VILLAGE OF PORT CHESTER
BOARD OF TRUSTEES
Meeting, Monday, November 3, 2014
PROPOSED EXECUTIVE/CLOSED SESSION 6:00-6:15 P.M.
Regular Meeting: 7:00 P.M.
VILLAGE JUSTICE COURTROOM
350 North Main Street
Port Chester, New York
AGENDA - REVISED

TIME: 6:00 P.M.

	PROPOSED MOTION FOR EXECUTIVE SESSION	ACTION
1	Interview candidate for Taxi Commission	

TIME: 6:15 P.M.

I	MEETING OF THE BOARD OF TRUSTEES IN THEIR CAPACITY AS A BOARD OF POLICE COMMISSIONERS	ACTION
1	Board of Police Commissioners to meet with the Chief of Police. • Use of DEA Funds	

TIME: 6:30 P.M.

II	WORKSHOP	ACTION
1	120 N. Pearl St. bonus program application under Village Code §345-16.	

TIME: 7:00 P.M.

III	AWARD PRESENTATION	ACTION
1	Port Chester Soccer Club	
IV	**PRESENTATION**	**ACTION**
1	Independent Auditors' Report – Village of Port Chester fiscal year 2013-2014	
2	Rye Town Supervisor, Joe Carvin regarding November 4 referendum.	
V	**PUBLIC COMMENTS**	**ACTION**
VI	**RESOLUTIONS**	**ACTION**
	Administration	
1	Designation of Village 2015 Election	
2	120 N. Pearl St. bonus program.	
	Finance	

3	Transfer of $62,823.00 from DEA Asset Forfeiture Funds.	
4	Awarding BID 2014-07 - Village Sewer and Drainage Improvements (Bid No. 14-07).	
	Planning	
5	Bulkhead Grant	
VII	**REPORT OF THE VILLAGE MANAGER**	
VIII	**DISCUSSIONS**	**ACTION**
1	Booting and Towing	
2	Ethics/Gifts – Requested by Trustee Adams	
3	Acquiring the services of an outside payroll company.	
IX	**CORRESPONDENCE**	**ACTION**
1	From Joan M. Di Buono on her resignation from the Board of Ethics.	
2	Port Chester Yacht Club regarding bulkhead.	
3	From Leonard Sorbara of 37 Upland Street - Sewer Rent Appeal.	
4	From Editha Comia, 480 King Street - Sewer Rent Appeal	
5	From Manuel Yanez of 328 Locust Avenue - Sewer Rent Appeal.	
6	From Ruth Ann Cosgrove 305 Glen Avenue - Sewer Rent Appeal.	
7	Permission Requested for Parade on December 27, 2014	
8	From Putnam Engine & Hose Co., No. 2 regarding the expulsion of a member Eugene Sciavillo.	
9	From Harry Howard Hook & Ladder Co. No. 1 regarding the election of a member Carlos E. Ruano.	
10	From Harry Howard Hook & Ladder Co. No. 1 regarding the resignation of Timothy Gordon Hannigan.	
11	From Harry Howard Hook & Ladder Co. No. 1 regarding the resignation of Christopher Lutton.	
12	From U.S. Department of Transportation Federal Transit Administration regarding extension approval	
X	**MINUTES**	
1	Minutes from October 2, 2014	
2	Minutes from October 6, 2014	
3	Minutes from October 20, 2014	
XI	**PUBLIC COMMENTS AND BOARD COMMENTS**	**ACTION**

TIME: _____

PROPOSED MOTION
FOR
EXECUTIVE SESSION

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

WORKSHOP

VILLAGE OF

PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Planning and Development Department

Village BOT Meeting Date: 11/3/2014

Item Type: Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact	X		Public Hearing Required		X
Funding Source: Account #:			BID # **Strategic Plan Priority Area** Downtown TOD		
Agreement		X	**Manager Priorities**		
Strategic Plan Related	X		Planning & Zoning		

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

Agenda Heading Title

(Will appear as indicated below on Agenda)

120 North Pearl Street Density Bonus Workshop and Resolution

Summary

Background: Following the October 20, 2014 workshop and public hearing on the proposed density bonus pursuant to §345-16 of the zoning code, the Board requested that a SEQRA Negative Declaration and approval resolution be drafted for its November 3 meeting. The density bonus would permit the reduction in lot area per dwelling unit requirement in the C2 Main Street Business District zone on site from 750 sq. ft. to 575 sq. ft. yielding an additional 12 units or total of 50 versus 38 currently permitted as-of-right.

The applicant must pay 15% of anticipated assessed value of the proposed bonus square footage or $190,500 as calculated via an independent appraisal (dated October 10, 2014) commissioned by the Town Assessor and conducted by Valuation Plus Inc. of Mamaroneck, NY. The payment must be made at the time of building permit application.

Upon receipt of the payment, the Village Treasurer will establish a dedicated density bonus fund to be used toward a Downtown Parking Structure, and/or Housing Rehabilitation, and/or Open Space.

The Planning Commission adopted a Negative Declaration and granted site plan and special exception approval for the 50-unit project at their October 27, 2014 meeting conditioned upon the Board of Trustees granting the requisite density bonus.

Proposed Action
Adoption of resolution

Attachments
Resolution SEQRA Negative Declaration

AWARD PRESENTATION

PRESENTATION

VILLAGE OF

PORT CHESTER, NY



BOARD PRESENTATION

MAY 31, 2014 AUDIT

Port Chester I.D.A. Audit

- Our opinion
- Financial highlights:
  - Net assets at May 31, 2014: $312,930
  - Change from May 31, 2013: $28,074
- Observations

Products of Our Audit

- Our opinions
- Financial statement highlights
- Observations



Drescher & Malecki LLP Opinion

Drescher & Malecki LLP
3083 William Street, Suite 5
Cheektowaga, New York 14227
Telephone: 716.565.2299
Fax: 716.565.2201

Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

Honorable Mayor and Village Trustees
Village of Port Chester, New York:

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the discretely resented component unit, each major fund, and the aggregate remaining fund information of the Village of Port Chester, New York (the "Village"), as of and for the year ended May 31, 2014, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The Village's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Village, as of May 31, 2014, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

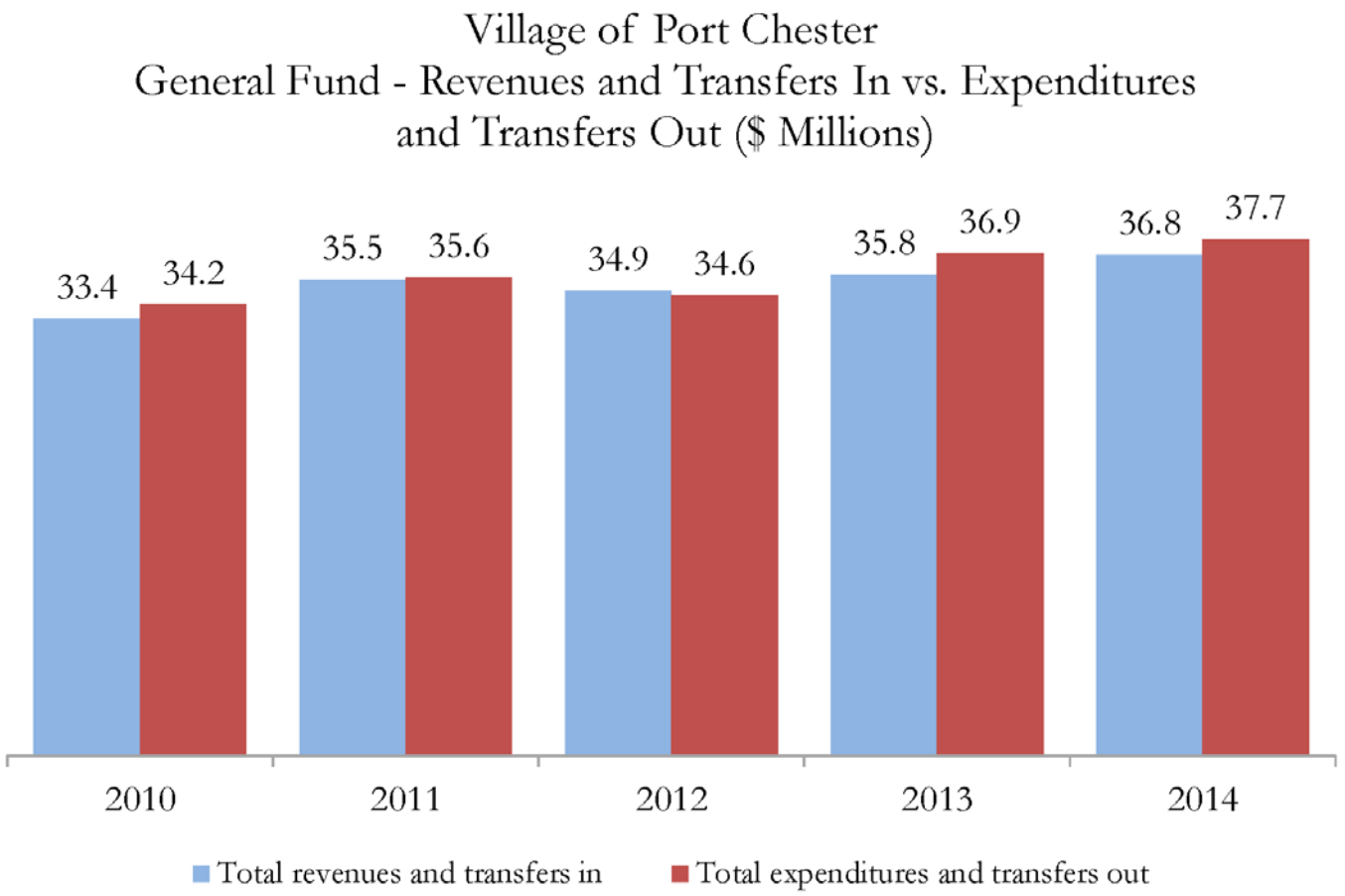
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Village, as of May 31, 2014, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

FINANCIAL STATEMENT HIGHLIGHTS



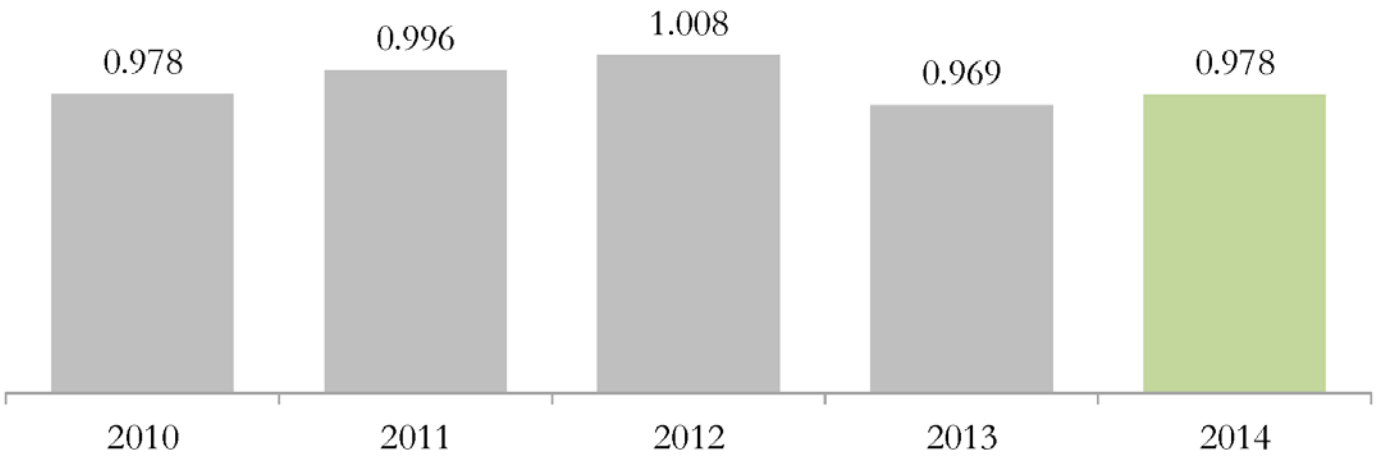
Drescher & Malecki

Financial Statement Highlights



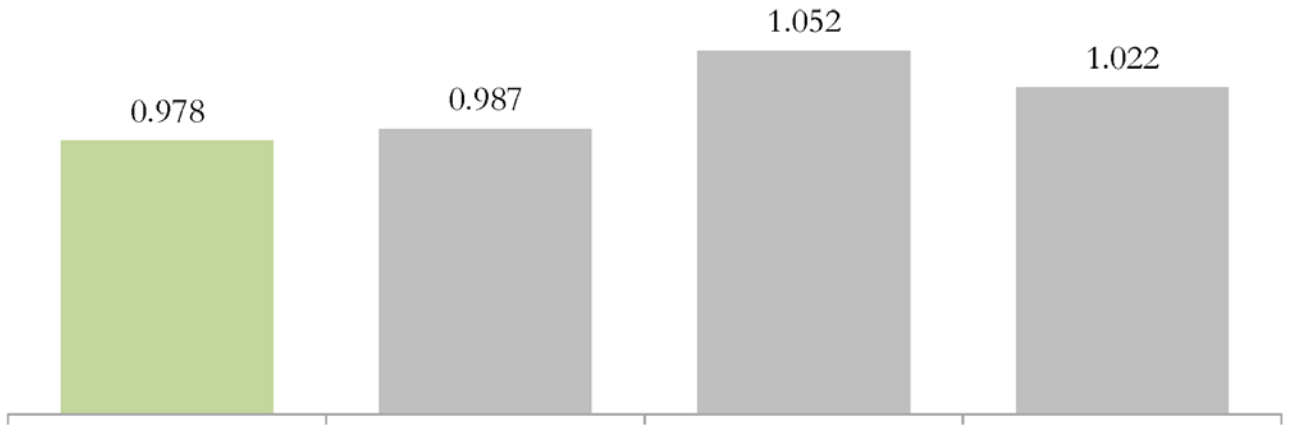
Financial Statement Highlights

Village of Port Chester
General Fund - Revenues and Transfers In to Expenditures and Transfers Out Ratio



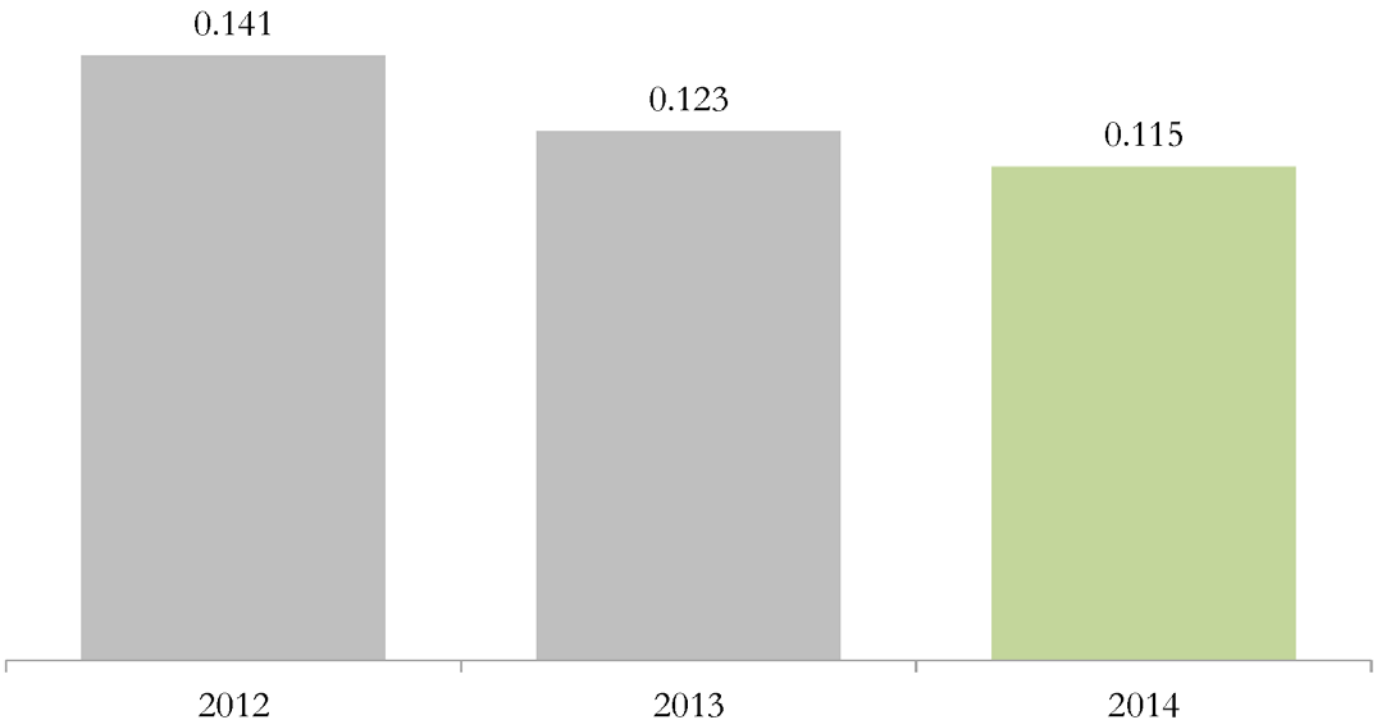
Financial Statement Highlights

General Fund - Revenues and Transfers In vs. Expenditures and Transfers Out (2013/2014)

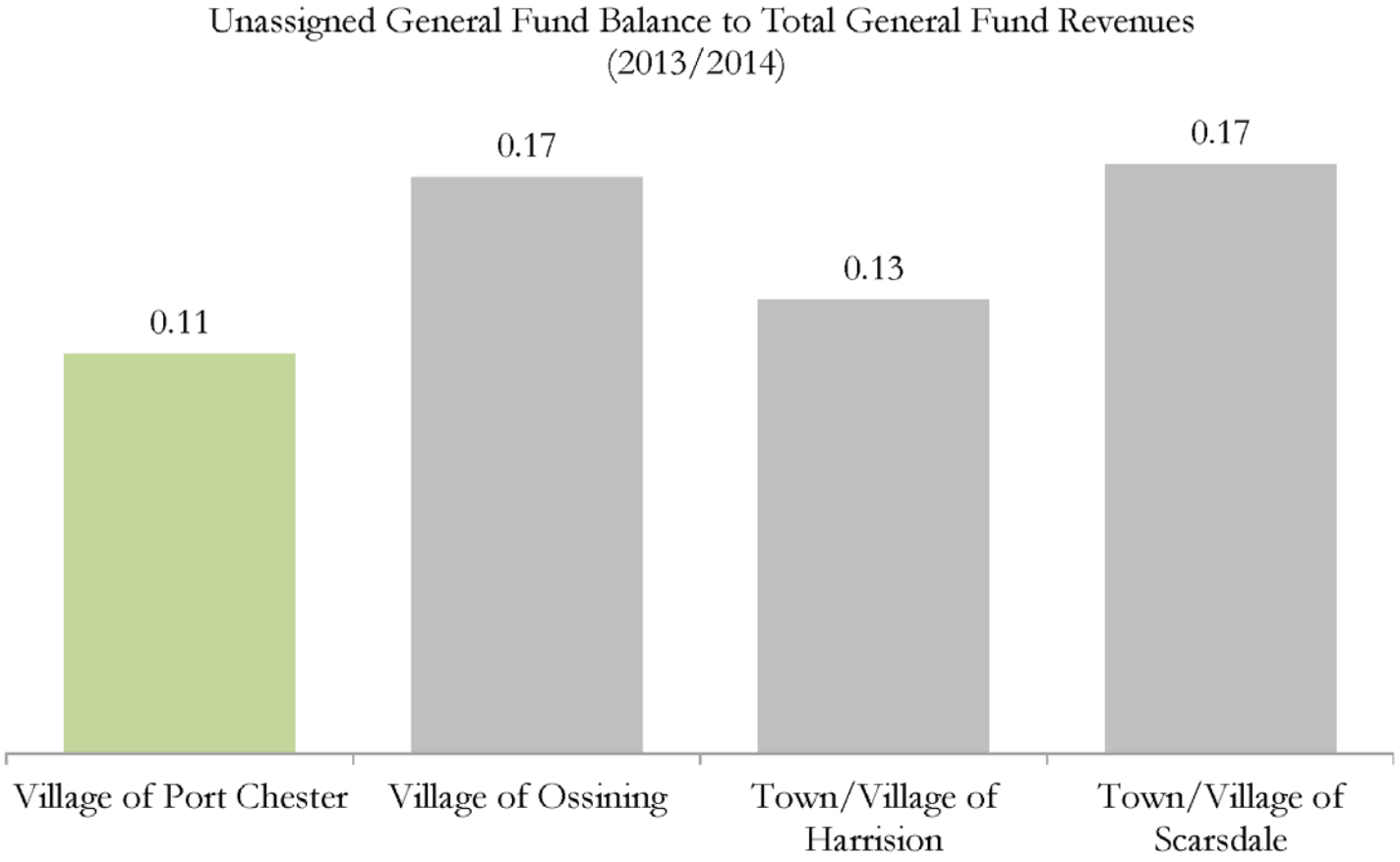


Population:	29,400	25,400	28,000	17,600
General Fund expenditures:	$37,200,000	$29,100,000	$43,200,000	$45,100,000

Financial Statement Highlights

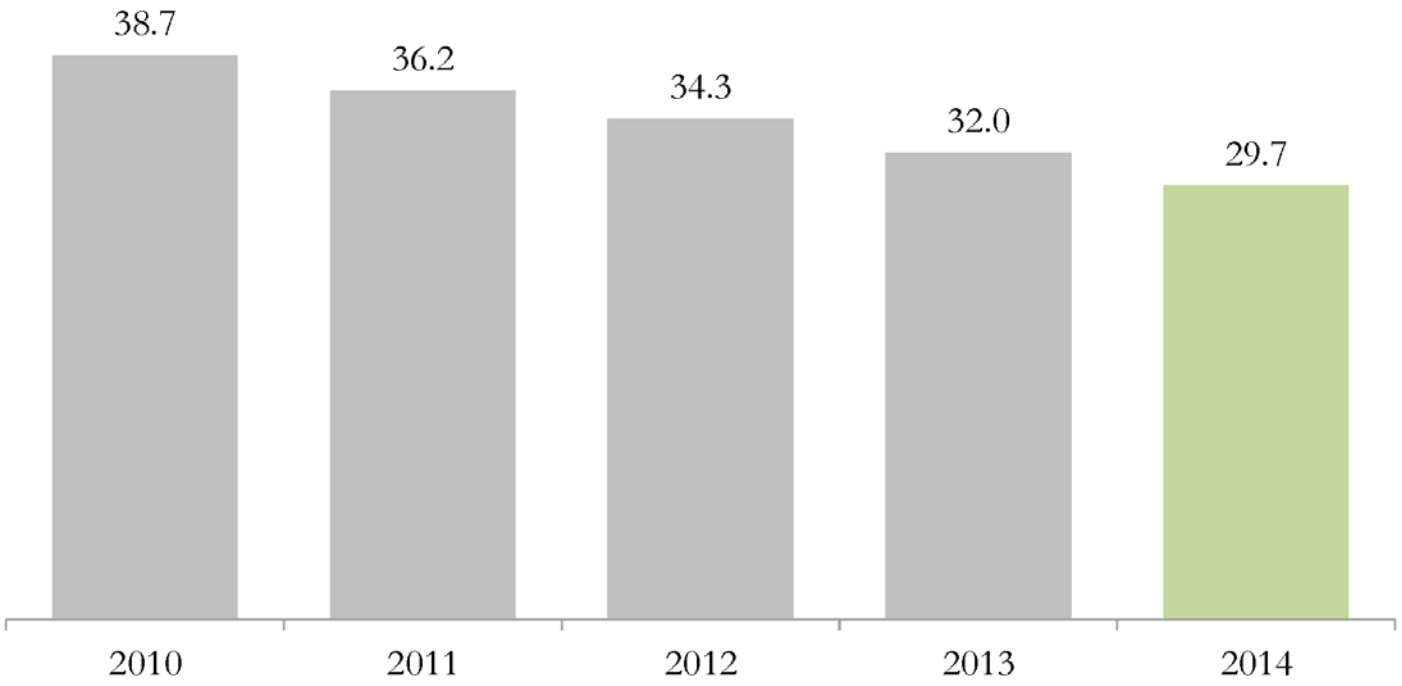


Financial Statement Highlights

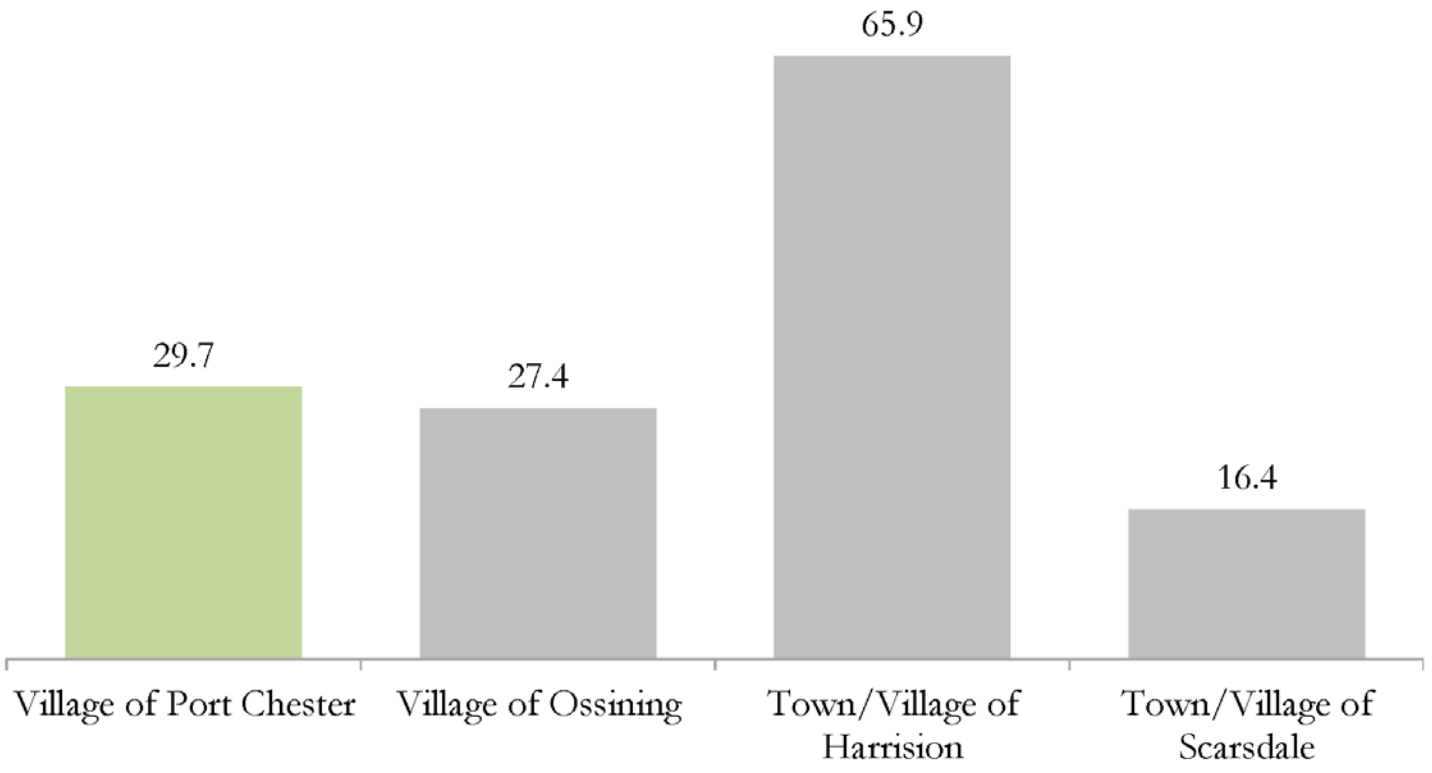


Financial Statement Highlights

Village of Port Chester
Governmental - Long-term Bonded Debt Outstanding at Year End
($ Millions)

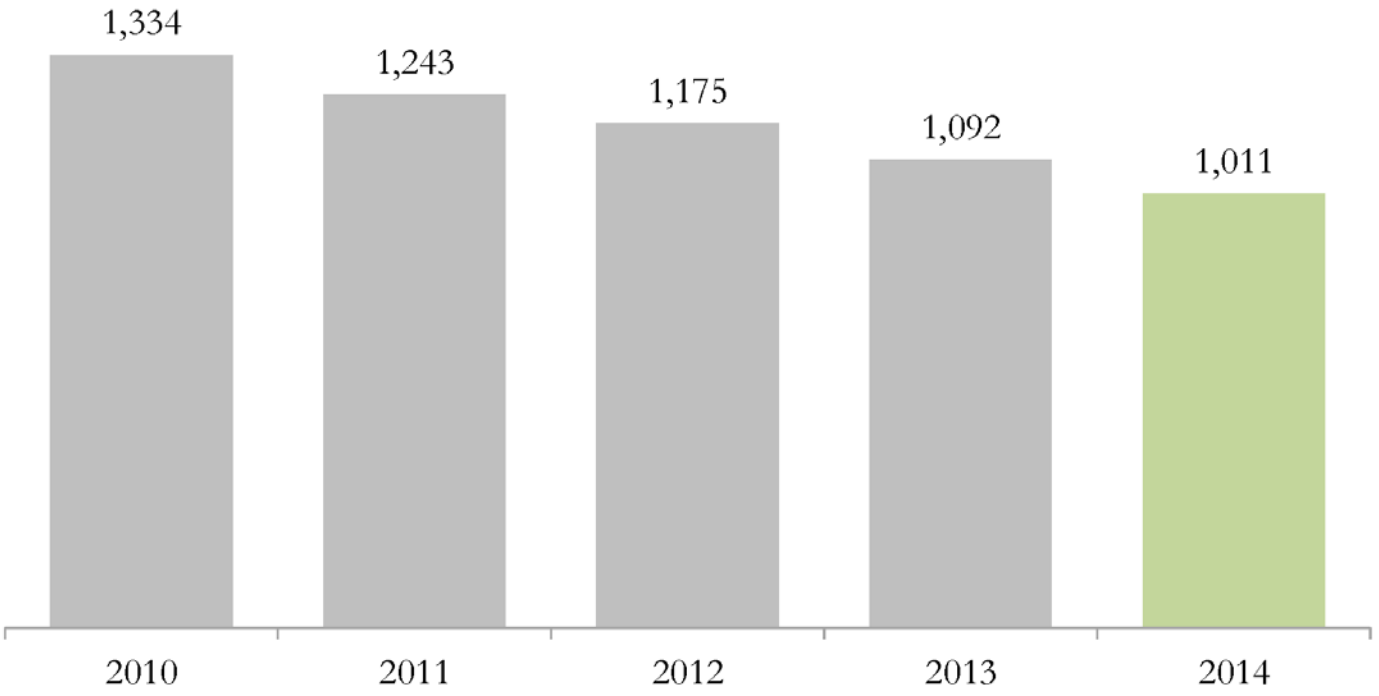


Financial Statement Highlights



Financial Statement Highlights

Village of Port Chester
Governmental - Long-Term Bonded Debt to Population Ratio

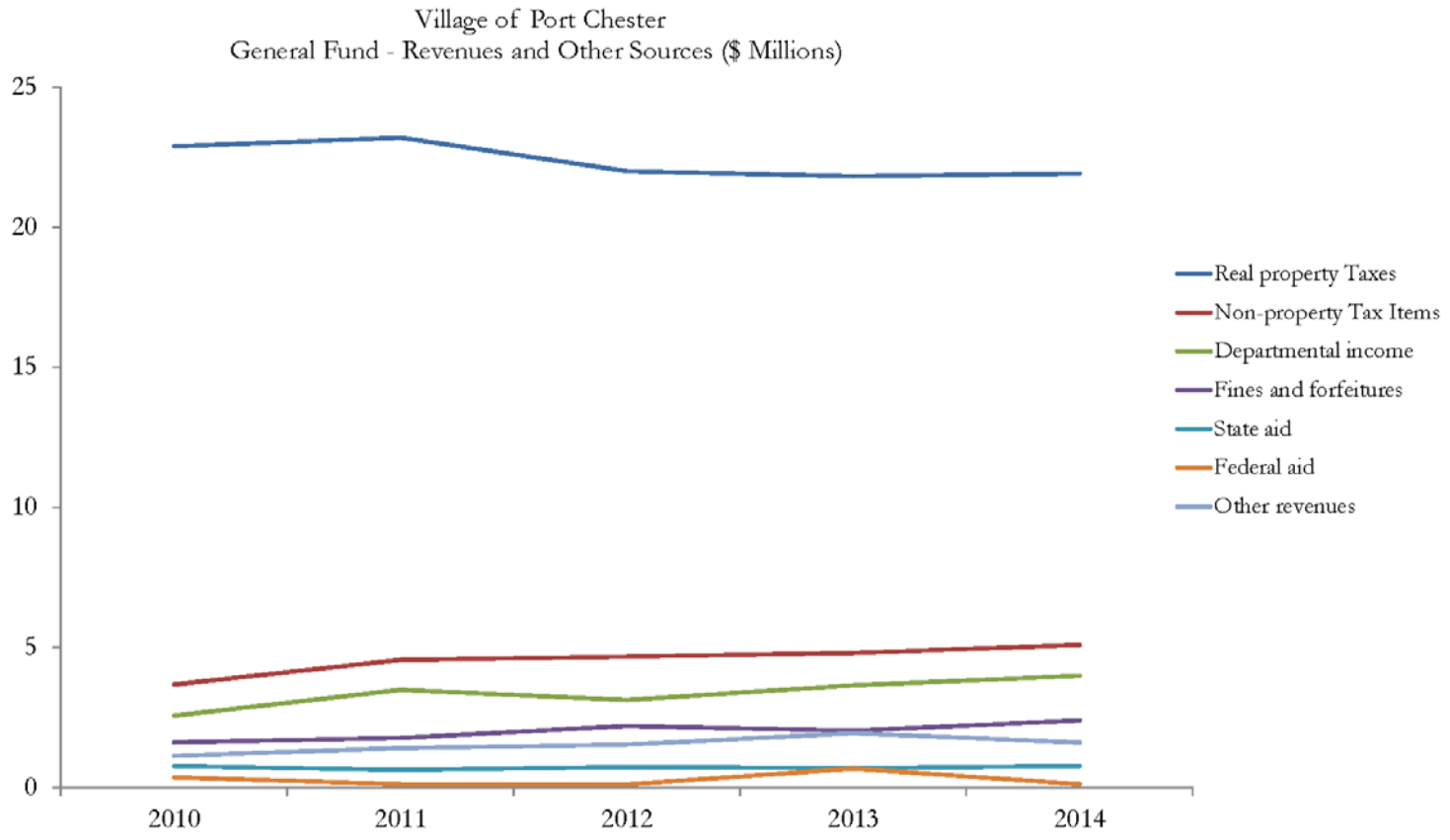


Financial Statement Highlights

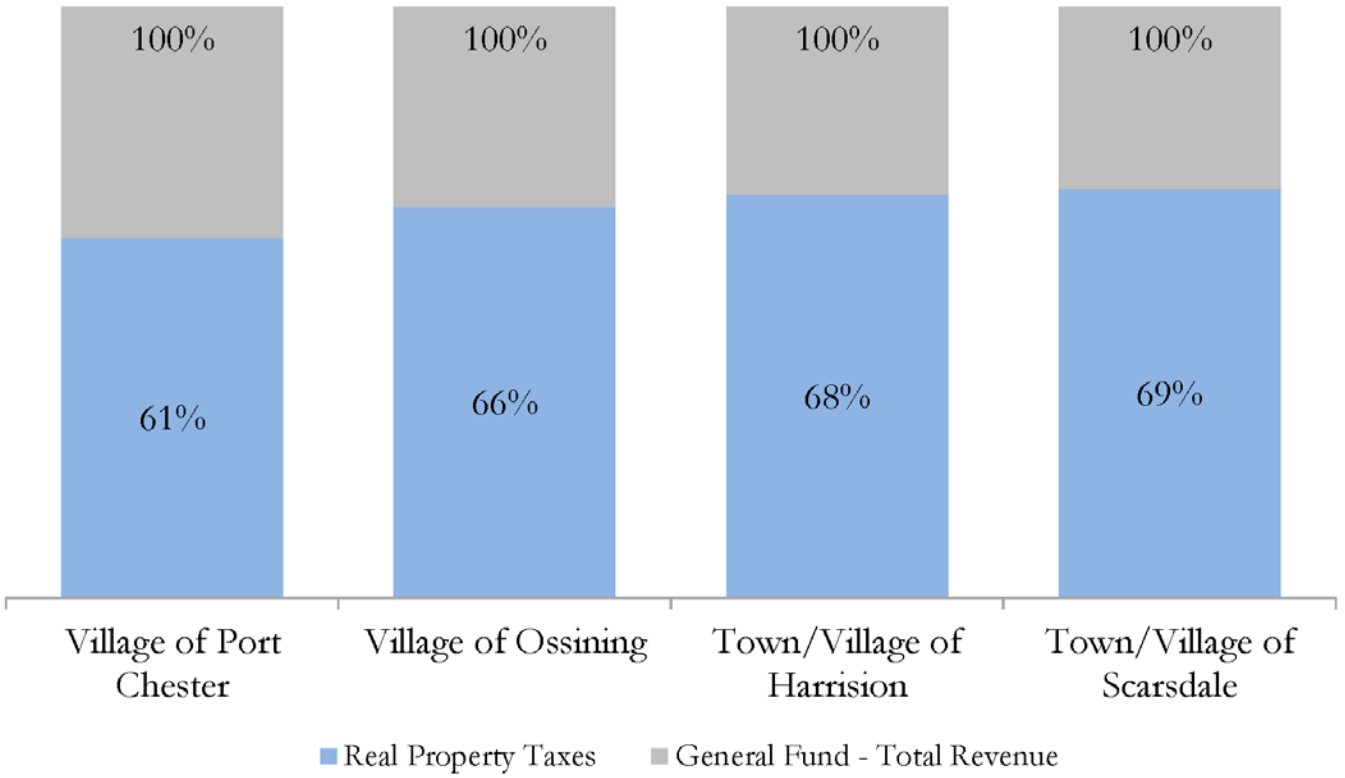
Governmental - Long-Term Bonded Debt to Population Ratio
(2013/2014)



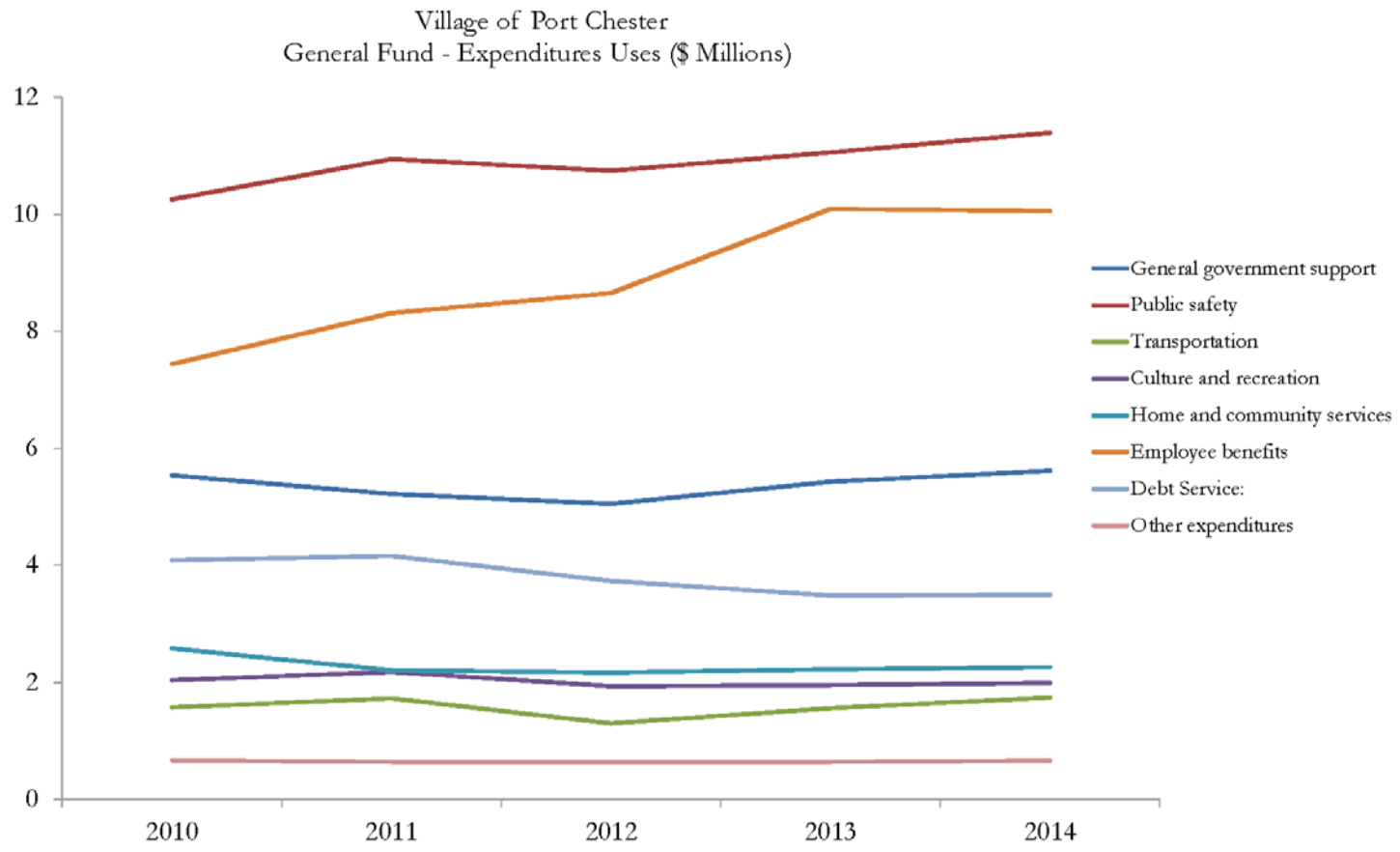
Financial Statement Highlights



Financial Statement Highlights



Financial Statement Highlights



Financial Statement Highlights

- Sewer Fund

	Sewer
ASSETS	
Cash and cash equivalents	$ 7,396
Receivables	1,328,579
Total assets	$ 1,335,975
LIABILITIES	
Accounts payable	300
Due to other funds	700,000
Total liabilities	700,300
FUND BALANCES	
Restricted	-
Committed	284,810
Assigned	350,865
Total fund balances	635,675
Total liabilities and fund balances	$ 1,335,975

	Sewer
REVENUES	
Departmental income	1,335,975
Total revenues	1,335,975
EXPENDITURES	
Home and community services	300
Total expenditures	300
Excess (deficiency) of revenues over expenditures	1,335,675
OTHER FINANCING SOURCES (USES)	
Transfers out	(700,000)
Total other financing sources (uses)	(700,000)
Net change in fund balances	635,675
Fund balances—beginning	-
Fund balances—ending	$ 635,675

OBSERVATIONS



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: 11/3/2014

Item Type: Resolution

Sponsor's Name: Janusz Richards, Village Clerk

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

Agenda Heading Title

(Will appear on the Agenda as indicated below)

Designation of Village 2015 Election

Summary

Background:

For villages whose March elections are conducted by the county board of elections, last day (Monday, November 17, 2014) for the board of trustees to submit to the county board of elections a list of polling places within the village.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

RESOLUTION

DESIGNATION OF VILLAGE 2015 ELECTION

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

RESOLVED, that the annual Election for the Village of Port Chester, New York, to be called and held pursuant to the Charter of the Village of Port Chester, New York, be held on the 18 day of March, 2015, between the hours of 7:00 A.M. and 9:00 P.M., and that such Election shall be called and held at the following polling places within the Village of Port Chester, NY:

The Polling Place for the qualified voters of Port Chester who reside within the limits of the **Fifth Election District** of the Town of Rye shall be in the Don Bosco Center, Don Bosco Place, in said Village.

The Polling Place for the qualified voters of Port Chester who reside within the limits of the **Sixth Election District** of the Town of Rye shall be in the Don Bosco Center, Don Bosco Place, in said Village.

The Polling Place for the qualified voters of Port Chester who reside within the limits of the **Seventh Election District** of the Town of Rye shall be in the Don Bosco Center, Don Bosco Place, in said Village.

The Polling Place for the qualified voters of Port Chester who reside within the limits of the **Eighth Election District** of the Town of Rye shall be in the John F. Kennedy School, Olivia Street, in said Village.

The Polling Place for the qualified voters of Port Chester who reside within the limits of the **Ninth Election District** of the Town of Rye shall be in the John F. Kennedy School, Olivia Street, in said Village.

The Polling Place for the qualified voters of Port Chester who reside within the limits of the **Tenth Election District** of the Town of Rye shall be in the Corpus Christi School, South Regent Street, in said Village.

The Polling Place for the qualified voters of Port Chester who reside within the limits of the **Eleventh Election District** of the Town of Rye shall be in the Carver Center, 400 Westchester Avenue, in said Village.

The Polling Place for the qualified voters of Port Chester who reside within the limits of the **Twelfth Election District** of the Town of Rye shall be in the Park Avenue School, Park Avenue, in said Village.

The Polling Place for the qualified voters of Port Chester who reside within the limits of the **Thirteenth Election District** of the Town of Rye shall be in St. George Orthodox Church of Westchester, Irving Avenue, in said Village.

The Polling Place for the qualified voters of Port Chester who reside within the limits of the **Fourteenth Election District** of the Town of Rye shall be in St. George Orthodox Church of Westchester, Irving Avenue, in said Village.

The Polling Place for the qualified voters of Port Chester who reside within the limits of the **Fifteenth Election District** of the Town of Rye shall be in St. George Orthodox Church of Westchester, Irving Avenue, in said Village.

The Polling Place for the qualified voters of Port Chester who reside within the limits of the **Sixteenth Election District** of the Town of Rye shall be in the Don Bosco Center, Don Bosco Place, in said Village.

The Polling Place for the qualified voters of Port Chester who reside within the limits of the **Seventeenth Election District** of the Town of Rye shall be in the Brooksville Gardens Senior Citizens Apts., Terrace Avenue, in said Village.

The Polling Place for the qualified voters of Port Chester who reside within the limits of the **Eighteenth Election District** of the Town of Rye shall be in the Edison School, Rectory Street, in said Village.

The Polling Place for the qualified voters of Port Chester who reside within the limits of the **Nineteenth Election District** of the Town of Rye shall be in the Park Avenue School, Park Avenue, in said Village.

The Polling Place for the qualified voters of Port Chester who reside within the limits of the **Twenty-Fifth Election District** of the Town of Rye shall be in the King Street School, King Street, in said Village.

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

Planning and Development Department

Village BOT Meeting Date: 11/3/2014

Item Type: Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact	X		Public Hearing Required		X
Funding Source: Account #:			BID # **Strategic Plan Priority Area** Downtown TOD		
Agreement		X	**Manager Priorities**		
Strategic Plan Related	X		Planning & Zoning		

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

Agenda Heading Title

(Will appear as indicated below on Agenda)

120 North Pearl Street Density Bonus Workshop and Resolution

Summary

Background: Following the October 20, 2014 workshop and public hearing on the proposed density bonus pursuant to §345-16 of the zoning code, the Board requested that a SEQRA Negative Declaration and approval resolution be drafted for its November 3 meeting. The density bonus would permit the reduction in lot area per dwelling unit requirement in the C2 Main Street Business District zone on site from 750 sq. ft. to 575 sq. ft. yielding an additional 12 units or total of 50 versus 38 currently permitted as-of-right.

The applicant must pay 15% of anticipated assessed value of the proposed bonus square footage or $190,500 as calculated via an independent appraisal (dated October 10, 2014) commissioned by the Town Assessor and conducted by Valuation Plus Inc. of Mamaroneck, NY. The payment must be made at the time of building permit application.

Upon receipt of the payment, the Village Treasurer will establish a dedicated density bonus fund to be used toward a Downtown Parking Structure, and/or Housing Rehabilitation, and/or Open Space.

The Planning Commission adopted a Negative Declaration and granted site plan and special exception approval for the 50-unit project at their October 27, 2014 meeting conditioned upon the Board of Trustees granting the requisite density bonus.

Proposed Action
Adoption of resolution

Attachments
Resolution SEQRA Negative Declaration

120 NORTH PEARL STREET
TRANSIT-ORIENTED DEVLOPMENT
SEQRA DETERMINATION OF SIGNIFICANCE
SPECIAL PERMIT FOR A DENSITY BONUS PURSUANT TO §345-16 OF THE VILLAGE CODE

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 Board of Trustees is in receipt of a density bonus special permit application for submitted by AGD North Pearl, LLC, for property located at 120 North Pearl Street, specifically known and designated as Section 142.22, Block 2, Lot 62; and

WHEREAS, the density bonus special permit application requests a reduction in the lot area per dwelling unit required in the C2 Main Street Business District from 750 square feet to 575 square feet to permit an additional twelve (12) dwelling units on site pursuant to Village Code §345-16 Building Height and Floor Area Bonus Program; and

WHEREAS, the proposal includes the demolition of an existing 2,115 square foot auto-glass repair facility and the construction of a 5-story, 50-unit market rate residential development with forty-six (46) on-site structured parking spaces with outdoor patio and pool amenities; and

WHEREAS, the proposed use is classified as 'multifamily dwelling' which is permitted by special exception use permit in the C2 Main Street Business zoning district, subject to approval by the Planning Commission per Village Code §345-59(D)(2)(a); and

WHEREAS, the proposal furthers the goals and objectives of the Village's adopted Comprehensive Plan (2012), Housing Recommendation #2 whereby land use regulations should *"accommodate future growth in appropriate areas of the Village (e.g. downtown and around the train station…"* and *"maintain opportunities for a diverse housing market…."*; and

WHEREAS, the Project is designated as an Unlisted Action pursuant to NYCRR 617 of the SEQRA regulations and has proceeded via an uncoordinated environmental review by the Planning Commission, Zoning Board of Appeals, and Board of Trustees requiring each approval agency to make its own SEQRA Determination of Significance before granting approval(s); and

WHEREAS, on July 17, 2014, the Village Zoning Board of Appeals granted an area variance from §345-61(Q)(2) Multifamily Dwelling as the site abuts and is thus less than 500 feet from any single-family or two-family zoning district; and

WHEREAS, on October 27, 2014 the Planning Commission adopted a Negative Declaration for the Project pursuant to NYCRR 617 of the SEQRA regulations, granted Special Exception Use approval for the Project pursuant to Village Code §345-61(Q) Multifamily Dwelling and site plan approval for

the proposal conditioned upon Board of Trustees granting an additional twelve (12) dwelling units per §356-16; and

WHEREAS, the Town of Rye Assessor commissioned Valuation Plus, Inc. of Mamaroneck, NY to conduct an independent appraisal for the proposed 50-unit mix and as-of-right 38-unit mix (dated October 10, 2014), which calculated the fifty (50) unit project value to be $5,800,000 and the thirty-eight (38) unit value to be $4,530,000, resulting in a bonus valuation of $1,270,000; and

WHEREAS, on September 15, 2014 and October 20, 2014 the Board of Trustees held a public workshop and public hearing concerning the special permit application to review the results of independent appraisal, and all persons wishing to speak on the application at the public hearing were given an opportunity to be heard; and now therefore be it

RESOLVED, that the Village of Port Chester Board of Trustees adopts the attached Negative Declaration for the project (dated November 3, 2014) pursuant to Part 617 of the implementing regulations pertaining to Article 8 of the State Environmental Quality Review Act of the Environmental Conservation Law affirming that the proposed Unlisted Action will not have a significant adverse impact on the environment; and be it further

RESOLVED, that pursuant to Section 345-16 of the Village Code, the Board of Trustees hereby grants a special permit for a density bonus reducing the required minimum lot area per dwelling unit in the C2 Main Street District as applied to 120 North Pearl Street (Section 142.22, Block 2, Lot 62) from 750 square feet to 575 square feet subject to the payment by the applicant of 15% of the anticipated $1,270,000 assessed value of the bonus square footage, amounting to $190,500, said payment to be made at the time of building permit application; and be it finally

RESOLVED, that such payment be attributed to a dedicated Density Bonus Fund established by the Village Treasurer to be used for any or all of the prescribed purposes set forth in §345-16.

Approved as to Form:

_____
Village Attorney, Anthony Cerreto

ROLL CALL

AYES:
NOES:
ABSENT:

DATE: November 3, 2014

120 NORTH PEARL STREET, MULTI-FAMILY DEVELOPMENT

PORT CHESTER, NY 10573

WESTCHESTER COUNTY, NY

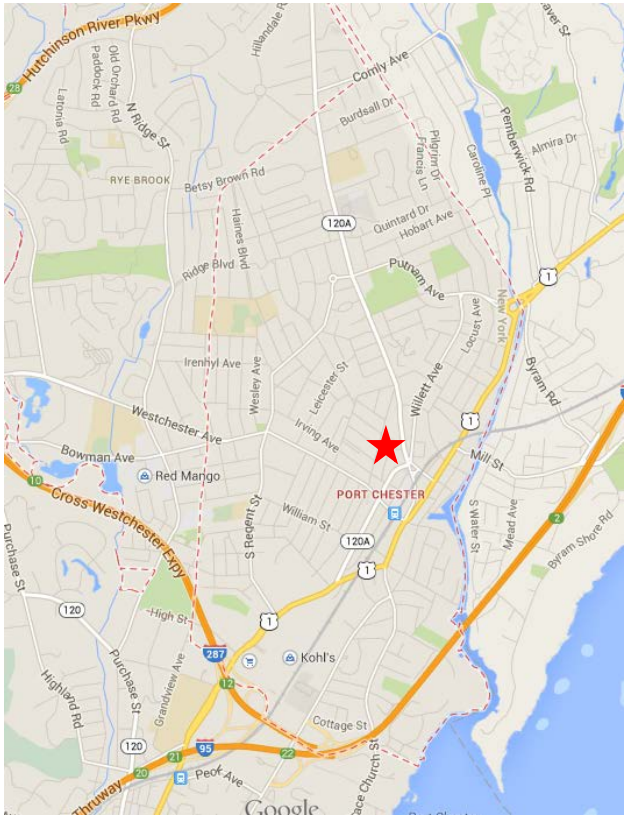
SEQRA DETERMINATION OF SIGNIFICANCE

NEGATIVE DECLARATION

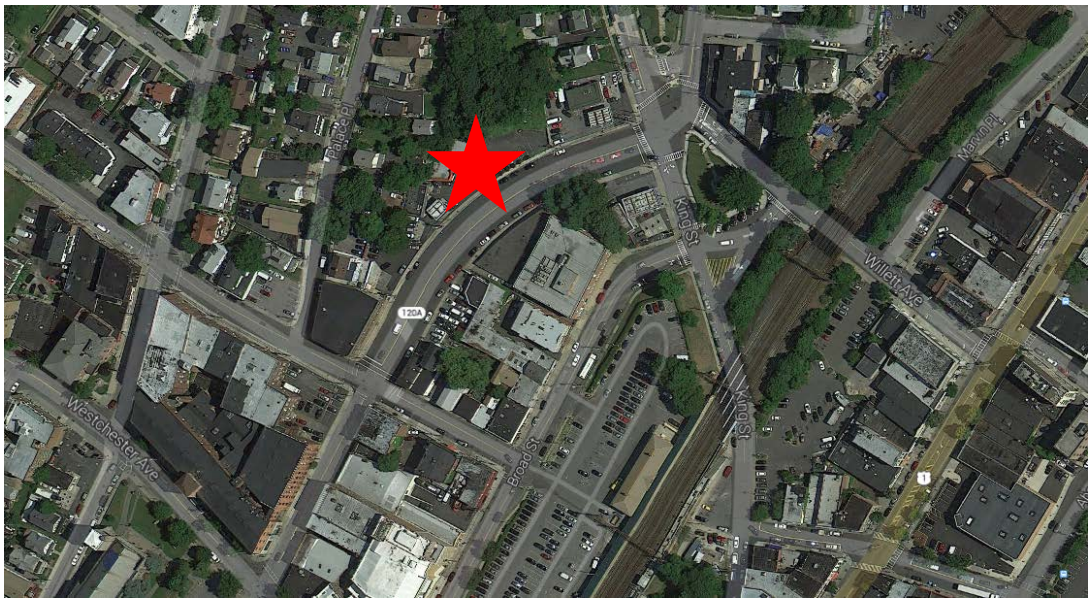
VILLAGE OF PORT CHESTER BOARD OF TRUSTEES

PREPARED OCTOBER 2014

PROPOSED ACTION IDENTIFICATION MAPS, 120 NORTH PEARL STREET



Context Map: Village of Port Chester NY, 10573



Context Map: 120 N Pearl Street, Port Chester, NY 10573

REASONS SUPPORTING THIS DETERMINATION

The Proposed Action includes the demolition of an existing 2,115 square foot auto-glass repair facility and construction of a 5-story, 50-unit market rate residential development at 120 North Pearl Street between Irving Avenue and King Street in Port Chester, NY. The 28,753 sq. ft. site is located in the C2 Main Street Business District where multi-family dwellings are permitted by special exception use permit under Planning Commission jurisdiction per Village Code §345-59(D)(2)(a).

