

**VILLAGE OF PORT CHESTER
BOARD OF TRUSTEES
Meeting, Monday, August 4, 2014
Regular Meeting: 7:00 P.M.
VILLAGE JUSTICE COURTROOM
350 North Main Street
Port Chester, New York
AGENDA**

TIME: 7:00 P.M.

I	PUBLIC COMMENTS	ACTION
II	RESOLUTIONS	ACTION
	Administration	
1	Regarding an appointment of particular persons as Police Officers to Port Chester Police Department.	
2	Regarding Sewer Rent appeal: 91 Hawley Ave., Port Chester	
3	Regarding Sewer Rent appeal: 92 Hawley Ave., Port Chester	
4	Regarding Sewer Rent appeal: 96 Hawley Ave., Port Chester	
5	Set a Public Hearing to consider a license agreement with regard to the Showboat Riverboat, LLC and HotShot Holdings, LLC.	
6	Awarding BID for emergency repairs (BID-14-04)	
III	REPORT OF THE VILLAGE MANAGER	
IV	CORRESPONDENCE	ACTION
1	Sewer Rent Appeal regarding 26 Grace Church Street	
2	Sewer Rent Appeal regarding 168 Poningo Street	
3	Sewer Rent Appeal regarding 31 Pearl Street	
4	Sewer Rent Appeal regarding 53-57 Pearl Street	
5	Bethel Sounds of Praise Pentecostal Fellowship Ministries, Inc., requesting permission to block off the corner of Townsend Street entrance to the corner of Ryan Ave	
V	PUBLIC COMMENTS AND BOARD COMMENTS	ACTION

TIME: _____

PUBLIC COMMENTS

RESOLUTIONS

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 _____, of _____, New York, as police officer with appointment to be effective August 27, 2014.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

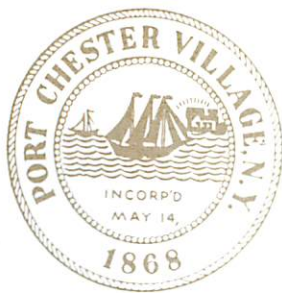
ROLL CALL

AYES:

NOES:

ABSENT:

DATE:



VILLAGE OF PORT CHESTER

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



Richard F. Conway
Chief of Police

(914) 939-1000
(914) 939-6402
Fax: (914) 939-2298
E-mail: RConway@vpcpd.com

TO: Mayor and Board of Trustees

From: Richard F. Conway
Police Chief

Date: July 30, 2014

Re: Recommendation for Appointment as Police Officer

I respectfully submit the following individual for recommendation to the position of Police Officer for the Village of Port Chester

Jeffrey S. Cave, 44 North Street, Mount Vernon, New York

The above individual is presently a Police Officer with the City of Mount Vernon Police Department and has been so employed for three and one half years. He has successfully completed recruit training as prescribed by the Municipal Police Training Council of the State of New York, and his required probationary period. He has been interviewed by the command staff of the Police Department and has successfully completed the background investigation process.

Approval by the Board of Trustees is now necessary in order to continue the appointment process.

This action must be completed in order for employment to begin by the August 27 pay period, and relieve a critical manpower shortage in the Patrol Division.

Respectfully Submitted

Richard F. Conway

JEFFREY S. CAVE

44 North Street Mount Vernon, NY 10550 (C) (347) 203-2314 Email address: jscave1204@gmail.com

Career Objective: To utilize my communication, organization and leadership skills to effectively perform in any Police Agency.

Education: Seton Hall University, South Orange NJ
Bachelor of Arts, Communications / Criminal Justice ,1997

Professional Experience:

City of Mt. Vernon

Position: Police Officer Dec, 2010 – Present

~~Patrol high crime rate areas of the City and respond to dispatch~~

calls to enforce laws and ensure public safety

Investigate criminal activity, interview victims, witnesses, and suspects

Preserve crime scenes, gather evidence and arrest suspects

Enforce traffic laws and investigate vehicle collisions

Write accurate and complete reports

Testify in Court

Educate the public on crime prevention and vehicle safety

Radio Room/Dispatcher Experience

Front Desk Experience

Assigned to the Community Police Unit(working with school children/teens, community leaders and churches) building community relationships with police through various workshops and community involved projects

Recipient of the 2014 "Commissioners Unit Citation" Award

Jail Detail

20 Pine Street Condominium Bld. Corp

Position: Concierge Oct, 2009 – Dec, 2010

Ensuring the safety and security of all the tenants/owners

Transmit duties to the staff in order to ensure top notch living conditions

Cohesively addressing all issues, concerns, complaints and

resolving them in an expeditious manner

Ikon

Position: Account Manager April, 2007 – Oct, 2009

Consulting services pertaining to document solutions for medium to large law firms

Interact with Attorney's and Paralegals regarding job requirements

Develop rapport with clients and provide excellent service and ongoing support to existing client base

Negotiated and established contracts and pricing agreements with clientele

One on one consultative approach with clientele

C2 Legal

Position: Account Manager Sept, 2005 – April, 2007

Consulting services pertaining to document solutions for medium to large law firms

Interact with Attorney's and Paralegals regarding job requirements

Develop rapport with clients and provide excellent service and ongoing support to existing client base

Negotiated and established contracts and pricing agreements with Clientele

One on one consultative approach with clientele

TECHNICAL KNOWLEDGE SKILLS: Microsoft Project 4.0, PowerPoint, Excel, Word, Explorer, Outlook, W95/2000, Web snake, Norton's Utilities, Order Entry and Curriculum design for training programs.

Member of Kappa Alpha Psi Fraternity Inc., Officer and Assistant Keeper of Records

Member of the National Physique Bodybuilding Committee

**DETERMINATION ON APPEAL WITH REGARD TO SEWER
RENT**

On the 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, Enrico Ciancio (hereafter the “applicant”) filed an appeal with the Village of Port Chester Board of Trustees with regard to the Sewer Rent charged for property located at 91 Hawley Ave, Port Chester, and also designated as Section 136.45 , Block 2 and Lot 15 on the Tax Map of the Town of Rye; and

WHEREAS, at the meeting of 7/7/14, the Board referred this matter to Village staff to review and make a report with a recommendation; and

WHEREAS, by letter dated 7/22/14 the applicant was advised that the matter would be considered at the Board meeting of 8/4/14 and that they would be welcome to be heard at that time; and

WHEREAS, said letter also provided a copy of Village staff’s report; and

WHEREAS, the applicant has appeared/not appeared on his/her/its’ behalf at this meeting; and

WHEREAS, in addition to the appeal and staff report, the Board has considered the following in its deliberations:

Documentation of water consumption history.

prepared to make a determination on the appeal. NOW, therefore, be it

RESOLVED, that the appeal is hereby GRANTED/DENIED, and that the water consumption of 0 CCFs be reduced from the bill in question on the grounds that it has been found that a significant portion of water consumed did not affect the PC Sewer System , and be it further

RESOLVED, that the applicant be notified of the Board’s determination with a certified copy of this resolution; and be it further

RESOLVED, if the appeal is granted, that the Village Manager is hereby directed to take all necessary and appropriate action with regard to this matter in order to effectuate timely and complete relief.

Approved as to Form:

Anthony M. Cerreto, Village Attorney



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

July 22, 2014

Mr. Enrico Ciancio
91 Hawley Avenue
Port Chester, NY 10573

Dear Mr. Ciancio,

The Village received your grievance complaint on 6/20/14. A copy of the document is attached.

