improvements, gangway improvements, onshore bathroom facilities, onshore pump-out facilities, and various onshore signage and related improvements (collectively, the “Marina Improvements”); and (iii) the acquisition and installation in and around the Existing Improvements, the Vessel Improvements, and Marina Improvements of certain machinery, equipment and other items of tangible personal property (the “Equipment”, and collectively with the Existing Improvements, Vessel Improvements and Marina Improvements, the “Facility”); and

WHEREAS, pursuant to a resolution adopted by the Village on August __, 2014 (the “Village Authorizing Resolution”), the Village authorized the execution and delivery of this License Agreement, wherein the Boat Owner and operator shall be granted a revocable license to

undertake the Project pursuant to and in accordance with the terms and conditions contained herein; and

WHEREAS, pursuant to and in accordance with the Village Authorizing Resolution, the Village proposes to grant to the Boat Owner and Operator, as their respective interest appear herein, a revocable license to undertake the Project, and the Boat Owner and operator each desire to accept the revocable license granted herein, upon the terms and conditions hereinafter set forth in this License Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby formally covenant, agree and bind themselves as follows:

ARTICLE I **REPRESENTATIONS AND COVENANTS**

Section 1.1. Representations and Covenants of the Village. The Village makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Village is duly established and validly existing municipal corporation and has the power to enter into the transaction contemplated by this License Agreement and to carry out its obligations hereunder.

(b) The Village has duly authorized the execution and delivery of this License Agreement pursuant to the Village Authorizing Resolution.

(c) Pursuant to the terms of this License Agreement, the Village hereby jointly grants to the Boat Owner and Operator a revocable license to undertake the Project, all for the purpose of promoting the commerce, industry, health, welfare, recreational opportunities, convenience and prosperity of the inhabitants of the Village and improving their standard of living.

(d) Neither the execution and delivery of this License Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this License Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of applicable law or of any corporate restriction or any agreement or instrument to which the Village is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Village under the terms of any such instrument or agreement.

(e) The Village has been induced to enter into this License Agreement by the undertaking of the Boat owner and Operator to pay the license fees required herein and undertake the obligations contained herein, including the construction, installation and maintenance of the Marina Improvements, along with the creation of related jobs in the Village.

Section 1.2. Representations and Covenants of the Boat Owner and Operator.

The Boat Owner and Operator each make the following representations and covenants as the basis for the undertakings on their respective parts herein contained:

(a) The Boat owner and Operator are each limited liability companies duly organized, validly existing and in good standing under the laws of the State of Connecticut and registered to transact business in the State of New York, and each has the authority to enter into this License Agreement and have duly authorized the execution and delivery of this License Agreement.

(b) Neither the execution and delivery of this License Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this License Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Boat Owner or Operator is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Boat Owner or Operator under the terms of any such instrument or agreement.

(c) The Facility and the operation thereof will conform to all applicable laws and regulations of governmental authorities having jurisdiction over the Facility, and the Boat Owner and operator shall each jointly and severally defend, indemnify and hold the Village harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (c).

(d) There is no lien, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Boat Owner or Operator, threatened against or affecting the Boat Owner and/or Operator, to which the Boat Owner or Operator is a party, and in which an adverse result would in any way diminish or adversely impact on the Boat Owner or Operator's ability to fulfill its obligations under this License Agreement.

(g) The Boat Owner and Operator each covenant that the Facility will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility except in compliance with all applicable laws, (ii) the Boat Owner and Operator will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iii) that no asbestos will be incorporated into or disposed of on the Facility, (iv) that no underground storage tanks will be located on the Facility, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Boat Owner and Operator, upon receiving any information or notice contrary to the representations contained in this Section, shall immediately notify the Village in writing with full details regarding the same. The Boat Owner and Operator each hereby release the Village from liability with respect to, and agree to defend, indemnify, and hold harmless the Village, its trustees, officers, employees, agents (other than the Boat Owner and Operator), representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including

reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section.

(h) The Boat Owner and Operator has provided to the Village a certificate or certificates of insurance containing all of the insurance provision requirements included under Sections 3.4 and 3.5 hereof. If the insurance is canceled for any reason whatsoever, or the same is allowed to lapse or expire, or there be any reduction in amount, or any material change is made in the coverage, such cancellation, lapse, expiration, reduction or change shall not be effective as to any loss payee or additional insured until at least thirty (30) days after receipt by such party of written notice by the insurer of such cancellation, lapse, expiration, reduction or change.

(i) The Boat Owner and Operator have provided to the Village financial statements and/or proof of equity and have the financial ability to undertake the Project.

ARTICLE II

FACILITY SITE, DEMISING CLAUSES AND LICENSE PAYMENT PROVISIONS

Section 2.1. Facility Site. The Village is the fee owner of the Land, including the real property, all buildings, structures or improvements thereon constituting the Marina. It is the intention of the parties to grant a revocable license interest in a portion of the Marina as described and rendered in **Exhibit A** attached hereto. The Boat Owner and Operator each agree that the Village's interest in the Marina is sufficient for the purposes intended by this License Agreement. Boat Owner and Operator acknowledge that they are and/or will be fully familiar with the Land and Marina and agree, except as otherwise set forth in this Agreement to the contrary, to accept the condition of the Marina "**AS IS**", with all faults, in its current condition. The Village is not obligated to and shall not be obligated to alter the Land or Marina during the License Term. Boat Owner and Operator shall be responsible at its sole cost and expense to obtain and satisfy all required governmental or regulatory inspections, certificates or other such transfer requirements associated with undertaking the Project. Boat Owner and Operator hereby acknowledge and agree that this Agreement shall not be contingent upon or subject to any condition or contingency relating to title or environmental records relating to the Marina.

Section 2.2. Operation, Maintenance, Rehabilitation and Use of the Facility.

(a) Pursuant to the terms hereof, the Boat Owner is granted the revocable license right to moor the Vessel within the Facility and shall immediately apply for a secure PMC status from the US Coast Guard. The Operator is granted the revocable license right, obligation and authority to undertake the Project, which shall include the ongoing operation, maintenance and rehabilitation, and equipping of the Facility. The Vessel shall be used and occupied by the Operator exclusively for the purposes of operating, maintaining, repairing, and rehabilitating a commercial restaurant and jazz bar facility and the Marina Improvements, upon completion and acceptance by the Village in accordance with the terms hereof, shall serve and be made generally available to the public in accordance with legal requirements, as well as such related uses as the Village may specifically from time to time approve. Neither the Boat Owner nor the operator shall use or occupy the Facility (i) contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto; (ii) in any manner which would violate any certificate of

occupancy affecting the same, or (iii) in any manner which would constitute a public or private nuisance or waste.

(b) The Boat Owner and Operator, as Licensees hereunder, do hereby protect, defend, indemnify and hold harmless the Village, as Licensor, against any and all claims, costs, judgments, liens, or actions, including reasonable attorney's fees and costs of defense, for damage to property or injury to persons suffered on, or resulting or arising from the Boat Owner and Operator's activities on the Land and Marina, including any activities, actions, malfeasance or omissions of the Boat Owner and Operator or any officer, employee, director, agent or contractor of the Boat Owner and Operator. The provisions of this paragraph shall survive termination of this License Agreement. The Boat Owner and Operator further hereby protect, defend, indemnify and hold harmless the Village, as Licensor, against any and all claims, costs, judgments, liens, or actions, including reasonable attorney's fees and costs of defense, for claims, judgments, actions and any related liens associated with the Boat Owner and Operator's business activities as same may affect the Village or title to the Land or Marina, including, but not limited to any action or dispute that may give rise to a lien against the Land. If at any point during the Term of this License Agreement an action or proceeding (whether coupled with a lien filing or not) is threatened or initiated by a third party against the Boat Owner and Operator and/or Village or the Village's title to the Property as a direct result of the Boat Owner and Operator's business activities relative to the Land or Marina, the Boat Owner and Operator shall be deemed in default of this License Agreement unless bonded off, released of record or otherwise remedied to the Village's satisfaction within Twenty (20) days of written demand to cure tendered by the Village. The Boat Owner or Operator's failure to cure such a default (whether through payment, settlement, performance or payment bond, or otherwise) within said Twenty (20) day period shall have the effect of terminating this License Agreement, including all rights hereunder. In all events, the Boat Owner and Operator's indemnification of the Village and obligation to pay all costs incurred by the Village to defend an action associated with this License Agreement shall survive the termination of this Agreement.

(c) The Boat Owner and Operator shall apply for, secure and maintain all necessary licenses, permits and approvals to construct and operate the Facility, including, but not limited to licenses, permits and approvals from all applicable Federal, state and Local regulatory agencies.

(d) The Boat Owner and Operator shall be responsible for payment for all applicable inspections of the Vessel as required pursuant to applicable law.

(e) Neither the Boat Owner nor the Operator may commence any commercial operations or activities upon or within the Vessel or Facility until the Village obtained from the Boat Owner and Operator the requisite third-party marine engineering certification, and has inspected and issued written approval for the Vessel and Facility (including acceptance of the Marina Improvements, as defined herein).

Section 2.3. Demise of Non-exclusive License to Marina. The Village hereby demises a non-exclusive, revocable license to (i) the Boat Owner to locate the Vessel within the Marina (in accordance with the renderings contained within Exhibit A, hereto) and (ii) the Operator to undertake the Project and operate the Facility upon the terms and conditions of this License Agreement. Hereinafter, the Boat Owner and Operator are sometimes collectively

referred to herein as the “Company”. The Company’s rights to commence and undertake any commercial operations at the Facility shall be subject to the terms and conditions contained herein.