Specifically, the Proposed Action includes fifty (50) market-rate, multi-family residential units, comprised of fifteen (15) studio, twenty-six (26) one-bedroom, and nine (9) two-bedroom units with 46 on-site parking spaces integrated into an internal parking structure. The Proposed Action for fifty (50) market-rate residential units requires a density bonus under Village Code §345-16 for a reduction in the lot area per dwelling unit regulation from 750 square feet to 575 square feet; the as-of-right dwelling unit count for the parcel is thirty-eight (38) units. The Village Board of Trustees retains the authority to approve wholly or in-part the requested 12 additional dwelling units per §345-16. The Proposed Action also includes on-site amenities, such as outdoor patio and grill space and an adult wading pool; landscaping; stormwater management techniques; and lighting features.

The Applicant for the Proposed Action conducted an independent traffic impact study prepared by TRC Engineers (dated March 13, 2014, supplemented September 11, 2014), school children analysis prepared by AKRF (dated March 20, 2014), and storm water pollution prevention plan prepared by Catizone Engineering, P.C. (dated March 3, 2014) as part of the site plan submission.

Of note, the Port Chester Planning Commission granted site plan approval on September 26, 2011 for a separate proposal for the subject site, which included a 5 story mixed-use building consisting of 25 residential units, 1,293 square feet of office space and 45 off-street parking spaces. This prior proposal consisted of 25 two-bedroom units, ranging in size from approximately 950-1,000 square feet and was approximately 65' in height[1]. The parking ratio used was 1.8 spaces per unit.

In contrast, the Proposed Action is a reduction in mass and height and varies to the prior approval in the following respects: 82% of the units are either studios or one-bedroom units; a parking ratio of 0.92 spaces per unit; building height of 54'; and on-site amenities catering only to an adult population, i.e. pool, gazebo, deck space, etc.

Potential impacts relating to the redevelopment and reuse of the site as described in the Proposed Action include the following:

[1] At the time of approval, the C2 Main Street Business District permitted maximum building height of 8 stories or 70'. Village-wide rezoning occurred in 2013, which reduced the maximum permitted building height to 5 stories or 60'. Further, building height is measured from the vertical distance between the average finished grade and the highest point of the roof surface (see §345-2 for further detail.)

1) The Proposed Action directly aligns with the goals and objectives of the Village's adopted Comprehensive Plan (2012) in terms of housing, land use recommendations and transportation. The 50-unit multi-family development proposal is comprised of 15 studios, 26 one-bedroom and 9 two-bedroom units and is within a quarter-mile from the Port Chester Metro North Train Station. Focusing new residential development in the downtown and train station areas is Housing Recommendation #2 whereby land use regulations should *"accommodate future growth in appropriate areas of the Village (e.g. downtown and around the train station…"* and *"maintain opportunities for a diverse housing market, including…the young adult population."* Because the project consists primarily of studio and one-bedroom units, the anticipated renters will most likely include single occupants and couples without school-aged children, thus minimizing potential impacts to the Port Chester-Rye Union Free School District.

   Channeling development pressures into downtown areas where infrastructure can accommodate growth and preserve outlying residential neighborhoods corresponds with the intent for designated Planning Intensity Zones to *"absorb development pressures in the Village's residential neighborhoods."* Development in the downtown and train station areas wholly satisfy Transportation Recommendation #2 by "*promoting context-sensitive transit-oriented development (TOD) around the Port Chester Train Station."*

   In addition, the Proposed Action aligns with Opportunity Area #1 of the Village's adopted 2014-2016 Strategic Plan (2014). Opportunity Area #1 recommends providing adequate transit oriented development resources and services to the downtown and train station areas.

   The Proposed Action fully encompasses the goals and policies of both the Village's Comprehensive Plan and Strategic Plan; and, therefore, does not pose a negative or significant adverse impact to the economic and development policies adopted.

2) The Proposed Action is located within the C2 Main Street Business District where multifamily residential use is permitted by special exception use permit. Existing land uses within close proximity entail mostly residential and commercial uses, which include three gas stations located within 750 feet from the site. The Port Chester Metro North train station is within 1,000 feet of the site as well. The Proposed Action abuts an R2F Two-Family Multi-Residence District which contains single-, two-, and multi-family residences. Based upon existing land uses in the vicinity, the Proposed Action is consistent with the existing neighborhood character and does not create a material or character conflict.

   The Proposed Action adheres to all dimensional regulations as dictated in §345 Schedule 3B Schedule of Regulations for Nonresidence Districts Part 2, Dimensional Regulations. An official Zoning Compliance review was completed and certified by the Village Building Inspector showing no dimensional variances required for the Proposed Action.

The Proposed Action is for multi-family residential development, which is a permitted use by special exception use permit in the C2 Main Street Business District. As stated in Village Code §345-61(Q) Multifamily dwelling, any application must satisfy the seven listed criteria, which include a range of requirements such as minimum lot size of 20,000 square feet, peak-hour traffic flow analysis, infrastructure capacity analysis, and provision for on-site laundry facilities and trash compactor. Additionally, one special exception criterion requires a minimum distance of 500 feet from a two-family or single-family zoning district boundary except when the site is not less than one acre. The site of the Proposed Action is not more than one acre and is only 28,753 square feet; therefore, the Proposed Action required a variance for 345-61(Q)(2) from the Village Zoning Board of Appeals. The Zoning Board granted said variance on July 17, 2014. Overall, the Proposed Action does not conflict with existing uses and adheres to all zoning regulations.

3) Construction activity for the Proposed Action includes modular construction and assembly, which reduces overall on-site environmental impacts. The physical construction of the modular units will take place off-site and take approximately one (1) month to complete. There will be no disturbance to 120 N Pearl Street during this time. Once the modules are constructed, tractor trailers will deliver the modules from a temporary, off-site holding area.

   Approximately 100 truck deliveries will cart in the modules for on-site erection over a two (2) month construction period, requiring limited/temporary closing of North Pearl Street in compliance with all permit regulations from the Village of Port Chester Department of Public Works. During this time, street meters will be bagged at the Applicant's expense through permits acquired from the Office of the Village Clerk.

   For these aforementioned reasons, no long-term or significantly adverse site disturbance impacts are anticipated from the Proposed Action.

4) The Proposed Action will result in temporary air quality impacts during construction. Temporary impacts will result from the standard construction machinery used, including a 360-ton crane used to assemble the modular-constructed development. The types of machinery anticipated do not exceed those used for typical construction operations. Localized, short-term air impacts may also result from the anticipated 100 truck deliveries scheduled over the two-month construction period.

   Further, blasting and rock crushing activity will occur, which will require the submission of accurate operations planning before any Village permits are granted. These short-term air impacts will be carefully monitored by the Building Department and comply with all county/state regulations. Mitigation will occur through implementation of an approved site clearance protocol and construction management plan as required through Building Department permitting process. The Proposed Action will comply with industry best management practices throughout the construction process to reduce any temporary air impacts. All construction activity will conform to all regulations included in Village

Code Chapter 224 Noise. All activity will conform to all Occupational Safety and Health Act (OSHA) standards to ensure safe proceedings. Overall, no significant or adverse air impacts will result from the Proposed Action.

5) Short term noise impacts may result from the types of machinery used on-site for modular assembly and from construction and rock removal by a hydraulic hammer and/or crane, if found necessary, which could generate noise levels in the vicinity of 80 dBA. A 360-ton crane will position the individual modules into place, which may cause short-term noise impacts; however, the types of machinery used are not beyond the typical types used on residential construction sites. Rock crushing activity and usage of excavation machinery will result in temporary noise impacts but will not persist throughout the two-month anticipated construction period. Additionally, because a majority of the construction will take place off-site, the two-month duration of construction is less than if all materials were constructed and assembled on-site.

   The scheme proposed reduces overall time for construction, thereby reducing noise impacts. Any short-term noise impacts shall be mitigated by maintaining construction equipment in good working order in addition to conforming to Village, State and County regulations. All activity will conform to all Occupational Safety and Health Act standards to ensure safe proceedings. All construction activity will conform to all regulations described in Village Code Chapter 224 Noise. As a result of the Proposed Action, no long-term or significant noise impacts to the immediate vicinity are anticipated.

6) The Proposed Action's site neither contains any water features nor is in close proximity to any water features. No negative impacts to surface water features will result from the Proposed Action.

7) As indicated in the Stormwater Pollution Prevention Plan as prepared by Catizone Engineering, P.C. (dated March 3, 2014), the Proposed Action is covered by approximately 0.2 acres of impervious surface with the remaining balance predominantly wooded/vegetated land with approximately five percent rock outcropping. The Proposed action will add approximately 0.23 acres of impervious surface to complete the fifty unit multi-family development proposal. Nearly 0.11 acres of land will remain unchanged.

   The Proposed Action requires an erosion and sediment control plan in accordance with state regulations to best manage and stabilize disturbed areas. An on-site, subsurface water detention system will be implemented to meet the water quality and flow control requirements housed in a two-stage process. New catch basins (6), piping (8" and 12") and manholes (2) will be provided on site to facilitate proper stormwater removal. One new manhole will be installed at the intersection of King Street and North Pearl Street with new 15" piping. The Proposed Action includes temporary and permanent stormwater systems and facilities designed in accordance with the latest revision to the New York State Stormwater Management Design Manual (2010) to ensure stormwater discharge flow rates from the Site after development do not exceed pre-development levels for all storms modeled. For these reasons, the Proposed Action will neither cause

significant or adverse impacts to surface water or soils onsite nor to stormwater management to the nearby area during demolition, construction, and daily events.

8) The Proposed Action is not located in a designated FEMA flood zone, and all of the property is classified as 'moderately well drained.' Twenty-seven percent of the site contains slopes of 0-10%; four percent of the site contains slopes at 10-15%; and sixty-nine percent of the site contains slopes greater than 15%. Due to the changes in topography, no adverse or significant flooding impacts will result to the project or environment.

9) Solid waste generated by the project is proposed to be removed by a private carting company twice per week. Recycling will be removed once per week. This pick up schedule is adequate and sufficient to handle the anticipated solid waste generated by the Proposed Action. All solid waste is collected in the compactor storage room before carted off the premises to reduce disturbance to the surrounding environment. No long-term or significant adverse impacts will result from the Proposed Action.

10) The site contains one (1) advertisement billboard, which will be removed as part of the Proposed Action. The removal will take place during the rock crushing and excavation stage and will not require any additional material, machinery or outside resources to complete the action. New grass, shrubbery and trees will replace the billboard and provide a more aesthetic pleasing environment. The removal of the existing billboard will not cause significant or adverse impact to the site or surrounding community.

11) The Proposed Action will use an average of approximately 9,167 gallons of water daily to serve the 50 multi-family dwelling units. The adjusted average daily flow is anticipated to require 7,333 gallons of water daily, with a maximum daily flow of 14,666 gallons of water daily, and a peak hourly flow of 29,333 gallons of water daily (Catizone Engineering, Inc., *Expected Hydraulic Loading*, dated 7-10-2014). The Proposed Action also includes a pool, estimated to require an additional 106,029 gallons of water.

    With an annual design capacity flow of 6.0 million gallons per day (MGD), the Port Chester Waste Water Treatment Plant (WWTP) currently handles 4.3 MGD, demonstrating sufficient handling capacity for the Proposed Action.

    United Water Westchester is the private service water provider and has the capacity to serve the proposal. Additionally, the Proposed Action includes the replacement of existing drainage piping with a new 12" concrete water line and accessory structures (catch basins and manholes) on North Pearl Street to adequately handle the anticipate demand of the Proposed Action.

    The Proposed Action is anticipated to follow standard practices and procedures for capacity management for inflow/infiltration generated. For these reasons, the water demand of the Proposed Action is not anticipated to negatively impact the Port Chester WWTP.

12) The Proposed Project includes provision for new outdoor lighting features. All lighting will be light emitting diode (LED) in order to reduce initial impacts to the energy grid. Additionally, there will be 8' poles located at the rear outdoor deck; a 42" tall wall lights along walkways and steps surrounding the building; and 8" wall sconces at the front of the building. All light features will be aimed away from adjacent properties in order to reduce visual and light impacts. Per §345-23(G) Site Development Standards, all access ways and parking areas will be lighted without exceeding one footcandle in illumination at the property line. As submitted, the lighting plan proposed for this development meets the standards set forth in §345-23(G). For these reasons, the Proposed Action will not create significant or adverse impacts to the environment.

13) The site does not contain any wetlands or areas of environmental significance; therefore, no significant or adverse impacts will result from the Proposed Action.

14) The site is approximately 0.66 acres in size with 0.55 acres being physically disturbed. The Proposed Action will require the demolition of an existing vacant building and billboard and removal of approximately twenty-seven (27) maple trees ranging from twelve (12) to twenty-four (24) inches in diameter. Approximately 10,000 cubic yards of rock will be removed for a duration of 60 days and reach approximately 30 feet in depth for excavation activity.

    The Proposed Action includes planting sixty-six (66) new trees (spruce, magnolia, birch varietals), resulting in a net gain of 39 new trees. The majority of new trees will be at the perimeter of the property to provide privacy screening to both the site and adjoining properties. The Proposed Action includes provisions for shrubbery, grass seeding, flower plantings, and trees to buffer and beautify the site. Conifer and deciduous trees ranging in size from eight (8) to twelve (12) feet in height are included in the Proposed Action. All permits relating to the removal and demolition on-site will be properly obtained through any local or state agencies, and all activity will be properly controlled as required to mitigate any potential short-term impacts. No long-term significant or adverse impacts to the environment will result.

    The Site contains elevations ranging from roughly 70' to 28' in grade in a west to east pattern. As part of the demolition and site preparation, slope stabilization techniques as well as silt fencing and inlet protection will ensure that no lasting effects result to the natural environment as a result of the Proposed Action. The most stabilization will occur at the northern side of the property where the highest elevations occur. No long-term significant or adverse impacts from the land disturbance will result.

15) There are no significant habitat areas or areas of threatened or endangered species in the proximity to the Proposed Action. No significant or adverse impacts will result.

16) The site is neither within a Village or State denoted archeological significant area as classified by the New York State Historic Preservation Office (SHPO) and described in the 2012 Comprehensive Plan.

The site is within one-half mile of two buildings listed on the National Register of Historic Places: The Capitol Theatre and the Port Chester United States Post Office. Although located in the proximity of the Proposed Action, no adverse impacts will result to archeological resources or historic buildings.

17) The Proposed Action is located within the C2 Main Street Business District and does not require parking. However, the Proposed Action includes forty-six (46) on-site, structured parking spaces for 50 multi-family residential units, which aligns with a transit oriented development scheme, a parking ratio of 0.92 spaces per unit, and is in line with the goals for more intensive planning areas as identified in the Village Comprehensive Plan (2012). A new 25'-0" driveway will replace the existing 25'-3" driveway and will be located adjacent to and west of the existing driveway.

Per Section 345-61(Q)(3), Applicant provided a traffic study prepared by TRC Engineers, Inc. dated March 13, 2014 (supplemented September 11, 2014), including analysis on existing and future levels of service, roadway network conditions, and traffic volumes utilizing a 2% growth rate compounded per year combined with a conservative transit/walk credit applied. This data provided additional capacity analyses for key intersections identified in conjunction with the proposed development. As represented in the report, findings included that the levels of service, roadway network conditions, and traffic volumes would not be adversely affected as a result of the Proposed Action. Additionally, the Village consulted Adler Consulting (dated March 31, 2014) to conduct a capacity analysis, which concluded no changes in levels of service during AM or PM peak periods would result from the Proposed Action. Further, the site is not a high-accident location according to the Port Chester Police Department, and minimal impact to the adjacent roadway network will result from the Proposed Action. Traffic reports conducted by the Applicant's traffic engineer additionally recommend removal of a solitary parking space on the north side of North Pearl Street between the existing gas station and the proposed new entrance to the project to improve visibility and enhance safety.

The Proposed Action does not require on-site loading as no non-residence uses are provided. As a recommended condition of site plan approval, the property owner will bag the meters at their expense along North Pearl Street while tenants move in/out. This mitigation measure will alleviate additional turning vehicle movements on North Pearl Street and reduce overall traffic impacts.

Additionally, the Proposed Action is located on North Pearl Street (County Road 43) in close proximity to Summerfield Square, a major five-way intersection in the Village of Port Chester comprised of Westchester Avenue (County Road 112), King Street (State Route 120A), and Willett Avenue (County Road 43). Each of these streets experiences persistent ambient noise due to on-going traffic in an urban setting. Moreover, Metro North Railroad train service runs within 750 feet of the sight, which contributes to the overall ambient noise levels of the area. The anticipated turning movements resulting from the Proposed Action are minimal and will not generate significant noise nuisance. As such, the Proposed Action will not add additional noise to the area.

Overall, the Proposed Action will not negatively impact the immediate or surrounding environments.

18) The applicant has submitted a study of school children generation as a result of the Proposed Action completed by AKRF (dated March 20, 2014). The study analyzed potential public school-age children generation based upon US Census data and specific multipliers related to unit type, size, median value, etc. for urban/transit-oriented areas. The Proposed Action is anticipated to generate between three (3) and four (4) public school children. Additionally, the unit mix of the Proposed Action will likely reduce any potential, negative impacts to the School District. The multi-family development includes fifteen studios, twenty-six one-bedrooms and nine two-bedrooms. Because the majority of units are studios and one-bedrooms, the mere size/design of the units will help to limit public school-age children generation as consistent with the goals of the adopted Comprehensive Plan (2012). As a result, the Proposed Action is not anticipated to negatively impact the Port Chester Rye Union Free School District.

19) Valuation Plus, Inc. (Mamaroneck, NY) has conducted an independent, fair market value appraisal (dated October 10, 2014) for the Proposed Action of fifty (50) multifamily units in accordance with Village Code §345-16 for the requested density bonus. Using the unit mix presented, fifteen (15) studio, twenty-six (26) one-bedroom, and nine (9) two-bedroom units yielded a total appraised value of $5,800,000.

Using this appraised value as a de facto property assessment for the completion year and the current 2014 non-homestead tax rates produces the following annual taxes paid to the Town of Rye, the Village of Port Chester, Westchester County, and the Port Chester-Rye Union Free School District[2]:

Table 1 Taxes Generated by Proposed Action

	2014 Non-Homestead Rate[$]	**Annual Taxes Generated[*]**
Town of Rye	0.063407	$367.76
Village of Port Chester	11.174217	$64,810.46
Westchester County	4.732086	$27,446.10
School District	24.38619	$141,439.90
		$234,064.22

[$] *Rate is per $1,000 of assessed value.*

[*] *Values rounded to the nearest penny.*

The Proposed Action will generate approximately $234,064.22 per year in taxes using current non-homestead tax rates, with 0.16% of taxes apportioned to the Town of Rye, 27.69% apportioned to the Village of Port Chester, 11.73% apportioned to Westchester County, and 60.43% apportioned to the Port Chester-Rye Union Free School District.

[2]Analysis of tax generation utilized the appraised value of $6,150,000 as there is no assessed value until project completion.

Compared to the current property assessment of $688,500, yielding $27,785.04 in annual tax revenues, the Proposed Action is projected to generate an additional $206,279.18 annually or an increase of 742% (see Table 2 below).

Table 2 Tax Generation Comparison, Existing & Proposed Action

		Taxes Generated			
	2014 Non-Homestead Rate[$]	**Existing Conditions** (Former commercial use)	**Proposed Action** (50-unit multifamily)	**Net Difference**	**Increase by Proposed Action**
Town of Rye	0.063407	$43.66	$367.76	$324.10	
Village of Port Chester	11.174217	$7,693.45	$64,810.46	$57,117.01	
Westchester County	4.732086	$3,258.04	$27,446.10	$24,188.06	**+742%**
School District	24.38619	$16,789.89	$141,439.90	$124,650.01	
	Total:	**$27,785.04**	**$234,064.22**	**$206,279.18**	

[$] *Rate is per $1,000 of assessed value.*

[*] *Values rounded to the nearest penny.*

Further, the Applicant provided an independent school children generation study completed by AKRF (dated March 20, 2014) to analyze potential impacts from residential development. The study anticipated a generation of three (3) to four (4) school children, factoring the transit oriented location of the Proposed Action, the type and the mix of units. Based upon 2013 School District publications, the average linear cost per public student is approximately $13,325 for all student related expenses only. Conservatively attributing this per pupil cost to four (4) public school aged children based upon the 2014 AKRF study, the Proposed Action may add $53,298.92 in annual education costs to the School District. Utilizing the 2014 non-homestead tax rate paid to the School District, the Proposed Action is anticipated to annually produce $141,439.90 in revenue to the School District. Comparing educational costs versus school taxes reveals an annual *net gain* by the School District of approximately $88,140.98.

Based on the information highlighted above, it is anticipated that no significant adverse tax impacts to the Village, Town, County and School District will result from the Proposed Action.

20) The Proposed Action will not result in changes in two or more elements of the environment, which alone would not have a significant effect on the environment; and, when considered together, would not result in a substantial adverse impact on the environment.

21) The Proposed Action is not related to another action which would be funded or approved by an agency which, when considered cumulatively, would meet one or any of the aforementioned criteria.

VILLAGE OF

PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Police Department

BOT Meeting Date: 11/3/2014

Item Type: Resolution

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

Description	Yes	No	Description	Yes	No
Fiscal Impact	x	☐	Public Hearing Required	x	☐
Funding Source: DEA Asset Forfeiture Fund Account #: 001-0001-0695			BID # WC-RFB-13149		
			Strategic Plan Priority Area		
	Yes	**No**	Public Safety		
Agreement	x	☐	**Manager Priorities**		
Strategic Plan Related	☐	x	Other		

Agenda Heading Title

(Will appear on the Agenda as indicated below)

Purchase of 3 Ford Fusion Unmarked Police Vehicles from DEA Asset Funds for $62,823

Summary

Background: Transfer of $62,823 in Funding from DEA funds for the Purchase of 3 Ford Fusion Unmarked Police Vehicles@ $20,941. per unit to the 2014-15 Police Vehicles (Car) Capital Budget 5.3120.2013.2014.136

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

RESOLUTION
BUDGET AMENDMENT – DEA FUNDS TO PURCHASE
THREE (3) UNMARKED FORD FUSION VEHICLES

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 three (3) unmarked Ford Fusion cars for a total cost of $62,823 from Vance Country Ford, C/o of the Cruisers Division, 420 Mount Pleasant Avenue, Mamaroneck, NY 10543, a Westchester County Contract vendor, #WC-RFB-13149. 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 and Capital Fund Budget as follows:

GENERAL FUND

Balance Sheet:		
001-001-0695	Deferred Revenue Police DEA	$(62,823.00)
Revenues:		
001-0001-2613	Use of Deferred DEA Revenue	$62,823.00
Appropriations:		
001-9900.900	Transfer to Capital	$62,823.00

CAPITAL FUND

Increase the 2014-15 Police (Car) Vehicle Budget from $100,000 to $162,823.

Revenues:		
5.5.5031.2014.136	Transfer from General Fund	$62,823.00
Appropriations:		
5.3120.203.2014.136	Police Cars 2014-15	$62,823.000

Approved as to Form:

_____
Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:
NOES:
ABSENT:

DATE:

THE CRUISERS DIVISION
(TCD)

420 Mt. Pleasant Ave
Mamaroneck, NY 10543
(914) 381-7700
(914) 381-5645 fax
gg@copcars.net

October 22, 2014

Port Chester Police Dept.
350 North Main Street
Port Chester, NY 10573
914-939-1000
rconway@vpcpd.com

Westchesre County Contract # WC-RFB-13149 .
2015 Ford Fusion S 4 Cyl
EQUIPMENT:
WHELEN ALPHA UNDERCOVER SIREN
SIREN SPEAKER & BRACKET
CUSTOM LIGHT/SIREN SWITCHES
WHELEN VERTEX HIDE-A-WAY PACKAGE 6 CCCCRR
WHELEN AVENGER RED/WHITE
GRILL LIGHT L.E.D. PACKAGE
REAR DECK L.E.D. PACKAGE
INSTALL CUSTOMER SUPLLIED MOBILE RADIO
ANTENNA AND CABLE KIT

Total $20,941.00

PO TO

Vance Counrty Ford
c/o TCD
420 Mount Pleasant Ave
Mamaroneck, NY 10543

Respectfully Submitted,

Gary Gerstein

VILLAGE OF

PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Village Engineer

BOT Meeting Date: 11/3/14

Item Type: Resolution

Sponsor's Name: Dolph Rotfeld P.E.

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

Agenda Heading Title

(Will appear on the Agenda as indicated below)

Bid 2014-07 Village Sewer and Drainage Repairs

Summary

Background:

Install new 15" storm drain on Marathon Place, repair sanitary sewer at 12 Marathon Place. Replace 10" sanitary sewer on Highland Avenue.

Proposed Action

Award Bid

Attachments

Letter of Recommendation - Bid Analysis

AM-V20140804

AWARDING BID VILLAGE SEWER AND DRAINAGE 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 Sewer and Drainage Improvements (Bid No. 2014-07); and

WHEREAS, the Village received twelve 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 Joken Development Corp., 9 Belway Place, White Plains, New York 10661. Now therefore, be it

RESOLVED, that the Board of Trustees hereby awards the bid for Sewer and Drainage Improvements in the amount of $199,747.00, and be it

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

FURTHER RESOLVED, that the funding for said work be appropriated from Sewer Improvement 5.8120.400.2013.132.

Approved as to Form:

_____

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:
NOES:
ABSENT:

DATE:

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

October 30, 2014

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

RE: Village Sewer and Drainage Repairs Bid # 14-07
Port Chester, New York

Dear Mr. Steers:

On October 30th 2014, 12 bids were received for the above referenced contract. The apparent lowest qualified bidder Joken Development Corp of White Plains, New York submitted a price of $199,747.00

Joken Development Corp has done work for the Village previously and is currently the emergency contractor for the Village. Additionally this office has worked with Joken Development Corp previously and we have found their work satisfactory. Therefore, this office recommends award of the project to Joken Development Corp of White Plains, New York.

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

Very truly yours,

Danny Peluso
Project Engineer

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

BID #14-07

BID FOR:	VILLAGE SEWER AND DRAINAGE IMPROVEMENTS BID NO. 14-07		
BID OPENING DATE:	Thursday October 30, 2014	**TIME:**	10:00 a.m.
BID PUBLICATION DATE:	Friday, October 17, 2014		
SPECIFICATIONS AVAILABLE:	Monday, October 20, 2014 at 10:00 a.m.		
ADDENDUM NO. 1	Friday, October 24, 2014		

Please Print Name and Address			
BIDDER:	*Landi Contracting Inc.*		
ADDRESS:	*13 Bradhurst Avenue*		
ADDRESS:			
CITY:	*Hawthorne*	**STATE:** *NY*	**ZIP CODE:** *10532*
E-MAIL:	*Anthony@landiinc.com*		
PHONE #:	*914-909-5210*	**FAX #:**	*914-909-5211*
AMOUNT:	214,500.00		

Please Print Name and Address			
BIDDER:	*Landscape Unlimited Inc.*		
ADDRESS:	*Box 38*		
ADDRESS:			
CITY:	*Somers*	**STATE:** *NY*	**ZIP CODE:** *1059*
E-MAIL:	*MZLui3@gmail.com*		
PHONE #:	*914-232-5623*	**FAX #:**	*914-232-4055*
AMOUNT:	285,000.00		

Please Print Name and Address			
BIDDER:	*MVM*		
ADDRESS:	*100 Oak Street*		
ADDRESS:			
CITY:	*Mt. Vernon*	**STATE:** *NY*	**ZIP CODE:** *10550*
E-MAIL:	*mvminfo@aol.com*		
PHONE #:	*914-667-3200*	**FAX #:**	*914-667-3203*
AMOUNT:	276,314.00		

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

Please Print Name and Address			
BIDDER:	*Con-Tech Construction*		
ADDRESS:	*28 Lakeview Drive*		
ADDRESS:			
CITY	*Yorktown Heights*		
E-MAIL:	*Contech03@gmail.com*		
PHONE #:	*914-455-3100*	**PHONE #:**	*914-455-3100*
AMOUNT:	287,100.00		

Please Print Name and Address					
BIDDER:	*.LandVScape, Inc.*				
ADDRESS:	*5 Dogwood Lane*				
ADDRESS:					
CITY:	*Katonah*	**STATE:**	*NY*	**ZIP CODE:**	*10536*
E-MAIL:	*LandVScape@aol.com*				
PHONE #:	*914-232-1878*	**FAX #:**			
AMOUNT:	230,441.00				

Please Print Name and Address					
BIDDER:	*Joken Development Corp*				
ADDRESS:	*9 Bikway Okace*				
ADDRESS:					
CITY:	*White Plains*	**STATE:**	*NY*	**ZIP CODE:**	*10661*
E-MAIL:	*Kenny@JokenDev.com*				
PHONE #:	*914-96-2469*	**FAX #:**			
AMOUNT:	199,747.00				

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

Please Print Name and Address					
BIDDER:	*Morano Bros. Corp.*				
ADDRESS:	*2045 Albany Post Road*				
ADDRESS:					
CITY:	*Croton-on-Hudson*	**STATE:**	*NY*	**ZIP CODE:**	*10520*
E-MAIL:	*nick@moranobros.com*				
PHONE #:	*914-788-8460*	**FAX #:**	*914-737-0539*		
AMOUNT:	339,650.00				

Please Print Name and Address					
BIDDER:	*Montesano Bros. Inc.*				
ADDRESS:	*76 Plain Avenue*				
ADDRESS:					
CITY:	*New Rochelle*	**STATE:**	*NY*	**ZIP CODE:**	*10801*
E-MAIL:	*cmf@montesanobros.com*				
PHONE #:	*914-235-1048*	**FAX #:**			
AMOUNT:	524,567.00				

Please Print Name and Address					
BIDDER:	*Acocella Contracting Inc.*				
ADDRESS:	*68 Gaylor Road*				
ADDRESS:					
CITY:	*Scarsdale*	**STATE:**	*NY*	**ZIP CODE:**	*10583*
E-MAIL:	*acocella@verizon.net*				
PHONE #:	*914-723-2700*	**FAX #:**	*914-723-0927*		
AMOUNT:	282,955.00				

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

Please Print Name and Address			
BIDDER:	*Legacy Supply LLC*		
ADDRESS:	*14 Railroad Avenue*		
ADDRESS:			
CITY:	*Valhalla*	**STATE:** *NY*	**ZIP CODE:** *10595*
E-MAIL:	*silvia@legacysupplyllc.cm*		
PHONE #:	*914-262-2048*	**FAX #:**	*914-946-2355*
AMOUNT:	219,425.00		

Please Print Name and Address			
BIDDER:	*ELQ Industries*		
ADDRESS:	*567 Fifth Avenue*		
ADDRESS:			
CITY:	*New Rochelle*	**STATE:** *NY*	**ZIP CODE:** *10801*
E-MAIL:	*smgrditchian@elqindustries.com*		
PHONE #:	*914-654-1060 x114*	**FAX #:**	*914-654-1307*
AMOUNT:	254,775.00		

Please Print Name and Address			
BIDDER	*Paladino CC*		
ADDRESS:	*315 N. MacQuesten Pkwy.*		
ADDRESS:			
CITY:	*Mt. Vernon*	**STATE:** *NY*	**ZIP CODE:** *10550*
E-MAIL:	*jose@aconcretecreation.com*		
PHONE #:	*914-699-0907*	**FAX #:**	*914-699-0470*
AMOUNT:	213,202.00		

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

The following were present at the opening of the bids:

Village Clerk:	✓	Janusz Richards
Deputy Village Clerk:	✓	Vita Sileo
Village Attorney		Anthony (Tony) Cerreto
Department Head:		
Village Engineer:		Dolph Rotfeld
Project Engineer:	✓	Dan Peluso
Other:		
Other:		
Other:		

VILLAGE OF

PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Planning and Development Department

Village BOT Meeting Date: 11/3/2014

Item Type: Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact	X		Public Hearing Required		X
Funding Source:			BID #		
Account #:			**Strategic Plan Priority Area**		
			Revitalizing Waterfront		
Agreement		X	**Manager Priorities**		
Strategic Plan Related	X		Bulkhead Repair / Replacement / Revetment, & District		

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

Agenda Heading Title

(Will appear as indicated below on Agenda)

Bulkhead grant: contract execution and identification of matching funds

Summary

Background: The Village of Port Chester Office of Planning and Development was successful in securing a grant through the Department of State ("DOS") Local Waterfront Revitalization Program ("LWRP") under the Consolidated Funding Application program for final design and construction documentation plus applicable permits for the repair of the bulkhead in addition to other waterfront improvements directly aligned with stated goals of the Strategic Plan, Comprehensive Plan, and LWRP.

This resolution authorizes the Village Manager to sign and execute the forthcoming contract with NY State (now being finalized) to accept the grant and commit the requisite 50% match of up to $225,420 for deliverables/in-kind services outlined within the scope of the grant work program.

Proposed Action

Adoption of resolution

Attachments
Resolution Grant Contract

AUTHORIZATION TO EXECUTE NEW YORK STATE DEPARTMENT OF STATE'S LOCAL WATERFRONT REVITALIZATION PROGRAM GRANT CONTRACT FOR BULKHEAD REPAIR

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 New York State Department of State ("DOS") Local Waterfront Revitalization Program ("LWRP") provides grant funding opportunities for planning initiatives and projects that advance strategies for community and waterfront revitalization; and

WHEREAS, the Village of Port Chester's exigent situation to replace the failing Village Marina Bulkhead and reactivate the adjacent public pedestrian promenade qualifies as an eligible project under the DOS-LWRP initiative; and

WHEREAS, the Village of Port Chester Office of Planning and Development submitted an application to the DOS for final design and construction documents plus permits to replace the failing bulkhead and conduct related waterfront improvements to advance economic development in the Village; and

WHEREAS, on January 9, 2014, the Village of Port Chester was awarded a DOS-LWRP grant for $450,840, structured as a 50/50 matching grant a portion of which may consist in-kind services; and

WHEREAS, $112,905 in funds are currently available in the existing Marina Redevelopment Project for this purpose. Now therefore be it

RESOLVED, the Board of Trustees authorizes the Village Manager to sign and execute the contract prepared by the DOS for final design and construction documents to replace the failing bulkhead (C#1000444); and be it further

RESOLVED, that the Village of Port Chester contribute its 50% grant match in an amount to be appropriated up to $225,420 from capital budget line 5.7230.400.2009.107 for Marina Improvements.

Approved as to Form:

_____

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:
NOES:

ABSENT:

DATE:

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY: NYS Department of State One Commerce Plaza 99 Washington Avenue – Suite 1010 Albany, NY 12231	BUSINESS UNIT/DEPT ID: DOS01/3800000 CONTRACT NUMBER: T006863 CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: PORT CHESTER VILLAGE OF	TRANSACTION TYPE: ☐ New ☐ Renewal ☒ Amendment - NCTE
CONTRACTOR DOS INCORPORATED NAME: n/a	PROJECT NAME: Village of Port Chester Local Waterfront Revitalization Program Update
CONTRACTOR IDENTIFICATION NUMBERS: NYS VENDOR ID Number: 1000001510 Federal Tax ID Number: 13-6007322 DUNS Number (if applicable): n/a	AGENCY IDENTIFIER: n/a CFDA NUMBER (Federally Funded Grants Only): n/a
CONTRACTOR PRIMARY MAILING ADDRESS: Village of Port Chester 222 Grace Church Street Port Chester, NY 10573 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: n/a Exemption Status/Code: 3A/02 ☐ Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:	CONTRACT FUNDING AMOUNT: (*Multi-year* – enter total projected amount of the contract; *Fixed Term/Simplified Renewal* – enter current period amount)
FROM: 1/1/2010 TO: 12/31/2013	
CURRENT CONTRACT PERIOD:	
FROM: 1/1/2010 TO: 12/31/2013	CURRENT: $32,500.00
AMENDED TERM:	AMENDED:
FROM: 1/1/2010 TO: 12/31/2014	FUNDING SOURCES:
AMENDED PERIOD:	☒ State ☐ Federal ☐ Other
FROM: 1/1/2010 TO: 12/31/2014	

FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

☐ Attachment A:
- ☐ A-1 Program Specific Terms and Conditions
- ☐ A-2 Federally Funded Grants

☐ Attachment B:
- ☐ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)

☐ Attachment C: Work Plan
☐ Attachment D: Payment and Reporting Schedule
☐ Other:

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:	STATE AGENCY:
Village of Port Chester 222 Grace Church Street Port Chester, NY 10573	NYS Department of State One Commerce Plaza 99 Washington Avenue – Suite 1010 Albany, NY 12231
By: _____	By: LuAnn I. Hart
Christopher D. Steers Printed Name	LuAnn I. Hart Printed Name
Title: Village Manager	Title: Director of Financial Administration
Date: 6/3/14	Date: 6/18/14

STATE OF NEW YORK

COUNTY OF Westchester

On the 3 day of June, 2014, before me personally appeared Christopher D. Steers, to me known, who being by me duly sworn, did depose and say that he/she resides at 285 Broadway Whitelaines NY 10605 that he/she is the Village Manager of the Village of Port Chester, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor name on the face page of this Master Contract.

(Notary) Janusz R. Richards, DC

JANUSZ R. RICHARDS
Notary Public, State of New York
No. 01RI6242677
Qualified in Westchester County
Term Expires June 6, 2015

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
By: _____	By: _____
_____ Printed Name	_____ Printed Name
Title: _____	Title: _____
Date: _____	Date: _____

STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

***Budget Changes*:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

6/18/14

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2[1], Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2[2], Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

[1] To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

[2] To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

   a) by certified or registered United States mail, return receipt requested;

   b) by facsimile transmission;

   c) by personal delivery;

   d) by expedited delivery service; or

   e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[3]

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

[3]As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. *General Renewal*: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. *Renewal Notice to Not-for-Profit Contractors*:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. *Grounds*:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination*:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. ***Effect of Notice and Termination on State's Payment Obligations*:**

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. ***Effect of Termination Based on Misuse or Conversion of State or Federal Property*:**

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. 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.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[4] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[5] Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[6] Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[7] The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

[4] A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.
[5] Fee for Service is a rate established by the Contractor for a service or services rendered.
[6] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.
[7] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:[8] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

[8] Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report* (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. *General*:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. ***Cost Allocation***:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. ***Federal Funds***: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:[9] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

[9] Not applicable to not-for-profit entities.

Village of Port Chester - Agreement C1000444
Byram River Bulkhead Design

CHECKLIST FOR NEW CONTRACTS

Master Grant Contract and Signature Pages

Review all sections and attachments of the contract, and let us know if you have any questions or concerns before signing and submitting the contract. If you need to make any corrections to any part of the contract, please indicate so in your cover letter to DOS (please do not handwrite changes into the contract). Some specific areas of interest:

- Page 1 of the Face Page - confirm that all information entered is correct (contractor (recipient) Name & Address, Federal Tax ID number, Vendor ID number and the Charities registration number or Charities exemption codes).
- Page 2 of the Face Page - verify that the contract funding amount is correct. Also, verify that the contract period listed reflects the time period during which the project activities are to be undertaken and project costs incurred. Be advised that activities and related costs occurring outside of this time period will not be eligible for reimbursement and will not be eligible to be used as match.
- Page 5 of Attachment A-1, verify that the contact information of the CEO is complete and correct.
- Review the budget in Attachment B-1 to confirm that the costs and local share anticipated for this project are accurately reflected. Verify that any local share indicated is not from federal or EPF sources. Verify that costs listed in: A. Salaries are for time spent by official employees of recipient only; B. Travel, C. Supplies, and D. Equipment are for costs incurred directly by the recipient; E. Contractual is for contractors procured directly by the recipient only; and F. Other contains other relevant costs which do not fit into the previous categories.
- Review the project description and work program tasks in Attachment C to confirm that the project is accurately reflected.

Once the entire contract has been reviewed and approved, please print the contract single-sided. The person authorized to execute this contract should sign each of the three signature pages in blue ink and have them notarized. These pages must be notarized on the same day that they are signed and each page must contain original signatures and notaries. All signature fields and notary fields must be filled out. Signature pages containing white out cannot be accepted.

Contract Administration Update Form

Complete the Contract Administration Update Form to indicate up to (3) people who should receive contract-related correspondence from DOS. Make sure the correct people are listed and verify and/or provide contact information for each.

- Make sure that the official mailing address of the recipient is correct and complete.
- CEO – The information provided must be for the CEO – this cannot be changed (except in the case of NYC, this person will usually be the City Department's Commissioner or Deputy Commissioner). Verify/correct/provide the name, title, email and phone number of the CEO. Make sure all fields are complete.
- Contact person #1 and #2 – confirm that the correct people are listed. Ideally we'd like to see the grant administrator and project manager listed. Verify/correct/provide the name, title, affiliation, email and phone number of each of the contacts. Additional contacts cannot be added as our database can only hold information for (2) contacts. Make sure all fields are complete.
- Note that each email address must be unique, for example, do not enter the same email address for the Mayor and the City Clerk.
- Below the table, enter the name and title of the individuals who are authorized to sign future amendments and/or payment requests on behalf of the contract recipient. These individuals must be official employees of the recipient – there are no exceptions. If this section is not completed, we will only accept future amendments and payment requests that are signed by the CEO. It is strongly recommended that you complete this section listing an alternate signatory in the event that the CEO is not available for signature.
- Form should be signed by the CEO listed in the CEO field.

MWBE Forms A, B and D

Complete MWBE Forms A (EEO Policy Statement), B (Staffing Plan) and D (MWBE Utilization Plan) for your agency. These forms are required to be submitted; your contract cannot be processed until these forms are received by DOS. Please be advised that the MWBE goal for DOS grant contracts is 20% (10% MBE and 10% WBE).

Form A (EEO Policy Statement) – This form should be completed to show your agreement to enact the state's EEO policy for the purpose of this contract. Note that if the recipient already has an EEO policy in effect, a copy of that policy may be submitted in place of Form A. If completing Form A:

- At the top, there are three blank lines. Fill in the CEO name, the CEO title, and the contract recipient.
- Complete the certification at the bottom of the page.
- MWBE goals – fill in 10% for MBE and 10% for WBE. EEO goals – enter your agency's EEO goal.
- The authorized representative can be the CEO or another employee who is authorized to certify this form.

Form B (Staffing Plan) – This form is to show the characteristics of the individuals who are anticipated to be working on the project and/or contract in any capacity.

- For solicitation number, enter the contract number as indicated on the face page of the contract.
- Leave reporting entity blank.
- For offeror's name and address, enter the name and address as indicated on the face page of the contract.
- Check whether this is work force utilized for this project, or total work force. Either one is OK.
- Check "offeror".
- In the table, enter the information to show the characteristics of individuals in the organization who are anticipated to be working on the project and/or contract in any capacity.
- Fill out the bottom section and have signed by the CEO or another employee who is authorized to sign this form.
- If you have hired a subcontractor already, the subcontractor should fill out this form too. They can fill it out the same way as outlined above, except enter their company name for reporting entity, and check subcontractor.

Form D (MWBE Utilization Plan) – This form is to show MWBE firms who you anticipate including on your list of RFP recipients.

- For offeror's name and address, enter the name and address as indicated on the face page of the contract.
- Include the telephone number and the location of the work to be performed (the name of the municipality is fine).
- Enter your federal tax ID number and the contract number as indicated on the face page of the contract.
- In the table, enter the names of state-certified MWBE firms who you anticipate including on your list of RFP recipients. Check whether they are MBE and/or WBE and include a description of work and estimated dollar value. You can leave the federal tax ID number fields blank. If you want to include more than 2 MWBE firms, you can attach a separate list. You can view the NYS MWBE directory at: http://www.esd.ny.gov/mwbe.html.
- Fill out the bottom section and have signed by the CEO or another employee who is authorized to sign this form.

Grants Gateway

Please confirm that you are currently registered (for municipalities) or prequalified (for not-for-profits) in the Grants Gateway. Your information must be periodically updated. Please go to the http://www.grantsreform.ny.gov/grantees to complete the registration or prequalification process and/or verify your status. If you have questions about the grants gateway, please contact them at grantsreform@budget.ny.gov.

Vendor Responsibility Questionnaire

A Vendor Responsibility Questionnaire (VRQ) must be completed under the following circumstances:

- If the contract recipient listed on the Face Page is a Not-for-Profit, that NFP must complete the VRQ.
- If the contract recipient (NFP or municipality) has any known vendors who will receive at least $100,000 under this contract, the vendor(s) must complete the VRQ.

To complete the VRQ, please visit http://www.osc.state.ny.us/vendrep/vendor_index.htm for instructions or go directly to VendRep https://portal.osc.state.ny.us. Please note that the information provided must be updated every 6 months. If you have questions about VendRep, please contact them at ciohelpdesk@osc.state.ny.us or (866) 370-4672.

In addition, the following documents must be submitted to support the VRQ:

- Proof of Workers' Compensation Coverage (Form C-105.2, U-26.3, SI-12, GSI-105.2 or CE-200).
- Proof of Disability Coverage (Form DB-120.1, DB-155, or CE-200).

NFP's should also check to be sure that their annual charities filings are up-to-date.

Cover Letter to DOS
Prepare a cover letter to transmit your contract package to DOS. This letter should include, at minimum:

- Name and contact information of the employee to contact if we have any questions or need additional information.
- Description of any work that has been undertaken so far (including match). If work has not yet begun (including match), this must be stated in the letter.
- Name, address and federal tax ID number, for any known vendors who will receive funds under this contract. The amount that each vendor will receive and an explanation of the work to be undertaken by the vendor should also be indicated. If there are no known vendors, this must be stated in the letter.

Submitting Contract Package for Execution
Once everything is reviewed and signed, assemble your contract package in the following order:

- Cover letter to DOS.
- Checklist for New Contracts.
- Contract Administration Update Form.
- MWBE Forms A, B and D.
- Proof of Workers' Compensation and Disability Coverage of the recipient (if required, see above).
- Proof of Workers' Compensation and Disability Coverage of known vendors (if required, see above).
- All three original signature pages.
- One copy of the entire contract single-sided.

Make a copy of the entire contract package for your records/project file before submitting the originals.

Submit the original contract package to the following address for processing:

Laurissa Garcia
NYS Department of State
One Commerce Plaza
99 Washington Avenue - Suite 1010
Albany, NY 12231-0001

Once received, we will forward the contract to our Fiscal office, who will have it executed by the State. The execution process usually takes about 2-3 months. When fully executed, a copy of the contract will be emailed to you.

In the meantime, if you would like to check on the execution status of a contract beginning with the letter "C", please visit: http://wwe2.osc.state.ny.us/transparency/contracts/contractsearch.cfm. Search contracts by Agency/Authority & Vendor, select 'State, Department of' from the dropdown, and enter just the municipality name in the Vendor Name box, then click 'contains' and then 'search'. (For example if the City of Albany, just enter Albany). If the contract is listed in the search results, it means the contract has been executed. The exact execution date can be found in the last column. You can expect to receive official notification from us within a couple of weeks after execution. Note, if your contract begins with the letter "T", it will not be listed on this website – please contact us directly for updates.

If you have any questions, please contact Laurissa Garcia at (518) 486-9540 or Tara Riley at (518) 486-9569. We can also be reached by email at opdcontracts@dos.ny.gov.

Please sign this form to certify that you have read and addressed all of the above:

_____ _____

Mayor, Village of Port Chester Date

Village of Port Chester - Agreement C1000444
Byram River Bulkhead Design

CONTRACT ADMINISTRATION UPDATE FORM

Please update/specify information for up to (3) people to receive contract related correspondence from DOS. Ideally we would want to see the CEO, grant administrator, and project manager listed on this form. Changes should only be made in the Changes/Additions/Corrections column.

			Changes/Additions/Corrections
Official mailing address (including City, State and Zip) of the Village of Port Chester		Village of Port Chester 222 Grace Church Street Port Chester, NY 10573	
Mayor of the Village of Port Chester	Name: Title: Email: Phone:	Neil J. Pagano Mayor npagano@portchesterny.com 914-939-2200	
Contact Person #1	Name: Title: Affiliation: Email: Phone:	Christopher Steers Village Manager Village of Port Chester csteers@portchesterny.com 914-939-2200	
Contact Person #2	Name: Title: Affiliation: Email: Phone:	Christopher Gomez Director of Planning & Development Village of Port Chester cgomez@portchesterny.com 914-481-8037	

*Please list up to (3) individuals who are **authorized** to execute amendments and/or sign payment requests for this project. If this section is not completed, we will only be able to accept amendment forms and payment request forms signed by the Mayor.*

Authorized for:

Name: _____ Title: _____ Amendments? ☐ Payments? ☐

Name: _____ Title: _____ Amendments? ☐ Payments? ☐

Name: _____ Title: _____ Amendments? ☐ Payments? ☐

Signature of the Mayor: _____ **Date:** _____

FORM A
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor)_____ agree to adopt the following policies with respect to the project being developed or services rendered at

_____

M/WBE This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
(b)This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____20% Minority and Women's Business Enterprise Participation

_____% Minority Business Enterprise Participation

_____% Women's Business Enterprise Participation

EEO Contract Goals

_____% Minority Labor Force Participation

_____% Female Labor Force Participation

_____
(Authorized Representative)

Title: _____

Date: _____

FORM B

STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	**Reporting Entity:**	**Report includes Contractor's/Subcontractor's:** □ Work force to be utilized on this contract □ Total work force
Offeror's Name:		□ Offeror □ Subcontractor **Subcontractor's name**_____
Offeror's Address:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M)	(F)	Black (M)	(F)	Hispanic (M)	(F)	Asian (M)	(F)	Native American (M)	(F)	Disabled (M)	(F)	Veteran (M)	(F)
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

PREPARED BY (Signature):	**TELEPHONE NO.:** **EMAIL ADDRESS:**	**DATE:**
NAME AND TITLE OF PREPARER (Print or Type):	**Submit completed with bid or proposal**	

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (FORM B) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the DOS Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** **Male or Female**

FORM D
M/WBE UTILIZATION PLAN

INSTRUCTIONS: **This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.**

Offeror's Name:
Address:
City, State, Zip Code:
Telephone No.:
Region/Location of Work:

Federal Identification No.:
Project/Contract No.:

M/WBE Goals in the Contract: MBE 10% WBE 10%

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED ☐ MBE ☐ WBE			
B.	NYS ESD CERTIFIED ☐ MBE ☐ WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM E.

PREPARED BY (Signature):
DATE:

NAME AND TITLE OF PREPARER (Print or Type):
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

NOTE FROM DOS OPD TO DOS MWBE OFFICE: The MWBE firms listed on this form have not necessarily been contracted with. The firms have been identified by the contractor as MWBE firms that they expect to reach out to with an RFP for contract-related services.

TELEPHONE NO.: **EMAIL ADDRESS:**

FOR M/WBE USE ONLY

REVIEWED BY: **DATE:**

UTILIZATION PLAN APPROVED: ☐ YES ☐ NO Date:
Contract No.: **Project No. (if applicable):**

Contract Award Date:
Estimated Date of Completion:
Amount Obligated Under the Contract:
Description of Work:
NOTICE OF DEFICIENCY ISSUED: ☐ YES ☐ NO Date:_____

NOTICE OF ACCEPTANCE ISSUED: ☐ YES ☐ NO Date:_____

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:	STATE AGENCY:
Village of Port Chester 222 Grace Church Street Port Chester, NY 10573	NYS Department of State One Commerce Plaza 99 Washington Avenue – Suite 1010 Albany, NY 12231
By: _____	By: _____
_____ Printed Name	_____ Printed Name
Title: _____	Title: _____
Date: _____	Date: _____

STATE OF NEW YORK

COUNTY OF _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor name on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
By: _____	By: _____
_____ Printed Name	_____ Printed Name
Title: _____	Title: _____
Date: _____	Date: _____

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:	STATE AGENCY:
Village of Port Chester 222 Grace Church Street Port Chester, NY 10573	NYS Department of State One Commerce Plaza 99 Washington Avenue – Suite 1010 Albany, NY 12231
By: _____	By: _____
_____ Printed Name	_____ Printed Name
Title: _____	Title: _____
Date: _____	Date: _____

STATE OF NEW YORK

COUNTY OF _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor name on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
By: _____	By: _____
_____ Printed Name	_____ Printed Name
Title: _____	Title: _____
Date: _____	Date: _____

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:	STATE AGENCY:
Village of Port Chester 222 Grace Church Street Port Chester, NY 10573	NYS Department of State One Commerce Plaza 99 Washington Avenue – Suite 1010 Albany, NY 12231
By: _____	By: _____
_____ Printed Name	_____ Printed Name
Title: _____	Title: _____
Date: _____	Date: _____

STATE OF NEW YORK

COUNTY OF _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor name on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
By: _____	By: _____
_____ Printed Name	_____ Printed Name
Title: _____	Title: _____
Date: _____	Date: _____

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY: NYS Department of State One Commerce Plaza 99 Washington Avenue – Suite 1010 Albany, NY 12231	BUSINESS UNIT/DEPT ID: DOS01/3800000 CONTRACT NUMBER: C1000444 CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: PORT CHESTER VILLAGE OF	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME: n/a	PROJECT NAME: Byram River Bulkhead Design
CONTRACTOR IDENTIFICATION NUMBERS: NYS VENDOR ID Number: 1000001510 Federal Tax ID Number: 13-6007322 DUNS Number (if applicable): n/a	AGENCY IDENTIFIER: n/a CFDA NUMBER (Federally Funded Grants Only): n/a
CONTRACTOR PRIMARY MAILING ADDRESS: Village of Port Chester 222 Grace Church Street Port Chester, NY 10573 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: n/a Exemption Status/Code: 3A/02 ☐ Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:	CONTRACT FUNDING AMOUNT:
FROM: 10/1/2014 TO: 9/30/2017	(*Multi-year* – enter total projected amount of the contract; *Fixed Term/Simplified Renewal* – enter current period amount)
CURRENT CONTRACT PERIOD:	
FROM: 10/1/2014 TO: 9/30/2017	CURRENT: $225,420.00
AMENDED TERM:	AMENDED:
FROM: TO:	FUNDING SOURCES:
AMENDED PERIOD:	☒ State ☐ Federal ☐ Other
FROM: TO:	

FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

☒ Attachment A:
- ☒ A-1 Program Specific Terms and Conditions
- ☐ A-2 Federally Funded Grants

☒ Attachment B:
- ☒ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☒ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)

☒ Attachment C: Work Plan
☒ Attachment D: Payment and Reporting Schedule
☐ Other:

REPORT
OF
THE VILLAGE MANAGER

Village of Port Chester

Office of the Village Manager

MEMORANDUM

TO: Mayor and the Board of Trustees

FROM: Christopher D. Steers, Village Manager

DATE: November 3rd, 2014

RE: Updates

INITIATIVES/PRIORITIES:

- **Strategic Planning: Strategic Actions** (Opportunity Areas #1 Downtown TOD, #2 Downtown: Municipal Center, #3 Waterfront Redevelopment/Revitalization, #4 Fox Island, #5 United Hospital Site Redevelopment).

1) **Opportunity Areas #1-5**:
   - Several Special BOT workshops have been held on the 345-16 Height and Floor Area Bonus Program and an appraisal has been completed. Application for said program has been made by AGD North Pearl, LLC regarding their proposed development at 120 N. Pearl Street. A public hearing has been held on said application and there is a follow up workshop and proposed action on the application this evening.
   - 2nd Consolidated Funding Application (CFA) results pending information release from the Department of State.

2) **Opportunity Area #1, 5:** Urbanomics presented its findings related to the IDA on September 10th. The Base Formula has been drafted and vetted. There are some concerns surrounding the factoring of "hard costs" pending additional capacity data from the school board. A presentation to the BOT is pending a final presentation to the School Board of the results, formulary, and any other concerns.

3) **Opportunity Area #2:** As you are aware NDC has been engaged by the BOT to begin phase three of the Municipal Center feasibility study. It is understood that NDC, will direct and undertake certain design and planning-related activities as encapsulated as Task Three.

