

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

TIME: 6:00 P.M.

	PROPOSED MOTION FOR EXECUTIVE SESSION	ACTION
1	Concerning a particular person in the Police Department.	
2	Consultation with Village Attorney / Labor Counsel with regard to career fire fighters.	
3	MTA – Consultation with Village Attorney with regard to property conditions at the Port Chester Metro-North Railroad station.	

TIME: 7:00 P.M.

I	AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION RE:	ACTION
1	Public hearing to consider adopting a local law further modifying the amnesty period of the permit amnesty program.	
II	PUBLIC COMMENTS	ACTION
III	RESOLUTIONS	ACTION
	Administration	
1	Rescinding the transfer of Village Election to Westchester County Board of Election.	
2	Setting Election Day as Wednesday, March 18, 2015.	
3	Requesting assistance from the County of Westchester due to impasse with regard to Community Development Block Grant program (CDBG).	
	Appointment(s)	
4	Promotion of a Sergeant to Lieutenant with the Village of Port Chester Police Department.	
5	Promotion of a Sergeant to Lieutenant with the Village of Port Chester Police Department	
6	Promotion of a Police Officer to Sergeant with the Village of Port Chester Police Department	
7	Promotion of a Police Officer to Sergeant with the Village of Port Chester Police Department.	
8	Promotion of a Police Officer to Sergeant with the Village of Port Chester Police Department	

	Parks / Recreation	
9	Approval for Village Manager to enter into agreements with individual instructors to provide programming for the After School Reading and Visual Arts programs.	
	Finance	
10	Transfer of \$44,569.40 from DEA Asset Forfeiture Funds to equipment for the purchase of replacement body armor and supplemental body armor.	
11	Awarding Bid 14-06 – 2014 Village Sidewalk improvements and concrete pad installation.	
IV	DISCUSSIONS	ACTION
1	Bulkhead	
2	On removing the exception listed in 345.14 (A) (3); additionally and having our planning staff expand upon the ability of applicants to share parking spaces 345.14 (B) (7).	
3	Sidewalk Betterment Program	
V	CORRESPONDENCE	ACTION
1	Sewer Rent Appeal 233-237 Westchester Ave. – H. Ravikoff.	
2	Sewer Rent Appeal 44-48 Poningo Street – H. Ravikoff.	
3	Sewer Rent Appeal 33 New Broad Street – H. Ravikoff.	
4	From Washington Engine & Hose Co. #4, Inc. the election of Kevin Brennan to active membership.	
5	From Fire Patrol & Rescue Co. #1 on the resignation of Andrieu Reyes.	
6	From Richard A. Falanka requesting consideration to be appointed to the Taxi Commission.	
7	From the Park Commission on the removal of t-ball fields in Lyon Park.	
8	From Rev. Timothy Zak of Our Lady of the Rosary Church requesting permission to have a procession on October 19, 2014.	
9	From Yvette Solis, Veterans' Day Co-Chair for KSS PTA, regarding Veterans' Day Flag-Raising Ceremony and Continental Breakfast.	
10	From Bill Villanova regarding International Walk to School Day at King Street School on October 8, 2014.	
VI	MINUTES	
1	Minutes from September 15, 2014	
2	Minutes from September 22, 2014	
VII	PUBLIC COMMENTS AND BOARD COMMENTS	ACTION

TIME: _____

**PROPOSED MOTION
FOR
EXECUTIVE SESSION**

AFFIDAVIT OF PUBLICATION
AND
NOTICE OF PUBLICATION RE



VILLAGE OF PORT CHESTER
DEPARTMENT OF PLANNING & DEVELOPMENT
222 Grace Church Street, Rm. 202
Port Chester, NY 10573
(P) 914.937.6780
(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: Amnesty Local Law SEQRA Classification – Type II

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

Date: October 1, 2014

Note that extension of the existing Amnesty Law is deemed a Type II Action under the New York State Quality Environmental Review Act, SEQRA, specifically Section 617.5 (27) “adoption of regulations, policies or procedures and local legislative decisions in connection with any item on this (*Type II*) list”. The specific Type II connection is as follows: Section 617.5 (19) “official acts of ministerial nature involving no exercise of discretion, including building permits...where issuance is predicated solely on the applicant’s compliance or noncompliance with local building...codes.”

Simply stated, the law defines specific criteria for eligibility for the Amnesty Program (no discretionary approvals required) warranting the classification of the Action as Type II under current SEQRA regulations. No further environmental review is required.

AN INTERIM LOCAL LAW FURTHER MODIFYING THE AMNESTY PERIOD OF THE
PERMIT AMNESTY PROGRAM

SECTION 1: Purpose and Intent.

Pursuant to Local Law No. 4 of 2012, the prior Board of Trustees adopted an interim local law establishing a permit amnesty program to all properties within the Village of Port Chester under certain terms and conditions. The local law provided for a time period to make application for such amnesty which period has been extended with the last extension being to September 30, 2014.

SECTION 2: Amnesty Period

Section 2 of Local Law No. 4 of 2012 is further modified so that the amnesty period for the Permit Amnesty Program shall be deemed to expire on September 30, 2015.

SECTION 3: Effective Date

This local law shall be effective upon due publication and filing with the Secretary of State.

PUBLIC NOTICE

PUBLIC NOTICE is hereby given that the Board of Trustees of the Village of Port Chester, New York, will hold a PUBLIC HEARING on Monday, October 6, at 7:00 P.M., or as soon thereafter at the Port Chester Justice Courtroom, 2nd Floor, 350 North Main Street, Port Chester, New York, to consider adopting a local law further modifying the amnesty period of the permit amnesty program.

Interested persons are invited to attend and will be afforded the opportunity to be heard at this time. The copy of the proposed local law is available at the Village Clerk's office or online at the Village website www.portchesterny.com.

Date: September 5, 2014

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

PUBLIC COMMENTS

RESOLUTIONS



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Clerk

BOT Meeting Date: 10/6/2014

Item Type: Resolution

Sponsor's Name: Select Sponsor's Name.

Description	Yes	No	Description	Yes	No
Fiscal Impact	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Funding Source:			BID #		
Account #:			Strategic Plan Priority Area		
	Yes	No	Choose a Strategic Plan Area		
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Choose a Manager Priority		

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

RESCINDING AUTHORITY TO THE COUNTY OF WESTCHESTER
 BOARD OF ELECTIONS TO CONDUCT THE VILLAGE ELECTION

Summary

Background:

On June 16, 2014 the Board adopted a resolution authorizing the transfer to conduct Village Election to the County of Westchester Board of Elections (BOE), subject to a permissive referendum pursuant to the provisions of Article 9 of the Village Law of the State of New York.

The Village Clerk then delivered the attached resolution to the County Board of Election (see attached).

After several weeks passed without a response from the County, the Village Attorney along with the Village Clerk made several calls to the BOE and were advised that the matter was referred to the Law Department and that the County Attorney was reviewing it.

The Village Attorney then contacted the County Attorney's office and was told that they are still reviewing it.

Given the time limitations in the statute, and lack of acknowledgment from the County Attorney or BOE, the Village Clerk wrote a letter to Mr. Robert Meehan, County Attorney stating the Village must have a determination (see attached).

On September 11, 2014, the Village received a correspondence from the BOE declining to conduct the Village Election.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

June 16, 2014 Resolution Notice on referendum on petition Correspondence to Mr. Robert Meehan, County Attorney Reply from Westchester Board of Elections

RESCINDING AUTHORITY TO THE COUNTY OF WESTCHESTER
BOARD OF ELECTIONS TO CONDUCT THE VILLAGE ELECTION

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

WHEREAS, pursuant to New York State Election Law, Section 15-104(c), villages may adopt a resolution, subject to permissive referendum, providing that the village election be conducted by the county board of elections; and

WHEREAS, by resolution adopted on June 16, 2014, the Board of Trustees transferred the Village Election to the Westchester County Board of Elections; and

WHEREAS, the next Village Election is scheduled to be held on Wednesday, March 18, 2015 for the office of Mayor; and

WHEREAS, the County Board of Elections has since advised that it is not authorized to conduct the Village Election based on the unique circumstances of the pending litigation between the Village and the U.S. Department of Justice. Now, therefore, be it

RESOLVED, that the resolution adopted on June 16, 2014 transferring the conduct of Village Election to the Westchester County Board of Elections is hereby rescinded.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

AUTHORIZING THE COUNTY OF WESTCHESTER
BOARD OF ELECTIONS TO CONDUCT THE VILLAGE ELECTION

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


WHEREAS, pursuant to New York State Election Law, Section 15-104(c), the Board of Trustees may adopt a resolution, subject to permissive referendum, providing that Village of Port Chester ("Village") Election shall be conducted by the County of Westchester Board of Elections; and

WHEREAS, the next Village Election is scheduled to be held on Tuesday, March 17, 2015 for the Mayor; and

WHEREAS, the Board of Trustees believes it is in the best interest of the Village for the County of Westchester Board of Elections to conduct the Village Election. Now, therefore, be it

RESOLVED, that pursuant to New York State Election Law, Section 15-104(c), the Village of Port Chester transfers the conduct of Village Election to the County of Westchester Board of Elections, subject to a permissive referendum pursuant to the provisions of Article 9 of the Village Law of the State of New York.

Approved as to Form:


Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees Adams, Brakewood, Marino, Kenner, Ceccarelli and Mayor Paganò.
NOES: None
ABSENT: Trustee Terenzi.

DATE: June 16, 2014

RECEIVED
BOARD OF ELECTIONS
WESTCHESTER COUNTY, NY
2014 JUN 18 AM 11:00

CERTIFICATION OF RECORDS

STATE OF NEW YORK)

SS:

COUNTY OF WESTCHESTER)

I, Janusz R. Richards, the undersigned Village Clerk of the Village of Port Chester, New York, DO HEREBY CERTIFY.

That I have compared the annexed copy of a resolution adopted by the Board of Trustees of the Village of Port Chester, New York on June 16, 2014, and that the same is a true and correct copy therefrom.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Port Chester, New York this 17th day of June, 2014.

Westchester County Board of Elections
2014 Official 2014



COPY

Westchester
gov.com


Village Clerk,
Village of Port Chester, New York

AUTHORIZING THE COUNTY OF WESTCHESTER
BOARD OF ELECTIONS TO CONDUCT THE VILLAGE ELECTION

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


WHEREAS, pursuant to New York State Election Law, Section 15-104(c), the Board of Trustees may adopt a resolution, subject to permissive referendum, providing that Village of Port Chester ("Village") Election shall be conducted by the County of Westchester Board of Elections; and

WHEREAS, the next Village Election is scheduled to be held on Tuesday, March 17, 2015 for the Mayor; and

WHEREAS, the Board of Trustees believes it is in the best interest of the Village for the County of Westchester Board of Elections to conduct the Village Election. Now, therefore, be it

RESOLVED, that pursuant to New York State Election Law, Section 15-104(c), the Village of Port Chester transfers the conduct of Village Election to the County of Westchester Board of Elections, subject to a permissive referendum pursuant to the provisions of Article 9 of the Village Law of the State of New York.

Approved as to Form:


Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees Adams, Brakewood, Marino, Kenner, Ceccarelli and Mayor Pagan

NOES: None

ABSENT: Trustee Terenzi.

DATE: June 16, 2014

CERTIFICATION OF RECORDS

STATE OF NEW YORK)

SS:


COUNTY OF WESTCHESTER)

I, Janusz R. Richards, the undersigned Village Clerk of the Village of Port Chester, New York, DO HEREBY CERTIFY.

That I have compared the annexed copy of a resolution adopted by the Board of Trustees of the Village of Port Chester, New York on June 16, 2014, and that the same is a true and correct copy therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Port Chester, New York this 17th day of June, 2014.

(Seal)


Village Clerk,
Village of Port Chester, New York

RECEIVED
BOARD OF ELECTIONS
WESTCHESTER COUNTY, N.Y.
2014 JUN 18 AM 10:58

Westchester County Board of Elections
2014
Official
Westchester
gov.com
COPY


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

JANUSZ R. RICHARDS, Village Clerk of the Village of Port Chester, New York (the "Village"), do hereby certify as follows:

1. That on June 18, 2014 the Village of Port Chester Board of Trustees duly adopted a resolution authorizing the County of Westchester Board of Elections to conduct the Village Election.
2. That said resolution is subject to a permissive referendum.
3. That within 10 days after the adoption of the resolution aforesaid, I did, in the same manner as provided for a notice of a general election, cause to be posted at the following locations, Village Hall, 222 Grace Church St., Port Chester, New York, Village Justice Courtroom, 350 North Main St., Port Chester, New York, Port Chester Senior Community Center, 220 Grace Church St. Port Chester, New York, Village Clerk Office, 222 Grace Church St., Suite 120, Port Chester, New York, Town of Rye, 10 Pearl St, Port Chester, New York, The Port Chester-Rye Brook Public Library, 1 Haseco Ave, Port Chester, NY, US, 10573, and published a notice in the official newspapers of the Village of Port Chester setting forth the date of the adoption of the aforesaid resolution together with an abstract of such resolution, concisely stating the purpose and effect thereof and that said resolution was adopted subject to a referendum on petition.
4. That more than 30 days have elapsed since the adoption of said resolution and the posting and publication of the aforesaid notice and no petition protesting against such resolution and requesting that it be submitted to the electors for their approval or disapproval has been filed with the deponent as Village Clerk.



Janusz R. Richards

Sworn to before me this
18 day of June, 2014


Notary Public

CAROL PLANT
Notary Public State of N.Y.
No. O1PL6197486
Qualified in Westchester County
Commission Expires Dec. 1, 2016



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, NY 10573

Janusz R. Richards
Village Clerk

(914) 939-5202
Fax: (914) 305-2560
E-mail: jrrichards@portchesterny.com

August 5, 2014

Mr. Robert Meehan, County Attorney
County of Westchester
148 Martine Avenue
White Plains, New York 10601

Re: Transfer of Village Election

Dear Mr. Meehan:

I am writing to you as the Election Officer for the Village of Port Chester.

Pursuant to the authority of Election Law, Section 15-104(1)(c), the Village Board of Trustees adopted the attached resolution on June 16, 2016 choosing to have the County Board of Elections conduct the Village Election.

We have not received a response from the Board of Elections who advised that the matter was referred to the Law Department. We were assured by Carol Arcuri of your office that we would receive a response on Friday so we would be able to advise the Village Board at their meeting last night.

To clarify an issue that was discussed with Ms. Arcuri, the Village's request would not include the 2016 Village Election which involves only the Trustees and, as such, is subject to a Consent Decree with the U.S. Department of Justice. If the Village should be unable to negotiate an amendment to the Consent Decree through a preclearance process, it will make request on the County to not conduct the 2016 Election only. In any event, the 2015 Village Election involving only the Mayor is not affected.

Given the time limitations in the statute, the Village must have an acknowledgment and determination from the County as soon as possible.

Thank you for your personal attention to this important matter.

Very truly yours,

Janucz R. Richards
Village Clerk

JRR:mtv
Attachment

WESTCHESTER COUNTY
2014 AUG - 5 P 12:42
COUNTY ATTORNEY

08/05/2014

I delivered the letter to Linda Perretto, secretary to Robert Meehan personally at 12:42 PM Tuesday August 5, 2014

Janusz R. Richards, Village Clerk



REGINALD A. LAFAYETTE
Commissioner
Fax 914-995-7753
JEANNIE L. PALAZOLA
Deputy Commissioner

25 Quarropas Street
White Plains, NY 10601
914-995-5700
www.westchestergov.com/boe

DOUGLAS A. COLETY
Commissioner
Fax 914-995-3190
NANCY E. MEEHAN
Deputy Commissioner

September 11, 2014

Mr. Janusz R. Richards
Village Clerk
Village of Port Chester
222 Grace Church Street
Port Chester, New York 10573

Re: Village of Port Chester Elections

Dear Mr. Richards:

The County Board of Elections is in receipt of the Village's Resolution requesting the transfer of the conduct of the Village elections to the County of Westchester Board of Elections. The County Board must decline.

The Board of Elections may conduct elections *only* in accordance with the New York Election Law. By Consent Decree, entered into between the Village of Port Chester and the United States of America on February 11, 2010 ("Consent Decree"), the Village agreed to undertake various measures related to the conduct of all village elections that are neither provided for nor authorized by the Election Law. Accordingly, the Board cannot administer village elections in the Village of Port Chester as the Consent Decree imposes duties and/or terms in excess of and/or inconsistent with those set forth in the Election Law. Moreover, while the Village may regain conduct of its elections by repealing the resolution, there is no grant of authority to the Board of Elections to return the conduct of the elections to the Village.

Notwithstanding the foregoing, the County Board remains available to offer technical advice and assistance in the Village's conduct of its elections.

Very truly yours,

Douglas A. Colety
Commissioner

Reginald A. LaFayette
Commissioner



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Clerk

BOT Meeting Date: 10/6/2014

Item Type: Resolution

Sponsor's Name: Janusz Richards, Village Clerk

Description	Yes	No	Description	Yes	No
Fiscal Impact	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Funding Source:			BID #		
Account #:			Strategic Plan Priority Area		
	Yes	No	Choose a Strategic Plan Area		
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Choose a Manager Priority		

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

Setting Election date as Wednesday, March 18, 2015.

Summary

Background:

In accordance with the Village Charter and State Election Law, the Annual Village Election is held on the third Tuesday of March.

The third Tuesday in March of 2015 is March 17, which is St. Patrick's Day. The Board must adopt a resolution providing that the 2015 Election shall be held on Wednesday, March 18, 2015 (Pursuant to Election Law § 15-104(l)(a), if the third Tuesday in March falls on the 17th (St. Patrick's Day), the Board of Trustees must pass a resolution setting forth that the election will be held on the 18th day of March) for the office of Mayor.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Resolution

ESTABLISHING DATE FOR 2015 VILLAGE ELECTION

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

WHEREAS, pursuant to the Village Charter and State Election Law, the Annual Village Election is held on the third Tuesday of March; and

WHEREAS, the 2015 Village Election would therefore ordinarily be conducted on March 17, 2015; and

WHEREAS, however, since March 17, 2015 falls on St. Patrick's Day, the Board must adopt a resolution providing that the 2015 Election shall be held instead on Wednesday, March 18, 2015 for the office of Mayor; and

WHEREAS, all other deadlines for the 2015 Election shall be computed from the March 17, 2015 date. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby establishes the date for the 2015 Village Election for the office of Mayor shall be Wednesday, March 18, 2015.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Office of the Village Attorney

Village BOT Meeting Date:

ORIGINALLY - June 3, 2014, October 6, 2014

Item Type: Resolution

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

Sponsor's Name: Select Sponsor's Name.

Heading Title
(Will appear as indicated below on Agenda)

REQUESTING ASSISTANCE FROM THE COUNTY OF WESTCHESTER DUE TO IMPASSE WITH REGARD TO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Summary

Background:

As a participant of the Westchester Urban County Consortium, the Village of Port Chester has historically received the highest level of Community Development Block Grant (CDBG) funding of any member municipality. The program is administered by the County Department of Planning.

The U.S. Department of Housing and Urban Development (HUD) and Westchester County have been at an impasse. As a result, the Village of Port Chester, and other

communities in need, have been denied previously allocated CDBG funding and no further funding has been since awarded for the past several years.

In correspondence from the County Executive's office, the County Executive has determined that the County should forgo further participation in the CDBG program and announced a Community Housing Infrastructure Program (CHIIP) that would provide \$5 million in grants over five years for municipalities like Port Chester which unjustly lost CDBG funding. The CHIIP program requires approval from the County Board of Legislators to be implemented.