Section 2.4. Remedies to be Pursued Against Contractors and Subcontractors and their Sureties. In the event of a default by any contractor or any other person or subcontractor under any contract made by it in connection with the Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance guaranty, the Company at its expense, either separately or in conjunction with others, may pursue any and all remedies available to it and the Village, as appropriate, against the contractor, subcontractor or manufacturer or supplier or other person so in default and against such surety for the performance of such contract. The Company, in its own name or in the name of the Village, may prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, manufacturer, supplier or surety or other person which the Company deems reasonably necessary, and in such events the Village, at the Company’s expense, hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Village (including but not limited to reasonable attorneys’ fees) in any such action or proceeding.

Section 2.5. Duration of Revocable License Term; Quiet Enjoyment; Revocation.
(a) The Village shall deliver to the Company a non-exclusive license right to the Facility (subject to the provisions of Sections 5.3 and 7.1 hereof) and the revocable license created hereby shall commence on the date hereof.

(b) The license estate created hereby shall, without any further action of the parties hereto, terminate at 11:59 P.M. on August __, 2024, or on such earlier date as may be permitted by Section 8.1 hereof.

(c) The period commencing on the date described in Section 2.5(a) herein through the date described in Section 2.5(b) herein shall be herein defined as the License Term. The Company is hereby granted an automatic Option (the “Option”) to extend the License Term for two (2) extension terms of five (5) years each, for a maximum allowable License Term running through August __, 2033.

For purposes of exercising any Option to extend the License Term, the Company shall provide written notice (an “Option Notice”) to the Village no less than six (6) months prior to the end of the end of the License Term. No such exercise shall be valid or enforceable unless (i) the Company is in full compliance with the terms hereof, (ii) the Company has satisfied the Capital Improvement Obligations for the Marina Improvements, as set forth within Sections 2.6(d) and 2.6(e), hereof, and (iii) no Event of Default hereunder is occurring or is incurred between the date of such Option Notice and the beginning of the extended License Term.

(d) The Village shall, subject to the revocation provisions hereof, along with Sections 5.3 and 7.1 hereof and in the absence of an uncured Event of Default hereunder, neither take nor suffer nor permit any action, other than pursuant to Articles VII or VIII of this License Agreement, to prevent the Company, during the term of this License Agreement, from having quiet and peaceable possession and enjoyment of the Vessel and non-exclusive access, operation and maintenance rights to the Facility and will, at the request of the Company and at the

Company's cost, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Vessel as hereinabove provided.

(e) The Company hereby irrevocably appoints and designates the Village as its attorney-in-fact for the purpose of executing and delivering and recording any necessary terminations of this License together with any documents required in connection therewith and to take such other and further actions in accordance with this License Agreement as shall be reasonably necessary to terminate this License Agreement. Notwithstanding any such expiration or termination of this License Agreement, the Company's obligations under Sections 3.3 and 5.2 hereof shall continue notwithstanding any such termination or expiration.

(f) Surrender. Upon the termination of this License Agreement, whether by forfeiture, lapse of time or otherwise, or upon the termination of the Company's right to possession of the Facility, the Company will at once surrender and deliver up the Facility, together with all improvements and fixtures located thereon, including all Marina Improvements. The Vessel and Vessel Improvements shall remain property of the Company. The Company shall remove its personal property and non-Fixture Equipment within 60 days and any personal property or Non-Fixture Equipment remaining on the Facility after the 60th day following termination shall become property of the Village. Except as otherwise expressly provided herein, the Facility shall be returned to the Village in a similar condition and repair as compared to their condition at the commencement of this License Agreement, reasonable wear and tear excepted.

(g) Any holding over by the Company beyond the License Term (as may be terminated hereunder) shall operate and be construed to be a tenancy from month to month only, at a prorated monthly License Payment equal to two hundred percent (200%) of the then-effective required License Payments hereunder, payable in advance, plus all sums otherwise due hereunder. Nothing contained in this Section shall be construed to give the Company the right to hold over after the expiration of this License Agreement, and the Village may exercise any and all remedies at law or in equity to recover possession of the Facility.

(h) Revocation without Cause. The parties hereto acknowledge and agree that the license rights granted hereunder are revocable by the Village (i) with cause in the event of uncured default hereunder, and (ii) without cause at the unilateral discretion of the Village.

Any revocation of this License Agreement by the Village without cause shall require no less than 180 days' written notice to the Company following the conduct of a public hearing before the Village Board of Trustees. Any revocation by the Village without cause during the License Term shall require the Village to pay to the Company a Vessel Relocation Fee (the "Vessel Relocation Fee") in an amount not to exceed \$10,000.00, such Vessel Relocation Fee to be paid within thirty (30) days of the date of termination and removal of the Vessel (whichever is later) and shall be based upon reimbursement of actual relocation expense receipts paid by and provided by the Company. In addition, any revocation of this License Agreement by the Village without cause within the first ten (10) years of the License Term shall require the Village to pay to the Company a break fee (the "Break Fee") in the following corresponding amounts:

Year 1 (ending July 1, 2015) \$455,275.50

Year 2 (ending July 1, 2016) \$409,747.50
Year 3 (ending July 1, 2017) \$364,220.00
Year 4 (ending July 1, 2018) \$318,692.50
Year 5 (ending July 1, 2019) \$273,165.00
Year 6 (ending July 1, 2020) \$227,637.50
Year 7 (ending July 1, 2021) \$182,110.00
Year 8 (ending July 1, 2022) \$136,582.50
Year 9 (ending July 1, 2023) \$91,055.00
Year 10 (ending July 1, 2024) \$45,527.50

The foregoing amounts reflect a total of \$455,275.00 in estimated costs to be incurred by the Company in connection with the Marina Improvements, as defined herein. The foregoing amount represent a maximum amount of Break Fee payable and may be reduced based upon actual Marina Improvements cost documentation which shall be provided by the Company to the Village. Any Break Fee payable hereunder shall be paid by the Village to the Company within thirty (30) days of termination, subject to confirmation by the Village that the Company has removed the Vessel from the Facility in compliance with the provisions hereof, with reserved rights of offset in favor of the Village for any restoration or repairs to the Facility deemed reasonably necessary.

Section 2.6. License Payments and Other Consideration. The License Payment obligations during the License Term are hereby reserved and the Company shall pay License Payments for the rights granted hereunder in accordance with the following schedule:

- (a) Base License Payments. Commencing on the date hereof, and thereafter on or before April 1 of each License Year, a Base License Payment shall be paid by the Company to the Village; plus
- (b) Additional License Payments. Commencing July 1, 2015 and payable in semi-annual installments payable on or before July 1 and November 1 of each License Year, an Additional License Payment shall be paid by the Company to the Village.

License Year	Base License Payment Due April 1	First Installment Additional License Payment Due July 1	Second Installment Additional License Payment Due Nov. 1
1 2014	8000		

2 2015	8240	3862.50	3862.50
3 2016	8487.20	3978.37	3978.37
4 2017	8741.81	4097.72	4097.72
5 2018	9004.07	4220.65	4220.65
6 2019	9274.19	4347.27	4347.27
7 2020	9552.41	4477.69	4477.69
8 2021	9838.99	4612.02	4612.02
9 2022	10134.16	4750.38	4750.38
10 2023	10438.18	4892.89	4892.89
11* 2024	10751.33	5039.68	5039.68
12* 2025	11073.87	5190.87	5190.87
13* 2026	11406.08	5346.60	5346.60
14* 2027	11748.26	5507.00	5507.00
15* 2028	12100.71	5672.21	5672.21
16* 2029	12463.73	5842.37	5842.37
17* 2030	12837.65	6017.64	6017.64
18* 2031	13222.78	6198.17	6198.17
19* 2032	13619.46	6384.12	6384.12
20* 2033	14028.048	6575.64	6575.64

* - License Year and License Payments subject to timely and enforceable Option exercise by Company.

** - License Payment for License Year 20 (2033) shall be due and payable on or before April 1, 2033 and pro-rated if this Agreement is not renewed.

(b) In addition to the payments of License Payment pursuant to Section 2.6(a) hereof, throughout the term of this License Agreement, the Company shall pay to the Village as additional License Payment, within thirty (30) days of the receipt of demand therefor, an amount equal to the sum of the expenses of the Village and the members thereof incurred in connection with the Village's enforcement of any Event of Default incurred by the Company hereunder.

(c) The Company agrees to make the above-mentioned payments, without any further notice, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public or private debts. In the event the Company shall fail to timely make any payment required in this Section 2.6 (on or before September 1 in License Years 1-19 and June 1 in License Year 20), the Company shall pay a \$250.00 monthly penalty accruing on the first day following the date of non-payment and the first day of each calendar month following the date of non-payment.

(d) Construction, Installation and Maintenance of Marina Improvements. As a component of License Payments payable by the Company hereunder, without diminishment or offset to the License Payments payable pursuant to Section 2.6(a), above, the Company shall, at its exclusive cost and expense and no later than March 1, 2015: (i) install and maintain new septic pump out equipment (along with related utility connections and upgrades as necessary) within the Facility that shall be available for public use; (ii) install and maintain bathroom facilities upon the Land and as a Component of the Facility that shall be available for public use; (iii) install and maintain additional dockage and gangway improvements within the Facility that shall be available for public use; and (iv) construction and installation of all necessary utility connections (water, sewer and electricity) to support both the Vessel and the foregoing (collectively, the foregoing being collectively referred to as the "Marina Improvements"). The Marina Improvements shall be installed in accordance and consistent with the plans and specifications attached hereto as Exhibit B. The final plans and types of equipment and materials to be installed by the Company in connection with the Marina Improvements, along with the location of dedicated slips, shall be subject to prior review and written approval by the Village. The Company shall provide the Village with copies of all construction contracts for the Marina Improvements. Time is of the essence for performance of the Company's obligations to secure permits for, construct and install the Marina Improvements.