The Municipal Building Feasibility Study Task Three budget will be comprised of the following activities and costs associated with each element of the study:

Activity #1 Site Investigation – Phase I *$11,000*

- *Federal, state & local records review of environmental database*
- *Evaluation of adjacent parcels and historical usage*
- *Preparation of written report on site investigation*
- *Phase I ESA report according ASTM-1527 Standard*
- *Identify any environmental concerns for Phase 2 review*

Activity #2 Environmental Site Investigation – Phase II *$35,000*

- *Geophysical investigation of underground concerns*
- *Soil sampling, groundwater testing*
- *Order of Magnitude Projections*
- *Local subsurface soils sampling & testing*

Activity #3 Site Survey *$14,000*

- *Boundary/Topographic Site Parcels*
- *Structure/Improvements Review*
- *Utility Mapping*
- *NYS Board for Engineering & Land Surveying Report*

Activity #4 Site Geotech Investigation *$69,000*

- *Drilling of Borehole for subsurface analysis*
- *Perform Field Permeability testing in borehole*
- *Sieve analysis*
- *Organic Content ASTM Method C Review*
- *Dry Unit Weight Rock Cores*
- *Modeling of subsurface*

Activity #5 Architect ACMEP (design) *$235,000*

- *Abatement plan – allowance for demolition plan*
- *Foundations footing sizes, depths and layout with standard details*
- *Steel framing plan and column scale – including member sizes; including force protection at police station;*
- *Skin/Glazing schedule elevations*
- *Drywall and Carpentry – partition layouts*
- *Elevator size capacity, general type*
- *MEP/ HVAC design, general type*
- *Architectural drawings using REVIT*
- *Site Plan*
- *Roof Plan – drainage, minimum insulation thickness; system type;*
- *Floor Plan- layouts, general type; finish schedule;*
- *Elevations – street level & floors*
- *Typical Overhead Section (2-3)*
- *Finish Schedule REVIT standard*

Activity #6 Constructability Review *$75,000*

- *Identification of building materials & pricing*
- *Costing of steel quotes;*
- *Site prep work estimate*
- *Foundation pricing*
- *Labor hours schedule*
- *Subcontractor pricing schedules*
- *Finish Schedule by general type*
- *Construction period schedule & 12 month pricing*

The analysis conducted as part of the Work Scope described above will permit NDC to determine project cost and site feasibility, which will serve to provide the Village with a reasonable analysis of the undertaking involved in the review. NOTE: Activities #1 through #4 shall be completed within ninety (90) days from the execution of this Agreement.

NDC shall provide me with regular reports on the progress of these Activities. If in the course of undertaking these Activities, NDC discovers that the designated site is found to be unsuitable due to environmental or physical conditions existing thereon, NDC will immediately notify us of the existence and extent of same. Once so notified, the Village may, in its discretion, elect to have NDC suspend further services under this Agreement until an alternative location for the Project is identified or to terminate this Agreement under the provisions stated hereinafter with no recourse beyond payment for services satisfactorily performed to such date of notice.

Further, in the event that Activities #1 through #4 yield promising results in terms of site suitability such as to warrant further services, we will be notified, and upon written authorization, NDC shall initiate Activities #5 and Activity #6 and complete same within One Hundred and Twenty Days (120) days of authorization by Village Manager to proceed. The overall program will start no later than November 15, 2014.

4) **Opportunity Area #3:** the contract for the bulkhead design grant award in the amount of $225,000 in on this agenda for acceptance. Note: it is a matching grant **up to** that amount. Our initial tact was to try to recapture prior expenditures up to 18 months ago, however the contract specs and guidelines did not allow for this to be feasible. At this time the relevant capital project line has about $112,000 in available funds. This currently gives the Village access to $224,000 in funds to be applied towards the design expenses. Although unlikely, if there is a need for additional funds in the future such requests will be made to the BOT.

The methodology now is to design the bulkhead in two phases, Phase 1 being the first Activity Node and temporary "shoring" up of the vinyl area; Phase 2 being the complete steal replacement and partial bridging of the cove. This approach allows us to first make progress toward re-activation of the waterfront as planned and it also gives us time to

build potential funding resources from grants, districts, and/or parking revenues without stalling the entire capital improvement project.

Finally, the Department of State's "Work Plan" dictates the steps / tasks throughout the project and it is important to note that the RFP for design now being drafted must be reviewed by the Waterfront Commission and ultimately approved by the Department of State prior its issuance

5) **Opportunity Area #5:** Staff has met with the planning team for Starwood to discuss the nuances of their environmental review and to clarify BOT expectations. Staff has also met with AKRF (the Villages selected consultant) regarding the ongoing SEQRA process relating to the United Hospital Site and their specific tasks in reviewing any SEQRA submittals from Starwood.

❖ **Property Condition Study RFP**: Again, the RFP has been issued and interviews have been conducted by the BOT. The selected consultant will conduct a general neighborhood condition survey and utilize existing census and crime data to delineate specific Areas of Rehabilitation/Redevelopment Opportunity (ARO) within the village. Once specific areas are identified, the selected consultant will complete the following tasks for existing parcels located within each ARO and provide supportive data and recommendations in a narrative report format:

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

enhancement strategies aligned with the goals and objectives of the village comprehensive plan and local waterfront revitalization program.
- Provide detailed process and legal framework for implementation of recommended revitalization strategies.
- Attend, upon request, Port Chester Village Board of Trustees meetings and other public meetings to discuss work in progress or to present findings and recommendations on completed tasks.

At the recommendation of the Board, Staff has had subsequent discussions with the two final consultants for the neighborhood revitalization strategies RFP. Next step is to schedule special workshop with both consultant teams in November to further discuss appropriate neighborhood revitalization and economic development strategies in concert with the Village's strategic comprehensive plans.

❖ **Community Outreach Efforts:**

- **Coffee with the Village Manager:** this will be a quarterly outreach effort held at the Senior Center as a means of creating improved community dialogue and to encourage information sharing with the community. The first Coffee session was held on October 17th with the following discussion topics:

  - Economic Development Strategic Plan
  - Town of Rye Move
  - Capital Improvement Projects
  - Permit Amnesty Program
  - Open Discussion

  This outreach initiative was actually the brain child of Carol Neilson (she suggested it during our performance conference and as it turns out was a great suggestion). The session was well attended and well received.

- **NAACP Town Hall Meetings:** two meeting have been held to give residents an opportunity to express their concerns about the recent local racially charged and insensitive activities. The meetings are held in hopes of creating an open and constructive community dialogue about these issues. Attendance has been relatively light however participants are committee to the effort.

ACTIONS:

1. **Performance Conferences:** As part of my efforts to tighten up operations and to further team development I have instituted quarterly to biannual performance conferences with all department heads. Although I communicate, coach, and direct on a daily basis; the conferences allow for a more focused and thoughtful discussion on priorities performance

and initiatives. One of the initiatives is to provide the BOT with more detailed information on departmental activities; as such my updates will include more detail on departmental activities.

2. **Emergency Medical Services Committee:** As you are aware The Village is a member of the EMS Committee and said committee meets quarterly. Budget priorities are managed by Scott Moore, EMS Administrator; who does an exceptional job. Attached is the last agenda, budget summary, and activity report for EMS for the last quarter. Also attached is the audited financial statement for EMS.

3. **DPW Snow Plow Straining:** As part of our commitment to keeping our staff well trained in their areas of responsibility, each DPW worker who drives a plow has received a two day plow operator safety class room training. The training was provided by Ground Force Training Corp.

4. **Automatic External Defibrillator (AED) program:** I instituted a more formal program relating to the placement, maintenance, and utilization of AED within Village Premises. Scot Moore is taking lead on program development and structure in coordination with Chief Conway (who is a certified AED trainer). The purpose and intent is to ensure proper administration, utilization, training, and AED reporting. I will follow with the BOT on this as the program is solidified.

5. **Finance:**

- **Payroll Services:** Staff has reviewed products from four payroll service providers as follows:

  - KVS / Sprain Brook
  - ADP
  - Pay Checks
  - PBI Payroll

  Each company provides similar products and services. ADP gave the best presentation of products due to their **process-centric** implementation approach. However all other companies except for KVS /Sprain Brook would still require double data entry as they are essentially a secondary databases that would not post to our existing General-Ledger.

  As we have gone through the process I realized there is a need for us to further analyze our processes and procedures in order to more fully understand our needs. Automation does the following:

  - Eliminate Manual Process
  - Time and Cost Savings

- Control Labor Costs
- Electronic Scheduling
- Time and Labor Reporting / Management
- Fair & Consistent Application of Policies
- Integration with Payroll / HR
- Electronically stored historical data

Obvious efficiencies will be gained by further automation. To the extent that some benefits are obvious, others are not. I will be spending more time with staff analyzing our workflows to further identify our specific needs. A first swipe at it reveals some management deficiencies that can be readily corrected by automated time and leave reporting (leave slips and real time attendance records, etc…).

The benefits of bio-metric time recording however, is debatable. Invariably this leads to sky rocketing over-time costs, negative impacts on morale, and the inevitable drop in productivity. Further discussion on this aspect is encouraged.

- **Village Audit**: The audited financial statements for the Village of Port Chester for fiscal year ending May 31, 2014 will be ready for presentation on Monday, November 3, 2014.

- **Utility Savings Audit**: The Utility Savings Audit by Computel Consultants is in its information gather stage. The Finance Department is working closely with Computel in identifying electric, telephone, water, and cable television companies that are currently contributing municipal gross receipt tax to the Village of Port Chester. We are currently gathering the data necessary for Computel to distribute their audit letters for electric, street lighting, gas, and telephone companies.

PROJECTS:

1. **Street Paving:**
   - All street paving/Village sidewalk/curb work is underway with completion expected within the next few weeks.
   - Note: issues relating to the prior year's street paving have been resolved: ELQ is undertaking all remediation as directed.
   - Note: Staff is holding Con Ed and United Water's feet to the fire relating to better coordination and better remediation of their street opening. Con Ed has recently agreed to our new standards and will be reimbursing the Village for areas repaved on their behalf. Formal agreement pending.

2. **Town of Rye Move:** the project continues to move forward. Occupancy of 350 N. Main and 222 Grace Church Street is scheduled for November. The Village Court Clerks have been moved to their new space. Rye Town Court is scheduled to move in on November 7th.

3. **350 North Main Street:** The proposed capital improvements to the building continue to move forward. RFPs have been received relating to the Brick work and bid award will be on the next agenda.

4. **Pay Station / Meters:** Service update as follows:

   - Parking Meter installation and rollout on Midland and Horton has been successful. Next generation machines in these locations have avoided the power issues that we have seen in other areas.
   - Machines that were having power issues throughout town received new modems as promised by our contractor. These machines appear to be functioning much better as a result and power outages have returned reasonable levels. We are monitoring the situation closely to avoid a repeat of last year's winter troubles.
   - Coin acceptor issues appear the have been diagnosed on our older machines. The replacement of corroded plates internal to the mechanisms appears to be a long term fix. This situation is still in testing but we believe progress is being made. Every effort is being made to ensure revenue streams as the weather changes.
   - Site prep for parking lot shelters has been planned and will occur shortly. Shelters will be ordered and installed this winter.

Attachments

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

VM3

Ground Force Training Presents

Operator Safety Series:

SNOWPLOW

One Person Plowing



PHOTO BY JAMES DOWNIE

Ground Force Training Corp. 2011

Village of Port Chester

Office of the Village Manager

Coffee with the Village Manager

Discussion Topics

October 17th, 2014

ECONOMIC DEVELOPMENT STRATEGIC PLAN: (Five Opportunity Areas)

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

TOWN OF RYE MOVE

CAPITAL IMPROVEMENT PROJECTS

- Street Paving
- Side Walks
- Sewers

PERMIT AMNESTY PROGRAM

- Extended until September 30th, 2015
- Senior Exemption Proposal

OPEN DISCUSSION

THE EMERGENCY MEDICAL SERVICES COMMITTEE
Of
The Village of Port Chester, The City of Rye and The Village of Rye Brook

Meeting 8am Thursday, October 9th 2014

AGENDA

1. **Report of the Administrator**
2. **Call Volume**
3. **Response Times**
4. **Operating budget**
5. **2015 Budget**

THE EMERGENCY MEDICAL SERVICES COMMITTEE
Of
The Village of Port Chester-The City of Rye-The Village of Rye Brook
Minutes of the Thursday, July 10th 2014 Meeting
Held at Corps Headquarters

Attendance:

Christopher Bradbury EMSC Chairman, Administrator, Village of Rye Brook
Bart DiNardo, Citizen Representative, City of Rye
Frank Culross, Manager, City of Rye
Christopher Steers, Manager, Village of Port Chester
Scott Moore, EMS Administrator, EMSC Secretary

- **Meeting called to order:** Scott Moore called the meeting to order at 8:16am.

- **April Meeting Minutes:**
  Minutes of the April meeting were approved as written by all on a motion by C. Bradbury.

- **Administrators Report:**

  - ***2014 Call Volume*:** 2014 call volume for the 2nd QTR is 2,745 up 132 calls from 2013. Administrator Moore reported response times met or exceeded parameters for all category 1, 2 & 3 calls.
    - Ninety-eight percent (98%) of priority 1 calls = 8 minutes
    - Ninety-nine percent (99%) of priority 2 calls= 12 minutes
    - Average response time for Priority 1, Priority 2 and Priority 3 calls for the year = 4 minutes 48 seconds.

  There were 17 calls in the quarter with a response time that exceeded contract parameters. Each one was reported and discussed to the satisfaction of the committee.

- ***Revenue Recovery*:** Administrator Moore reported 2014 insurance recovery for the year was as budgeted. Collections continue to go well and the increase in revenue appears consistent. The Administrator continues to work with Intermedix to maximize recovery and streamline billing.

- ***Operating Budget*:** Administrator Moore reviewed 2014 Profit & Loss and Budget vs. Actual reports, as well as the Corps Balance Sheet. 2nd QTR 2014 figures were compared with 2nd QTR 2013. The majority of income/expense lines are within budget projections. Exceptions were noted and explained.

- ***Old Business*:** The "Emergency Medical Transport Agreement" has been approved and signed by all parties. The Administrator thanked the group for facilitating its completion.

- ***New Business***: The Administrator reported that the Twig membership will now consist of a much smaller group running the Twg Antique Shop in Rye. The group will continue to fundraise for EMS but on a much smaller basis. The Twig presented the Corps with a check for $52,000.00 recently, which will be used towards the purchase a new ambulance.
- The Corps has a fundraiser held on May 17th was very successful, raising about $12,000.00 for the Corps. Thank you letters have been sent to all involved parties. The Corps plans to buy equipment with the money raised and dedicate it to the Kashchy family.

The meeting was adjourned at 9:00am.

The next meeting is scheduled for Thursday, October 9th, 2014 at 8:00am.

Respectfully submitted,



Scott T. Moore
PCRRBVAC EMS Administrator
EMSC Secretary

PORT CHESTER-RYE-RYE BROOK VOLUNTEER AMBULANCE CORPS, INC.

2014 CALL VOLUME

MONTH	CALLS		TRANSPORTS		RMA		CANCELLED CALLS		CALLS GONE MUTUAL AID		MUTUAL AID TO OTHERS		STANDBYS		2013 TOTAL	2014 TOTAL	+/-
	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014			
January	503	459	1	6	43	35	39	32	2	7	6	6	4	4	503	459	-44
February	359	355	4	10	25	39	18	23	4	2	4	9	3	0	359	355	-4
March	409	468	1	4	50	41	27	37	0	2	3	4	4	6	409	468	59
April	433	499	2	16	41	38	29	26	4	4	4	9	16	11	433	499	66
May	437	494	0	11	54	47	16	30	7	10	8	10	5	9	437	494	57
June	472	470	0	6	49	42	19	39	4	7	1	9	4	7	472	470	-2
July	499	443	0	5	58	45	30	36	9	5	6	6	6	6	499	443	-56
August	410	458	1	3	44	36	16	46	4	0	3	7	4	4	410	458	48
September	438	435	3	14	39	41	29	28	2	1	4	4	17	17	438	435	-3
October	417		4		32		26		3		3		19		417		
November	387		6		37		29		4		9		8		387		
December	410		7		33		30		2		7		5		410		
Year to Date	3,960	4,081	12	75	403	364	223	297	36	38	39	64	63	64	3,960	4,081	121
Annual Total	5,174		29		505		308		45		58		95		5,174		

Total Calls
443

Response Time Analysis

July, 2014

	Priority 1	Priority 2	Priority 3
0	1	2	0
1	2	0	0
2	18	11	1
3	27	42	2
4	37	38	3
5	24	32	3
6	35	30	1
7	34	22	6
8	21	9	3
9	6	8	1
10	1	1	0
11	3	0	1
12	0	0	0
13	0	1	0
14	0	0	0
15	0	0	0
16	0	0	0
17	0	0	0
18	0	0	0
19	0	0	0
20	0	0	1
20 +	0	0	1
Cancelled PTA	0	4	0
Mutual Aid to Us	2	3	0
Mutual Aid to Others	2	4	0
Total	213	207	23

Average Response Times:	5:16	4:54	Overall: 5:05

Dispositions	Overall
ALS	202
BLS	156
ALS RMA	12
BLS RMA	33
Additional Pt's	7
Cancelled	36
Standby's	6
	# Calls
Mutual Aid Received	5
Mutual Aid Given	6

Cancel Types	
on scene	8
PTA	4
GOA	5
Rx -> ToT	0
Lift Assists	8
No Medical	4
DOA's	6
other	1

Destinations	#	tPri1
Greenwich	268	9
White Plains	73	1
Sound Shore	4	0
West Med Cntr	10	6
Stamford	2	1
Northern West	1	0
Jacobi Med Cntr	0	0
Other Hospitals	0	0
Non-Hospital	0	0
Non Emergency Transports	5	

Total Calls
458

Response Time Analysis

August, 2014

	Priority 1	Priority 2	Priority 3
0	2	4	0
1	3	6	1
2	18	14	1
3	26	29	0
4	38	35	0
5	37	29	0
6	35	26	0
7	30	31	1
8	27	15	6
9	3	8	2
10	2	3	0
11	0	4	1
12	2	0	0
13	1	0	0
14	1	1	0
15	0	0	3
16	0	0	0
17	0	0	0
18	0	0	0
19	0	0	0
20	0	0	0
20 +	0	0	2
Cancelled PTA	1	2	0
Mutual Aid to Us	0	0	0
Mutual Aid to Others	6	2	0
Total	232	209	17

Average Response Times:	5:17	5:10	Overall: 5:14

Dispositions	Overall
ALS	219
BLS	159
ALS RMA	4
BLS RMA	32
Additional Pt's	6
Cancelled	46
Standby's	4
	# Calls
Mutual Aid Received	0
Mutual Aid Given	7

Cancel Types	
on scene	10
PTA	3
GOA	1
Rx -> ToT	0
Lift Assists	16
No Medical	8
DOA's	6
other	2

Destinations	#	tPri1
Greenwich	276	14
White Plains	79	3
Sound Shore	8	0
West Med Cntr	10	4
Stamford	4	2
Northern West	1	0
Jacobi Med Cntr	0	0
Other Hospitals	0	0
Non-Hospital	0	0
Non Emergency Transports	3	

Total Calls
435

Response Time Analysis

September, 2014

	Priority 1	Priority 2	Priority 3
0	2	6	0
1	0	0	0
2	22	10	0
3	28	30	2
4	37	41	2
5	25	37	1
6	29	31	4
7	23	18	3
8	16	13	4
9	2	5	2
10	3	5	4
11	2	2	3
12	1	0	2
13	0	0	2
14	2	0	2
15	0	0	2
16	0	0	1
17	0	0	0
18	0	1	0
19	0	0	0
20	0	0	0
20 +	0	0	1
Cancelled PTA	1	1	1
Mutual Aid to Us	0	1	0
Mutual Aid to Others	4	0	1
Total	197	201	37

Average Response Times:	5:04	5:05	Overall: 5:04

Dispositions	Overall
ALS	197
BLS	161
ALS RMA	15
BLS RMA	26
Additional Pt's	10
Cancelled	28
Standby's	17
	# Calls
Mutual Aid Received	1
Mutual Aid Given	4

Cancel Types	
on scene	7
PTA	3
GOA	2
Rx -> ToT	0
Lift Assists	7
No Medical	7
DOA's	1
other	1

Destinations	#	tPri1
Greenwich	255	6
White Plains	76	3
Sound Shore	6	1
West Med Cntr	11	2
Stamford	7	2
Northern West	0	0
Jacobi Med Cntr	0	0
Other Hospitals	2	0
Non-Hospital	1	0
Non Emergency Transports	14	

Total Calls
1336

Response Time Analysis

Quarter 3, 2014

	Priority 1	Priority 2	Priority 3
0	5	12	0
1	5	6	1
2	58	35	2
3	81	101	4
4	112	114	5
5	86	98	4
6	99	87	5
7	87	71	10
8	64	37	13
9	11	21	5
10	6	9	4
11	5	6	5
12	3	0	2
13	1	1	2
14	3	1	2
15	0	0	5
16	0	0	1
17	0	0	0
18	0	1	0
19	0	0	0
20	0	0	1
20 +	0	0	4
Cancelled PTA	2	7	1
Mutual Aid to Us	2	4	0
Mutual Aid to Others	12	6	1
Total	642	617	77

Average Response Times:	5:13	5:03	Overall: 5:08

Dispositions	Overall
ALS	618
BLS	476
ALS RMA	31
BLS RMA	91
Additional Pt's	23
Cancelled	110
Standby's	27
	# Calls
Mutual Aid Received	6
Mutual Aid Given	17

Cancel Types	
on scene	25
PTA	10
GOA	8
Rx -> ToT	0
Lift Assists	31
No Medical	19
DOA's	13
other	4

Destinations	#	tPri1
Greenwich	799	29
White Plains	228	7
Sound Shore	18	1
West Med Cntr	31	12
Stamford	13	5
Northern West	2	0
Jacobi Med Cntr	0	0
Other Hospitals	2	0
Non-Hospital	1	0
Non Emergency Transports	22	

Delayed Response Report

Quarter 3, 2014

Run #	Date	Time	Pri	RT	Area	Call Location	Delay Reason
1407015	7/2/14	7:33	1	11	PC	Interstate 95 SB @ Mile Marker 15.0	Dispatched to wrong location (I95 NB @ MM 14.0); redirected at 07:41
1407189	7/14/14	19:24	1	11	RB	WC Airport, 240 Airport Rd	Airport response from HQ
1407228	7/17/14	12:30	1	9	Rye	WestMed, 1 Theall Rd	Responded from Westchester Ave onramp to I287 in White Plains
1407253	7/18/14	16:58	1	9	Rye	Coveleigh Club, 459 Stuyvesant Ave	Distance
1407293	7/22/14	0:22	1	10	PC	15 Harbor Drive	Dispatched to wrong location (18 Lyon St); redirected at 00:27
1407294	7/22/14	0:40	1	9	Rye	22 Fairlawn St	Distance
1407327	7/24/14	12:55	1	9	Rye	Interstate 95 NB @ Mile Marker 13.1	Highway call with long response route
1407343	7/25/14	13:50	1	9	RB	WC Airport, 240 Airport Rd	Airport response from HQ
1407432	7/31/14	11:29	2	13	Rye	15 Bradford Ave	Responded from Greenwich Hospital
1407439	7/31/14	17:02	1	11	RB	WC Airport, 240 Airport Rd	Airport response from HQ
1407440	7/31/14	17:27	1	9	RB	Interstate 287 EB @ Mile Marker 10.2	Highway call with long response route
1408080	8/6/14	16:06	1	14	Rye	34 Waters Edge	Responded from Greenwich Hospital.
1408104	8/8/14	2:14	1	9	RB	226 Tree Top Crescent	
1408154	8/11/14	14:28	2	14	Rye	Playland Park, Playland Parkway	Delay obtaining specific location to respond. Location determined at 14:35.
1408206	8/15/14	5:10	1	9	Rye	45 Waters Edge	Distance.
1408235	8/17/14	14:20	1	13	Rye	Coveleigh Club, 459 Stuyvesant Ave	Crew error finging address.
1408238	8/17/14	17:20	1	10	Rye	Shenorock Shore Club, 475 Stuyvesant Ave	Distance.
1408308	8/21/14	21:50	1	12	Rye	Playland Park, Playland Parkway	Original crew flagged down while responding. Other unit responded at 21:55.
1408369	8/25/14	21:58	1	10	Rye	39 Manursing Ave	Crew reports difficulty finding address (numeric) on Manursing Ave.
1408428	8/30/14	0:01	1	12	PC	Interstate 95 SB @ Mile Marker 14.1	Dispatched to wrong location (I95 SB, mm 13.4). Redirected at 00:10.
1408441	8/30/14	23:29	1	9	RB	WC Airport, 240 Airport Rd	Airport response from HQ
1409067	9/5/14	16:18	1	10	Rye	67 Island Drive	Distance
1409068	9/5/14	17:38	1	14	RB	WC Airport, 240 Airport Rd	Airport response from HQ
1409108	9/8/14	10:01	1	9	PC	Home Depot, 150 Midland Ave	Crew delayed out door due to Oxygen tank exchange
1409178	9/12/14	17:09	1	11	RB	Interstate 287 EB @ Mile Marker 9.5	Highway response, crew redirected to proceed the wrong way on I287 EB
1409182	9/12/14	18:08	2	18	Rye	The Osborn, 101 Theall Rd	Responded with delay from Greenwich Hospital
1409205	9/14/14	7:27	1	10	Rye	IFO 107 Greenhaven Rd	Distance (Greenhaven)
1409331	9/24/14	2:58	1	9	RB	50 Doral Greens Drive West	Distance
1409343	9/25/14	1:31	1	11	RB	Doral Arrowood, 975 Anderson Hill Rd	
1409366	9/26/14	15:55	1	12	PC	PC Post Office, 245 Westchester Ave	Dispatched to wrong location, redirected at 16:05
1409371	9/26/14	22:34	1	10	Rye	845 Forest Ave	Distance
1409430	9/30/14	18:31	1	14	Rye	306 Brevoort Lane	Crew error finding address

Port Chester-Rye-Rye Brook VAC
P&L BUDGET VS ACTUAL
January through September 2014

	Jan - Sep 14	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Contribution Inc. - Restricted	10,406.01			
Contribution Income	53,694.50	60,000.00	-6,305.50	89.5%
Insurance Recovery	1,259,906.08	1,560,000.00	-300,093.92	80.8%
Interest Income	2,095.48	4,000.00	-1,904.52	52.4%
Muni. Contracts	509,850.03	679,800.00	-169,949.97	75.0%
Thruway/standby Reimbursement	12,545.00	10,000.00	2,545.00	125.5%
Total Income	1,848,497.10	2,313,800.00	-465,302.90	79.9%
Expense				
Billing Charges	93,878.37	117,000.00	-23,121.63	80.2%
Ambulance Repairs & Fuel	56,910.35	65,000.00	-8,089.65	87.6%
Association Dues/Membership F...	225.00	1,000.00	-775.00	22.5%
Building Maint	11,751.01	8,000.00	3,751.01	146.9%
Conferences & Meetings	1,019.99	1,300.00	-280.01	78.5%
Depreciatn Exp	81,900.00	110,000.00	-28,100.00	74.5%
Fundraising	3,466.00	14,000.00	-10,534.00	24.8%
Health & Safety	883.54	2,000.00	-1,116.46	44.2%
Household	5,154.85	7,000.00	-1,845.15	73.6%
Insurance	91,681.31	165,000.00	-73,318.69	55.6%
Med Supplies	40,497.57	60,000.00	-19,502.43	67.5%
Miscellaneous	3,513.32	5,000.00	-1,486.68	70.3%
Office Supplies	11,463.43	14,000.00	-2,536.57	81.9%
Payroll	1,272,370.33	1,678,200.00	-405,829.67	75.8%
Professional Fees	14,150.00	14,000.00	150.00	101.1%
Training/Recrtmnt & Retentn	3,326.37	7,000.00	-3,673.63	47.5%
Taxes	802.31	1,300.00	-497.69	61.7%
Telephone & Communications	14,946.41	14,000.00	946.41	106.8%
Uniforms	10,049.25	10,000.00	49.25	100.5%
Utilities	16,766.68	20,000.00	-3,233.32	83.8%
Total Expense	1,734,756.09	2,313,800.00	-579,043.91	75.0%
Net Ordinary Income	113,741.01	0.00	113,741.01	100.0%
Net Income	**113,741.01**	**0.00**	**113,741.01**	**100.0%**

Port Chester-Rye-Rye Brook VAC
P&L PREV YR. COMP
January through September 2014

	TOTAL			
	Jan - Sep 14	Jan - Sep 13	$ Change	% Change
Ordinary Income/Expense				
Income				
Contribution Inc. - Restricted	10,406.01	0.00	10,406.01	100.0%
Contribution Income	53,694.50	56,962.54	-3,268.04	-5.74%
Insurance Recovery	1,259,906.08	1,386,594.98	-126,688.90	-9.14%
Interest Income	2,095.48	3,370.48	-1,275.00	-37.83%
Muni. Contracts	509,850.03	509,850.03	0.00	0.0%
Sale of Ambulance/equipment	0.00	40,000.00	-40,000.00	-100.0%
Thruway/standby Reimbursement	12,545.00	11,565.00	980.00	8.47%
Total Income	1,848,497.10	2,008,343.03	-159,845.93	-7.96%
Expense				
Billing Charges	93,878.37	94,699.21	-820.84	-0.87%
Ambulance Repairs & Fuel	56,910.35	46,420.74	10,489.61	22.6%
Association Dues/Membership Fee	225.00	470.00	-245.00	-52.13%
Building Maint	11,751.01	9,646.90	2,104.11	21.81%
Conferences & Meetings	1,019.99	495.09	524.90	106.02%
Depreciatn Exp	81,900.00	81,900.00	0.00	0.0%
Fundraising	3,466.00	618.80	2,847.20	460.12%
Health & Safety	883.54	1,797.90	-914.36	-50.86%
Household	5,154.85	3,497.47	1,657.38	47.39%
Insurance	91,681.31	88,722.73	2,958.58	3.34%
Med Supplies	40,497.57	46,855.86	-6,358.29	-13.57%
Miscellaneous	3,513.32	3,715.03	-201.71	-5.43%
Office Supplies	11,463.43	10,150.78	1,312.65	12.93%
Payroll	1,272,370.33	1,151,101.66	121,268.67	10.54%
Professional Fees	14,150.00	13,150.00	1,000.00	7.61%
Training/Recrtmnt & Retentn	3,326.37	1,660.86	1,665.51	100.28%
Taxes	802.31	667.45	134.86	20.21%
Telephone & Communications	14,946.41	11,613.27	3,333.14	28.7%
Uniforms	10,049.25	8,038.50	2,010.75	25.01%
Utilities	16,766.68	12,359.55	4,407.13	35.66%
Total Expense	1,734,756.09	1,587,581.80	147,174.29	9.27%
Net Ordinary Income	113,741.01	420,761.23	-307,020.22	-72.97%

Port Chester-Rye-Rye Brook VAC
Balance Sheet Comp. Short
As of September 30, 2014

	Sep 30, 14	Sep 30, 13	$ Change
ASSETS			
Current Assets			
Checking/Savings			
Cash in Banks - Restricted	466,308.78	520,496.50	-54,187.72
Cash In Banks - Operating	1,751,128.63	1,568,892.74	182,235.89
Total Checking/Savings	2,217,437.41	2,089,389.24	128,048.17
Total Current Assets	2,217,437.41	2,089,389.24	128,048.17
Fixed Assets			
Ambul., Equipt & Building, Net	383,399.08	530,571.13	-147,172.05
Total Fixed Assets	383,399.08	530,571.13	-147,172.05
TOTAL ASSETS	**2,600,836.49**	**2,619,960.37**	**-19,123.88**
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Other Current Liabilities			
Payroll Related Liabilities	-1,610.71	0.00	-1,610.71
Total Other Current Liabilities	-1,610.71	0.00	-1,610.71
Total Current Liabilities	-1,610.71	0.00	-1,610.71
Total Liabilities	-1,610.71	0.00	-1,610.71
Equity			
Net Assets - Temp. Restricted	270,803.18	270,803.18	0.00
Net Assets - Unrestricted	2,214,246.46	1,738,319.31	475,927.15
Net Income	117,397.56	610,837.88	-493,440.32
Total Equity	2,602,447.20	2,619,960.37	-17,513.17
TOTAL LIABILITIES & EQUITY	**2,600,836.49**	**2,619,960.37**	**-19,123.88**

Calendar Year budgets	2014 budget	2015 Prpsd Budget	$ Change
Ordinary Income			
Contribution Income	$60,000.00	$60,000.00	$0.00
Insurance Recovery	$1,560,000.00	$1,638,000.00	$78,000.00
Interest Income	$4,000.00	$3,000.00	-$1,000.00
Municipal Contracts	$679,800.00	$679,800.00	$0.00
Standbys/Thruway	$10,000.00	$20,000.00	$10,000.00
Total Income	**$2,313,800.00**	**$2,400,800.00**	**$87,000.00**
Expense			
Ambulance Repair & Fuel	$65,000.00	$65,000.00	$0.00
Assoc Dues/ Memb Fee	$1,000.00	$1,000.00	$0.00
Billing Expenses	$117,000.00	$123,000.00	$6,000.00
Building Maintenance	$8,000.00	$9,000.00	$1,000.00
Conference & Meetings	$1,300.00	$1,300.00	$0.00
Depreciation Expense	$110,000.00	$110,000.00	$0.00
Fundraising	$14,000.00	$15,000.00	$1,000.00
Health & Safety	$2,000.00	$2,000.00	$0.00
Household	$7,000.00	$7,000.00	$0.00
Insurance	$165,000.00	$165,000.00	$0.00
Medical Supplies	$60,000.00	$60,000.00	$0.00
Miscellaneous	$5,000.00	$5,000.00	$0.00
Office Supplies	$14,000.00	$14,000.00	$0.00
Payroll	$1,678,200.00	$1,753,200.00	$75,000.00
Professional Fees	$14,000.00	$14,000.00	$0.00
Recruitment and Retention	$7,000.00	$7,000.00	$0.00
Taxes	$1,300.00	$1,300.00	$0.00
Telephone & Comm	$14,000.00	$16,000.00	$2,000.00
Uniforms	$10,000.00	$12,000.00	$2,000.00
Utilities	$20,000.00	$20,000.00	$0.00
Total Expenses	**$2,313,800.00**	**$2,400,800.00**	**$87,000.00**

PORT CHESTER-RYE-RYE BROOK VOLUNTEER AMBULANCE CORPS, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2013 AND 2012

PORT CHESTER-RYE-RYE BROOK
VOLUNTEER AMBULANCE CORPS, INC.
DECEMBER 31, 2013 AND 2012

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C & B

CAPUTO & BONCARDO CPAs PC

CERTIFIED PUBLIC ACCOUNTANTS

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Rocco Caputo, CPA
Nicholas J. Boncardo, CPA
Antonio Braccia, CPA
Vincent D. Caputo

INDEPENDENT AUDITORS' REPORT

Board of Directors
Port Chester-Rye-Rye Brook
Volunteer Ambulance Corps, Inc.
Port Chester, NY 10573

We have audited the accompanying financial statements of the Port Chester-Rye-Rye Brook Volunteer Ambulance Corps, Inc. (a nonprofit corporation) which comprise the statements of financial position as of December 31, 2013 and 2012, and the related statements of revenue and support, expenses and changes in net assets-cash basis, functional expenses - cash basis, and cash flows - cash basis for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statement

Management is responsible for the preparation and fair presentation of these financial statements in accordance with United States generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

As described in Note 2, these financial statements were prepared on the modified cash basis, which is a comprehensive basis of accounting other than generally accepted accounting principles.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with United States generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Port Chester-Rye-Rye Brook Volunteer Ambulance Corps, Inc. as of December 31, 2013 and 2012, and the results of its revenue and support, expenses and changes in net assets, functional expenses, and cash flows for the years then ended, on the basis of accounting described in Note 2.

Caputo & Boncardo CPAs P.C.

CAPUTO & BONCARDO, CPAs P.C.
Rye Brook, New York
May 7, 2014

PORT CHESTER-RYE-RYE BROOK
VOLUNTEER AMBULANCE CORPS, INC.
STATEMENTS OF ASSETS, LIABILITIES AND NET ASSETS - CASH BASIS
FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012

ASSETS

	2013	2012
Current assets:		
Cash and equivalents	$2,020,195	$1,396,652
Total current assets	2,020,195	1,396,652
Property and equipment, at cost:		
Land	60,600	60,600
Building and improvements	296,318	278,818
Ambulances	803,637	996,765
Automobiles	76,973	76,973
Furniture & fixtures	8,628	7,405
Equipment	735,550	683,220
	1,981,706	2,103,781
Less accumulated depreciation	1,516,853	1,491,311
Total property and equipment	464,853	612,470
Total assets	$2,485,048	$2,009,122

LIABILITIES AND NET ASSETS

Net assets		
Unrestricted	$2,014,045	$1,738,319
Temporarily restricted	471,003	270,803
Restricted	-	-
	2,485,048	2,009,122
Total liabilities and net assets	$2,485,048	$2,009,122

See independent auditors' report
and notes to financial statements.

PORT CHESTER-RYE-RYE BROOK
VOLUNTEER AMBULANCE CORPS, INC.
STATEMENTS OF REVENUE AND SUPPORT, EXPENSES
AND CHANGES IN NET ASSETS-CASH BASIS
FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012

	2013				2012			
	Unrestricted	Temporarily restricted	Restricted	Totals	Unrestricted	Temporarily restricted	Restricted	Totals
Revenue and support:								
Ambulance service contract	$ 679,800	$ -	$ -	$ 679,800	$ 679,800	$ -	$ -	$ 679,800
Fees for services	1,802,809	-	-	1,802,809	1,295,463	-	-	1,295,463
Fees for local transportation	-	-	-	-	-	-	-	-
Public contributions and grants	80,488	200,700	-	281,188	67,683	245,531	-	313,214
Standby fees	14,485	-	-	14,485	6,705	-	-	6,705
Sale of assets	40,000			40,000	9,000			9,000
Miscellaneous Income				-	7,713			7,713
Interest	4,387	-	-	4,387	5,048	-	-	5,048
Revenue and support	2,621,969	200,700	-	2,822,669	2,071,412	245,531	-	2,316,943
Net assets released from restriction	500	(500)	-	-	244,430	(244,430)	-	-
Total revenue and support	2,622,469	200,200	-	2,822,669	2,315,842	1,101	-	2,316,943
Expenses:								
Program services	2,238,806	-	-	2,238,806	2,112,624	-	-	2,112,624
Management and general	93,614	-	-	93,614	146,125	-	-	146,125
Fundraising	14,323	-	-	14,323	13,034	-	-	13,034
Total expenses	2,346,743	-	-	2,346,743	2,271,783	-	-	2,271,783
Increase (decrease) in net assets	275,726	200,200	-	475,926	44,059	1,101	-	45,160
Net assets, beginning of year	1,738,319	270,803	-	2,009,122	1,694,260	269,702	-	1,963,962
Net assets, end of year	$ 2,014,045	$ 471,003	$ -	$ 2,485,048	$ 1,738,319	$ 270,803	$ -	$ 2,009,122

See independent auditors' report and notes to financial statements.

PORT CHESTER-RYE-RYE BROOK
VOLUNTEER AMBULANCE CORPS, INC.
STATEMENTS OF FUNCTIONAL EXPENSES-CASH BASIS
FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012

	2013				2012			
	Program Service	Management and general			Program Service	Management and general		
	Life support and transport	Administration	Fundraising	Total expenses	Life support and transport	Administration	Fundraising	Total expenses
Salaries	$ 1,310,817	$ 40,924	$ -	$ 1,351,741	$ 1,268,379	$ 75,349	$ -	$ 1,343,728
Payroll taxes	100,905	3,500	-	104,405	90,416	7,500	-	97,916
Employee benefits	146,320	2,000	-	148,320	126,341	9,276	-	135,617
Insurance	128,572	15,000	-	143,572	137,993	12,000	-	149,993
Medical billing	124,807	-	-	124,807	-	-	-	-
Ambulance repairs and fuel	65,871	-	-	65,871	87,134	-	-	87,134
Utilities	11,438	5,000	-	16,438	16,288	5,000	-	21,288
Building maintenance	17,558	-	-	17,558	20,563	-	-	20,563
Medical supplies	61,754	-	-	61,754	56,246	-	-	56,246
Telephone and communications	12,642	3,500	-	16,142	14,304	3,000	-	17,304
Office expense	4,915	10,000	-	14,915	5,813	25,000	-	30,813
Professional fees	-	13,690	-	13,690	9,001	9,000	-	18,001
Depreciation	218,670	-	-	218,670	217,999	-	-	217,999
Recruitment and retention	6,170	-	-	6,170	7,555	-	-	7,555
Uniforms	11,991	-	-	11,991	36,001	-	-	36,001
Meeting and conferences	814	-	-	814	3,035	-	-	3,035
Fundraising expense	-	-	14,323	14,323	-	-	13,034	13,034
Payroll processing	7,218	-	-	7,218	7,404	-	-	7,404
Miscellaneous	8,344	-	-	8,344	8,152	-	-	8,152
Total expenses	$ 2,238,806	$ 93,614	$ 14,323	$ 2,346,743	$ 2,112,624	$ 146,125	$ 13,034	$ 2,271,783

See independent auditors' report and notes to financial statements.

PORT CHESTER-RYE-RYE BROOK
VOLUNTEER AMBULANCE CORPS, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012

	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase (Decrease) in net assets	$ 475,926	$ 45,160
Adjustments to reconcile increases in net assets to net cash provided by operating Activities:		
Gain on sale of assets	(40,000)	(9,000)
Depreciation and amortization expense	218,670	217,999
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:	654,596	254,159
CASH FLOWS FROM INVESTING ACTIVITIES:		
Investments in property and equipment	(71,053)	(206,498)
Proceeds from sale of assets	40,000	9,000
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES:	(31,053)	(197,498)
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS:	623,543	56,661
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR:	1,396,652	1,339,991
CASH AND CASH EQUIVALENTS AT END OF YEAR:	$2,020,195	$1,396,652
SUPPLEMENTAL DISCLOSURES:		
Interest paid	$ -	$ -
Income taxes paid	$ -	$ -

See independent auditors' report
and notes to financial statements.

NOTE 1 - ORGANIZATION:

The Port Chester-Rye-Rye Brook Volunteer Ambulance Corps, Inc. (PCRRBVAC) was incorporated in 1968 as a nonprofit organization that provides emergency medical assistance and ambulance service in the Villages of Port Chester and Rye Brook and the City of Rye, New York. PCRRBVAC is a New York State Certified "Advanced Life Support Provider." Its operations are funded primarily by billings for advanced life support services, an annual contract with the three municipalities to provide emergency service, and public contributions.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Basis of accounting
PCRRBVAC prepares its financial statements on the modified cash basis of accounting which is a comprehensive basis of accounting other than Generally Accepted Accounting Principles; consequently, revenues are recognized when received rather than when earned, and expenses are recognized when paid rather than when the obligation is incurred. Modifications to the cash basis of accounting include recording property and equipment and depreciation of those assets and accruing for payroll taxes.

Basis of presentation
The accompanying financial statements have been prepared in conformity with the disclosure requirements of the Financial Accounting Standards Board (FASB) as set forth in Statement of Financial Accounting Standards No. 117, Financial Statements of Not-For-Profit Organizations. Accordingly, the net assets of the Organization are reported in each of the following three classes: (a) unrestricted net assets, (b) temporarily restricted net assets, (c) permanently restricted net assets.

Unrestricted net assets
Unrestricted net assets are assets currently available for use by the Organization and are not subject to donor imposed stipulations.

Temporarily restricted net assets
The temporarily restricted net assets are those stipulated by donors for specific operating purposes or the acquisition of property and equipment; or those not currently available for use until commitments regarding their use have been fulfilled or lifetime beneficiary interests have ceased.

Permanently restricted net assets
Permanently restricted net assets are those contributed with donor stipulations that they be held in perpetuity with use of income for unrestricted or temporarily restricted purposes.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued):

Cash and equivalents
For financial statement purposes, the Organization considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. Cash equivalents are carried at cost, which approximates market value.

Investments
Under FAS No. 124 investments are stated at market value except real estate which is stated at cost. Net appreciation (depreciation) in the fair value of investments, which consist of the realized gains or losses and the unrealized appreciation (depreciation) on those investments, is shown in the statement of activities.

Revenue recognition
PCRRBVAC has annual contracts with the Villages of Port Chester and Rye Brook and the City of Rye to provide emergency ambulance service.

PCRRBVAC bills patients and insurance companies for all emergency ambulance calls. Service fee revenue is recognized when received.

Public contributions are solicited by a direct mail campaign and are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions, in accordance with FAS No. 116.

Property and equipment
Property and equipment are stated at cost. Depreciation is provided over the estimated useful lives of the assets on a straight-line basis as follows:

Vehicles	5 years
Equipment	5-10 years
Building and improvements	10-25 years

Donated services
No amounts are reflected in the financial statements for donated services because no objective basis has been established to measure the value for such services.

Fair value of financial instruments
The Board of Directors believes that the Organization's carrying value of its financial instruments is a reasonable estimate of their fair value.

Use of estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising expenses
Advertising expenses are expensed when incurred.

NOTE 3 - EQUIPMENT LEASE:

The Organization leases certain office equipment. Under the terms of the leases, the future minimum annual rental payments required at December 31, 2013 are as follows:

Year Ending December 31	Amount
2014	$ 2,076
	$ 2,076

Rental expense for the leases for the years ended December 31, 2013 and 2012 (included in various expense accounts) was $2,076 and $2,268, respectively.

NOTE 4 - EMPLOYEE BENEFIT PLAN:

The Organization has a 403(b) salary deferral plan, whereby eligible employees may voluntarily contribute a percentage of their compensation. The Organization has the option of making an annual discretionary match of each employee's contribution to the plan up to a predetermined limit. The Organization made a matching contribution of $2,860 and $2,099 for the years ended December 31, 2013 and 2012, respectively.

NOTE 5 - RECLASSIFICATION:

In order to facilitate the comparison of the financial statements, certain amounts reported in the prior year comparative totals have been reclassified to conform with the current year presentation.

NOTE 6 - TAX STATUS:

The Organization has a determination from the Internal Revenue Service as an organization exempt from taxes under Section 501(c)(3) of the Internal Revenue Code.

NOTE 7 - SUBSEQUENT EVENTS:

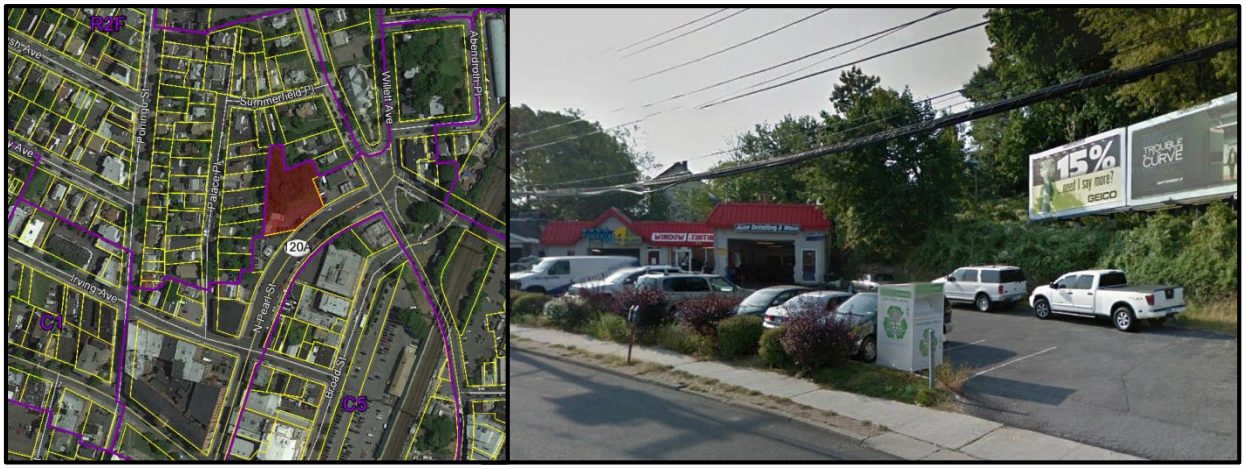
In accordance with ASB ASC 855 10 (SFAS No.165, "Subsequent Events"), the Company has assessed subsequent events in these annual financial statements through May 7, 2014, the date the financial statements were available to be issued to determine if they must be reported.

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
Jesica Youngblood, MCP, Planner
Kevin Selig, Assistant Planner
Constance Phillips, Planning Commission Secretary

To: Chairman Scarola and Planning Commissioners
From: Christopher Gomez, AICP, Director of Planning & Development
Jesica Youngblood, MCP, Planner
Re: October 27, 2014 Planning Commission Meeting Comment Memorandum
CC: C. Steers, T. Cerreto, P. Miley, D. Rotfeld, C. Phillips
Date: October 27, 2014

4. 120 North Pearl Street – (Case # 2014-0102)



Section, Block, Lot: 142.22-2-62
Zoning District: C2 Main Street Business District
Lot size: 28,753 sq. ft., .66 acres
Owner/Applicant: AGD North Pearl, LLC

Project Overview:

The proposal includes the demolition of an existing auto-glass repair facility and construction of a 5-story, 50-unit market rate residential development at 120 North Pearl Street between Irving Avenue and King Street. The 28,753 sq. ft. site is located in the C2 Main Street Business District where multi-family dwellings are permitted by special exception use permit under Planning Commission jurisdiction.

Applicant is proposing a residential unit mixture of 15 studios, 26 one-bedrooms and 9 two bedrooms to be served by 46 onsite parking spaces integrated in an internal parking structure both below and above grade. No onsite parking is required for residential use in the C2 District and the proposal for only 46 spaces equates to a parking/unit ratio of only .92, exhibiting the applicant's expectation that potential residents will be attracted to the site's proximate location to the train station and the Village's overall walkability.

The building itself will feature a two-story height entry lobby lounge and recreation area, mezzanine and fitness center as well as outdoor concrete patio spaces, wooden deck and wading pool at the rear of the building at the site's western frontage.

Applicant has also submitted a traffic impact study prepared by TRC Engineers (dated March 13, 2014), school children analysis prepared by AKRF (dated March 20, 2014), and storm water pollution prevention plan prepared by Catizone Engineering, P.C. (dated March 3, 2014) for village planning and engineering review pursuant to infrastructure capacity certification requirements for all multi-family special exception uses.

The Planning Commission previously adopted a SEQRA Negative Declaration and granted site plan approval for the site on September 26, 2011 for a 5 story mixed use building containing 25 dwelling units, 1,293 square feet of office space on the first floor, 45 off-street parking spaces, stormwater management facilities, retaining walls, landscaping, site lighting and associated sidewalk improvements.

Zoning Compliance Review:

The attached Zoning Compliance Form signed by the Village Building Inspector certifies that the proposed project meets all required use, bulk and dimensional regulations of the C2 Main Street Business District (setbacks, Floor Area Ratio, minimum lot area, usable open space, height) *except* for the lot area per dwelling unit requirement of 750 square feet. The existing 28,753 sq. ft. site permits 38 dwelling units (28,753 sqft/750 sqft) as-of-right, or 12 units less than proposed.

As such, applicant is seeking referral to the Village Board of Trustees to obtain a special permit pursuant to §345-16C.(2) Bonus Floor Area Option of the Village Zoning Code (see italicized text below) to reduce the Lot Area Per Dwelling unit requirement from 750 square feet to 575 square feet, thus enabling construction of the 50 proposed dwelling units.

> §345-16C.(2) *"In the C2 Main Street business, C5 Train Station Mixed use, C5T Downtown Mixed Use Transitional, and DW2 Downtown Design Waterfront Districts, a reduction in the minimum size of lot: area per dwelling unit (square feet) can also be achieved in accordance with this section and the Schedule of Regulations for Nonresidence Districts, Attachment 3B."*

The Board of Trustees must grant said special permit in exchange for payment, calculated at a minimum of 15% of the assessed value of the bonus floor area as determined by the Town Assessor, into either an open space, downtown parking, or housing rehabilitation fund as defined in §345-16C. It is important to note that applicant is not seeking additional Floor Area Ratio

(FAR) as part of the bonus, as the 2.3 FAR proposed is well within the as-of-right 3.2 maximum permitted in the C2 Main Street Business District.

Further, the sole variance required from the Zoning Board of Appeals is for relief from Special Exception Criteria §345-61Q.(2) Multifamily Dwelling (text italicized below) which requires a minimum distance of 500 feet from single or two-family zoning districts:

> *"The minimum distance from a two-family or single-family zoning district boundary shall be 500 feet, except that in the foregoing restriction shall not apply to the development which, in the discretion of the Planning Commission meet the following criteria: a) proposed site to be not less than one acre; b) roadways, circulation and site access are adequate; c) there are utility and other services sufficient to meet the requirements of the site."*

The rear of the project site immediately abuts the R2F Two-Family Residence District of Palace and Summerfield Place, a neighborhood which was rezoned from RA3 Multi-Family Residence by the Board of Trustees in March 2013, the reason why the previously approved site plan for the parcel in 2011 did not require such a variance.

Comprehensive Plan Consistency:

The project is consistent with the adopted comprehensive plan's vision to focus small unit, residential growth and development in the downtown as a means of relieving development pressures and preserving the single family neighborhood character.

The proposal fits the comprehensive plan's goal to attract true transit oriented development (TOD) to the downtown by virtue of its proximity to the Metro-North train station, proposed unit mix in which 82% of the units are studios or one-bedroom, luxury amenities, and proposed price points. More salient, only 46 onsite parking spaces are proposed for the 50 dwelling units (.92 parking spaces per unit ratio), further indicating the applicant's commitment to attract a transit commuter demographic in furtherance of the plan's goals and in line with the Village's sustainable urban fabric.

SEQRA Classification:

The project is classified an unlisted action pursuant to SEQRA. Applicant has submitted Part I of a Full Environmental Assessment Form for agency review. Due to the need for a special permit from the Board of Trustees regarding §345-16C(2), it is advisable that the project proceed through the SEQRA process via an uncoordinated review. In that instance, separate SEQRA determinations of significance must be adopted by each approval agency.

Required Approvals

- Special Permit pursuant to §345-16 (Board of Trustees)
- Minimum distance variance (Zoning Board of Appeals)
- SEQRA Determination (Board of Trustees and Planning Commission)

- Multi-Family Special Exception Use Permit (Planning Commission)
- Site Plan (Planning Commission)

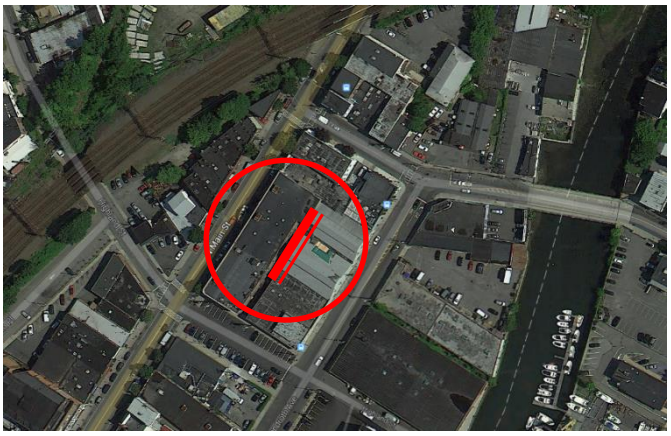
Next Steps

Applicant received Findings of Fact from the Zoning Board of Appeals granting the required minimum distance variance at their July 17, 2014 meeting. A site visit to review traffic concerns raised by the Commission was conducted on August 8, 2014 with both the Village and Applicant's traffic engineer present. Applicant appeared before the Board of Trustees for a public hearing regarding the required density bonus under provisions of §345-16 on October 20, 2014. Based on the independent appraisal commissioned by the Town of Rye Assessor, the proposed 50 unit building fair market value is $5,800,000 versus the as-of-right 38 unit fair market value of $4,530,000. The Board of Trustees closed the public hearing on October 20, 2014 and requested that staff draft both a SEQRA Negative Declaration and approval resolution granting the requested density bonus of 12 units in exchange for 15% of the assessed value of the bonus floor area ($190,500) to be used towards one of the three public benefit funds (housing rehabilitation, downtown parking garage, and/or open space) pursuant to §345-16. A subsequent public workshop set for November 3, 2014 will determine to which fund(s) the payment will be dedicated per §345-16.

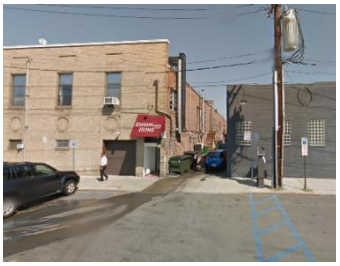
Pending additional public comments, and incorporation of appropriate traffic measures if required, the Planning Commission can consider closing the public hearing and adopting a SEQRA Negative Declaration, Multi-family Special Exception approval and conditional Site Plan approval contingent upon granting of the requisite density bonus by the Board of Trustees.

Continue to next page

5. 163 N Main Street | 20-30 Abendroth | 175-179 N Main Street 2014-0109







Section, Block, Lots: 142.23-2-25, 142.23-2-29, 142.23-2-28
Zoning District: C2 Main Street Business District
Lot size: 1.10 acres (combined)
Owner: Marvin Wildenberg Associates
Applicant: Tarry Market-Gateway

Project Overview:

Applicant is proposing to create a new entrance and pedestrian connection between the recently approved Tarry Parking lot (20-30 Abendroth Avenue) and Tarry Market (175-179 North Main Street) via the existing rear alleyway and structure of the abutting 163 North Main Street property. Applicant will enter a long-term lease with 163 North Main Street for use of the alleyway and 648 square foot entrance vestibule that will serve Tarry Market as secondary cashier's space and shopping cart storage.