The resolution addresses both points in the County Executive's correspondence in demonstrating support for Village residents with regard to community development and authorizes the Mayor to act on the Board's behalf.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Letter from Deputy County Executive, Kevin J. Plunkett, dated May 9, 2014 Description of Community Housing Infrastructure Investment Program (CHIIP) Low/Moderate Income Percentages (non CDBG) Municipalities.

**REQUESTING ASSISTANCE FROM THE COUNTY OF WESTCHESTER DUE
TO CONTINUED IMPASSE WITH REGARD TO COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, as a member of the Westchester Urban County Consortium (Consortium), the Village of Port Chester participates in the Community Development Block Grant (CDBG) program administered by the Westchester County Department of Planning; and

WHEREAS, through the Consortium, the Village has historically been the largest recipient of CDBG grants in Westchester County; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) and Westchester County are currently at an impasse arising out of the County's implementation of the affordable housing settlement in the matter of *United States of America ex rel. Anti-Discrimination Center of Metro New York, Inc., v. Westchester County, New York*; and

WHEREAS, as a result of this impasse, communities in need, such as the Village of Port Chester, not-for-profits, and local social services agencies aiding low and moderate income residents in the Village have been denied previously allocated CDBG funding and no further funding has since been awarded; and

WHEREAS, as far back as 2011, the Urban County Council in Westchester County ("Council") which includes representatives from each of the municipalities in the Consortium, requested that HUD resolve the impasse in an expeditious manner, all to no avail; and

WHEREAS, for 2011 through 2013, the Village of Port Chester, not-for-profits, and local social service agencies were awarded \$1,673,750.00 in CDBG funds to the Don Bosco Community Center, the Open Door Family Medical Center, the Village of Port Chester, the Village of Port Chester Housing Authority, and the Clay Arts Center for vital social service programs and municipal infrastructure projects related to homeless prevention; sidewalk, sewer, and streetscape improvements; and youth development, but these funds have yet to be released, and

WHEREAS, in correspondence from the Deputy County Executive dated May 9, 2014, the County Executive has determined that the County should forego participating in a new qualification period for future CDBG funding and that the Village would be eligible to apply to New York State for participation in the Small Cities CDBG program; and

WHEREAS, such correspondence also stated that the County Executive had proposed the introduction of a Community Housing Infrastructure Program (CHIIP) consisting of a five-year, \$5 million program that would assist those municipalities with the highest percentage of low to moderate income populations that unjustly lost CDBG funding; and

WHEREAS, based on population requirements, the Village is, in fact, not eligible to participate in the Small Cities program; and

WHEREAS, the action of the County Board of Legislators is required to fund same and such approval is far from assured; and

WHEREAS, at a meeting on May 28, 2014, the Urban County Council adopted a resolution requesting that the County Executive timely make application for future CDBG funding in the next funding cycle; and

WHEREAS, the Village of Port Chester, which has done more than its fair share in providing fair housing, has been negatively impacted by the continued impasse. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby supports whatever effort that will provide assistance to the residents of the Village of Port Chester with regard to community development; and be it further

RESOLVED, to that end, the Board authorizes the Mayor to forward correspondence, together with a copy of this resolution, making request on the County of Westchester as follows:

0 That the County Executive timely make application in the CDBG program so as to participate in the next qualification period so as to provide the opportunity for funding to be restored to the Village and local agencies; and

0 That County Legislator, David Gelfarb, support and lead his counterparts on the County Board of Legislators in approving the requisite funding for the proposed CHIIP program so as to provide some recompense to the Village for the loss of CDBG funding.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

Robert P. Astorino
County Executive

Kevin J. Plunkett
Deputy County Executive

May 9, 2014

VIA Email

Hon. Neil Pagano, Mayor
Village of Port Chester
222 Grace Church Street
Port Chester, New York 10573

Re: *Westchester Urban County Consortium Participation*

Dear Mayor Pagano,

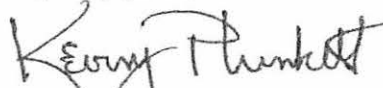
Paragraph 12 of the Westchester Urban County Consortium Cooperation Agreements that were executed in 2005 and were renewed in 2008 and 2011 states:

This Agreement will be automatically renewed for participation in successive three year qualification periods, **unless the County or the Municipality provides written notice that it elects not to participate in a new qualification period.** (*emphasis added*)

Please be advised that the County Executive has determined that the County should forego participating in a new qualification period. The existing agreements will keep the Consortium in effect until April 30, 2015. After this date, your municipality will be eligible to apply to New York State for participation in the Small Cities CDBG program.

In addition, on May 1, 2014 the County Executive proposed the introduction of a Westchester County Community Housing Infrastructure Investment Program (CHIIP) to assist those municipalities with the highest concentration of low to moderate income populations that have unjustly lost HUD funding for various projects that were to be funded by CDBG money. Funding for CHIIP is proposed to be incorporated into the County's 2014 Capital Budget with a total of \$5 million to be budgeted for 2014. Please contact the Commissioner of Planning Edward Buroughs at (914) 995-4402 to follow-up on the CHIIP process.

Very truly yours,



Kevin J. Plunkett
Deputy County Executive

cc: Hon. Robert Astorino, County Executive
George Oros, Chief of Staff
Edward Buroughs, Commissioner of Planning

BPL31 Community Housing Infrastructure Investment Program (CHIIP)**FIVE YEAR CAPITAL PROGRAM (in thousands)**

	Estimated							
	Ultimate	Appro-						Under
	Total Cost	priated	2014	2015	2016	2017	2018	Review
Gross	5,000	0	0	0	0	0	0	5,000
Less non-County Shares								
Net	5,000	0	0	0	0	0	0	5,000

Project Description:

The Westchester Community Housing Infrastructure Investment Program (CHIIP) is a fund to assist those municipalities with the highest percentage of low to moderate income populations that have unjustly lost HUD funding for various projects that were to be funded by the County's Community Development Block Grant program. The municipal application process for these funds will be developed by the County Department of Planning and the criteria will include:

1. A municipality shall have 30% or greater percentage of low and moderate income population (excluding municipalities that could qualify to directly administer and be awarded Housing and Urban Development [HUD] CDBG funds). This factor may be adjusted based on consideration of:
 - the overall income level of Westchester residents;
 - the median or average income of the municipality;
 - the number of persons in municipality below the poverty level; and
 - the number of housing units in municipality defined as substandard or overcrowded.
2. Initially, eligible projects shall be those previously submitted to the County and recommended for funding under the CDBG program.
3. A municipality must provide an investment match of at least 50% of the total cost of construction and design.
4. Municipalities will be responsible for design; the design will be subject to review by the County.
5. The County must be granted an ownership interest in the property to be improved to run for the life of the County bonds.
6. The municipality must agree to indemnify the County and maintain the improvements.
7. Projects must be completed within 36 months of execution of the Inter-Municipal Agreement between the municipality and the County.
8. The existing structure of the Urban County Council Consortium (limited to the eligible municipalities as defined under #1 above) shall be utilized as the screening committee to make recommendations on awarding grants.
9. The County Department of Planning will develop an application process for projects to be considered in the years beyond those already filed under the prior CDBG program.

These criteria in many respects mirror those in the current CDBG program; however, the County will not impose other conditions that HUD has placed on the County via its regulations governing CDBG funds.

When a project has been determined to be feasible, a separate bond act will be submitted for the review and approval of the Board of Legislators on a site specific basis.

APPROPRIATION/FUNDING REQUESTS:

Under Review: Proposed CBA for eligible municipal capital projects.

Low/Moderate Income Percentages in Westchester (non-CDBG) Municipalities

<u>Municipality</u>	<u>% Low/Mod</u>	
Port Chester	65.4	not in settlement
Peekskill	62	not in settlement
Ossining Village	55.7	not in settlement
Sleepy Hollow	55	not in settlement
Elmsford	52	not in settlement
Mount Kisco	49.5	not in settlement
Mamaroneck Village	44	not in settlement
Buchanan	43.5	
Tuckahoe	41.1	
Tarrytown	41	
Dobbs Ferry	37.9	
Cortlandt	34.9	
Harrison	33	
Eastchester	31	
Pelham Village	31	
Yorktown	31	
Croton	30	
Greenburgh	28.6	not in settlement
Somers	28	
Pleasantville	27.3	
Hastings	27	
Ossining Town	25.4	
Ardsley	25	
Bedford	25	
Pelham Manor	24	
Irvington	23.5	
North Salem	23	
Rye Brook	23	
Rye City	22	
Mount Pleasant	20.6	
Mamaroneck Town	20	
North Castle	20	
Larchmont	19.5	
Lewisboro	17	
Briarcliff Manor	16	
New Castle	14	
Bronxville	13	
Pound Ridge	12	
Scarsdale	11	

Based on 2000 Census

From the FY 2009-2013 Consolidated Plan/ FY 2012-14 CDBG Program Manual

Could be updated to see if change based on American Community Survey data

RESOLUTION

APPOINTING OF POLICE LIEUTENANT WITH THE VILLAGE OF PORT
CHESTER

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

RESOLVED, that Sergeant _____, be and he hereby is promoted to
Lieutenant with the Village of Port Chester Police Department.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

RESOLUTION

APPOINTING OF POLICE LIEUTENANT WITH THE VILLAGE OF PORT
CHESTER

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

RESOLVED, that Sergeant _____, be and he hereby is promoted to
Lieutenant with the Village of Port Chester Police Department.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

RESOLUTION

APPOINTING OF POLICE SERGEANT WITH THE VILLAGE OF PORT CHESTER

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

RESOLVED, that Police Officer _____, be and he hereby is promoted to Sergeant with the Village of Port Chester Police Department.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

RESOLUTION

APPOINTING OF POLICE SERGEANT WITH THE VILLAGE OF PORT CHESTER

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

RESOLVED, that Police Officer _____, be and he hereby is promoted to Sergeant with the Village of Port Chester Police Department.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

RESOLUTION

APPOINTING OF POLICE SERGEANT WITH THE VILLAGE OF PORT CHESTER

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

RESOLVED, that Police Officer _____, be and he hereby is promoted to Sergeant with the Village of Port Chester Police Department.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Recreation Department

BOT Meeting Date: 10/6/2014

Item Type: Resolution

Sponsor's Name: Heather Krakowski, Recreation Leader

Description	Yes	No	Description	Yes	No
Fiscal Impact	x	<input type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	x
Funding Source: Account #: 7310.0434 & 7310.0435			BID #		
			Strategic Plan Priority Area		
			Quality of Life & Village Image		
Agreement	x	<input type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	x	Choose a Manager Priority		

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

Approval for Village Manager to enter into agreements with individual instructors to provide programming for the After School Reading and Visual Arts programs.

Summary

Background: The Village has operated an after-school reading and art program for over 10 years. Administered through the Recreation Department, the programs are held at Corpus Christi School from November to May, Mondays through Thursdays from 3 – 5 p.m. the Village Budget appropriated monies for both reading and arts program instructors who are retained as independent contractors. Each year, the Village is reimbursed about \$7,000 for both programs by the New York Office of Children and Family Services. The programs run out of Corpus Christi because they are able to provide the space needed to run both programs (Art room and some supplies are utilized) for Reading (Library, computers and additional classrooms are utilized) Other facilities were unable to provide the days and space needed to run these programs

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Resolution Contracts for individual instructors

RECREATION DEPARTMENT
AFTER SCHOOL READING & VISUAL ART PROGRAMS

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 Recreation Program requires instructors;
and

WHEREAS, such services have been appropriated in the 2014-2015 Village Budget; and

WHEREAS, the Recreation Supervisor has selected several providers to facilitate these programs. Now, therefore be it

RESOVLED, that the Board of Trustees hereby authorizes the Village Manager to enter into the following agreements with regard to the Village of Port Chester Recreation After-School Reading and Visual Art Programs;

- Mario Coronado as a Reading Facilitator in the amount of \$40.00 per two hour session
- Meghan Loper as a Reading Facilitator in the amount of \$30.00 per two hour session
- Anne Lammers as a Reading Specialist in the amount of \$40.00 per two hour session
- Deirdre McDermott as an Art Specialist in the amount of \$40.00 per two hour session.
- Kathy Loper as an Art & Reading Coordinator in the amount of \$40.00 per two hour session.
- Pam Mickatavage as an Art Specialist in the amount of \$40.00 per two hour session; and
- Cathy Terrana as an Art Specialist in the amount of \$40.00 per two hour session.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

After School Reading and Visual Art Programs

Name & Address	Position	Rate
Mario Coronado 201 Commons Park South Unit 509 Stamford, CT 06902	Reading Facilitator	\$40.00 per 2 hour session
Position Description – Encourages children to read books of their interest, to discuss the book after completion and socialize with other children within the reading program regarding books they have read. To encourage a joy of reading for pleasure.		
Meghan Loper 112 Grandview Avenue Port Chester, NY 10573	Reading Facilitator	\$30.00 per 2 hour session
Position Description – Encourages children to read books of their interest, to discuss the book after completion and socialize with other children within the reading program regarding books they have read. To encourage a joy of reading for pleasure.		
Anne Lammers 19 Howard Parkway New Rochelle NY 10801	Reading Facilitator	\$40.00 per 2 hour session
Position Description – Encourages children to read books of their interest, to discuss the book after completion and socialize with other children within the reading program regarding books they have read. To encourage a joy of reading for pleasure.		
Deirde McDermott 149 Broadview Avenue Port Chester NY 10573	Art Specialist	\$40.00 per 2 hour session
Position Description – Encourages children to be creative, original, and independent through the use of different art projects, and to socialize and share their ideas and designs with other children in the program.		
Pam Mickatavage 29 Francis Lane Port Chester, NY 10573	Art Specialist	\$40.00 per 2 hour session
Position Description – Encourages children to be creative, original, and independent through the use of different art projects, and works with children to socialize and share their ideas and designs with other children in the program.		
Cathy Terrana 245 Park Avenue West Hearnison, NY 10604	Art Specialist	\$40.00 per 2 hour session
Position Description – Encourages children to be creative, original, and independent through the use of different art projects, and works with children to socialize and share their ideas and designs with other children in the program.		
Katherine Loper 112 Grandview Avenue Port Chester, NY 10573	Art & Reading Coordinator	\$40.00 per 2 hour session
Position Description – Oversees both programs daily, takes attendance for children and staff, coordinates with Recreation Leader for payment and organization of both programs		

AGREEMENT

This AGREEMENT, entered into this _____ day of November 2014, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the “VILLAGE” and MARIO CORONADO, 201 Commons Park South, Unit 509, Stamford, CT 06902 hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, the Village of Port Chester Recreation Department provides instruction for an After School Reading and Visual Arts Program funded in part by the New York State Office of Children and Family Services; and

WHEREAS, the Village seeks a qualified individual on a part-time contractual basis to act as Reading Facilitator; and

WHEREAS, the Contractor, by virtue of her education, professional background and work experience, has demonstrated that she possesses the skills and abilities necessary to successfully assist the Village in this regard. NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services

The Village hereby contracts with Contractor to provide services as Reading Facilitator with the Port Chester Recreation Department in the Village’s After-School Reading and Visual Arts Program as per the attached Description of Services in Exhibit “A”.

2. Term

The term of this agreement is for the period through May 31, 2015, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

3. Compensation

The Village shall pay the Contractor \$40.00 per two-hour session.

4. Independent Contractor

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the Services which are the subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village.

In no event shall the Village be responsible to the Contractor for the payment of any fringe benefits, pension, workers compensation or other benefits that may usually accrue to employees of the Village.

5. Invoicing

Invoices for payment shall be submitted to the Village Finance Office.

6. Indemnification

The Contractor agrees to indemnify and hold harmless the Village and its officers, agents and employees from any all claims, demands, costs, actions, causes of action, proceedings, expenses, losses, damages and liabilities, including attorneys fees, resulting from or caused by the willful or negligent omissions and/or acts of the Contractor in the performance of the Services.

7. Assignment

This agreement is predicated upon the unique skill, knowledge and expertise of the Contractor and is personal to the Contractor and may not be assigned.

8. Termination

This agreement may be terminated if the Contractor fails to perform the Services in a manner satisfactory to the Village.

9. Notices

(i) If to Contractor:

Mario Coronado
201 Commons Park South
Unit 509
Stamford, CT 06902

(ii) If to Village:

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

10. Miscellaneous

This agreement embodies all of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall supersede all agreements, written or oral, relating to the retainer of the Contractor. This agreement may not be amended, modified or terminated except by in writing signed by the parties.

11. Dispute Resolution

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

12. Governing Law

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

13. Interpretation/Severability

The captions set forth in this agreement are for convenience only and shall not be considered as part of this agreement or in any way limiting or amplifying its terms or provisions.

Each section, subsection and lesser section of this agreement constitutes a separate and distinct undertaking, covenant and/or provision. In the event that any provision of this agreement is determined to be unlawful, such provision shall be deemed to be severed from this agreement, but every other provision of this agreement shall remain in full force and effect.

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

VILLAGE OF PORT CHESTER

MARIO CORONADO

Christopher D. Steers
Village Manager

Contractor

Approved as to Form:

Anthony M. Cerreto
Village Attorney

AGREEMENT

This AGREEMENT, entered into this _____ day of November 2014, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the “VILLAGE” and MEGAN LOPER, 112 Grandview Avenue, Port Chester, New York 10573, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, the Village of Port Chester Recreation Department provides instruction for an After School Reading and Visual Arts Program funded in part by the New York State Office of Children and Family Services; and

WHEREAS, the Village seeks a qualified individual on a part-time contractual basis to act as a Reading Facilitator for the 2014-2015 Fiscal Year; and

WHEREAS, the Contractor, by virtue of her education, professional background and work experience, has demonstrated that she possesses the skills and abilities necessary to successfully assist the Village in this regard. NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services

The Village hereby contracts with Contractor to provide services as a Reading Facilitator with the Port Chester Recreation Department in the Village’s After-School Reading and Visual Arts Program as per the attached Description of Services in Exhibit “A”.

2. Term

The term of this agreement is for the period through May 31, 2015, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

3. Compensation

The Village shall pay the Contractor \$30.00 per two-hour session.

4. Independent Contractor

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the Services which are the subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village.

In no event shall the Village be responsible to the Contractor for the payment of any fringe benefits, pension, workers compensation or other benefits that may usually accrue to employees of the Village.

5. Invoicing

Invoices for payment shall be submitted to the Village Finance Office.

6. Indemnification

The Contractor agrees to indemnify and hold harmless the Village and its officers, agents and employees from any all claims, demands, costs, actions, causes of action, proceedings, expenses, losses, damages and liabilities, including attorneys fees, resulting from or caused by the willful or negligent omissions and/or acts of the Contractor in the performance of the Services.

7. Assignment

This agreement is predicated upon the unique skill, knowledge and expertise of the Contractor and is personal to the Contractor and may not be assigned.

8. Termination

This agreement may be terminated if the Contractor fails to perform the Services in a manner satisfactory to the Village.

9. Notices

(i) If to Contractor:

Megan Loper
112 Grandview Avenue
Port Chester, New York 10573

(ii) If to Village:

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

10. Compliance

Contractor acknowledges the Village's Ant-Discrimination and Harassment Policy copy of which is annexed hereto.

11. Miscellaneous

This agreement embodies all of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall supersede all agreements, written or oral, relating to the retainer of the Contractor. This agreement may not be amended, modified or terminated except by in writing signed by the parties.

12. Dispute Resolution

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

13. Governing Law

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

14. Interpretation/Severability

The captions set forth in this agreement are for convenience only and shall not be considered as part of this agreement or in any way limiting or amplifying its terms or provisions.

Each section, subsection and lesser section of this agreement constitutes a separate and distinct undertaking, covenant and/or provision. In the event that any provision of this agreement is determined to be unlawful, such provision shall be deemed to be severed from this agreement, but every other provision of this agreement shall remain in full force and effect.