The Village Board of Trustees (BOT) received your grievance on 7/7/14 and may make a determination based on your provided application and documentation at the next regularly scheduled BOT meeting on 8/4/14.

You are welcome to attend to be heard.

Sincerely,

Christopher Ameigh
Administrative Aide to the Village Manager

CA:mtv
Attachment



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 22, 2014

RE: Enrico Ciancio Sewer Rent Grievance Report/Recommendation.

As directed the 7/07/14 BOT meeting, the Village Manager's office has prepared a report on the Sewer Rent Grievance of Enrico Ciancio of 91 Hawley Ave, received on 6/20/14.

- Provided documentation showing water consumption 6/1/13-3/24/14 does not indicate a demonstrated variance in consumption relating to seasonal activity.
- Sprinkler: No documentation of the existence of a sprinkler system provided.

The Village Manager's Office recommends a denial on the grounds that the application lacks documentation indicating non-sewer related discharge of water.



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 136.45 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 3/31/14.

(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.

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

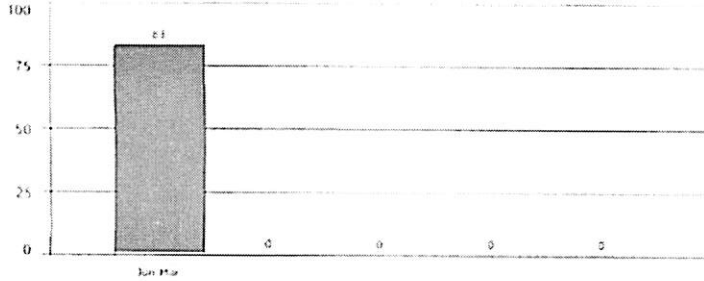
Upon review of the foregoing, the Board of Trustees of the Village of Port Chester hereby GRANTS /DENIES (circle one) the application and appeal of _____



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 6/15/14

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
wwwccustomerservice@unitedwater.com


 ONLINE
www.unitedwater.com/uwww

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.

**DETERMINATION ON APPEAL WITH REGARD TO SEWER
RENT**

On the 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, Michael Del Vecchio (hereafter the “applicant”) filed an appeal with the Village of Port Chester Board of Trustees with regard to the Sewer Rent charged for property located at 92 Hawley Avenue, Port Chester, and also designated as Section 136.45 , Block 2 and Lot 7 on the Tax Map of the Town of Rye; and

WHEREAS, at the meeting of 7/7/14, the Board referred this matter to Village staff to review and make a report with a recommendation; and

WHEREAS, by letter dated 7/22/14 the applicant was advised that the matter would be considered at the Board meeting of 8/4/14 and that they would be welcome to be heard at that time; and

WHEREAS, said letter also provided a copy of Village staff’s report; and

WHEREAS, the applicant has appeared/not appeared on his/her/its’ behalf at this meeting; and

WHEREAS, in addition to the appeal and staff report, the Board has considered the following in its deliberations:

Documentation of water consumption history and pool capacity and is

prepared to make a determination on the appeal. NOW, therefore, be it

RESOLVED, that the appeal is hereby GRANTED/DENIED, and that the water consumption of 6 CCFs be reduced from the bill in question on the grounds that it has been found that a significant portion of water consumed did not affect the PC Sewer System , and be it further

RESOLVED, that the applicant be notified of the Board’s determination with a certified copy of this resolution; and be it further

RESOLVED, if the appeal is granted, that the Village Manager is hereby directed to take all necessary and appropriate action with regard to this matter in order to effectuate timely and complete relief.

Approved as to Form:

Anthony M. Cerreto, Village Attorney



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

July 22, 2014

Mr. Michael Del Vecchio
92 Hawley Avenue
Port Chester, NY 10573

Dear Mr. Del Vecchio,

The Village received your grievance complaint on 6/17/14. A copy of the document is attached.

The Village Board of Trustees (BOT) received your grievance on 7/7/14 and may make a determination based on your provided application and documentation at the next regularly scheduled BOT meeting on 8/4/14.

You are welcome to attend to be heard.

Sincerely,

Christopher Ameigh
Administrative Aide to the Village Manager

CA:mtv
Attachment



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 22, 2014

RE: Michael Del Vecchio Sewer Rent Grievance Report/Recommendation.

As directed the 7/7/14 BOT meeting, the Village Manager's office has prepared a report on the Sewer Rent Grievance of Michael Del Vecchio of 92 Hawley Avenue, received on 6/17/14.

- Provided documentation showing water consumption between 6/1/13-3/24/14 does not demonstrate seasonal activity indicating non-sewer bound consumption of water.
- Pool (claims 4,500)
 - Failed to provide evidence of the legal status of the pool i.e. Certificate of Occupancy.
 - Google earth shows existence of pool. (see attached)
 - 4,500 gallon pool uses approximately 6.02 CCF/year 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 no documentation of the existence of a sprinkler system.

The Village Manager's Office recommends a credit of 6.81% of the total Consumption between 12/23/13-3/24/14.

Original Consumption	88 CCF
Reduction	6 CCF
Original Fee	\$114.40
New Fee with Consumption Reduction	\$106.60





VILLAGE OF PORT CHESTER

Village Clerk

222 Grace Church Street, Port Chester, New York 1057

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

www.portchester.ny.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 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 hours 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

Signature of owner

914-481-4446

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

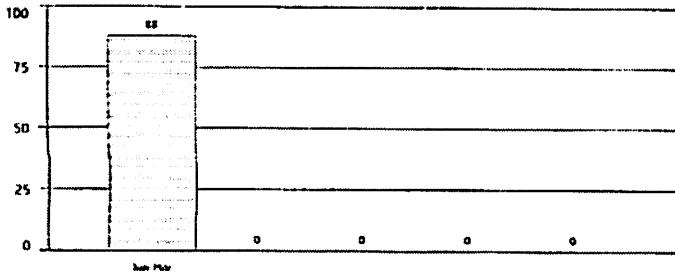
Upon review of the foregoing, the Board of Trustees of the Village of Port Chester hereby GRANTS /DENIES (circle one) the application and appeal of _____



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 EQUIVALENT TO	65,824 GALLONS	SWU	

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.

**DETERMINATION ON APPEAL WITH REGARD TO SEWER
RENT**

On the 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, Chester B. Edwards (hereafter the “applicant”) filed an appeal with the Village of Port Chester Board of Trustees with regard to the Sewer Rent charged for property located at 96 Hawley Ave, Port Chester, and also designated as Section 136.45 , Block 2 and Lot 6 on the Tax Map of the Town of Rye; and

WHEREAS, at the meeting of 7/7/14, the Board referred this matter to Village staff to review and make a report with a recommendation; and

WHEREAS, by letter dated 7/22/14 the applicant was advised that the matter would be considered at the Board meeting of 8/4/14 and that they would be welcome to be heard at that time; and

WHEREAS, said letter also provided a copy of Village staff’s report; and

WHEREAS, the applicant has appeared/not appeared on his/her/its’ behalf at this meeting; and

WHEREAS, in addition to the appeal and staff report, the Board has considered the following in its deliberations:

Documentation of water consumption history, and pool capacity and is

prepared to make a determination on the appeal. NOW, therefore, be it

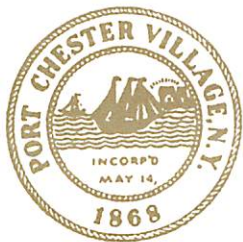
RESOLVED, that the appeal is hereby GRANTED/DENIED, and that the water consumption of 6 CCFs be reduced from the bill in question on the grounds that it has been found that a significant portion of water consumed did not affect the PC Sewer System , and be it further

RESOLVED, that the applicant be notified of the Board’s determination with a certified copy of this resolution; and be it further

RESOLVED, if the appeal is granted, that the Village Manager is hereby directed to take all necessary and appropriate action with regard to this matter in order to effectuate timely and complete relief.