The proposal will also amend the Tarry Parking site plan to relocate handicap parking and to reduce the approved lot capacity from 36 to 35 spaces in order to create pedestrian entranceway to the alley.

Note 1: The proposal affects three properties - 163 North Main Street, 175-179 North Main Street and 20-30 Abendroth Avenue – as site plan amendments.

Note 2: Site plan approval for 20-30 Abendroth Avenue to construct a 36–space parking lot for Tarry Market was approved on September 24, 2012.

Applicant has submitted additional drawings (revision date August 5, 2014) depicting the entire Tarry Market parking lot currently under construction including the removal of one parking space, rearrangement of handicapped spaces, and flush transition from parking lot to alleyway entrance as requested by the Village Engineer.

General Operations:

As indicated on the Project Proposal Form (PPF) provided and subsequent pre-submission meetings with Planning Staff:

- Legal agreement exists between property owner and applicant to allow use of 163 N Main Street property
- No new employees will result from the proposed action
- No impact to traffic patterns, circulation
- New lighting provided for alleyway
- No increase to impervious surfaces
- Site fully connected to Village storm and sewer systems
- One parking space will be removed from parking lot at 20-30 Abendroth Ave

Zoning Compliance Review:

The attached Zoning Compliance Form completed and certified by the Village Building Inspector indicates that the proposed vestibule area for Tarry Market at 163 North Main Street is accessory to existing business operations at 175-179 N Main Street and is a permitted use in the C2 Main Street Business District.

SEQRA Classification:

No environmental review is required as the Proposal is classified as a Type II Action under SEQRA.

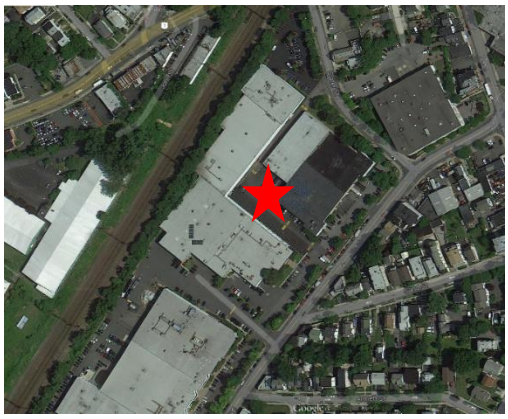
Required Approvals:

- Site plan approval (Planning Commission)

Next Steps:

Pending any significant public comments, the Commission may consider closing the public hearing and adopt the enclosed site plan resolution. Site plan approval documents encompass all parcels affected by the proposed project.

6. 8 Slater Street (Case #2014-0110)





Section, Block, Lot: 142.46-1-6
Zoning District: M2 General Industrial District
Lot size: 2.29 acres
Owner: WV/LH 8 Slater Street, LLC
Applicant: BMW/Penske Automotive Group

Project Overview:

Applicant is proposing to expand vehicular warehouse capacity at 8 Slater Street directly related to BMW services at 110 Midland Avenue. The site is 2.29 acres and is zoned M2 General Industrial where warehouse use is permitted. The Applicant proposes to construct a steel, second-floor storage space (19,368 square feet) capable of housing approximately 90 cars, which will increase the current storage capacity in the Applicant's portion of the existing building to approximately 200 cars (40,529 square feet). The building – and proposed use – will be strictly used for vehicular storage with no employees retained on-site and no customers entering the area. There will be no exterior work and no change to the footprint of the building. Additional storage capacity will reduce vehicle movements between operations at 8 Slater Street, 110 Midland Ave, and local BMW dealerships.

General Operations:

As indicated on the Project Proposal Form (PPF) provided and subsequent pre-submission meetings with Planning Staff:

- No employees presently on-site; no new employees proposed
- Overall reduction of traffic
- No increase to impervious surfaces
- Site fully connected to Village storm and sewer systems
- The hours of operation will not change

Zoning Compliance Review:

The attached Zoning Compliance Form completed and certified by the Village Building Inspector indicates that the proposed warehouse use at 8 Slater Street is a permitted use in the M2 General Industrial District. Applicant must seek a variance for three (3) off-street truck loading spaces from the Zoning Board of Appeals.

SEQRA Classification:

The Proposal is classified as an Unlisted Action under SEQRA requiring and environmental determination before board action.

Required Approvals:

- Site plan approval (Planning Commission)
- SEQRA Compliance (Planning Commission)
- Three (3) off-street truck loading space variance (Zoning Board of Appeals)

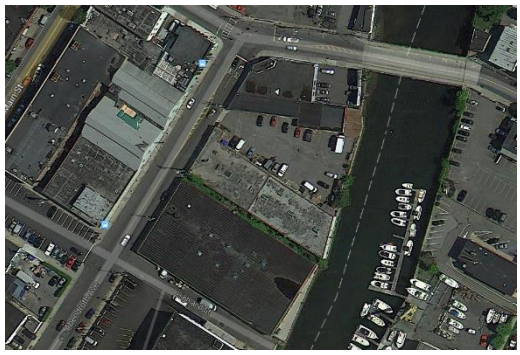
Next Steps:

Applicant received required variance from the Zoning Board of Appeals at their October 16, 2014 meeting for the required three (3) off-street truck loading spaces. The Planning Commission may consider closing the Public Hearing pending any significant public comments or significant engineering issues and direct staff to draft the site plan approval resolution for the November 24, 2014 meeting.

Continue to next page

7. 21 Abendroth Avenue (Case #2014-0111)





Section, Block, Lot: 142.23-2-11
Zoning District: DW2 Downtown Design Waterfront District
Lot size: 0.83 acres
Owner: Empire 21 LLC
Applicant: The Shade Store, LLC

Project Overview:

Applicant is seeking a site plan amendment to utilize the existing approved parking lot at 21 Abendroth (The Shade Store) for shared parking after business hours. No other changes to the existing retail operation or site plan are proposed.

General Operations:

As indicated on the Project Proposal Form (PPF) provided and subsequent pre-submission meetings with Planning Staff:

- No employees presently on-site; no new employees proposed
- No increase to impervious surfaces
- Site fully connected to Village storm and sewer systems
- The hours of operation of the existing retail use will not change

Zoning Compliance Review:

The attached Zoning Compliance Form completed and certified by the Village Building Inspector indicates that the proposed shared parking use is permitted in the DW2 Downtown Design Waterfront but requires an approval from the Zoning Board of Appeals per §345-14 B(7) of the Village Zoning Code.

SEQRA Classification:

The Proposal is considered a type II Action under SEQRA; therefore no further environmental analysis is required.

Required Approvals:

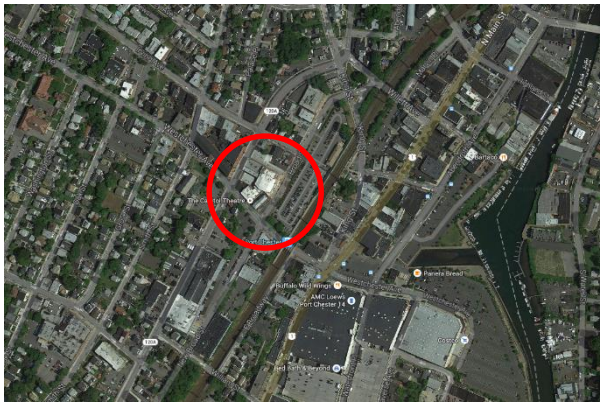
- Site plan approval (Planning Commission)
- Shared parking approval §345-14 B(7) (Zoning Board of Appeals)

Next Steps:
No additional materials received.

Continue to next page

8. 145/149-151 Westchester Avenue - Capitol Theatre (Case # 2014-0108)





Section, Block, Lots: 142.30-2-19, 142.30-2-20
Zoning District: C5 Train Station Mixed Use
Lot size: 0.5 acres
Owner: Capitol Theatre LLC
Applicant: Capitol Enterprises Inc.

Project Overview:

Applicant is seeking specific amendments to the Site Plan approval granted by the Planning Commission on March 25, 2013 for the Capitol Theatre expansion and lobby bar improvements. The applicant seeks removal of the following conditions imposed in the resolution of approval to "enhance the economic viability of the The Capitol Theatre as well as the functional day to day operations". Village Staff met with the Applicant's legal counsel On August 20, 2014 to review the conditions the Applicant seeks for dismissal or amendment as requested by the Planning Commission. Staff comments provided in red italic text below:

Condition #8 – "The applicant shall execute a license, easement or other measure, as required by the Village Attorney, to allow for the installation of the material lift within the Broad Street right-of-way."

Agreement is currently being negotiated between the applicant and Village Attorney.

Condition #9 – **"**The applicant has obtained the use of 412 parking spaces, through fee ownership and private lease agreements. The applicant shall annually certify to the Building Department that these private parking spaces remain available for use by the Capitol Theatre."

No certification of fee ownership or lease agreements for the use of 412 parking spaces has been provided to date. Applicant is seeking a parking variance form the Zoning Board of Appeals from this provision.

Condition #10 –The applicant shall be responsible for implementing the following traffic and parking mitigation measures:

- The applicant will work with the Village to establish a permanent pick-up/drop-off location in the vicinity of the Site.

  Retain condition but remove the word "permanent."

- The Capitol should allocate manpower to ensure proper safety at pedestrian crossings and traffic control during events, as necessary.

  Awaiting report from Police Chief regarding use of off-duty police officers per August 4, 2014 staff meeting. Village Attorney to have additional meeting with insurance company regarding liability issues associated with removal of this condition.

- The Capitol should consider providing an option to pre-pay for parking at certain locations.

  Remove condition.

- The pedestrian crosswalks along Westchester Avenue shall be repainted in conjunction with future Village improvements.

  Remove condition. Restriping of crosswalks to be completed as part of G&S, Village, and Telco agreement for Westchester Avenue improvements.

Zoning Compliance Review:

The attached Zoning Compliance Form completed and certified by the Village Building Inspector indicates that the proposed use as "theatre" is a permitted use in the C5 Train Station Mixed Use District. The Building Inspector has calculated that 412 off-street parking spaces are required base on occupancy loads of the theatre and lobby bar where none are provided, therefore applicant is seeking a variance for 412 off-street parking spaces from the Zoning Board of Appeals.

SEQRA Classification:

Proposal is classified as an Unlisted Action under SEQRA therefore an environmental determination is required before Commission action.

Required Approvals

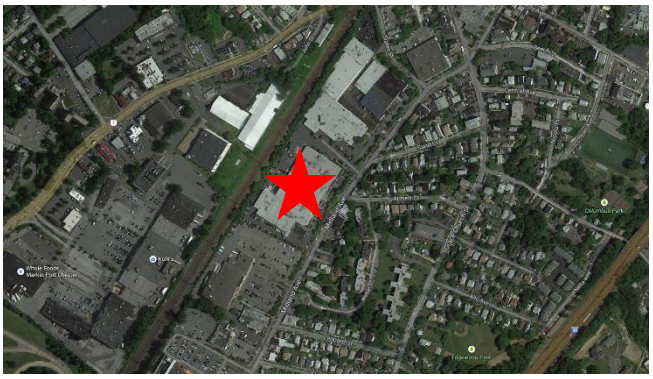
- Site Plan Approval (Planning Commission)
- Off-street Parking Variance (Zoning Board of Appeals)

Next Steps

Applicant appeared before the Zoning Board of Appeals on September 18, 2014 and October 16, 2014. At the October 16, 2014 Zoning Board of Appeals meeting, the Applicant requested to amend the parking variance required for the application.

Continue to next page

9. 110 Midland Avenue (Case #2014-0112)







Section, Block, Lot: 142.46-1-1
Zoning District: M2 General Industrial District
Lot size: 6.2 acres
Owner: GTJ REIT, Inc.
Applicant: PAG Greenwich B1, LLC (dba BMW Service Center)

Project Overview:

Applicant is seeking to replace the originally installed interior hand carwash area with an automated car wash system at 110 Midland Avenue at the site of the BMW Dealership Service Center. The Proposal is located within an M2 General Industrial District and is permitted by Special Exception in the M2 District in accordance with Village Code §345-61(W) Automobile Dealership Service Center.

The Proposal will reduce the amount of interior space previously dedicated for cosmetic reconditioning, pursuant to and in compliance with §345-61(W) Automobile Dealership Service Center, of approximately 7,166 sqft to approximately 4,033 sqft. The reduction of cosmetic reconditioning space will be transferred to the installation of a hand carwash area. All operations will remain fully contained within the building footprint. The Proposal is for exclusive use for BMW customers.

Note: Local Law #3, 2004 adopted criteria and regulations for "automobile dealership service center" as a special exception use under Planning Commission jurisdiction and permitted only in the M2 General Industrial District. The Planning Commission, at the time, granted site plan/special exception approval in 2004. Subsequently, in 2007 the original site plan and special exception use approvals were amended to add twelve (12) additional service bays. In 2013, the site plan was again amended and approved to provide for "cosmetic reconditioning" services in accordance with Local Law #3, 2013.

General Operations:

As indicated on the Project Proposal Form (PPF) provided and subsequent pre-submission meetings with Planning Staff:

- Proposal is interior operational alterations in regards to the Special Exception Use for 'Automobile Dealership Service Center'
- No new employees proposed
- Licensing from Westchester County Department of Health for the cosmetic reconditioning equipment has been obtained per site plan/special exception use approval in 2013.
- Site contains proper wastewater management and disposal system per Westchester County Department of Health
- Site fully connected to Village storm and sewer systems
- Adequate off-street loading space present
- The hours of operation of the existing dealership service center use will not change

Zoning Compliance Review:

The attached Zoning Compliance Form completed and certified by the Village Building Inspector indicates that the proposed automobile dealership service center use is permitted in the M2 General Industrial District.

SEQRA Classification:

The Proposal is considered an Unlisted Action under SEQRA and will require a Determination of Significance prior to site plan approval.

Required Approvals:

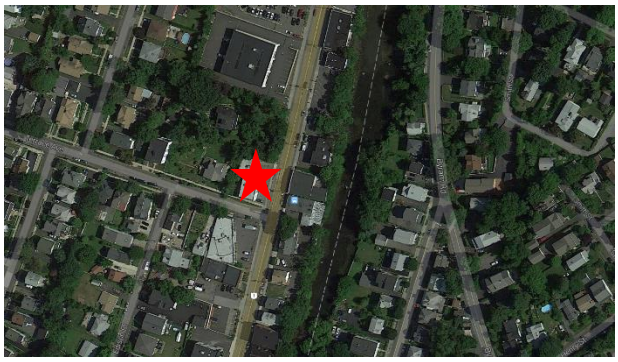
- Special Exception Use approval (Planning Commission)
- Site plan approval (Planning Commission)

Next Steps:

It is recommended that the Planning Commission set the Public Hearing for Novembers 24, 2014.

10. 500 N Main Street (Case #2014-0113)





Section, Block, Lot: 136.61-1-36
Zoning District: C4 General Commercial District
Lot size: 0.17 acres
Owner: 500 N Main LLC
Applicant: 500 N Main LLC

Project Overview:

Applicant is seeking to convert a former warehouse building into a health club at 500 N Main Street. The site is approximately 7,915 square feet and is located in the C4 General Commercial District where 'health club' is a permitted use. The Proposal is for 4,714 square feet of floor space and includes a multi-purpose, half-court basketball court and a training facility with a weight room and multi-use studio space. Additionally, a small office as an accessory use is proposed and permitted in the C4 District. The Proposal provides for the required five (5) parking spaces.

General Operations:

As indicated on the Project Proposal Form (PPF) provided and subsequent pre-submission meetings with Planning Staff:

- Hours of operation from 5:00am to 8:00pm (Mon-Fri) and 9:00am to 5:00pm (Sat & Sun)
- No increase to impervious surfaces
- Required parking provided on-site
- No off-street truck loading required per §345-14
- Maximum of one (1) to ten (10) health club users present at one time
- Site fully connected to Village storm and sewer systems

Zoning Compliance Review:

The attached Zoning Compliance Form completed and certified by the Village Building Inspector indicates that the proposed 'health club' use is permitted in the C4 General Commercial District and does not require variances from the Village Code.

SEQRA Classification:

The Proposal is considered an Unlisted Action under SEQRA and requires a Determination of Significance prior to site plan approval.

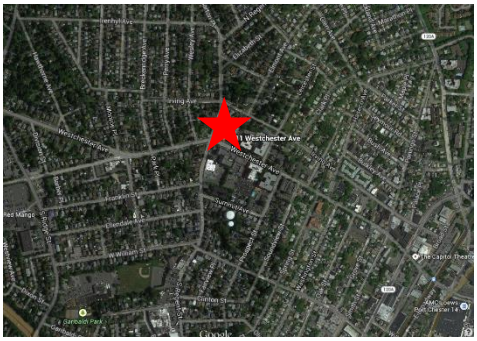
Required Approvals:

- Site plan approval (Planning Commission)
- SEQRA Determination

Next Steps:
It is recommended that the Planning Commission set a Public Hearing for November 24, 2014.

Continue to next page

11. 411 Westchester Ave (Case #2014-0114)





Section, Block, Lot: 136.77-1-51
Zoning District: C4 General Commercial District
Lot size: 0.17 acres
Owner: Keystone Realty Associates
Applicant: Sprint/Airosmith Development

Project Overview:

Applicant seeks to modify existing equipment configuration at 411 Westchester Avenue to provide enhanced coverage and technology to the site. The Applicant currently maintains approximately 240 square foot equipment shelter space on the rooftop of the building, housing three (3) panel antennae and twelve (12) pipe mounts. The Proposal includes the addition of three (3) panel antennae, three (3) radio heads, and three (3) hybrid cables allowing access of LTE services in addition to minor modifications (retrofitting) to the existing Base Transceiver Station (BTS) cabinet.

The Applicant submitted two signed and certified RF Compliance Reports (Pinnacle Telecom Group, dated September 25, 2014; EBI Consulting, dated October 16, 2014) concluding that the Project complies with Federal Communications Commission (FCC) rules and regulations for radio emission frequency.

This Applicant received Special Exception Use approval, a SEQRA Negative Declaration, and Site Plan approval on March 31, 2014. This new Project amends the existing approvals as the proposed work constitutes a modification of a wireless facility pursuant to Article XVIII regulations.

The Village's wireless facilities consultant Ronald Graiff, P.E. will receive all materials provided by the Applicant and will prepare a certification report on RF emissions on the Village's behalf.

Code Compliance:

Wireless telecommunications facilities are permitted in the RA4 Multi Family Residence District provided Applicant complies with all regulations and safeguards as set forth in Article XVIII of the Village Zoning Code.

SEQRA Classification:

The Proposal is considered an Unlisted Action under SEQRA and requires a Determination of Significance prior to site plan approval.

Required Approvals:

- Site plan approval (Planning Commission)
- Special Exception Use approval (Planning Commission)
- SEQRA Determination (Planning Commission)

Next Steps:
The Planning Commission may consider setting a public hearing for the application for November 24, 2014.

October 15

Performance Report 2014

Building Department, Code Enforcement, Amnesty & Overcrowding-Illegal Occupancy Statistic and Monthly Performance Report

Monthly Report Update

PERFORMANCE REPORT

Performance by all departments remains at a very high level. Following are summaries of departmental performance pertaining to each department as well as statistical data.

BUILDING DEPARTMENT

Building Department performance remains consistent in all categories. Building department fees have increased month to month by approximately 10% however there are months where fees have doubled in comparison to other months, this increase is the result of the cost connected to a specific project. Issuance of all permits & certificate of occupancies remain consistent month to month as well as consultations and inspections. The department operates efficiently with current its level of manpower. Minor departmental changes will be initiated in the next couple of months that include: the addition of one possibly two part-time assistant building inspectors to assist with the inspection load concentrating on the reduction of waiting time. Support staff is needed; one additional administrative assistant and one office assistant will be added to replace current employees that recently resigned.

CODE ENFORCMENT

Code enforcement is performing at peak levels; response to the fire-safety program has been better received by the public and has been very successful. Fee collection in the last 4 months has increased by 20-30 percent; this is the result of an organized staff diligently pursuing and accurately maintaining data on a consistent basis and following up by sending out the required reminders. Specialized testing including sprinkler, Ansul system, fire alarms and all other suppression systems has increased. Testing of fire protection of existing systems has not been done in the past and is required by the state on an annual basis. The result of this testing has substantially reduced false alarms and wear and tear on the fire department staff and vehicles.

Code enforcement complaints outside of the fire-safety program are at an all time high. Complaints and inspections continue to increase. Staff is adequate; the recent addition of one part-time CEO now concentrates on the backlog of complaints. The Court System is working seamlessly, disposition of cases has been substantially reduced whereas in the past the time of disposition has taken up to 700 days or more. Today, most cases are disposed of in 90 days or less.

OVER CROWDING-ILLEGAL DWELLINGS

Eliminating overcrowded homes and illegal dwellings still remains Code Enforcements number one priority. The number of illegal dwellings and overcrowded homes discovered in 2014 is less than the previous year however; statistics indicate that it is still considered a high level. OC & IDW's are discovered in numerous ways, they

include: amnesty & standard searches, required fire inspections, complaints by neighbors and referrals by the Fire and Police Department; many have even come in on their own. To date, over 20 percent of the properties in the Village have been discovered to contain an illegal dwelling, over 1300 illegal occupancies have been discovered since 2012.

AMNESTY

The permit amnesty program has been and will continue to be successful; currently there are 702 applicants in the program. The program has currently helped more than 300 participants in the program enabling those applicants to close out open and expired permits, report and legalize work that was completed without a permit, and continue to maintain uses that would otherwise not be permitted. To date, 1425 open permits have been discovered are in the process of being closed. The end result is that property owners have received a "valid" certificate of occupancy in the end. The savings are also substantial, the statistics speak for themselves. The amnesty searches have also assisted with the discovery of many illegal dwellings.

STATISTICS

Building Dept Performance Report June 1st Thru Sept 31st 2014

June-14	CONSULTATIONS	157	
	INSPECTIONS	127	
	STOP WORK ORDERS	6	
	CERTIFICATES OF OCCUPANCY	41	$7,100.00
	BUILDING PERMITS	79	$70,759.00
	PLUMBING PERMITS	34	$4,250.00
	ELECTRICAL PERMITS	33	$3,850.00
	SIGN PERMITS	18	$1,800.00
	TANK PERMIT	5	$350.00
	PERMIT TO OCCUPY SIDEWALK	6	$41,300.00
	BUILDING PERMIT EXTENSIONS	0	
	TEMPORARY CO	6	$2,500.00
	AMENDMENTS	0	
	TOTAL PERFORMANCE	**512**	**$131,909.00**

July-14	CONSULTATIONS	147	
	INSPECTIONS	133	
	STOP WORK ORDERS	5	
	CERTIFICATES OF OCCUPANCY	39	$5,350.00
	BUILDING PERMITS	71	$35,517.00
	PLUMBING PERMITS	32	$4,475.00
	ELECTRICAL PERMITS	30	$3,100.00
	SIGN PERMITS	11	$1,100.00
	TANK PERMIT	7	$310.00
	PERMIT TO OCCUPY SIDEWALK	5	$1,320.00
	BUILDING PERMIT EXTENSIONS	0	
	TEMPORARY CO	7	$2,750.00
	AMENDMENTS	0	
	TOTAL PERFORMANCE	**487**	**$53,922.00**

August-14	CONSULTATIONS	136	
	INSPECTIONS	126	
	STOP WORK ORDERS	4	
	CERTIFICATES OF OCCUPANCY	20	$2,950.00
	BUILDING PERMITS	46	$68,289.50
	PLUMBING PERMITS	27	$3,435.00
	ELECTRICAL PERMITS	34	$3,850.00
	SIGN PERMITS	8	$800.00
	TANK PERMIT	5	$280.00
	PERMIT TO OCCUPY SIDEWALK	2	$300.00
	BUILDING PERMIT EXTENSIONS	0	
	TEMPORARY CO	1	$500.00
	AMENDMENTS	0	
	TOTAL PERFORMANCE	**409**	**$80,404.50**

September-14	CONSULTATIONS	144	
	INSPECTIONS	127	
	STOP WORK ORDERS	9	
	CERTIFICATES OF OCCUPANCY	49	$7,100.00
	BUILDING PERMITS	68	$39,003.00
	PLUMBING PERMITS	17	$2,190.00
	ELECTRICAL PERMITS	31	$3,550.00
	SIGN PERMITS	8	$800.00
	TANK PERMIT	10	$560.00
	PERMIT TO OCCUPY SIDEWALK	3	$700.00
	BUILDING PERMIT EXTENSIONS	0	
	TEMPORARY CO	11	$3,850.00
	AMENDMENTS		
	TOTAL PERFORMANCE	**477**	**$57,753.00**

Fire Safety

June 2014
Fire Safety Program

Fees Collected	**$14,200**
Scheduled Fire Inspections Conducted	54
Fire Inspections Failed - NOV issued	34
Re-inspections Conducted	43
Certificates of Compliance Issued	67
Request to Conduct Fire Inspection Notices Sent Out	96
NOV's For Failure To Respond to Fire Safety Renewal Notice	26
Appearance Tickets Issued	4

Additional Inspections

Sprinkler/Flow Inspections	2
Sprinklers - Hydrostatic Inspections	3
Fire Alarm Inspections	5
Kitchen Fire Suppression System Inspections	2
Court Inspections	2
Stop Work Order Issued	1
Building Department Inspections	2
Fire/Police Referral Inspections	8
Unsafe/Unfit Structure Inspections	0
Knox Box Inspections	3
Total Performance	**352**

July 2014
Fire Safety Program

Fees Collected	**$14,650**
Scheduled Fire Inspections Conducted	62
Fire Inspections Failed - NOV issued	39
Re-inspections Conducted	31
Certificates of Compliance Issued	12
Request to Conduct Fire Inspection Notices Sent Out	90
NOV's For Failure To Respond to Fire Safety Renewal Notice	29
Appearance Tickets Issued	3

Additional Inspections

Sprinkler/Flow Inspections	0
Sprinklers - Hydrostatic Inspections	1
Fire Alarm Inspections	5
Kitchen Fire Suppression System Inspections	2
Court Inspections	0
Stop Work Order Issued	3
Building Department Inspections	2
Fire/Police Referral Inspections	18
Unsafe/Unfit Structure Inspections	0
Knox Box Inspections	3
Total Performance	**300**

August 2014
Fire Safety Program

Fees Collected	**$19,125**
Scheduled Fire Inspections Conducted	75
Fire Inspections Failed - NOV issued	48
Re-inspections Conducted	36
Certificates of Compliance Issued	59
Request to Conduct Fire Inspection Notices Sent Out	136
NOV's For Failure To Respond to Fire Safety Renewal Notice	IP
Appearance Tickets Issued	IP

Additional Inspections

Sprinkler/Flow Inspections	1
Sprinklers - Hydrostatic Inspections	3
Fire Alarm Inspections	1
Kitchen Fire Suppression System Inspections	0
Court Inspections	3

Stop Work Order Issued	0
Building Department Inspections	0
Fire/Police Referral Inspections	5
Unsafe/Unfit Structure Inspections	1
Knox Box Inspections	3
Total Performance	**371**

September 2014

Fire Safety Program

Fees Collected	**$21,675**
Scheduled Fire Inspections Conducted	107
Fire Inspections Failed - NOV issued	51
Re-inspections Conducted	70
Certificates of Compliance Issued	95
Request to Conduct Fire Inspection Notices Sent Out	56
NOV's For Failure To Respond to Fire Safety Renewal Notice	IP
Appearance Tickets Issued	IP

Additional Inspections

Sprinkler/Flow Inspections	0
Sprinklers - Hydrostatic Inspections	10
Fire Alarm Inspections	1
Kitchen Fire Suppression System Inspections	0
Court Inspections	3
Stop Work Order Issued	0
Building Department Inspections	0
Fire/Police Referral Inspections	8
Unsafe/Unfit Structure Inspections	0
Knox Box Inspections	3
Total Performance	**404**

Code Enforce. Dept. Performance Report June 1st-Sept 31st 2014

June-14	COMPLAINTS RECEIVED	201
	INSPECTIONS PERFORMED	558
	NOTICE OF VIOLATIONS	98
	COMPLAINCE COMPLAINTS CLOSED	81
	ILLEGAL DWELLING COMPLAINTS	3
	CURRENT COURT CASES	164
	TOTAL PERFORMANCE	**1105**

July-14	COMPLAINTS RECEIVED	314
	INSPECTIONS PERFORMED	656
	NOTICE OF VIOLATIONS	43
	COMPLAINCE COMPLAINTS CLOSED	46
	ILLEGAL DWELLING COMPLAINTS	7
	CURRENT COURT CASES	167
	TOTAL PERFORMANCE	**1233**

August-14	COMPLAINTS RECEIVED	125
	INSPECTIONS PERFORMED	312
	NOTICE OF VIOLATIONS	51
	COMPLAINCE COMPLAINTS CLOSED	30
	ILLEGAL DWELLING COMPLAINTS	16
	CURRENT COURT CASES	167
	TOTAL PERFORMANCE	**701**

September-14	COMPLAINTS RECEIVED	316
	INSPECTIONS PERFORMED	730
	NOTICE OF VIOLATIONS	175
	COMPLAINCE COMPLAINTS CLOSED	215
	ILLEGAL DWELLING COMPLAINTS	16
	CURRENT COURT CASES	170
	TOTAL PERFORMANCE	**1622**

Overcrowding-Illegal Dwelling Reporting 2014			**Percentage**
2014	Illegal Dwellings Discovered-Amnesty Searches	47	27.7%
	Illegal Occupancies Discovered-All Searches	108	36%
	Illegal Occupancies Discovered-Inspections	197	64%
	Total Illegal Occupancies	305	
	Notice of Violations Issued	49	
	Compliance Levels		
	Properties that Attained Full Compliance	18	9.4%
	Properties in the Process of Compliance	155	49.1 %
	Properties-no compliance	132	41.5%

Distribution by Type of Occupancy		
1 & 2 Family	71	41%
Multi-Family	95	55%
Mixed Occupancy	8	4%
Types of Illegal Occupancies		
Dwellings/ Units added	143	44%
Basement Apartments	76	24%
Attic Apartments	34	11%
Single Room Occupancies (SRO's)	52	21%
	305	100%

Amnesty Reporting 2014

Total Applications	702
Reports Completed	651
Consultations	325
Fees Collected	63,885.00
Open Permits Discovered	1425
Average cost without Amnesty	1,746
Average cost with Amnesty	485.81
Average Applicant Saved with Amnesty	1239.49
Total Cost to Applicants without Amnesty	617,000.00
Total Cost with Amnesty	171,575.00
Total Amnesty Applicants Saved	443,375
Properties in the Process of Compliance	356

VM-8

Village of Port Chester

Office of the Village Attorney

MEMORANDUM

emailed 10/16/14

VILLAGE OF PORT CHESTER

OCT 20 2014

RECEIVED VM

TO: Christopher D. Steers, Village Manager

FROM: Anthony M. Cerreto AV

DATE: October 14, 2014

RE: Monthly Report 9/15-10/15/2014

Prepared resolutions, local law for amnesty extension and attended all meetings of Board of Trustees. Attended special meeting of Planning Commission. Attended meeting of Board of Ethics. Prepared findings of fact for two applications for Zoning Board of Appeals meeting.

Attended settlement conference in Geasor, et al. v. Gerety, et al.

Prepared four agreements.

Prepared new application for street processions.

Attended PBA contract negotiations.

Worked with Labor Counsel and/or Ed Brancati on the following personnel matters: Sposta, Ferraro, Edwards, Kumano, Falanka, Smith and Lebron.

Meetings regarding the following matters: Municipal Center, sewer rent program, railroad station vicinity beautification, dog park, transfer of village election to Westchester County, status of tax certiorari proceedings, redevelopment of former United Hospital, NAACP Town Hall meeting, Port Chester Housing Authority tenant complaint and sewer rent issues, Port Chester Yacht Club bulkhead, sidewalk betterment program, parking efficiency utilization, density bonus program application for 120 North Pearl, street openings, ITS parking meter operational issues, ELQ 2013 street resurfacing contract issues.

Legal research regarding zoning board procedures and wireless telecommunications

Brought to fruition ethics training class held on October 2, 2014.

Attended Mayor Development Roundtable regular meeting sponsored by Pace Land Use Center.

Attended New York Conference of Mayors Fall Training School.

Port Chester Village Court

Regina Hill, Court Clerk

October 15, 2014

- Assist the Judge on the Bench during court sessions on Mondays, Thursdays and Fridays
- Processed Criminal Disposition Reports (CDRs) after court
- Court paperwork after court sessions
- Update excel spreadsheets with Bail disbursements from court
- Electronically transmitted 110 Criminal Dispositions Reports (CDRs) to New York State Division of Criminal Justices Services as of today
- Reconciled Judge Troy Justice Account. Ending Bank Balance $70,985.78
- Reconciled Judge Sisca Justice Account. Ending Bank Balance $128,449.31
- Reconciled Bail Account. Ending Bank Balance $200,367.52
- Reconciled Tow Account. Ending Bank Balance $1,125.00
- Reviewed and transmitted the State Reports to the New York State Comptroller's Office
- 1st Monthly Staff Meeting to be held today

Police Department

Monthly Report, October 15, 2014

1. Our major thrust this month has been in the area of training. Recognizing that the present training program has been unsuccessful in addressing the needs of the Department, we have begun work toward addressing these deficiencies.

- We have entered into an agreement with the New York City Police Department's High Impact Drug Trafficking Area or HIDTA training unit. Under this agreement, HIDTA staff will train 2 members of the Department per month in the HIDTA-1 course. This 5 day course of study includes both classroom and practical instruction in such areas as legal issues, surveillance, street encounters, and search warrants. The course is conducted at the NYPD facility in Rodman's Neck in the Bronx. The practical phase utilizes a mockup of a city street and is considered one of the finest programs of its kind in the Country. HIDTA staff has also agreed to provide the Department access to its facility on monthly basis utilizing our own trainers. All training, and facility use is being provided free of charge to the Village. On Monday October 13, Police Officer Chris Ceccarelli, and Detective Tony Rivera began HIDTA-1 training.

- We are exploring the utilization private training contactors to improve the quality and scope of our in service training. One such contractor, Paladin Center, operates a 55 acre training facility in Carmel, NY. They employ current and former tactical trainers, and provide state of the art training in rescue, tactical, and emergency operations. We are in the process of contracting with Paladin to provide an 8 hr in service course of study in tactical trauma first aid to be carried out at the Senior Center.

- We are working toward reestablishing our Youth Police Initiative or YPI. I anticipate the YPI to return to operational status in January of 2015. This program was initiated in Port Chester in 2008 and met with great success. On Tuesday October 14, Lt. Robert Salerno and I attended an orientation by the North American Family Institute. The purpose of this orientation was to prepare us to be certified YPI facilitators; this would enable us to conduct YPI in house. Both the Carver Center and Don Bosco Center have agreed to allow use of their facilities. We are also partnering with the Rye Brook Police Department in this endeavor. Chief Greg Austin is considering providing 1 Detective to work with us on YPI.

2. A second area in need of attention is the Detective Bureau. The Bureau just lost 2 experienced Detectives to promotion. In order to compensate, 2 Police officers, PO David Valdovinos, and PO Walter Alcivar were assigned to the Bureau on October 8th. Both are undergoing a training period. The Bureau is faced with a historically high work load (48 open cases) as well as the task of performing background

investigations on Police Officer candidates. As a result we will be temporarily assigning a Police officer to the Bureau to increase its staffing to 8.

3. Significant progress has been made by Captain Telesca and Lieutenant Rosabella in restructuring our evidence storage and record keeping procedure.

- To date 4412 containers of evidence, representing over 10,000 individual articles of evidence have been bar coded and securely stored.
- On October 1st, 64 non evidentiary long guns, some dating back to the 1940s were destroyed at the Villages Fox Island Road facility, thus freeing up much needed storage space. Presently 126 handguns are being evaluated for destruction.
- On October 10, $14,739 in currency, seized during a drug investigation was turned over to the IRS for forfeiture. After a 60 day reclamation period we expect to recover 80% of this sum toward our asset forfeiture fund.

4. Activity: During the month of September, the Department responded to 1521 calls for service. In so doing we;

- Effected 116 arrests, a 20% increase over the Month of August
- Issued 4,728 parking tickets, an increase of 12% over the Month of August
- Issued 690 moving violations, an increase of 64% over the Month of August

PATROL DIVISION
INTEROFFICE MEMORANDUM

VILLAGE OF PORT CHESTER

OCT 29 2014

RECEIVED VM

TO: **Chief Conway**

FROM: **Capt. Telesca**

Cc: **Mr. Steers, Mr. Ceretto**

DATE: **10/29/14**

SUBJECT: **Animal Control Inspection Report**

As part of our on-going process of establishing an animal control program for the Village we recently had our first inspection by the NY State Agricultural & Markets Division of Animal Industry.

There were eleven areas covered in the inspection as indicated in the attached inspection report.

One area we need to comply with is indicated in point #11. We need to charge a fee before releasing the animal to the owner or responsible party as stated in Sec. 117-4(a), (b), (c).

As you can see in sub-section 4(c) we keep all fees collected and the fees may be used to off-set our costs to Stamen. Further, we may set a fee scale of our choosing.

Will it be necessary to create a local law to enable the department (ACO) to collect these fees?
Will there be a need to create a special account to track these fees?

As soon as we can get the answers we can complete this process.

4. In no event shall any of the moneys or fees derived from, or collected pursuant to, the provisions of this article except as provided in subdivision three of section one hundred ten of this article and section one hundred seventeen-a of this article be used to subsidize the spaying or neutering of cats.

§ 117. Seizure of dogs; redemption periods; impoundment fees; adoption. 1. Any dog control officer or peace officer, acting pursuant to his special duties, or police officer in the employ of or under contract to a municipality shall seize:

(a) any dog which is not identified and which is not on the owner's premises;

(b) any dog which is not licensed, whether on or off the owner's premises;

(c) any licensed dog which is not in the control of its owner or custodian or not on the premises of the dog's owner or custodian, if there is probable cause to believe the dog is dangerous; and

(d) any dog which poses an immediate threat to the public safety.

Promptly upon seizure the dog control officer shall commence a proceeding as provided for in subdivision two of section one hundred twenty-three of this article.

2. Any dog control officer or peace officer, acting pursuant to his special duties, or police officer in the employ of or under contract to a municipality may seize any dog in violation of any local law or ordinance relating to the control of dogs, adopted by any municipality pursuant to the provisions of this article.

3. Each dog seized in accordance with the provisions of this article shall be properly sheltered, fed and watered for the redemption period as hereinafter provided.

4. Each dog which is not identified, whether or not licensed, shall be held for a period of five days from the day seized during which period the dog may be redeemed by its owner, provided that such owner produces proof that the dog has been licensed and has been identified pursuant to the provisions of this article and further provided that the owner pays the following impoundment fees:

(a) not less than ten dollars for the first impoundment of any dog owned by that person;

(b) not less than twenty dollars for the first twenty-four hours or part thereof and three dollars for each additional twenty-four hours or part thereof for the second impoundment, within one year of the first impoundment, of any dog owned by that person; or

(c) not less than thirty dollars for the first twenty-four hours or part thereof and three dollars for each additional twenty-four hours or part thereof for the third and subsequent impoundments, within one year of the first impoundment, of any dog owned by that person.

The impoundment fees set forth in paragraphs (a), (b) and (c) of this subdivision notwithstanding, any municipality may set by local law or ordinance such fees in any amount.

5. All impoundment fees shall be the property of the municipality to which they are paid and shall be used only for controlling dogs and enforcing this article and any rule, regulation, or local law or ordinance adopted pursuant thereto, including subsidizing the spaying or neutering of dogs and any facility as authorized under section one hundred sixteen of this article used therefor, and subsidizing public humane education programs in responsible dog ownership.

6. Promptly upon seizure of any identified dog, the owner of record of such dog shall be notified personally or by certified mail, return

STATE OF NEW YORK
DEPARTMENT OF AGRICULTURE & MARKETS
10B AIRLINE DRIVE
ALBANY, NEW YORK 12235
http://www.agmkt.state.ny.us

October 15, 2014

TOMMY KREMPA
VILLAGE OF PORT CHESTER POLICE DEPT
350 N. MAIN STREET
PORT CHESTER, NY 10573

Enclosed is a copy of **Dog Control Officer Inspection Report** completed on **10/07/2014**. DCO services were found to be satisfactory regarding compliance to NYS Ag & Mkts requirements.

Inspections occur on a regular basis to determine if requirements continue to be met.

Please notify this office **within 30 days** of any changes in dog control services.

Thank you again for your cooperation.

Kim Volpe
Animal Health Inspector
(845) 325-3076

NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS
DIVISION OF ANIMAL INDUSTRY
10B AIRLINE DRIVE, ALBANY, NY 12235

DOG CONTROL OFFICER INSPECTION REPORT - DL-89

Rating: **Satisfactory182** Purpose: **Inspection**

DATE/TOA: **10/7/14 11:00 am**

TOMMY KREMPA
VILLAGE OF PORT CHESTER POLICE DEPT
350 N. MAIN STREET
PORT CHESTER NY 10573

Inspector: **Kim Volpe** Inspector #: **61**

These are the findings of an inspection of your facility on the date(s) indicated above:

1. Equipment is available for proper capture and holding	Yes
2. Dogs are held and transported safely	Yes
Stamen Animal Hospital	
3. Equipment maintained in clean and sanitary condition	Yes
4. Veterinary care is provided when necessary	Yes
Dr. Levy and Dr. Gardner in Port Chester	
5. Dogs are euthanized humanely	Yes
6. Complete seizure and disposition records are maintained for all seized dogs	Yes
7. Dogs transferred for purposes of adoption in compliance with Article 7	Yes
8. Redemption period is observed before adoption, euthanasia or transfer	Yes
9. Owners of identified dogs are properly notified	Yes
10. Redeemed dogs are licensed before release	Yes
Town of Rye issues licenses.	
11. Proper impoundment fees paid before dogs are released	Yes

Town - City - Village Information for Inspection:

TCV CODE	TCV NAME
5540	Village of Port Chester

Additional Information for Inspection:

Number of Dogs Seized:

Number of dogs seized since previous inspection: 5

REMARKS:

Educational visit with new ACO. Inspector provided a copy of Article 7, Article 26, and a DCO/Shelter Manual.

REPRESENTATIVE PRESENT FOR INSPECTION: **Tommy Krempa**
TITLE: **ACO/PO**

REVIEWED BY: **Annette Holowka**
REVIEWED DATE: **10/14/2014**

MEMORANDUM

To: Christopher D. Steers
Village Manager

From: Heather Krakowski
Recreation Supervisor

Subject: Monthly Report (Sept – Oct 15th)

Date: October 15, 2014

Please see a list of meetings I have attended and a list of programs that are running or upcoming. This list is usually included in my monthly reports to the Recreation Commission.

Meetings

9/02 C. Steers, Village Manager - Parks
9/02 Board of Trustees meeting – Parks Rules
9/04 C. Steers, R. Morabito Port Chester Day
9/05 DPW – Port Chester Day
9/07 Port Chester Day
9/08 Dept. Head staff meeting
9/08 C. Ameigh, Dog Park
9/10 M. Darash, ARC, 5K Run
9/10 Recreation Commission
9/11 9/11 Ceremony
9/13 First Day Tennis
9/15 E. Tigani – Parks Staffing
9/17 Father Tim Holy Rosary – Gym Use
9/22 C. Steers Village Manager Performance Review
9/29 C. Steers, Village Manager Dog Park
9/30 Park Commission Meeting – Special Meeting
9/30 A. Cerreto, Village Attorney – After School Programs
10/1 Abendroth Park walk through – C. Steers, Village Manager
10/8 Post/Pre Agenda – Staff Meeting

Programs/Events	Registered/ Attended
Youth Fall Soccer Sep 13 – Nov15th	110
Youth Fall Tennis Sep 13th – October 8th	36
Clay Art Classes Sep 19th - Nov 21st	14
Port Chester Day September 7th	1500
9/11 Ceremony	250
Super Soccer Stars (3, 4, 5 year olds) Sep 6th – Oct 25th	45

UPCOMING Programs/Events	Registered/ Attended
Karate October 2nd – May 28th 2015	20
5K Fun Run (Oct 11th)	40
Halloween in the Park **Oct 28th –Rain Date Oct 29th**	
3rd -5th Grade Basketball **Starts Nov 12th**	**10**
Adult Men's Basketball **Start November**	
Drop in Basketball **(Teen – 21 years old)** **Starts November**	
After School Reading & Art **Starts November**	
Coat Drive **Starts November**	

From Sept – Oct 15th

- **Organized the following Special Events: Port Chester Day, 9/11 Ceremony, 5K Run**
- **Fall Activities Brochure with after school and weekend program information updated, as well as the web site, and information provided to the schools**
- **Organized and Overseeing currently running programs listed above**
- **Overseeing the Park Attendant Staff (seasonal hours) & park permits applications**
- **Upcoming contracts**
- **Park repairs**
- **Upcoming Halloween Event**
- **Organizing the upcoming programs (Examples - Holiday Event, Winter Brochure and Winter Activities)**

Monthly Report - Port Chester Senior Center (Nutrition Program)

October, 2014

- Meals served to date: 17,706 (January thru Sept)
- 35 Home Bound Seniors received their meals at home, per day Monday-Friday

Port Chester Senior Center was awarded a grant in the amount of $5,000. This grant was for over-serving the population at the senior center, it can be used for additional support staff, must be used by 12/31/2014 for reimbursement. Currently looking into a part-time position from 12-4 p.m. to help with additional paper work from the County.

- Food Permit Application submitted for the agenda for 10/20/2014. This application is for the Port Chester Senior Center Board of Health permit.

Special Events:

- October 4-Trip to Old Dutch Church in Sleepy Hollow-performance of the Legend of Sleepy Hollow.
- October 6—Oktoberfest at Villa Roma Resort, Catskills
- October 9th—Westchester Broadway Dinner Theatre—"South Pacific"
- October 22—Halloween Arts & Crafts
- October 23rd—Trip to Mt. Airy Casino
- October 30th—Halloween party
- October 31st—Afternoon Popcorn & Movie—Hocus Pocus
- October 17—Coffee & Bagels with the Village Manager

Senior Center Calendar:

October 2—7-10 p.m.—Ethics & BOE Meeting
October 8—7-9 p.m. PCYBL-Baseball , Recreation Comm., Beautification, and Park Commission meetings
October 30—senior's Halloween Party
PC Soccer League asked for use of the center on October 25 & 26th for awards (did not confirm yet)

Submitted-10/16/2014

Carol Nielsen

KVS Information Systems, Inc. A Springbrook Software, Inc. Company

www.kvsinfo.com

821 Maple Road Williamsville, New York 14221-3299 800-999-9KVS Fax 716-626-1973

Five Reasons to Keep Payroll Processing In-House

Summary

Recently, a municipal board asked for an analysis to determine whether they should outsource their payroll to a third party payroll service or continue to keep the payroll processing in-house. The theory was if they outsourced the payroll processing to a third party, the municipality would save on the cost of manpower. Also, the assumption was that periodic submissions of state and federal reporting would be completed by the third party which would result in cost savings. The analysis found that there were **five factors** to consider before the Payroll should be outsourced. These are outlined below.

- **Processing Cost**- The cost of outsourcing the payroll processing will be determined based upon the frequency of payroll (weekly, bi-weekly), the number of checks processed (full time, part time employees) and the number of reports to be generated. The cost can range compared to stable (COL adjustments), in-house payroll application maintenance costs.

- **Administrative Time Savings** – An assumption is made that the municipality will save money on administrative costs of doing the payroll, when in fact it takes the same amount or more administrative effort to reconcile two systems as opposed to one. The time has to be entered and balanced in the same way regardless of the system used. However, any mistakes or errors in the time submitted to the third party payroll service requires a manual check to be created to correct the payroll and then an adjustment has to be made to correct the third party payroll. If payroll were processed in-house, the corrections would be made before the checks were finalized. In addition, in order to balance the corrections, two sets of reports have to be maintained to identify that the corrections were made properly in the next third party payroll cycle.

- **Financial Budget Control-** An integral part of municipal financial control is budgetary control over the payroll expenses which represent the largest portion of a municipality's expenses during the year. Third party payroll systems are not integrated with the Budget Control system, therefore requiring the administrative staff to manually reconcile positions and payroll to each department's budget for each payroll cycle. In-house payroll systems automatically compare the payroll to the budget and flag any overages before the payroll is completed.

- **Deduction Payment Voucher Creation-** Utilizing a third party payroll system will require all deductions that are paid to third parties, such as taxes withheld, NYS retirement, NYS loans, AFLAC, health insurance, child support, etc., to be remitted by the Accounting department by manually creating a voucher for each disbursement per payroll cycle. In-house payroll systems automatically create the vouchers for payment which eliminates errors and duplication of effort.

- **Payroll Expense Distribution –**At the end of each Payroll Cycle (weekly, bi-weekly), the payroll journal entries to distribute the expenses and liabilities must be recorded on the general ledger. The third party payroll systems must have the proper municipal general ledger accounts in order to be distributed correctly. This requires that the Accounting office maintain two sets of Chart of Accounts, or manually post each payroll to the general ledger from the payroll register in order to balance the two systems. In-house payroll automatically provides the link to the general ledger and the entries to be posted. This reduces errors and reconciliation issues.

INVESTMENT PROPOSAL
FOR
VILLAGE OF PORT CHESTER, NY
PREMISE OPTION

Product Reference	Standard Migration - Product Description	Training & Implementation	*License Fee*	License Fee: NYS OGS PT63243*	Annual Maint
	Application Software: **Average 10 User**				
SPR-PR	**Payroll/Personnel includes Positive Pay, Clearing House, Electronic Check Signature, MICR Coding & Bank File Reconciliation**	$2,800	$14,000	$12,600	$2,800
	Payroll - GL Shell & AP Shell if Finance not purchased	$2,900	N/C	N/C	N/C
SPR-XPR	**Extended Payroll includes Position Control, Union Pay Grades/Steps & KOLA**	$1,220	$6,100	$5,490	$1,220
SPR-TIM	**Remote Time Entry/Third Party Time Interface (assumes standard file layout - customization would be at an additional charge)**	$900	$4,500	$4,050	$900
	Total Application Software	**$7,820**		**$22,140**	**$4,920**
	Less KVS Client Discount			-$18,819	
	Total Application Software	**$7,820**		**$3,321**	**$4,920**

Product Reference	New License - Product Description	Training & Implementation	*License Fee*	License Fee: NYS OGS PT63243*	Annual Maint
	Application Software: **Average 10 User**				
SPR-HR	**Human Resources (Upgrade from Extended Payroll)**	$1,580	$7,900	$7,110	$1,580
	Total Application Software	**$1,580**		**$7,110**	**$1,580**
	Less KVS Client Discount			-$711	
	Total Application Software	**$1,580**		**$6,399**	**$1,580**

	System Software Description	Cost	Annual Maint
	Site License - based on average 10 users	$0	$0
	Total System Software	**$0**	**$0**

INVESTMENT PROPOSAL
FOR
VILLAGE OF PORT CHESTER, NY
PREMISE OPTION

Professional Services Description	Cost	Annual Maint
Business Process Study/Implementation Consulting/Project Management	$7,500	N/A
E-Workflow Processing Setup - *includes basic setup of timecard approval and personnel action forms at two days of consulting; additional consulting is available at an additional cost*	$2,450	N/A
Employee Self Service (Subscription Service - no license fee applies)	$1,000	$1,900
Online Open Enrollment Subscription Service	$1,000	$1,900
Applicant Tracking Subscription Service	$1,000	$1,900
Remote Backup Service & Upgrade Protection Service	$1,000	$4,500
Total Service	**$13,950**	**$10,200**

Conversion Services Description	Cost
Conversion of KVS Payroll/Personnel - *Employee Master File with W2 YTD Totals & Check History*	$2,900
Total Conversion	**$2,900**

Total Investment	**$35,970**	**$16,700**

Payment Terms - Premise Option

License Fees are Due Upon Signing. Maintenance begins immediately from signing.

Due Upon Signing $9,720

Services are billed based on a percentage of milestones as follows:

25% Due Upon Signing	$6,562.50
25% Due Upon Acceptance of Core Statement of Work	$6,562.50
20% Due Upon Completion of Core Setup Phases	$5,250.00
20% Due Upon Core Go-Live Acceptance	$5,250.00
10% Due Upon Full System Acceptance	$2,625.00

Core Products include Payroll and Extended Payroll

Terms - NET/30 - Invoices are due and payable within thirty (30) days from the invoice date.

Invoices not paid within forty-five (45) days of the invoice date will have a 1.5 percent per month interest charge assessed against the unpaid balance from the due date of invoice until the date of payment.

Above Proposal accepted in Full –

Vendor:	KVS Information Systems, Inc.	Client:	Village of Port Chester, NY
By:		By:	
Name (Print):		Name (Print):	
Title:		Title:	
Date:		Date:	

Acceptance of this proposal is subject to all terms of existing contract agreements.

ADDITIONAL NOTES/INFORMATION

Software Maintenance

Software Maintenance includes regularly scheduled program updates, enhancements and upgrades to the new releases of systems when generally released. It also provides client access to toll-free telephone support during current business hours. Current support department hours are from 8:30 a.m. to 5:30 p.m. (8:30 p.m. for Springbrook version software) EST Monday through Friday, excluding holidays, and are subject to change with appropriate notification. Software maintenance is also subject to the final Software Maintenance Agreement which will be processed as part of the contract.

Training

Training assumes a centralized training environment. Decentralized departmental training would require additional hours.

Project Management / Implementation Consulting

Includes coordination and scheduling of resources, both technical and support, to ensure a successful installation. Also included is implementation consulting regarding best practices, setup, parallel and live processing.

Additional Services

Travel expenses are not included in this quote, and are subject to the Corporate Travel Policy which is available upon request. Additional setup, training, Installation, or Certification outside the scope of this project are billed at the then current service rate, and will require an executed change order. Training is recommended for any new employees.

Conversion

Client must validate the accuracy of all converted data. Data requested to be converted after agreed to live conversion will be considered out of scope and will require a change order and be subject to additional fees.

Hardware & Software Requirements
Please see attached hardware requirements for either premise option or workstations accessing the cloud.

Pricing
Pricing for KVS software and services is effective for 60 days from the date of this proposal. Third party product pricing is effective for 30 days from the date of this proposal.

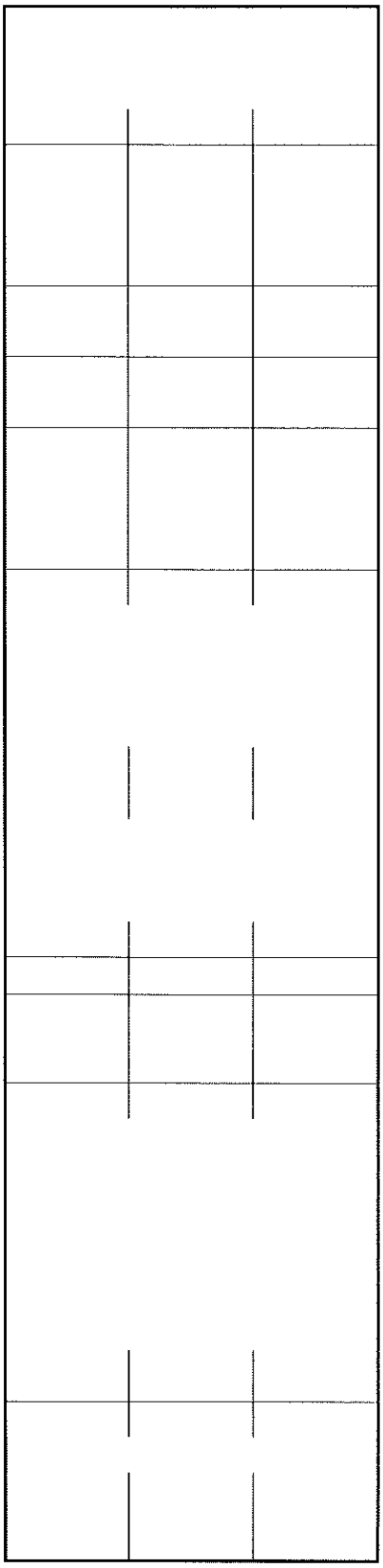
Shipping

Third party product pricing does not include shipping and handling charges. This will be billed at actual cost.

Documentation
Documentation for all modules is contained in on-line, context sensitive helps screens, or is available for download. Documentation is considered proprietary, and confidential, and not for distribution outside the client site.

Users
Application License Fee is based on an average ten (10) user system.

To Be Determined (TBD)
Indicates that items and/or services will be quoted upon request.



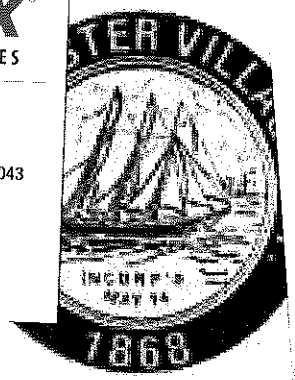
PROPOSAL

Paychex One-Source Solutions

One Partner, One Solution.