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

VILLAGE OF PORT CHESTER

MEGAN LOPER

Christopher D. Steers
Village Manager

Contractor

Approved as to Form:

Village Attorney

AGREEMENT

This AGREEMENT, entered into this _____ day of November 2014, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the “VILLAGE” and ANNE LAMMERS, 19 Howard Parkway, New Rochelle, NY 10801; hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, the Village of Port Chester Recreation Department provides instruction for an After School Reading and Visual Arts Program funded in part by the New York State Office of Children and Family Services; and

WHEREAS, the Village seeks a qualified individual on a part-time contractual basis to act as Reading Facilitator; and

WHEREAS, the Contractor, by virtue of her education, professional background and work experience, has demonstrated that she possesses the skills and abilities necessary to successfully assist the Village in this regard. NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services

The Village hereby contracts with Contractor to provide services as Reading Facilitator with the Port Chester Recreation Department in the Village’s After-School Reading and Visual Arts Program as per the attached Description of Services in Exhibit “A”.

2. Term

The term of this agreement is for the period through May 31, 2015, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

3. Compensation

The Village shall pay the Contractor \$40.00 per two-hour session.

4. Independent Contractor

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the Services which are the subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village.

In no event shall the Village be responsible to the Contractor for the payment of any fringe benefits, pension, workers compensation or other benefits that may usually accrue to employees of the Village.

5. Invoicing

Invoices for payment shall be submitted to the Village Finance Office.

6. Indemnification

The Contractor agrees to indemnify and hold harmless the Village and its officers, agents and employees from any all claims, demands, costs, actions, causes of action, proceedings, expenses, losses, damages and liabilities, including attorneys fees, resulting from or caused by the willful or negligent omissions and/or acts of the Contractor in the performance of the Services.

7. Assignment

This agreement is predicated upon the unique skill, knowledge and expertise of the Contractor and is personal to the Contractor and may not be assigned.

8. Termination

This agreement may be terminated if the Contractor fails to perform the Services in a manner satisfactory to the Village.

9. Notices

(i) If to Contractor:

Anne Lammers
19 Howard Parkway
New Rochelle, NY 10801

(ii) If to Village:

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

10. Miscellaneous

This agreement embodies all of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall supersede all agreements, written or oral, relating to the retainer of the Contractor. This agreement may not be amended, modified or terminated except by in writing signed by the parties.

11. Dispute Resolution

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

12. Governing Law

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

13. Interpretation/Severability

The captions set forth in this agreement are for convenience only and shall not be considered as part of this agreement or in any way limiting or amplifying its terms or provisions.

Each section, subsection and lesser section of this agreement constitutes a separate and distinct undertaking, covenant and/or provision. In the event that any provision of this agreement is determined to be unlawful, such provision shall be deemed to be severed from this agreement, but every other provision of this agreement shall remain in full force and effect.

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

VILLAGE OF PORT CHESTER

Anne Lammers

Christopher D. Steers
Village Manager

Contractor

Approved as to Form:

Anthony M. Cerreto
Village Attorney

AGREEMENT

This AGREEMENT, entered into this _____ day of November 2014, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the “VILLAGE” and DIERDRE McDERMOTT, 149 Broadview Avenue, Port Chester, New York 10573, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, the Village of Port Chester Recreation Department provides instruction for an After School Reading and Visual Arts Program funded in part by the New York State Office of Children and Family Services; and

WHEREAS, the Village seeks a qualified individual on a part-time contractual basis to act as an Art Specialist for the 2014-2015 Fiscal Year; and

WHEREAS, the Contractor, by virtue of her education, professional background and work experience, has demonstrated that she possesses the skills and abilities necessary to successfully assist the Village in this regard. NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services

The Village hereby contracts with Contractor to provide services as an Art Specialist with the Port Chester Recreation Department in the Village’s After-School Reading and Visual Arts Program as per the attached Description of Services in Exhibit “A”.

2. Term

The term of this agreement is for the period through May 31, 2015, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

3. Compensation

The Village shall pay the Contractor \$40.00 per two-hour session.

4. Independent Contractor

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the Services which are the subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village.

In no event shall the Village be responsible to the Contractor for the payment of any fringe benefits, pension, workers compensation or other benefits that may usually accrue to employees of the Village.

5. Invoicing

Invoices for payment shall be submitted to the Village Finance Office.

6. Indemnification

The Contractor agrees to indemnify and hold harmless the Village and its officers, agents and employees from any all claims, demands, costs, actions, causes of action, proceedings, expenses, losses, damages and liabilities, including attorneys fees, resulting from or caused by the willful or negligent omissions and/or acts of the Contractor in the performance of the Services.

7. Assignment

This agreement is predicated upon the unique skill, knowledge and expertise of the Contractor and is personal to the Contractor and may not be assigned.

8. Termination

This agreement may be terminated if the Contractor fails to perform the Services in a manner satisfactory to the Village.

9. Notices

(i) If to Contractor:

Deirdre McDermott
149 Broadview Avenue
Port Chester, New York 10573

(ii) If to Village:

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

10. Compliance

Contractor acknowledges the Village's Ant-Discrimination and Harassment Policy copy of which is annexed hereto.

11. Miscellaneous

This agreement embodies all of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall supersede all agreements, written or oral, relating to the retainer of the Contractor. This agreement may not be amended, modified or terminated except by in writing signed by the parties.

12. Dispute Resolution

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

13. Governing Law

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

14. Interpretation/Severability

The captions set forth in this agreement are for convenience only and shall not be considered as part of this agreement or in any way limiting or amplifying its terms or provisions.

Each section, subsection and lesser section of this agreement constitutes a separate and distinct undertaking, covenant and/or provision. In the event that any provision of this agreement is determined to be unlawful, such provision shall be deemed to be severed from this agreement, but every other provision of this agreement shall remain in full force and effect.

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

VILLAGE OF PORT CHESTER

DEIRDRE McDERMOTT

Christopher D. Steers
Village Manager

Contractor

Approved as to Form:

Village Attorney

AGREEMENT

This AGREEMENT, entered into this _____ day of November 2014, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the “VILLAGE” and KATHERINE LOPER, 112 Grandview Avenue, Port Chester, New York 10573, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, the Village of Port Chester Recreation Department provides instruction for an After School Reading and Visual Arts Program funded in part by the New York State Office of Children and Family Services; and

WHEREAS, the Village seeks a qualified individual on a part-time contractual basis to act as an Art and Reading Coordinator for the 2014-2015 Fiscal Year; and

WHEREAS, the Contractor, by virtue of her education, professional background and work experience, has demonstrated that she possesses the skills and abilities necessary to successfully assist the Village in this regard. NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services

The Village hereby contracts with Contractor to provide services as an Art and Reading Coordinator with the Port Chester Recreation Department in the Village’s After-School Reading and Visual Arts Program as per the attached Description of Services in Exhibit “A”.

2. Term

The term of this agreement is for the period through May 31, 2015, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

3. Compensation

The Village shall pay the Contractor \$40.00 per two-hour session.

4. Independent Contractor

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the Services which are the subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village.

In no event shall the Village be responsible to the Contractor for the payment of any fringe benefits, pension, workers compensation or other benefits that may usually accrue to employees of the Village.

5. Invoicing

Invoices for payment shall be submitted to the Village Finance Office.

6. Indemnification

The Contractor agrees to indemnify and hold harmless the Village and its officers, agents and employees from any all claims, demands, costs, actions, causes of action, proceedings, expenses, losses, damages and liabilities, including attorneys fees, resulting from or caused by the willful or negligent omissions and/or acts of the Contractor in the performance of the Services.

7. Assignment

This agreement is predicated upon the unique skill, knowledge and expertise of the Contractor and is personal to the Contractor and may not be assigned.

8. Termination

This agreement may be terminated if the Contractor fails to perform the Services in a manner satisfactory to the Village.

9. Notices

(i) If to Contractor:

Katherine Loper
112 Grandview Avenue
Port Chester, New York 10573

(ii) If to Village:

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

10. Compliance

Contractor acknowledges the Village's Ant-Discrimination and Harassment Policy copy of which is annexed hereto.

11. Miscellaneous

This agreement embodies all of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall supersede all agreements, written or oral, relating to the retainer of the Contractor. This agreement may not be amended, modified or terminated except by in writing signed by the parties.

12. Dispute Resolution

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

13. Governing Law

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

14. Interpretation/Severability

The captions set forth in this agreement are for convenience only and shall not be considered as part of this agreement or in any way limiting or amplifying its terms or provisions.

Each section, subsection and lesser section of this agreement constitutes a separate and distinct undertaking, covenant and/or provision. In the event that any provision of this agreement is determined to be unlawful, such provision shall be deemed to be severed from this agreement, but every other provision of this agreement shall remain in full force and effect.

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

VILLAGE OF PORT CHESTER

KATHERINE LOPER

Christopher D. Steers
Village Manager

Contractor

Approved as to Form:

Village Attorney

AGREEMENT

This AGREEMENT, entered into this _____ day of November 2014, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the “VILLAGE” and PAM MICKATAVAGE, 29 Francis Lane, Port Chester, New York 10573, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, the Village of Port Chester Recreation Department provides instruction for an After School Reading and Visual Arts Program funded in part by the New York State Office of Children and Family Services; and

WHEREAS, the Village seeks a qualified individual on a part-time contractual basis to act as an Arts Specialist for the 2014-2015 Fiscal Year; and

WHEREAS, the Contractor, by virtue of her education, professional background and work experience, has demonstrated that she possesses the skills and abilities necessary to successfully assist the Village in this regard. NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services

The Village hereby contracts with Contractor to provide services as an Arts Specialist with the Port Chester Recreation Department in the Village’s After-School Reading and Visual Arts Program as per the attached Description of Services in Exhibit “A”.

2. Term

The term of this agreement is for the period through May 31, 2015, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

3. Compensation

The Village shall pay the Contractor \$40.00 per two-hour session.

4. Independent Contractor

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the Services which are the subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village.

In no event shall the Village be responsible to the Contractor for the payment of any fringe benefits, pension, workers compensation or other benefits that may usually accrue to employees of the Village.

5. Invoicing

Invoices for payment shall be submitted to the Village Finance Office.

6. Indemnification

The Contractor agrees to indemnify and hold harmless the Village and its officers, agents and employees from any all claims, demands, costs, actions, causes of action, proceedings, expenses, losses, damages and liabilities, including attorneys fees, resulting from or caused by the willful or negligent omissions and/or acts of the Contractor in the performance of the Services.

7. Assignment

This agreement is predicated upon the unique skill, knowledge and expertise of the Contractor and is personal to the Contractor and may not be assigned.

8. Termination

This agreement may be terminated if the Contractor fails to perform the Services in a manner satisfactory to the Village.

9. Notices

(i) If to Contractor:

Pam Mickatavage
29 Francis Lane
Port Chester, New York 10573

(ii) If to Village:

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

10. Compliance

Contractor acknowledges the Village's Ant-Discrimination and Harassment Policy copy of which is annexed hereto.

11. Miscellaneous

This agreement embodies all of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall supersede all agreements, written or oral, relating to the retainer of the Contractor. This agreement may not be amended, modified or terminated except by in writing signed by the parties.

12. Dispute Resolution

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

13. Governing Law

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

14. Interpretation/Severability

The captions set forth in this agreement are for convenience only and shall not be considered as part of this agreement or in any way limiting or amplifying its terms or provisions.

Each section, subsection and lesser section of this agreement constitutes a separate and distinct undertaking, covenant and/or provision. In the event that any provision of this agreement is determined to be unlawful, such provision shall be deemed to be severed from this agreement, but every other provision of this agreement shall remain in full force and effect.

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

VILLAGE OF PORT CHESTER

PAM MICKATAVAGE

Christopher D. Steers
Village Manager

Contractor

Approved as to Form:

Village Attorney

AGREEMENT

This AGREEMENT, entered into this _____ day of November 2014, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the “VILLAGE” and CATHY TERRANA, 245 Park Avenue, West Harrison, New York 10604, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, the Village of Port Chester Recreation Department provides instruction for an After School Reading and Visual Arts Program funded in part by the New York State Office of Children and Family Services; and

WHEREAS, the Village seeks a qualified individual on a part-time contractual basis to act as an Arts Specialist for the 2014-2015 Fiscal Year; and

WHEREAS, the Contractor, by virtue of her education, professional background and work experience, has demonstrated that she possesses the skills and abilities necessary to successfully assist the Village in this regard. NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services

The Village hereby contracts with Contractor to provide services as an Arts Specialist with the Port Chester Recreation Department in the Village’s After-School Reading and Visual Arts Program as per the attached Description of Services in Exhibit “A”.

2. Term

The term of this agreement is for the period through May 31, 2015, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

3. Compensation

The Village shall pay the Contractor \$40.00 per two-hour session.

4. Independent Contractor

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the Services which are the subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village.

In no event shall the Village be responsible to the Contractor for the payment of any fringe benefits, pension, workers compensation or other benefits that may usually accrue to employees of the Village.

5. Invoicing

Invoices for payment shall be submitted to the Village Finance Office.

6. Indemnification

The Contractor agrees to indemnify and hold harmless the Village and its officers, agents and employees from any all claims, demands, costs, actions, causes of action, proceedings, expenses, losses, damages and liabilities, including attorneys fees, resulting from or caused by the willful or negligent omissions and/or acts of the Contractor in the performance of the Services.

7. Assignment

This agreement is predicated upon the unique skill, knowledge and expertise of the Contractor and is personal to the Contractor and may not be assigned.

8. Termination

This agreement may be terminated if the Contractor fails to perform the Services in a manner satisfactory to the Village.

9. Notices

(i) If to Contractor:

Cathy Terrana
245 Park Avenue
West Harrison, NY 10573

(ii) If to Village:

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

10. Compliance

Contractor acknowledges the Village's Ant-Discrimination and Harassment Policy copy of which is annexed hereto.

11. Miscellaneous

This agreement embodies all of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall supersede all agreements, written or oral, relating to the retainer of the Contractor. This agreement may not be amended, modified or terminated except by in writing signed by the parties.

12. Dispute Resolution

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

13. Governing Law

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

14. Interpretation/Severability

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

VILLAGE OF PORT CHESTER

CATHY TERRANA

Christopher D. Steers
Village Manager

Contractor

Approved as to Form:

Village Attorney



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Police Department

BOT Meeting Date: 10/6/2014

Item Type: Resolution

Sponsor's Name: Richard F. Conway, Chief Police

Description	Yes	No	Description	Yes	No
Fiscal Impact	x	<input type="checkbox"/>	Public Hearing Required	X	<input type="checkbox"/>
Funding Source: DEA Asset Forfeiture Account #: 1.3120.220 (Service Eqpt)			BID # PC64786,PC64787		
			Strategic Plan Priority Area Choose a Strategic Plan Area		
	Yes	No			
Agreement	x	<input type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	x	Emergency Preparedness		

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

Transfer of \$44,569.40 from DEA Asset Forfeiture Funds to equipment for the purchase of replacement body armor and supplemental body armor

Summary

Background:

Upgrade of Body Armor; The recommended service life of bullet resistant body armor is five years. Presently approximately one third of the vests issued to our officers have exceeded this time in service. There are many Federal programs that fund body armor replacement. We have not taken full advantage of these programs in several years. As a result a more massive replacement effort is required. I recommend replacing 22 vests this year to correct this deficiency.

Upgrade of Supplemental Armor; The tactical body armor (Capable of stopping rifle rounds) and handheld ballistic shields presently in use by the Department were purchased in 1995, and are now unserviceable. The Department has experienced a dramatic increase in illegal handguns in encountered during enforcement activities, creating an increased danger to members carrying out search warrants and other high risk enforcement evolutions. Furthermore, the availability of tactical units from the Westchester County Police has been drastically cut back due to budget and demand factors.

Proposed Action

That the Board of Trustees adopt the Resolution

For the transfer of \$44,569.40 from DEA funds to the service equipment a/c 1.3120.220 for the purchase of 22 units of body armor to replace existing outdated units, 8 units of tactical body armor, ballistic helmets, to replace existing unserviceable units, and 2 ballistic shields to replace existing unserviceable units

Attachments

RESOLUTION
BUDGET AMENDMENT – DEA FUNDS TO PURCHASE
AND REPLACE BODY & SUPPLEMENTAL ARMOR FOR POLICE
OFFICERS

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 Police Chief is recommending the use of DEA Asset Forfeiture Funds to purchase and replace 22 units of body armor, 8 units of tactical body armor and ballistic helmets, and 2 ballistic shields for \$44,569.40 from Applied Tactical Technologies, Inc, 171 Eads Street, Unit-D, West Babylon, NY 11704, NYS vendor bid PC64786, PC64787. Now, therefore be it

RESOLVED, that the Board of Trustees of the Village of Port Chester, New York hereby authorizes the Village Treasurer to modify the 2014-15 General Fund Budget as follows:

GENERAL FUND

Balance Sheet:

001-001-0695	Deferred Revenue Police DEA	\$(44,569.40)
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Revenues:

001-0001-2613	Use of Deferred DEA Revenue	\$44,569.40
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Appropriations:

001-3120-0220	Police Service Equipment	\$44,569.40
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Applied Tactical Technologies, Inc.

PO Box 268, Babylon, NY 11702-0268
 171 Eads St. Unit-D, W. Babylon, NY 11704

Formal Quote

Date	Quote #
9/22/2014	8392Q

Agency/Purchaser
Port Chester Vil. PD 350 N. Main Street Port Chester, NY 10573

Consignee/Ship To
Chief Rich Conway Port Chester Vil. PD 350 N. Main Street Port Chester, NY 10573

REQ No.	Terms	Assigned Rep	Vender ID #	FOB
Pending	Net 20 - D.O.I.	John		Babylon NY

Item	Description	Qty	MSLP	Contract	Each	Total
MLW-II	PARAGON6 LW-II Concealable Ballistic Vest NIJ 0101.06 w/ 2-Moisture-wicking & anti-microbial lined VERTEX Non-Microbial/Moisture-Wicking carriers (NAVY) featuring Neoprene Comfort straps 5x8 Trauma pad. Water-Tight Ballistics 24 hour Immersion Tested to US NAVY Protocols - Special Threat Tested: Win Ranger 9mm+P+ / Speer GDHP .357sig / FN5.7x28 / Fiocchi 9mm 115gr FMJ / Wolf 9mm 115gr FMJ / Win SXT .40S&W 180gr / Per United States Test Laboratory Test # SA13001-003 Weight (Areal Density) .77 lbs/ft2 / Thinness .17 inches / Certification Backface- 9 mm 32.48 mm / Certification Backface- 357 mag 32.53 mm -Survival Armor	21	1423.00	692.89	692.89	14,550.69
FLW-II	Paragon6 LW-II PARAGON6 LW-II Concealable Ballistic Vest NIJ 0101.06 w/ 2- Moisture-wicking & anti-microbial lined VANTAGE Non-Microbial/Moisture-Wicking carriers (NAVY) featuring Neoprene Comfort straps 5x8 Trauma pad. Water-Tight Ballistics 24 hour Immersion Tested to US NAVY Protocols - Special Threat Tested: Win Ranger 9mm+P+ / Speer GDHP .357sig / FN5.7x28 / Fiocchi 9mm 115gr FMJ / Wolf 9mm 115gr FMJ / Win SXT .40S&W 180gr / Per United States Test Laboratory Test # SA13001-003 Weight (Areal Density) .77 lbs/ft2 / Thinness .17 inches / Certification Backface- 9 mm 32.48 mm / Certification Backface- 357 mag 32.53 mm -Survival Armor *Female*	1	1423.00	692.89	692.89	692.89
SPARTAN/P...	SA SPARTAN / HORNET Tactical Body Armor Level IIIA '06 Ballistics, Ballistic Cummerbund w/Release System, NAVY	8	3390.00	1457.70	1,457.70	11,661.60
COLLAR/SP...	Tactical Ballistic Collar - Performance6	8	445.00	191.35	191.35	1,530.80
THROAT/SP...	Tactical Ballistic Throat Protector-Performance6	8	65.00	27.95	27.95	223.60
GROINGUA...	Tactical Ballistic Groin Protector - Performance6	8	219.00	94.17	94.17	753.36
DAPS EN. B...	Tactical Ballistic DAPS Enhanced Shoulder Sleeves - Performance6 Pair	8	1330.00	571.90	571.90	4,575.20
CUSTOMPA...	Ft & Bk Patches "PORT CHESTER PD" Subdued (Grey) on Black	16			0.00	0.00
SA-NYS Co...	Survival Armor NYS Contract # PC64786				0.00	0.00

Federal Firearms Licenses:
 NFA Weapons Mfgr Lic. 6-11-103-10-4D-34902
 Fed. Explo. Mfgr Lic. 6-NY-103-20-2K-12536
 CAGE: 3BNS6
 DUNS: 96-648-0345
 EIN: 11-3262250
 NJ Business Reg. Cert: 1564601
 TPID: 113-262-250/000
 NYS Vender: 1000034176
 NYC Vender: 0001248972 1

All pricing shown reflect a cash discount. Credit Card pricing is 8% higher.