The Company acknowledges and agrees that the Company's obligation to undertake foregoing Marina Improvements (collectively, the "Capital Improvement Obligations") are a material inducement for the Village's provision of this License Agreement and failure to undertake same in accordance with the terms hereof shall be a material Event of Default hereunder. The Company further acknowledges and agrees that failure to timely complete the Capital Improvement Obligations will result in loss of the Option, as defined herein.

The Company shall apply for and secure all necessary permits and authorizations necessary to undertake the Capital Improvement Obligations and provide copies of same to the Village. The Company acknowledges that the Capital Improvement Obligations must be completed on or before March 1, 2015, unless waived in writing by the Village with such reasonable conditions as may be required by the Village, including the Company's provision of a performance bond in an amount no less than 150% of the estimated remaining costs of the Capital Improvement Obligations. The Company acknowledges and agrees that the Capital

Improvement Obligation activities undertaken pursuant to this License will be improvements to the Village-owned Property and therefore shall comply with all applicable laws and regulations relating thereto, including, but not limited to Section 220 of the Labor Law of the State of New York. The Company may not conduct any commercial activities within the Marina, nor may the Company host or conduct any private gatherings or events within the Marina until the Village has inspected, approved and accepted the Marina Improvements as completed by the Company.

(f) Maintenance of Marina Improvements. As a component of License Payments payable by the Company hereunder, without diminishment or offset to the License Payments payable pursuant to Section 2.6(a), above, the Company shall, at its exclusive cost and expense undertake the continual and timely maintenance of the Marina Improvements, including those areas designated within Exhibit A, hereto, for the Term hereof. The Company's maintenance obligations shall include janitorial maintenance and supply of the public restroom building, refuse collection and removal within the designated maintenance area each year for the period April 1 through October 31. The Company shall further undertake the immediate repair of any damaged conditions within the designated area for items reasonably estimated to cost \$100.00 or less for repairs (including such repair required within the restroom facility, landscaping, etc.) The foregoing maintenance activities shall be subject to review and continued approval by the Village, by and through the Department of Public Works. The Company shall provide the Village with advance notice of repairs to be undertaken and shall further provide the Village with all invoices and documentation relating to expenses incurred for materials and labor. The Village, in its exclusive discretion, and upon notice to the Company, may elect to undertake self-help to undertake the within-described maintenance obligations in the absence of the Company's compliance with this section. In such an event, the Village may charge the Company with supplemental License Payments for the value of such services performed by the Village, and such supplemental License Payment shall be due and payable within 30 days of demand therefore.

The Company acknowledges and agrees that the foregoing maintenance obligations are a material inducement for the Village's provision of this License Agreement and failure to undertake same in accordance with the terms hereof shall be a material Event of Default hereunder. The Company further acknowledges and agrees that failure to continually perform same will result in loss of the Option, as defined herein.

Section 2.7. Obligations of Company Hereunder Unconditional. Other than as set forth herein, the obligations of the Company to make the payments required in Section 2.6 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Company and shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it may otherwise have against the Village. The Company agrees it will not (i) suspend, discontinue or abate any payment or performance obligation required by Section 2.6 hereof (other than as permitted pursuant to Section 3.3 hereof) or (ii) fail to observe any of its other covenants or agreements in this License Agreement or (iii) except as provided in Section 8.1 hereof, terminate this License Agreement.

ARTICLE III
MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

Section 3.1. Maintenance and Modifications of Facility by Company. (a) The Company agrees that during the term of this License Agreement it will (i) keep the Facility in safe condition for continuous use, operation and public access; (ii) make all necessary repairs and replacements to the Facility (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen); (iii) operate the Facility in a sound and prudent manner; (iv) operate the Facility such that it continues to qualify as a “project” under the Act and pursuant to the terms contained herein; and (v) indemnify and hold the Village harmless from any liability or expenses from the failure by the Company to comply with (i), (ii), (iii) or (iv) above.

(b) Upon at least 90 days’ notice through written request to the Village, and subject to the Village’s sole discretion, the Company, at its own expense, from time to time may make any structural addition, modifications or improvements to the Facility or any addition, modifications or improvements to the Facility or any part thereof which it may deem desirable for its business purposes and uses. All such structural additions, modifications or improvements so made by the Company shall become a part of the Facility. The Company shall comply with all applicable laws and regulations with respect to any Village-approved structural addition, modifications or improvements to the Facility.

Section 3.2. Installation of Additional Equipment. The Company, from time to time, may install additional machinery, equipment or other personal property in the Facility (which may be attached or affixed to the Facility), and such non-fixture machinery, equipment or other personal property shall not become, or be deemed to become, a part of the Facility. The Company, from time to time, may remove or permit the removal of such machinery, equipment or other personal property.

Section 3.3. [RESERVED]

Section 3.4. Insurance Required. At all times throughout the License Term, including, without limitation, during any period of rehabilitation and construction of the Facility, the Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Facility, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company; or as an alternative to the foregoing the Company may insure the Facility under a blanket insurance policy or policies covering not only the Facility but other properties as well, provided a periodic appraisal is performed and provided to the Village.

(b) Workers’ compensation insurance, disability benefits insurance and each other form of insurance which the Village or the Company is required by law to provide, covering loss

resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Facility.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 5.2 hereof) and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than \$5,000,000, protecting the Company against any loss or liability or damage for personal injury or property damage.

Section 3.5. Additional Provisions Respecting Insurance. (a) All insurance required by Section 3.4(a) hereof shall name the Village as a named insured and all other insurance required by Section 3.4 shall name the Village as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Village, and (ii) at least thirty (30) days' prior written notice of the cancellation thereof to the Company and the Village.

(b) All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with the Village on or before the commencement of the term of this License Agreement. Prior to expiration of the policy evidenced by said certificates, the Company shall furnish the Village evidence that the policy has been renewed or replaced or is no longer required by this License Agreement.

(c) Within one hundred twenty (120) days after the end of each of its fiscal years, the Company shall file with the Village a certificate of the Company to the effect that the insurance it maintains with respect to the Project complies with the provisions of this Article III and that duplicate copies of all policies or certificates thereof have been filed with the Village and are in full force and effect.

Section 3.6. Application of Net Proceeds of Insurance. The net proceeds of the insurance carried pursuant to the provisions of Section 3.4 hereof shall be applied as follows:

(i) the net proceeds of the insurance required by Section 3.4(a) hereof shall be applied as provided in Section 4.1 hereof, and

(ii) the net proceeds of the insurance required by Section 3.4(b) and (c) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 3.7. Right of Village to Pay Taxes, Insurance Premiums and Other Charges. If the Company fails (i) to pay any tax, assessment or other governmental charge required to be paid by Section 3.3 hereof or (ii) to maintain any insurance required to be maintained by Section 3.4 hereof, the Village may pay such tax, assessment or other governmental charge or the premium for such insurance. The Company shall reimburse the Village for any amount so paid together with interest thereon from the date of payment at twelve percent (12%) per annum.

ARTICLE IV **DAMAGE, DESTRUCTION AND CONDEMNATION**

Section 4.1. Damage or Destruction. (a) If the Facility shall be damaged or destroyed (in whole or in part) at any time during the term of this License Agreement:

(i) the Village shall have no obligation to replace, repair, rebuild or restore the Facility;

(ii) there shall be no abatement or reduction in the amounts payable by the Company under this License Agreement, except that the Company shall have certain rights to terminate this License Agreement in accordance with Section 8.1 hereof); and

(iii) except as otherwise provided in subsection (b) of this Section 4.1, and subject to the Company's rights to terminate this License Agreement pursuant to Section 8.1 hereof, the Company shall promptly replace, repair, rebuild or restore the Facility to substantially the same condition and value as an operating entity as existed prior to such damage or destruction, with such changes, alterations and modifications as may be desired by the Company and may use insurance proceeds for all such purposes.

All such replacements, repairs, rebuilding or restoration made pursuant to this Section 4.1, whether or not requiring the expenditure of the Company's own money, shall automatically become a part of the Facility as if the same were specifically described herein.

(b) The Company shall not be obligated to replace, repair, rebuild or restore the Facility, and the net proceeds of the insurance shall not be applied as provided in subsection (a) of this Section 4.1, if the Company shall exercise its option to terminate this License Agreement pursuant to Section 8.1 hereof.

(c) The Company may adjust all claims under any policies of insurance required by Section 3.4(a) hereof.

Section 4.2. Condemnation. (a) If at any time during the term of this License Agreement the whole or any part of title to, or the use of, the Facility shall be taken by condemnation, the Village shall have no obligation to restore or replace the Facility and there shall be no abatement or reduction in the amounts payable by the Company under this License Agreement through the date of such taking. The Village shall have the exclusive right to any

condemnation award, subject only to the rights of third parties under contract (other than the Company).

Except as otherwise provided in subsection (b) of this Section 4.2, the Company may:

(i) in the case of a partial taking by condemnation, and using Company funds and funds as may be provided by the Village from the proceeds of condemnation award, restore the Facility (excluding any land taken by condemnation) to substantially the same condition and value as an operating entity as existed prior to such condemnation, or

(ii) in the case of a partial taking by condemnation, and using Company funds and funds as may be provided by the Village from the proceeds of condemnation award, acquire, by construction or otherwise, facilities of substantially the same nature and value as an operating entity as the Facility subject to Village consent.

The Facility, as so restored, or the substitute facility, whether or not requiring the expenditure of the Company's own moneys, shall automatically become part of the Facility as if the same were specifically described herein.