Prepared for:

Village of Port Chester



July 18th, 2014

Prepared by:

Tom Nolan

Corinne Beirne, MS
District Sales Manager

PAYCHEX
MAJOR MARKET SERVICES

800 Connecticut Avenue, Suite 1
Norwalk, CT 06854

Office (203) 838-2888 Ext. 47043
Cell (203) 644-4142
Direct Fax (877) 237-2335

cbeirne@paychex.com

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Sales Consultant, Major Market Solutions

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Norwalk, CT 06854

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Fax (877) 318-5990

tnolan@paychex.com

Preferred Provider of Payroll & Retirement Plan Services for AICPA Trusted Business Advisor℠ Solutions

Eva Karvounis
Sales Consultant

PAYCHEX

800 Connecticut Avenue, Suite 2 North
Norwalk, CT 06854

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Cell (646) 228-5086
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ekarvounis@paychex.com

Preferred Provider of Payroll & Retirement Plan Services for AICPA business solutions

PAYCHEX

CONFIDENTIAL
SOLUTIONS PROPOSAL

Prepared for:
Village of Port Chester

July 18th, 2014

Prepared by:
Tom Nolan

Paychex, Inc.
800 Connecticut Ave, Suite 1 | Norwalk, CT 06854
Phone: 203-314-8479 | Fax: 877-318-5990
tnolan@paychex.com

PAYCHEX PARTNERSHIP

Publicly traded (NASDAQ: PAYX), Paychex has a solid record of year-over-year long term growth, zero debt, and a triple AAA credit rating. Paychex provides comprehensive payroll and human resource services to over 575,000 clients with no contracts producing over $2 billion in annual revenues.

Accuracy and Compliance
Over half of the CPA firms in the United States now participate in the Paychex American Institute of Certified Public Accountants (AICPA) Business Solutions Partner Program. The AICPA recommends Paychex as their preferred provider of payroll and retirement services. Client satisfaction levels through this referral program average 99.9%.

Paychex has been recognized as:

- One of "America's Best Managed Companies" – *Forbes* magazine
- Maintaining "Standards of near perfection" – Internal Revenue Service
- Among the "World's Most Ethical Companies" – *Ethisphere* magazine

Cost Savings and Returns
Leveraging the volume of over half a million clients puts Paychex in a position to develop and deliver a wide variety of high-quality, enterprise caliber services at affordable rates.

Comprehensive Reporting
Powerful standard and custom reporting provides outstanding data analytics that are easy and efficient to use. Data output is highly flexible and productive. Reports can be printed or exported in multiple formats and custom configurations.

Free Upgrades and Enhancements
Always enjoy the latest features and benefits. All Web-based system upgrades and enhancements are made for you at no additional cost.

Data Security and Ownership
Unlimited years of critical payroll data, including data for terminated employees, are always at your fingertips. Your data remains safe and secure. You have direct access to multiple years of company and employee records. Multiple firewalls, geographically redundant data storage, 128-bit secure-socket layer encryption, and active monitoring are standard.

Quality Implementation

An assigned project manager takes control of the complete implementation and leads a team of highly trained experts to deliver timely, accurate, high-quality results. Professional trainers come out to your site for hands-on training using your actual company data, custom screen displays, and real-life procedures. Standard implementation includes a full audit of your current-year data, quarter by quarter, to ensure the accuracy of your information. Paychex assumes full responsibility for all tax calculations from January first of the current year. ***Mid-year conversions result in a single set of Form W-2s***. You'll always receive your own paper copies of electronic quarterly and annual returns.

Quality Client Service
Paychex has enjoyed long-term success as a high-growth industry leader based on a culture of quality client service, supported through ongoing employee training and development.

- Full accreditation by the American Council of Education
- Average of 107.5 hours of training per year per employee
- Required job-dependent training examinations for each trainee
- Consistent ranking among the "Top 125 Organizations" by ***Training*** magazine and "100 Best Companies to Work For" by ***Fortune*** magazine

Single Point-of-Contact Service
As a Paychex client, you'll work directly with a dedicated specialist, whose in-depth training and knowledge ensures your satisfaction – and helps keep you business running smoothly. Develop an ongoing relationship with a dedicated professional who is assigned to service your account. This representative knows your history as a client and learns the best way to work with you. While many trained specialists assist in servicing your account and are always available, a dedicated professional takes ownership of your account and ensures your satisfaction as a Paychex client.

Proposal

PRICING

Village of Port Chester

Proposal date	07/18/2014
Valid until	09/16/2014
Pay frequency	26
Employees	250

Tom Nolan
Sales Consultant
tnolan@paychex.com
203-314-8479

Notations:
Totals displayed do not include sales tax where applicable.
Prices are subject to change with advance notice.

Please initial to indicate your understanding and agreement with this proposal: _____.

PER PAY PERIOD CHARGES	Minimum	Base	Units	Rate/Unit	Total	Discount	Net Total
Productivity Package		$ 184.00	250	$ 5.09	$ 1,456.50	32%	$ 990.42
Includes:							
Payroll Processing	New Hire Reporting		Employee Access				
Taxpay	Online Reports		SUI Service				
Direct Deposit	GL Report or GL Report Service		WC Report or WC Payment Service				
Check Signing or Readychex	401(k) Report		Garnishment Payment Service				
Check Insertion	HR Library		Reports On-Demand				
Check Logo	Labor Posters		Data Exports				
Labor Distribution	Job Costing		Report Writer				
Time Off Accrual	HRO		TLO				
Payroll Delivery			1	$ 10.50	$ 10.50		$ 10.50
Per pay period total					**$ 1,467.00**		**$ 1,000.92**

MONTHLY CHARGES	Minimum	Base	Units	Rate/Unit	Total	Discount	Net Total
ESR Analysis & Monitoring Service	$ 40.00		250	$ 0.25	$ 102.50		$ 102.50
Lease Biometric Clock **WIFI Enabled**			1	$ 140.00	$ 140.00		$ 140.00
Monthly total					**$ 242.50**		**$ 242.50**

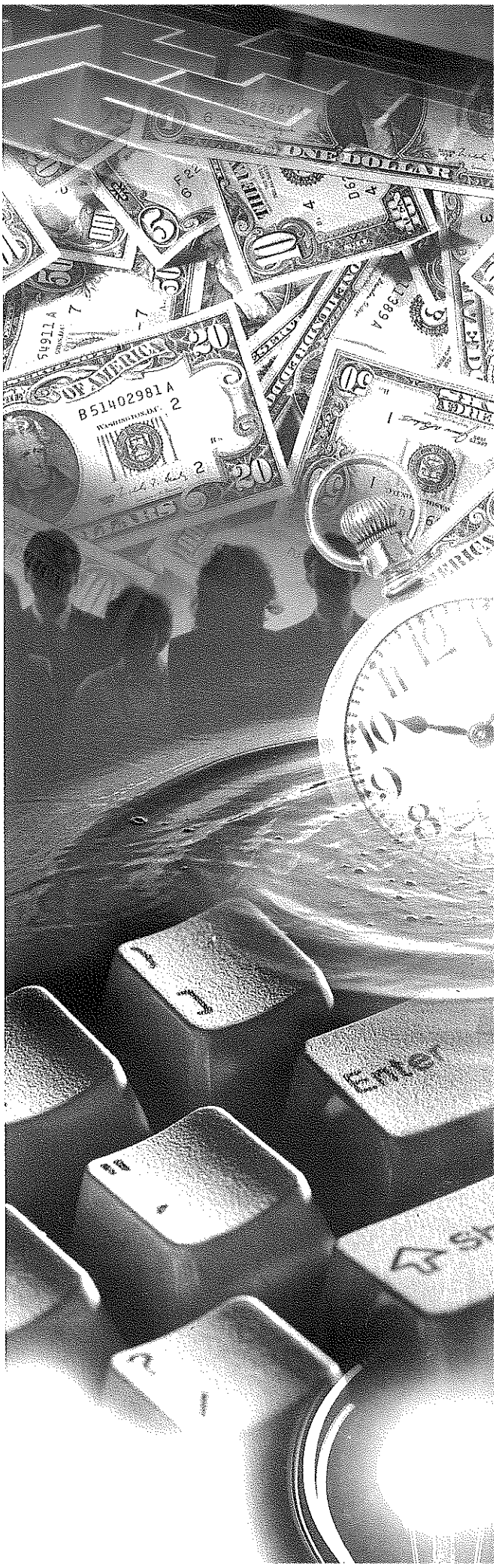
ANNUAL CHARGES	Minimum	Base	Units	Rate/Unit	Total	Discount	Net Total
Quarter/Year End Report Delivery			4	$ 10.50	$ 42.00		$ 42.00
W-2 Delivery			1	$ 10.50	$ 10.50		$ 10.50
Forms W-2 or 1099	$ 55.00		250	$ 6.00	$ 1,555.00		$ 1,555.00
Annual total					**$ 1,607.50**		**$ 1,607.50**

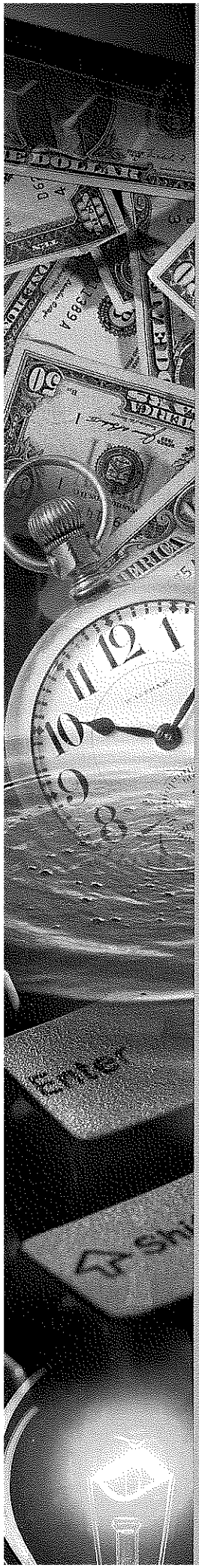
ONE-TIME CHARGES	Minimum	Base	Units	Rate/Unit	Total	Discount	Net Total
Time Clock Hardware & Accessories							
Delivery Ground			1	$ 25.00	$ 25.00		$ 25.00
Implementation							
Implementation, Customization & Training					$ 2,398.00	50%	$ 1,199.00
ESR Analysis & Monitoring Service				$ 500.00	$ 500.00		$ 500.00
One-time total					**$ 2,923.00**		**$ 1,724.00**

PAYCHEX

PEI Payroll℠

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PBI Payroll

Ken Frey
Director of Business Development

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www.PBIPayroll.com

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PBI Payroll℠

Amanda Spatz, BA Business Management
Client Services Specialist

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PBI Payroll℠

580 Mineola Avenue
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Telephone (516) 338-5454
Facsimile (516) 33804479
(toll free) 1-888-Go To PBI

CLIENT REFERENCES - VILLAGES / MUNICIPALITIES

Village of Laurel Hollow
Karen Navin - Clerk / Treasurer
516-692-8826

Village of Munsey Park
Barbara Miller - Clerk / Treasurer
516-365-7790

Village of Mastic Beach
Jennifer Brojer - Deputy Treasurer
631-281-2326

Village of Sands Point
Kathleen Notaro - Deputy Treasurer
516-883-3044

Village of Westbury
Lena Cesare - Treasurer
516-334-1700

907 BROADWAY
NYC, NY 10010
212-777-7311

October 6, 2014

Miriam Hubbard
PBI Payroll

Sent Via E-mail: Miriam Hubbard mhubbard@pbipayroll.com

Miriam,

As requested I have put together and attached here a proposal for a complete automated time and attendance solution for Village of Port Chester.

Data collection is via ESS/Login. I have included automated benefit accruals, Job Cost tracking and reporting, configuration and administration of all Village HR/Payroll rules, compliance reporting for regulatory agencies, State and Federal. I have included as an option information on Biometric Hand Scanners.

Please forward and review with the Village search team.

I am proposing Attendance on Demand (AoD) **Hosted** time and labor management with Automated Benefit Accruals and Employee Self Service (ESS) and ESS Mobile App. AoD output will electronically interface with PBI Payroll and be set up to record and track labor and if appropriate integrate with legacy applications for accounting, billing and other open applications.

AoD is the most flexible, easy to install and use solution available today. AoD can use every known form of data collection, it is a Hosted system (nothing is loaded on the client's servers) where you only pay for what you use and interfaces with PBI payroll electronically.

The same features, functionality, look and feel are available in an **On Premise** (AE) format where the client purchases the software and contracts for Annual Maintenance. I have included pricing for this option also.

We, CTRny, have been selling and servicing automated time systems for over 67 years. We currently serve over 10,000 clients in the US. Our clients are in every industry and range from 3 employees to over 10,000. We offer a variety of systems and always strive to give each client a solution that matches 100% of their needs at a reasonable cost.

Attendance on Demand Highlights:

- **Complete Patient Protection\ Affordable Care Act Tracking (Obama Care)**
- **Automation of the NY Spread of Hours Law.**
- **NYC Paid Time off Tracking and Compliance.**
- **CA Lunch and Break Rules.**
- **Eliminates the need for in house technical support and infrastructure.**
- **Simplifies labor distribution and tracks department and rate changes.**
- **Allows individually recorded preference information to be stored per operator.**
- **Labor Dashboards to increase productivity.**
- **Allows the operator quicker access to employees with exceptions and summary corporate data.**
- **Uses OLE Automation to place data directly into Excel.**
- **Historical time and attendance information is easily accessible.**

907 BROADWAY
NYC, NY 10010
212-777-7311

AoD can be configures to allow managers/supervisors to have control of their respective employees; review, edit, report etc. while given a central location oversight and payroll execution rights. AoD will automatically alert the responsible party via text, email and dashboard notifications of exceptions that need to be addressed. These exceptions can then be addressed from any computer, tablet, and SMART phone with access to the Internet.

The attached Proposal contains pricing for a complete solution; hardware, software, services, integration and support.

We hope that you and your client find this information to be thought provoking and helpful. We would welcome the opportunity to host a demonstration of how AoD could work for Village of Port Chester

Thank you for your time and consideration.

Paul Peluso

907 BROADWAY
NYC, NY 10010
212-777-7311

October 6, 2014

Automated Time and Labor Management for Village of Port Chester

Prepared by:

Miriam Hubbard
PBI Payroll
and
Paul Peluso
CTRny
551-206-5726

907 BROADWAY
NYC, NY 10010
212-777-7311

1. Attendance on Demand (AoD)
Hosted Time and Labor Management

Monthly Software and Hosting Fees*(Available as On Premise see below):

Description	Quantity	Per Employee	Extended Price
Attendance On Demand (Per Employee) **Base Software** Includes; 3 Years On line Archives, Terminated Employees free for 3 years. Unlimited Online instructor Led Training Real Time Software Updates Unlimited Telephone Support during normal business hours M-F 8:30am to 5pm	225	$ 2.25	**$506.25**
5 Manager/Supervisor User Portals	1		**INCLUDED**
Job and Labor Tracking and Costing	1		**INCLUDED**
PBI Payroll Interface	225	$0.30	**INCLUDED**
Automated Benefit Accruals	225	$0.35	**$78.75**
Employee Self Service & ESS Mobile App PC Login	225	$0.30	**$67.50**

2. Attendance Enterprise (AE)
On Premise Time and Labor Management

***Above can be purchased as an On Premise system where the Village of Port Chester buys, for a onetime fee, 250 Licenses. Software is loaded onto Village infrastructure and supported via Annual Maintenance contract.**

***License Fee, 250 employees and 5 Users**	**$9,075.00**
Annual Maintenance	**$1,633.50**

Professional Service and Hardware Options stay the same.

907 BROADWAY
NYC, NY 10010
212-777-7311

Optional

1. Biometric Data Collection Hardware

Description	Quantity	Purchase Per Unit	Rental Per Unit
GT 400 RSI Hand Scanner **1000 Employee Capacity** **1 Year Warranty**	1	$2,500.00	$145.00

2. Professional Service

Estimated based upon previous municipality installs. Final Services Fees will be mutually agreed upon once thorough analysis of all policies, rules and Job Cost parameters are complete.

Description	Quantity	Hourly	One Time Fee
Professional Services Analysis & Recommendation, Accrual Rules, Configuration HR Payroll Rules & Policies, Labor Tracking, Data Conversion and On Site Training	15 Hours	$125.00	$1,875.00

PBI Payroll

TELEPHONE: (516) 338-5454
FACSIMILE: (516) 338-4479

October 6, 2014

Leonie Douglas
Village Treasurer
Port Chester Village
Port Chester, NY 10573

Payroll Processing Fees

SYNOPSIS: 225 pays Bi-Weekly

- Bi-Weekly - Payroll Processing Period
- Two Hundred Twenty Five Pays
- Web based payroll / report writer
- Tax Pay and File Federal / NYS
- Check Signing / Stuffing
- Direct Deposit
- NYS Retirement Reporting
- New Hire Reporting & Filing
- Garnishment Payments (3rd party checks)
- All Processing and Submissions from Port Chester location

PROPOSED FEE SCHEDULE - PER PAYROLL:

Base Payroll Processing (225 pays)	$ 281.25
Tax Pay & File (Federal / New York)	$ 10.00
Direct Deposit .35 per (50%)	$ 39.20
Check / Voucher signing stuffing @ .10 per	$ 22.50
Delivery-next day	$ 10.00
Total Estimated Payroll Processing Fee	**$ 362.95**
ANNUALIZED PROCESSING FEES	**$ 9436.70**

QUARTERLY FEES PER COMPANY:

Quarterly Processing Fee (941 + 1 State)	$ 30.00
Quarterly CD-ROM Service (Optional)	$ 35.00

Payroll

ANNUAL FEES:

W-2 Base Fee	$ 35.00
+ Per W-2 4.75	
Annual Master File Update	$ 25.00

ANCILLARY FEES

NYS Retirement Reporting - Monthly Submission	$ 50.00
New Hire Reporting and Submission (per sub-file)	$ 1.00
Third-Party Deduction/Vendor Checks (per check)	$ 1.50

SET UP FEES:

Set-up fees are predicated on time and billing hours. Typically, we charge an hourly rate of $75.00. We estimate that the overall time and charges for properly and professionally setting up your account and providing on site training to be **$750.00**.The rate of 750.00 will include up to 6 months of training, retraining and technical support. After 6 months, any additional training will be billed at 75.00/hour or 25.00/hour remote.

We look forward to working with you and your staff in providing Port Chester Village exceptional personalized service and support.

Sincerely yours,

Ken Frey
Director of Business Development
PBIPayroll
www.pbipayroll.com
516-338-5454 ext.109 - office
516-639-4371 - cell

VII-12

Brendan O'Brien
District Manager
1 ADP Plaza
Milford, CT 6461
(203) 882-7381

October 31, 2014

Christopher Steers
Village Manager
Village Of Port Chester
10 Pearl Street
Port Chester, NY 10573
United States

Dear Christopher,

Through our discussions and analysis, we have gained an understanding of your objectives, goals, current processes and critical business issues. We have designed a Solution Recommendation that will address each of these items. Our objective is to provide Village Of Port Chester with an ideal and tailored ADP Workforce Now Solution.

ADP is committed to Service Excellence. This drives our culture and will always be at the heart of our relationship with each and every client. When our clients think about ADP, they do not think of us as simply another vendor. Instead, they think of us as the best business partner their organization could have in navigating an increasingly challenging environment of managing their human capital.

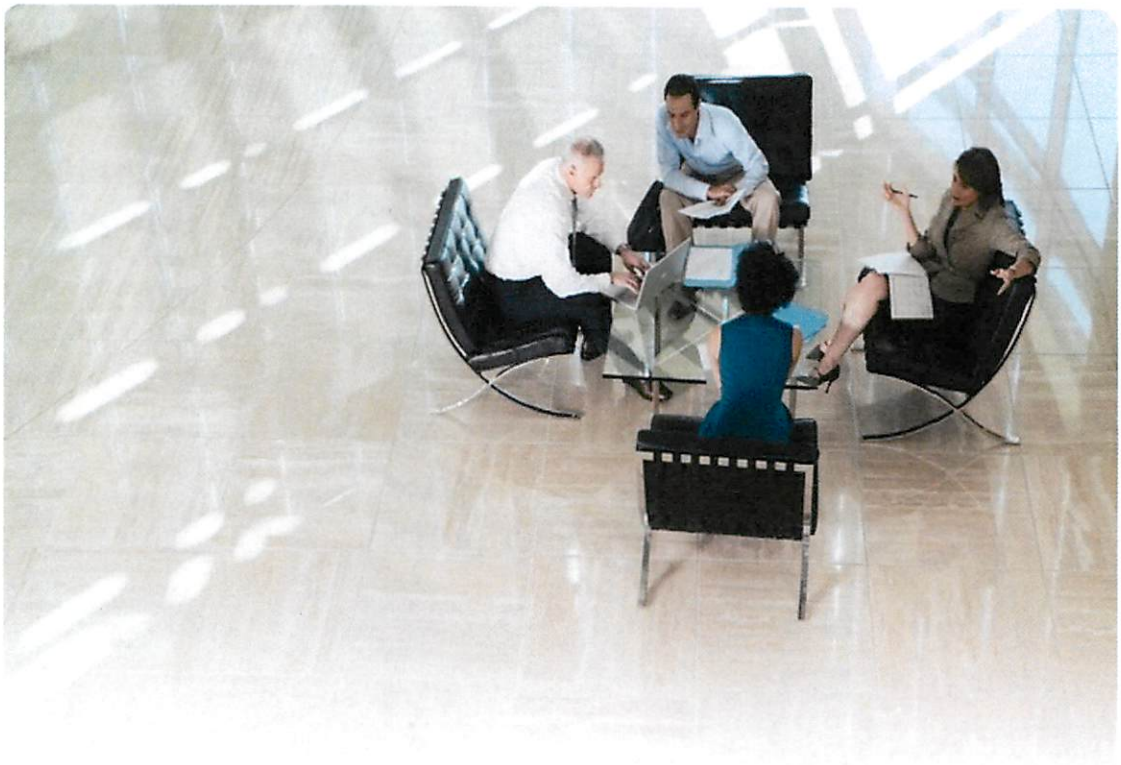
Thank you for the opportunity to provide this proposal to Village Of Port Chester. Please contact me if you have any questions or require further information.

Sincerely,

Brendan O'Brien
District Manager
brendan.o'brien@adp.com



ADP Workforce Now[SM]
Technology Services



ADP WorkforceNow

Village Of Port Chester
10/31/2014
Christopher Steers
Village Manager

Brendan O'Brien
District Manager
1 ADP Plaza
Milford, CT, 6461

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The ADP Story

Who we are – ADP Corporate Overview

One World. One ADP.

For more than 65 years, ADP has served as a trusted human resources, payroll and benefits partner to employers around the world. Our mission is to provide insightful solutions that drive value and success for our clients by allowing them to focus on their business.

Today, we serve approximately 600,000 companies, ranging from small, start-up businesses with a handful of employees to large, multinational companies with thousands of employees spanning the globe. From our humble beginnings as a local New Jersey business in 1949, we have expanded internationally to become one of the world's largest business-to-business outsourcers with over 61,000 associates worldwide.

Each day, we play a vital role in connecting our client organizations with their employees. Our clients entrust us to help them more effectively manage, deploy, compensate and serve the human resource needs of their people, while also handling and protecting their most sensitive data. With this trust comes great responsibility – a responsibility we take very seriously.

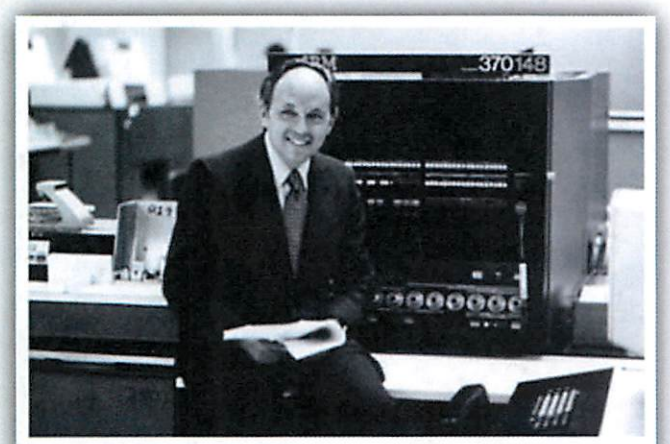
ADP AT A GLANCE:

- Carlos Rodriguez, President & CEO
- Year Established: 1949
- Listed on: NASDAQ® (symbol: ADP)
- FORTUNE 500®: Ranked 243 (2014)
- Revenues: More than $12 billion in fiscal 2014
- Headquarters: Roseland, New Jersey
- Number of Employees: 61,000 worldwide
- Website: www.ADP.com
- Twitter: @ADP
- Facebook: www.facebook.com/AutomaticDataProcessing
- Linkedin Page: www.linkedin.com/company/adp
- Phone: 1-800-CALL-ADP

Did You Know that ADP…

- Pays 1-in-6 U.S. employees – and approximately 34 million worldwide.
- Electronically moved approximately $1.5 trillion in client tax, direct deposit, and related client funds in fiscal 2014 within the United States.
- Processed 53 million W-2s in 2014.





ADP Founder Henry Taub and an ADP computer in the mid 1960s

Other Interesting Facts:

- We're the largest provider of HR services in North America, Europe, Latin America, and the Pacific Rim.
- Exceptionally strong AA credit rating from Moody's and Standard & Poor's.
- Our Employer Services group has an annual client revenue retention rate of more than 91 percent and an average client tenure of approximately 12 years.
- Over 80 percent of FORTUNE 500 companies and more than 90 FORTUNE 100 companies use at least one of ADP's services.
- We invest more than $600 million every year to develop and enhance the services that can help you run your organization better.

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Who we are – ADP Corporate Philosophy

As a global corporate citizen, ADP also recognizes its responsibility to give back to and generate a lasting, positive impact upon the communities in which we work and live. This commitment to corporate social responsibility (CSR) is a core pillar of ADP's Mission, Vision and Values, and encompasses everything from philanthropy, volunteerism and environmental stewardship to diversity, corporate governance, ethics, data privacy and data security.

ADP strives to positively impact the world and its people through corporate-sponsored philanthropic initiatives such as the ADP Foundation, and by actively working with other organizations who share our interests in these areas. We also encourage and support our associates' desire to engage in national and local philanthropic and volunteer accomplishments around the world. This commitment to giving back can be witnessed at every level of our organization and in every country in which we operate.

Our Mission, Vision and Values

Our Mission

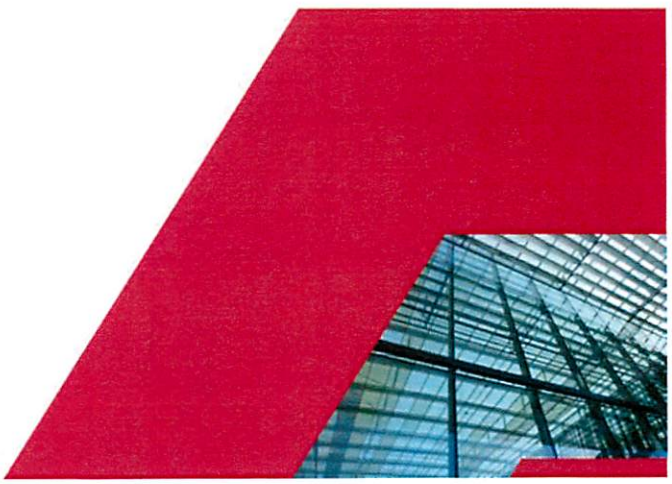
- Power organizations with insightful solutions that drive business success

Our Vision

- Be the world's authority on helping organizations focus on what matters

Our Values

- **Integrity is everything**: We conduct our business with the highest level of integrity. We are straight forward and honor our commitments. We do the right thing.
- **Insightful Expertise**: We thrive on turning knowledge into insight. Staying on top of our field and ahead of the curve is how we drive value for our clients.
- **Service Excellence**: We are obsessed with all aspects of the client experience. The strength of our client relationships is the key to our growth and success.
- **Inspiring Innovation**: We strive for constant improvement, always searching for new and better ways to serve our clients and grow the business. We created an entire industry - innovation is in our DNA.
- **Each person counts**: We believe that each person counts. Each client and associate counts. Each deed counts and each contact between every client and associate counts. We respect and embrace the diversity of our associates, clients and business partners.
- **Results-driven**: We are driven by a strong work ethic that is results-oriented. We encourage prudent risk taking without the fear of occasional failure. By being accountable, we deliver measurable results.
- **Social responsibility**: We believe in giving back to the communities where we work and live. We encourage and support our associates' commitment to giving back and helping improve their communities.



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Who we are – Thought Leader

Thought leadership is a vital component of the ongoing success of today's organizations and is essential to helping organizations understand not only what a company does, but also how and why. One of our goals is to rise above the "clutter of information" in the Human Capital Management space by analyzing, benchmarking and providing insights based on our access to aggregate statistical client data.

The work of the ADP Research Institute is based on practical and deep associate and industry expertise that will help our clients and organizations, in general, make well-informed and strategic decisions about their business and employees. Research will be based on aggregated and anonymous data elements in ADP's systems that relate to employment trends and practices. Please visit www.adp.com/research and see what's available.

An example of ADP's Research Institute in action is our New York and New Jersey Innovation Labs showcasing ADP's latest HCM platforms. Our Labs are made up of highly specialized and creative members focused on quickly incubating and delivering capabilities that will dramatically increase the value of our HCM platforms for our clients



Every month ADP collects a wealth of information related to payroll employment based on the 24 million employees we pay across all major industries and states. ADP contracted with Moody's Analytics to offer the public a deep, rich and illuminating look at U.S. monthly employment. This dataset of nonfarm private employment is published monthly in the **ADP National Employment Report** and released two days prior to the Employment Situation. ADP's Report provides labor market watchers with an expanded level of employment detail by company size and by industry. To learn more, please visit www.ADPemploymentreport.com.



ADP Compliance Resources ADP maintains a staff of dedicated professionals who carefully monitor federal and state legislative and regulatory measures affecting employment-related human resource, payroll, tax and benefits administration, and help ensure that ADP systems are updated as relevant laws evolve.

ADP is committed to assisting businesses with increased compliance requirements resulting from rapidly evolving legislation. Our goal is to help minimize your administrative burden across the entire spectrum of employment-related payroll, tax, HR and benefits, so that you can focus on running your business. For the latest on how federal and state tax law changes may impact your business, visit the ADP **Eye on Washington** Web page located at www.adp.com/regulatorynews.

Trust is earned over a period of time and through proof of action. Here at ADP, establishing and maintaining the trust and confidence of our clients is the foundation of a business model we've excelled at for over 60 years in more than 125 countries for over 620,000 clients.

ADP Trust Center

The privacy and security of our clients' data is of the highest importance to ADP and we consider it key to maintaining our clients' trust. ADP employs industry recognized security safeguards to help protect the personal information you provide us from loss, misuse, or unauthorized access or alteration. We safeguard our clients' data by using the latest tools, tactics, techniques and procedures. For further information on our approach to security, please visit http://www.adp.com/about-us/trust-center.

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What Others are Saying About ADP

At ADP, we have a great story to tell. We uphold our mission by working hard every day to add value to our clients, our associates, and the global community. Working with the highest ethical standards, as well as providing excellent quality service and products, is just good business. When we are recognized for our work by esteemed organizations, it just reconfirms the fact that we are doing something right by continuing to be driven by our core values.

Here are our recent awards and achievements:

FORTUNE Magazine's World's Most Admired Companies list for 2014
ADP ranked number one on FORTUNE's 2014 list of the World's Most Admired Companies within the Financial Data Services Category. This marks the forth time in the past five years that ADP has occupied the top spot in its industry category.

Forbes 2013 List of World's Most Innovative Companies
ADP was named to Forbes Magazine's List of Most Innovative Companies for third consecutive year, a ranking of the top 100 companies that investors expect to be innovative today and in the future. ADP has been honored, moving up three spots to number 65 on this year's list.

2014 Training Magazine Award
ADP ranks #20 in Training Magazine's Training Top 125 for 2014. This marks the seventh consecutive year that ADP has been recognized in the annual "Training Top 125" rankings, which recognize organizations for providing extraordinary employer-sponsored workforce training and development offerings.

2014 DiversityInc Top 50 Companies for Diversity
In 2014, ADP was recognized as one of DiversityInc's Top 50 Companies for Diversity for the fifth consecutive year. This award is a reflection of ADP's commitment to inclusion in the workplace, and to the unique, rich and varied background of its associates. ADP also appears in DiversityInc's specialized lists for top ten companies for Latinos, Veterans and for Executive Women.

2013 Leader in Gartner's "Magic Quadrant for Payroll BPO Services"
In 2013, ADP was named a leader in Gartner's "Magic Quadrant for Payroll BPO Services for the second year in a row." ADP was also recognized as a leader in Comprehensive HR BPO by Gartner.

2013 Corporate Equality Index
ADP achieved a 100 percent rating in the 2013 Corporate Equality Index (CEI) report. This report is compiled by the Human Rights Campaign Foundation, which is an organization that rates businesses annually on a scale from 0-100 percent on their treatment of lesbian, gay, bisexual and transgender (LGBT) employees. ADP will also be recognized in the Human Rights Campaign "Best Places to Work" list for achieving the 100 percent rating.

InformationWeek 500 2011 List
ADP has been ranked 7th on the InformationWeek 500 list for 2011 – an annual list of the top business technology innovators in the United States.

Computerworld's list of 100 Best Places To Work In IT 2014
ADP has been ranked #35 among large organizations on Computerworld 2014 100 Best Places to Work in Information Technology (IT) List. The Computerworld listing of the Top 100 companies honors organizations that challenge IT staff and promote the growth of the department, while providing competitive benefits and compensation.

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The ADP Advantage

As our name suggests ADP Workforce Now delivers critical Workforce Management functions as a single-source solution. We are committed to relieving your administrative burden so you can focus on growing your business, which translates into a positive impact on your bottom line.

ADP stands apart in several important respects:

Brand. We have a long and proud history of innovation in all aspects of Workforce Management. As an institution we can call on more than 60 years experience delivering a wide range of world-class outsourced business services.

Financial Strength. In the world of employment administration, the ADP name stands out – not just because we are one of just a few companies with AAA credit ratings from Standard & Poor's® and Moody's®. ADP commands unparalleled financial resources, stringent operating controls and wide-ranging market respect.

Integration. The key to the ADP Workforce Management solution is that instead of having to deal with multiple vendors, you have one partner for all your Workforce Management solutions. This results in a greatly streamlined client service delivery and billing procedures.

Integrity. ADP is committed to the highest ethical standards. As worldwide leaders in developing and delivering business solutions, we believe that we have an extra responsibility to convey our core ethical values through our performance. In addition, we have a strict Code of Business Ethics that all associates must abide by in order to maintain employment.

Leadership. Leadership is a responsibility we take very seriously, whether we are paving the way for employment-related legislation or setting the standard for delivering service excellence. In addition to our heritage as outsourcing pioneers, ADP helped establish industry standards that serve to protect clients and their employees from the risk of outsourcing to less than credible providers.

Innovation. From the early adoption of the outsourcing model itself to state-of-the-art Web-based service delivery tools, ADP is part of a proud tradition of innovation.

Commitment to Client Service. No other goal is as important to us as ensuring client satisfaction, for without satisfied clients, we have no business. Our goal is to deliver service that continually meets or exceeds client expectations. And with 24/7 self-service through our secure online website, a toll-free hotline for your employees and direct phone access to a dedicated ADP associates who is committed to responding promptly to all your questions, concerns and needs, we work every day to achieve that level of service.

Security. By embedding multiple layers of protection into ADP products and business processes as well as our infrastructure, we help ensure that security remains an integral part of our business and yours.

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ADP – Pioneer in Cloud-Based Software

Traditionally known for being the unquestioned leader in Payroll Services, ADP has transformed itself into a full Human Capital Management provider over the last decade. Well established in the Cloud before the term became fashionable, ADP now counts over 300,000 clients leveraging their internet solutions for recruiting, talent management, time and attendance, hr and benefits administration, along with payroll. Its HR offerings include Workforce Now for companies with fewer than 1,000 employees, GlobalView for multinational organizations, and Vantage HCM, which it launched last October for companies with more than 1,000 employees. Most of ADP's tens of thousands of HR software customers up to now have been midsize firms, though the number of larger firms is increasing since the launch of Vantage.

ADP Hosting Offers Industry-leading Security

ADP applications and data are protected using the following administrative, physical and technical safeguards:

- Fiber optic SONET ring with connectivity to redundant Tier 1 ISPs
- 3,700 KVA of UPS battery backup power
- 6.4 MW of generator backup power
- 10-day on-site supply of generator fuel
- Redundant HVAC system
- Multi-stage fire suppression systems
- Redundant firewalls at application and database layers
- System redundancy for uninterrupted availability
- Security patch updates
- Two-tier application security
- Intrusion detection and prevention
- Roof lightning protection
- Nightly backups and off-site data storage
- Full disaster recovery
- Off-site facility for disaster contingency



ADP's hosting centers provide consistently available access, including:

- Over 99.93% application and system uptime
- Constant upgrades to hardware, software, and infrastructure to increase performance

In order to accomplish our hosting services security objectives, we have implemented a "Security-In–Layers" strategy that consists of countermeasures which provide protection (a robust infrastructure), detection (identifying attempts to compromise the network and or computers), containment (isolation of the components of the infrastructure), business continuity, and incident recovery.

ADP's data center hosting environments servicing our broad product portfolio sets of human resources, payroll, benefits and automotive dealerships are typically registered to the ISO 9001:2000 and ISO 27001:2005 standards. Toward providing our clients the necessary information to meet the compliance requirements of your periodic financial audits, ADP provides Statement on Standards for Attestation Engagements (SSAE) No. 16 (formerly SAS 70 reports) for us US-based hosted products and International Standards for Assurance Engagements (ISAE) No. 3402 for our international clients."

With security, risk and privacy concerns so prevalent, ADP clients know they can trust in the ever-evolving tools, technologies and safeguards we have in place to help protect their business. We take a multidisciplinary approach to continually enhancing and refining the trusted business outsourcing platform you've relied on for more than half a century, so you can look forward rather than over your shoulder.

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ADP Green Initiative - We work to Make an Impact

"Going green" may be a phrase that is overused today in the workplace. However, at ADP, we let our actions speak louder than our words. With respect to "going green," ADP's proactive "green" decisions regarding our processes and products work to protect the environment and conserve resources.

Globally, we are reducing our carbon footprint in a variety of ways, including testing smaller, more fuel-efficient hybrid vehicles in our sales fleet and closely monitoring our fuel consumption.

Domestically, we continue to reduce our overall energy needs. For example, our U.S. data centers are minimizing water usage by using technology to track, maintain, reuse and capture water for recycling. We are currently looking into thermal energy as well as exploring alternative power solutions such as wind and solar energy. Since we have consolidated our data centers down from 20 facilities to two facilities, we have reduced 24,000 tons of harmful carbon dioxide emissions annually. The result has been increased utilization of technology assets and decreased usage of kilowatts by half. We have also installed power efficient servers and energy efficient lighting. All of these changes, including the modern power efficient mechanical electrical and cooling equipment that was installed has allowed us to save $3 million in electricity costs per year.

At our corporate headquarters, in conjunction with the renovation of our northern New Jersey locations, we've gone to extraordinary lengths to recycle a variety of construction materials (i.e., carpet tiles, ceiling tiles), and office supplies. Furthermore, our associates have organized into volunteer teams to work closely with not-for-profits and charity organizations to donate re-usable items such as binders, hanging files, toner and other office supplies that are no longer needed.

Overall, at ADP, we are truly dedicated to reducing our carbon footprint and being a company where our associates can be proud to work because they know we are making an impact in our local and global community! With all of these efforts and others, we hope to demonstrate that we're good corporate neighbors; that we are committed to sustainability and are striving toward environmental improvement. We also hope that as we attract new talent to ADP, candidates will take notice of these initiatives, and value working alongside associates who "live" our commitment to social responsibility.



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Products & Services

Workforce Now - Designed for the Midmarket's Evolving Needs

"As a leading provider of all-in-one human capital management solutions, ADP is strategically focused on helping companies enhance decision-making to drive better business outcomes," said Don Weinstein, Senior Vice President of Product Management at ADP. "The ADP Workforce Now platform reinforces our commitment to providing companies of all sizes with innovative and affordable tools to manage every area of HCM."

Like their larger peers, midsized companies face intense competition. According to the same ADP Research Institute survey, 54% of midsized companies saw increased competition within their industry in the last 12 months. ADP Workforce Now is specifically designed to help midsized organizations address competitive pressures and other evolving business challenges with a host of new features, including:

Simplicity. We started with what matters most in software: The people who use it. Based on hundreds of interviews with human resources and payroll professionals, we made sure that ADP Workforce Now is easy to use and intuitive. Personalized content, faster, more powerful search functionality and configurable workflow that walks you step-by-step through processes are just the start.

All-in-one HCM platform elevates human resources to a more strategic role by automating human resources, benefits, payroll, talent management, time and attendance and reporting processes. ADP Workforce Now encompasses the major areas of HCM in a single place, so you can manage your job and staff more effectively than ever. It even connects with other services from ADP, including 401(k) plans, business insurance and wellness programs.

Multi-lingual platform that simplifies HCM activities for the growing number of midsized companies with employees and operations spanning diverse geographies.

Mobile functionality gives employees using the free ADP® Mobile Solutions application more flexibility to check their vacation, personal and sick time balances and request time off based on their employers' paid time off (PTO) policies.

More robust reporting tools make it easier to create custom and comparison reports and simplify regulatory compliance.

Enhanced recruitment tools automate the end-to-end talent acquisition process and integrate with the employee onboarding experience.

Multi-rater (360-degree) reviews enable any employee to contribute to a colleague's performance review.

Bottom Line Results: Improved accuracy, streamlined processing with real-time payroll previews, automatic calculation of hours, and help in avoiding insurance premium cost increases. These are not just software features; these are improvements to your bottom line. With deeper insights into what is driving costs, ADP can help you work more efficiently, actively manage healthcare costs, and better manage your financials.

Grows as Your Business Grows: From basic payroll services to all-in-one HCM, ADP Workforce Now can help. Looking for a simple payroll solution? ADP Workforce Now Payroll can be up and running in as little as 10 days. If you need a broader range of services, you can choose the additional modules of ADP Workforce Now, including Human Resources, Time and Attendance, Benefits Administration, and Talent Management. Simply put, as your needs change, so can ADP Workforce Now.

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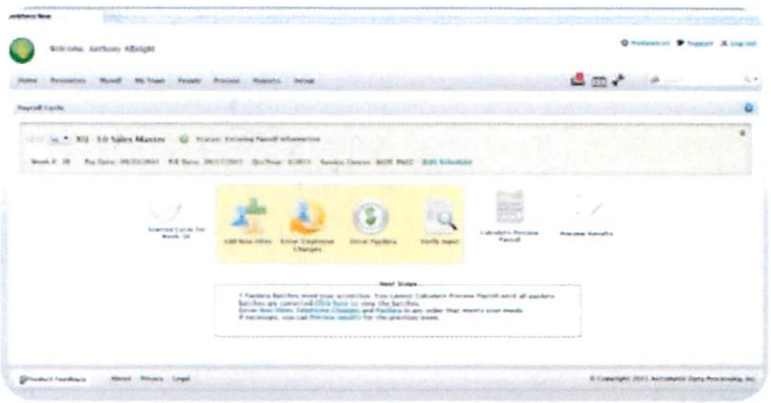
How ADP Workforce Now™ Works for You (cont'd)

ADP is redefining workforce management with the needs of mid-sized companies in mind, bringing together mission-critical functions in a single web-based system that eliminates redundant tasks, reduces the potential for errors, and lessens the learning curve for users. This solution provides web-based support for the full spectrum of Workforce Management, from HR & benefits administration to payroll, tax, and time & attendance.

Organizations using multiple in-house platforms experience a TCO that is 18% higher than organizations using a common in-house solution and 32% higher than organizations outsourcing these three functions to a single vendor. – PriceWaterhouseCoopers LLP, 2011

Workforce Now™ Enhanced Payroll

Eliminate the non-strategic, non-revenue producing task of payroll processing and enable your staff to focus on growing your top line. With 60 years in the payroll processing business, ADP not only automates routine tasks, but provides you with resources to keep you up to speed on tax rate and filing changes and answers to your payroll questions. ADP Workforce Now™ Enhanced Payroll allows you to manage the entire payroll process, from customizing pay grids and reports to accessing key payroll functions, with a flexible system that is easy to learn and is accessible from anywhere.



Included Features

- Payroll Processing
- Real-Time Payroll Preview Reports
- New Hire & Termination Wizards
- New Hire Reporting
- Effective-Dating
- Paid Time Off Accruals
- Checkview
- Labor Distribution
- Wage Garnishment Processing Service
- Employee Payment Services
- Check Signing and Stuffing
- Tax Filing Service
- Core ACA Reporting
- Unemployment Claim Assistance
- Reports Library and Custom Report Writer
- General Ledger Solution
- Group Term Life Auto Calculation
- Online Payroll Reports and Electronic Pay Statements
- External Pay Data Interface / Data Exchange
- ADP Portal with Content Management
- Employee & Manager Self Service
- Access to Mobile Apps
- Employee Discount Program

Tax Filing Service & Year-End Processing

ADP prepares, files, and deposits federal, state, and local taxes, while also issuing the required monthly reporting to relevant tax authorities. ADP also responds to associated inquiries from any tax agency. ADP will also handle your company's year-end requirements, including direct reporting to the proper taxing authorities and statements of deposits and filings made on your behalf.

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How ADP Workforce Now™ Works for You (cont'd)

Employee Payment Services

Employees' paychecks are delivered to your workplace ready for distribution — signed and inserted into individual envelopes — according to your specified schedule. Alternatively, you can choose time-saving direct deposit, an electronic payment option that deposits employees' pay directly into their bank accounts.

- Employee payroll information sent to the employee bank
- One-stop service for reversals, deletions and inquiries
- Online pay statements for total electronic solution



The Aline Card is also available as another payment feature for employees who may not be able or willing to setup direct deposit into a traditional bank account (additional cost / setup may apply).



Product features:

- Compliant in 50 states
- Doesn't require employee to have a bank account
- Funds accessed by ATM, money transfer, point of sale transactions or via Aline Check
- Access to over 60,000 surcharge free ATMs nationwide
- Fully Reg E compliant
- Funds are FDIC insured
- 100% pay to the penny

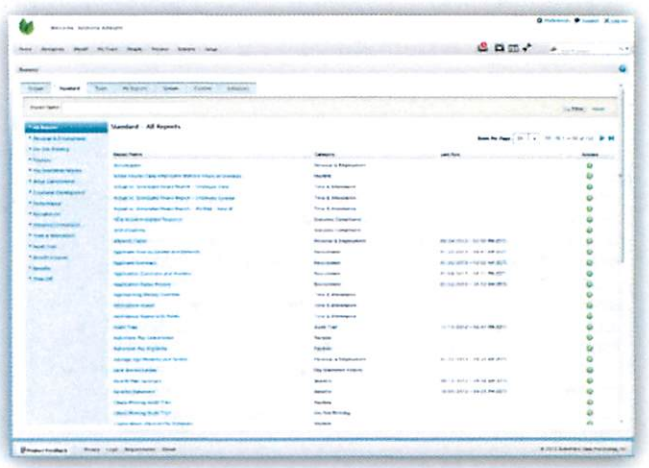
Wage Garnishment Processing Service

Let ADP address the complex calculations of court-ordered garnishments, levies and child support payments and make the necessary payments to appropriate agencies.

Reports Library

ADP Workforce Now includes an extensive library of standard reports that are preconfigured and easy to run — simply enter your selection criteria, and you'll be able to:

- Preview reports right on your screen
- Print reports
- Export to a file or a software application
- Email your reports



Standard reporting in ADP Workforce Now makes it easy to access the data you need, and to share it with others across your organization.

Custom Report Writer

ADP Workforce Now™ also features a robust report writer that enables you to create user-defined reports and gain valuable insights across multiple workforce management functions.

This online reporting tool makes it easy to create a wide range of reports using current and cumulative data from your payroll, HR, or time & attendance modules. Use it when you want answers that go beyond the extensive reporting capabilities standard to ADP Workforce Now™.

Creating a custom report is fast easy and flexible — simply log on to access a report setup wizard that guides you step by step. Select from a wide array of data fields, sorting criteria, totaling and formatting options, plus the ability to create robust calculations. Then, choose to view your finished report online, save it, print it and/or distribute it via email just like our standard reports.

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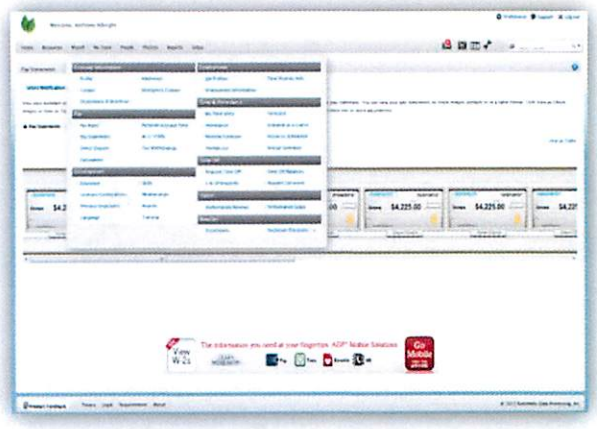
How ADP Workforce Now™ Works for You (cont'd)

Employee Relations & Communications
One of the best ways to increase employee retention and satisfaction is to provide your employees with convenient, web-based, self-service access and the ability to manage their own benefits, 24/7. Your employee portal is the tool for communicating accurate, timely information to your employees and managers while reinforcing your corporate brand. Add your company logo and color palette, and then use the content management tool to post important documents:

- Company mission statement
- News and announcements
- Company policies and handbook, with trackable acknowledgement feature

The system's Security Access feature allows you to create groups and post targeted content for secure viewing by designated groups. Customized manager and employee workflows can be designed to meet the unique demands of your business.

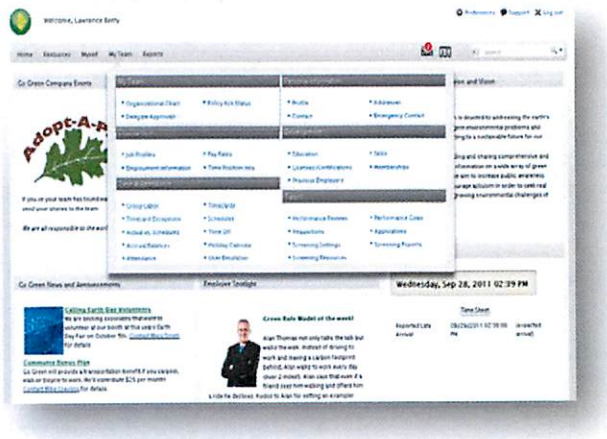
Employee Self-Service
Research by Gallup has shown a direct correlation between increased employee engagement and key business metrics. For example, companies with engaged employees have two and a half times the earnings per share growth rate than their peers. ADP Workforce Now™ onboards employees with ease and empowers them to:



- Enroll and/or make coverage changes to benefit plans
- View pay statements and W-2 information
- Change W-4 tax information
- Set up direct deposit
- Manage their 401(k) account
- View the company directory
- Use online tools such as retirement planners or payroll calculators
- View approvals and notifications

These automated self-service tools do more than increase employee engagement and satisfaction. They also free up HR staff to focus on strategic initiatives rather than administrative tasks. When employees need help with self-service functions, detailed online support and task assistance are always available.

Manager Self-Service
Similar to employee self-service tools, ADP Workforce Now™ automates routine processes for managers so they can spend more time helping you build your business. For example, ADP Workforce Now™ Manager Self-Service empowers your managers to:



- Conduct performance reviews
- Disseminate vital information and eliminate repetitive tasks such as data re-keying

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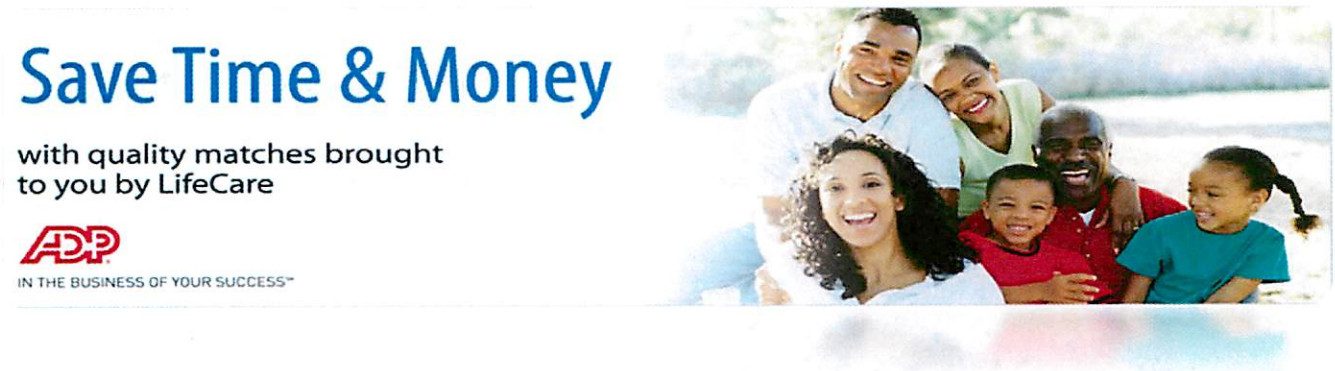
How ADP Workforce Now™ Works for You (cont'd)

ADP Mobile Solutions

One of the best ways to increase employee retention and satisfaction is to provide your employees with convenient, web-based, self-service access and the ability to manage their own benefits, 24/7. Your employee portal is the tool for communicating accurate, timely information to your employees and managers while reinforcing your corporate brand. Add your company logo and color palette, and then use the content management tool to post important documents:



The system's Security Access feature allows you to create groups and post targeted content for secure viewing by designated groups. Customized manager and employee workflows can be designed to meet the unique demands of your business.



Employee Discount Program

LifeMart® is one of the largest members-only online discount shopping websites, where your employees will find discounts up to 40% on more than 4 million products and services, including groceries, clothing, hotels, restaurants, tickets, computers, cell phones and electronics, financial services and so much more.

LifeMart features great deals on millions of products and services, including:

- **Senior Care Products and Services** — AARP, ComForcare Senior Services, Beltone, Interim Healthcare
- **Travel, Car Rentals, and Hotels** — Enterprise, Budget, Alamo, Cruises, Super 8
- **Books and Magazines** — Barnes and Noble, Parenting Magazine, Forbes
- **Computers and Electronics** — Apple, Panasonic, Dell, Lenovo
- **Movie Tickets** — AMC, National Amusements, Cinemark
- **Theme Parks** — Six Flags, Busch Gardens, Disney World
- **Gifts and Retail Shopping** — Kohl's, Kmart, Macy's
- **Child Care and Parenting** — Gymboree, Care.com
- **Flowers** — FTD, 1-800-FLOWERS
- **Restaurants** — Restaurant.com

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How ADP Workforce Now™ Works for You (cont'd)

Workforce Now™ Enhanced HR

The challenges of managing your workforce, either under one roof or around the world are formidable. Doing business in multiple states and across several countries can reduce visibility into your personnel and increase your organization's complexity, while also introducing new risks. The pressures are real, but ADP Workforce Now™ Enhanced HR can help.

A robust Human Resource Management Solution helps companies comply with applicable government regulations, increase efficiencies and improve employee satisfaction.