Subtotal
Sales Tax (0.0%)
Total

Signature _____

Phone #	Fax #	E-mail	Web Site
(800)223-1204	(877) 839-4265	contact@att-tactical.com	www.att-tactical.com



Applied Tactical Technologies, Inc.

PO Box 268, Babylon, NY 11702-0268
171 Eads St. Unit-D, W. Babylon, NY 11704

Formal Quote

Date	Quote #
9/22/2014	8392Q

Agency/Purchaser
Port Chester Vil. PD 350 N. Main Street Port Chester, NY 10573

Consignee/Ship To
Chief Rich Conway Port Chester Vil. PD 350 N. Main Street Port Chester, NY 10573

REQ No.	Terms	Assigned Rep	Vender ID #	FOB
Pending	Net 20 - D.O.I.	John		Babylon NY

Item	Description	Qty	MSLP	Contract	Each	Total
ACH/MICH-...	Ballistic Helmet ACH/MICH NIJ Level IIIA 44mag + Frag Std Ear Coverage 4-pt H-Harness, Padded Mesh Suspension System *Size-Large	8	500.00	347.50	347.50	2,780.00
L4-4690L	Model 4690 NIJ '06 Level III/IV SA SAPI Style Multi Curve Ft/Bk Plate, Large (10.25"x13.25"x0.9"), -Each	16	408.00	299.96	299.96	4,799.36
L3A-HMLP	Ballistic Shield NIJ Level IIIA "High Mobility Low Profile" 19.5"x34" w/ 11" Rear-mount Viewport / Horizontal Handle, Elbow Pad, 12.2 Lbs	2	2144.25	1500.95	1,500.95	3,001.90
USI-Contract	United Shield Int'l NYS Contract #PC64787				0.00	0.00

Federal Firearms Licenses:
 NFA Weapons Mfgr Lic. 6-11-103-10-4D-34902
 Fed. Explo. Mfgr Lic. 6-NY-103-20-2K-12536
 CAGE: 3BNS6
 DUNS: 96-648-0345
 EIN: 11-3262250
 NJ Business Reg. Cert: 1564601
 TPID: 113-262-250/000
 NYS Vender: 1000034176
 NYC Vender: 0001248972 1

All pricing shown reflect a cash discount. Credit Card pricing is 8% higher.

Subtotal	\$44,569.40
Sales Tax (0.0%)	\$0.00
Total	\$44,569.40

Signature _____

Phone #	Fax #	E-mail	Web Site
(800)223-1204	(877) 839-4265	contact@att-tactical.com	www.att-tactical.com



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Department of Public Works

BOT Meeting Date: 10/6/14

Item Type: Resolution

Sponsor's Name: Rocky Morabito, DPW

Description	Yes	No	Description	Yes	No
Fiscal Impact	x		Public Hearing Required		x
Funding Source: Sidewalk/Curb Imp Pj. Account #: 5.5110.400.2011.120			BID #2014-005		
	Yes	No	Strategic Plan Priority Area N/A		
Agreement	x <input type="checkbox"/>		Manager Priorities N/A		
Strategic Plan Related	<input type="checkbox"/>	x			

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

Awarding Bid for Village Sidewalk Improvements

Summary

Background:

This work involves the replacing sidewalk and related work around Village Hall and along Marvin Place.

The work was competitively bid in accordance with State Law requirements and the recommendation is that the award be made to the low bidder, Con-Tech Technology Inc. in the amount of \$86,895. Said funds are available in the Sidewalk/Curb Improvement project 5.5110.400.2011.120 in the Capital Fund.

A representative of the Village's consulting engineer, Dolph Rotfeld's office will be present at the meeting to answer any questions.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Bid Analysis Sheet

Recommendation Letter from Dolph Rotfeld

AWARDING BID FOR VILLAGE SDEWALK IMPROVEMENTS

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 Village Sidewalk Improvements (Bid No. 2014-06); and

WHEREAS, the Village received five bids for this work; and

WHEREAS, the Village's consulting engineer, Dolph Rotfeld Engineering, P.C., recommends that the Board accept the low bid of ConTech Construction Technology, Inc. which 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 the Village Sidewalk Improvements Project to Con Tech Construction Technology, Inc., 28 Lakeview Drive, Yorktown Heights, New York 10598 in the amount of \$86,895.00, and be it

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

FURTHER RESOLVED, that the funding for said work be appropriated from Sidewalk/Curb Improvement A/c 5.5110.400.2011.120.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

BID #14-06

BID FOR: VILLAGE SIDEWALK IMPROVEMENTS AND CONCRETE PAD
INSTALLATION BID NO. 14-06

BID OPENING DATE: Friday October 3rd, 2014 **TIME:** 11:00 a.m.

BID PUBLICATION DATE: Friday, September 26, 2014

SPECIFICATIONS AVAILABLE: Friday, September 26th , 2014 at 11:00 a.m.

Please Print Name and Address

BIDDER: Con-Tech Construction Technology

ADDRESS: 28 Lakeview Drive

ADDRESS:

CITY: Yorktown Heights

STATE: NY

ZIP CODE: 10598

E-MAIL:

PHONE #: 914-455-3100

FAX #: 914-962-4500

AMOUNT: 86,895.00

Please Print Name and Address

BIDDER: MVM Construction LLC

ADDRESS: 100 Oak Street

ADDRESS:

CITY: Mount Vernon

STATE: NY

ZIP CODE: 10550

E-MAIL: Garbou146@msn.com

PHONE #: 914-667-3200

FAX #: 914-667-3203

AMOUNT: 136,500.00

Please Print Name and Address

BIDDER: Landi Contracting Inc.

ADDRESS: 13 Bradhurst Ave

ADDRESS:

CITY: Hawthorne

STATE: NY

ZIP CODE: 10532

E-MAIL: Peter@Landing.com

PHONE #: 914-909-5210 / 914-909-2639

FAX #: 914-909-5211 / 961-0756

AMOUNT: 95,335⁰⁰

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

Please Print Name and Address	
BIDDER: <i>Paladino Concrete Creations, Corp</i>	
ADDRESS: <i>315 N. MacQuesten Pkwy</i>	
ADDRESS:	
CITY: <i>Mount Vernon</i>	STATE: <i>NY</i> ZIP CODE: <i>10550</i>
E-MAIL: <i>jose@aconcretecreations.com</i>	
PHONE #: <i>914-699-0907</i>	FAX #: <i>914-699-0470</i>
AMOUNT: <i>101,455.00</i>	

Please Print Name and Address	
BIDDER: <i>Tony Casale Inc.</i>	
ADDRESS: <i>1185 Saw Millo River Road</i>	
ADDRESS:	
CITY: <i>Yonkers</i>	STATE: <i>NY</i> ZIP CODE: <i>10710</i>
E-MAIL:	
PHONE #: <i>914-375-2177</i>	FAX #: <i>914-375-0620</i>
AMOUNT: <i>94,086.00</i>	

The following were present at the opening of the bids:

Village Clerk:	<i>JANUSZ R. RICHARDS</i>
Deputy Village Clerk:	
Village Attorney	
Department Head:	<i>ROCKY MORABITU</i>
Other:	<i>CHRIS SUMMA DANIEL PELUSO</i>

Dolph Rotfeld Engineering, P.C.

CONSULTANTS & DESIGNERS

200 White Plains Road, Tarrytown, NY 10591 • (914) 631-8600

October 3, 2014

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

RE: Village Sidewalk Improvements
Bid No. 14-06
Port Chester, New York

Dear Mr. Steers:

On October 3, 2014, five bids were received for the above referenced project. The bidder with the lowest bid was Con-Tech Construction Technology Inc. of Yorktown Heights, NY with a Bid Price of \$86,895.00. Copies of the bid sheets of each firm is attached.

This office has worked with Con-Tech Construction Technology Inc. on other projects of similar scope and has found that their work is satisfactory. This office hereby recommends immediate award of the above referenced contract to Con-Tech Construction Technology Inc. so that the work can commence as soon as possible.

Sincerely,



Dolph Rotfeld, P.E., BCEE

C: A. Cerreto, Village Attorney
J. Richards, Village Clerk
L. Douglas, Village Treasurer

R. Morabito, Village DPW General Foreman
C. Summa, Village DPW Assistant General Foreman

of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in the price of that item.

TOTAL BID (As per Special Conditions): *Total Bid for estimated quantities:
<u>\$86,895.00</u> (written in numbers)
<u>Eighty Six Thousand Eight Hundred Ninety Five & 00/100</u> (written in words)

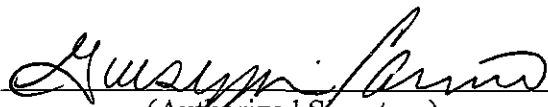
*The **TOTAL BID** shall be the sum of the extensions (unit price multiplied by estimated quantity, for each item). It is stated here only as a convenience for comparison of bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the unit price in words and the unit price in numbers, the unit price in words shall govern.

The estimated quantities are not guaranteed, and are only for bid comparison purposes and final payment will be made for actual quantities of work performed and measured in the field regardless of the estimated quantities contained herein.

Con-Tech Construction Technology Inc Date: 10/03/14
(Legal Name of Bidder)

28 Lakeview Drive, Yortitown Heights NY 10598
Address of Individual, Firm or Corporation

(914) 455-3100
Telephone Number of Individual, Firm or Corporation

By: 
(Authorized Signature)
Giuseppa Carino, President

Corporate Seal
(if incorporated)

**VILLAGE OF PORT CHESTER
CONCRETE SIDEWALK AND CURB REPLACEMENT
BID SHEET**

**Note: Unit prices are to be written in both words and numbers.
In case of any discrepancy those prices shown in words shall govern.
All prices will be in dollars and cents.**

Item No.	Quantity	Unit	Item with Unit Price Written in Words	Unit Price in Numbers	Extension: Est. Quantity Times Unit Price in Numbers
1M	Nec.	LS	Miscellaneous Additional Work <u>Ten Thousand & 00/100</u>		
				LS	10,000
					10,000
5R	5	CY	Rock Excavation (NO BLASTING) <u>Two Hundred & 00/100</u>		
				CY	200.00
					1000.00
13VA	2	EA.	Adjusting Valve Boxes <u>One Hundred Fifty & 00/100</u>		
				EA	150.00
					300.00
20PSW	800	SF	Pressed Concrete Sidewalk Strip <u>Fourteen & 00/100</u>		
				SF	14.00
					11200.00
20SW	4,000	SF	Concrete Sidewalk <u>Nine & 00/100</u>		
				SF	9.00
					36000.00
20SWD	300	SF	Concrete Driveway <u>Ten & 00/100</u>		
				SF	10.00
					3000.00

**VILLAGE OF PORT CHESTER
CONCRETE SIDEWALK AND CURB REPLACEMENT
BID SHEET**

**Note: Unit prices are to be written in both words and numbers.
In case of any discrepancy those prices shown in words shall govern.
All prices will be in dollars and cents.**

Item No.	Quantity	Unit	Item with Unit Price Written in Words	Unit Price in Numbers	Extension: Est. Quantity Times Unit Price in Numbers
25CC	260	LF	Concrete Curb <u>Twenty Eight \$⁰⁰/100</u>	<u>28.00</u>	<u>7280.00</u>
39	10	CY	Crushed Stone & Gravel <u>Fifty Five \$⁰⁰/100</u>	<u>55.00</u>	<u>550.00</u>
100TGR	325	LF	Timber Guide Rail <u>Forty Seven \$⁰⁰/100</u>	<u>47.00</u>	<u>15275.00</u>
102MHA	2	Ea.	Adjusting Manhole Covers <u>Two Hundred Fifty \$⁰⁰/100</u>	<u>250.00</u>	<u>500.00</u>
500	2	Ea.	Traffic Signs <u>One Hundred Twenty Five \$⁰⁰/100</u>	<u>125.00</u>	<u>250.00</u>
701	140	SY	Topsoil and Seed <u>Eleven \$⁰⁰/100</u>	<u>11.00</u>	<u>1540.00</u>
TOTAL =					<u>86,895.00</u>

of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in the price of that item.

TOTAL BID (As per Special Conditions): *Total Bid for estimated quantities:

94,086.00

(written in numbers)

Ninety four thousand eighty six dollars and zero cents

(written in words)

*The **TOTAL BID** shall be the sum of the extensions (unit price multiplied by estimated quantity, for each item). It is stated here only as a convenience for comparison of bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the unit price in words and the unit price in numbers, the unit price in words shall govern.

The estimated quantities are not guaranteed, and are only for bid comparison purposes and final payment will be made for actual quantities of work performed and measured in the field regardless of the estimated quantities contained herein.

Tony Casale, Inc.

(Legal Name of Bidder)

Date:

9/30/14


1185 Saw Mill River Rd., Yonkers, NY 10710

Address of Individual, Firm or Corporation

914-375-2177 Cell: 914-403-1858

Telephone Number of Individual, Firm or Corporation

By:


(Authorized Signature)

Corporate Seal
(if incorporated)

**VILLAGE OF PORT CHESTER
CONCRETE SIDEWALK AND CURB REPLACEMENT
BID SHEET**

**Note: Unit prices are to be written in both words and numbers.
In case of any discrepancy those prices shown in words shall govern.
All prices will be in dollars and cents.**

Extension:
Est. Quantity
Times Unit
Price in Numbers

Item No.	Quantity	Unit	Item with Unit Price Written in Words	Unit Price in Numbers	Extension: Est. Quantity Times Unit Price in Numbers
1M	Nec.	LS	Miscellaneous Additional Work		
				LS	10,000
					10,000
5R	5	CY	Rock Excavation (NO BLASTING)		
			<i>one hundred forty dollars and two cents</i>	CY 140.00	1 700.00
13VA	2	EA	Adjusting Valve Boxes		
			<i>twenty six dollars and zero cents</i>	EA 26.00	1 52.00
20PSW	800	SF	Pressed Concrete Sidewalk Strip		
			<i>fourteen dollars and twenty cents</i>	SF 14.20	1 11,360.00
20SW	4,000	SF	Concrete Sidewalk		
			<i>nine dollars and sixty three cents</i>	SF 9.63	1 38,520.00
20SWD	300	SF	Concrete Driveway		
			<i>twelve dollars and fifty cents</i>	SF 12.50	1 3,750.00

**VILLAGE OF PORT CHESTER
CONCRETE SIDEWALK AND CURB REPLACEMENT
BID SHEET**

**Note: Unit prices are to be written in both words and numbers.
In case of any discrepancy those prices shown in words shall govern.
All prices will be in dollars and cents.**

Item No.	Quantity	Unit	Item with Unit Price Written in Words	Unit Price in Numbers	Extension: Est. Quantity Times Unit Price in Numbers
25CC	260	LF	Concrete Curb <i>Thirty dollars and zero cents</i>	LF <i>\$30.00</i>	<i>\$7,800.00</i>
39	10	CY	Crushed Stone & Gravel <i>Seventy five dollars and zero cents</i>	CY <i>\$75.00</i>	<i>\$750.00</i>
100TGR	325	LF	Timber Guide Rail <i>Sixty one dollars and zero cents</i>	LF <i>\$61.00</i>	<i>\$19,826.00</i>
102MHA	2	Ea.	Adjusting Manhole Covers <i>Twenty six dollars and zero cents</i>	Ea. <i>\$26.00</i>	<i>\$52.00</i>
500	2	Ea.	Traffic Signs <i>Twenty six dollars and zero cents</i>	Ea. <i>\$26.00</i>	<i>\$52.00</i>
701	140	SY	Topsoil and Seed <i>eight dollars and seventy five cents</i>	SY <i>\$8.75</i>	<i>\$1,225.00</i>
TOTAL =					<i>\$94,086.00</i>

of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in the price of that item.

TOTAL BID (As per Special Conditions): *Total Bid for estimated quantities:
<u>\$ 95,335⁰⁰</u> (written in numbers)
<u>Ninety five thousand three hundred and thirty five</u> (written in words)

*The **TOTAL BID** shall be the sum of the extensions (unit price multiplied by estimated quantity, for each item). It is stated here only as a convenience for comparison of bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the unit price in words and the unit price in numbers, the unit price in words shall govern.

The estimated quantities are not guaranteed, and are only for bid comparison purposes and final payment will be made for actual quantities of work performed and measured in the field regardless of the estimated quantities contained herein.

Lendi Contracting Inc. Date: 9/29/19
(Legal Name of Bidder)

13 Bradhurst Ave Hawthorne NJ 10532
Address of Individual, Firm or Corporation

909-5210
Telephone Number of Individual, Firm or Corporation

By: [Signature]
(Authorized Signature)

Corporate Seal
(if incorporated)

**VILLAGE OF PORT CHESTER
CONCRETE SIDEWALK AND CURB REPLACEMENT
BID SHEET**

**Note: Unit prices are to be written in both words and numbers.
In case of any discrepancy those prices shown in words shall govern.
All prices will be in dollars and cents.**

Item No.	Quantity	Unit	Item with Unit Price Written in Words	Unit Price in Numbers	Extension: Est. Quantity Times Unit Price in Numbers
1M	Nec.	LS	Miscellaneous Additional Work		
				LS	10,000
					10,000
5R	5	CY	Rock Excavation (NO BLASTING) <u>Five dollars</u>		
				CY	5 ⁰⁰
					25 ⁰⁰
13VA	2	EA.	Adjusting Valve Boxes <u>one hundred</u>		
				EA	100
					200 ⁰⁰
20PSW	800	SF	Pressed Concrete Sidewalk Strip <u>Twenty dollars</u>		
				SF	20 ⁰⁰
					16,000 ⁰⁰
20SW	4,000	SF	Concrete Sidewalk <u>Nine dollars and fifty cents</u>		
				SF	9 ⁵⁰
					38,000 ⁰⁰
20SWD	300	SF	Concrete Driveway <u>Ten dollars</u>		
				SF	10 ⁰⁰
					3,000

**VILLAGE OF PORT CHESTER
CONCRETE SIDEWALK AND CURB REPLACEMENT
BID SHEET**

**Note: Unit prices are to be written in both words and numbers.
In case of any discrepancy those prices shown in words shall govern.
All prices will be in dollars and cents.**

Item No.	Quantity	Unit	Item with Unit Price Written in Words	Unit Price in Numbers	Extension: Est. Quantity Times Unit Price in Numbers
25CC	260	LF	Concrete Curb <u>Twenty five</u> <u>dollars</u>	LF <u>25⁰⁰</u>	<u>6500⁰⁰</u>
39	10	CY	Crushed Stone & Gravel <u>Forty five</u>	CY <u>45⁰⁰</u>	<u>450⁰⁰</u>
100TGR	325	LF	Timber Guide Rail <u>Sixty</u>	LF <u>60⁰⁰</u>	<u>19,500⁰⁰</u>
102MHA	2	Ea.	Adjusting Manhole Covers <u>Three hundred</u> <u>and fifty</u>	Ea. <u>350⁰⁰</u>	<u>700</u>
500	2	Ea.	Traffic Signs <u>Two hundred</u>	Ea. <u>200⁰⁰</u>	<u>400⁰⁰</u>
701	140	SY	Topsoil and Seed <u>Four dollars</u>	SY <u>4⁰⁰</u>	<u>560⁰⁰</u>
TOTAL =					<u>95,335⁰⁰</u>

of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in the price of that item.