Approved as to Form:

Anthony M. Cerreto, Village Attorney



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, NY 10573

July 22, 2014

Mr. Chester B. Edwards
96 Hawley Avenue
Port Chester, NY 10573

Dear Mr. Edwards,

The Village received your grievance complaint on 6/18/14. A copy of the document is attached.

The Village Board of Trustees (BOT) received your grievance on 7/7/14 and may make a determination based on your provided application and documentation at the next regularly scheduled BOT meeting on 8/4/14.

You are welcome to attend to be heard.

Sincerely,

Christopher Ameigh
Administrative Aide to the Village Manager

CA:mtv
Attachment



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 21, 2014

RE: Chester B. Edwards Sewer Rent Grievance Report/Recommendation.

As directed the 7/07/14 BOT meeting, the Village Manager's office has prepared a report on the Sewer Rent Grievance of Chester B. Edwards of 96 Hawley Ave, received on 6/18/14.

- Provided documentation showing water consumption 6/1/13-3/24/14 does not indicate a demonstrated variance in consumption relating to seasonal activity.
- Pool (claims 5,000)
 - Failed to provide evidence of the legal status of the pool i.e. Certificate of Occupancy.
 - Google earth shows existence of pool. (see attached)
 - 5,000 gallon pool uses approximately 6.68 CCF/year (for one full refill) No evidence provided of the exact volume of the pool. Google earth images appear to corroborate approximate size.
- Sprinkler
 - No documentation of the existence of a sprinkler system provided.

The Village Manager's Office recommends 7.5% of the total Consumption between 6/1/13-3/24/14.

Original Consumption	89 CCF
Reduction	6 CCF
Original Fee	\$115.70
New Fee with Consumption Reduction	\$107.90





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 back yard lawn and garden areas

Provide all documentation supporting your claim under option #3.

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

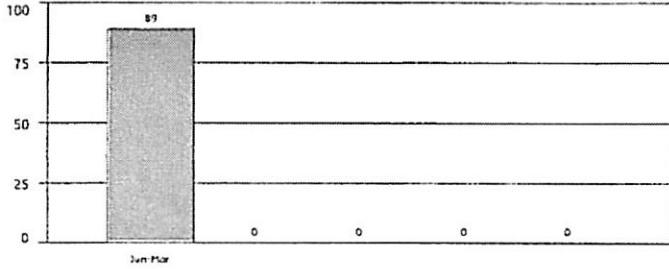
Upon review of the foregoing, the Board of Trustees of the Village of Port Chester hereby GRANTS /DENIES (circle one) the application and appeal of _____



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	CCF	PRORATED ACTUAL	SWQ
						EQUIVALENT TO		66,572 GALLONS	

SEW RENT 89.0000 @ \$1.30002 \$115.70
 TOTAL CURRENT CHARGES \$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

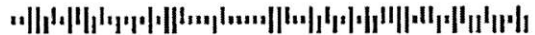
Please check this box if you have made any changes to the information on the reverse side.

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

0790867955448000000011570000000000



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Planning and Development Department

Village BOT Meeting Date: 8/4/2014

Item Type: Resolution Setting Public Hearing

Description	Yes	No	Description	Yes	No
Fiscal Impact		X	Public Hearing Required	X	
Funding Source:			BID #		
Account #:			Strategic Plan Priority Area Revitalizing Waterfront		
Agreement	X		Manager Priorities		
Strategic Plan Related	X		Other		

Sponsor's Name: Christopher N. Gomez, Director of Planning & Development

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

Set a public hearing to consider license agreement with regard to Showboat Riverboat

Summary

Background:

Please find the Showboat Riverboat draft license agreement for review. It is recommended that the Board set a public hearing on the matter for its August 18, 2014 meeting.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Memo from Director of Planning and Development
 Resolution to set public hearing for license agreement
 License agreement

SETTING A PUBLIC HEARING TO CONSIDER A REVOCABLE LICENSE
AGREEMENT FOR THE "SHOWBOAT RIVERBOAT"

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
August 18, 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
authorizing the Village Manager to enter into a revocable license agreement with
Showboat Riverboat, LLC and HotShot Holdings, LLC, 30 Morgan Avenue, Greenwich,
Connecticut 06831, so as to allow a vessel known as the "Showboat Riverboat" to be
permanently moored at the Village Marina for the operation of a restaurant and jazz bar
and for certain improvements to be made thereon.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:



VILLAGE OF PORT CHESTER

DEPARTMENT OF PLANNING & DEVELOPMENT

222 Grace Church Street, Rm. 202

Port Chester, NY 10573

(P) 914.937.6780

(F) 914.939-2733

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

To: Mayor Pagano and Board of Trustees

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

Re: Showboat Riverboat License Agreement and SEQRA Status

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

Date: July 30, 2014

Please find the Showboat Riverboat draft license agreement for review. It is recommended that the Board set a public hearing on the matter for its August 18, 2014 meeting.

As you recall, the Board of Trustees adopted a resolution on July 7, 2014 stating its intent to serve as Lead Agency pursuant to SEQRA for the Showboat Riverboat proposal. Such notice was circulated to all involved and interested agencies by the Village Clerk on July 9, 2014. To date we have received responses from the Department of Environmental Conservation and New York State Thruway Authority stating no objection. Assuming no involved or interested agency responds with an objection, the Board of Trustees will officially assume Lead Agency status upon expiration of 30 days from notice circulation (August 9, 2014), at which time it will be eligible to render a formal environmental determination on the proposal.

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 cabaret, 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 cabaret, 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

party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VIII
EARLY TERMINATION OF AGREEMENT; OBLIGATIONS OF COMPANY

Section 8.1. Early Termination of Agreement.

(a) Subject to the surrender requirements as set forth within Section 2.5 hereof, the Company shall have the option at any time to terminate this License Agreement upon filing with the Village a certificate signed by an authorized representative of the Company stating the Company's intention to do so pursuant to this Section 8.1. The Company's option rights for early termination of this License Agreement shall be limited to (i) the occurrence of an uncured Event of Default by the Village hereunder, (ii) an occurrence of damage or destruction to the Vessel or more than one half of the Facility whereby neither Vessel nor the Facility can be restored by the Company within 120 days after such damage or construction, (iii) the occurrence of a condemnation proceeding consistent with Section 4.2(b) hereof, or (iv) failure by the Company to secure all necessary permits and authorizations necessary to construct and install the Marina Improvements on or before March 1, 2015. In any such case of Company termination, the Company shall not be entitled to any Vessel Relocation Fee, Break Fee or any other form of cost reimbursement from the Village.