Here are some of the ways in which ADP's unified approach to global human capital management (HCM) can help you identify and extract the value that's there in the people you already have:

Focus on Your Business

ADP's Workforce Now™ suite of leading edge HR tools strengthen how important HR functions are managed and delivered:

- Allow employees to make online inquiries and receive immediate responses concerning company policies and other employment-related information
- Customize to fit your hiring process and the way you work
- Receive on-demand access to HR compliance reporting

Effectively manage the employee life cycle

Workforce Now™ Enhanced HR helps you stay compliant across the employee life cycle, putting you in control from HR to payroll to ever changing employer-related compliance administration. You can:

- Access, manage and analyze sensitive or complex HR information, like salaries and pay grades for performance reviews
- Improve employee recordkeeping
- Gain convenient access to standard reports that help you maintain compliance with government regulations concerning COBRA, EEO administration and OSHA events

Key Benefits of Automating Human Resource Activities

- **Do More With Less**
  Productivity no longer has to come with a steep price tag. With tools to optimize nearly every aspect of your staff's productivity, ADP Workforce Now helps you do more, know more, grow more — all without boosting your headcount or your budget.
- **Improve Your Bottom Line**
  If you're like most businesses, information is the key to a better-looking financial statement. With ADP Workforce Now, you'll find just what you need to manage HR-related expenses more effectively and help to make smarter fiscal decisions.
- **Help Minimize Compliance Risks**
  With the U.S. Department of Labor's renewed focus on wage and hour enforcement, accurate and accessible records are a must. Let ADP® handle the data details and help reduce your administrative burden as well as your compliance worries.
- **Find, Grow, And Keep Great People**
  From attracting the best candidates to keeping them engaged and productive, ADP Workforce Now works the way you work. In a single system, you gain

Global HR System of Record

Workforce Now™ Enhanced HR helps you manage HR data, through one consolidated and consistent view to track, audit, report and gain insight and control of your global workforce:



- Support multiple pay rate currencies through a global currency tool
- Create custom fields and processes specific to an individual country that only display when needed
- Provide easy access to global employee data for consolidated reporting such as headcount, cross currency compa ratio and full compensation analysis
- Ensure data accuracy with global formatting of tax identifier, addresses and phone numbers so all data entered has valid characters and is the proper length

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How ADP Workforce Now™ Works for You (cont'd)

Workforce Now™ Enhanced Benefits

ADP's Workforce Now™ Enhanced Benefits module is a full-featured benefits administration system that gives you increased control over benefits processes:

- Controls benefits costs by avoiding unnecessary benefit and premium payments, while also reducing the cost of benefits administration and communication
- Reduces labor costs by empowering employees to make benefit changes as a result of life changes or during open enrollment
- Helps to ensure tax and regulatory compliance with easy-to-generate HIPAA certificates and Employee Summary reports
- Protects your organization against premium leakage with electronic carrier connections and invoices

Other key Workforce Now™ Enhanced Benefits features to note:

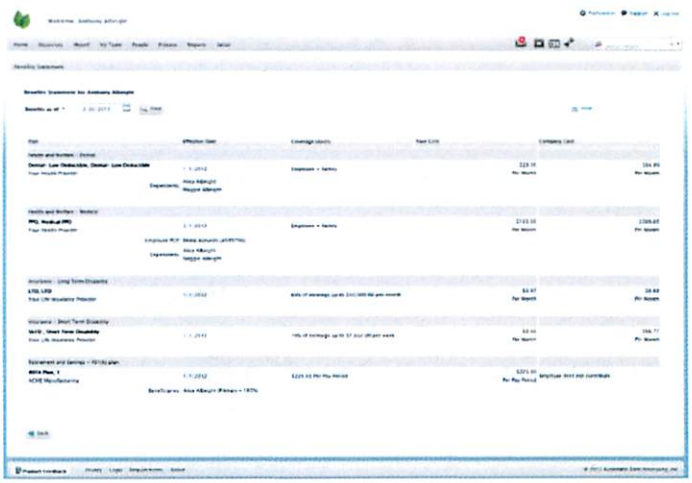
- Insurance carrier connectivity
- Flexible rate structures
- Eligibility drivers
- Dependent age-limit rules
- Medicaid & Medicare entitlement
- Access to informative audit

Enrollment Tools

The Workforce Now™ Enhanced Benefits module simplifies the open enrollment process. You'll enjoy reduced labor costs when employees can make their own benefit elections during open enrollment, and change elections whenever a life event occurs. You can also customize the open enrollment experience based on the specific requirements of your employees and your organization.

Benefits Reporting

The system provides a number of pre-defined reports such as Eligibility Status, Employee & Dependent Enrollments, Employee Enrollment Activity, Benefit Plan Summary and much more. Workforce Now's comparison reporting tool will enable you to compare benefits report data from different points-in-time to identify any changes, additions and/or deletions. For more customized reporting, use the system's user-friendly point-in-time reports to assist with compliance, decision-making and forecasting.



Carrier Invoicing Tools

Carrier Invoicing Tools can help you identify billing discrepancies on the carrier list bill. Additionally, Workforce Now's invoicing tools can produce time saving self-billing reports. With these tools, you can efficiently reconcile carrier invoices, and ensure that you are paying the correct amount for your employee enrollments.

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How ADP Workforce Now™ Works for You (cont'd)

Workforce Now™ Talent: Recruiting & Staffing

Every job candidate you hire brings to your organization knowledge, skills and experience to propel your business forward. Your company depends on you to hire and develop the best talent to give your organization a distint competitive advantage. The strategy starts with you. Executing your plan? We can help with that.

According to a January 2009 study by ADP, published in *HR Outsourcing Redefined: Options for Workforce Management*, HR professionals are spending an estimated 45% of their time on administrative tasks. This requires a system to relieve the paperwork burden. At ADP, we specialize in cutting the "administrivia" so you have time to think — and hire — more strategically.

Ace your first impression with unique job postings.
Hiring is a lot like dating — first impressions matter. Let ADP Workforce Now™ help you put your best foot forward so you can attract the kind of candidates that become your best employees.

- Create customized postings that get you noticed...first.
- Build your talent pipeline by letting candidates create a unique secure profile on your recruiting website.
- Track your time to hire and find top talent.

Find your employees on the sites they frequent.
According to a recent study by the Society for Human Resources Management, employers have stepped up their use of social media by nearly 25% over the last two years. With ADP's fast & friendly requisition wizard, now you can:

- Place your posting on Career BuilderTM, LinkedInTM, MonsterTM and FacebookTM.
- Pre-populate your job information with data that's already in your ADP system.
- Customize the approval process to fit your company's unique workflow.

Make screening a snap.
Add ADP's integrated Screening and Selection Services to your ADP Workforce Now™ system, and you've got a powerful one-stop interface for applicant management.

- Avoid re-keying into multiple systems
- Choose from an array of background checks, including identity validation, past employment, government and criminal records, and drug testing
- Help ensure compliance throughout your screening and hiring process

Align your strategic & financial goals.
Hiring can be a time-consuming undertaking — and an expensive one if not executed wisely. Leverage the power of ADP Workforce Now™ to help control your costs, improve your process, and create the fastest route to success.

- Know your cost and time to hire.
- Uncover obstacles that are making your hiring process less than effective.
- Identify and hire excellent talent before your competition can.

Onboarding & Engagement

- There's no doubt that the onboarding process represents significant investments in time and money, especially for companies that still handle each task manually. Now, you have a system that pulls it all together for you

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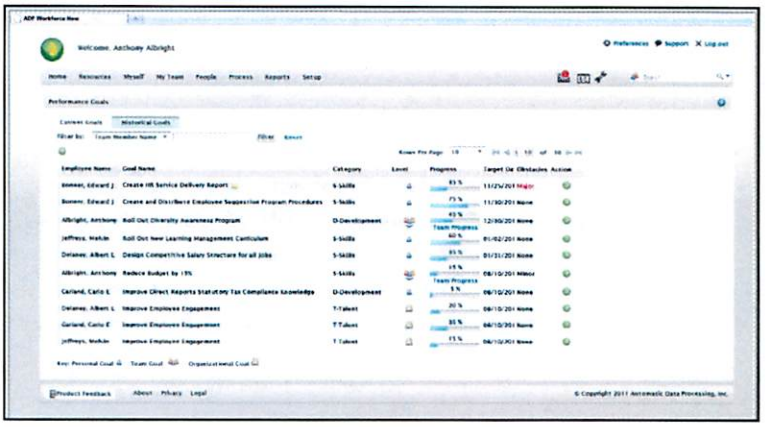
How ADP Workforce Now™ Works for You (cont'd)

Workforce Now™ Talent: Performance and Goals Management

ADP Workforce Now™ Talent Management Solution is a complete approach to managing your talent, from newly hired to retirement. You get one system to help make the most of your biggest asset — your people.

Empower & engage employees to drive growth.
Engage managers and employees alike with a proactive, consistent approach that makes performance reviews and goal management a pleasure. Use our completely configurable tools and at-a-glance dashboard to:

- Rate and weight key performance information
- Speed up the review and approval process
- Take a competency-based approach that can help drive continuous growth
- Use performance reviews to establish and execute on personal, team & company goals.



Connect employees, managers and HR professionals, with no IT involvement. ADP Performance Management enables HR departments to operate in a more proactive, timely and responsive manner throughout the performance management process. Additionally, it helps HR professionals to better service managers by putting performance information at their fingertips to identify professional growth opportunities and employee retention and satisfaction strategies. Employees can access current and historical review information as well as receive notification of upcoming reviews.

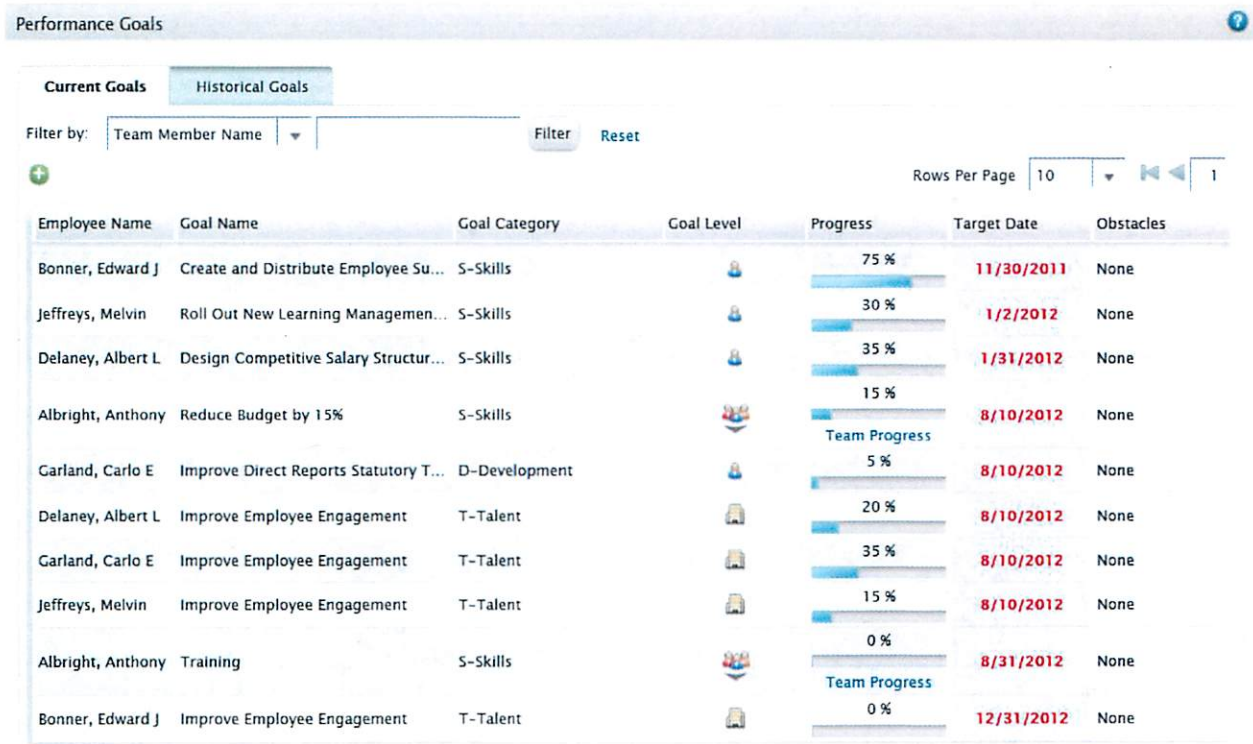
Custom performance review templates can be assigned to the group or individual level. At a group level, they can be mass assigned based on common review or anniversary date. These templates can include questions, rating scales and acknowledgment collection. Automated reminders are included in the workflow based on review due dates. This eliminates the manual administration often associated with tracking and reminding users.

Highly effective talent management strategies mean greater employee productivity where the average revenue per employee is 26% higher; reduced voluntary turnover with high performers having 41% lower turnover; and improved ability to adapt to today's economy with 28% less likely to have experienced a major layoff (>10%). Another Bersin & Associates study titled, High Impact Talent Management: Trends, Best Practices, and Industry Solutions, showed organizations that have implemented fully integrated talent management suites have achieved a 60% higher return when compared to organizations that are utilizing non-integrated solutions. — Bersin & Associates, 2009.

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How ADP Workforce Now™ Works for You (cont'd)

With Workforce Now™ Performance Management Tools, Employers can ensure alignment of Organizational Goals, Team Goals and Personal (individual) Goals. These can allow for employee contribution to update progression and completion. Managers can add and assess an employee's goals on the performance review form.

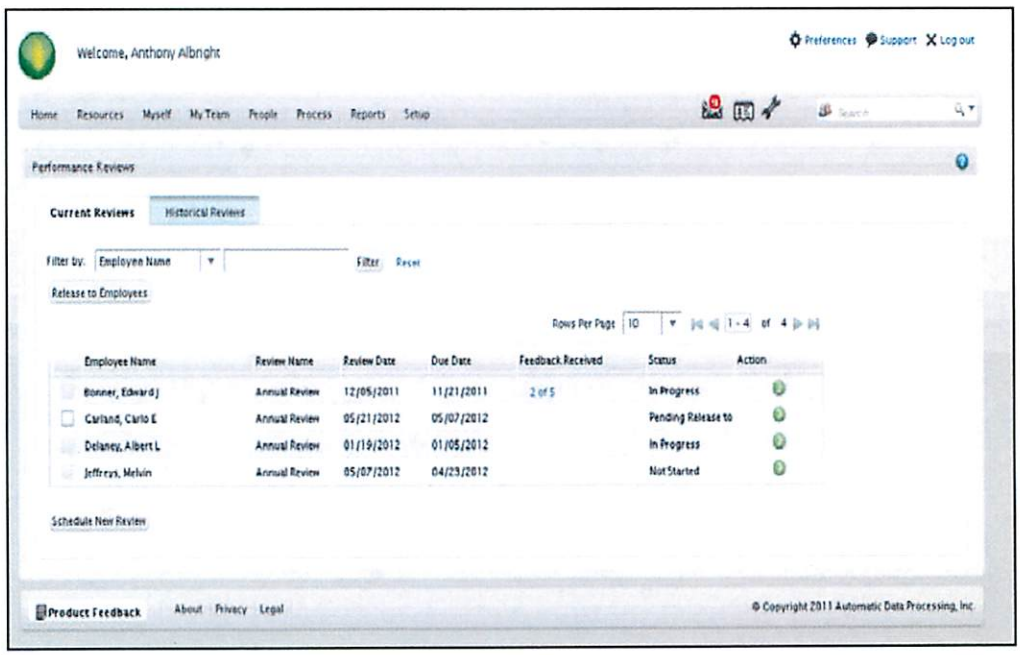


Employee Name	Goal Name	Goal Category	Goal Level	Progress	Target Date	Obstacles
Bonner, Edward J	Create and Distribute Employee Su...	S-Skills		75 %	11/30/2011	None
Jeffreys, Melvin	Roll Out New Learning Managemen...	S-Skills		30 %	1/2/2012	None
Delaney, Albert L	Design Competitive Salary Structur...	S-Skills		35 %	1/31/2012	None
Albright, Anthony	Reduce Budget by 15%	S-Skills		15 % Team Progress	8/10/2012	None
Garland, Carlo E	Improve Direct Reports Statutory T...	D-Development		5 %	8/10/2012	None
Delaney, Albert L	Improve Employee Engagement	T-Talent		20 %	8/10/2012	None
Garland, Carlo E	Improve Employee Engagement	T-Talent		35 %	8/10/2012	None
Jeffreys, Melvin	Improve Employee Engagement	T-Talent		15 %	8/10/2012	None
Albright, Anthony	Training	S-Skills		0 % Team Progress	8/31/2012	None
Bonner, Edward J	Improve Employee Engagement	T-Talent		0 %	12/31/2012	None

Gain a 360° view of employee performance.

Once you've made a great hire, ADP Workforce Now™ can help turn a stellar candidate into a performance star. We'll bring together the data you need to spot performance trends, identify candidates for career growth, and address issues before they become problems.

- Leverage the power of a complete historical performance record for every employee.
- Track progress toward individual and organizational goals.
- Strengthen your compensation and succession planning.



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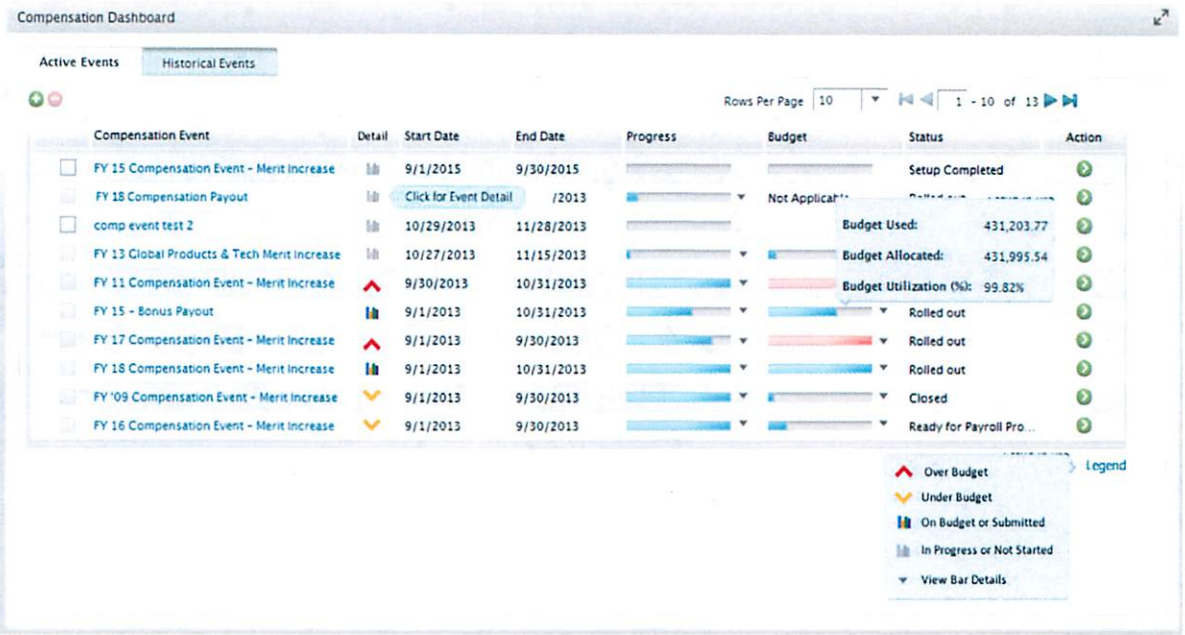
How ADP Workforce Now™ Works for You (cont'd)

Workforce Now™ Talent: Compensation Management

> Compensation is often the single biggest cost to an employer and, depending on the industry, can be up to 70 percent of a company's annual operating costs.
>
> — *Enterprise Compensation Solutions: The Next Wave in Integrated Talent Management*, Bersin & Associates

To stay competitive, companies must work hard to ensure they both pay equitably and accommodate for differences in industries, job positions and geographies. A company's strategic approach to compensation planning directly impacts their ability to attract and retain top talent.

For many organizations, continued reliance on spreadsheets and manual compensation planning has critical implications for those charged with compensation planning. Data analysis is often incomplete, plans cannot be completed in a timely fashion, inequities arise and errors are inevitable. Workforce Now™ Compensation Management streamlines the process and lessens the risks of your current practice.



Pay for Performance

- Drive a pay-for-performance culture by linking employee performance with awards. Define award guidelines consistent with your organizational goals and overall culture.

Budget & Guidelines

- Simplify the merit and bonus event cycle. Provide managers with an intuitive tool to complete award recommendations.
- Define budget plans that reflect your business practices (top down/bottom-up) and assign manager specific budgets.
- Eliminate manager confusion and ensure adherence to budgets by utilizing the built-in client configurable merit matrix and initial recommendation tool.

Approval Workflow & Communication

- Leverage Workforce Now™ unified database to ensure each stakeholder is securely reviewing the most up to date data.
- Managers, HR Professionals and Executive Stakeholders each have tremendous visibility to all aspects of events and recommendations that impact their organization.
- Ensure changes made during a compensation event do not conflict with changes made outside the event.
- Communicate client customizable compensation notices via self-service or leverage mass print functionality.

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How ADP Workforce Now™ Works for You (cont'd)

Workforce Now™ Essential Time

Workforce Now™ Essential Time is an automated employee time and labor management solution that can help you tighten control over your labor costs by proactively reducing overtime through real-time labor tracking and scheduling forecasts, in addition to improved wage and hour compliance and payroll accuracy. Enable supervisors to complete routine tasks and simplify employee scheduling in a fraction of the time so your managers can spend more time analyzing labor data and addressing issues that impact productivity and profits.

> *Integrating time & attendance with payroll—this leads to a cost efficiency of 14% over a manual approach or an approach that is not integrated. — PriceWaterhouseCoopers LLP, 2011.*

Focus on Your Business – Leave the Time & Labor Management to ADP

With continued pressure to reduce costs, employers need to take a more proactive approach to managing employee time and maximizing productivity. Automating time and labor management can be one of the fastest ways for you to improve your bottom line.

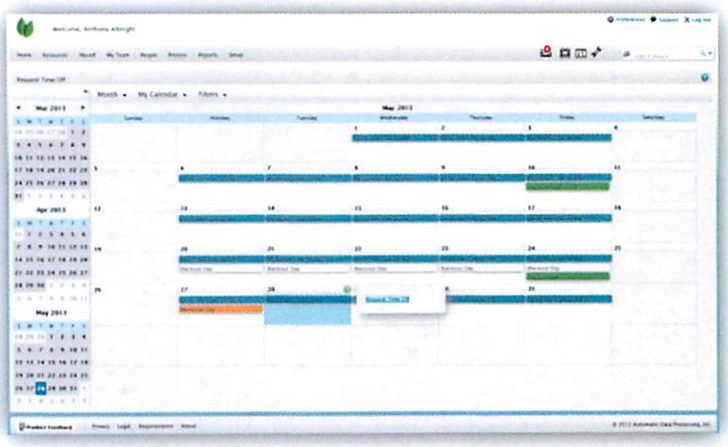
ADP's Workforce Now™ Essential Time Module is an ideal time and labor management solution. It provides a complete set of tools to schedule, track, and measure workforce performance. Through seamless integration of time and attendance, scheduling, and absence management, you'll have access to accurate, up-to-the-minute information, eliminating the need for duplicate data entry and enabling you to make informed workforce management decisions.

Compatible and Flexible Solution – No Installation or Maintenance of Hardware or Software

With Workforce Now™ Essential Time, your time and labor management solution is hosted at our secure data center – eliminating the need for you to install or maintain any software or hardware. You enjoy complete peace of mind knowing that ADP takes care of everything – data backups, software updates, and network security measures that include 24/7 monitoring of unauthorized access attempts, plus industry leading 128-bit encryption Secure Socket Layer (SSL) and firewall protection.

Collection and Calculation

Workforce Now™ Essential Time automates the error-prone process of collecting and tracking employee time manually. Its parameter-driven, rules-based engine accommodates complex pay policies, such as multiple pay codes, rounding rules, overtime calculations, and multiple wage rates. Accurate time calculation with Workforce Now™ Essential Time begins with flexible, intelligent data collection via PC, biometric, telephone, wireless, and ID badge card devices. You enjoy accurate data collection wherever your workforce is located.



Your employees will welcome access to data, such as hours worked, accrual balances, schedules, and ability to request time off. Your managers will have all the real-time data they need to make better decisions and keep a tight control over labor costs. Also reduced is the time employees spend on payroll-related matters, and administrative time that managers spend grappling with time and labor management questions and issues.

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How ADP Workforce Now™ Works for You (cont'd)

Automate the Scheduling Process

Workforce Now™ Essential Time helps companies to streamline their scheduling process and schedule adequate staffing coverage. By automating the scheduling process you:

- Prevent unauthorized work
- Highlight attendance issues before they impact morale and profitability
- Manage groups that work rotating or variable shifts more easily
- Identify potential over and understaffing issues

Make Better Decisions with Better Information

Workforce Now™ Essential Time does more than supply you with accurate, real-time data. It makes data available in a variety of ways, providing you with actionable insights to make better decisions concerning your most important – and most expensive – resource...your people.

ADP's automated time and labor management solution:

- Uses one centralized collection, calculation, and tracking tool, so the information you need to access is always up-to-date
- Provides you with daily visibility to costs and budget impacts
- Enables you to share information with your managers, empowering them to help you lower your organization's labor costs
- Provides information to help you comply with government labor reporting requirements

Improve Productivity with Self Service

Self service enables you to provide better service to your employees, while freeing your managers and administrators to focus on core business matters. Employees and supervisors can get the answers themselves. Authorized users will be able to view hours worked, schedules and paid time off balances online 24 hours a day prior to initiating time off requests. Supervisors and managers can readily access their own information, as well as that of employees who report to them so critical requests such as time off can be acted upon in a timely manner. In addition, with online help at your fingertips, you and your employees can get answers to questions in minutes and quickly take advantage of new features as they become available.

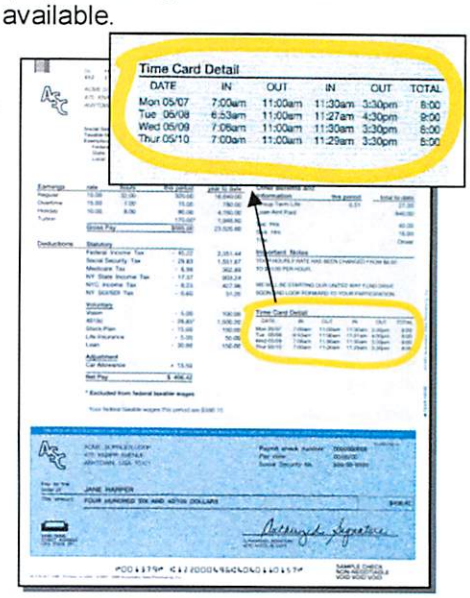
Employees:

- Can access hours, schedules, and accrual balances without manager or HR interface
- Use tools such as built-in templates to request time off or shift coverage

Managers:

- Gain easy access to scheduling, accrual balances, and total hours worked to make better and faster decisions in response to employee requests
- Can spend more time focusing on core responsibilities

Self service can also significantly enhance communication and productivity within your organization by reducing the cost of HR transactions, improving employee satisfaction, and contributing to reduced employee turnover.



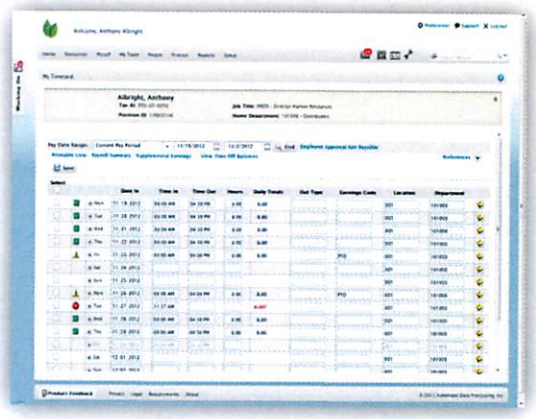
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How ADP Workforce Now™ Works for You (cont'd)

Workforce Now™ Essential Time is the Labor Management Solution for Your Company
When you select Workforce Now™ Essential Time from ADP, you benefit from the stability and resources of a recognized industry leader. From implementing your system to delivering ongoing support, ADP is constantly there for you. You'll benefit from a totally unified system with these added advantages:

- Start using Workforce Now™ Essential Time without a major capital investment.
- Because there is no long term contract, ADP has a powerful incentive to continually provide upgrades and Service Excellence.
- Unlike other time & attendance vendors, ADP doesn't require you to purchase equipment. Simply add hardware as your needs change.
- Data can be electronically transferred to and from your payroll service without having to re-key it — whether you have an ADP payroll product or not.
- With ADP payroll, employees can view their in-and-out punches directly on their ADP pay stubs.
- Upgrades and changes are always compatible with ADP payroll services.

By automating your time and attendance, Workforce Now™ Essential Time gives your company a tremendous efficiency boost. You can save money through improved accuracy and reduced labor expenses, while accelerating your payroll process in the bargain.



Workforce Now™ Essential Time summarizes year-to-date attendance information such as total hours worked, vacation and sick time, plus exception information. This makes it a tremendous help for performance evaluations! Workforce Now™ Essential Time also compiles easy-to-retrieve records of employees' actual in-and-out punches. This helps you comply with government regulations, including the provisions of the FLSA, while eliminating the need to store most paper files.

Reporting – Manage Labor more effectively
Workforce Now™ Essential Time provides valuable management reports so you can easily analyze labor costs and make better decisions. Standard reports can be scheduled in advance and include:

Timecard Reports: Review in and out times, as well as daily totals for each employee (supervisors and payroll administrators)

Payroll Reports: Verify payroll totals by reviewing each employee's hours for the pay period

Attendance Reports: Analyze absences and late punches for evaluations and performance reviews

Schedule Reports: Helps ensure that you have appropriate coverage for each shift

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How ADP Workforce Now™ Works for You (cont'd)

Every company is required to manage, safely store, retrieve and retain specific employee records for compliance reasons. Additionally, there are many other employee documents that need to be accessible to various authorized individuals within an organization. ADP is redefining the document management process for mid-sized companies by providing a vehicle to simply and securely store and provide access to all your employee documents – in the Cloud!

> Organizations spend in labor costs $20 (on average) to file a document; $120 to find a misfiled document; $220 to reproduce a lost document. Of all documents, 7.5% get lost; 3% of the remainder are misfiled.
> *– PriceWaterhouseCoopers LLP*

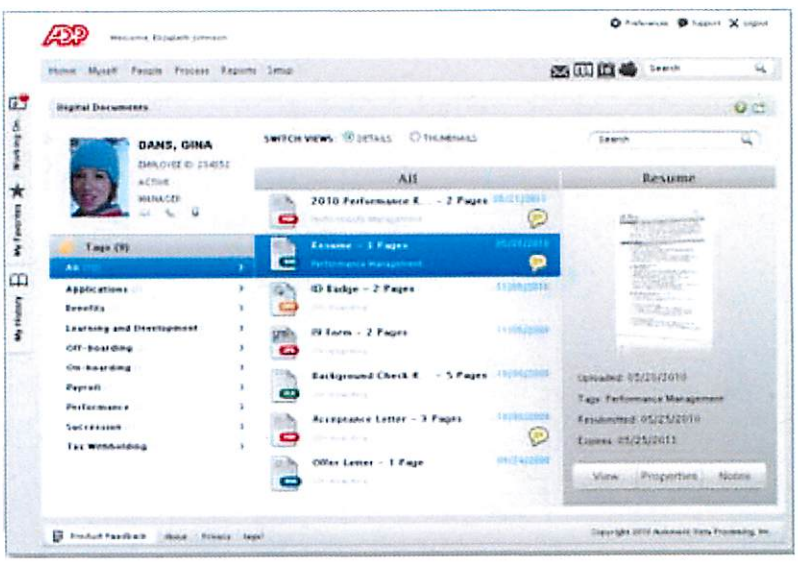
Workforce Now™ Document Cloud™

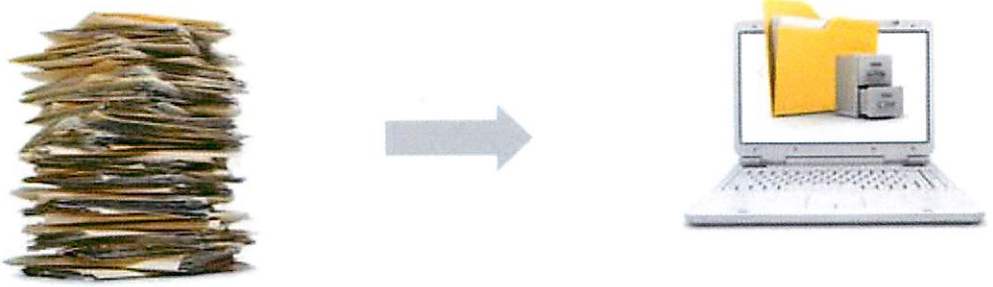
Introducing Workforce Now Document Cloud, where you can store employee documents in one unified database: Workforce Now™. Access your employee documents anytime, anywhere and from any location.

Workforce Now Document Cloud supports a company's green initiatives while helping to stay compliant with document storage regulations. Workforce Now Document Cloud includes role-based security functionality designed to assist with the multitude of recordkeeping requirements under federal law such as the ADA, FMLA and HIPAA. By using Workforce Now Document Cloud, your HR Department can become more productive and can reduce storage costs associated with physical document storage.

Included Features:

- Secure Cloud based Documents Storage
- Attach any digital document / file to an employee
- Integrated with HCM
- Document Access Auditing
- Categorize, tag, annotate documents
- Easily search, view, print and send documents on demand
- Universal web mobile viewer





***ADP does not offer legal advice, please consult your Legal or HR professional for specifics on what documents may be required to retain, who in your organization should have access and record retention requirements under any applicable laws.**

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ADP's Optional Ancillary Services

Worldwide Payroll

Multinational countries looking toward international expansion are tasked with adhering to fast-changing local compliance, gaining control and visibility of multiple subsidiaries, minimizing people-related costs and protecting the company's most sensitive information.

An effective multi-country payroll solution must appropriately address platform incompatibilities, integrate diverse data and centralize multi-country information at both local and global levels. It must also adequately standardize service levels across vendors and integrate knowledge of local compliance.

We are wherever success takes you



ADP Streamline's global payroll and HR administration is rapidly expanding to over 100 countries. Our payroll experts are well-versed in local laws, risks and requirements. This, combined with ADP Streamline's supervision and quality auditing across the network, can help you improve accuracy and compliance wherever your expansion and consolidation initiatives take your business.

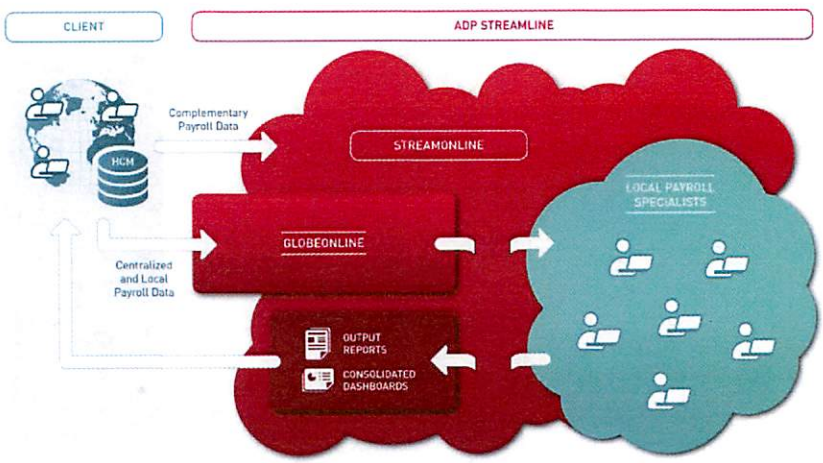
ADP Streamline is an end-to end global payroll solution that combines cloud-based technology with outstanding service and local expertise, offering companies with multi-country presence high visibility and control of their global operations. Its powerful connectivity, integration and reporting capabilities extend the value of payroll information and help companies maximize their current global HR, thereby gaining competitive advantage.

ADP Streamline Technology

The backbone of the ADP Streamline solution is its agile two-fold technology, which creates a continuous input/output feedback loop between your ERP or HRIS and ADP Streamline's country-specific payroll systems.

GlobeOnLine™ is a 'Software as a Service' solution, provides an easy-to-integrate gateway with the flexibility to receive payroll data automatically from your centrally or locally managed HR information systems.

StreamOnLine Payroll Management gives you complete visibility of your multi-country payroll and eases HR administration with access to the end-to-end payroll process, consolidated reports and training portal.



ADP Streamline: reduce risk and gain peace of mind

Backed by over 60 years of market leadership, ADP provides a safe environment for transactional data and business statutory reporting with security levels appropriate to the risks represented by the processing and the nature of the client's data. ADP is an ISAE 3402 Certified Company.

ADP Streamline alleviates the burden of multi-country business complexity by offering a single, flexible service delivery model that adapts to your needs. It replaces multiple vendors and applications with a unified contract, a single point of contact, one invoice and a flexible price structure.

ADP Streamline reduces maintenance and infrastructure costs with managed services, simplifies workflows by automatically updating country payroll data from central HCM, keeps system updated with changing national statutes and payroll legislation and facilitates regionalization by providing visibility of global payroll processing.

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ADP's Optional Ancillary Services

Workers' Compensation
Pay-by-Pay® is available to assist with workers compensation administration. Pay-by-Pay helps improve your cash flow by eliminating hefty up-front annual premium deposits and by basing premium payments on your actual payrolls and carrier rates rather than estimates. Convenient online reporting helps you better manage workers' compensation claims.

401(k) Administration
One of today's most valued employee benefits is a 401(k) plan. ADP's comprehensive defined contribution plan offers diversified investment options, professional trustee services, comprehensive record keeping, and up-to-the-minute employee communication. The ADP 401(k) plan is a comprehensive package, from initial plan design and enrollment through investment options, recordkeeping and testing.

Features of the plan and its administrative services include:

- Payroll integration — Participant contributions are deducted and deposited as part of ADP's payroll processing service.
- Enrollment materials and support — ADP provides customized enrollment materials to eligible employees and on-site enrollment specialists where needed. Enrollment kits are available in English and Spanish.
- Investment options — Choose from two distinct investment portfolios, each of which offers investment options from conservative to aggressive.
- Participant communications — Participants have access to a toll-free interactive voice response system and secure website for account updates and a variety of retirement planning tools and resources.
- Quarterly participant statements — Participants receive personalized quarterly statements with account balances and transaction details.
- Plan activity reports — These monthly reports summarize all 401(k) plan activity.

Screening and Selection Services
Lack of thorough screening can expose your company to legal liability, loss of customers, and loss of productivity. Background screening services with compliance support reduce risk and enhance time-consuming processes. ADP can perform a well-rounded mix of background checks on every applicant, but not all positions require the same degree of investigation. Therefore, the ADP Screening and Selection Service lets you establish the levels you need, by position. ADP's smart hiring technology includes easy-to-understand reports and our criminal court records include a convenient summary section. ADP also provides you and your organization with protection by helping you comply with current employment regulations. And, we help give you the confidence to make justifiable decisions based on facts and best practices.

Latest estimates have nearly 7 out of 10 employers noting the cost (of recruitment, training, severance, and productivity) of replacing a bad hire at 200-300% of an employee's salary. — American Management Association, 2006.

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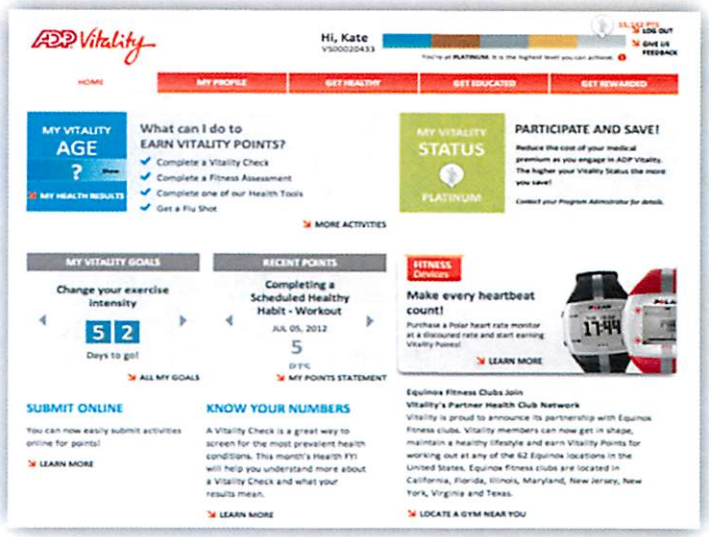
ADP's Optional Ancillary Services

ADP Vitality - *A superior wellness solution for your employees.*
It couldn't be more timely. ADP Vitality is a best-in-class, truly plug-and-play, payroll-integrated wellness solution designed to meet the needs of employer groups like yours. Employers of all sizes are taking more aggressive steps to manage the persistent rise of healthcare costs. Today, six in 10 mid-to-large employers and four in 10 small businesses have a wellness program of some kind in place. Those who don't are restrained by cost, administrative barriers or lack senior management buy-in.

That's where ADP Vitality comes in.
ADP has joined forces with The Vitality Group to offer ADP Vitality, a comprehensive online wellness program that promotes fitness, prevention, education and motivates and rewards healthy living. Vitality is the longest-standing, actuarial-based wellness program that's data driven in design, global in scope — and proven to reduce medical costs. With more than a decade of experience and an established record of success, Vitality is at work for more than 3.5 million members across four continents.

Payroll integration eases several other aspects of the program for your business:

- Single sign on for ADP Vitality and ADP payroll services
- Automatic enrollment feeds your employee data into the Vitality program
- Adjustments to payroll-based health plan contributions happen automatically



ADP Vitality helps your business:

- Manage health care expenses
- Reduce absenteeism and presenteeism
- Increase employee engagement
- Lower claims and other impacts of illness
- Automate your health incentive program activities

ADP Vitality helps your employees focus on:

- Fitness: A rewards program that's easy to understand and use
- Prevention: Biometric Screening and Health Assessment give instant feedback on specific health characteristics, risk factors, and clear, honest answers and recommendations
- Education: Content on a broad range of health topics, including courses on nutrition and mental well being
- Healthy Living: Get a variety of opportunities to manage and/or improve health status while earning points toward lowering healthcare costs through a personal wellness portal with mobile options
- Valuable discounts such as savings on health club memberships

Workplace wellness is hotter than ever. Companies of all sizes are acting on the belief that creating a culture of health increases productivity, reduces claims and ultimately drives down healthcare costs. Now, ADP Vitality gives you the opportunity to put wellness to work in a highly effective, turnkey way.

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ADP's Optional Ancillary Services

ADP Consumer Healthcare Accounts

Results show that health spending was reduced significantly in the inaugural year of HSA plan in medical, pharmacy, and total-claims categories. In the first year of the HSA, the employer's aggregate health care spending was reduced by $527 per person.

– Employee Benefit Research Institute

An exceptional value for employers – a user-friendly experience for employees

ADP Consumer Healthcare Accounts from ADP are designed to remove administrative burden, comply with regulatory requirements and maximize FICA savings while delivering a user-friendly and engaging experience so more employees are satisfied with your spending account program.

One vendor for all spending accounts

ADP has 25 years of experience administering spending accounts for more than 1.52 million participants. We offer:

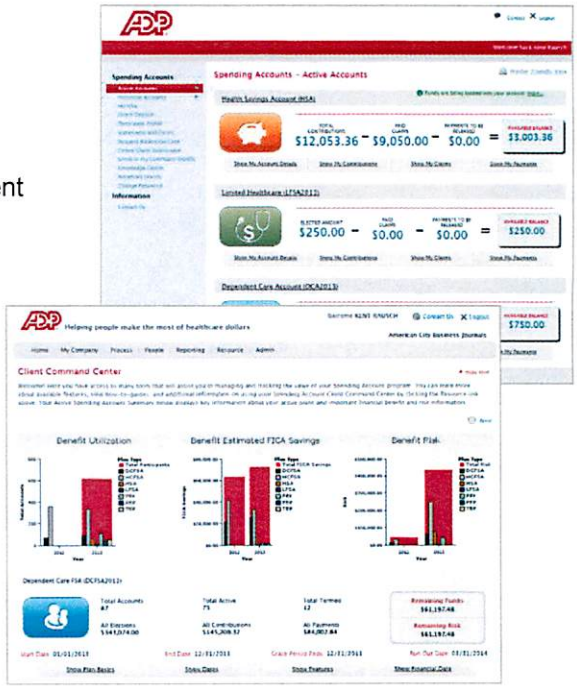
- Health Savings Account (HSA)
- Health Flexible Spending Accounts (FSA)
- Dependent Care FSAs

ONE EXPERIENCE REGARDLESS OF HEALTH CARRIER – One Web | One Mobile | One Card

Spending Accounts enable eligible employees to pay for certain medical and dependent care expenses with pre-tax dollars. Contributions are deducted from participants' paychecks each pay period before calculation of federal income and Social Security taxes. As a result, employees' income taxes are reduced; they benefit from increased take-home pay, and pay no taxes on FSA reimbursements.

ADP Workforce Now™ offers complete Spending Account administrative services:

- **Payroll integration** — Automated deposits as part of ADP's payroll service.
- **Claims processing** — Typically within 1-2 business days and payment request is processed the same day.
- **Payment options** — Card, direct deposit, or check.
- **Quarterly statements** — Online account summary
- **Plan activity reports** — Comprehensive dashboard, plan account summaries, and annual year-end reports.
- **Participant mobile app** – Get account balance and claim information on the go.
- **Self-service website** — Key account information for participants and employers.
- **Marketing** – online communications and marketing campaign
- **Financial control** – Zero prefund required



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ADP's Optional Ancillary Services

Flexible Spending Accounts (FSA) Administration

Flexible Spending Accounts enable eligible employees to pay for certain medical and dependent care expenses with pre-tax dollars. Contributions are deducted from participants' paychecks each pay period before calculation of federal income and Social Security taxes. As a result, employees' income taxes are reduced, they benefit from increased take-home pay, and pay no taxes on FSA reimbursements.

ADP Workforce Now™ offers complete FSA administrative services:

- Payroll integration — Participant contributions are deducted and deposited as part of ADP's payroll processing service.
- Enrollment support — ADP provides standard enrollment and claims forms, plus enrollment brochures and welcome materials for new participants.
- Daily claims processing — Once a claim has been approved, the request for payment is processed the same day.
- Flexible payment options — Reimbursements may be paid by check, direct deposit, or stored value card.
- Quarterly participant statements — ADP provides quarterly participant account summary statements with customizable messages.
- Plan activity reports — You'll receive comprehensive summary account statements and annual forfeiture reports.
- Self-service website — Both you and your participating employees can access pertinent account information online.

Commuter Benefits Administration

ADP helps you implement, administer and support a qualified pre-tax commuter benefits plan, including:

- Your choice of manual processing or an online commuter benefits service
- Automated payroll deductions
- Web access to ADP service and support
- Secure access to plan participant information

COBRA Administration

ADP Workforce Now™ COBRA administration helps lessen your risk of COBRA noncompliance. You no longer have to commit time, personnel and other valuable resources to maintain COBRA paperwork and understand its complex, challenging — and changing — administrative procedures. COBRA notification services are provided to the employees and qualified beneficiaries identified by you who meet qualifying event requirements under COBRA.ADP COBRA manages notice requirements, participant elections, premium payments, and associated grace periods. In addition, ADP also provides HIPAA certificates of creditable coverage administration for COBRA participants.

76% of Executives believe that Healthcare Reform will create added Administrative Burden, while 51% of those same Execs felt that their HR Group was under staffed. — Nelson Hall, 2009.

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ADP Expertise

ADP Implementation Approach



Your ADP project team will work closely with you and your company to develop a project timeline, and will collaborate with you to help ensure milestones are met timely and accurately.

People

An ADP project manager is accountable for your implementation so that you can effectively participate while managing day-to-day business. All ADP Project Managers complete a thorough training curriculum inclusive of project management best practices and business acumen instruction.

Highly trained specialists with practical experience will align with your project stakeholders to:

- understand your organization
- discuss best practices
- design, configure, and validate a solution on your unique requirements

Process

ADP's structure implementation methodology is a step-by-step approach based on best practices gleaned from tens of thousands of implementations.

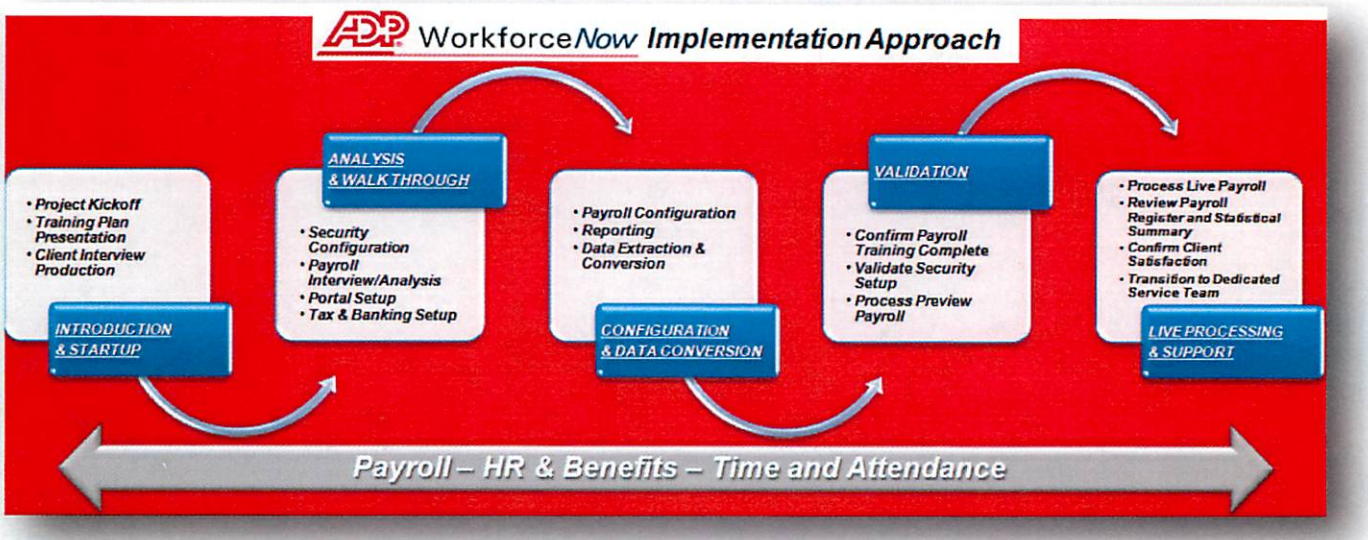
See the Process phases and activities on the table below.

Technology

ADP's highly engineered implementation methodology is built on an easy-to-use yet highly innovative workflow tool, allowing automation of traditionally labor intensive process steps.

- Security setup
- Data extraction
- Project plan maintenance

ADP will collect and convert your current employee data, typically in five business days or less, utilizing technology to help insure a rapid and accurate data conversion.



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ADP Service Excellence

At your service.

Wherever you do business across the street or around the world, you can count on ADP to help you succeed.

ADP's Approach To Services: Sales and Implementation will be working diligently with you to discuss, design and deliver leading-edge solutions to help you run your business. Your ongoing ADP Service team continues this approach with a focus on your success.

People

- **Tenured:** One of our ADP Values is that "Each Person Counts." We value our associates and are focused on their engagement and retention. Our average Service Associate has over 12 years of experience.
- **Experienced:** Our Service Associates complete a six-month training program, followed by 80 hours of product and skills training annually.
- **Industry-certified:** We sponsor our Service Associates to attain key industry certifications, such as Fundamental Payroll Certification (FPC), Certified Payroll Professional (CPP) and Professional in Human Resources (PHR).
- **Service Excellence:** All of our Service Associates are focused on delivering the key elements of our approach to Service Excellence – partnership, being proactive, delivering insightful expertise and being easy to do business with.

Process

- A **Dedicated Service Team** focused on ownership and on resolving your requests in a timely, effective and accurate manner with a personalized approach.
- **Specialized HR and/or Time & Attendance Associates** partnering with your Dedicated Service Team to handle your specific requests.
- Free **Training Support** provided throughout the year to ensure that you have success in your role. Our Service Center hours of operations are Monday through Friday 8:00 a.m. to 5:30 p.m. (in your local time zone).

Technology

- ADP's Support Center offers you multiple options for support: **24/7 self-service support.**
- A **robust** Knowledge Management System.
- **Tools** that integrate with our service centers and internal systems.

Service Facts:

- 75% of all incoming calls are answered in 20 seconds or less
- 85% of client requests are resolved by a single service representative
- Specialized teams resolve complex requests



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ADP Training

ADP Workforce Now World Class Training

- Professional Certification Program available
- Continuing education units
- Professional education credits
- All ADP core training is free of charge. (Late cancellation fees may apply.)

Training magazine TOP 125
ADP #2 in 2010

As part of your ADP Workforce Now™ solution, ADP provides superior training and tools – from the basics to certification. Continuous learning opportunities, throughout the life cycle of your solution, give you what you need exactly when you need it to maximize performance and ensure your success.

- ADP offers a Professional Certification Program for those who want to validate their ADP Workforce Now payroll skills.
- ADP's Beyond Basics Series provides continuous opportunities for you to develop your expertise. The series supports you during year-end processing and when you need a refresher on a topic.
- Once you go live with your ADP solution, you receive unrivaled training on topics and features – precisely when you need it.
- Core training is available at local ADP training centers or in a virtual class. Both provide a structured learning environment with knowledgeable instructors and opportunities to practice using your new solution. Core training for your ADP solution is the foundation for your



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System Requirements (cont'd)

This document lists minimum requirements for the latest version of ADP Workforce Now®.

Note: For Data Collection software requirements refer to the *Data Collection Product Requirements*. For ADP Workforce Now Enhanced Time & Attendance, refer to the *Enhanced Time & Attendance Product Requirements*.

Supported Operating Systems and Browsers

The following browsers are supported for each operating system. **Note**: Pop-up and cookie-blocking software must be disabled. If firewall software is used, permit inbound and outbound traffic on port 443.

	Windows			Macintosh	
	7.0 (SP1) 32 bit & 64 bit	8.0: 32 bit & 64 bit	8.1 OS	Mountain Lion 10.8	Mavericks OS 10.9
Internet Explorer 8*	X				
Internet Explorer 9	X				
Internet Explorer 10	X	X			
Internet Explorer 11	X w/ SP 1		X		
Firefox 24 and higher	X	X	X	X	X
Chrome 32 and higher	X	X	X	X	X
Safari 6.0				X	
Safari 7.0.1					X

*Internet Explorer 8 is a supported browser but is no longer certified by ADP. We will investigate reported issues but will not be actively tested new releases or enhancements with this browser

Mobile Solutions Requirements

- iPhone® (3G, 3GS, 4, 4S, or 5 iOS 4.0 or higher)
- iPad® (iOS 4.0 or higher)
- iPod touch® (3rd or 4th generation iOS 4.0 or higher)
- Android (V2.3 or higher)
- BlackBerry® (v4.6.1 or higher)

Workstation Requirements

- 1 GB of RAM
- 500 MHz processor or higher

Video Requirements

- Super VGA (1024 x 768) or higher resolution video adapter and monitor
- Minimum 256 colors

Disk Space Requirements

- 1.5 GB

Minimum Bandwidth Requirements

The following minimum bandwidth requirements are generally available from cable/DSL providers. Failure to maintain these bandwidths during payroll processing may result in slower response times:

- 0-500 employees requires 512 Kbps.
- Over 500 employees requires 1024 Kbps.

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System Requirements (cont'd)

Third Party Plug-ins

- Adobe® Reader® 9, 10 or 11 for printing Payroll guides, Payroll Preview reports, and manual checks. You can download this software free of charge from the Adobe Web site (http://get.adobe.com/reader/).
- Microsoft Office® 2003, 2007 and 2010

Additional Requirements

ADP Analytics℠

ADP Analytics requires additional setup by ADP and the following supported browsers:

- Benchmarks Explorer - IE9 or higher, Chrome, Firefox, Safari
- Benchmarks Feature - IE8 or higher, Chrome, Firefox, Safari
- PDF Export - IE9 or higher, Chrome, Firefox, Safari

Payroll

- For clients only using the Payroll module, a maximum of 20,000 employees (including active and terminated) is supported regardless of the number of company codes

Multi-Module Clients

- For clients using multiple modules, a maximum of 4,000 employees (including active and terminated) is supported regardless of the number of company codes

Printing Checks on Blank Check Stock

You must enable Microsoft® ActiveX® controls in Internet Explorer® to print checks on blank check stock using the On-Site Printing feature or the Manual Checks feature. You also need a printer specifically designed for Magnetic Ink Character Recognition (MICR) printer. You cannot use a standard laser printer with MICR toner.