(b) In the case of a total taking by condemnation, the Company shall not be obligated to restore the Facility or acquire a substitute facility, and the net proceeds of any condemnation award shall not be applied as provided in Section 4.2(a) above. In such an event, this License Agreement shall automatically terminate upon such taking.

(c) The Village and Company shall cooperate fully in the handling and conduct of any condemnation proceeding with respect to the Facility. In the event that any condemnation of the Premises or Facility (in whole or in part) is determined by the Company in its reasonable discretion to substantially interfere with prospective operation by the Company of the Premises and Facility as intended and permitted hereunder, the Company (i) shall not be obligated to restore the Facility or acquire a substitute facility, (ii) the net proceeds of any condemnation award shall not be applied as provided in Section 4.2(a) above, and (iii) the Company shall terminate this License Agreement in accordance with Section 8.1 hereof.

Section 4.3. Condemnation of Company-Owned Property. The Company shall be entitled to the proceeds of any condemnation award or portion thereof made for damage to or taking of any non-fixture personal property which, at the time of such damage or taking, is not part of the Facility, plus the fair market value of the Company's interest in remaining term of this License, along with an award for Vessel Relocation Fee and/or remaining Break Fee, as may be determined by the applicable court in accordance with the provisions of the Eminent Domain Procedure Law ("EDPL").

ARTICLE V **SPECIAL COVENANTS**

Section 5.1. No Warranty of Condition or Suitability by the Village. THE VILLAGE MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE

CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE FACILITY OR THAT IT IS OR WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS.

Section 5.2. Hold Harmless Provisions. The Company hereby releases the Village from, agrees that the Village shall not be liable for, and agrees to indemnify, defend and hold the Village and its executive director, officers, members, directors, agents (other than the Company) and employees, and their respective successors, assigns or personal representatives, harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Facility or (ii) liability arising from or expense incurred by the Village's leasing of the Facility, including, without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Village, or any of its respective members, directors, officers, agents (other than the Company) or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; *except, however*, that, such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law.

Section 5.3. Right to Inspect the Facility. The Village and its duly authorized agents shall have the right at all reasonable times and upon reasonable notice to inspect the Facility, including the Vessel. Notwithstanding the foregoing, the Village and its duly authorized agents shall have the right to enter and inspect the Facility, including the Vessel, without advance notice during regular business hours and/or in furtherance of the Village's right to protect the health, safety and welfare of residents and invitees within the Marina.

Section 5.4. Agreement to Provide Information. The Company agrees, whenever requested by the Village, to provide and certify or cause to be provided and certified, without delay, such information concerning the Company, the Company's employment history and statistics related thereto, the Facility and other topics necessary to enable the Village to make any report required by law or governmental regulation or as otherwise reasonably requested by the Village.

Section 5.5. Books of Record and Account; Financial Statements. The Company at all times agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all business and affairs of the Company relating to the Facility.

Section 5.6. Compliance With Orders, Ordinances, Etc. (a) The Company agrees that it will, throughout the term of this License Agreement, promptly comply in all material respects with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, companies

or associations insuring the premises, courts, authorities, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof, or to any use, manner of use or condition of the Facility or any part thereof.

(b) Notwithstanding the provisions of subsection (a) of this Section 5.6, the Company may in good faith contest the validity of the applicability of any requirement of the nature referred to in such subsection (a). In such event, the Company may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom. The Company shall give notice of the foregoing to the Village and failure to timely do so shall be a breach of this License Agreement.

Section 5.7. Discharge of Liens and Encumbrances. (a) The Company shall not permit or create or suffer to be permitted or created any lien upon the Facility or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied with respect to the Facility or any part thereof except any liens existing on the date hereof. This provision shall not prohibit the Approved Liens as they are defined in Section 6.1(a) hereof.

(b) Notwithstanding the provisions of subsection (a) of this Section 5.7, the Company may in good faith contest any such lien. In such event, the Company, with prior written notice to the Village, may permit the items so contested to remain undischarged and unsatisfied for a period of no longer than thirty (30) days, during such period the Company may appeal therefrom, unless the Village shall notify the Company to promptly secure payment of all such unpaid items by filing the requisite bond, in form and substance satisfactory to the Village, thereby causing said lien to be removed.

ARTICLE VI
ASSIGNMENTS AND SUBLICENSE PROHIBITED;
NO MORTGAGE OR PLEDGE OF INTERESTS

Section 6.1. Under no circumstances may the Company, nor shall the Village be required to mortgage any interest in the Facility, nor shall the Village grant a security interest in or assign its rights to receive the License Payments described in Section 2.6 hereof or its rights to be indemnified under Sections 1.2(d), 1.2(g), 2.1, 3.1(a) and 5.2 hereof or (i) the right of the Village on its own behalf to receive all opinions of counsel, reports, financial information, certificates, insurance policies or binders or certificates, or other notices or communications required to be delivered to the Village hereunder or otherwise reasonably requested by the Village; (ii) the right of the Village to grant or withhold any consents or approvals required of the Village hereunder; (iii) the right of the Village in its own behalf to enforce the obligation of the Company to undertake its obligations hereunder; (iv) the right of the Village to amend with the Company this License Agreement; (v) the right of the Village on its own behalf to declare an Event of Default under Section 7.1 hereof; and (vi) the right of the Village as to any of the foregoing, exercisable with respect to any sublicensees (collectively, the “Unassigned Rights”).

Section 6.2. Removal of Equipment. (a) The Village shall not be under any obligation to remove, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary item of Equipment. In any instance where the Company determines that any item of Equipment has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item of Equipment from the Facility and may sell, trade-in, exchange or otherwise dispose of the same, as a whole or in part.

Section 6.3. Assignment and Subleasing. (a) This License Agreement may not be assigned or sublicensed in whole or in part except to a Related Person of the Company (as that term is defined in subparagraph (C) of paragraph three of subsection (b) of section four hundred sixty-five of the Internal Revenue Code of 1986, as amended, hereinafter "Related Person"), and the Facility may not be sublicensed, in whole or in part, by the Company except to a Related Person of the Company without the prior written consent of the Village. Any assignment of this License Agreement shall require the prior written consent of the Village upon application 45 days prior to a regularly scheduled meeting of the Village. A transfer in excess of 50% of the equity voting interests of the Company, other than to a Related Person of the Company, shall be deemed an assignment and require the prior written consent of the Village.

Any assignment or License, if and once approved by the Village, shall be on the following conditions, as of the time of such assignment:

- (i) no assignment shall relieve the Company from primary liability for any of its obligations hereunder;
- (ii) the assignee shall assume the obligations of the Company hereunder to the extent of the interest assigned; and
- (iii) the Company shall, within ten (10) days after the delivery thereof, furnish or cause to be furnished to the Village a true and complete copy of such assignment and the instrument of assumption.

If the Village shall so request, as of the purported effective date of any assignment pursuant to subsection (a) above, the Company at its cost shall furnish the Village with an opinion, in form and substance satisfactory to the Village as to items (i), (ii) and (iv) above.

(b) Any such assignment or License is subject to the review and approval by the Village and its counsel (at no cost to the Village; any such cost to be paid by the Company, including attorneys' fees), and shall contain such terms and conditions as reasonably required by the Village and its counsel.

ARTICLE VII **DEFAULT**

Section 7.1. Events of Default Defined. (a) Each of the following shall be an "Event of Default" under this License Agreement:

(1) If the Company fails to pay the amounts required to be paid pursuant to Section 2.6 of this License Agreement and/or timely undertake any obligations set forth within Section 2.6, and such failure shall have continued for a period of ten (10) days after the Village gives written notice of such failure to the Company; or

(2) If there is any purposeful, willful and knowing breach by the Company of any of its other agreements or covenants set forth in this License Agreement; or

(3) If there is any failure by the Company to observe or perform any other covenant, condition or agreement required by this License Agreement to be observed or performed and such failure shall have continued for a period of thirty (30) days after the Village gives written notice to the Company specifying that failure and stating that it be remedied, or in the case of any such default which can be cured with due diligence but not within such thirty (30) day period, the Company's failure to proceed promptly to cure such default and thereafter prosecute the curing of such default with due diligence; or

(4) If any representation or warranty of the Company contained in this License Agreement is incorrect in any material respect; or

(5) If an Event of Default shall occur under any Agreement entered into by the Company and the Village of Port Chester Industrial Development Agency ("PCIDA"); or

(6) Failure by the Company to operate the Facility for a period exceeding 60 days between May 1 and October 31 in any given year.

(b) Notwithstanding the provisions of 7.1(a) above, if by reason of force majeure either party hereto shall be unable in whole or in part to carry out its obligations under this License Agreement and if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this License Agreement of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The suspension of such obligations for such period pursuant to this subsection (b) shall not be deemed an Event of Default under this Section 7.1. Notwithstanding anything to the contrary in this subsection (b), an event of force majeure shall not excuse, delay or in any way diminish the obligations of the Company to make the payments required by Sections 2.6 and 3.3 hereof, to obtain and continue in full force and effect the insurance required by Section 3.4 hereof, to provide the indemnity required by Section 5.2 hereof and to comply with the terms of Sections 5.2, 5.3, 5.6, 5.7, and 7.1(a)(1) hereof. The term "force majeure" as used herein shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, acts, priorities or orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, governmental subdivisions, or officials, any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, shortages of labor or materials or delays of carriers, partial or entire failure of utilities, shortage

of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault. The party claiming such inability shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lock-outs and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout and other industrial disturbances by acceding to the demands of the opposing party or parties.