(b) The Village shall have the option at any time to terminate this License Agreement (i) without cause in accordance with Section 2.5(h), or (ii) with cause and to demand immediate payment in full of the License Payment reserved and unpaid as described in Section 2.6 hereof upon written notice to the Company of the occurrence of an Event of Default hereunder.

(c) The Company shall either secure a bond or post security in the amount of the Vessel Relocation Fee to secure the Company's obligation to timely remove the Vessel in the event of any termination of the Agreement, the form of such bond or security being subject to the approval of the Village, and which shall be automatically assigned to the Village upon the Company's failure to timely remove the Vessel from the Marina in accordance with the terms hereof.

ARTICLE IX
MISCELLANEOUS

Section 9.1. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Village: Village of Port Chester
 222 Grace Church Street
 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.:*

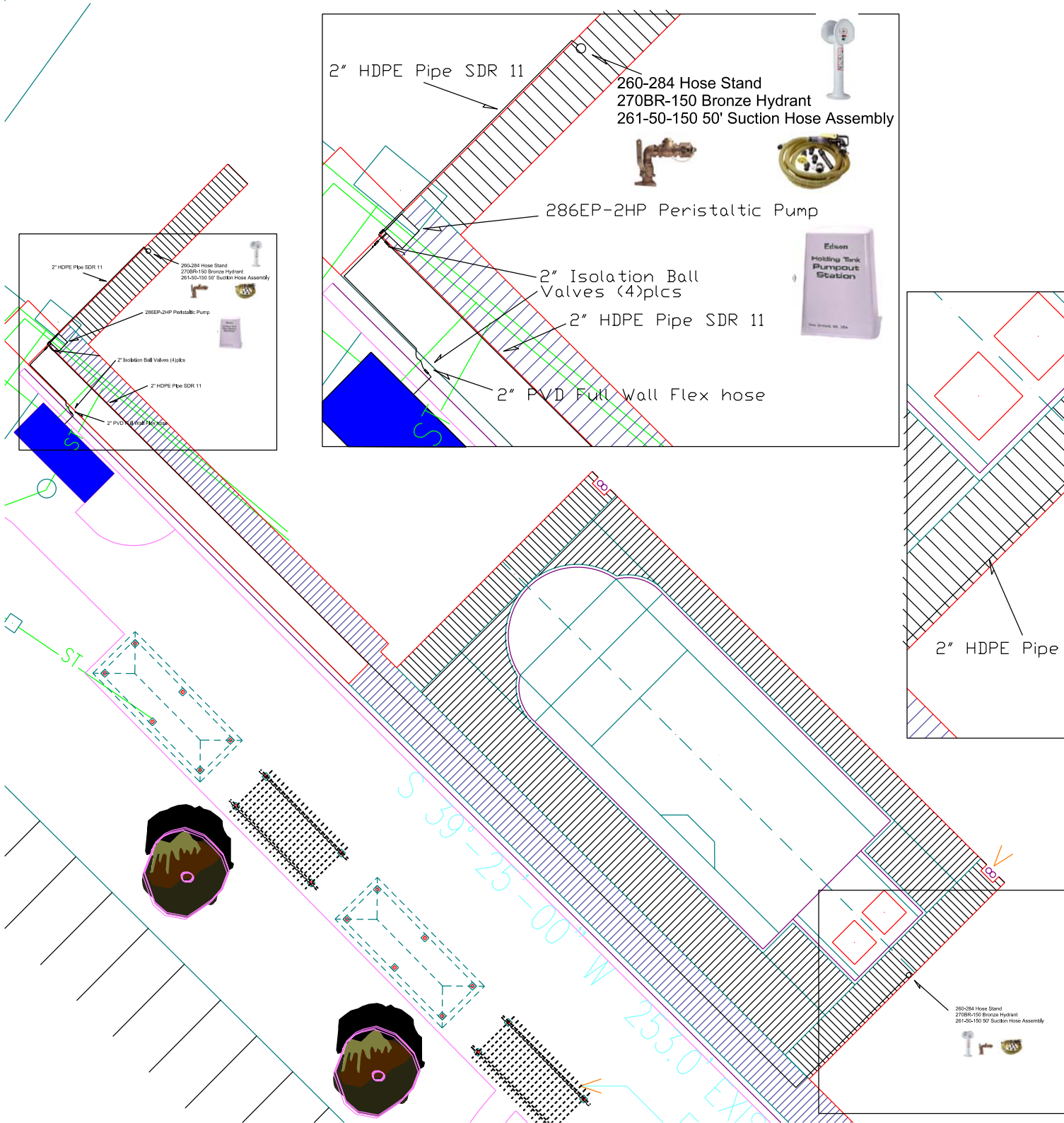
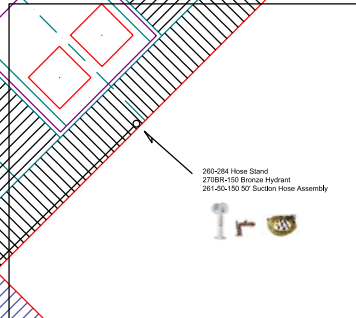
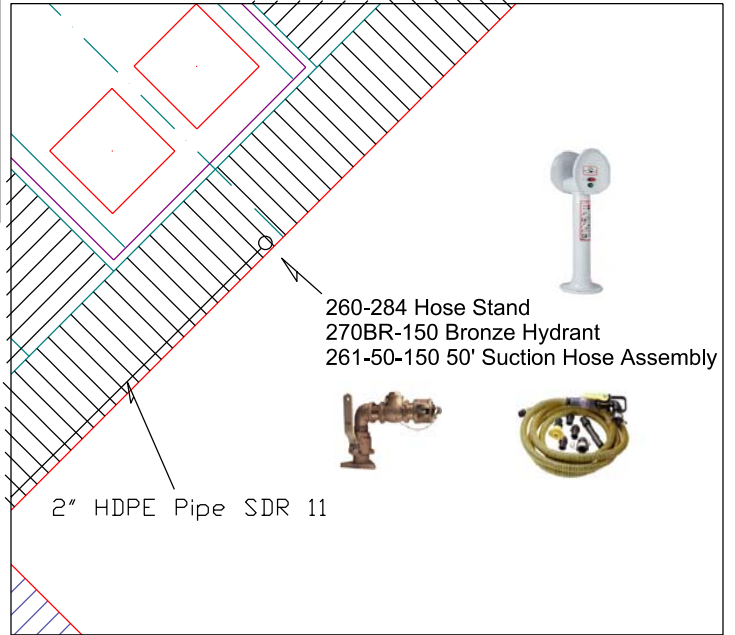
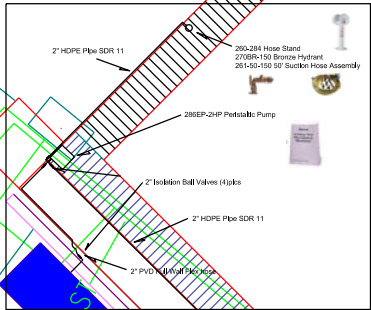
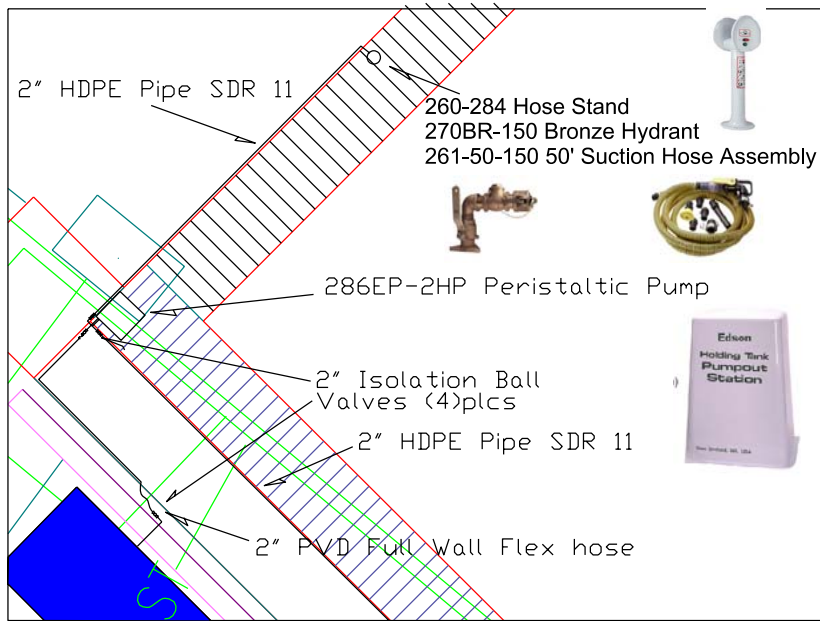
On the __ day of _____ in the year 2014, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed 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





VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department of Public Works

Village BOT Meeting Date: 8/4/2014

Item Type: Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact	x		Public Hearing Required		x
Funding Source: to be determined			BID #		
Account #:			Strategic Plan Priority Area Choose a Strategic Plan Area		
Agreement	x		Manager Priorities Choose a Manager Priority		
Strategic Plan Related		x			

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

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

AWARDING BID FOR EMERGENCY REPAIRS

Summary

Background:

For the past few years, the Village has retained a contractor through a competitive bid process to proactively address emergency situations as they may arise with regard to Village infrastructure.

With the expiration of the most previous contract, the Village Manager has gone out to bid for a new contract. A single bid was received. The Village's consulting engineer Dolph Rotfeld Engineering, P.C. has recommended that the Board of Trustees award the bid to this bidder who has performed satisfactorily for the Village in the past.

The expense under this agreement will be funded from the appropriate budget line when the work is undertaken.

The contract will be for a two year term.

Dolph Rotfeld will be in attendance at the meeting to provide further background and answer any questions that the Board may have.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Bid Analysis Sheet

Correspondence from Bidder

Correspondence from Dolph Rotfeld recommending bid award

AWARDING BID FOR EMERGENCY REPAIRS

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 Emergency Repairs (Bid No. 14-04); and

WHEREAS, although four bid packages were taken from interested bidders, Village received single bid from Joken Development Corp. for this work; 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 Emergency Repairs to Joken Construction Corp, 9 Beltway Place, White Plains, New York 10601 in the amount of \$360,500.00 for the first year and \$378,525.00 for the second year; 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 on an "as needed" basis from the appropriate budget account at the time the work is undertaken.

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

August 1, 2014

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

RE: 2014 Emergency Repairs, Bid No. 14-04
Port Chester, New York

Dear Mr. Steers:

On July 31st, 2014 one bid was received for the above referenced two year Contract. The sole bidder, Joken Development Corp of White Plains, New York submitted a price of \$360,500 for the first year of the contract. For the second year they submitted a 5% increase to the unit prices bid for the first year of the contract.

Having been awarded the previous annual emergency contract Joken Development Corp. is aware of the work that is required. Additionally this office has worked with Joken Development Corp previously and we have found their work satisfactory. Therefore, this office recommends award of the project to Joken Development Corp of White Plains, New York.

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

Very truly yours,



Danny Peluso
Project Engineer

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

BID #14-04


BID FOR:	BID FOR THE 2014 EMERGENCY REPAIRS, BID No. 14-04		
BID OPENING DATE:	Thursday July 31 2014	TIME:	10:00 a.m.
BID PUBLICATION DATE:	Friday July 18 th , 2014		
SPECIFICATIONS AVAILABLE:	Monday July 21 th , 2014 @ 10 a.m.		

Please Print Name and Address

BIDDER:	Joken Development Corp				
ADDRESS:	9 Bellway Place				
ADDRESS:					
CITY:	White Plains	STATE:	NY	ZIP CODE:	10601
E-MAIL:					
PHONE #:	914-946-2469	FAX #:	914-946-8288		
AMOUNT:	1 st YEAR \$ 360,500.00 / 2 nd YEAR \$ 378,525.00				

Please Print Name and Address

The following were present at the opening of the bids:

Village Clerk:	Jamon R. Richards
Deputy Village Clerk:	
Department Head:	
Other:	 Danny Beluse DRE

REPORT
OF
THE VILLAGE MANAGER

CORRESPONDENCE



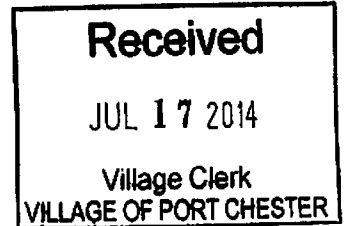
VILLAGE OF PORT CHESTER

Village Clerk

222 Grace Church Street, Port Chester, New York 1057

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

www.portchesterny.com



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, Nelson & Sonia Duche, residing at 168 Puringo St Port Chester
Ny 10573, hereby make hereby make application and appeal
to the Board of Trustee for review with regard to the attached sewer rent bill dated 07/07/14
for the period from 06/04/14 to 07/07/14 for
service located at the property at 26 Grace Church St. Port
Chester, New York, also designated as Section 142 Block 2 and
Lot 40 on the Tax Map of the Town of Rye.

(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 do not result in discharges into the sanitary sewer system.

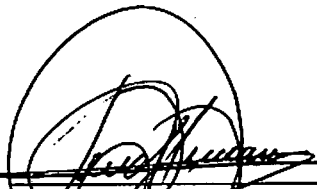
- Pools, supply a copy of the Certificate of Occupancy (available at the Port Chester Building Department), and documentation of the capacity of the pool.
 - Hot tubs/like kind, provide documentation of the make and model of your unit.

The village will credit no more than the value of the volume of one pool/hot tub/etc fill per year. (*Note Pools cannot be lawfully drained into the storm system without permits)

- Sprinkler systems, provide evidence of the make/model/flow capacity of your system and provide historical water consumption documentation demonstrating seasonal increases.
- Any other substantial consumption activities will be considered on a case by case basis.

3. Other. Please describe below.

As homeowners we received this Sewer Rent Bill which is unbelievable; the amount shown is too much ~~to~~ ~~to~~ for us to pay two bills. I think as homeowners that the town of Port Chester has to pay for this because we pay too much taxes; and now we have to pay this bill which is a new bill "sewer rent". United Water Westchester has the audacity to be billing us two bills. Do you think we have enough money to be paying for all of these new bills? No I don't think so! Please find a way to stop this or do something about it.



Signature of owner

(914)312-7228

Phone # of Owner

7/15/14

Date

Note

- You may apply for only one billing period at a time.
- You have 30 days from the date of receipt of your bill to file a grievance.
- An incomplete application will be denied.