Self-Service

- Minimum 56K modem connection
- Pentium™ 330 processor
- 64 MB of RAM

Virtual Classroom Training

- 16-bit sound card
- 1 GB RAM or more
- 1GHz or higher CPU
- Adobe® Flash® Player
- Oracle® Java™ version 6 (update 10) or higher
- Outbound traffic permitted on port 1709
- Microsoft Windows XP, Windows Vista®, Windows 7 or 8
- Apple® Macintosh® 10.6, 10.7 or 10.8 operating system
- Internet Explorer 8, 9, 10, Firefox® 12 or higher, Chrome 15 or higher, Safari 5 or 6
- Microsoft Live Meeting. Apple Macintosh users should use the Web-based Live Meeting client

Exporting Paydata Batches

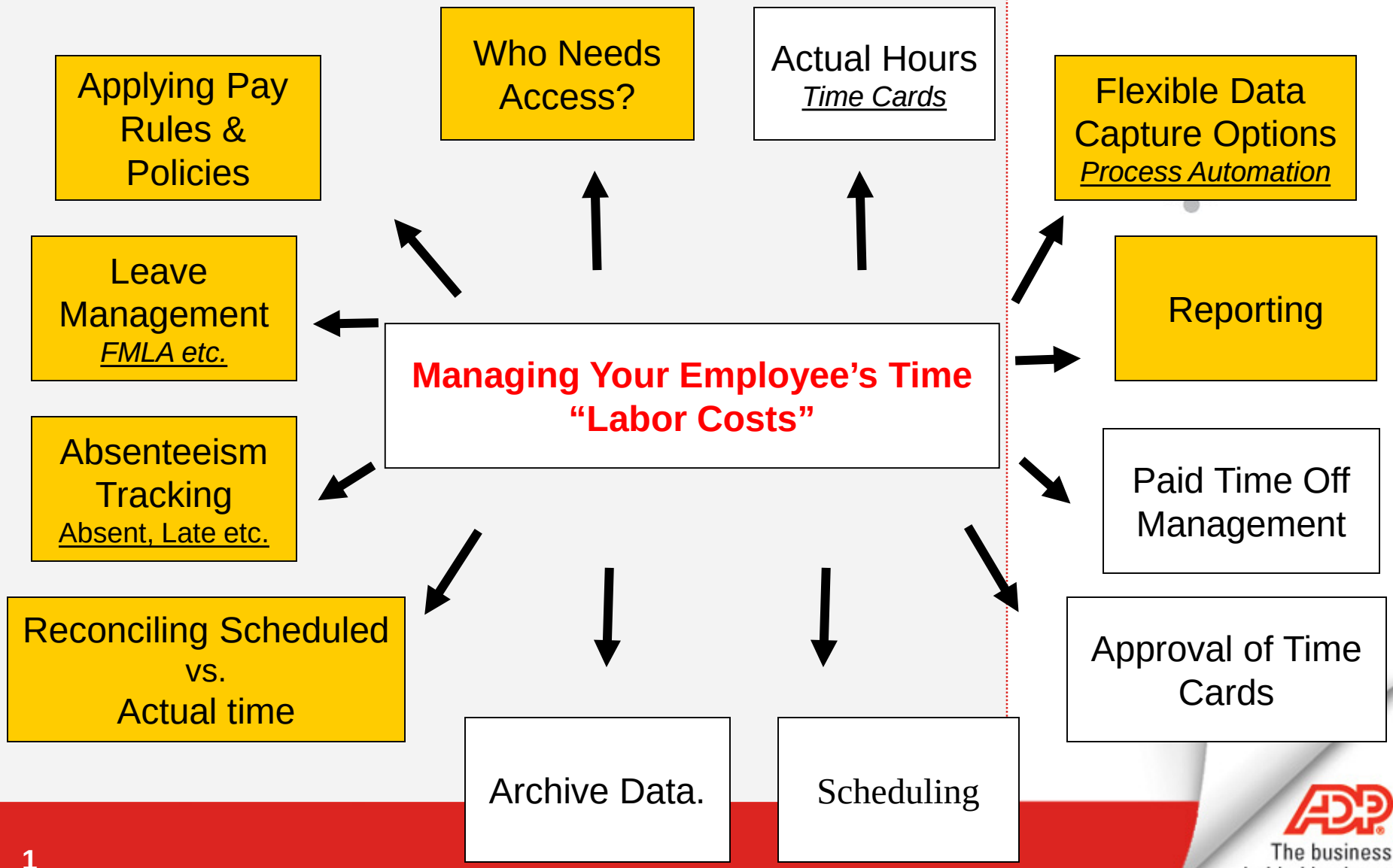
Microsoft Excel® is required to use the Paydata Grid Export utility to export a paydata batch to your desktop and enter paydata via a spreadsheet.

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Processes Around Managing Your Employees Time



The business behind business®

"What's In it For You"

Controlling Costs, Management Focus & Accuracy

- Reduce overpayments due to errors manual processes.
- Reducing avoidable overtime
- Scheduled vs. actual hours
- Lost time / Time Theft –late for work, long breaks
- Reduce inaccurate PTO payments & overpayments

Increase Productivity

- Reduce administrative hours associated with time & labor management
- Automate calculation of hours worked.
- Capture data one time
- Integrated – attendance, PTO, scheduling, payroll, reporting, policies
- Automate PTO, pay rules & policies
- Exception management.
- Direct real time access to current information
- Identify tardy employees
- More effective use of time & scheduling

Reduce Business Risk.

- Fair & consistent application of pay policies & work rules for internal & external compliance.
- Documentation of events.
- Management Focus
- Reporting allows you to turn lemons into lemonade





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Manual vs. Automated Process

Employees / fill out sheet

Reviewed by manager & add labor distribution.

Keyp ch d for tran sion to pa

Crea repo or transcribe informat o other systems f bor reporting

ADP
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Reduce Errors by as much as 3%* through automation

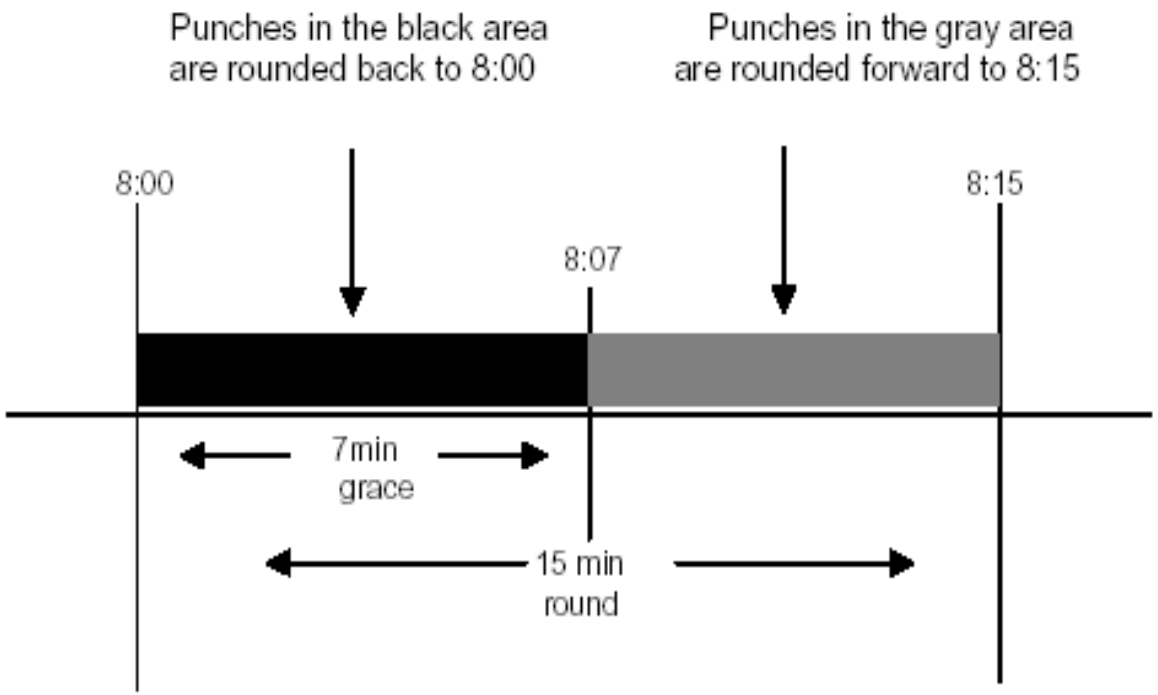
Tabulation Error Rate	Annual Gross Payroll $2M	$5M	$10M	$15M
.25%	$5K	$13K	$25K	$37.5K
0.5%	$10K	$25K	$50K	$75K
1.0%	$20K	$50K	$100K	$150K
2.0%	$40K	$100K	$200K	$300K

*Based on studies by the American Payroll Association and Robert Half Agencies

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Round and Grace

The following is an example of 15/7 round/grace settings:



Example: In the above example, if a punch is entered at exactly 8:07, it is rounded back to 8:00.

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Lost Time – Lost Money

Automation applies your work rules accurately and consistently, eliminating unauthorized overtime and payment for time not worked

Lost time or "time theft" savings consist of wages recaptured by the system's rounding and restriction capabilities. The average weekly "theft" (long lunches and breaks, tardiness, early departure) is 4 hours. **If we save 15 minutes a week per employee….***

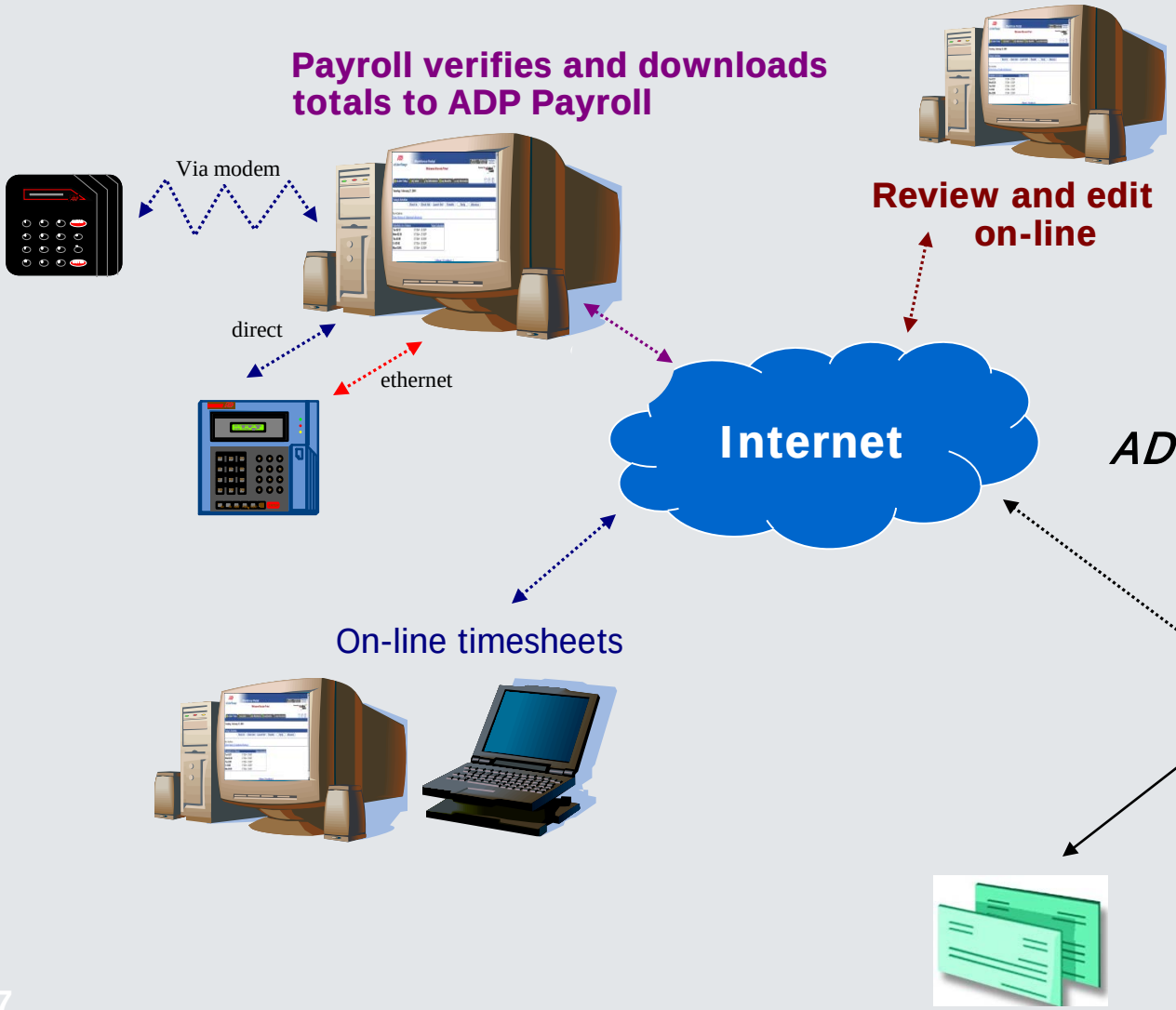
Average Rate	Number of Employees: 100	250	500	1000	1500
@ $5/hr	$6.5K	$16.3K	$32.5K	$65K	$97.5K
@ $10/hr	$13K	**$32.5K**	$65K	$130K	$195K
@ $15/hr	$19.5K	$48.8K	$97.5K	$195K	$292.5K

*Based on studies by the American Payroll Association and Robert Half Agencies

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Overview of the System

Client Site



Why Companies Automate

- Eliminate Manual Process
- Time and Cost Savings
- Control Labor Costs
- Electronic Scheduling
- Time and Labor Reporting / Management
- Fair & Consistent Application of Policies
- Integration with Payroll / HR
- Electronically stored historical data



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Village of Port Chester

Office of the Village Attorney

MEMORANDUM

TO: Mayor and Board of Trustees

THRU: Christopher D. Steers, Village Manager

FROM: Anthony M. Cerreto

DATE: October 30, 2014

RE: Towing/Booting from Private Property

Attached is the finalized draft of a proposed local law regulating towing and booting from private property for your discussion at the November 3, 2014 meeting.

The highlights:

- Establishes a rigorous licensing procedure through the Chief of Police
- Provides for criminal history background check of key officers and employees to ensure professional and trustworthy people will be conducting towing and booting
- Sets up strong procedures to protect consumers against predatory booting and towing practices
- Charges are to be in accordance with County Law

The local law was prepared using the benefit of local codes in neighboring municipalities as well as "cutting edge" codes from Florida which is out in front on the subject.

The Chief of Police is supportive and has recommended that the draft local law be advanced to the Board. In researching the matter, it is clear that administering and implementing the law will require the commitment of dedicated resources in the Police Department and engagement of the community to assure its ultimate success. The Chief should be invited to speak to his needs.

A LOCAL LAW AMENDING THE CODE OF THE VILLAGE OF PORT CHESTER BY ADDING A NEW CHAPTER, CHAPTER 302, TOWING AND BOOTING

SECTION 1: The Code of the Village of Port Chester is hereby amended by adding a new chapter, Chapter 302, entitled "Towing and Booting" and to read as follows:

Section 302-1 Purpose and Intent.

It is hereby declared and found that the nonconsensual towing and booting of vehicles from parking lots that are on privately owned property, as defined in this chapter, in the Village of Port Chester involve matters affecting the public interest. Regulation of these commercial activities through a licensing process is necessary to establish a uniform and predictable system of business operations, balance the rights of private owners to manage and operate their property against the rights of consumers against unreasonable fees, and predatory and illicit practices. The Village is authorized to adopt this local law pursuant to Municipal Home Rule Law, Section 10(1)(ii)(a)(9-a) and Section 10(1)(ii)(a)(12) and General Business Law, Section 399-v.

Section 302-2 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

APPLICANT

An owner of a towing and booting service, seeking a towing/booting license under this chapter.

BOOT

Shall mean the utilization of a "boot" or other device which causes vehicles to be immobile or otherwise renders a vehicle immobile or inoperable.

BOOTER

The licensee who boots or immobilizes a motor vehicle.

BOOTING OR IMMOBILIZATION DEVICE

Any mechanism that is clamped, affixed or locked onto the wheel of a motor vehicle to prevent the wheel from rotating, thereby immobilizing the vehicle, or other similar mechanism that results in the immobilization of the vehicle.

HOOKUP

The steps and actions to be taken in order to totally secure and engage a vehicle for towing.

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LICENSE

A certificate duly issued by the Village of Port Chester to allow the licensee to engage in booting and/or towing.

LICENSEE

An owner of a tow truck company who is the holder of a valid license. This term shall also include said owner's employees or agents.

MULTI FAMILY DWELLINGS

Residences containing three or more dwelling unit.

POLICE LIST

A listing of all licensees who have been authorized to boot and tow from privately-owned property within the Village of Port Chester.

PRIVATELY-OWNED PROPERTY

Real property owned by any individual, firm, association, joint venture, partnership, group, corporation or any legal entity or combination of entities whatsoever, and shall include, without limitation, shopping centers, parking lots, multi-family dwellings and land used for commercial purposes. This term shall include real property, where by agreement with another party, fee title is nominally with the Port Chester Industrial Development Agency, but the lessee is using for the any of the proceeding purposes. This term shall not include property improved by one or two family dwellings.

PROPERTY OWNER

The person who exercises dominion and control over a parcel of real property, including but not limited to the legal title holder, lessee, a resident manager, a property manager or other agent who has legal authority to bind the owner. A person providing a towing or immobilization service may not be appointed as an agent for a property owner

TOW

To haul, carry, pull along, or otherwise transport or remove a vehicle by means of another vehicle.

TRESPASS TOWING

The moving or removal of a motor vehicle, without consent of the vehicle's owner or operator, as authorized by this chapter, when that vehicle is parked on privately-owned property.

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TOW TRUCK

A vehicle that is being used to tow another motor vehicle.

TOW TRUCK OPERATOR

Any person that is operating a tow truck for the purposes of towing.

UNAUTHORIZED VEHICLE

A vehicle that is parked in violation of the posted parking lot rules on the privately-owned property.

Section 302-3 License required.

No person shall engage in trespass towing or booting on privately-owned property without first having obtained a towing/booting license from the Village of Port Chester as provided herein.

Section 302-4 License application requirements.

An applicant for a towing/booting license shall make application to the Chief of Police or his designee on a form provided by the Village which contains the following:

A. A statement of the name and address of the applicant, specifying, in the case of a partnership or an unincorporated association, each partner or member thereof, and in the case of a corporation, the location and address of the place of incorporation and principal place of business, as well as the name and address of each officer, director and stockholder with a controlling interest thereof.

B. A statement of the owner or lessee and address of all properties that will be used for the storage of towed vehicles in connection with the applicant's towing or booting business which location shall not exceed fifteen (15) miles from the subject privately owned property. All motor vehicles towed to such storage location(s) shall be able to be reclaimed by the vehicle's owner or operator on a 24/7 basis. The applicant must provide certification from the municipal enforcement officer charged with the enforcement of buildings and land uses that the storage location(s) to be used are in conformance with the applicable zoning and building codes.

C. A statement as to whether the applicant or any partner, member, officer, director, or controlling shareholder, booter or tow truck driver under the applicant's employ or contract has, within the last five years, ever been convicted of a crime and, if so, the date, crime charged and sentence imposed. These designated individuals shall submit to fingerprinting through the Police Department to enable the Village to obtain a criminal history background check through the New York Division of Criminal Justice Services. The fee for such investigation shall be assumed by the applicant.

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D. A statement whether the applicant has ever been denied a license or permit by any governmental agency or authority to operate a tow truck, towing business and/or booting business and also whether or not any such license or permit has been suspended or revoked and, if so, the date, the location and the circumstances thereof.
E. A copy of all current licenses or permits duly issued to the applicant which authorizes the operation of a tow truck or booting business.
F. A copy of all current licenses or permits duly issued to applicant or its employees and/or agents to operate a tow truck or boot.
G. An indication as to whether the application is for an initial license or a renewal.
H. A certificate of insurance evidencing proof of comprehensive general liability insurance in accordance with Village's standard insurance requirements and indemnification agreement, both approved by the Village Attorney.
I. Vehicle and tow truck ownership information for all vehicles to be used, including but not limited to make, model, year, color, vehicle identification number, license plate number, a copy of each registration, and a copy of all insurance information.
J. Copy of a duly executed contract between the licensee and the owner, lessee, managing agent or other person in control of the privately owned property that is the subject of the license. The contract shall at a minimum contain the following terms:

(i) The legal name, physical address and telephone number of the towing or immobilization service and the property owner requesting the towing or immobilization services;

(ii) The name of the real property owner and the name of any agent, site manager, lessee or other person in control of the real property and the address and/or legal description of the real property from which the vehicle(s) will be towed or at which the vehicle(s) will be immobilized;

(iii) The duration of the agreement. The contract must be in effect for the entire term of the license ;

(iv) The time of day that such towing or immobilization is authorized;

(v) The days of the week that such towing or immobilization is authorized;

(vi) An enumerated list of all fees to be charged to either the property owner or vehicle owner/operator, which shall not exceed the amounts set by the County in Chapter 863 of the consumer protection code;

(vii) The address and tax lot designation of the location where the vehicle will be towed/stored or immobilized. Said storage site shall not be more than fifteen (15) miles from where the tow originates; and

(viii) The signature of both the property owner and the owner, or authorized representative of the towing or immobilization service, certifying that each has read and is in compliance with the applicable provisions of State and Local law.

(ix) The contract shall also acknowledge that both parties shall be jointly and severally liable with the licensee to the Village of Port Chester for any violation by such licensee or his or her employees or agents of any of the provisions of this chapter or of any rules and regulations promulgated thereunder. The contract shall be in effect for the entire term of the license.

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K. Photographs or proof of informational signage as provided for and in compliance in this chapter.
L. Any change(s) from the information provided in the application shall be disclosed to the Chief of Police on a form provided by the Village, within five days of such change(s).

Section 302-5 Application fee

An application fee, in the amount set forth in Chapter 175, shall accompany each application for a towing/booting license.

Section 302-6 Issuance of License

Upon receipt of a complete application, payment of the requisite fees, and results of the criminal history background check, the Chief of Police may issue a towing/booting license, such license shall be valid for a term of twenty-four months from issuance. A licensee may reapply for a renewed license provided that such application made and received within sixty days prior to expiration.

Section 302-7 Denial of Application

The Chief of Police may deny an application, in the first instance or renewal, if it is determined that**:**

A. The applicant is unfit and incapable of properly conducting a towing or booting business within the Village of Port Chester or does not conform to the provisions of this chapter; or

B. The place where vehicles are towed for storage is in violation of any state or local law or regulation, including any zoning or building codes; or

C. The applicant has made a false statement or misrepresentation in the application; or

D. The applicant, or any partner, officer, director, or controlling shareholder, or any booter or tow truck driver under the applicant's employ or agent has been convicted of a felony or any crime involving violence, dishonesty, deceit, or moral turpitude.

Section 302-8 Transfer or assignment.

A license issued hereunder shall not be transferred or assigned, and any attempt to transfer or assign, shall render such license void.

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Section 302-9 Informational Signs.

A. No owner of privately owned property shall tow or boot, or cause to be towed or booted any motor vehicle, nor shall any licensee service such privately owned property, unless there is erected in plain view and maintained at each entrance to such property an informational sign with dimensions of four feet by four feet. All information on the sign must be legible at all times from the parking lot entrances.

B. Each sign must contain the following minimum information:

(a) The rules of the parking lot, including but not limited to, a statement that the lot is for customers of the business(es) only, hours of operation, size and type of vehicles allowed, and a statement that a vehicle parked in violation of the listed rules shall be deemed an unauthorized vehicle. With respect to property held by the Port Chester Industrial Development Agency, such rules shall be consistent with any agreement with the Agency and/or the Village regarding said premises.
(b) A statement containing a warning that unauthorized vehicles are subject to be towed or booted at the vehicle owner's expense.
(c) The words "tow away zone" must be included on the sign in not less than 4-inch high letters.
(d) The towing/booting and/or storage fee to be charged, which shall not exceed the fee amount authorized by the County of Westchester.
(e) The name, address and telephone number of the licensed towing/booting company, and how the car may be recovered or how the boot can be removed. The phone number of the Port Chester Police Department designated for receipt of calls with respect to towing or booting within this chapter

C. The signs shall be on a white background, with black lettering that shall be of sufficient size so as to be capable of being read from the sidewalk or street adjacent to the entrance(s) to the parking lot.

D. No changes shall be made to any sign during the term of the license without the permission of the Police Chief or his designee.

E. All informational signs shall be kept in good condition.

Section 302-10 Towing of Vehicles.

A. No person shall engage in trespass towing, without having a current and valid towing/booting license as proscribed by this chapter.

B. No vehicle shall be towed, nor shall any licensee engage in trespass towing, without the direct request and authorization of the property owner, lessee, or agent, who must be present at the time

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of the trespass towing. Such authorization shall be documented and a written report for each tow must be kept by the licensee for at least one year from the date of the tow.

C. Whenever a licensee engages in a trespass tow within the Village of Port Chester, said licensee shall notify the Port Chester Police Department immediately prior to any such tow. Such notification to the Police Department shall relate at a minimum the following information: the identification of the licensee and tow truck driver involved, the nature of the motor vehicle's violation, the location of the storage site to which the vehicle will be towed, the time the vehicle will be towed or removed, the make, model, year, color, vehicle identification number (VIN) and license plate number of the vehicle.

D. Whenever a licensee is about to remove an unauthorized vehicle from a private parking lot but has not yet hooked up or engaged said vehicle to a towing truck, and said vehicle owner or operator appears seeking the return of the vehicle, said licensee shall immediately release custody and control of the vehicle to the owner or such other person authorized to operate the same without charging any fee whatsoever, provided only that said vehicle is immediately removed from the property.

E. In the event that a licensee is about to remove an unauthorized vehicle from private owned property and has hooked up, and engaged, said vehicle to a tow truck, but has not removed the vehicle from the premises, and said vehicle owner or operator appears seeking the return of the vehicle, said tow truck driver shall immediately release custody and control of the vehicle to the owner or operator, for the payment of a fee of $15, and further provided that said vehicle is immediately removed from the premises by the owner or operator.

F. Whenever a licensee, engages in trespass towing, and removes an unattended motor vehicle from privately owned property to the storage location, said licensee shall provide at such site, on a twenty-four-hour-a-day basis an individual authorized to release the impounded vehicle. Said motor vehicle must be released within one hour, upon receipt the payment of the authorized towing and storage charges. Upon release, the licensee shall provide the owner of the impounded vehicle with a legible, numbered and signed receipt of payment.

G. No motor vehicle may be towed or removed if:

(1) Such vehicle is occupied by a natural person, or live animal; or,

(2) Such vehicle is an ambulance, police or fire vehicle, or other official Village or other governmental vehicle.

H. No charge shall be imposed for the booting of a vehicle when any person has committed a violation of this section, or any rules promulgated pursuant to this section with respect to such vehicle, and any such unlawful charge shall be reimbursed by any person liable for a violation of this section.

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I. Whenever a licensee engages in trespass towing, all charges imposed for both towing and storage shall not exceed those authorized by the County of Westchester Consumer Protection Code.

J. The owner or person in control of a vehicle that has been towed, or hooked up but not removed from the premises, shall be permitted be allowed to pay any authorized charge(s), in cash or credit card.

Section 302-11 Booting of vehicles.

A. No person shall engage in booting, without having a current and valid towing/booting license as proscribed by this chapter

B. No vehicle shall be booted or immobilized without the direct request and authorization of the property owner, lessee, or agent, who must be present at the time of the booting. Such authorization shall be documented and a written report for each tow, must be kept by the licensee for at least one year from the date of the booting.

C. Whenever a licensee engages in booting or immobilization of vehicles within the Village of Port Chester, said licensee shall notify the Port Chester Police Department immediately prior. Such notification to the Police Department shall relate at a minimum the following information: the identification of the licensee and booter involved, the nature of the motor vehicle's violation, the location of the parking lot, the time the vehicle will be booted, the make, model, year, color, vehicle identification number (VIN) and license plate number of the vehicle.

D. A licensee may boot an unauthorized vehicle on privately owned property instead of towing it therefrom. The fee for such booting shall not exceed that authorized by the County of Westchester Consumer Protection Code.

E. Immediately after a vehicle is booted or immobilized, the licensee booting or immobilizing such vehicle, the owner of the property where the vehicle was immobilized, or an employee or agent of such person or owner, shall affix upon the window adjacent to the driver's seat of such vehicle, a sticker with a completely removable adhesive, measuring eight and one-half by eleven (8½ x 11) inches, containing a warning that any attempt to move the vehicle may result in damage to the vehicle and stating the name and business address of the licensee who immobilized such vehicle as well as a business telephone number, which must be available on a 24 hour basis, that will facilitate the dispatch of personnel responsible for removing the immobilization device

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F. In the event that a licensee boots an unoccupied motor vehicle on privately owned real property, the licensee must remove the boot from the vehicle within 15 minutes after being paid the charge for same as prescribed by the parking lot's rules. Upon the removal of the booting device, said vehicle shall be immediately removed from the property by the owner or operator thereof. Upon request, the booter shall display to the owner or operator of such vehicle a valid towing/booting license issued by the Village of Port Chester pursuant to this chapter.

G. Whenever a licensee has begun the process of booting an unauthorized vehicle on privately owned property but has not yet locked the boot onto the vehicle, and said vehicle owner or operator, arrives and makes demand for return and the owner or operator of the vehicle offers to remove the vehicle from the premises, said booter shall remove the boot from the improperly parked vehicle at no charge to the vehicle owner or operator.

H. An owner, lessee, managing agent or other person in control of privately owned property who has entered into a contract with a person licensed pursuant to this section authorizing such licensee to boot motor vehicles parked on such property shall be jointly and severally liable for any violation by such licensee or such licensee's employees or agents of the provisions of this section, or of any rules promulgated pursuant there under.

I. No motor vehicle may be booted if:

(1) Such vehicle is occupied by a natural person, or live animal;

(2) Such vehicle is parked in a fire lane, or in front of or immediately adjacent to a fire hydrant, fire connection or building emergency exit;

(3) Such vehicle is an ambulance, police or fire vehicle, or other official Village or other governmental vehicle.

(4) Such vehicle is parked in a space reserved for vehicles displaying a handicap permit.

J. No release or waiver purporting to limit or avoid liability for damages to a vehicle that has been booted shall be valid. In addition, any person who booted a vehicle, or other person authorized to accept payment of any charges for such booting, shall provide a signed receipt to the individual paying the booting charges at the time such charges are paid. Such receipt shall state the name, business address, business telephone number and license number of the person who has booted such vehicle as such information appears on the license to engage in booting, and such receipt shall also include a telephone number for the office within the Police Department responsible for receiving complaints with respect to booting.

K. No charge shall be imposed for the booting of a vehicle when any person has committed a violation of this section, or any rules promulgated pursuant to this section with respect to such vehicle, and any such unlawful charge shall be reimbursed by any person liable for a violation of this section.

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L. The owner or person in control of a vehicle that has been towed, or hooked up but not removed from the premises, shall be permitted be allowed to pay any authorized charge(s), in cash or credit card.

M. Tampering with a boot, or immobilization device, that is lawfully attached to a motor vehicle is prohibited.

N. Any vehicle that has been booted which has not been claimed within twenty-four (24) hours of booting, may be towed by the licensee who booted said vehicle.

Section 302-12 Penalties.

Any person who violates any of the provisions of this chapter shall be subject to a fine of not less than $500 for the first violation $1,000 for the second violation and $1,500 for each violation thereafter per violation or imprisonment of less than 15 days. Each violation shall be considered a separate and distinct offense.

Section 302-13 License suspension/revocation.

A. Any license issued hereunder may be suspended or revoked by the Chief of Police upon the grounds that the licensee has been notified and charged with a violation of this chapter or any rule or regulation adopted hereunder**.**

B. Such notice shall become final unless the licensee makes application to appeal same to the Village Manager or his designee within five (5) days from receipt.

C. Any licensee whose license has been revoked shall not be eligible to file an application for a towing/booting license for a period of one year from the date of revocation.

Section 302-14 Regulations.

The Chief of Police is authorized to promulgate reasonable rules and regulations with regard to the administration and implementation of this local law.

Section 302-15 Enforcement.

A. The provisions of this chapter shall be enforced by the Police Department.

B. The Village Attorney is authorized to commence a civil action or special proceeding for an injunction upon any person(s) in violation of this chapter, and to take such action authorized in General Business Law §§ 399-v and 399-x.

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Section 302-16 Severability.

If any clause, sentence, paragraph or part of this chapter shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy and in which such judgment shall have been rendered.

SECTION 2: This local law shall be effective immediately upon filing with the Secretary of State.

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Chapter 53: ETHICS, CODE OF

[HISTORY: Adopted by the Village Board of the Village of Port Chester 11-4-1968. Amendments noted where applicable.]

§ 53-1 Declaration of policy.

The proper operation of the village government requires that officials, officers and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; that public officials, officers and employees observe in their official acts the highest standards of morality and discharge faithfully the duties of their office regardless of personal consideration; and that the public have confidence in the integrity of its government and the officers and employees thereof. In recognition of these goals, there is hereby established a Code of Ethics for all officials and officers of the Village of Port Chester as defined in its Charter, and for all employees of such village hereinafter referred to as the "village." In the event of any conflict between the provisions of this code and the provisions of Article 18 of the General Municipal Law, the latter shall control.

§ 53-2 Conflicts of interest.

No official, officer or employee of the village shall have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in conflict with, or might reasonably tend to conflict with, the proper discharge of his duties in the public interest.

§ 53-3 Representation of private interests.

No official, officer or employee of the village shall represent private interests before any department, board, office or agency of the village nor represent private interests in any section or proceeding against the interests of the village or in any litigation to which the village is a party.

§ 53-4 Disclosure of interest.

A. Any official, officer or employee of the Village of Port Chester, whether paid or unpaid, who has a direct or indirect financial or other private interest in any matter being considered by the Village Board of the Village of Port Chester, or by any other official or agency, officer or employee of said village, and who participates in discussions before or gives opinions to such Board, agency or individuals, shall publicly disclose on the official record and nature and extent of such interest.

B. Any officer or employee of the Village of Port Chester, whether paid or unpaid, who has knowledge of any matter being considered by any board, agency, officer or employee of said village in which he has any direct or indirect financial or other private interest, shall be required to disclose, in writing, his interest to such board, agency, officer or employee and the nature and extent thereof.

C. A copy of every disclosure required under Subsection **A** and **B** above, including a copy of any transcript of such disclosure, shall be promptly transmitted by the board, agency, officer or employee receiving such disclosure, to the Village Clerk, who shall file and maintain same as a public record.

§ 53-5 Gifts and favors.

No official, officer or employee shall accept any gift or gratuity, whether in the form of service, loan, thing or promise or any other form, from any person, firm or corporation which to his knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the village and over which business dealings he has power to take or influence official action.

§ 53-6 Disclosure of confidential information.

A. No official, officer or employee of the village shall accept employment or engage in any business or professional activity which will require him to disclose confidential information which he has gained by reason of his official position or authority.

B. No official, officer or employee of the village shall disclose confidential information acquired by him in the course of his official duties nor use such information to further his personal interests or the personal interests of others.

§ 53-7 Interests in conflict with official duties.

[Amended 2-1-1989 by L.L. No. 1-1989[1]]

A. Any official, officer or employee of the village shall abstain from making personal investments in enterprises which he has reason to believe may be directly affected in decisions to be made by him or which will otherwise create conflict between his public duty and his private interest and shall refrain from passing upon any questions in which he or any member of his immediate family has an interest which might reasonably be deemed to create such conflict.

B. To the extent that any member of a board or commission of the village shall own or have an interest in any property for which approval under Chapter 98 of the Village Code is required, such interest shall be made known by filing a written notice of such interest with the Village Clerk and shall thereafter take no part in the approval process except as an applicant.

C. No elected official shall vote on any proposal or action where that official has expressed an interest in property which will be affected by the adoption of the proposal or action, unless or until the official has disclosed the expression of interest in writing to the Village Clerk and has notified the owner or agent to whom the interest was expressed that it is terminated.

D. Public officials, whether full-time or part-time, must avoid any action which will result in or create the appearance of using public office for private gain and/or the giving of preferential treatment to any person.

E. Public officials, whether full-time or part-time, must avoid any action which, in fact or by reason of appearance, will adversely affect the confidence of the public in the integrity of its municipal government or the public officials involved.

F. Elected officials and appointed officers of the village shall certify to the Clerk of the village, in writing, each April, that they have read and understand the Code of Ethics of the village, as follows:

"I, the undersigned, have read the Ethics Code of the village, at least once in the prior 12 months, and understand it.

Title

Dated: April _____

[1]: *Editor's Note: The preamble of this local law reads as follows: "It is the intention by the enactment of this Code of Ethics to require public officials, whether full-time or part-time, to avoid any action which will result in, or give the appearance of, impropriety."*

§ 53-8 Incompatible employment.

No official, officer or employee of the village shall accept other employment which will impair his independence of judgment in the exercise of his official duties.

§ 53-9 Future employment.

[Amended 2-24-1993 by L.L. No. 3-1993]

A. No official, officer or employee of the village shall solicit, negotiate for or promise to accept employment by any person, firm or corporation with which he or his department, office or agency is engaged on behalf of the village in the transaction of business which is or may be affected by his official action.

B. The Mayor and members of the Board of Trustees may not be employed by and may not be considered for employment with the Village of Port Chester while holding such positions and for a one-year period after leaving such office, whether by expiration of term, registration or otherwise.

§ 53-10 Obligation to citizens.

A.

No official, officer or employee of the village shall use or attempt to use his official position to secure unwarranted privileges or exemptions for himself or others to grant any special consideration, treatment or advantage to any citizens beyond that which is available to every other citizen.

B. An official, officer or employee of the village should not by his conduct give reasonable basis for the impression that any person can unduly influence him or improperly enjoy his favor in the performance of his official duties, or that he is affected by the kinship, rank, position or influence of any party or person.

§ 53-11 Use of village employees or public property.

A. No official, officer or employee of the village shall direct or cause any official, officer or employee of the village to do or perform any service or work outside of public work or employment, or accept any such service or work, nor shall any officer or employee of the village offer to or perform any such service or work for such official, officer or employee. This section shall not preclude any official, officer or employee from voluntarily performing any such service or work outside of the hours during which he is assigned to perform duties for the village.

B. No official, officer or employee of the village shall request or permit the use of village-owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally or are provided as village policy for the use of such officer or employee in the conduct of official business.

§ 53-12 Board of Ethics.

[Amended 10-28-1987]

A. Pursuant to §808 of the General Municipal Law, there is hereby established a Board of Ethics for the Village of Port Chester. The Board of Ethics shall be appointed by the Board of Trustees of the Village of Port Chester, which is hereby specifically designated as the body to make such appointments. The members of the Board of Ethics shall serve at the pleasure of the appointing body. The Board of Ethics shall have not less than three nor more than five members, a majority of which shall not be officers and/or employees of the village, and one of whom must be an elected or appointed municipal office or employee.

B. The Board of Ethics shall render advisory opinions to officers and employees of the Village of Port Chester pursuant to the written request of any such officer or employee. In addition, it may make recommendations with respect to the drafting and adoption of a Code of Ethics or amendments thereto upon request of the Village Board of Trustees of the Village of Port Chester.

C. The Corporation Counsel and Village Attorney are authorized to provide legal advice to the Board of Ethics upon request.

§ 53-13 Distribution of Code of Ethics.

The Village Clerk shall cause a copy of Article 18 of the General Municipal Law and this Code of Ethics to be distributed to every official, officer and employee of the village.

§ 53-14 Penalties for offenses.

Any violation of the provisions of this Code of Ethics shall constitute cause for removal from office or employment or other disciplinary action as provided by law.

§ 53-15 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

AGENCY

Includes any board, commission, committee, department, branch or bureau of the Village of Port Chester, consisting of one or more persons, paid or unpaid, which forms any function of the village government.

INTEREST

Includes, without limitation, any right, title, share or participation in anything or in any advantage, profit or benefit, whether such right, title, share or participation be direct or indirect, legal or beneficial, contingent or vested, financial

or otherwise, as owner, partner, stockholder, mortgagee, creditor, broker, agent or in any other capacity, but shall not include an interest in any corporation listed on any security exchange, subject to the regulations of the Security Exchange Commission. For the purpose of this chapter, a municipal officer or employee shall be deemed to have an interest in the contract of his spouse, minor children and dependents, except a contract of employment with the municipality which such officer or employee serves; a firm, partnership or association of which such officer or employee is a member or employee; a corporation of which such officer or employee is an officer, director or employee; and a corporation any stock of which is owned or controlled directly or indirectly by such officer or employee.

VILLAGE

The Village of Port Chester.

§ 53-16 Civil service employees.

This Code of Ethics shall not be deemed in any way to repeal or modify any act of the legislature of the State of New York relating to the civil service rights, privileges or bonus of any employee of the village, and the provisions hereof shall not apply wherever and to the extent that the effect thereof would be to repeal or modify any such act or portion thereof.

CORRESPONDENCE

MEMORANDUM

TO: Mayor Neil J. Pagano and Board of Trustees

FROM: Joan M. Di Buono
Chairwoman, Board of Ethics

DATE: October 21, 2014

RE: Board of Ethics Resignation

Dear Mayor Pagano and Board of Trustees:

It is with mixed feelings that I submit my resignation from the Board of Ethics. Sometimes it's best to leave on a high note as I'm doing now.

I have been on the BOE since 2010 and have experienced changes. Most noted was the first Ethics Training meeting on 10/2/14. Hopefully, my organizational skills and dedication helped the BOE achieve the successful results.

I enjoy "Community Service" and hope to continue do so in the future if and when the opportunity presents itself.

Thank you.

Sincerely,

Joan M. Di Buono



Received
OCT 28 2014
Village Clerk
VILLAGE OF PORT CHESTER

October 28, 2014

Port Chester Yacht Club
William Dutra – Commodore
84 Fox Island Road
Port Chester NY 10573

Village of Port Chester Board of Trustees
350 North Main Street
Port Chester, New York

Dear Village of Port Chester Board of Trustees:

The Port Chester Yacht Club would like to request to be put on the Agenda for the Port Chester Board of Trustees meeting, to be held in November.

We would like to discuss the repairs that need to be made to the Bulkhead at the Port Chester Yacht Club due to damages suffered during Hurricane Sandy. The Port Chester Yacht Club will incur all of the costs for the repairs needed. We have previously submitted the Engineers reports for your review.

Sincerely,

William M Dutra

William M. Dutra
Commodore
Port Chester Yacht Club

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, Leonard Barbara, residing at 37 Upland St, Port Chester New York, hereby make hereby make application and appeal to the Board of Trustee for review with regard to the attached sewer rent bill dated 9/23/14 for the period from 6/23/14 to 9/23/14 for service located at the property at 37 Upland St. Port Chester, New York, also designated as Section _____ Block_____ and Lot _____ on the Tax Map of the Town of Rye.

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

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

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

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

To claim a grievance under option 2. Include all evidence to support the degree and amount of water usage that is claimed to be applied for uses that do not result in discharges into the sanitary sewer system.

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

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

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

3. ☐ Other. Please describe below.

I have a inground pool which is refilled in June 2014. I also have a Sprinkler system for my home. Which went on 2x's a day, morning & night, through June, July, Aug & Sept. This water didn't go into the Sewer system & therefore I should receive an adjustment on my Sewer rental Bill

Sprinkler Model # Richdel # 689601

Signature of owner

914 224 8074

Phone # of Owner

10/2/14

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_____

_____

_____

BUILDING DEPARTMENT
110 WILLETT AVENUE
PORT CHESTER, NEW YORK 10573

CERTIFICATE OF COMPLETION/OCCUPANCY

Date: April 10, 1992

File # 1314

Permit # G7682

Inspection # 2570

Fire Underwriters # H085666 Date: 8/17/89

Issued To: Mr. & Mrs. Sorbara

Address: 37 Upland Street

Location: 37 Upland Street

Block: 3 Lot: 9-14

District:
Zone : R7

District:
Zone Use: Conforming

Description of work completed: Construct a new inground swimming pool (15' x 30') in rear yard as per plans filed.

This is to certify that the building or premises identified above has been completed in accordance with requirements as filed with the Building Department, Port Chester, New York. All applicable provisions of the Zoning Ordinance, Building Code, Electrical Code, and all other laws, rules and regulations have been complied with, and the premises can be occupied.

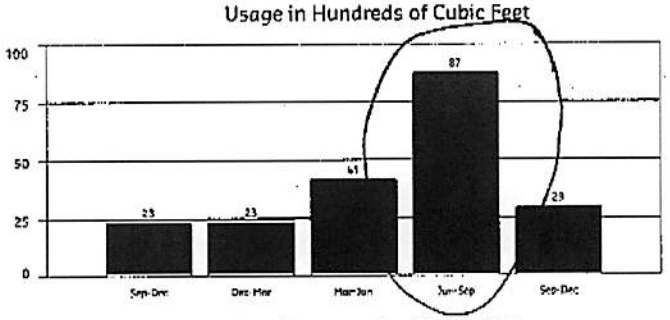
Signed: Arthur Forbes
Building Inspector

UNITED WATER

United Water Westchester
Customer Service Center
2525 Palmer Avenue
New Rochelle, NY 10801
Telephone: 877-266-9701
www.unitedwater.com

USAGE HISTORY

Usage in Hundreds of Cubic Feet



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

Billing Date:	**12/23/13**
Account Number:	**05505036120000**
Previous Balance	$503.32
Payments Through 12/23/13 *THANK YOU*	$503.32CR
Balance Forward	$0.00
Current Charges Due On Receipt	$182.85
TOTAL AMOUNT DUE	**$182.85**

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

SERVICE TO: LEONARD P SORBARA

SERVICE ADDRESS: 37 UPLAND ST PORT CHESTER NY

Meter Number	Service From	Service To	Days of Service	Meter Reading Previous	Meter Reading Present	Usage	Unit of Measure	Reading Type	Rate
84445275	09/23/13	12/23/13	91	1143	1172	29 *EQUIVALENT TO*	CCF *21,692 GALLONS*	ACTUAL	GSQ2

5.0110 @ $5.8159	$29.14	PURCH WAT AQCT	$8.55
6.9890 @ $5.952	$41.60	RECONCILE	$4.35
7.0989 @ $5.0025	$35.51	LEVELIZING SURCHARGE	$4.25
9.9011 @ $5.1196	$50.69	TEMP ST ASSMNT	$2.90
WATER CHARGES SUBTOTAL	$156.94	LOCAL TAX	$1.83
PURCH WAT WJWW	$4.03	TOTAL CURRENT CHARGES	$182.85

Paid 182.85 - Cmpom 5 mPSC 1/6/14

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

IMPORTANT MESSAGES

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

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

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

Temp - Return Service Requested

SERVICE ADDRESS: 37 UPLAND ST
PORT CHESTER NY

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

000604

****AUTO**5-DIGIT 10573 604 T2:2 604 1 AV 0.360
LEONARD P SORBARA
37 UPLAND ST
PORT CHESTER NY 10573-2326

Account Number:	05505036120000
Balance Forward	$0.00
Current Charges Due On Receipt	$182.85
TOTAL AMOUNT DUE	**$182.85**
Please make payable to UNITED WATER WESTCHESTER	
Payment Amount Enclosed	$_____

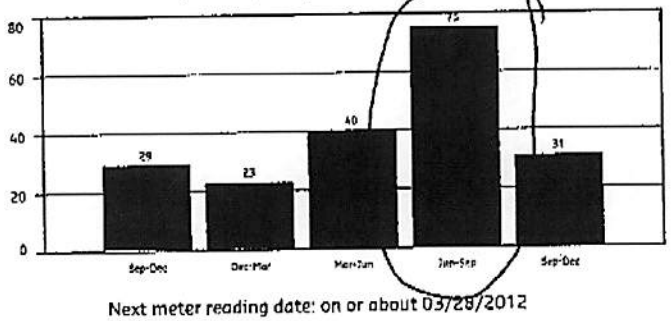
UNITED WATER WESTCHESTER
PAYMENT CENTER
PO BOX 371804
PITTSBURGH PA 15250-7804

0550503612000000000018285000000006

UNITED WATER

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

USAGE HISTORY
Quarterly usage in Hundreds of Cubic Feet



Next meter reading date: on or about 03/28/2012

Billing Date:	12/28/11
Account Number:	05505036120000
Previous Balance	$367.95
Payments Through 12/28/11 THANK YOU	$367.95CR
Balance Forward	$0.00
Current Charges Due 01/17/2012	$163.06
TOTAL AMOUNT DUE	$163.06

SERVICE TO:. LEONARD P SORBARA . SERVICE ADDRESS: 37 UPLAND ST PORT CHESTER NY

Meter Number	Service From	Service To	Days in Service	Previous Reading	Present Reading	Usage	Unit of Measure	Read Type	Rate
84445275	09/20/11	12/28/11	99	0791	0822	31 EQUIVALENT TO	CCF 23,188 GALLONS	ACTUAL	GSQ

5.4066 @ $5.3137	$28.73	DEF PW WJWW	$3.16	
7.6484 @ $5.5815	$42.69	TEMP ST ASSMNT	$2.80	
10.5132 @ $4.8009	$50.47	NY INCOME BASED TAX	$1.34	CR
7.4318 @ $4.5705	$33.97	LOCAL TAX	$1.64	
WATER CHARGES SUBTOTAL	$155.86	TOTAL CURRENT CHARGES	$163.06	
ENTITLEMENT WATER INCREMENT	$0.94			

Paid 12/30/11

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

IMPORTANT MESSAGES

Your consumption is based on an actual reading of your water meter.
YOUR ACCOUNT NUMBER HAS CHANGED. THANK YOU FOR YOUR PATIENCE WHILE WE UPGRADE OUR COMPUTER SYSTEM TO SERVE YOU BETTER. PLEASE READ THE ENCLOSED INSERT FOR MORE INFORMATION.
Save a stamp and go paperless today! Log on to www.unitedwater.com or call Customer Service to find out more information and to enroll in eBilling.
RESIDENTIAL
Phase 2 of the NYSPSC approved levelized overall rate increase of 5.67% is effective November 1, 2011 as authorized in Case No. 09-W-0828. United Water purchases its water from the New York City Water Board. Effective July 1, 2011, the PURCH WAT WJWW increases from 0.00% to 0.60%..

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

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

Temp - Return Service Requested

SERVICE ADDRESS: 37 UPLAND ST
PORT CHESTER NY

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

Account Number:	05505036120000
Balance Forward	$0.00
Current Charges Due 01/17/2012	$163.06
TOTAL AMOUNT DUE	$163.06
Please make payable to UNITED WATER WESTCHESTER	
Payment Amount Enclosed	$_____

000865

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LEONARD P SORBARA
37 UPLAND ST
PORT CHESTER NY 10573-2326

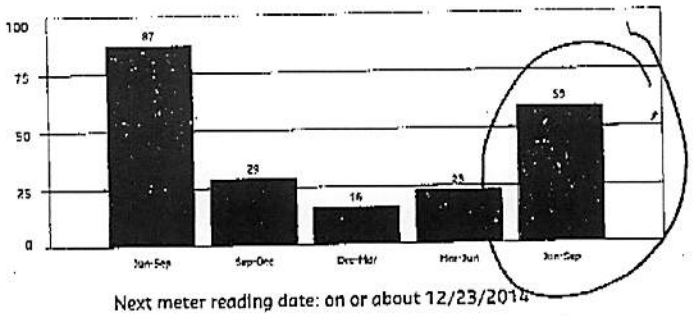
UNITED WATER WESTCHESTER
PAYMENT CENTER
PO BOX 371804
PITTSBURGH PA 15250-7804

05505036120000000000163060000000005

UNITED WATER

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

USAGE HISTORY
Usage in Hundreds of Cubic Feet



Next meter reading date: on or about 12/23/2014

Billing Date:	09/23/14
Account Number:	05505036120000
Previous Balance	$149.57
Payments Through 09/23/14 THANK YOU	$149.57CR
Balance Forward	$0.00
Current Charges Due On Receipt	$368.33
TOTAL AMOUNT DUE	$368.33

*PAY BY 10/17/2014 TO AVOID A 1.5% LATE PAYMENT CHARGE

SERVICE TO: LEONARD P SORBARA

SERVICE ADDRESS: 37 UPLAND ST PORT CHESTER NY

Meter Number	Service From	Service To	Days of Service	Meter Reading Previous	Meter Reading Present	Usage	Unit of Measure	Reading Type	Rate
94581333	06/23/14	09/23/14	92	0010	0069	59 EQUIVALENT TO	CCF 44,132 GALLONS	ACTUAL	GSQ2

12.0000 @ $5.952	$71.43	RECONCILE	$4.65
47.0000 @ $5.1196	$240.63	LEVELIZING SURCHARGE	$8.45
WATER CHARGES SUBTOTAL	$312.06	TEMP ST ASSMNT	$4.07
MPFP	$9.63	LOCAL TAX	$3.59
PURCH WAT WJWW	$8.87	TOTAL CURRENT CHARGES	$368.33
PURCH WAT AQCT	$17.01		

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

IMPORTANT MESSAGES

Your consumption is based on an actual reading of your water meter.
Save a stamp and go paperless today! Log on to www.unitedwater.com or call Customer Service to find out more information and to enroll in eBilling.
RESIDENTIAL
As authorized in Case 09-W-0828, effective October 4, 2013, the PURCH WAT AQCT surcharge of 5.45% has been implemented to recover the additional costs imposed by the Aquarion Water Company of Connecticut and not included in water rates.
In order to provide customers with a level increase over the four years of the rate plan, the NYSPSC in Case 09-W-0828 authorized a "LEVELIZING SURCHARGE" effective November 1, 2013 of 2.71%.
Your municipality has opted to move public fire protection charges that are currently paid by the municipality to United Water customer bills. You will see this reflected as the Municipal Public Fire Protection (MPFP) Surcharge on your bill.
Phase 4 of the NYSPSC approved levelized overall rate increase of 2.94% is effective as of November 1, 2013 as authorized in Case No. 09-W-0828.
As authorized by the NYSPSC in Case 09-W-0828, effective January 23, 2014, the RECONCILE surcharge decreases from 2.773% to 1.492%.
Effective July 1, 2014, the TEMP ST ASSMNT surcharge changes from 1.63% to 1.16%.
Effective July 1, 2014, the PURCH WAT WJWW increases from 2.57% to 2.84%.

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

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

Temp - Return Service Requested

SERVICE ADDRESS: 37 UPLAND ST
PORT CHESTER NY

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

000258

**********SINGLE-PIECE 258 T1 1 258 1 SP 0.480
LEONARD P SORBARA
37 UPLAND ST
PORT CHESTER NY 10573-2326

HHJ88-
8T4h5
10/10
368.33
-0-

Account Number:	05505036120000
Balance Forward	$0.00
Current Charges Due On Receipt	$368.33
TOTAL AMOUNT DUE	$368.33

Please make payable to UNITED WATER WESTCHESTER

Payment Amount Enclosed $_____

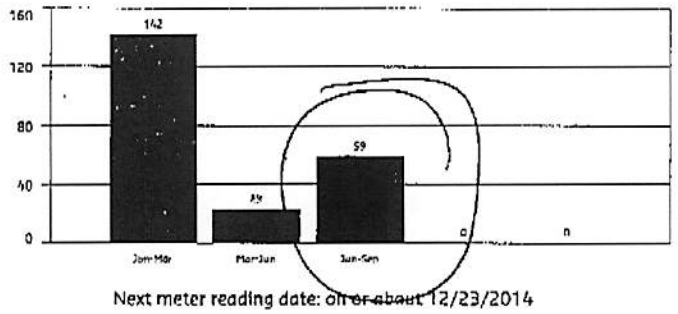
UNITED WATER WESTCHESTER
PAYMENT CENTER
PO BOX 371804
PITTSBURGH PA 15250-7804

05505036120000000000368330000000005

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~~ 12/23/2014

Billing Date:	09/23/14
Account Number:	07905916547330
Previous Balance	$30.12
Payments Through 09/23/14 *THANK YOU*	$30.12CR
Balance Forward	$0.00
Current Charges Due 10/17/2014	$79.00
TOTAL AMOUNT DUE	$79.00

*PAY BY 10/20/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: LEONARD P SORBARA

SERVICE ADDRESS: 37 UPLAND ST PORT CHESTER NY

Meter Number	Service From	Service To	Days of Service	Meter Reading Previous	Meter Reading Present	Usage	Unit of Measure	Reading Type	Svc	Rate
94581333	06/23/14	09/23/14	92	0010	0069	59 EQUIVALENT TO	CCF 44,132 GALLONS	ACTUAL		SWQ

59.0000 @ $1.338999 SEW RENT	$79.00
TOTAL CURRENT CHARGES	$79.00

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: 37 UPLAND ST
PORT CHESTER NY

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

000284

**********SINGLE-PIECE 284 T1:4 284 1 SP 0.480
LEONARD P SORBARA
37 UPLAND ST
PORT CHESTER NY 10573-2326

Account Number:	07905916547330
Balance Forward	$0.00
Current Charges Due 10/17/2014	$79.00
TOTAL AMOUNT DUE	$79.00
Please make payable to: VILLAGE OF PORT CHESTER SEWER RENT	
Payment Amount Enclosed	$_____

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

07905916547330000000007900000000005

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

OCT 29 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, EDITHA CDMIA, residing at 480 KING ST. PORT CHESTER N.Y. 10573, hereby make hereby make application and appeal to the Board of Trustee for review with regard to the attached sewer rent bill dated 06/26/14 for the period from 03/25/14 to 06/24/14 for service located at the property at 480 KING ST Port Chester, New York, also designated as Section 136.62 Block 1 and Lot 40 on the Tax Map of the Town of Rye.

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

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

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

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

To claim a grievance under option 2. Include all evidence to support the degree and amount of water usage that is claimed to be applied for uses that do not result in discharges into the sanitary sewer system.