TOTAL BID (As per Special Conditions): *Total Bid for estimated quantities: <u>\$ 136,500.00</u> (written in numbers) <u>ONE HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED</u> (written in words)

*The **TOTAL BID** shall be the sum of the extensions (unit price multiplied by estimated quantity, for each item). It is stated here only as a convenience for comparison of bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the unit price in words and the unit price in numbers, the unit price in words shall govern.

The estimated quantities are not guaranteed, and are only for bid comparison purposes and final payment will be made for actual quantities of work performed and measured in the field regardless of the estimated quantities contained herein.

MVM Construction LLC Date: 10/2/2014
(Legal Name of Bidder)

100 Oak Street, Mount Vernon, New York 10555.
Address of Individual, Firm or Corporation

914-667-3200
Telephone Number of Individual, Firm or Corporation

By: [Signature]
(Authorized Signature)

Corporate Seal
(if incorporated)

**VILLAGE OF PORT CHESTER
CONCRETE SIDEWALK AND CURB REPLACEMENT
BID SHEET**

**Note: Unit prices are to be written in both words and numbers.
In case of any discrepancy those prices shown in words shall govern.
All prices will be in dollars and cents.**

No.	Quantity	Unit	Item with Unit Price Written in Words	Unit Price in Numbers	Extension: Est. Quantity Times Unit Price in Numbers
M	Nec.	LS	Miscellaneous Additional Work		
				LS	10,000
					10,000
R	5	CY	Rock Excavation (NO BLASTING)		
			Ten	\$ 10.00	\$ 50.00
				CY	
VVA	2	EA.	Adjusting Valve Boxes		
			Two Hundred.	\$ 200.00	\$ 400.00
				EA	
PSW	800	SF	Pressed Concrete Sidewalk Strip		
			Twenty Six	\$ 26.00	\$ 20,800.00
				SF	
OSW	4,000	SF	Concrete Sidewalk		
			Fifteen	\$ 15.00	\$ 60,000.00
				SF	
OSWD	300	SF	Concrete Driveway		
			Eighteen	\$ 18.00	\$ 5,400.00
				SF	

**VILLAGE OF PORT CHESTER
CONCRETE SIDEWALK AND CURB REPLACEMENT
BID SHEET**

**Note: Unit prices are to be written in both words and numbers.
In case of any discrepancy those prices shown in words shall govern.
All prices will be in dollars and cents.**

Item No.	Quantity	Unit	Item with Unit Price Written in Words	Unit Price in Numbers	Extension: Est. Quantity Times Unit Price in Numbers
25CC	260	LF	Concrete Curb <u>Thirty</u> LF	<u>\$ 30.00</u>	<u>\$ 7,800.00</u>
39	10	CY	Crushed Stone & Gravel <u>Forty</u> CY	<u>\$ 40.00</u>	<u>\$ 400.00</u>
100TGR	325	LF	Timber Guide Rail <u>Fifty</u> <u>Eight</u> LF	<u>\$ 58.00</u>	<u>\$ 18,850.00</u>
102MHA	2	Ea.	Adjusting Manhole Covers <u>Three</u> <u>Hundred.</u> Ea.	<u>\$ 300.00</u>	<u>\$ 600.00</u>
500	2	Ea.	Traffic Signs <u>FIVE</u> <u>Hundred.</u> Ea.	<u>\$ 500.00</u>	<u>\$ 1,000.00</u>
701	140	SY	Topsoil and Seed <u>Eighty</u> SY	<u>\$ 80.00</u>	<u>\$ 11,200.00</u>
TOTAL =					<u>\$ 136,500.00</u>

of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in the price of that item.

TOTAL BID (As per Special Conditions): *Total Bid for estimated quantities:
\$ 101,455.00
(written in numbers)
one hundred one thousand four hundred fifty-five dollars
(written in words)

*The **TOTAL BID** shall be the sum of the extensions (unit price multiplied by estimated quantity, for each item). It is stated here only as a convenience for comparison of bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the unit price in words and the unit price in numbers, the unit price in words shall govern.

The estimated quantities are not guaranteed, and are only for bid comparison purposes and final payment will be made for actual quantities of work performed and measured in the field regardless of the estimated quantities contained herein.

Paladino Concrete Creations Corp. Date: 10/3/14
(Legal Name of Bidder)

315 North MacQuesten Pkwy, Mount Vernon, NY 10550
Address of Individual, Firm or Corporation

914.699.0907
Telephone Number of Individual, Firm or Corporation

By: 
(Authorized Signature)

Corporate Seal
(if incorporated)

**VILLAGE OF PORT CHESTER
CONCRETE SIDEWALK AND CURB REPLACEMENT
BID SHEET**

**Note: Unit prices are to be written in both words and numbers.
In case of any discrepancy those prices shown in words shall govern.
All prices will be in dollars and cents.**

Item No.	Quantity	Unit	Item with Unit Price Written in Words	Unit Price in Numbers	Extension: Est. Quantity Times Unit Price in Numbers
1M	Nec.	LS	Miscellaneous Additional Work <u>ten thousand</u> <u>dollars</u>	LS <u>10,000</u>	<u>10,000</u>
5R	5	CY	Rock Excavation (NO BLASTING) <u>one dollar</u>	CY <u>1.00</u>	<u>\$ 5.00</u>
13VA	2	EA.	Adjusting Valve Boxes <u>one hundred</u> <u>dollars</u>	EA <u>100.00</u>	<u>\$ 200.00</u>
20PSW	800	SF	Pressed Concrete Sidewalk Strip <u>twenty</u> <u>dollars</u>	SF <u>20.00</u>	<u>\$ 16,000.00</u>
20SW	4,000	SF	Concrete Sidewalk <u>nine dollars and</u> <u>thirty-five cents</u>	SF <u>9.35</u>	<u>\$ 37,400.00</u>
20SWD	300	SF	Concrete Driveway <u>nine dollars and</u> <u>seventy-five cents</u>	SF <u>9.75</u>	<u>\$ 2,925.00</u>

**VILLAGE OF PORT CHESTER
CONCRETE SIDEWALK AND CURB REPLACEMENT
BID SHEET**

**Note: Unit prices are to be written in both words and numbers.
In case of any discrepancy those prices shown in words shall govern.
All prices will be in dollars and cents.**

Item No.	Quantity	Unit	Item with Unit Price Written in Words	Unit Price in Numbers	Extension: Est. Quantity Times Unit Price in Numbers
25CC	260	LF	Concrete Curb <u>thirty dollars</u>	<u>30.00</u>	<u>\$7,800.00</u>
39	10	CY	Crushed Stone & Gravel <u>fifty-five</u> <u>dollars</u>	<u>55.00</u>	<u>\$550.00</u>
100TGR	325	LF	Timber Guide Rail <u>seventy-five</u> <u>dollars</u>	<u>75.00</u>	<u>\$24,375.00</u>
102MHA	2	Ea.	Adjusting Manhole Covers <u>five hundred</u> <u>dollars</u>	<u>500.00</u>	<u>\$1,000.00</u>
500	2	Ea.	Traffic Signs <u>two hundred</u> <u>fifty dollars</u>	<u>250.00</u>	<u>\$500.00</u>
701	140	SY	Topsoil and Seed <u>five dollars</u>	<u>5.00</u>	<u>\$700.00</u>
TOTAL =					<u>\$101,455.00</u>

DISCUSSION



Village of Port Chester

Office of the Village Manager

MEMORANDUM

TO: Mayor and the Board of Trustees

FROM: Christopher D. Steers, Village Manager

DATE: October 6th, 2014

RE: Bulkhead Update

❖ **Strategic Planning: Strategic Actions** (Opportunity Areas #1-5)

3. • Enhancing and revitalizing waterfront areas

Bulkhead: We have received the contract for the bulkhead design grant award in the amount of \$225,000. We are reviewing the contract and filling all supporting comments and documents with the expected adoption of the agreement to be on the October 20th BOT meeting. Note it is a matching grant that allows us to capture certain prior expenditures dating back to April of 2013. Preliminary discussions with the department of State relating to the above have taken place. Follow up discussions as to the allowable recapture of said expenses are ongoing. Attached is a copy of the Department of State's "Work Plan" which dictates the steps / tasks throughout the project. It is important to note that the draft RFP for design now being drafted must be approved by the Department of State prior to issuing same.

Attachments

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

ATTACHMENT C - WORK PLAN

Contractor: Village of Port Chester
Contract Number: C1000444
Program Contact Person: Christopher Gomez
Phone: 914-937-6780
Fax: 914-939-2733
Email: cgomez@portchesterny.com

Byram River Bulkhead Design

1. Project Description

The Village of Port Chester will develop design and construction drawings for a collapsed bulkhead along the Byram River waterfront. The completion of the final design will facilitate the replacement of the failed bulkhead, which is pivotal to the resurgence of the waterfront.

The completion of this project will serve as the initial step to reactivate the Byram River waterfront by reopening the public walkway and promenade, catalyzing increased foot traffic in the area, and benefitting local business owners. This project is a key component to economic development and advances the Village's Local Waterfront Revitalization Program and Comprehensive Plan.

2. Project Attribution and Number of Copies

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project. The materials must include the Department of State logo and the following acknowledgment:

"This (document, report, map, etc.) was prepared for the New York State Department of State with funds provided under Title 11 of the Environmental Protection Fund Act."

The Contractor must submit to the Department all required products, clearly labeled with the NYS Comptroller's Contract # as indicated on the Face Page of this contract and where applicable, the related Task # from this Work Plan. The Contractor shall submit:

- Draft products: two paper copies of each product. In addition, all draft products must be submitted as an electronic copy in Word or Word Perfect and Adobe Acrobat Portable Document Format –PDF (created using 300 dpi scanning resolution).
- Final products: two paper copies of each product. In addition, all final products (including reports, designs, maps, drawings, and plans) must be submitted as an electronic copy in Word Perfect or Microsoft Word and Adobe® Acrobat® Portable Document Format - PDF (created using 300 dpi scanning resolution) and be submitted on a labeled CD-R type CD. The CD must be labeled with the contractor name, the Departments contract #, and project title.
- Electronic data for all Geographic Information System-based mapping products must be included in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products.

- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department) as well as in JPEG or GIF format.
- Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented. Electronic data for all pictures and photographs must be submitted in JPG or GIF format or other similar product acceptable to the Department.

The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

4. Project Components

Task 1: Project Kick-off Meeting

The Contractor, the Department, project partners and any other appropriate entities shall hold an initial meeting to review the project scope, project requirements, roles and responsibilities of project partners, the selection process for procuring consultants, State Environmental Quality Review Act (SEQRA) compliance requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project kick-off meeting. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Project kick-off meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 2: Project Advisory Committee

The Contractor shall establish a project advisory committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community based organizations. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee.

Products: Draft and final list of proposed members of project advisory committee. Project advisory committee established.

Task 3: Request for Proposals

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal.

The Contractor shall submit the RFP to the Department for review and approval prior to release for solicitation of proposals.

Products: Approved RFP released through advertisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 4: Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor and an appropriate review committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- Quality and completeness of the response.
- Understanding of the proposed scope of work.
- Applicability of proposed alternatives or enhancements to information requested.
- Cost-effectiveness of the proposal.
- Qualifications and relevant experience with respect to the tasks to be performed.
- Reputation among previous clients.
- Ability to complete all project tasks within the allotted time and budget.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

The Contractor's procurement record and consultant selection is subject to approval by the Department.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures.

Task 5: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the consultant(s) selected. The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to the Department for review and approval, and shall incorporate the Department's comments in the final subcontract(s). A copy of the final, executed subcontract shall be submitted to the Department.

Products: Draft and final, executed consultant subcontracts.

Task 6: Second Project Meeting

In consultation with the Department, the Contractor shall hold a second project meeting with the consultant(s), and other project partners as appropriate, to review project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information to the consultant(s) which would assist in completion of the project. The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Second project meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 7: Site Reconnaissance and Schematic Designs

A. Site Reconnaissance

The Contractor or its consultant(s) shall conduct site-specific reconnaissance, in preparation for design. Work shall include, at a minimum, identification and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure, including stormwater treatment structures
- Transportation/circulation systems (truck, car, bus, ferry, train, pedestrian, bicycle, etc.) that serve or are located near the site
- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Analysis of site constraints, needs and opportunities

Products: Map(s) and written summary describing the above information and any other appropriate information identified during the project kick-off meeting.

B. Schematic Designs

The Contractor or its consultant(s) shall prepare alternative schematic designs of the facility or facilities, considering and including a summary of the following:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to State designated Significant Coastal Fish and Wildlife Habitat areas, Scenic Areas of Statewide Significance, other Coastal Management Program special management areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

Unless otherwise specified during the project kick-off meeting, the Contractor or its consultant(s) shall prepare a minimum of three alternative schematic designs for review by the project advisory committee and the Department.

In consultation with the Department and the project advisory committee, the Contractor shall select one of the alternative schematic designs as the basis for final design and engineering/construction plans and specifications, or shall work with the consultant(s) to develop a final schematic design incorporating elements of or building upon the alternative schematic designs. Final design and engineering/construction plans and specifications shall be prepared based on the selected schematic design.

Products: Alternative schematic designs. Schematic design alternative selected.

Task 8: Public Meeting

In consultation with the Department, a public information meeting shall be conducted to solicit public input on the schematic designs to assist in selecting a preferred alternative. A written summary of public input obtained at this meeting shall be prepared and provided to the Department for review and comment.

Products: Public information meeting held. Minutes/Summary of meeting prepared and submitted to the Department.

Task 9: Construction Requirement Analysis

The Contractor or its consultant(s) shall prepare an analysis of all federal, state and local requirements for the selected schematic design alternative, including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners and the Department for review. A pre-permitting meeting with the Department and the identified federal, state and local entities may be required to discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not proceed prior to the Department approval of the construction requirement analysis and the pre-permitting meeting, if necessary.

Products: Written construction requirement analysis. Pre-permitting meeting with identified entities.

Task 10: Environmental Quality Review

The Contractor or its consultant(s) shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 11: Draft Final Design

The Contractor or its consultant(s) shall prepare a draft final design based on the selected schematic design alternative. The draft final design shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during the project kick-off meeting. The draft final design shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Department comments must be addressed to the satisfaction of the Department in subsequent revisions of the products and the final design.

Products: Draft final design and supporting materials.

Task 12: Final Design and Construction Documents

The Contractor or its consultant(s) shall prepare the final design and construction drawings, plans, specifications, and cost estimates. The final design and construction documents shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Final design and construction documents are subject to approval by the Department. These documents must be certified by a licensed professional engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by a licensed professional engineer, architect or landscape architect.

Task 13: Permits

After the final design and construction documents have been approved by the Department, the Contractor or its consultant(s) shall prepare the necessary permit or other approval applications and obtain the required permits or approvals. A pre-application meeting with the Department and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the Department for review and comment.

Potential permitting and approval agencies include but are not limited to:

- federal agencies such as the United States Army Corps of Engineers;
- the Department, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Authority (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and
- agencies of a county, city, town, village, or special purpose district, including but not limited to: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Copies of all required permits and approvals shall be submitted to the Department upon receipt.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

If project includes construction, continue with the following tasks.

Task 14: MWBE Quarterly Reports

The contractor and its consultants and/or contractors shall submit MWBE Quarterly Reports (every March 31, June 30, September 30, and December 31) on the form provided, including a breakdown of payments issued to state-certified MWBE firms during the quarter.

Products: MWBE reports submitted to DOS during the life of the contract.

Task 15: Project Status Reports

The Contractor or its consultant(s) shall submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to DOS during the life of the contract.

Task 16: Final Project Summary Report and Measurable Results forms

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report and Measurable Results forms. Final payment shall not be authorized until these forms have been completed and filed with project deliverables.

Products: Completed Final Project Summary Report and Measurable Results forms submitted to DOS.

5. Project Management Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan. Unless otherwise specified in the Project Description or under Project Components, the Contractor and/or its approved consultant(s) or subcontractor(s) shall conduct all work as described in the component tasks.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and sub consultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all important meetings for the duration of this contract.

- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced reflect the Department logo, feature the Secretary of State and the Governor, and acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract # as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project kick-off meeting and subsequent meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve or disapprove any and all design, site plan, and preconstruction documents before construction may begin.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of \$0 percent (0 %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date 3/31, 6/30, 9/30, 12/31
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- Statistical/Quantitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report
The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.
- Consolidated Fiscal Report (CFR)¹
The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until 60 days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is at project completion. The agency shall complete its audit and notify vendor of the results no later than 60 days later. The Contractor shall submit the report not later than 60 days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT	PERIOD COVERED	DUE DATE
Progress Report (Project Status Form)	Start of contract through current date	6/30* 12/31*
MWBE Report (Form F – Quarterly Report)	1/31 through 3/31 4/1 through 6/30 7/1 through 9/30 10/1 through 12/31	3/31* 6/30* 9/30* 12/31*
	*Due every year during the contract period, as amended.	

Chapter 345. ZONING

Article IV. Supplementary Regulations

§ 345-14. Off-street parking, truck loading and vehicular access.

A.

General application of off-street parking and truck loading requirements.

(1)

It is the intention of this Regulation that all structures and land uses be provided with a sufficient amount of off-street automobile parking and truck loading space to meet the needs of persons employed at or making use of such structures or land uses. No permit for the erection or substantial alteration of a structure, or for the development of a land use, nor any certificate of occupancy for a new or changed use, shall be issued unless off-street automobile parking and truck loading facilities shall have been laid out in a plan in accordance with the appropriate requirements for structures and uses as provided in this section.

(2)

Structures and land uses lawfully in existence shall not be subject to the requirements set forth in this section, provided that any existing off-street parking and truck loading facilities serving such structures or uses shall not in the future be reduced, except where they exceed such requirements, in which case they shall not be reduced below such requirements. Required off-street parking and truck loading facilities for such structures or uses, as well as for any enlargement or extension, shall, however, be provided as a condition for the issuance of any building permit for such enlargement or extension in the future. In cases of practical difficulty or unnecessary hardship to such properties arising out of this requirement, appeal may be made to the Board of Appeals, which shall require only such degree of compliance as it may deem reasonable for that part of the structure or use that is legally nonconforming, but shall not waive any part of the requirement for that part of the structure or use that constitutes an enlargement or extension and shall not permit reduction or elimination of whatever quantity of parking or truck loading spaces may already be in existence, unless it is in excess of such requirements. Required off-street parking and truck loading facilities, which, after development, are later dedicated to and accepted by the Village, shall be deemed to continue to serve the uses or structures to meet the requirements for which they were originally provided.