FOR VILLAGE USE ONLY

Date of Receipt: _____

Date of Referral to Staff: _____

Date of Report and Recommendation: _____ (copy annexed):

DETERMINATION

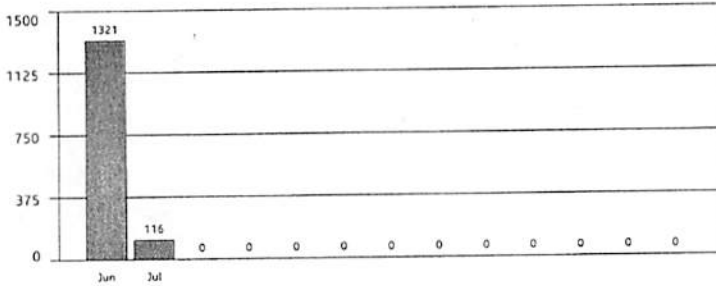
Upon review of the foregoing, the Board of Trustees of the Village of Port Chester hereby GRANTS /DENIES (circle one) the application and appeal of _____



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 08/05/2014

Billing Date: 07/07/14
Account Number: 07903183586522

Previous Balance	\$1,717.89
Payments Through 07/07/14	\$0.00
Balance Forward	\$1,717.89
Current Charges Due 07/31/2014	\$155.32
TOTAL AMOUNT DUE	\$1,873.21

Past Due Balance may be subject to late charges, collection and/or termination.
 *PAY BY 08/01/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: NELSON DUCHE

SERVICE ADDRESS: 26 GRACE CHURCH ST PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
60687222	06/04/14	07/07/14	33	04938	05054	116 CCF EQUIVALENT TO		ACTUAL 86,768 GALLONS	SWM

116.0000 @ \$1.338999 SEW RENT
 TOTAL CURRENT CHARGES

\$155.32
 \$155.32

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.
 Effective June 1, 2014, the sewer rent changes from \$1.30002 to \$1.338999 per CCF.

0 0 0 0 RE 454464 PLEASE DETACH HERE AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT IN THE RETURN ENVELOPE PROVIDED. 071 071



Village of Port Chester Sewer Rent
 Customer Service Center
 2525 Palmer Avenue
 New Rochelle, NY, 10801

Temp - Return Service Requested

SERVICE ADDRESS: 26 GRACE CHURCH ST
 PORT CHESTER NY

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

000061

*****SINGLE-PIECE 61 T1:1 61 1 SP 0.480

NELSON DUCHE
 26 GRACE CHURCH ST
 PORT CHESTER NY 10573-4959



Account Number:	07903183586522
Balance Forward	\$1,717.89
Current Charges Due 07/31/2014	\$155.32
TOTAL AMOUNT DUE	\$1,873.21
<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

0790318358652200000187321000000009



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

JUL 17 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, Nelson Duche & Sonia Duche, residing at 168 Poningo St Port Chester NY, 10573, hereby make hereby make application and appeal to the Board of Trustee for review with regard to the attached sewer rent bill dated 06/30/14 for the period from 03/27/14 to 06/27/14 for service located at the property at 168 Poningo St Port Chester, New York, also designated as Section 136 Block 1 and Lot 3 on the Tax Map of the Town of Rye.

(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 do not result in discharges into the sanitary sewer system.

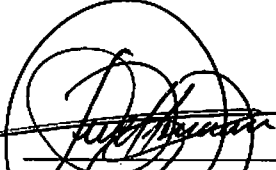
- Pools, supply a copy of the Certificate of Occupancy (available at the Port Chester Building Department), and documentation of the capacity of the pool.
 - Hot tubs/like kind, provide documentation of the make and model of your unit.

The village will credit no more than the value of the volume of one pool/hot tub/etc fill per year. (*Note Pools cannot be lawfully drained into the storm system without permits)

- Sprinkler systems, provide evidence of the make/model/flow capacity of your system and provide historical water consumption documentation demonstrating seasonal increases.
- Any other substantial consumption activities will be considered on a case by case basis.

3. Other. Please describe below.

As home owners I don't think is right for United water Westchester, Inc. charge us twice a month. I think that is enough what we pay for taxes in Port Chester already; than I have two bills pay amount from the same company. This Water Company has the audacity to charge us; I think this should be included on our yearly taxes. Please try to resolve this because I cannot afford to be paying for these new bills. I mean the economy is bad enough to now pay for this too.



Signature of owner
7/15/14

(914)3127278

Phone # of Owner

Date

Note

- You may apply for only one billing period at a time.
- You have 30 days from the date of receipt of your bill to file a grievance.
- An incomplete application will be denied.

FOR VILLAGE USE ONLY

Date of Receipt: _____

Date of Referral to Staff: _____

Date of Report and Recommendation: _____ (copy annexed):

DETERMINATION

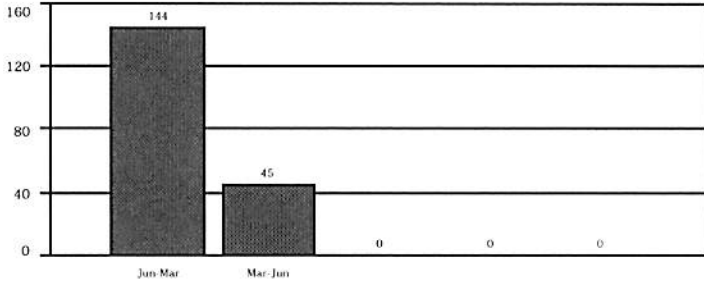
Upon review of the foregoing, the Board of Trustees of the Village of Port Chester hereby GRANTS /DENIES (circle one) the application and appeal of _____



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 09/29/2014

Billing Date:	06/30/14
Account Number:	07901347706610
Previous Balance	\$187.20
Payments Through 06/30/14 <small>THANK YOU</small>	\$187.20CR
Balance Forward	\$0.00
Current Charges Due 07/24/2014	\$59.01
TOTAL AMOUNT DUE	\$59.01

*PAY BY 07/25/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: NELSON DUCHE

SERVICE ADDRESS: 168 PONINGO ST PORT CHESTER NY

Meter Number	Service		Days of Service	Met & Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
81779060	03/27/14	06/27/14	92	1179	1224	45	CCF	ACTUAL	SWQ
						EQUIVALENT TO		33,660 GALLONS	

13.2065 @ \$1.338999 SEW RENT \$17.68
 31.7935 @ \$1.30002 SEW RENT \$41.33
 TOTAL CURRENT CHARGES \$59.01

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.
 Effective June 1, 2014, the sewer rent changes from \$1.30002 to \$1.338999 per CCF.

0 0 0 RE 453444 PLEASE DETACH HERE AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT IN THE RETURN ENVELOPE PROVIDED. 079 079



Village of Port Chester Sewer Rent
 Customer Service Center
 2525 Palmer Avenue
 New Rochelle, NY 10801

Temp - Return Service Requested

SERVICE ADDRESS: 168 PONINGO ST
 PORT CHESTER NY

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

000555

AUTO**SCH 5-DIGIT 10573 555 T2:3 555 1 AV 0.381
 NELSON DUCHE
 168 PONINGO ST
 PORT CHESTER NY 10573-4006



Account Number:	07901347706610
Balance Forward	\$0.00
Current Charges Due 07/24/2014	\$59.01
TOTAL AMOUNT DUE	\$59.01
Please make payable to: VILLAGE OF PORT CHESTER SEWER RENT	
Payment Amount Enclosed	\$ _____



VILLAGE OF PORT CHESTER SEWER RENT
 PO BOX 28327
 NEWARK NJ 07101-3159

0790134770661000000005901000000002



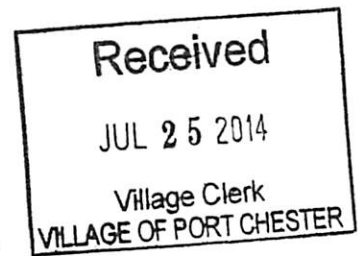
VILLAGE OF PORT CHESTER

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, Dominick Neri, owner of property located at 31 Pearl St. Port Chester, New York, also designated as Section 142.30 Block 2 and Lot 5 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 4/8/14.