Section 7.2. Remedies on Default. Whenever any Event of Default shall have occurred and be continuing, the non-defaulting party may take, to the extent permitted by law, any one or more of the following remedial steps:

(1) Upon an Event of Default by the Company, the Village may declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable: (i) all unpaid installments of License Payments payable pursuant to Section 2.6(a) hereof and (ii) all other payments due under this License Agreement.

(2) Take any other action as it shall deem necessary to cure any such Event of Default, provided that the taking of any such action shall not be deemed to constitute a waiver of such Event of Default.

(3) Take any other action at law or in equity which may appear necessary or desirable to collect the payments then due or thereafter to become due hereunder, and to enforce the obligations, agreements or covenants of the Company under this License Agreement.

(4) Terminate this License Agreement.

Section 7.3. Remedies Cumulative. No remedy herein is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this License Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Agreement to Pay Attorneys' Fees and Expenses. In the event that either party should default under any of the provisions of this License Agreement and the non-defaulting party should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the non-defaulting party herein contained, the defaulting party shall, on demand therefor, pay to the non-defaulting party, the reasonable fees of such attorneys and such other expenses so incurred. Any such payments demanded of the Company shall be deemed additional License Payment in accordance with Section 2.6(b) hereof.

Section 7.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained herein should be breached by any party and thereafter waived by any other

Port Chester, New York 10573
Attn: Village Manager

With Copy To: Harris Beach PLLC
677 Broadway, Suite 1101
Albany, New York 12207
Attn: Justin S. Miller, Esq.

To the Company: Hotshot Holdings, LLC
30 Morgan Avenue
Greenwich, Connecticut 06830

With Copy To: Feinstein & Naishtut, LLP
211 South Ridge Street
Rye Brook, New York 10573

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this section.

Section 9.2. Binding Effect. This License Agreement shall inure to the benefit of and shall be binding upon the Village, the Company and their respective successors and assigns.

Section 9.3. Severability. In the event any provision of this License Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.4. Amendments, Changes and Modifications. This License Agreement may not be amended, changed, modified, altered or terminated without the concurring written consent of the parties hereto.

Section 9.5. Execution of Counterparts. This License Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

Section 9.6. Applicable Law. This License Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York for contracts to be wholly performed therein.

Section 9.7. Recording and Filing. This License Agreement (or a memorandum thereof) shall be recorded or filed, as the case may be, in the Office of the Clerk of Schuyler

County, New York, or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.

Section 9.8. Survival of Obligations. This License Agreement shall survive the performance of the obligations of the Company to make payments required by Section 2.6 and all indemnities shall survive any termination or expiration of this License Agreement.

Section 9.9. Section Headings Not Controlling. The headings of the several sections in this License Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this License Agreement.

Section 9.10. No Broker. Village and Company represent and warrant to the other that neither the Village nor the Company has dealt with any broker or finder entitled to any commission, fee, or other compensation by reason of the execution of this License Agreement, and each party agrees to indemnify and hold the other harmless from any charge, liability or expense (including attorneys' fees) the other may suffer, sustain, or incur with respect to any claim for a commission, fee or other compensation by a broker or finder claiming by, through or under the other party.

Section 9.11. No Recourse; Special Obligation. (a) The obligations and agreements of the Village contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Village, and not of any member, officer, agent (other than the Company) or employee of the Village in his/her individual capacity, and the members, officers, agents (other than the Company) and employees of the Village shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(b) The obligations and agreements of the Village contained hereby shall not constitute or give rise to an obligation of the State of New York or Westchester County, New York and neither the State of New York nor Westchester County, New York shall be liable hereon or thereon and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Village, but rather shall constitute limited obligations of the Village, payable solely from the revenues of the Village derived and to be derived from the sale or other disposition of the Facility.

(c) No order or decree of specific performance with respect to any of the obligations of the Village hereunder shall be sought or enforced against the Village unless (i) the party seeking such order or decree shall first have requested the Village in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Village shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the Village refuses to comply with such request and the Village's refusal to comply is based on its reasonable expectation that it will

incur fees and expenses, the party seeking such order or decree shall place, in an account with the Village, an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Village refuses to comply with such request and the Village's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Village and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.

Section 9.12. No Joint Venture Created. The Village and the Company mutually agree that by entering into this License Agreement the parties hereto are not entering into a joint venture.

(Remainder of page intentionally left blank)

[Signature Page to Marina License Agreement]

IN WITNESS WHEREOF, the Village and the Company have caused this License Agreement to be executed in their respective names, all as of the date first above written.

VILLAGE OF PORT CHESTER, NEW YORK

By: _____
Neil J. Pagano, Mayor

SHOWBOAT RIVERBOAT, LLC, as Boat
Owner and Licensee hereunder

By: _____
Name:
Title:

HOT SHOT HOLDINGS, LLC, as Operator
and Licensee hereunder

By: _____
Name:
Title:

[Acknowledgment Page to Marina License Agreement]

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

On the __ day of July in the year 2014, before me, the undersigned, 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 executed the same in his capacity, and that by his signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the __ day of July in the year 2014, before me, the undersigned, 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 executed the same in his capacity, and that by his signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument..

Notary Public

PERFORMANCE GUARANTY

For good and valuable consideration, WILLIAM FRENZ (the "Guarantor"), hereby irrevocably, absolutely and unconditionally guarantees to the Village of Port Chester (the "Village") and its assigns the full and prompt payment of all indebtedness, liabilities and obligations of Showboat Riverboat, LLC and Hot Shot Holdings, LLC hereunder including, without limitation, the payment of the principal amount of the respective obligations and all interest, fees, costs and expenses. The within guarantees are independent of and in addition to any other guaranty, endorsement, collateral, remedy, statutory right or other agreement held by the Village or its assigns and are a guaranty of payment and performance, not of collection.

Dated: As of _____, 2014

By: _____
Name:

Title:

State of New York)
County of _____) *ss.:*

On the __ day of _____ in the year 2014, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A
FACILITY SITE

EXHIBIT B

MARINA IMPROVEMENTS

CORRESPONDENCE



VILLAGE OF PORT CHESTER

Village Clerk

222 Grace Church Street, Port Chester, New York 1057

Phone (914) 939-5202 • Fax (914) 305-2560

www.portchesterny.com

Received

JUN 18 2014

Village Clerk
VILLAGE OF PORT CHESTER

TO: Mayor and Board of Trustees
c/o Village Clerk
Village of Port Chester
222 Grace Church Street
Port Chester, N.Y. 10573

APPEAL

In accordance with the provisions of Section 268-9 of the Village Code, I, Chester B Edwards, owner of property located at 96 Hawley Avenue Port Chester, New York, also designated as Section 136 Block 45 and Lot 2-6 on the Tax Map of the Town of Rye, hereby make hereby make application and appeal to the Board of Trustees for review with regard to the attached Sewer Rent Bill dated 5/20/2014 for the period from 6/1/2013 to 3/24/2014.

(please attach a copy of the referred to Sewer Rent Bill)

The grounds of my appeal are as follows: (check appropriate box)

- That the amount of water consumption reflected on the attached Sewer Rent Bill is not correct. * The Village will refer this matter to United Water Westchester, Inc. for their comment prior to hearing.
- That the fee amount in the attached Sewer Rent Bill should be adjusted because a significant portion of the water consumed during the period indicated on the attached Sewer Rent Bill was not discharged into the Village Sanitary Sewer System.

To claim a grievance under option 2, include all evidence to support the degree and amount of water usage that is claimed to be applied for uses that did not result in discharges into the sanitary sewer system. Detail the uses for the water, the equipment that was used, the holding capacity or flow capacity of that equipment, the average amount of time that equipment was in use etc. and state the non-sanitary sewer destination for such water during the time period to be adjusted. Note that the Board may grant an adjustment of the amount of water consumption to be used as the basis for the sewer rent, but in no event shall such adjustment exceed ten (10) percent of consumption.

3. Other. Please describe below.

During this time period, my water usage consumed but not discharged includes:

- ① Refill of above-ground swimming pool (5000 gallons)
- ② Two-zone sprinkler system operated for 6 months for front and backyard lawn and garden areas

Provide all documentation supporting your claim under option #3.

Maq R. Ezzam

Signature of owner

914-937-4443

Phone # of Owner

6/16/2014

Date

FOR VILLAGE USE ONLY

Date of Receipt: _____

Date of Referral to Staff: _____

Date of Report and Recommendation: _____ (copy annexed):

DETERMINATION

Upon review of the foregoing, the Board of Trustees of the Village of Port Chester hereby GRANTS /DENIES (circle one) the application and appeal of _____

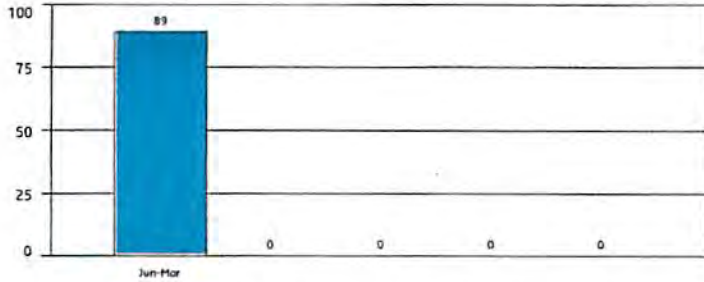


VILLAGE OF PORT CHESTER SEWER RENT
 Serviced by United Water Westchester

Village of Port Chester Sewer Rent
 Customer Service Center
 2525 Palmer Avenue
 New Rochelle, NY 10801
 Telephone: 888-876-1672
 www.unitedwater.com

pd 6/9 - 6/16/14
wellfargo

USAGE HISTORY
 Usage in Hundreds of Cubic Feet



Next meter reading date: on or about 06/23/2014

Billing Date: 05/20/14
Account Number: 07908679554480

Previous Balance	\$0.00
Payments Through 05/20/14	\$0.00
Balance Forward	\$0.00
Current Charges Due 06/13/2014	\$115.70
TOTAL AMOUNT DUE	\$115.70

*PAY BY 06/16/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: CHESTER EDWARDS

SERVICE ADDRESS: 96 HAWLEY AVE PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
83817265	06/01/13	03/24/14	296	0715	0804	89 EQUIVALENT TO	CCF	PRORATED ACTUAL 66,572 GALLONS	SWQ

SEW RENT 89.0000 @ \$1.30002
 TOTAL CURRENT CHARGES

\$115.70
 \$115.70

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

IMPORTANT MESSAGES

SEWER RENT - User charges established by the Village of Port Chester for the use of the sanitary sewer system. Your sewer rent is based on the total water consumption for the period. This bill represents the total sewer rent due for this period based on your water usage reflected above. All future bills will be issued on the same date as your water bill.