(3)

Requirements for off-street parking facilities shall be applicable in all districts except the Central Business District, which district shall be defined as all lands located in the C2 Main Street Business District, the C5 Train Station Mixed-Use District, and the C5T Downtown Mixed-Use Transitional District, except that cabarets, catering and events establishments and theaters located in the C2 Main Street Business District, the C5 Train Station Mixed-Use District, and the C5T Downtown Mixed-Use Transitional District shall provide off-street parking according to the requirements applicable to those uses.

[Amended 6-1-2009 by L.L. No. 8-2009; 3-18-2013 by L.L. No. 4-2013]

(4)

The off-street parking requirements for buildings and uses in a C1 District may be satisfied if the subject premises are adjacent to or within 600 feet of a municipal parking facility and upon a showing of the availability of parking within such facility.

[Added 3-4-2002 by L.L. No. 3-2002]

B.

Method of determining off-street parking space requirements.

(1)

The requirement for a single use (e.g. a single-family dwelling or a retail store) shall be determined directly from the schedule of such requirements which is a part of this section.

(2)

The requirement for a combination use made up of several component uses (e.g. a bowling alley combined with an auditorium and a restaurant and bar, or a retail store combined with an office building) shall be determined by establishing the requirement for each component use from the schedule of such requirements, which is a part of this section, and adding them together.

(3)

When the required number of spaces is determined to result in a fraction, it shall be increased to the next highest whole number.

(4)

If the use is not specifically listed in the schedule of such requirements, the requirement shall be the same as for the most similar use listed.

(5)

A garage or carport may be used to meet the requirements of this section. A driveway may only be used to meet the requirements of this section where it serves a single- or two-family dwelling.

(6)

Uses which require approval, pursuant to the special exception use procedure set forth in Article X, may be required to provide off-street parking spaces in excess of the requirements of this section, as indicated in Article X.

(7)

The Board of Appeals may approve the joint use of parking space by two or more establishments on the same lot, the total capacity of which space is less than the sum of the spaces required for each, provided that the Board finds that the capacity to be provided will substantially meet the intent of the requirements by reason of variation in the probable time of maximum use by patrons or employees among such establishments; and provided further that such approval of such joint use shall be automatically terminated upon the termination of the operation of any such establishment.

CORRESPONDENCE



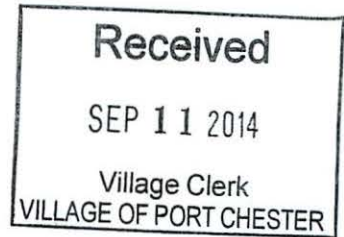
VILLAGE OF PORT CHESTER

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, 235 HOLDING COLLIC, residing at 90 M RAVIKOFF ASSOC.
33 NEW BROAD ST, hereby make hereby make application and appeal to the Board of Trustee for review with regard to the attached sewer rent bill dated 5.20.14 & 7.8.14 for the period from 6.1.13 to 7.7.14 for service located at the property at 233-237 Westchester Ave Port Chester, New York, also designated as Section 142.22 Block 1 and Lot 22 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.

SEE ATTACHMENT.

235 Holding Company, LLC

33 New Broad Street
Port Chester, NY 10573

Phone 914-934-2424

Fax 914-937-5186

Mayor and Board of Trustees
c/o Village Clerk
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

Re: Appeal SEWER RENT, 233-237 Westchester Ave Port Chester NY

September 5, 2014

To Whom It May Concern,

233-237 Westchester Avenue is a mixed use multi tenant building. There is 1 water meter monitored by United Water Westchester. As Landlords we have installed a sub-meter for one tenant, La Boutique Salon, a beauty salon. The sub-meter is monitored by the Landlord and used to measure their corresponding water usage.

La Boutique Salon calculates that 3% of the water they use does not go down the drain. See attachment.

On average, total water usage measured by United Water Westchester for the entire building is 6394 cubic feet for 1 month. On average, total water measured for La Boutique is 270 cubic feet for 1 month.

Total water measured minus La Boutique use is as follows:
 $6394 - 270 = 6124$

6124 cubic feet we should be billed for 100%

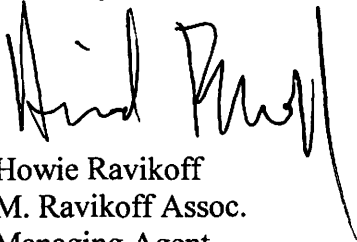
270 we should be billed for 97% (262)

Billing date 5/20/2014 $\$1678.33 \times 97\% = \1627.98

Billing date 07/08/14 $\$482.99 \times 97\% = \468.50

We ask that a process should be enacted to keep these more accurate calculations in place moving forward for 1 year or more without having to submit a grievance application upon receipt of each and every bill saving all people, businesses, Village Boards and personnel substantial time.

Sincerely,

A handwritten signature in black ink, appearing to read "Howie Ravikoff". The signature is written in a cursive, somewhat stylized font with a long, sweeping tail on the final letter.

Howie Ravikoff
M. Ravikoff Assoc.
Managing Agent
235 Holding Co LLC
Port Chester, NY 10573

La Boutique Salon

235 Westchester Ave
Port Chester, NY 10573

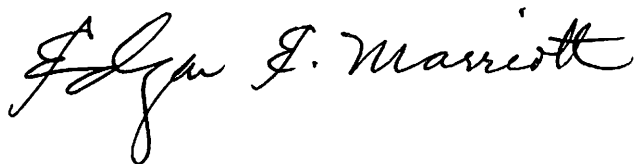
Phone: (914) 939-0574

July 29, 2014

To Whom It May Concern:

We are a beauty salon. We believe 3% of the water that comes out of the tap does not go back down the drain. If all the water went down the drain we would not need hair driers.

Sincerely,
Edgar Marriott
La Boutique Salon
Business Owner

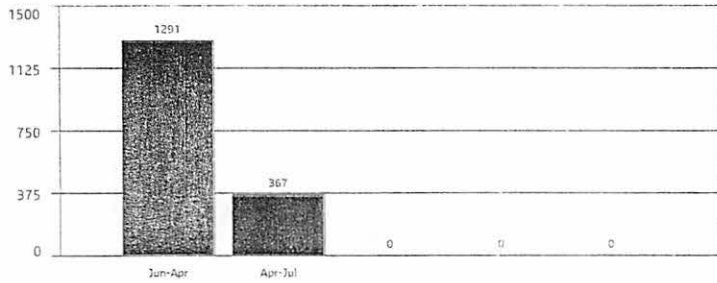
A handwritten signature in cursive script that reads "Edgar J. Marriott". The signature is written in black ink and is positioned below the typed name and title.



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: 07902829716069

Previous Balance	\$1,678.33
Payments Through 07/08/14 <i>THANK YOU</i>	\$1,678.33CR
Balance Forward	\$0.00
Current Charges Due 08/01/2014	\$482.99
TOTAL AMOUNT DUE	\$482.99

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

SERVICE TO: 235 HOLDING CO LLC

SERVICE ADDRESS: 235 WESTCHESTER AVE PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
52625556	04/08/14	07/07/14	90	2016	2383	367 CCF EQUIVALENT TO	CCF	ACTUAL 274,516 GALLONS	SWQ

150.8778 @ \$1.338999 SEW RENT \$202.03
 216.1222 @ \$1.30002 SEW RENT \$280.96
TOTAL CURRENT CHARGES \$482.99

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 TO US.

YOUR PAYMENT IN THE RETURN ENVELOPE, PROVIDED.

AMOUNT
 482.99

891

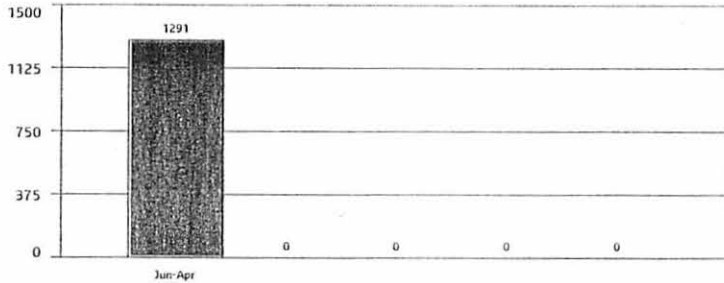


VILLAGE OF PORT CHESTER SEWER RENT
 Serviced by United Water Westchester

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:	07902829716069
Previous Balance	\$0.00
Payments Through 05/20/14	\$0.00
Balance Forward	\$0.00
Current Charges Due 06/13/2014	\$1,678.33
TOTAL AMOUNT DUE	\$1,678.33

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

SERVICE TO: 235 HOLDING CO LLC

SERVICE ADDRESS: 235 WESTCHESTER AVE PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
52625556	06/01/13	04/08/14	311	0725	2016	1291	CCF	PRORATED ACTUAL	SWQ
						EQUIVALENT TO		965,668 GALLONS	

SEW RENT 1,291.0000 @ \$1.30002
 TOTAL CURRENT CHARGES

\$1,678.33
 \$1,678.33

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

Village Clerk

222 Grace Church Street, Port Chester, New York 1057

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

www.portchesterny.com

Received

SEP 15 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, POVINYO PROPERTIES, residing at 90 MRAVIKOFF AVE. 233 New Broad St Port Chester hereby make application and appeal to the Board of Trustees for review with regard to the attached sewer rent bill dated 9.4.14 for the period from 8.4.14 to 9.3.14 for service located at the property at 44-48 POVINYO ST Port Chester, New York, also designated as Section 142.22 Block 1 and Lot 52 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.



Signature of owner

9.15.14

Date

914 934 2424

Phone # of Owner

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 _____

Poningo Properties, LLC

33 New Broad Street
Port Chester, NY 10573

Phone 914-934-2424

Fax 914-937-5186

Mayor and Board of Trustees
c/o Village Clerk
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

Re: Appeal SEWER RENT, 46 Poningo St Port Chester NY

September 15, 2014

To Whom It May Concern,

44-48 Poningo St is a mixed use multi tenant building. There are 2 water meters monitored by United Water Westchester.

As Landlords we have 1 meter. As Tenant and owner of a traditional laundry matt, Wash N Dry aka Robinson Ent, has 1 meter direct billed by United.

Wash N Dry calculates that on average 4.89% of the water measured does not go back down the drain into the sewer system. See attachment.

We present that we should be billed for 4.89% less than what we have been billed for.

Billing date 09/4/14 \$143.27 – 7.00 (4.89%) – \$136.26

We ask that a process should be enacted to keep these more accurate calculations in place moving forward for 1 year or more without having to submit a grievance application upon receipt of each and every bill saving all people, businesses, Village Boards and personnel substantial time.

Sincerely,



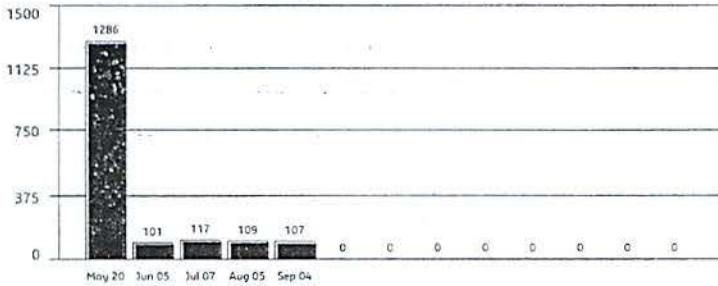
Howie Ravikoff
M. Ravikoff Assoc.
Managing Agent
44-48 Poningo Street
Port Chester, NY 10573



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 10/06/2014

Billing Date: 09/04/14
 Account Number: 07901410924842

Previous Balance	\$145.95
Payments Through 09/04/14 <i>THANK YOU</i>	\$145.95CR
Balance Forward	\$0.00
Current Charges Due 09/29/2014	\$143.27
TOTAL AMOUNT DUE	\$143.27

*PAY BY 09/30/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: M. RAVIKOFF ASSOC., INC.

SERVICE ADDRESS: 46 PONINGO ST PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
0829218	08/04/14	09/03/14	30	01378	01485	107	CCF	ACTUAL	SWM
						EQUIVALENT TO		80,036 GALLONS	

107.0000 @ \$1.338999 SEW RENT
 TOTAL CURRENT CHARGES

\$143.27
 \$143.27

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: 46 PONINGO ST
 PORT CHESTER NY

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

000030



*****SINGLE-PIECE 30 T1:1 30 1 SP 0.480
 M. RAVIKOFF ASSOC., INC.
 33 NEW BROAD ST STE 4
 PORT CHESTER NY 10573-4651



0790141092484200000014327000000001

Account Number:	07901410924842
Balance Forward	\$0.00
Current Charges Due 09/29/2014	\$143.27
TOTAL AMOUNT DUE	\$143.27
<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



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

SEP 15 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, New Broad St LLC, residing at 40 MRAVIKOFF ASSOC 33 New Broad St Port Chester hereby make hereby make application and appeal to the Board of Trustee for review with regard to the attached sewer rent bill dated 9.4.14 for the period from 8.4.14 to 9.3.14 for service located at the property at 33 New Broad St Port Chester, New York, also designated as Section 142.30 Block 2 and Lot 64 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.

Handwritten Signature
Signature of owner

914 9342424
Phone # of Owner

9-15-14
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 _____

New Broad Street, LLC

33 New Broad Street
Port Chester, NY 10573

Phone 914-934-2424

Fax 914-937-5186

Mayor and Board of Trustees
c/o Village Clerk
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

Re: Appeal SEWER RENT, 33 New Broad St Port Chester NY

September 15, 2014

To Whom It May Concern,

33 New Broad Street is a commercial multi tenant building. There is 1 water meter monitored by United Water Westchester. As Landlords we have installed sub-meters including 1 each for the Beldotti Bakery (Good Bread Bakery) and Josam Foods (Matt Miller Culinary) among others. These sub-meters are monitored by the Landlord and used to measure their corresponding water usage.

Good Bread Bakery calculates that 90% of the water measured does not go back down the drain into the sewer system. See attachment. 90% of the water measured goes into their product and out the door. We present that we should pay only 10% of their use.

Josam Foods calculates 20% of the water measured does not go back down the drain in to the sewer system. See attachment. They site water content in cooked product that goes out the door. We present that we should pay only 80% of their use.

Using historical data Good Bread Bakery water use measures 14263 cubic feet in 6 months and 28526 cubic feet in 12 months.

Josam Foods water use measures 12767 cubic feet in 6 months and 25534 cubic feet in 12 months.

Total water usage measured by United Water Westchester for the entire building is 40596 cubic feet for 6 months and 81192 cubic feet for 12 months.

Total water measured minus Good Bread Bakery use minus Josam Foods use is as follows:

$81192 - 28526 - 25534 = 27132$

27132 cubic feet we should be billed for 100%

28526 we should be billed for 10% (2852)

25534 we should be billed for 80% (20427)

We present that we should be billed for $27132 + 2852 + 20427$ or 50411 cubic feet. This equates to 62% of the total water measured by United Water Westchester.

Billing date 09/04/14 $\$152.65 \times 62\%$ ($\$94.64$) = $\$58.00$

We ask for a $\$94.64$ credit

We ask that a process should be enacted to keep these more accurate calculations in place moving forward for 1 year or more without having to submit a grievance application upon receipt of each and every bill saving all people, businesses, Village Boards and personnel substantial time.

Sincerely,



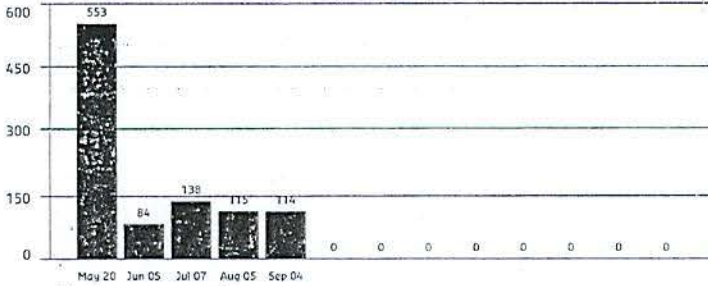
Howie Ravikoff
M. Ravikoff Assoc.
Managing Agent
New Broad St LLC
33 New Broad Street
Port Chester, NY 10573



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 10/06/2014

Billing Date:	09/04/14
Account Number:	07902425083708
Previous Balance	\$153.98
Total Credits	\$254.08CR
Balance Forward	\$100.10CR
Current Charges Due 09/29/2014	\$152.65
TOTAL AMOUNT DUE	\$52.55

*PAY BY 09/30/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: NEW BROAD STREET LLC

SERVICE ADDRESS: 33 NEW BROAD ST PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
30829333	08/04/14	09/03/14	30	00648	00762	114 EQUIVALENT TO	CCF	ACTUAL 85,272 GALLONS	SWM
114.0000 @ \$1.338999 SEW RENT				\$152.65	PAYMENT				\$153.98 CR
TOTAL CURRENT CHARGES				\$152.65	TOTAL CREDITS				\$254.08 CR
PORT CHESTER SEWER-IRRIGATION				\$100.10 CR					

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: 33 NEW BROAD ST
 PORT CHESTER NY

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

000031



*****SINGLE-PIECE 31 T1:1 31 1 SP 0.480
 NEW BROAD STREET LLC
 M RAVIKOFF ASSOC
 33 NEW BROAD ST
 PORT CHESTER NY 10573-4632



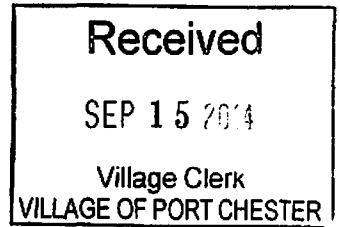
0790242508370800000005255000000002

Account Number:	07902425083708
Balance Forward	\$100.10CR
Current Charges Due 09/29/2014	\$152.65
TOTAL AMOUNT DUE	\$52.55
<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

Washington Engine & Hose Co. #4, Inc.
PORT CHESTER FIRE DEPARTMENT
PORT CHESTER, NEW YORK



September 4, 2014

Village Clerk
Village of Port Chester
222 Grace Church St
Port Chester NY 10573

Dear Village Clerk:

Please note the action of Washington E&H Co #4 in electing to active membership:

Kevin Brennan
2 Alden Terr
Port Chester, NY 10573

Kevin is scheduling his medical and will bring the approved script from the doctor when completed.

Please schedule the Board to take appropriate actions at the earliest convenience.

Sincerely,



Paul Cregan
Secretary



Fire Department
Village of Port Chester

WESTCHESTER COUNTY, N. Y.



Headquarters: Westchester Avenue and Ponings Street

Harry Howard Hook & Ladder No. 1

Fire Police No. 1

Mellor Hose No. 1

Washington Engine & Hose No. 4

Brooksville Hose No. 5

Companies:

Reliance Chemical & Hose No. 1

Putnam Steamer & Hose No. 2

TO THE HONORABLE BOARD OF TRUSTEES OF THE VILLAGE PORT CHESTER, N. Y.:

The Fire Patrol - Leswe Co. 1 respectfully reports that at a meeting

held on 2 September 14 favorable action was taken on the following:

Elected active members.....

Elected honorary members.....

Members resigned Reyes, Andrieu.....

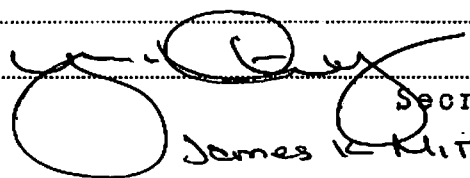
Members expelled.....

Members suspended.....

Members died.....

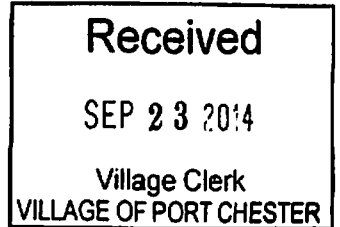
Badges returned (numbers).....