(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.

3. Other. Please describe below.

The water used at this location is primarily used in the baking process and consumed

into the dough. This address conducts baking of bread products 24 hours a day

7 days a week.

Use of Water--- Bread Baking process

Equipment Used- Commercial Dough Mixers and Fulton Steam Boilers

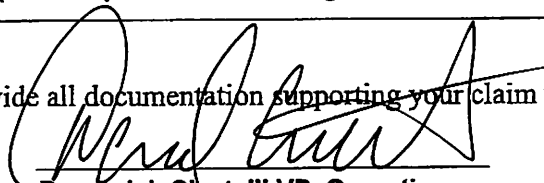
Time Equipment is used- 24 hours a day and seven days a week

Capacity and flow rates are part of confidential formulas and will be furnished after

Confidentiality agreements are agreed and signed.

(consumption and Discharge information Attached.

Provide all documentation supporting your claim under option #3.



Domenick Cicatelli VP. Operations
Signature of owner

914-715-7062

Phone # of Owner

June 30, 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 _____

Neri's

Bakery Products, Inc.

31-37 Pearl Street
Port Chester, NY 10573
(914) 939-3311/4761
FAX (914) 937-4204

Listed below is the breakout in actual gallons to support percentages listed below by Department:
Should you require additional information for the Appeal process, please let me know

Bagel Dept- Account # 07900543232882 Service address 53-57 Pearl St. Port Chester

Billing Cycle 06/01/13 – 04/08/14 Service 311 days eqv. 44.43 wks.

Consumption total: 3,896,332 gallons

Consumption usage: 3,623,589 gallons as ingredient in product produced

38,963 gallons used to generate steam for product processing equipment in bakery

233,780 gallons used for cleaning of processing equipment and related areas – discharged to

sanitary sewer system

Total Consumption : **3,896,332** gallons

Bread Dept- Account # 07904645320013 Service address 31 Pearl St. Port Chester

Billing Cycle 06/01/13 – 04/08/14 Service 311 days eqv. 44.43 wks.

Consumption total: 6,750,700 gallons

Consumption usage: 6,143,137 gallons as ingredient in product produced

202,521 gallons used to generate steam for product processing equipment in

bakery

405,042 gallons used for cleaning of processing equipment and related areas - discharged to

sanitary sewer system

Total Consumption: **6,750,700** gallons



Domenick Cicutelli

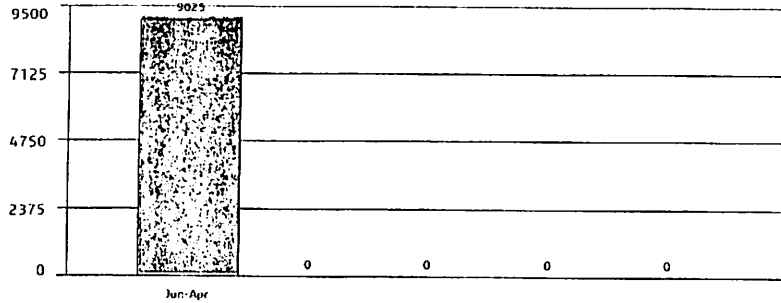
VP Operations Neri Bakery Products Inc.



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 07/08/2014

Billing Date:	05/20/14
Account Number:	07904645320013
Previous Balance	\$0.00
Payments Through 05/20/14	\$0.00
Balance Forward	\$0.00
Current Charges Due 06/13/2014	\$11,732.68
TOTAL AMOUNT DUE	\$11,732.68

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

Handwritten signature

SERVICE TO: 40 PEARL STREET INC

SERVICE ADDRESS: 31 PEARL ST PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
60568598	06/01/13	07/19/13	48	34862	36356	1494	CCF	PRORATED ACTUAL	SWQ
60829248	07/19/13	04/08/14	263	00000	07531	7531	CCF	METER CHANGE	SWQ
						EQUIVALENT TO		6,750,700 GALLONS	

SEW RENT 9,025.0000 @ \$1.30002
 TOTAL CURRENT CHARGES

\$11,732.68
 \$11,732.68

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.

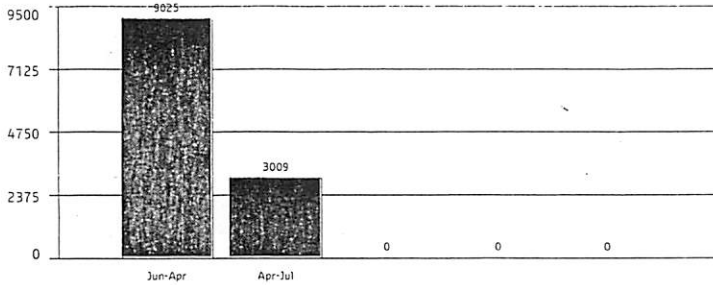
Large handwritten signature



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 10/08/2014

Billing Date: 07/08/14
 Account Number: 07904645320013

Previous Balance	\$11,732.68
Payments Through 07/08/14	\$0.00
Balance Forward - PAST DUE	\$11,732.68
Current Charges Due 08/01/2014	\$4,077.31
TOTAL AMOUNT DUE	\$15,809.99

Past Due Balance may be subject to late charges, collection and/or termination.

*PAY BY 08/04/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: 40 PEARL STREET INC

SERVICE ADDRESS: 31 PEARL ST PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
60829248	04/08/14	07/07/14	90	07531	10540	3009 EQUIVALENT TO	CCF	ACTUAL 2,250,732 GALLONS	SWQ

1,237.0333 @ \$1.338999 SEW REN	\$1,656.39
1,771.9667 @ \$1.30002 SEW REN	\$2,303.59
PORT CHESTER SEWER-SEWER LATE	\$117.33
TOTAL CURRENT CHARGES	\$4,077.31

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.
 Effective June 1, 2014, the sewer rent changes from \$1.30002 to \$1.338999 per CCF.

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: 31 PEARL ST
 PORT CHESTER NY

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

000147



*****SINGLE-PIECE 147 T1:2 147 1 SP 0.480



40 PEARL STREET INC
 31 PEARL ST
 PORT CHESTER NY 10573-4610

Account Number: 07904645320013

Balance Forward - PAST DUE \$11,732.68

Current Charges Due 08/01/2014 \$4,077.31

TOTAL AMOUNT DUE \$15,809.99

Please make payable to: VILLAGE OF PORT CHESTER SEWER RENT

Payment Amount Enclosed \$ _____



VILLAGE OF PORT CHESTER SEWER RENT
 PO BOX 28327
 NEWARK NJ 07101-3159

07904645320013000015809990000000003

Received
JUL 25 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, Dominick Neri, owner of property located at 53-57 Pearl St. Port Chester, New York, also designated as Section 142.30 Block 2 and Lot 9 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 4/8/14.