PLEASE DETACH HERE AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT IN THE RETURN ENVELOPE, PROVIDED.



Village of Port Chester Sewer Rent
 Customer Service Center
 2525 Palmer Avenue
 New Rochelle, NY 10801

Temp - Return Service Requested

SERVICE ADDRESS: 96 HAWLEY AVE
 PORT CHESTER NY

Please check this box if you have made any changes to the information on the reverse side.

001154



AUTO**SCH 5-DIGIT 10573 1154 T3:3 1154 1 AV 0.381
 CHESTER EDWARDS
 96 HAWLEY AVE
 PORT CHESTER NY 10573-2208



Account Number:	07908679554480
Balance Forward	\$0.00
Current Charges Due 06/13/2014	\$115.70
TOTAL AMOUNT DUE	\$115.70
<i>Please make payable to: VILLAGE OF PORT CHESTER SEWER RENT</i>	
Payment Amount Enclosed	\$ _____



VILLAGE OF PORT CHESTER SEWER RENT
 PO BOX 28327
 NEWARK NJ 07101-3159

07908679554480000000011570000000000



VILLAGE OF PORT CHESTER

Village Clerk

222 Grace Church Street, Port Chester, New York 1057

Phone (914) 939-5202 • Fax (914) 305-2560

www.portchesterny.com

Received

JUN 17 2014

Village Clerk
VILLAGE OF PORT CHESTER

Mayor and Board of Trustees
c/o Village Clerk
Village of Port Chester
222 Grace Church Street
Port Chester, N.Y. 10573

APPEAL

In accordance with the provisions of Section 268-9 of the Village Code, I, Michael Del Vecchio, owner of property located at 92 Hawley Ave Port Chester, New York, also designated as Section 136 Block 45 and Lot 2-7 on the Tax Map of the Town of Rye, hereby make hereby make application and appeal to the Board of Trustees for review with regard to the attached Sewer Rent Bill dated 5-20-14 for the period from 6-1-13 to 3-24-14.

(please attach a copy of the referred to Sewer Rent Bill)

The grounds of my appeal are as follows: (check appropriate box)

- That the amount of water consumption reflected on the attached Sewer Rent Bill is not correct. * The Village will refer this matter to United Water Westchester, Inc. for their comment prior to hearing.
- That the fee amount in the attached Sewer Rent Bill should be adjusted because a significant portion of the water consumed during the period indicated on the attached Sewer Rent Bill was not discharged into the Village Sanitary Sewer System.

To claim a grievance under option 2, include all evidence to support the degree and amount of water usage that is claimed to be applied for uses that did not result in discharges into the sanitary sewer system. Detail the uses for the water, the equipment that was used, the holding capacity or flow capacity of that equipment, the average amount of time that equipment was in use etc. and state the non-sanitary sewer destination for such water during the time period to be adjusted. Note that the Board may grant an adjustment of the amount of water consumption to be used as the basis for the sewer rent, but in no event shall such adjustment exceed ten (10) percent of consumption.

3. Other. Please describe below.

7 heads 2 zone 1hr Duration

Lawn Sprinkler System (1 hr Per day every other Day) Pool water 15' Round x 52" Deep

Provide all documentation supporting your claim under option #...

Michael DeLoach

914-481-4446

Signature of owner

Phone # of Owner

6-17-2014

Date

FOR VILLAGE USE ONLY

Date of Receipt: _____

Date of Referral to Staff: _____

Date of Report and Recommendation: _____ (copy annexed):

DETERMINATION

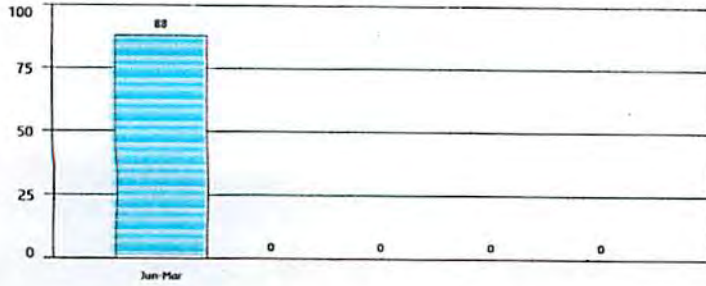
Upon review of the foregoing, the Board of Trustees of the Village of Port Chester hereby GRANTS /DENIES (circle one) the application and appeal of _____



VILLAGE OF PORT CHESTER SEWER RENT
 Serviced by United Water Westchester

Village of Port Chester Sewer Rent
 Customer Service Center
 2525 Palmer Avenue
 New Rochelle, NY 10801
 Telephone: 888-876-1672
 www.unitedwater.com

USAGE HISTORY
 Usage in Hundreds of Cubic Feet



Next meter reading date: on or about 06/23/2014

Billing Date: 05/20/14
Account Number: 07902393344473

Previous Balance	\$0.00
Payments Through 05/20/14	\$0.00
Balance Forward	\$0.00
Current Charges Due 06/13/2014	\$114.40
TOTAL AMOUNT DUE	\$114.40

***PAY BY 06/16/2014 TO AVOID A 1% LATE PAYMENT CHARGE**

SERVICE TO: MICHAEL DELVECCHIO

SERVICE ADDRESS: 92 HAWLEY AVE PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
80114818	06/01/13	03/24/14	296	1319	1407	88	CCF	PROBATED ACTUAL	SWU
						EQUIVALENT TO		65,824 GALLONS	

SEW RENT 88.0000 @ \$1.30002
 TOTAL CURRENT CHARGES

\$114.40
 \$114.40

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

IMPORTANT MESSAGES

SEWER RENT - User charges established by the Village of Port Chester for the use of the sanitary sewer system. Your sewer rent is based on the total water consumption for the period.
 This bill represents the total sewer rent due for this period based on your water usage reflected above. All future bills will be issued on the same date as your water bill.



VILLAGE OF PORT CHESTER

Village Clerk

222 Grace Church Street, Port Chester, New York 1057

Phone (914) 939-5202 • Fax (914) 305-2560

www.portchesterny.com

Received

JUN 20 2014

Village Clerk
VILLAGE OF PORT CHESTER

TO: Mayor and Board of Trustees
c/o Village Clerk
Village of Port Chester
222 Grace Church Street
Port Chester, N.Y. 10573

APPEAL

In accordance with the provisions of Section 268-9 of the Village Code, I, ENRICO CIANCIO, owner of property located at 91 HAWLEY AVE Port Chester, New York, also designated as Section 13645 Block 1 and Lot 15, on the Tax Map of the Town of Rye, hereby make hereby make application and appeal to the Board of Trustees for review with regard to the attached Sewer Rent Bill dated 5/20/14 for the period from 6/1/13 to 3/24/14.

(please attach a copy of the referred to Sewer Rent Bill)

The grounds of my appeal are as follows: (check appropriate box)

- That the amount of water consumption reflected on the attached Sewer Rent Bill is not correct. * The Village will refer this matter to United Water Westchester, Inc. for their comment prior to hearing.
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3. Other. Please describe below.

Sprinkler system

2 zones front and back
1 hour a day

Provide all documentation supporting your claim under option #3.

Enrico Ciancio

914-937-0823

Signature of owner

Phone # of Owner

6-20-2014

Date

FOR VILLAGE USE ONLY

Date of Receipt: _____

Date of Referral to Staff: _____

Date of Report and Recommendation: _____ (copy annexed):

DETERMINATION

Upon review of the foregoing, the Board of Trustees of the Village of Port Chester hereby GRANTS /DENIES (circle one) the application and appeal of _____



VILLAGE OF PORT CHESTER SEWER RENT
 Serviced by United Water Westchester

Village of Port Chester Sewer Rent
 Customer Service Center
 2525 Palmer Avenue
 New Rochelle, NY 10801
 Telephone: 888-876-1672
 www.unitedwater.com

USAGE HISTORY
 Usage in Hundreds of Cubic Feet



Next meter reading date: on or about 06/23/2014

Billing Date: 05/20/14
Account Number: 07903586588161

Previous Balance	\$0.00
Payments Through 05/20/14	\$0.00
Balance Forward	\$0.00
Current Charges Due 06/13/2014	\$107.90
TOTAL AMOUNT DUE	\$107.90

*PAY BY 06/16/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: ENRICO CIANCIO

SERVICE ADDRESS: 91 HAWLEY AVE PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
90208119	06/01/13	03/24/14	296	0222	0305	83	CCF	PRORATED ACTUAL	SWQ
						EQUIVALENT TO		62,084 GALLONS	

SEW RENT 83.0000 @ \$1.30002
 TOTAL CURRENT CHARGES

\$107.90
 \$107.90

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

IMPORTANT MESSAGES

SEWER RENT - User charges established by the Village of Port Chester for the use of the sanitary sewer system. Your sewer rent is based on the total water consumption for the period.
 This bill represents the total sewer rent due for this period based on your water usage reflected above. All future bills will be issued on the same date as your water bill.