Remarks.....


Secretary.
James W. Kitchener, Jr.

Received
SEP 23 1911
Village Clerk
VILLAGE OF PORT CHESTER

Richard A. Falanka
34 West Glen Avenue
Port Chester, NY 10573



September 22, 2014

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

Gentlemen:

Per my recent conversation with Mayor Pagano, I submit this letter confirming my interest in serving as a member of the Village of Port Chester Taxi Commission.

My years of service as Village Clerk afforded me the opportunity to work closely with the Taxi Industry, and I believe my experience would be helpful to the Taxi Commission.

Thank you for your consideration. I look forward to again serving the community and working with you.

Sincerely,



Richard A. Falanka

RAF:tr

PARK COMMISSION
Port Chester, NY 1053

October 1, 2014

Mayor Neil Pagano and the Board of Trustees,

The Park Commission at their recent meeting discussed the temporary T-Ball fields in Lyon Park. The original agreement with the Port Chester Youth Baseball League was that t-ball would be played in Edgewood Park.

A motion was made by Jerry Donahue and seconded by Heather Paul to have both these temporary fields removed and the area reseeded and put back to its original condition. This motion was approved with a vote of three (3) ayes and one (1) abstention.

The Commission asks for your cooperation in resolving this matter.

Very truly yours,

Jerry Terranova

Jerry Terranova and the
Park Commission

/vs

cc: Village Attorney
Village Manager

September 15, 2014

Richard Conway, Chief of Police
Police Headquarters
350 North Main Street
Port Chester, New York 10573

Dear Chief Conway,

On Sunday, October 19, 2014, the Parish of Our Lady of the Rosary will hold its eleventh annual special celebration of the Eucharist in honor of El Señor de los Milagros (The Lord of Miracles). Following Mass, some of our parishioners will show an exhibition of faith by a procession carrying a reproduction of the image of El Señor de los Milagros, on a platform around the area adjacent to the church.

The procession will leave from in front of the Don Bosco Center at 1:30PM, proceed to the intersection with Purdy Avenue, turn left onto Purdy Avenue to the Boston Post Road intersection, and left onto to Grace Church Street then left onto Don Bosco Place.

It is anticipated that approximately 300 people will take part in the procession. To insure the safety of those in the procession and the general public, we respectfully request that a police escort lead and another follow. Due to the weight of the platform, it is necessary to stop often. Therefore the entire procession is expected to take about three hours.

I would like to take this opportunity to thank you and your department for the police presence and protection during the major processions and events held in our parish, and for all the support you give to our parishioners.

Again, thank you. If you have any questions, please do not hesitate to contact me.

Sincerely,

Rev. Timothy Zak, SDB
Pastor

TZ:me

Cc: Christopher Steers, Village Manager
Mark Braccio, Traffic Sargeant
Rocco Morabito, General Foreman

From: [Yvette Solis](#)
To: [Steers, Christopher](#); [Richards, Janusz R](#)
Subject: Veterans' Day Celebration at King Street School
Date: Thursday, October 2, 2014 12:20:25 AM
Attachments: [Veteran Invitation.pdf](#)

Dear Board of Trustees,

The King Street School is looking forward to again hosting its annual Veterans' Day Flag-Raising Ceremony and Continental Breakfast to honor family and friends within our school community that have served our country in the past or present. The ceremony will be held **Monday, November 10 at 9:30 a.m.** The ceremony will begin outside by the flagpole, weather permitting and will continue inside with refreshments.

We would be honored to have you join us for this celebration. If you are available, please let me know. I can be reached at (914)939-0678 or, alternatively, my e-mail address is yssyash@yahoo.com.

I look forward to hearing from you and we look forward to having you join us. The invitation is attached.

Sincerely,

Yvette Solis
Veterans' Day Co-Chair for KSS PTA



In Honor of
Veteran's Day

Your Friends and Family at
King Street School
invite you and a guest to attend a
Flag-Raising Ceremony and
Continental Breakfast

Monday
November 10, 2014
9:30 AM

King Street Elementary School
Upland Street

(Ceremony will be held outside weather permitting.)

From:

To:

■

Subject:

King Street School Celebrates International Walk to School Day

Date:

Wednesday, September 24, 2014 2:37:15 PM

Attachments:

[Walk to School Day Press Release 2014.doc](#)

Dear Mayor Pagano and Board of Trustees,

Please accept this email and attached press release as your invitation to attend and participate with the Students, Teachers and Staff of King Street School at our Walk to School Day.

The event is Wednesday October 8, 2014 beginning at 8am.

The presentation of a Proclamation would be appropriate and welcomed.

Thank you,

Bill Villanova

914 760 6454

<p>FOR IMMEDIATE RELEASE September 24, 2014</p>		<p>CONTACT: Bill Villanova cell 914-760-6454</p>
----------------------------------------------------------------	-----------------------------------------------------------------------------------	----------------------------------------------------------

**King Street School, Port Chester to celebrate
International Walk to School Day on October 8, 2014
(Rain Date Thursday October 9th)**

Port Chester, NY – King Street School Elementary PTA in Port Chester will be joining schools from around the world to celebrate International Walk to School Day on October 8, 2014.

Approximately 200 students from **King Street School** will be walking to school Wednesday along with parents, teachers and community leaders. Members of the Board of Education, Village of Port Chester, Town of Rye and other community members have been invited to greet them upon arrival at the school.

The event will begin at 8:00am with students, parents and community leaders walking from home. Walkers will arrive at the between 8:15 and 8:30am. Principal Samuel Ortiz will welcome everyone at 8:45am and invite community leaders to say a few words. Other special activities associated with the walk include a school-wide walk around the school building so that those children who are bused to school will be able to participate.

In the U.S., International Walk to School Day is expected to include 5,000 schools from all 50 states. Walkers from the U.S. will join children and adults in 40 countries around the world.

Walk to School events work to create safer routes for walking and bicycling and emphasize the importance of issues such as increasing physical activity among children, pedestrian safety, traffic congestion, concern for the environment and building connections between families, schools and the broader community.

The event is being organized by King Street School PTA. Bill Villanova is chairing this event, with assistance from other PTA members. Walk to School Day is another way in which students can promote the health and wellness policies of our school district.

For additional local information, please contact Bill Villanova at 914 760 6454.

For additional information, please visit these Web sites:

International Walk to School in the USA	www.walktoschool.org
National Center for Safe Routes to School	www.saferoutesinfo.org
International Walk to School	www.iwalktoschool.org

MINUTES

MEETING HELD MONDAY SEPTEMBER 15, 2014

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, September 15, 2014, in the Court Room of the Police Headquarters Building, 350 North Main Street, Port Chester, New York, with Mayor Neil Pagano presiding.

Present in addition to Mayor Pagano, were Trustees Gregory Adams, Daniel Brakewood, Saverio Terenzi, Luis Marino and Gene Ceccarelli.

It should be noted that Trustee Kenner was absent.

It should be noted that Trustee Marino arrived at 6:01 p.m. and Trustee Brakewood arrived at 6:13 p.m.

Also present were: Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Deputy Clerk, Vita Sileo; Village Attorney, Anthony Cerreto; Village Treasurer, Leonie Douglas; Director of Planning and Development Christopher Gomez; Chief of Police, Richard Conway and Christopher Ameigh Administrative Aide to the Village Manager.

On motion of TRUSTEE ADAMS, seconded by TRUSTEE CECCARELLI the meeting was declared opened at 6:00 p.m.

ROLL CALL

AYES: Trustees Adams, Terenzi, Ceccarelli and Mayor Pagano

NOES: None.

ABSENT: Trustee Brakewood, Marino and Kenner.

DATE: September 15, 2014

WORKSHOP

Director of Planning and Development Chris Gomez commented he expects to get the estimates from the Town Assessor this week. He recommended adjourning this discussion until the October 20th meeting. He commented this will go before the Planning Commission on September 29th.

PUBLIC COMMENTS regarding 120 North Pearl Street:

Ms. Goldie Solomon commented that the Village cannot take any more residential property because our schools are already overloaded. Do not approve any more residential properties.

MOTION FOR EXECUTIVE SESSION

EXECUTIVE SESSION 1, 2 & 3

At 6:02 p.m., on motion of TRUSTEE MARINO, seconded by TRUSTEE TEREZI the Board adjourned into an executive session for:

Involving the promotion of a particular person(s) in the Police Department.

Consultation with Village Attorney regarding repairs to Village Sidewalks.

Consultation with Village Attorney regarding Village Election.

ROLL CALL

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

NOES: None.

ABSENT: Trustee Brakewood and Kenner.

DATE: September 15, 2014

Also present were: Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Deputy Clerk, Vita Sileo; Village Attorney, Anthony Cerreto; Village Treasurer, Leonie Douglas; Chief of Police, Richard Conway; and Christopher Ameigh Administrative Aide to the Village Manager.

No action was taken in executive session.

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

ROLL CALL

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

NOES: None.

ABSENT: Trustee Kenner.

DATE: September 15, 2014

AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION

RE:

The following Public Notices were duly published in the Journal News and the Westmore News on August 22, 2014, certified by Cecilia Hernandez, Principal Clerk of the Journal News and Angelina Brescia, Office Manager of the Westmore News

PUBLIC NOTICE
PUBLIC NOTICE

PUBLIC NOTICE is hereby given that the Board of Trustees of the Village of Port Chester, New York, will hold a PUBLIC HEARING on Monday, September 15, 2014, at 7:00 P.M., or as soon thereafter, at the Port Chester Justice Courtroom, 2nd Floor, 350 North Main Street, Port Chester, New York, to consider a Special Exception Density Bonus Application on behalf of AGD North Pearl, LLC., to construct a 50-unit multi-family building on property located at 120 North Pearl Street, Port Chester, New York, also known and designated as Section 142.22, Block 2, Lot 62 on the Tax Map of the Town of Rye.

Interested persons are invited to attend and will be afforded the opportunity to be heard at this time. A copy of the application and all supporting materials is available at the Village Clerk's office or online at the Village website www.portchesterny.com.

Date: August 22, 2014

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

On motion of TRUSTEE CECCARELLI, seconded by TRUSTEE MARINO, the public hearing was declared open.

ROLL CALL

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

NOES: None.

ABSENT: Trustee Kenner.

DATE: September 15, 2014

Public Comments

Mayor Pagano asked if there was anyone from the audience who would like to make any comments regarding this public hearing.

Ms. Goldie Solomon commented that the Village cannot take any more residential property because our schools are already overloaded. Do not approve any more residential properties.

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE MARINO, the public hearing was adjourned to the October 20, 2014 BOT meeting.

ROLL CALL

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

NOES: None.

ABSENT: Trustee Kenner.

DATE: September 15, 2014

PRESENTATIONS

As requested by Trustee Adams regarding the impact of the lack of CDBG funds on local organizations. (The first presentation was postponed until 8:00)

Don Bosco Workers, Inc. Trustee Marino introduced Executive Director Gonzalo Cruz and Ann Hicken, Board President of Don Bosco Workers. The presentation is a new campaign by the workers. We do a lot of work in wage recovery. A second area is wage reform. The third topic is redefining wage theft.

A PowerPoint presentation was made on the new campaign the Don Bosco workers are launching starting this week on “No Pay, No Way”, Wage theft is bad for Port Chester. Where we have typically been as a worker organization is we do a lot of work in the area of wage recovery. Gonzalo spends most of his day with workers who have been defrauded by their employers and not paid the legal wage. A second area is wage reform in terms of legislative reform. We have turned to a third area of redefining wage theft, which unfortunately is at very high levels of incidence. There is a tendency to dismiss the problem. There are certain protocols that an employer must follow once they hire someone. We have a wage theft epidemic. Regardless of legal status an employer is obligated to follow the law. Our talk is to have a dialogue on how wage theft hurts the entire community. It undermines the responsible business persons. The second way is it hurts the local economy. Low income workers spend their money locally. A third area is the pressure that wage theft places on local community services. Chances are that if someone is not paid he will have to depend on local emergency services. The last area is how all of this comes back to reduced revenues in the local economy and the increased pressure on publically funded services. This all comes to increased taxes in our community. We are here to invite you to support us in our goal of making Port Chester a zero tolerance zone for wage theft.

Mr. Cruz commented of employers in the Village who pay less than the minimum wage and do not pay overtime. Right now we have charges against some of the employers.

Ms. Hicken commented part of our mission is to teach employees how they should be paid and when they should be paid. If employees are not paying our first step is to call them. Once you start down the path with the DOL it is hard to recover because they have so many cases.

Don Bosco Community Center provides the opportunity for employees to stand on the corner and obtain day work. We are a placement service. We are funded by the Catholic Church and Presbyterian Church.

PUBLIC COMMENTS

Mayor Pagano asked if there was anyone from the audience who would like to make any public comments.

Comments were made by:

Ms. Goldie Solomon commented that the Village of Port Chester should be have only legal immigrants working in the Village. The Mariner is not finished and the Castle is not finished and they are loaded with residential properties. If we have to build more schools our taxes will go sky high. We need more commercial, not residential.

Mr. Vincent Bizano commented on the need to repave Touraine Avenue. This has not been done since 1967. Parking during the time soccer is being played in Abendroth Park is difficult for the residents. The parking lot should be opened for that period of time. Mayor Pagano commented a list of the streets to be paved will be posted. Also, the parking lot situation will be rectified with the dog park.

Mr. John Giangrande commented on the sidewalks. Mayor Pagano commented this was brought up in Executive Session and we will have some a recommendation for the public shortly.

Mr. Bill Giangrande commented about street paving. There are at least 25 holes on Franklin Street. Secondly, the traffic lights are different colors and some of them are out. Mayor Pagano commented that Con Edison and the Sewer Company are all over the Village. Mr. Giangrande commented on the traffic lights at Pearl Street. Village Manager Steers will check with Con Ed to get the completion date.

Ms. Bea Conetta commented on the Municipal Center that is being considered. So many people in the Village have no idea about it. We had many problems with our present Village Hall. We have only been in there for nine years. Selling something that cost us between \$18MM and \$20MM and building another building for \$36MM to \$40MM. You've already paid out \$30M. Now they want \$500M to go ahead. If you decide not to build it you lose the \$500M. We won't even own the building, we will be the first tenant.

Mr. Keith Morlino thanked the Board for hosting the meeting regarding the NDC project. He commented that he would like to see the area developed. The funding of it makes sense. It is a lot of tax dollars to be dedicated to this. Trustee Terenzi commented that the 2% is for the next five years. The outstanding debt right now will end in ten years. With some assumptions, at the end of ten years the debt remaining on the building, we would actually buy the building from them. The debt that is sitting there now that is going to come off in ten years is \$2.1MM. You would be trading Grace Church Street, putting them on the tax role for \$10MM and you are trading that to take \$3MM or \$4MM from Irving Avenue. Mr. Morlino commented on how NDC controls their costs. Who would be monitoring them on this project? Mayor Pagano commented one good thing is that we would be going in as a tenant. NDC will be responsible for all landlord issues.

Ms. Joan Di Buono commented there will be an Ethics Training Seminar on October 2nd at the Senior Center. This session will address many of the most frequently asked questions related to municipal ethics. Topics of discussion will include conflict of interest, updating your local ethics codes nepotism, ethics boards, gifts and more. This program is being sponsored by the Village. Mayor Pagano commented this invitation has been extended to the Village of Rye Brook, the Town of Rye, and City of Rye.

Mr. Richard Hyman commented on conflicting items on the agenda. The first one is 120 North Pearl Street where you are requesting them to pay you a fee for a bonus to build an extra 12 units. Next on the agenda is taking \$440M that was set aside by the Mariner which can be used for housing rehabilitation. You are asking for money that is already there. You cannot overrule the rules set up by the Planning Board's site plan of approval. Also, there is no economic value to combining a municipal facility with the Police Court facility.

Mr. Angelo Sposta commented regarding the workshop on the NDC project. The condition of Grace Church Street and the current Police Station are in terrible condition. The Village is growing, the police department is growing. You need to build for the long-term future. Part of the work is to clean up that corridor. The municipal center would start cleaning up that neighborhood.

Ms. Bea Conetta complimented the Board on acting swiftly on the crossing guards being able to cross adults with children.

Mr. Greg Gregory commented on the Mariner not having a CO. They have a TCO until they put their wires in. As far as the Don Bosco workers he supports the legal immigrants. The people who have spoken out against the Castle development never came to one planning meeting to see what was being done. This should have been spoken about before the building started going up. Valet Parking in Port Chester, especially at the Tarry Lodge is a serious problem. Valet Parking should be part of site plan approval.

PRESENTATION (Continues)

As requested by Trustee Adams regarding the impact of the lack of CDBG funds on local organizations.

Trustee Adams commented at the June 2nd meeting we had a resolution before us on the idea of Port Chester putting pressure on these organizations that were losing this money. We are about to lose \$1,673M. The programs listed were The Clay Arts Center, Don Bosco, the Open Door medical facility and the Port Chester Housing Authority. Unfortunately this resolution was pulled from the agenda so I would like to get this back on the agenda.

We have Housing and Clay Arts Center here and I would like these organizations to come forth and tell us how the loss of these funds may affect them. These organizations provide a vital service to the Village. This is federal money and this Village cannot make it up at the local level.

Port Chester Housing Authority:

Robert J. Vyskocil commented on how the loss of these funds will affect the PC Housing Authority and the residents of the Village. He introduced Juan Voscal who is in charge of HUD and the funding for the Housing Authority. He is also responsible for the maintenance of the buildings. We provide federally subsidized affordable housing to low income residents of the Village of Port Chester. We are a local agency and our funding is from the federal government and local rents. We have five developments totaling 340 rental apartments to 340 families and senior citizens. We have a total of \$400M allocated to us under grants, \$300M of which was allocated to electrical upgrades at Weber Drive, \$100M was allocated for roof replacement at Traverse Avenue. The impact on us is significant. We are currently operating with funding from HUD at 82% of our budget. We are operating pretty much day-to-day bare bones. The electrical is an outdated system and there is the potential for power outages. The roofs at Purdy and Traverse Avenue are deplorable. We think we may have enough money to replace one, but not the other.

Trustee Terenzi commented on the impact of running out of money. Mr. Voscal commented that HUD has no additional money and if there are no funds, some bills will go unpaid. We had to let workers go several months ago. The debt service would have to be paid out of the Capital Funds. That would mean we would have less money to do items like roofs, etc.

Mayor Pagano commented that these buildings are five and six stories and you have seniors living on the top floors. When the power goes out you have no elevators. Mr. Voscal commented that a generator at each facility would be about \$300M, money we don't have.

Trustee Ceccarelli commented that Port Chester has no involvement in legal action on affordable housing. He suggested that the Housing Authority make an appeal to HUD.

Clay Arts Center:

Ms. Leigh Taylor Mickelson, Executive Director of the Clay Art Center presented the following statement regarding the impact of the lack of CDBG funds.

“Thank you for the opportunity to share with you the impact that the lack of CDBG funds has had on Clay Art Center. Firstly, you should know that we were approved for two 3-year grants in the amount of \$15,000. The first 3 year grant was completed, but the second 3 year grant was withheld, and we received none of the funds that were promised.

Through the initial CDBG grant, Clay Art Center was able to expand a scholarship program that targeted the underserved and economically disadvantaged minority youth from Port Chester. Our goal with this community arts grant, and with others that are awarded to us, is to improve the lives of youth by providing educational and enrichment opportunities for low income underserved youth from Port Chester. By offering underserved youth access to a nationally renowned art facility, Clay Art Center provides stimulating and enriching experiences that engage students to think creatively and interact socially in a safe, structured after school setting. Our instructors and artists are

positive role models. Our facility is unusual and fascinating to visitors who can see and experience how “things” are made by hand, slowly, and carefully. Our artists, students and instructors are all familiar with failure, the need to accept mistakes and move on. These are valuable lessons, especially for young people who no longer have shop or home economics classes in school, and who rarely have the opportunity to actually “make” anything. It is a powerful and positive experience to create something by hand, to work with moist and pliant clay and go through the many steps necessary to create something solid and lasting.