(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.

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.

The water used at this location is primarily used in the baking process and consumed

into the dough. This address conducts baking of Bagel products 24 hours a day

7 days a week.

Use of Water--- Bread Baking process

Equipment Used- Commercial Dough Mixers and Fulton Steam Boilers

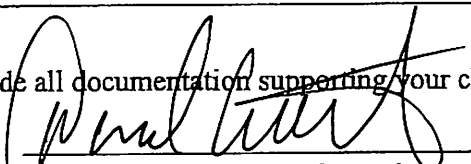
Time Equipment is used- 24 hours a day and seven days a week

Capacity and flow rates are part of confidential formulas and will be furnished after

Confidentiality agreements are agreed and signed.

(consumption and Discharge information Attached.

Provide all documentation supporting your claim under option #3.


Domenick Cicatelli VP. Operations
Signature of owner

914-715-7062

Phone # of Owner

June 30, 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 _____

Neri's

Bakery Products, Inc.

31-37 Pearl Street
Port Chester, NY 10573
(914) 939-3311/4761
FAX (914) 937-4204

Listed below is the breakout in actual gallons to support percentages listed below by Department:
Should you require additional information for the Appeal process, please let me know

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Bread Dept- Account # 07904645320013 Service address 31 Pearl St. Port Chester

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Consumption total: 6,750,700 gallons

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405,042 gallons used for cleaning of processing equipment and related areas - discharged to

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Total Consumption : **6,750,700** gallons



Domenick Cicatelli

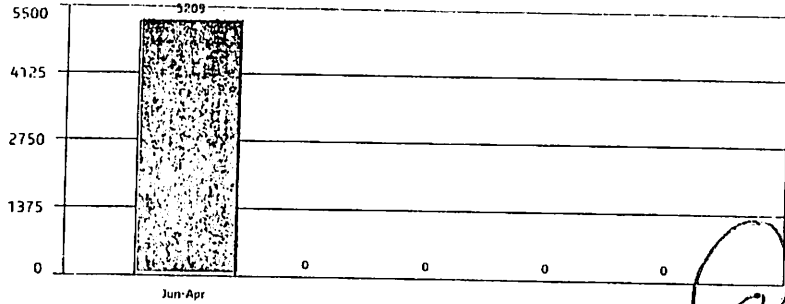
VP Operations Neri Bakery Products Inc.



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 07/08/2014

Billing Date:	05/20/14
Account Number:	07900543232882
Previous Balance	\$0.00
Payments Through 05/20/14	\$0.00
Balance Forward	\$0.00
Current Charges Due 06/13/2014	\$6,771.80
TOTAL AMOUNT DUE	\$6,771.80

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

SERVICE TO: 40 PEARL ST LLC

SERVICE ADDRESS: 53 57 PEARL ST PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
60568604	06/01/13	07/19/13	48	22659	23182	523	CCF	PRORATED ACTUAL	SWQ
60829247	07/19/13	04/08/14	263	00000	04686	4686	CCF	METER CHANGE	SWQ
						EQUIVALENT TO		3,896,332 GALLONS	

SEW RENT 5,209.0000 @ \$1.30002
 TOTAL CURRENT CHARGES

\$6,771.80
 \$6,771.80

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

IMPORTANT MESSAGES

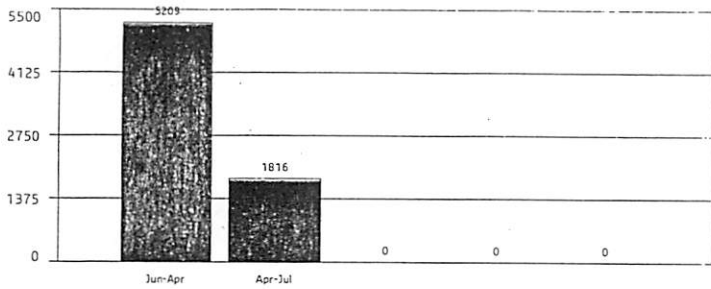
SEWER RENT - User charges established by the Village of Port Chester for the use of the sanitary sewer system. Your sewer rent is based on the total water consumption for the period. This bill represents the total sewer rent due for this period based on your water usage reflected above. All future bills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



VILLAGE OF PORT CHESTER 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 10/08/2014

Billing Date:	07/08/14
Account Number:	07900543232882
Previous Balance	\$6,771.80
Payments Through 07/08/14	\$0.00
Balance Forward - PAST DUE	\$6,771.80
Current Charges Due 08/01/2014	\$2,457.66
TOTAL AMOUNT DUE	\$9,229.46

Past Due Balance may be subject to late charges, collection and/or termination.
 *PAY BY 08/04/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: 40 PEARL ST LLC

SERVICE ADDRESS: 53 57 PEARL ST PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
60829247	04/08/14	07/07/14	90	04686	06502	1816 EQUIVALENT TO	CCF	ACTUAL 1,358,368 GALLONS	SWQ

1,069.4222 @ \$1.30002 SEW RENT \$1,390.27
 746.5778 @ \$1.338999 SEW RENT \$999.67
 PORT CHESTER SEWER-SEWER LATE \$67.72
TOTAL CURRENT CHARGES \$2,457.66

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.
 Effective June 1, 2014, the sewer rent changes from \$1.30002 to \$1.338999 per CCF.

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: 53 57 PEARL ST
 PORT CHESTER NY

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

000048

*****SINGLE-PIECE 48 T1:1 48 1 SP 0.480

40 PEARL ST LLC
 NERI'S BAGEL
 31 PEARL ST 37
 PORT CHESTER NY 10573-4610



0790054323288200000922946000000008

Account Number:	07900543232882
Balance Forward - PAST DUE	\$6,771.80
Current Charges Due 08/01/2014	\$2,457.66
TOTAL AMOUNT DUE	\$9,229.46
<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

*Emailed Mayor + Village Clerk for
BOT mtg -*

BETHEL SOUNDS OF PRAISE PENTECOSTAL FELLOWSHIP MINISTRIES, INC.
48 Purdy Avenue - P.O. Box 707 • Port Chester, New York 10573
(914) 939-1517
Elder Mary Helen Taylor, Pastor

June 26, 2014

VILLAGE OF PORT CHESTER

Honorable Mayor Pagano
222 Grace Church St.
Port Chester, NY 10573

AUG 01 2014

RECEIVED *M*

Dear Mayor Pagano, :

Bethel Sounds of Praise Pentecostal Fellowship Ministries, Inc. is planning a "Community Day" an outreach day and concert to be held on Saturday, August 23, 2014 from 12 noon to 6:00 p.m. We are requesting permission to block off the corner of Townsend Street entrance to the corner of Ryan Ave in Port Chester. The event will be a full day of information and entertainment presented free to the general public, including vendors and a concert featuring local and gospel artists. We are hoping to reach people who might otherwise not be exposed to our worship center.

We are looking forward to **"EMBRACING OUR MULTICULTURAL COMMUNITY"** as an outreach event and sharing our faith of Jesus Christ. Please contact (Mrs. Cheryl Ross @ 914-565-7906) for further information and or questions.

Very truly yours,

Rev. Mary Helen Taylor, Pastor

Serving the Port Chester Community Since 1965

**PUBLIC COMMENTS
AND
BOARD COMMENTS**