\$107.90 6/5/14

UNDERSTANDING YOUR BILL

CONSUMPTION UNIT OF MEASURE

CCF: 100 cubic feet, equivalent to 748 gallons

SEWER RATE


Set annually to cover the cost for maintaining the sanitary sewer System. For FY 2013-14 the rate is \$1.300020/CCF of water consumption.


PENALTIES

A penalty of 1% will be charged for any bill that remains unpaid after 25 days of issuance. An additional penalty of 1% shall be added for each succeeding month in which the sewer rent continues to remain unpaid.


CUSTOMER SERVICE

 BY TELEPHONE
888 876 1672


 BY FAX
914 637 5333


 IN PERSON / IN WRITING
United Water Westchester Customer Service Center
2525 Palmer Avenue
P.O. Box 469
New Rochelle, NY 10801
Monday through Friday (except holidays)
8:00 a.m. - 4:30 p.m.
Always remember to include your account number on any correspondence to us.


 BY E-MAIL
uwccustomerservice@unitedwater.com


 ONLINE
www.unitedwater.com/uwcc

PAYMENT OPTIONS

 BY TELEPHONE
To pay your bill by phone, call us at 888 608 6690. *A convenience fee applies for this service.*

 IN PERSON
Pay by cash, check or money order during business hours at our Customer Service Center.

 BY MAIL
For your convenience, a return envelope accompanies this statement and should be used to make payments by mail. Please include your bill stub to avoid a delay in processing your payment.
DO NOT SEND CASH.

 ONLINE
To pay your bill online please visit www.unitedwater.com and click on the Western Union SpeedPay link. A convenience fee applies for this service.

GENERAL INFORMATION

RATE SCHEDULE

A rate schedule is available upon request.

EMPLOYEE IDENTIFICATION

All company employees are uniformed and wear identification badges with the company logo, the employee's picture and name, and the date the card was issued. Please ask to see it, or call us to confirm an employee's name.

RESPONSIBILITY

The Property owner is responsible for the payment of the Sewer Rent.

UNPAID SEWER RENTS

Delinquent sewer rents, penalties and interest shall constitute a lien upon the real property. Delinquent accounts shall be subject to enforcement, including levying the said unpaid amount to be collected and enforced in the same manner as village taxes or commencing an action to recover same, all as authorized by General Municipal Law, Section 452.

SEWER RENT APPEAL PROCESS

Section 268-4. B Village Code

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

Received
JUL 1 2014
Village Clerk VILLAGE OF PORT CHESTER



VILLAGE OF PORT CHESTER

Village Clerk

222 Grace Church Street, Port Chester, New York 1057

Phone (914) 939-5202 • Fax (914) 305-2560

www.portchesterny.com

TO: Mayor and Board of Trustees
 c/o Village Clerk
 Village of Port Chester
 222 Grace Church Street
 Port Chester, N.Y. 10573

APPEAL

In accordance with the provisions of Section 268-9 of the Village Code, I, Antoinette - Walter Janecik, owner of property located at 35 Argyle Rd, Port Chester, New York, also designated as Section 135-52 Block 1 and Lot 17 on the Tax Map of the Town of Rye, hereby make hereby make application and appeal to the Board of Trustees for review with regard to the attached Sewer Rent Bill dated 6/23/2014 for the period from 6/1/2013 to 3/24/2014.

(please attach a copy of the referred to Sewer Rent Bill)

The grounds of my appeal are as follows: (check appropriate box)

- That the amount of water consumption reflected on the attached Sewer Rent Bill is not correct. * The Village will refer this matter to United Water Westchester, Inc. for their comment prior to hearing.
- That the fee amount in the attached Sewer Rent Bill should be adjusted because a significant portion of the water consumed during the period indicated on the attached Sewer Rent Bill was not discharged into the Village Sanitary Sewer System.

To claim a grievance under option 2, include all evidence to support the degree and amount of water usage that is claimed to be applied for uses that did not result in discharges into the sanitary sewer system. Detail the uses for the water, the equipment that was used, the holding capacity or flow capacity of that equipment, the average amount of time that equipment was in use etc. and state the non-sanitary sewer destination for such water during the time period to be adjusted. Note that the Board may grant an adjustment of the amount of water consumption to be used as the basis for the sewer rent, but in no event shall such adjustment exceed ten (10) percent of consumption.

3. Other. Please describe below.

I am trying to find out if my water is hooked up to Port Chester or Rye Brook because I don't know why I am getting this bill. I have spoken to both Rye Brook and Port Chester and no one is able to answer this question. I want to verify if this bill is valid. Also, I want to know if I am already paying for sewer rent in my Rye Brook taxes.

Please provide proof of me paying Rye Brook sewer rent or not paying it.

Provide all documentation supporting your claim under option #3.

Christelle M. James Jr.
Signature of owner

203-356-8647
Phone # of Owner

6/30/2014
Date

FOR VILLAGE USE ONLY

Date of Receipt:

7/1/2014

Date of Referral to Staff:

Date of Report and Recommendation:

(copy annexed)

DETERMINATION

Upon review of the foregoing, the Board of Trustees of the Village of Port Chester hereby GRANTS/DENIES (circle one) the application and appeal of:



Mellor Engine & Hose Co. No 3, Inc.

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

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

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

May 5, 2014

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

To whom it may concern:

The members of Mellor Engine & Hose Company #3, Inc. have elected Mr. Fernando Santamaria to active membership in our company. This action took place during our regular monthly meeting on May 5th, 2014.

Mr. Fernando Santamaria resides at 43 Fawcett Street, Port Chester, NY. We believe that Mr. Santamaria will be an asset to the Port Chester Fire Department. Upon completion of the necessary physical exam requirements, Mr. Santamaria will present a copy of this letter to your office.

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

Sincerely,

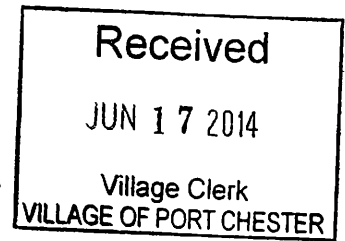
**Donna C. Gordiski
Secretary of Mellor E&H Co. #3**

Received

JUN 13 2014

**Village Clerk
VILLAGE OF PORT CHESTER**

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



June 5, 2014

Dear Friends, Members and Honorary Members,

Washington Engine & Hose Co #4 of the Port Chester Volunteer Fire Department is proud to announce the 50th Anniversary of one of our well respected members, George Marshall.

To celebrate George's 50 years of service you and your family are invited to a party in George's honor on Sunday, July 13. The event will begin at 1 PM under the tent in the backyard of the firehouse (Station 4) located at 464 Westchester Ave in Port Chester. Refreshments will be served and dress is casual.

Please RSVP regrets only to:
Paul Cregan
Email: pcc1655@optonline.net
Cell: 914 557 9352

We look forward to seeing you on July 13!

Sincerely,

A handwritten signature in black ink, appearing to read "P. Cregan".

Paul Cregan
Secretary

Please copy to the Mayor & Trustees

VICTOR & BERNSTEIN, P.C.
ATTORNEYS AT LAW

18 EAST 41ST STREET
NEW YORK, NEW YORK 10017

TEL 212/486-6000
FAX 212/486-8668

SAUL L. VICTOR
DONALD M. BERNSTEIN

MARTHA M. REDO
ALEXANDER B. VICTOR



June 16, 2014

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

Re: Port Chester Hall, Inc.
3 Broad Street
Port Chester, New York 10701
Serial No. 1271756

Dear Sir or Madam:

This firm represents the referenced entity (the "Licensee") which holds an On-Premises Liquor License at the referenced address (located within the Port Chester Train Station).

This letter is to notify the Village of Port Chester that the Licensee is filing a Request to Change Method of Operation with the New York State Liquor. The only change being sought is to include the potential for live music. There will be no change to the physical layout or any other change to its method of operation.

Please contact this office if you have any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Alexander B. Victor". The signature is stylized with large loops and a long horizontal stroke at the end.

Alexander B. Victor

Sileo, Vita

From: Richards, Janusz R
Sent: Wednesday, June 25, 2014 4:31 PM
To: Sileo, Vita
Subject: FW: Block Party Request--Munson Street

From: Steers, Christopher
Sent: Wednesday, June 25, 2014 4:31:06 PM (UTC-05:00) Eastern Time (US & Canada)
To: Richards, Janusz R; Sileo, Vita
Subject: Fwd: Block Party Request--Munson Street

For next regular agenda.

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Nicole Reis
Date: 06/25/2014 3:27 PM (GMT-05:00)
To: dbrakewoord@portchesterny.com, "Ceccarelli, Gene (Trustee)" , "Kenner, Joseph (Trustee)" , "Terenzi, Saverio (Trustee)" , "Marino, Luis (Trustee)" , "Pagano, Neil (Mayor)" , "Steers, Christopher" , "Adams, Gregory (Trustee)"
Subject: Block Party Request--Munson Street

Dear Mayor Pagano, Village Manager Steers, and Members of the Board of Trustees,

The residents of Munson Street are organizing a block party for this summer and would like to kindly request a permit to close off our street. The proposed date for our block party would be Saturday, August 23, 2014. We would like the street to be closed off from 3:00 p.m. - 11:00 p.m.