The expected objectives and outcomes of the program were to:

- Create authentic art making experiences and encourage self-expression and creativity among underserved youth.
- Engage disadvantaged youth in safe and structured after school activities.
- Teach art and life related skills that can be applied outside of the classroom.
- Over the three-year grant period, 60 youth/year for a total of 180 youth over three years who have limited access to arts training and education will have the opportunity to create with clay.
- Strengthen CAC public art strategy by collaborating with other non-profits agencies.
- Fill the gap in arts education that is caused by a cut in arts funding in the public schools.
- Diversify the ethnic background and income levels of CAC students to reflect the Port Chester community

Without the CDBG grant, Clay Art Center had to absorb the costs of the classes that had already been promised to the underserved youth of Port Chester. We rallied and found some support so we did not have to completely abandon the programs, but because of the loss of funding, we had to reduce the number of scholarships and were not able to reach as many children as we had hoped. We hope that Westchester County will consider releasing these funds which have had such a direct impact on the spirit and wellness of the community.”

Open Door Clinic:

Ms. Anita Rulenz, COO of the Open Door Clinic commented on the grants we’ve been getting from the federal government help support needed projects. Some of the past funding helped us develop our dental rooms and expand them for the dental services in the community. We serve medical, dental and behavioral services primarily to the underinsured. To expand medical services you don’t always have the pockets deep enough to do this. We need the resources to make this happen. We need the funds to replace needed equipment. Open services are very expensive if you are bringing in new technology. We are looking to expand our dental. At our Port Chester site we are seeing about 1,500 patients per year. We are also looking at expanded hours.

Legislator David Gelfarb presented a certificate of merit on behalf of the Board of Legislators to the 2014 Port Chester select team on winning the Soccer Tournament. He commented it is the intention of the County to do what it can to make up to Port Chester for money’s lost through HUD’s freezing of the CDBG funds. For the current fiscal year we sent money to the Carver Center, Don Bosco and Tools for Change. He referred to the Huntington Report where the towns of Harrison and Rye Brook are against the code.

Because of this, money has been taken away from Port Chester. The County is on target to build 750 units of affordable housing. An analysis of impediments has been rejected by HUD. The Chairman of the Board of Legislators asked The Monitor to undertake an analysis under Huntington. The analysis said it was stigmatizing near the Rye Ridge Shopping Center and said it was undesirable to live near that area. Some people think that if we start suing municipalities then HUD would release the money. Everyone knows that HUD is withholding money from communities that desperately need the money.

Mayor Pagano commented that the \$1.6MM has not been lost, it has been reallocated. What the County is talking about now is floating its own bond.

Legislator Gelfarb commented that Port Chester is completely blameless, yet they are the one who are being adversely affected by HUD's action. There is a real effort on the part of the County to get money to Port Chester.

Trustee Brakewood commented it is not just the money, it is the jobs that are being affected, slip and fall law suits that occur because sidewalks aren't being repaired. It is a lot more monetary value to the community. It's about investing in the community.

Trustee Terenzi commented that exclusionary zoning is a town that doesn't allow two-family housing. In Harrison there is only a certain section that allows multi-family. There is no disparate impact in Rye Brook.

Legislator Gelfarb commented The Monitor is trying to bludgeon various communities into changing their zoning.

Trustee Terenzi commented there is going to be a close vote on the legislation. What they want to propose to do is to adopt The Monitor's finding in the hope to get HUD to release the money.

RESOLUTIONS

RESOLUTION #1

PARTICIPATION BY THE VILLAGE OF PORT CHESTER IN THE WESTCHESTER COUNTY FIRE MUTUAL AID PLAN

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

WHEREAS, the Village of Port Chester desires to become a participant in the Westchester County Fire Mutual Aid Plan (the "Plan"); and

WHEREAS, to do so, the Board of Trustees is required to adopt a resolution approving the Village's participation in the Plan, and file said resolution with the Westchester County Commissioner of Emergency Services. Now, therefore, be it

RESOLVED, that the Board of Trustees approves participation by its' Fire Department in the Plan, as amended from time to time, and further certifies to Westchester County, through its Commissioner of Emergency Services, that the Village shall comply with the provisions of the Plan; and be it further

RESOLVED, that there are no resolutions in effect that restrict outside service and training by the Village's Fire Department; and be it further

RESOLVED that there are currently no limitations, conditions or restrictions on the Fire Department from providing prompt assistance, and the County Commissioner of Emergency Services shall be notified in writing if any such limitations are imposed subsequent to the adoption of this Resolution; and be it further

RESOLVED, that the Fire Department shall respond to all calls for assistance from another Fire Agency through the Westchester County Emergency Communications Center a/k/a "60 Control"; and be it further

RESOLVED, that the Village of Port Chester hereby acknowledges and accepts its' financial responsibility pursuant to applicable law; and be it further

RESOLVED, that a copy of this resolution shall be filed with the Westchester County Commissioner of Emergency Services approving participation of the Fire Department in the Plan.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

ABSENT: Trustee Kenner.

DATE: September 15, 2014

RESOLUTION #2 (POSTPONED to 10-20-2014)

RESOLUTION AUTHORIZING RETAINER OF NATIONAL DEVELOPMENT COUNCIL TO PROVIDE TECHNICAL ASSISTANCE TO THE VILLAGE OF PORT

CHESTER WITH REGARD TO STUDIES AND INVESTIGATIONS RELATING TO
PROPOSED MUNICIPAL CENTER DEVELOPMENT PROJECT

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

On motion of TRUSTEE CECCARELLI, seconded by TRUSTEE MARINO to **postpone** the vote on **Resolution Number 2** to the October 20, 2014 meeting.

ROLL CALL

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

NOES: None.

ABSENT: Trustee Kenner.

DATE: September 15, 2014

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

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

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

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

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

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

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

WHEREAS, the Village identified the Project as a priority for the National Development Council which, if further studies and investigations determine to be viable, would result in a proposed public-private partnership with the NDC acting as developer; and

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

WHEREAS, by resolution dated March 14, 2014, the Board authorized the Village Manager to enter into an agreement based on said proposal; and

WHEREAS, NDC has satisfactorily completed these tasks; and

WHEREAS, on September 8, 2014, the Board conducted a workshop with NDC to consider the next steps required so as to determine the viability of the Project; and

WHEREAS, NDC has since made a presentation to the Village of Port Chester Industrial Development Agency with regard to these efforts, including the potential future roles for the IDA and the recently-created Port Chester Local Development Corporation (LDC) in the Project with the NDC; and

WHEREAS, pursuant to and in accordance with a proposed Agreement (the "Agreement, a copy of which is presented before this meeting), the Board has determined to continue to proceed with a further retainer of NDC so as to undertake the following tasks:

- Site investigation
- Environmental Site Investigation
- Site Survey
- Site Geotech Investigation
- Architect ACMEP (Design)
- Constructability Review

NOW, THEREFORE, BE IT

RESOLVED, that the Board of Trustees hereby authorizes the Village Manager to execute and deliver the proposed Agreement (in substantially the form presented) with NDC working in partnership with STV, Inc. and Whiting-Turner, Inc. to provide additional preliminary architectural and other professional consulting services as set forth in it the agreement annexed hereto with regard to the Municipal Center Development Project, compensation to be a maximum total of \$439,000, such amounts to be disbursed in phases in accordance with the provisions of the Agreement, and be it further

RESOLVED, that the Village has identified the contemplated studies and investigations as a Type II action pursuant to Part 617.5(c)(18) the State Environmental

Quality Review Act (“SEQRA”) as information collection, pollution studies, engineering studies, surveys, subsurface investigations and soil studies that do not commit the Village to undertake, fund or approve any action; and therefore no SEQRA review is required, and be it further

RESOLVED, that the Board of Trustees hereby authorizes the Village Treasurer to use \$439,000 from the Mariner Proffer and modify the FY2013-14 General Fund Budget as follows:

Increase General Fund Budget:

<u>Revenues:</u>		
1.1.1589	Use of Developers Fees	\$439,000
<u>Appropriations:</u>		
1.8020.400	Planning Contractual	\$439,000

RESOLUTION #3

BUDGET AMENDMENT – USE OF DEA FUNDS TO PURCHASE & INSTALL VHF RECEIVER AT POLICE HEADQUARTERS TO ENHANCE PERFORMANCE OF PORTABLE RADIOS

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

WHEREAS, the Police Chief is recommending the use of DEA Asset Forfeiture Funds to purchase and install a MTR 300, VHF Receiver at Police Headquarters to facilitate performance of portable radios for \$10,289.87 from Motorola, 31 Plainfield Avenue, Bedford Hills, NY 10507, New York State Contract #PT62495 & PS62496. Now, therefore be it

RESOLVED, that the Board of Trustees of the Village of Port Chester, New York hereby authorizes the Village Treasurer to modify the 2014-15 General Fund Budget as follows:

GENERAL FUND

<u>Balance Sheet:</u>		
001-001-0695	Deferred Revenue Police DEA	\$(10,289.87)

<u>Revenues:</u>		
001-0001-2613	Use of Deferred DEA Revenue	\$10,289.87

Appropriations:

CORRESPONDENCES

From Poningo Properties - 4 Bulkley Ave. 142.22-1-52 Sewer Rent Appeal - 2014-09-05.

The Board referred the correspondence to staff without objection.

From Poningo Properties - 46 Poningo St. 142.22-1-52 Sewer Rent Appeal - 2014-09-05.

The Board referred the correspondence to staff without objection.

From Howie Ravikoff regarding Fire Safety Inspection fees.

The Board referred the correspondence to staff without objection.

From Doreen Kushel regarding parking in the Beech Street parking lot.

The Board referred the correspondence to staff without objection.

From Leigh Taylor Mickelson, Executive Director Clay Art Center to formally request a change to the municipal lot on Beech Street.

The Board referred the correspondence to staff without objection.

From Catherine Rosenfeld on her resignation from the Beautification Commission.

The Board accepted the correspondence.

From the Park Commission regarding the horse trough in Lyon Park.

The Board referred the correspondence to staff without objection.

MINUTES

Mayor Pagano asked for a motion to combine the minutes of

June 16, 2014

June 23, 2014

June 24, 2014

July 1, 2014

July 7, 2014

July 9, 2014

July 21, 2014

August 4, 2014

August 18, 2014

September 2, 2014

September 8, 2014

for the purpose of casting one vote for the above listed minutes.

There being no objection TRUSTEE CECCARELLI, made a motion, seconded by TRUSTEE MARINO, to combine the minutes of:

June 16, 2014
June 23, 2014
June 24, 2014
July 1, 2014
July 7, 2014
July 9, 2014
July 21, 2014
August 4, 2014
August 18, 2014
September 2, 2014
September 8, 2014

of the agenda for the purpose of casting one vote for all the minutes.

ROLL CALL

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

NOES: None.

ABSENT: Trustee Kenner.

DATE: September 15, 2014

On motion of TRUSTEE MARINO, seconded by TRUSTEE ADAMS, The Board of Trustees accepted the minutes of:

June 16, 2014
June 23, 2014
June 24, 2014
July 1, 2014
July 7, 2014
July 9, 2014
July 21, 2014
August 4, 2014
August 18, 2014
September 2, 2014
September 8, 2014.

ROLL CALL

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

NOES: None.

ABSENT: Trustee Kenner.

DATE: September 15, 2014

PUBLIC COMMENTS AND BOARD COMMENTS

Mayor Pagano asked if there was anyone from the audience who would like to make any public comments.

Comments were made by:

Public

Mr. Richard Abel asked if the Housing Authority came under the Code Enforcement. Attorney Cerreto commented they are under the MTA so we have no authority. Mr. Abel's questioned the booting law on private property. Mayor Pagano commented this is coming back up.

Board

Trustee Adams commented about Resolution 5 on the June 2nd. He would like this reintroduced regarding the Village acknowledging losing the \$1.6MM. Trustee Adams would like the resolution brought back exactly as it was. This will be on the next agenda. Attorney Cerreto asked if it should be brought back exactly as it was. He commented on the championship soccer team and asked if they could come before the Board at the next meeting to be recognized. He mentioned about an article on the agenda regarding NAACP sensitivity. Has any date been set? Village Manager Steers said a date has been set for September 25th at 6:00 p.m. at the Senior Center. Regarding street paving there are a number of them being torn up. Can Village residents see a schedule and this schedule will be compared with other utilities so there is no conflict. Village Manager Steers said we let the utilities know our schedule and we have a schedule out there now. Trustee Adams commented there is a pole on the corner of Westchester and Regent that has a rope at the top to keep it from falling over. Regarding the handicapped parking on New Broad Street and East William, has any action been brought up on that? Village Administrative Aide Chris Ameigh commented we are going to take this to the Traffic Commission to see if they had any issues. There is a question as to whether the location can handle the ADA requirements to install a new space. We should get a response by next meeting. Marshall Steve Carroll should make a presentation for his idea at a future meeting.

Trustee Brakewood commented on the parking situation and about 200 spots that could be utilized in the off-hours. Chris Ameigh commented that right now we are proposing a questionnaire to be sent to the property owners to get their reaction. Trustee Brakewood suggested that there be about five designated parking areas around the Village and instead of individual valets we have a contract with a valet company to work with the Village. He commented on the municipal center and the past purchase of 222 Grace Church Street. The estimated cost of the new center would be approximately \$40MM

and this doesn't cover the cost of eminent domain. We need to look at what the people of Port Chester can afford.

Trustee Terenzi commented on the audit report from last year. We normally have the report by this time. The handicapped spot in the parking lot near T&J's is not wide enough. He commented that he is in favor of a new municipal center.

Trustee Ceccarelli commented on a letter regarding zoning on Sands Street. Village Manager commented this is part of the rezoning. He congratulated Heather, the Parks Commission and the DPW on a fantastic Port Chester Day. He commented on his concerns about the number of the apartments going up and their effect on the sewers and on the treatment plant.

Mayor Pagano commented on a letter from a concerned citizen regarding speeding on College Avenue. There are young children in the area. Police Chief Conway commented we are going to put a traffic safety car on the street and stagger the hours. Mayor Pagano commented on a general invitation to a Columbus Day Celebration on October 12th, rain date October 19th. He received a thank you note from Mrs. Freddie Scott on the turnout of the fire and police departments at her husband's funeral.

At 10:03 p.m., on motion of TRUSTEE CECCARELLI, seconded by TRUSTEE BRAKEWOOD, the meeting was closed.

ROLL CALL

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

NOES: None.

ABSENT: Trustee Kenner.

DATE: September 15, 2014

Respectfully submitted,

Janusz R. Richards
Village Clerk

MEETING HELD SEPTEMBER 22, 2014

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

Present in addition to Mayor Pagano, were Trustees Gregory Adams, Daniel Brakewood, Luis Marino, and Gene Ceccarelli.

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

It should be noted that Trustee Brakewood arrived at 6:14 p.m.

It should be noted that Trustee Adams left the meeting at 6:42 p.m.

Also present were: Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; Village Treasurer, Leonie Douglas; Director of Planning and Development Christopher Gomez; Chief of Police, Richard Conway; and Village Planner Jesica Youngblood.

On motion of TRUSTEE MARINO, seconded by TRUSTEE ADAMS, the meeting was declared opened at 6:07 p.m.

Roll Call

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

NOES: None.

ABSENT: Trustees Brakewood, Terenzi and Kenner.

DATE: September 22, 2014

PROPOSED MOTION FOR EXECUTIVE SESSION

MOTION FOR EXECUTIVE SESSION

On motion of TRUSTEE MARINO, seconded by TRUSTEE CECCARELLI, the Board adjourned into an executive session for the purpose of:

Interview candidates with regard to submitted proposals for RFP to provide consultant services related to Village-wide Property Condition Assessment and Neighborhood Revitalization Strategies.

Discussion with regard to prospective promotions to particular persons to the rank of Sergeant and Lieutenant in the Police Department.

Roll Call

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

NOES: None.

ABSENT: Trustees Brakewood, Terenzi and Kenner.

DATE: September 22, 2014

Also present were: Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; Village Treasurer, Leonie Douglas; Director of Planning and Development Christopher Gomez; Chief of Police, Richard Conway; and Village Planner Jesica Youngblood.

No action was taken in executive session.

At 9:49 p.m., a motion to come out of executive session was made by TRUSTEE BRAKEWOOD, seconded by TRUSTEE CECCARELLI, the Board of Trustees closed the executive session.

Roll Call

AYES: Trustees Brakewood, Marino, Ceccarelli and Mayor Pagano

NOES: None.

ABSENT: Trustees Adams, Terenzi and Kenner.

DATE: September 22, 2014

It must be noted that Trustee Ceccarelli stepped out of the Executive Session during the Sergeant discussion as his son was one of the candidates.

RESOLUTIONS

RESOLUTION #1 (POSTPONED to 10/06/2014)

Mayor Pagano asked for a motion to combine resolution one(1) to five(5) for the purpose of casting one vote for all of the combine resolutions to postponed the vote on this resolutions until the October 6, 2014 Board of Trustees meeting.

On motion of TRUSTEE MARINO, seconded by TRUSTEE BRAKEWOOD, to combine resolution 1, 2, 3, 4 and 5 of the agenda for the purpose of casting one vote for all of the combine resolutions was adopted by the Board of Trustees of the Village of Port Chester, New York.

Roll Call

AYES: Trustees Brakewood, Marino, Ceccarelli and Mayor Pagano

NOES: None.

ABSENT: Trustees Adams, Terenzi and Kenner.

DATE: September 22, 2014

**APPOINTING OF POLICE LIEUTENANT WITH
THE VILLAGE OF PORT CHESTER**

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

RESOLVED, that Sergeant _____, be and he hereby is promoted to Lieutenant with the Village of Port Chester Police Department.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

RESOLUTION #2 (POSTPONED to 10/06/2014)

**APPOINTING OF POLICE LIEUTENANT WITH
THE VILLAGE OF PORT CHESTER**

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

RESOLVED, that Sergeant _____, be and he hereby is promoted to Lieutenant with the Village of Port Chester Police Department.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

RESOLUTION #3 (POSTPONED to 10/06/2014)

**APPOINTING OF POLICE SERGEANT WITH
THE VILLAGE OF PORT CHESTER**

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

RESOLVED, that Police Officer _____, be and he hereby is promoted to Sergeant with the Village of Port Chester Police Department.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

RESOLUTION #4 (POSTPONED to 10/06/2014)

APPOINTING OF POLICE SERGEANT WITH
THE VILLAGE OF PORT CHESTER

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

RESOLVED, that Police Officer _____, be and he hereby is promoted to Sergeant with the Village of Port Chester Police Department.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

RESOLUTION #5 (POSTPONED to 10/06/2014)

APPOINTING OF POLICE SERGEANT WITH
THE VILLAGE OF PORT CHESTER

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

RESOLVED, that Police Officer _____, be and he hereby is promoted to Sergeant with the Village of Port Chester Police Department.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

At 9:46 p.m., on motion of TRUSTEE CECCARELLI, seconded by TRUSTEE MARINO, the meeting was closed.

Roll Call

AYES: Trustees Brakewood, Marino, Ceccarelli and Mayor Pagano

NOES: None.

ABSENT: Trustees Adams, Terenzi and Kenner.

DATE: September 22, 2014

Respectfully submitted,

Janusz R. Richards
Village Clerk

**PUBLIC COMMENTS
AND
BOARD COMMENTS**