The portion of Munson Street that we would like to close off is between Indian Road and Hawley Avenue. Please note that Adams Avenue intersects with the middle of this portion of Munson, and that intersection would need to be closed off as well.

Please let us know if you need any further information and what our next steps would be.

Thank you for your time and consideration of this request.

Warm regards,
Nicole & Robert Reis
70 Munson Street
(914) 481-8559

June 26, 2014

File Number: 0009-201281

VIA E-MAIL AND U.S. MAIL

Anthony Cerreto
Village Attorney
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573
E-Mail: tcerreto@portchesterny.com

Re: Port Chester Metro North Station

Dear Mr. Cerreto:

I am a partner and litigator with the law firm of Sheppard, Mullin, Richter & Hampton LLP. I live in Rye Brook, New York, and each day I commute to my office in New York City from the Metro North station in Port Chester. I am also an advocate for people with disabilities, and volunteer my time, pro bono, on civil rights cases such as those under the Americans with Disabilities Act.

As you know, the northbound platform of the Port Chester train station is not accessible for persons with disabilities. While this oversight has always presented a serious barrier to individuals with disabilities, the construction of Port Chester Hall and related renovation of the station has made the situation untenable. In fact, the other day I personally observed someone in a wheelchair who had come to Port Chester from Grand Central Station to meet friends at Port Chester Hall. He was essentially stuck on the platform. After stating that he was going to crawl down the stairs, some of the good people of Port Chester lifted up his wheelchair and carried him down the long staircases. While I was very proud to see these residents offer to help, it was a shameful situation.

As a result of the forgoing, I am compelled to do whatever I can to fix this blatant violation of law and common sense. As I understand that the Village of Port Chester shares my concerns, I therefore would like to discuss with you the possibility of my firm providing assistance to the Village of Port Chester, on a pro bono basis.

Thank you for your attention to this very important matter.

Sincerely,



Daniel L. Brown

for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP



Columbus Day Celebration Committee

*P.O. Box 1048
Port Chester NY 10573*

Founded 1906



Edward T. Sexton
General Chairman

Toni Ganim
Vice Chairman

June 16, 2014



Dear Board Of Trustees,

The Columbus Day Parade Committee wants to extend a warm welcome to you, as we are proud to invite you to be part of our parade celebration in Port Chester and Rye Brook on Sunday, October 12, 2014 (Rain Date October 19, 2014) to honor Christopher Columbus.

Once again as in the past, we would like to ask for permission for the use of the Show Mobile to serve as our Reviewing Stand. It would be placed on the corner of Westchester Ave and Poningo Street. As you told us, that that would be a suitable Location.

Thanking you in advance, we hope to see you at our Columbus Day Parade on the 12th of October.

Very truly yours,

Edward T. Sexton
Chairman

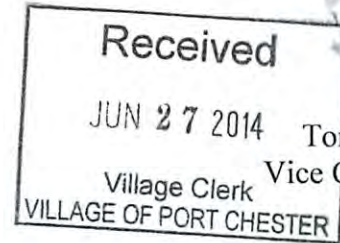


Columbus Day Celebration Committee

*P.O. Box 1048
Port Chester NY 10573*

Founded 1906

Edward T. Sexton
General Chairman



Toni Ganim
Village Clerk Vice Chairman

June 26, 2014

Honorable Neil Pagano &
Members of the Board or Trustees
Village of Port Chester
222 Grace Church Street
Port Chester, New York 10573

Re: 2014 Columbus Day Parade

Dear Mayor Pagano & Board Members:

The Columbus Day Celebration Committee held their first meeting in preparation for this year's parade and festivities. Our biggest challenge this year is to raise money to cover the cost for the bands and expenses for the parade, which is scheduled for Sunday, October 12, 2014 (Rain Date October 19, 2014).

The Committee appreciates the generosity from the Village of Rye Brook for their donations in the past years. Once again we come to you requesting your financial assistance for this year's parade and hope you will be able to increase your donation.

Thank you in also advance for your favorable response.

Very truly yours,

Edward T. Sexton
Chairman



Columbus Day Celebration Committee

*P.O. Box 1048
Port Chester NY 10573*

Founded 1906



Edward T. Sexton
General Chairman

Toni Ganim
Vice Chairman

Honorable Neil Pagano &
Members of the Board or Trustees
Village of Port Chester
222 Grace Church Street
Port Chester, New York 10573



September 14, 2014

Re: 2014 Columbus Day Parade

Dear Mayor Pagano & Board Members:

The Columbus Day Celebration Committee, which has met numerous times since first announcing the date. We do need to confirm that our event is scheduled for Sunday, October 12, 2013 with a rain date of October 19, 2014.

Westchester Avenue will be closed from Ridge Street to Broad Street from 1:30 PM to 3:30 PM on October 12th or on October 19th, the Rain Date.

Thank you in also advance for a favorable response.

Very truly yours,

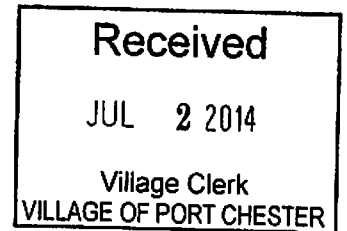
Edward T. Sexton
Chairman

CC:Port Chester Police Department

VILLAGE OF PORT CHESTER BOARD OF ETHICS

Joan M. Di Buono, Chairwoman
Rabbi Jaymee Alpert
Alex Payan
Evelyn Petrone, Esq.

Anthony M. Cerreto, Village Attorney, Counsel



MEMORANDUM

TO: Mayor Neil Pagano & Board of Trustees

FROM: Port Chester Board of Ethics

DATE: July 1, 2014

RE: Ethics Training

Gentlemen:

As you may know, the Board of Ethics has made it a priority to have ethics training for all Village of Port Chester officers and employees.

Village Attorney, Anthony Cerreto, has reached out to the New York Conference of Mayors which has agreed to sponsor an ethics training program in the Village of Port Chester that would also serve other neighboring NYCOM members. NYCOM Counsel, John Mancini, would conduct the training program which would be for about two hours. There would be no charge for this program.

Mr. Mancini has suggested the following three dates:

September 25th (Thursday)

October 1 (Wednesday)

October 2 (Thursday)

The program would be held for one of these evenings at the Port Chester Senior/Community Center which offers convenience and ample seating. We have contacted the Senior Program Director and so far there are no conflicts for the use of the Center with the senior citizens.

We respectfully request the use of the Senior/Community Center for what will be the Village's first comprehensive training program on ethics. We look forward to hearing from you so that we can finalize the arrangements.

Thank you for your time.

Joan M. Di Buono
Chairwoman, Board of Ethics

cc: C. Steers, Village Manager
A. Cerreto (on BOE list)
BOE Members



www.portchesterschools.org

Emailed Mayor 6-2-14
Port Chester-Rye Union Free School District

113 Bowman Avenue
Port Chester, New York 10573
914.934.7913

Joseph G. Durney
District Director
Curriculum Office

VILLAGE OF PORT CHESTER

JUL 02 2014

RECEIVED *M*

Ms. Heather Krakowski
Village of Port Chester Recreation Department
350 North Main Street
Port Chester NY 10573

July 11, 2014

Dear Heather,

I write to request use of the Columbus Park Soccer Field for our soccer program. Attached are the dates we request use of the field from 3:30 pm until approximately 6:00 pm for home Soccer Games.

Dates are subject to change due to weather etc. I will notify you in these cases.

Once approval is granted we will coordinate with your personnel on particulars. We make these requests in the same spirit of mutual benefit to our community residents as evidenced by our permission for the Recreation Department to use various facilities in the district for summer Recreation Dept camp, District school buildings for after school and evening Recreation Department programs, District tennis courts for Recreation Department programs, District fields for Recreation Department programs, etc). These dates over the course of a year represent a small fraction of the availability of the facility.

If there are any further requirements of the district in obtaining permission for field use, please contact me at your convenience. Attached is the insurance certificate.

It will be important from a planning perspective that you provide a response by mid-August.

Respectfully,


Joe Durney

Cc: Dr. Edward Kliszus
PCRUFSD BOE
Mayor Pagano



CERTIFICATE OF LIABILITY INSURANCE

06/11/2014

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SSPPCR001	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000
	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				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> NON-OWNED AUTOS					AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	ECLPCR001	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 10,000,000
	AGGREGATE \$ UNLIMITED				
	\$				
SCHOOL BOARD LIABILITY <input type="checkbox"/> <input type="checkbox"/>					OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$
OTHER					

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, to use Columbus and Recreation Park from 7/1/2014 to 6/30/2015.


CERTIFICATE HOLDER ADDITIONAL INSURED

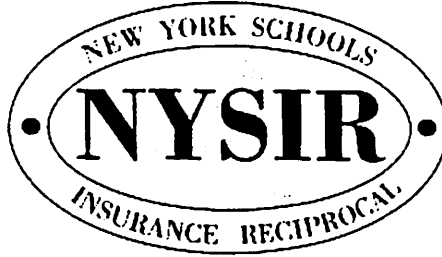
Village of Port Chester
 222 Grace Church Street
 Port Chester, NY 10573

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





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 Port Chester-Rye UFSD		Endorsement Number 4
Policy Number SSPPCR001	Policy Period 07/01/2014 - 07/01/2015	Effective Date of Endorsement 07/01/2014
Issued by (Name of Insurance Company) NEW YORK SCHOOLS INSURANCE RECIPROCAL		

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, to use Columbus and Recreation Park from 7/1/2014 to 6/30/2015.

All other terms and conditions to remain the same.

Authorized Representative

**PUBLIC COMMENTS
AND
BOARD COMMENTS**