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

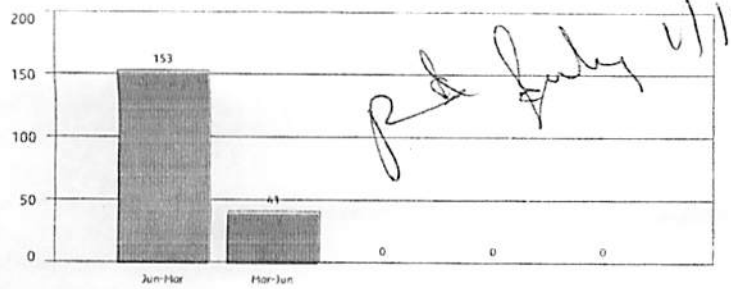
452904 000183 183 1 1 0.3810 0 0 0 0 1

VILLAGE OF PORT CHESTER SEWER RENT
Serviced by United Water Westchester
Port Clerk office

Village of Port Chester Sewer Rent
Customer Service Center
2525 Palmer Avenue
New Rochelle, NY 10801
Telephone: 888-876-1672
www.unitedwater.com

939-5202

USAGE HISTORY
Usage in Hundreds of Cubic Feet



Next meter reading date: on or about 09/29/2014

Billing Date:	06/26/14
Account Number:	07904030772388
Previous Balance	$198.90
Payments Through 06/26/14 THANK YOU	$198.90CR
Balance Forward	$0.00
Current Charges Due 07/21/2014	$53.72
TOTAL AMOUNT DUE	**$53.72**

*PAY BY 07/22/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: EDITHA COMIA

SERVICE ADDRESS: 480 KING ST PORT CHESTER NY

Meter Number	Service From	Service To	Days of Service	Meter Reading Previous	Meter Reading Present	Usage	Unit of Measure	Reading Type	Rate
84445300	03/25/14	05/21/14	57	1096	1121	25	CCF	ACTUAL	SWQ
94581299	05/21/14	06/24/14	34	0000	0016	16	CCF	METER CHANGE	SWQ
						EQUIVALENT TO		*30.668 GALLONS*	

10.8132 @ $1.338999 SEW RENT	$14.48
30.1868 @ $1.30002 SEW RENT	$39.24
TOTAL CURRENT CHARGES	$53.72

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.

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
OCT 29 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, EDITHA CDMIA, residing at 480 KING ST. PORT CHESTER N.Y. 10573, hereby make hereby make application and appeal to the Board of Trustee for review with regard to the attached sewer rent bill dated 05/20/14 for the period from 06/01/13 to 03/25/14 for service located at the property at 480 KING ST Port Chester, New York, also designated as Section 136.62 Block 1 and Lot 40 on the Tax Map of the Town of Rye.

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

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

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

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

To claim a grievance under option 2. Include all evidence to support the degree and amount of water usage that is claimed to be applied for uses that do not result in discharges into the sanitary sewer system.

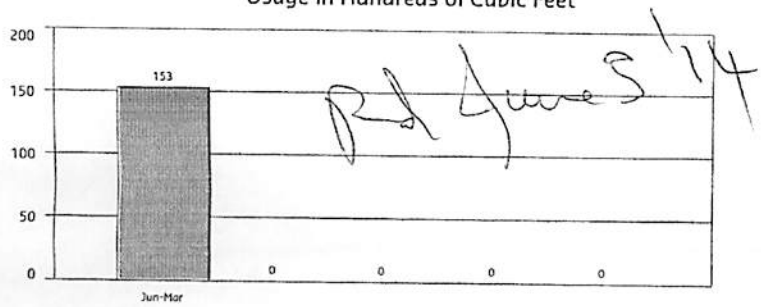
- Pools, supply a copy of the Certificate of Occupancy (available at the Port Chester Building Department), and documentation of the capacity of the pool.
  - Hot tubs/like kind, provide documentation of the make and model of your unit.

446407 001384 1384 1 1 03810 0 0 0 0 1

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



Billing Date:	05/20/14
Account Number:	07904030772388
Previous Balance	$0.00
Payments Through 05/20/14	$0.00
Balance Forward	$0.00
Current Charges Due 06/13/2014	$198.90
TOTAL AMOUNT DUE	**$198.90**

Next meter reading date: on or about 06/26/2014

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

SERVICE TO: EDITHA COMIA

SERVICE ADDRESS: 480 KING ST PORT CHESTER NY

Meter Number	Service		Days of Service	Meter Reading		Usage	Unit of Measure	Reading Type	Rate
	From	To		Previous	Present				
84445300	06/01/13	03/25/14	297	0943	1096	153	CCF	PRORATED ACTUAL	SWQ
						EQUIVALENT TO		*114,444 GALLONS*	

SEW RENT 153.0000 @ $1.30002	$198.90
TOTAL CURRENT CHARGES	**$198.90**

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

IMPORTANT MESSAGES

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

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
OCT 29 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, EDITHA COMIA, residing at 480 KING ST. PORT CHESTER N.Y. 10573, hereby make hereby make application and appeal to the Board of Trustee for review with regard to the attached sewer rent bill dated 09/29/14 for the period from 06/24/14 to 09/29/14 for service located at the property at 480 KING ST. Port Chester, New York, also designated as Section 136.62 Block 1 and Lot 40 on the Tax Map of the Town of Rye.

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

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

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

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

To claim a grievance under option 2. Include all evidence to support the degree and amount of water usage that is claimed to be applied for uses that do not result in discharges into the sanitary sewer system.

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

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

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

3. ☒ Other. Please describe below.

HUNTER ICC CONTROLLER
9 ZONES
7 ZONES @ 6 Gallons/minute
2 Drip zone @ 70 G/hour

M Cavic

Signature of owner

914-939-3714

Phone # of Owner

Oct 26'14

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_____

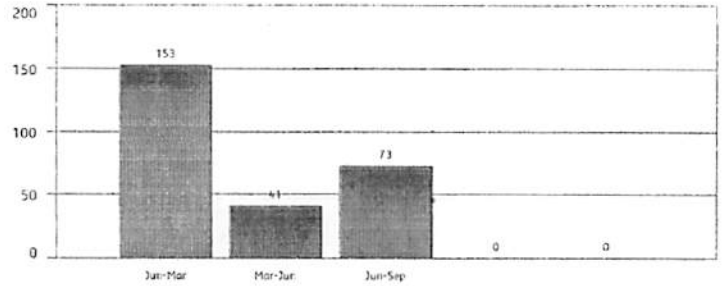
_____

_____

Telephone: 888-876-1672
www.unitedwater.com

USAGE HISTORY

Usage in Hundreds of Cubic Feet



Next meter reading date: on or about 12/29/2014

Billing Date:	09/29/14
Account Number:	07904030772388
Previous Balance	$53.72
Payments Through 09/29/14 *THANK YOU*	$53.72CR
Balance Forward	$0.00
Current Charges Due 10/23/2014	$97.75
TOTAL AMOUNT DUE	$97.75

*PAY BY 10/24/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: EDITHA COMIA

SERVICE ADDRESS: 480 KING ST PORT CHESTER NY

Meter Number	Service From	Service To	Days of Service	Meter Reading Previous	Meter Reading Present	Usage	Unit of Measure	Reading Type	Rate
94581299	06/24/14	09/29/14	97	0016	0089	73 *EQUIVALENT TO*	CCF	PRORATED ACTUAL *54.604 GALLONS*	SWQ

73.0000 @ $1.338999 SEW RENT	$97.75
TOTAL CURRENT CHARGES	$97.75

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.

Received
OCT 23 2014
Village Clerk
VILLAGE OF PORT CHESTER

VILLAGE OF PORT CHESTER

Village Clerk

222 Grace Church Street, Port Chester, New York 1057
Phone (914) 939-5202 • Fax (914) 305-2560
www.portchesterny.com

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

APPEAL

In accordance with the provisions of Section 268-9 of the Village Code, I, MANUEL YANEZ, residing at 328 LOCUST AVE. PORTCHESTER, N.Y., hereby make hereby make application and appeal to the Board of Trustee for review with regard to the attached sewer rent bill dated _____ _____for the period from _____ to_____ for service located at the property at 328 LOCUST AVE. Port Chester, New York, also designated as Section _____ Block_____ and Lot _____ on the Tax Map of the Town of Rye.

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

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

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

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

To claim a grievance under option 2. Include all evidence to support the degree and amount of water usage that is claimed to be applied for uses that do not result in discharges into the sanitary sewer system.

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

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

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

3.☒ Other. Please describe below.

I'm The new owner of the house and apline because the house is empty and also no water at the house since bought it.

Signature of owner

914 FF4 3625

Phone # of Owner

10-21-14.

Date

Note

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

FOR VILLAGE USE ONLY

Date of Receipt: _____

Date of Referral to Staff: _____

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

DETERMINATION

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

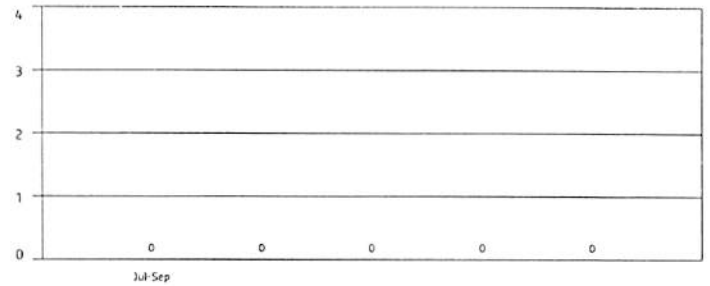
_____

_____

VILLAGE OF PORT CHESTER SEWER RENT
Serviced by United Water Westchester

Village of Port Chester Sewer Rent
Customer Service Center
2525 Palmer Avenue
New Rochelle, NY 10801
Telephone: 888-876-1672
www.unitedwater.com

USAGE HISTORY
Usage in Hundreds of Cubic Feet



Billing Date:	09/17/14
Account Number:	07909511778073
Previous Balance	$0.00
Payments Through 09/17/14	$0.00
Balance Forward	$0.00
Current Charges Due 10/14/2014	$155.69
TOTAL AMOUNT DUE	$155.69

*PAY BY 10/15/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: MANUEL YANEZ

SERVICE ADDRESS: 328 LOCUST AVE PORT CHESTER NY

Meter Number	Service From	Service To	Days of Service	Meter Reading Previous	Meter Reading Present	Usage	Unit of Measure	Reading Type	Rate
75550582	07/28/14	08/18/14	21	1725	1725	0	CCF	PRORATED ACTUAL	SWQ
94754204	08/18/14	09/11/14	24	0000	0000	0	CCF	METER CHANGE	SWQ
						EQUIVALENT TO		*0 GALLONS*	

0.000000 @ $1.338999 SEW RENT	$0.00
PRINCIPLE AMT TRANSFER	$148.21
PREMISE-BASED DEBT - INTEREST	$7.48
TOTAL CURRENT CHARGES	$155.69

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

9/4 939 5202.
clerks office Appleas premise base debt.
David spoked with will be or flash
Taking care off. on 10-14-14 princip amount.
at. 11:15 a.m. sono payment have to be make.

0 0 0 RE 466707 PLEASE DETACH HERE AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT IN THE RETURN ENVELOPE PROVIDED 079 079

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

Temp - Return Service Requested

SERVICE ADDRESS: 328 LOCUST AVE
PORT CHESTER NY

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

000021

**********SINGLE-PIECE 21 T1:1 21 1 SP 0.480
MANUEL YANEZ
132 FULTON ST
WHITE PLAINS NY 10606-1221

Account Number:	07909511778073
Balance Forward	$0.00
Current Charges Due 10/14/2014	$155.69
TOTAL AMOUNT DUE	$155.69
Please make payable to: VILLAGE OF PORT CHESTER SEWER RENT	
Payment Amount Enclosed	$_____

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

0790951177807300000015569000000001

sewer Port. Application.
Application.
w portchesterN.Y.com

INDERSTANDING YOUR BILL

ONSUMPTION UNIT OF MEASURE
CF: 100 cubic feet, equivalent to 748 gallons

EWER RATE
et annually to cover the cost for maintaining the sanitary sewer System. For FY 2013-14 the rate is $1.300020/CCF of water consumption.

ENALTIES
penalty of 1% will be charged for any bill that remains unpaid after 25 days of issuance. An additional penalty of 1% shall be added for each ucceeding month in which the sewer rent continues to remain unpaid.

USTOMER SERVICE

BY TELEPHONE
888 876 1672

BY FAX
914 637 5333

IN PERSON / IN WRITING
United Water Westchester Customer Service Center
2525 Palmer Avenue
P.O. Box 469
New Rochelle, NY 10801
Monday through Friday (except holidays)
8:00 a.m. - 4:30 p.m.
Always remember to include your account number on any correspondence to us.

BY E-MAIL
uwwccustomerservice@unitedwater.com

ONLINE
www.unitedwater.com/uwwc

PAYMENT OPTIONS

BY TELEPHONE
To pay your bill by phone, call us at 888 608 6690. *A convenience fee applies for this service.*

IN PERSON
Pay by cash, check or money order during business hours at our Customer Service Center.

BY MAIL
For your convenience, a return envelope accompanies this statement and should be used to make payments by mail. Please include your bill stub to avoid a delay in processing your payment.
DO NOT SEND CASH.

ONLINE
To pay your bill online please visit www.unitedwater.com and click on the Western Union SpeedPay link. A convenience fee applies for this service.

GENERAL INFORMATION

RATE SCHEDULE
A rate schedule is available upon request.

EMPLOYEE IDENTIFICATION
All company employees are uniformed and wear identification badges with the company logo, the employee's picture and name, and the date the card was issued. Please ask to see it, or call us to confirm an employee's name.

RESPONSIBILITY
The Property owner is responsible for the payment of the Sewer Rent.

UNPAID SEWER RENTS
Delinquent sewer rents, penalties and interest shall constitute a lien upon the real property. Delinquent accounts shall be subject to enforcement, including levying the said unpaid amount to be collected and enforced in the same manner as village taxes or commencing an action to recover same, all as authorized by General Municipal Law, Section 452.

SEWER RENT APPEAL PROCESS
Section 268-4. B Village Code
B. Adjustment. System users may apply to the Village for an adjustment of the amount of water consumption. Such application shall in writing, accompanied by any prescribed filing fee, and include all evidence to support the degree and amount of water usage that is claimed to be applied for uses that do not result in discharges into the sanitary sewer system. The Board may grant an adjustment on an appeal as provided hereinafter, but in no event shall such adjustment exceed ten (10) percent of the water consumption.

)o we have your correct information?

or changes or additions to your existing account information only; please provide your corrected information below and check the box on the front side f this payment stub. If you are moving and need to close out your account, please contact us.

TELEPHONE NUMBER CHANGES

PRIMARY CONTACT NUMBER: ( ) _____

SECONDARY CONTACT NUMBER: ( ) _____

NAME OR MAILING ADDRESS CHANGES

ACCOUNT HOLDER'S NAME: _____

MAILING ADDRESS: _____

_____

_____

NEW SERVICE

To receive e-mail alerts and/or express interest in E-Billing, please provide your e-mail address.

E-mail Address: _____

thank you

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Queens, ss:

On the 16th day of July in the year 2014, before me, the undersigned, personally appeared Erick Gonzalez

, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NICOLE ANN ZUVIC
Notary Public, State of New York
No. 01ZU6244414
Qualified in Queens County
Commission Expires July 05, 2015

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of , ss:

On the day of in the year , before me, the undersigned, a Notary Public in and for said State, personally appeared , the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of , ss:

On the day of in the year , before me, the undersigned, personally appeared

, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

*State of Illinois , County of Cook, ss:
*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the day of July in the year 2014, before me

the undersigned personally appeared

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

Bargain and Sale Deed With Covenants

SECTION: 1

BLOCK: 136.71

LOT: 81

COUNTY OR TOWN: Westchester

Title No. Titlevest CL-W-406428

Goshen Mortgage REO LLC
TO
Manuel O. Yanez

DISTRIBUTED BY
YOUR TITLE EXPERTS
The Judicial Title Insurance Agency LLC
800-281-TITLE (8485) FAX: 800-FAX-9396

RETURN BY MAIL TO:

Esther Mildner, Esq
54 Prospect Ave
Ardsley NY 10502

— Bargain and Sale Deed, with Covenant against Grantor's Acts — Individual or Corporation (Single Sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 21st day of July, in the year 2014

BETWEEN Goshen Mortgage REO LLC, 3374 Walden Avenue, Suite 120, Depew, New York 14043

party of the first part, and Manuel O. Yanez, 91-02 97th Avenue, Ozone Park, New York 11416
party of the second part,

WITNESSETH, that the party of the first part, in consideration of

two hundred thirty thousand and 00/100 ($230,000.00) dollars

paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Port Chester, Town or Rye, County of Westchester and State of New York, bounded and described as follows:

see annexed hereto "Schedule A (Description)"

Said Premises being known as 328 Locust Avenue, Port Chester, New York 10573
Said premises being further known as Section 136.71, Block: 1 Lot: 81

Said premises being and intended to be the same premises conveyed to the grantor by referee's deed dated March 24, 2014, and to be recorded contemporaneously herewith.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Goshen Mortgage REO LLC

by: Erick Gonzalez, vice president

TitleVest Order #: CL-W-406428

Schedule A (Description)

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the northwesterly side of Locust Avenue, where the same is intersected by the northeasterly line of Lot No. 24 on Map of Property belonging to the Estate of Read Peck, deceased situated in the Village of Port Chester, Westchester Co., N.Y. said point being also distant 320.50 feet northeasterly, measured along the northwesterly side of Locust Avenue from the corner formed by the intersection of the north easterly side of Rectory Street with the northwesterly side of Locust Avenue;

RUNNING THENCE along the northeasterly line of said Lot 24 on Map No. 1851; North 64 degrees 21 minutes West 20.4 feet and North 53 degrees 04 minutes West 105.2 feet to lands formerly of Schiltz now or formerly of Dominick Briganti;

THENCE along the same, North 29 degrees 11 minutes 15 seconds East 43.0 feet to lands now or formerly of Margaret Theall;

THENCE along the same South 54 degrees 57 minutes 35 seconds East 132.39 feet to the northwesterly side of Locust Avenue;

THENCE along the same, South 38 degrees 41 minutes West 43.0 feet to the point and place of BEGINNING.

FOR INFORMATION ONLY: Said premises also known as 328 Locust Avenue, Port Chester, NY.

FOR CONVEYANCING ONLY, If intended to be conveyed: Together with all rights, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof.

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, Ruth Anne Cosgrove, residing at 305 Glen Avenue Port Chester N.Y, hereby make hereby make application and appeal to the Board of Trustee for review with regard to the attached sewer rent bill dated Sept. 29, 2014 for the period from 6/24/14 to 9/28/14 for service located at the property at 305 Glen Ave Port Chester, New York, also designated as Section 2 Block 7 and Lot 21 (21) on the Tax Map of the Town of Rye.

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

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

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

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

To claim a grievance under option 2. Include all evidence to support the degree and amount of water usage that is claimed to be applied for uses that do not result in discharges into the sanitary sewer system.

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

Sprinkler System - Hunter Pro C Control
11 heads. System capacity 50 psi 4 gpm
100 min of watering per cycle = 400 gallons of H2O

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)

2800 gallons per week

- 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.

From the enclosed chart for water usage one is able to notice an increase in water usage during the June - September period. This is due to a sprinkler system for the front yard and manual watering of the back yard. My normal water consumption average is hundred cubic feet when it is not the "growing season" - March thru November.

Thank you in advance for your consideration of a reduction in my sewer rent bill.

Sincerely,
Ruth Anne Cosgrove

Julie Invicogare

Signature of owner

914.937.2762

Phone # of Owner

October 23, 2014

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 _____

_____

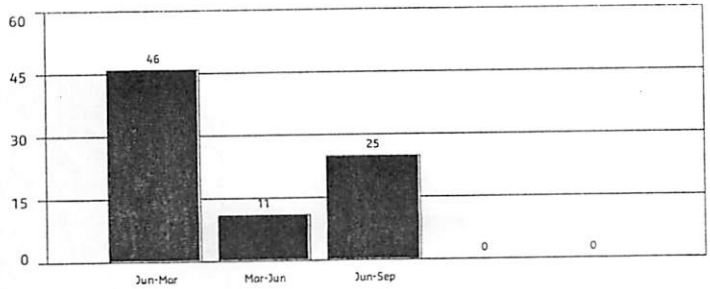
_____

7 000317 317 1 1 0.3810 0 0 0 0 1

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 12/29/2014

Billing Date:	09/29/14
Account Number:	07909312876081
Previous Balance	$15.01
Payments Through 09/29/14 *THANK YOU*	$15.01CR
Balance Forward	$0.00
Current Charges Due 10/23/2014	$33.47
TOTAL AMOUNT DUE	**$33.47**

*PAY BY 10/24/2014 TO AVOID A 1% LATE PAYMENT CHARGE

SERVICE TO: RUTH ANNE COSGROVE

SERVICE ADDRESS: 305 GLEN AVE PORT CHESTER NY

Meter Number	Service From	Service To	Days of Service	Meter Reading Previous	Meter Reading Present	Usage	Unit of Measure	Reading Type	Rate
85332141	06/24/14	06/30/14	6	0274	0277	3	CCF	ACTUAL	SWQ
55121863	06/30/14	09/28/14	90	0000	0022	22	CCF	METER CHANGE	SWQ
						EQUIVALENT TO		*18,700 GALLONS*	

25.0000 @ $1.338999 SEW RENT	$33.47
TOTAL CURRENT CHARGES	$33.47

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

IMPORTANT MESSAGES

SEWER RENT - User charges established by the Village of Port Chester for the use of the sanitary sewer system. Your sewer rent is based on the total water consumption for the period.
Effective June 1, 2014, the sewer rent changes from $1.30002 to $1.338999 per CCF.

0 0 0 RE 469457 PLEASE DETACH HERE AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT IN THE RETURN ENVELOPE PROVIDED. 079 079

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

Temp - Return Service Requested

SERVICE ADDRESS: 305 GLEN AVE
PORT CHESTER NY

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

Account Number:	07909312876081
Balance Forward	$0.00
Current Charges Due 10/23/2014	$33.47
TOTAL AMOUNT DUE	$33.47

Please make payable to: VILLAGE OF PORT CHESTER SEWER RENT

Payment Amount Enclosed $_____

000317

AUTO**SCH 5-DIGIT 10573 317 T1:1 317 1 AV 0.381
RUTH ANNE COSGROVE
305 GLEN AVE
PORT CHESTER NY 10573-2559

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

07909312876081000000033470000000003

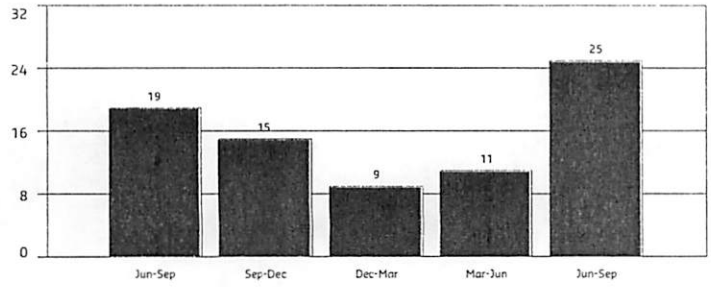
151 000288 288 1 2 0.3810 1 0 0 0 1

UNITED WATER

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

USAGE HISTORY

Usage in Hundreds of Cubic Feet



Next meter reading date: on or about 12/29/2014

Billing Date:	09/29/14
Account Number:	05504816220000
Previous Balance	[redacted]
Payments Through 09/29/14 *THANK YOU*	[redacted]
Balance Forward	[redacted]
Current Charges Due On Receipt	[redacted]
TOTAL AMOUNT DUE	[redacted]

*PAY BY 10/23/2014 TO AVOID A 1.5% LATE PAYMENT CHARGE

SERVICE TO: RUTH ANNE COSGROVE

SERVICE ADDRESS: 305 GLEN AVE PORT CHESTER NY

Meter Number	Service From	Service To	Days of Service	Meter Reading Previous	Meter Reading Present	Usage	Unit of Measure	Reading Type	Rate
85332141	06/24/14	06/30/14	6	0274	0277	3	CCF	ACTUAL	GSQ2
55121863	06/30/14	09/28/14	90	0000	0022	22	CCF	METER CHANGE	GSQ2
						EQUIVALENT TO		*18,700 GALLONS*	

12.0000 @ $5.952	$71.42	RECONCILE	$2.06
13.0000 @ $5.1196	$66.55	LEVELIZING SURCHARGE	$3.74
WATER CHARGES SUBTOTAL	$137.97	TEMP ST ASSMNT	$1.81
MPFP	$9.63	LOCAL TAX	$1.58
PURCH WAT WJWW	$3.92	TOTAL CURRENT CHARGES	[redacted]
PURCH WAT AQCT	$7.52		

SEE REVERSE SIDE FOR IMPORTANT ACCOUNT INFORMATION

IMPORTANT MESSAGES

Your consumption is based on an actual reading of your water meter.
Save a stamp and go paperless today! Log on to www.unitedwater.com or call Customer Service to find out more information and to enroll in eBilling.
RESIDENTIAL
As authorized in Case 09-W-0828, effective October 4, 2013, the PURCH WAT AQCT surcharge of 5.45% has been implemented to recover the additional costs imposed by the Aquarion Water Company of Connecticut and not included in water rates.
In order to provide customers with a level increase over the four years of the rate plan, the NYSPSC in Case 09-W-0828 authorized a "LEVELIZING SURCHARGE" effective November 1, 2013 of 2.71%.
Your municipality has opted to move public fire protection charges that are currently paid by the municipality to United Water customer bills. You will see this reflected as the Municipal Public Fire Protection (MPFP) Surcharge on your bill.
Phase 4 of the NYSPSC approved levelized overall rate increase of 2.94% is effective as of November 1, 2013 as authorized in Case No. 09-W-0828.
As authorized by the NYSPSC in Case 09-W-0828, effective January 23, 2014, the RECONCILE surcharge decreases from 2.773% to 1.492%.
Effective July 1, 2014, the TEMP ST ASSMNT surcharge changes from 1.63% to 1.16%.
Effective July 1, 2014, the PURCH WAT WJWW increases from 2.57% to 2.84%.

0 0 0 RE 46945 PLEASE DETACH HERE AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT IN THE RETURN ENVELOPE PROVIDED. 055 055

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

Temp - Return Service Requested

SERVICE ADDRESS: 305 GLEN AVE
PORT CHESTER NY

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

000288

AUTO**SCH 5-DIGIT 10573 288 T2:2 288 1 AV 0.381
RUTH ANNE COSGROVE
305 GLEN AVE
PORT CHESTER NY 10573-2559

Account Number:	05504816220000
Balance Forward	$0.00
Current Charges Due On Receipt	[redacted]
TOTAL AMOUNT DUE	[redacted]
Please make payable to: UNITED WATER WESTCHESTER	
Payment Amount Enclosed	$_____

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

0550481622000000000016823000000004

Rich Gasparino
EVERMIST, LTD.
16 Palace Place
Port Chester, NY 10573
Phone (914) 939-5782
Fax (914) 939-5784

Invoice

Date	Invoice #	Total
10/25/2011	47609	[redacted]

PAID

Billing Address	Job Address
Ruth Cosgrove 305 Glen Ave. Port Chester, NY 10573 BO2011 NC TO 2012 NC	Ruth Cosgrove 305 Glen Ave. Port Chester, NY 10573

WE NOW ACCEPT CREDIT CARD PAYMENTS
(No AMEX Please)

P.O. Number	Terms	Tech
	Due on receipt	David

Description	Serviced	Qty	U/M	Unit Price	Amt
Completed installation of the automatic lawn irrigation system as per proposal dated 10/10/11. Total cost [redacted], less deposit of [redacted] by check #176. Balance due [redacted]. Thank you.	10/24/2011			[redacted]	[redacted]
Sales Tax				7.375%	0.00

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

Total [redacted]

Invoice # 47609

emailed VC for BOT Agenda

VILLAGE OF PORT CHESTER

OCT 29 2014

RECEIVED M

Neil J. Pagano & Board of Trustees:

October 23, 2014

To: Whom it may concern

Through this letter I would like to request police collaboration and a permit to proceed with a parade that we organize year by year. This annual event is a celebration of our catholic faith in which we commemorate the birth of Jesus. The event will be held at St. Peter Episcopal Church on December 27, 2014 at 3:30pm. Although, the mass is schedule to be at 3:30 pm; we are going to congregate at 29 Sands St in Port Chester around 2:30 pm. After, we all get together, then Christmas parade will start from 29 Sands St to St. Peter Church. Again, our joy will be more complete if we can count with your permit and collaboration. Please do not hesitate to contact me at 914-652-4054 or luisapaltin@yahoo.com if you have any questions or concerns.

Att. Luisa Paltin, Milton Zaruma and Carmen Tenesaca

Luisa Paltin Carmen Tenesaca.

reply to: Milton Zaruma
18 Bush Ave
Port Chester, NY 10573

PUTNAM ENGINE & HOSE CO., NO.2
Organized October 4, 1854
Incorporated May 17, 1954
P.O. Box 933, Port Chester, NY 10573

October 25, 2014

VIA EMAIL & REGULAR MAIL
VILLAGE OF PORT CHESTER
VILLAGE CLERK
222 Grace Church Street
Port Chester, NY 10573
JRichards@portchesterny.com

Attn: Janusz R. Richards

Dear Mr. Richards:

As of our October 2014 meeting, the Putnam Engine & Hose, Company No.2, has expelled the following member:

Eugene Sciavillo
31 Summit Avenue
Port Chester, NY 10573

Sincerely yours,
PUTNAM ENGINE & HOSE COMPANY, NO. 2

Frank Cervinka
Secretary

Enclosure
cc: President Robert Gerardi

Companies:
Reliance Engine & Hose No. 1
Putnam Engine & Hose No. 2

Fire Department
Village of Port Chester
WESTCHESTER COUNTY, N. Y.

Headquarters: Westchester Avenue and Poningo Street

Harry Howard Hook & Ladder No. 1
Port Chester Fire Patrol & Rescue Co., No. 1, Inc.
Mellor Engine & Hose Co. No. 3
Washington Engine & Hose Co. No. 4
Brooksville Engine & Hose Co. No. 5

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

The PUTNAM Engine + Hose Co. 2 respectfully reports that at a meeting held on Oct. 1, 2014 favorable action was taken on the following:

Elected active members _____

Elected active exempt members _____

Elected honorary members _____

Members resigned _____

X Members expelled EUGENE SCIAVILLO #1681

Members suspended _____

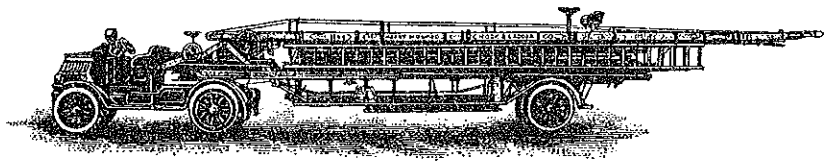
Members died _____

Badges returned (numbers) _____

Remarks: _____

Secretary, _____

Address: P.O. Box 933 Port Chester



HARRY HOWARD HOOK & LADDER CO. NO. 1
PORT CHESTER, N.Y. 10573

October 28, 2014

Honorable Mayor Neil J. Pagano and
Members of the Village Board of Trustees
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573
Attn: Janusz Richards – Village Clerk

Re: Election of New Member
Carlos E. Ruano

Dear Mayor Pagano & Members of the Board

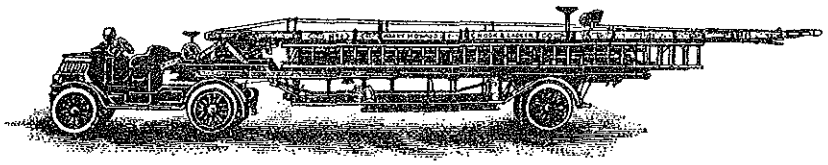
The purpose of this letter is to inform you that on October 10, 2014, at the regularly scheduled monthly meeting of the Company, the members of Harry Howard Hook & Ladder Company #1 unanimously voted for the acceptance of Carlos E Ruano who resides at 155 North Ridge Street, Rye Brook, NY 10573 to active membership in our Company.

Sincerely,

NEIL J. PAGANO

Secretary

cc: Carlos E Ruano
155 North Ridge Street,
Rye Brook, NY 10573



HARRY HOWARD HOOK & LADDER CO. NO. 1
PORT CHESTER, N.Y. 10573

October 28, 2014

Honorable Mayor Neil J. Pagano and
Members of the Village Board of Trustees
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573
Attn: Janusz Richards – Village Clerk

Re: Resignation of
Timothy Gordon Hannigan

Dear Mayor Pagano & Members of the Board

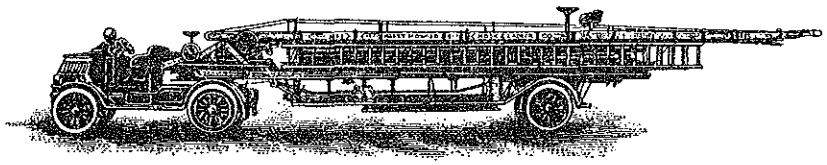
The purpose of this letter is to inform you that on August 8, 2013, at the regularly scheduled monthly meeting of the Company, the members of Harry Howard Hook & Ladder Company #1 accepted, with regrets, the resignation of Timothy Gordon Hannigan, 92 Glenville St., Greenwich, CT. in that Mr. Hannigan has accepted a career fire fighter position in the Bridgeport Fire Department.

Sincerely,

NEIL J. PAGANO

Secretary

cc: Timothy Gordon Hannigan,
92 Glenville St.
Greenwich, CT.



HARRY HOWARD HOOK & LADDER CO. NO. 1
PORT CHESTER, N.Y. 10573

October 28, 2014

Honorable Mayor Neil J. Pagano and
Members of the Village Board of Trustees
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573
Attn: Janusz Richards – Village Clerk

Re: Resignation of Christopher Lutton

Dear Mayor Pagano & Members of the Board

The purpose of this letter is to inform you that on August 8, 2013, at the regularly scheduled monthly meeting of the Company, the members of Harry Howard Hook & Ladder Company #1 accepted, with regret, the resignation of Christopher Lutton, 5 Heritage Lane, Rye, NY 10580 in that Mr. Lutton's employer has reassigned him to California.

Sincerely,

NEIL J. PAGANO

Secretary

cc: Christopher Lutton
5 Heritage Lane
Rye, NY 10580

U.S. Department
of Transportation
**Federal Transit
Administration**

Headquarters

East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

October 30, 2014

James Henly
Vice-President & General Counsel
Metro-North Railroad
347 Madison Avenue
New York, NY 10017-3739

Re: Complaint No. 14-0049

Dear Mr. Henly:

The Federal Transit Administration (FTA) Office of Civil Rights received your October 20, 2014, letter requesting a 60-day extension to respond to FTA's letter of finding on Complaint No. 14-0049 filed by the Village of Port Chester against Metro-North Railroad.

This letter confirms that FTA approves your request for an extension. The new deadline is set at January 6, 2015; however, no further extension will be granted.

We look forward to receiving Metro-North's corrective action plan.

Sincerely,

Linda Ford
Director, Office of Civil Rights

MINUTES

MEETING HELD OCTOBER 2, 2014

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Thursday, October 2, 2014, in the Port Chester Senior Center, 220 Grace Church Street, Port Chester, New York, with Mayor Neil Pagano presiding.

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

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

Additionally, it should be noted that Trustee Marino left the meeting at 8:25 p.m.

Also present were: Village Manager, Christopher Steers (arrived at 7:25 pm); 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; Building Inspector and Director of Code Enforcement Peter Miley; Village Planner Jesica Youngblood and Ed Brancati, Human Resources.

On motion of TRUSTEE MARINO, seconded by TRUSTEE CECCARELLI the meeting was declared opened at 7:10 p.m.

Roll Call

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

DATE: October 2, 2014.

TRAINING

Mayor Pagano made the following opening statement:

“The principal goal of a local government ethics program is to further the public’s trust that those who govern their communities are putting their personal interests aside in favor of the public interest.

“"Public office is a public trust." This maxim, supported by the related idea that participatory democracy requires public confidence in the integrity of government, lays the foundation for the ethical demands placed on people in government and the laws that establish standards of behavior

“Village Web Site – Under Village Code is Chapter 53, CODE OF ETHICS
Chapter 53-1 Declaration of Policy

“The proper operation of the village government requires that officials, officers and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; that public officials, officers and employees observe in their official acts the highest standards of morality and discharge faithfully the duties of their office regardless of personal consideration; and that the public have confidence in the integrity of its government and the officers and employees thereof. In recognition of these goals, there is hereby established a Code of Ethics for all officials and officers of the Village of Port Chester as defined in its Charter, and for all employees of such village hereinafter referred to as the "village".

Following the Mayor’s opening statement, New York Conference of Mayors (NYCOM) counsel John A. Mancini gave a presentation on “Ethics For City & Village Officials.”

At 8:52 p.m., on motion of TRUSTEE KENNER, seconded by TRUSTEE CECCARELLI, the meeting was closed.

Roll Call

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

DATE: October 2, 2014.

Respectfully submitted,

Janusz R. Richards
Village Clerk

MEETING HELD OCTOBER 6, 2014

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, October 6, 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 Deputy Mayor Gene Ceccarelli, were Trustees Gregory Adams, Daniel Brakewood, Saverio Terenzi, Luis Marino and Joseph Kenner.

It should be noted that Mayor Pagano was absent.

It should be noted that Trustee Brakewood arrived at 6:05 p.m. and Trustee Kenner arrived at 8:42 p.m.

Also present were: Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; Village Treasurer, Leonie Douglas (arrived at 7:00 p.m.); Director of Planning and Development Christopher Gomez (arrived at 7:00 p.m.); Chief of Police, Richard Conway; Christopher Ameigh Administrative Aide to the Village Manager; Village Planner Jesica Youngblood (arrived at 7:00 p.m.); Ed Brancati, Human Resources and Village Engineer, Dolph Rotfeld (arrived at 7:00 p.m.).

On motion of TRUSTEE MARINO, seconded by TRUSTEE TERENZI the meeting was declared opened at 6:01 p.m.

ROLL CALL

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

DATE: October 6, 2014

MOTION FOR EXECUTIVE SESSION

At 6:02 p.m., on motion of TRUSTEE MARINO, seconded by TRUSTEE ADAMS, the Board adjourned into an executive session in regards to the following items.

Concerning a particular person in the Police Department.

Consultation with Village Attorney / Labor Counsel with regard to career fire fighters.

MTA – Consultation with Village Attorney with regard to property conditions at the Port Chester Metro-North Railroad station.

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, Marino and Deputy Mayor Ceccarelli.
NOES: None.

ABSENT: Mayor Pagano and Trustee Kenner.

DATE: October 6, 2014

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

No action was taken in executive session.

At 7:06 p.m., a motion to come out of executive session was made by TRUSTEE ADAMS, seconded by TRUSTEE TERENZI, the Board of Trustees closed the executive session.

ROLL CALL

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

DATE: October 6, 2014

RESOLUTIONS

RESOLUTION #11
(This item was taken out of order)

Deputy Mayor Ceccarelli ask for a motion to move resolution 11 out of order.

There being no objections, on motion of TRUSTEE TERENZI, seconded by TRUSTEE MARINO, the Board of Trustees voted to act on resolution number 11 as listed on the agenda out of order.

ROLL CALL

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

DATE: October 6, 2014

Mr. Dolph Rotfeld commented on the sidewalks that have to be reconstructed and repaired. The low bidder was ConTech who did the sidewalks on North Main a few years back and just finished Pilgrim. The price was under budget so we will be able to get that done quickly. We want to get it done before November. We're talking about the sidewalks along the Village Hall and Cottage and several places on Grace Church Street. Also the sidewalk along Marvin Place. We are going to put a wooden barrier there as a stop to have cars coming on to the sidewalk. This will be from Highland Street to

Willett. Trustee Terenzi noted that there is property owned by the Village in back of 222 Grace Church. There is a fence there but it is very difficult to get to. This is a drainage area for the parking lot. Trustee Brakewood asked the cost per square foot. The concrete work was $10/sq. ft. The simulated brick is $14.

AWARDING BID FOR VILLAGE SIDEWALK IMPROVEMENTS

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 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: Trustees Adams, Brakewood, Terenzi, Marino, Kenner and Deputy Mayor Ceccarelli.
NOES: None.
ABSENT: Mayor Pagano.

DATE: October 6, 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 September 5, certified by Cecilia Hernandez, Principal Clerk of the Journal News and Angelina Brescia, Office Manager of the Westmore News.

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

On motion of TRUSTEE ADAMS, seconded by TRUSTEE BRAKEWOOD, the public hearing was declared open.

ROLL CALL

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

DATE: October 6, 2014

On motion of TRUSTEE TERENZI, seconded by TRUSTEE BRAKEWOOD, the public hearing was closed.

ROLL CALL

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

DATE: October 6, 2014

Adoption of Local Law No. 6 of 2014

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.

On motion of TRUSTEE TERENZI, seconded by TRUSTEE BRAKEWOOD, the following Local Law Number 6 of 2014 was adopted by the Board of Trustees of the Village of Port Chester, New York:

ROLL CALL

AYES: Trustees Adams, Brakewood, Terenzi, and Deputy Mayor Ceccarelli.
NOES: Trustee Marino.
ABSENT: Mayor Pagano and Trustee Kenner.

DATE: October 6, 2014

PUBLIC COMMENTS

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

Comments were made by:

Ms. Goldie Solomon commented on the Columbus Day Parade. This is very good. It is Italian but it should also be Spanish because if Isabella did not give him the money, Columbus never would have gotten here. The Grand Marshall of the parade is Bob Vitti, who is the Port Chester High School band director. We are a diverse community. The sewer rental tax is a horror story. If we have to pay this we should pay in Port Chester and not have to send this money to New Rochelle. We are a low to middle income

community and we have more off the tax rolls than any other village our size. We have to get our taxes down.

Mr. Giangrande commented on what is going to happen if someone has a bad sidewalk and doesn't do anything about it. Trustee Terenzi commented that on the agenda they are going to talk about the sidewalk betterment program. Mr. Giangrande commented on hedges being eight to ten feet. They should be no taller than four feet.

Mr. Tom Ceruzzi commented on the DPW on the beautiful job at the Vietnam Memorial. He commented on parking in the C4 and C5 districts. With so many people coming in where are they going to park. Trustee Terenzi commented we opened up Marvin Place but people don't want to park there. Mr. Ceruzzi commented on the colors of some of the retail buildings and the clutter in the windows.

Ms. Beatrice Conetta commented on how the surrounding communities benefit by our box stores and our restaurants. She commented that Port Chester was on the list of the highest tax communities in Westchester County. The bulkhead has not been addressed and the MTA is getting away with murder. The roads need to be repaved. The stolen money from the meters and police department has never been resolved. The developers have had a field day in Port Chester. The Board may have inherited the problem, but it is still your responsibility to make it right.

Mr. Richard Abel commented on some of the resolutions being discussed tonight. With the mayor's election if the county does not do it, we will have to pay for it. The police promotions list should be included in the resolution.

Ms. Andrea Granata commented that we should try and keep spending down. The utility pole on Burdsall and King is still in the same condition. The utility company did repairs on King Street and passed right by. Also, it is an embarrassment regarding the missing monies. Regarding sewer rent, Chris Ameigh commented there are instructions on the back of the bill on various methods of payment. She commented on various dead trees in Lyon Park near the children's play area. Burdsall Drive needs to be repaved. We do pay high taxes. Trustee Terenzi commented that we are taxed on the value of our houses.

Mr. Ceruzzi commented on whether the BOT has had meetings with the school board. Trustee Terenzi commented he sees Mrs. Capeci almost every week and he asks when are we going to start registering the kids. Mr. Ceruzzi commented on the release of sales tax by the State.

Mr. Michael Scarola, Planning Commission Chairman made the following statement:

"On 9/29, the Planning Commission was unable to conduct its scheduled meeting due to lack of quorum. This is an unacceptable situation.

I would be remiss if I didn't offer you my assessment of why it happened and provide you with recommendations for your consideration.

Assessment

The outcome on 9/29/2014 was going to happen given the composition of attendance %

by the Planning Commission members. The Planning Dept. provided me with the Planning Commission attendance records from 1/1/2013 to 9/29/2014. In Table A, I've calculated their attendance % for that time period:

TABLE A	
1/1/2013 - 9/29/2014 Attendance Rates	
91-100%	M. Scarola (100%) P. Coperine (91%) G. Gregory (91%)
81-90%	
71-80%	C. Suma (80%) * S. Rogan (80%) K. Pellon (77%) A. Baxter (73%)
<= 70%	F. Cervinka (64%)

* Note - Chris Suma recently appointed (4/5 meetings attended)

With the 4 of 7* members providing 80% or less attendance % since Jan, 2013, the likelihood of a 'No Quorum' outcome is a matter of when, not if. On 9/29, only 3 of 8 members were present; M. Scarola (100%), Peter Coperine (91%) and Kevin Pellon (77%).

Another factor that contributes to lower attendance rates, and the likelihood of a 'No Quorum' outcome, is the conclusion by some members that if they miss a meeting, it's ok as there are 7 others who will attend and there's no downside to them.

Recommendations

Acknowledging there is a problem is the first step towards fixing the problem. The Planning Commission has a problem and the 9/29/2014 outcome is unacceptable. Immediate action by the Board of Trustees (BOT) is needed which sends a clear signal that the 9/29 'No Quorum' outcome is unacceptable.

- Issue a memo by 11/1, to ARB, Planning and ZBA that expresses:
  - The BOT's expectation, effective 11/1/2014, of minimum attendance % for a 24 month term with monthly meetings. Attendance records will be considered when evaluating re-appointments.

In January, 2016, evaluate and consider increasing to 80%.

# Meetings	# Attended	# Missed	Attendance %
24	18	6	75%

- As of 12/31/2014 - Initiate an annual letter to members of ARB, Planning and ZBA:

        - Example: As of 12/31/2014, your attendance rate is x% for your term, which ends dd/mm/yy. The Village Board of Trustees has requested a 75% minimum attendance rate for ARB, Planning and ZBA members. Attendance records will be considered when evaluating re-appointments. Please make every effort to attend scheduled meetings. As always, we appreciate your efforts.
- The BOT to request the resignation of F. Cervinka, effective 10/15.
    - While F. Cervinka isn't the exclusive reason the 'No Quorum' occurred, his attendance record from Jan, 2013 -Sep, 2014 should be considered unacceptable.
        - 67% in 2013, 60% in 2014
    - On 10/20, the BOT to appoint C. Suma as a Planning Commissioner, effective 10/27.
- Solicit questions from each Planning Commissioner to establish standard set of questions when vetting potential appointments.

If you have any additional questions or would like to discus, please feel free to contact me.

Regards,

Michael Scarola

PS Unfortunately, the 9/29 'No Quorum' event overshadows the process changes that the Planning Commission continues to work on Village Staff. For example, in the pipeline is a Use Variance process improvement. Mr. Gomez can advise the BOT which month he expects it will get referred to the BOT."

RESOLUTIONS

RESOLUTION #1 (POSTPONED)

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

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

On motion of TRUSTEE KENNER, seconded by TRUSTEE TERENZI, to **postpone** the vote on resolution # 1 to the October 20, 2014 meeting.

ROLL CALL

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

NOES: None.
ABSENT: Mayor Pagano.

DATE: October 6, 2014

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.

RESOLUTION #2 (POSTPONED)

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:

On motion of TRUSTEE MARINO, seconded by TRUSTEE KENNER, to **postpone** the vote on resolution # 2 to the October 20, 2014 meeting.

ROLL CALL

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

DATE: October 6, 2014

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.

RESOLUTION #3

****

It should be noted that Trustee Kenner recused himself from the vote and discussion regarding Resolution 3 due to the fact that he works for Westchester County.

Additionally, it should be notice that Trustee Kenner, stepped away from the dais during that time.

****

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.

0 That a copy of this Resolution be forwarded to Congresswoman Nita Lowey, United States Attorney General Eric H. Holder and Westchester County Legislators.

Approved as to Form:

_____

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

DATE: October 6, 2014

RESOLUTION #4

APPOINTING OF POLICE LIEUTENANT
WITH THE VILLAGE OF PORT CHESTER

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

RESOLVED, that Sergeant JOHN J. TENEYCK, 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: Trustees Adams, Brakewood, Terenzi, Marino, Kenner and Deputy Mayor Ceccarelli.
NOES: None.
ABSENT: Mayor Pagano.

DATE: October 6, 2014

RESOLUTION #5

APPOINTING OF POLICE LIEUTENANT
WITH THE VILLAGE OF PORT CHESTER

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

RESOLVED, that Sergeant MARK BRACCIO, 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: Trustees Adams, Brakewood, Terenzi, Marino, Kenner and Deputy Mayor Ceccarelli.
NOES: None.
ABSENT: Mayor Pagano.

DATE: October 6, 2014

****

It should be noted that Deputy Mayor Ceccarelli recused himself from the vote and discussion regarding resolution 6, 7 and 8 due to the fact that his son is a P.C. Police Officer, and was considered among others for a promotion to Sergeant.

Additionally, it should be notice that Trustee Ceccarelli, stepped away from the dais during that time.

****

Motion to Elect President Pro Tem

TRUSTEE BRAKEWOOD, made a motion to nominate TRUSTEE ADAMS, President Pro Tem for the October 6, 2014 Board of Trustees meeting in the absence of Mayor Pagano and the Recusal of Deputy Mayor Ceccarelli from voting on Resolution 6, 7 and 8, the motion was seconded by TRUSTEE TERENZI. The motion was adopted by the Board of Trustees of the Village of Port Chester, New York.

ROLL CALL

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

DATE: October 6, 2014

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RESOLUTION #6

APPOINTING OF POLICE SERGEANT
WITH THE VILLAGE OF PORT CHESTER

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

RESOLVED, that Detective/Police Officer MICHAEL C. MARTELLO, 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: Trustees Adams, Brakewood, Terenzi, Kenner and Trustee Marino
NOES: None.
RECUSE: Deputy Mayor Ceccarelli.
ABSENT: Mayor Pagano.

DATE: October 6, 2014

RESOLUTION #7

APPOINTING OF POLICE SERGEANT
WITH THE VILLAGE OF PORT CHESTER

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

RESOLVED, that Police Officer MIECZYSLAW S. KOLC, 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: Trustees Adams, Brakewood, Terenzi, Kenner and Trustee Marino
NOES: None.
RECUSE: Deputy Mayor Ceccarelli.
ABSENT: Mayor Pagano.

DATE: October 6, 2014

RESOLUTION #8

APPOINTING OF POLICE SERGEANT
WITH THE VILLAGE OF PORT CHESTER

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

RESOLVED, that Detective/Police Officer AARON M. CONETTA, 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: Trustees Adams, Brakewood, Terenzi, Kenner and Trustee Marino
NOES: None.
RECUSE: Deputy Mayor Ceccarelli.
ABSENT: Mayor Pagano.

DATE: October 6, 2014

RESOLUTION #9

RECREATION DEPARTMENT

AFTER SCHOOL READING & VISUAL ART PROGRAMS

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

WHEREAS, the Village of Port Chester 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: Trustees Adams, Brakewood, Terenzi, Marino, Kenner and Deputy Mayor Ceccarelli.
NOES: None.
ABSENT: Mayor Pagano.

DATE: October 6, 2014

RESOLUTION #10

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

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

WHEREAS, the 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)
Revenues:		
001-0001-2613	Use of Deferred DEA Revenue	$44,569.40
Appropriations:		
001-3120-0220	Police Service Equipment	$44,569.40

Approved as to Form:

_____
Anthony M. Cerreto, Village Attorney

ROLL CALL

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

DATE: October 6, 2014.

DISCUSSIONS

Bulkhead

Christopher D. Steers, Village Manager updated the Board on 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.

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).

Trustee Brakewood commented parking has been an issue. Our parking laws in 345-14, off street parking, truck loading and vehicular access subsection (A) (3) clearly defines that for anybody in a C2 Main Street business district, the C5 train station mixed use district and the C5T downtown mixed use traditional district don't have to provide any off street parking for their businesses, except if you are a cabaret, events or catering establishment and theaters located in any of those districts. So the Capital does have to provide parking. When they opened they leased parking for about 400 spaces. Shortly thereafter the train station put up signs for No Event Parking. The Town of Rye parking fell through and now the Capital is looking for a variance to provide zero spaces. The reality is that they were providing zero spaces from the beginning because those agreements really didn't work very well. Most people are probably parking at the Marina anyway. Why are we managing these businesses through a variance process when a zoning board has a choice of either placing a great burden on the Capital (and potentially closing it because they don't have parking) or they are going to issue the variance. These parking regulations are out of date only. People are not going to the Capital exclusively; they are going to dinner or a bar for the night. Trustee Terenzi commented the Embassy only has parking on Marvin. The Capital still rents from the Town of Rye and they have two Ravikov lots. The Capital can make a case that at least 40% of their patrons come by train. Trustee Brakewood commented if there was some analysis or some numbers that we put behind this maybe there are more establishments to be covered than the Capital.

Chris Gomez commented there is a lot of discussion regarding shared parking. Trustee Ceccarella commented that some business do not want to share their parking because of vandalism. Chris Gomez said a typical parking garage would be 300-400 spaces. Trustee Brakewood said the question is whether we should change what is in subsection (7) to allow for shared spaces.

Sidewalk Betterment Program

Village Administrative Aide Chris Ameigh commented the Board asked us to take a look at ways we might be able to simplify or help people who have been cited. We came up

with a pretty basic program. The Board will dedicate a pot of money for the homeowners who have been in violation in the past two years. We put out a bid for a dedicated company not to exceed contracts for pricing for sidewalk repair to help owners. Those issued citations should apply to the program, and then they would be eligible for 30% matching to assist with the repairs. Then the owner would either pay the Village back at a monthly rate or we would recoup those funds by some other means. This is the basic concept of the program. It is similar to the Sidewalk Betterment Program we had in recent years.

Trustee Brakewood asked if it was literally a pot of money. Village Manager Steers replied that it is a very small pot. This is a small program that addresses a specific need. It will be used for those individuals who have been cited either by code enforcement or by trip and falls or by DPW.

CORRESPONDENCES

Sewer Rent Appeal 233-237 Westchester Ave. – H. Ravikoff.

The Board referred the correspondence to staff without objection.

Sewer Rent Appeal 44-48 Poningo Street – H. Ravikoff.

The Board referred the correspondence to staff without objection.

Sewer Rent Appeal 33 New Broad Street – H. Ravikoff.

The Board referred the correspondence to staff without objection.

From Washington Engine & Hose Co. #4, Inc. the election of Kevin Brennan to active membership.

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE MARINO, The Board of Trustees accepted the election of Kevin Brennan as a member to Washington Engine & Hose Co. #4, Inc. with the Port Chester Fire Department.

ROLL CALL

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

DATE: October 6, 2014

From Fire Patrol & Rescue Co. #1 on the resignation of Andrieu Reyes.

The Board accepted the resignation.

From Richard A. Falanka requesting consideration to be appointed to the Taxi Commission.

The Board asked staff to have a resolution ready for the next meeting.

From the Park Commission on the removal of t-ball fields in Lyon Park.

The Board referred the correspondence to staff without objection and to remove the temporary T-Ball field and put back to its original condition.

From Rev. Timothy Zak of Our Lady of the Rosary Church requesting permission to have a procession on October 19, 2014.

The Board referred the correspondence to staff without objection.

From Yvette Solis, Veterans' Day Co-Chair for KSS PTA, regarding Veterans' Day Flag-Raising Ceremony and Continental Breakfast.

The Board acknowledged the correspondence.

From Bill Villanova regarding International Walk to School Day at King Street School on October 8, 2014.

The Board acknowledged the correspondence.

MINUTES

Minutes from September 15, 2014.

On motion of TRUSTEE MARINO, seconded by TRUSTEE BRAKEWOOD, The Board of Trustees accepted the minutes of September 15, 2014.

ROLL CALL

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

DATE: October 6, 2014

Minutes from September 22, 2014.

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE MARINO, The Board of Trustees accepted the minutes of September 22, 2014.

ROLL CALL

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

DATE: October 6, 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:

(There were no public comments)

Board

Trustee Adams thanked Chris Ameigh for getting back to him on the work order for the utility pole on South Regent and Westchester. Last week we attended a discussion on Ethics. I would like at the first or second meeting in November to have as an agenda item the zero dollar acceptance. We could all be in violation of this. On Boards and Commissions, there was a time they were coming before us. I still would like to hear from the Boards and Commissions who have not yet come before us. At the first or second meeting in November I would like to have a meeting with Mike Scarola. He brought up some things tonight that should be discussed in Executive Session.

Trustee Brakewood commented on the municipal center being on the agenda for October 20th. I would like as an alternative for the Board to understand the work that went into the original proposal to build out the gymnasium for the courtroom. There may have been an original design to build that out. I voted against it at that time, so now I would like to see it again. All of a sudden the million dollars for building out a courtroom and a meeting room seems better than 40 million dollars for a new municipal center.

Trustee Terenzi commented that the cost of eminent domain in the building of the new municipal center would be approximately $2.6MM. That is what the properties are paying taxes on right now. This police station and courthouse property may be worth $3MM. The property on Grace Church may be worth $7MM to $8MM. Now, by trading assessments you have $120M in taxes. He asked Village Treasurer Douglas to show the auditor's predictions. I also want appraisals on what the properties are worth.

Trustee Marino commented that he does not want to put any more money into the police building. I also can't see building a courthouse on the other side of town. It makes sense to have everything in one place.

Deputy Mayor Trustee Ceccarelli commented on the J. C. Span report there was a figure of $30MM. The numbers go from $24MM up to $30MM. He has some concerns about

the population spike and new development. Down the road we will have to pay for new sewage development. He thanked the Board of Ethics for putting together the ethics training. He congratulated the police promotes.

At 11:06 p.m., on motion of TRUSTEE ADAMS, seconded by TRUSTEE MARINO, the meeting was closed.

ROLL CALL

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

DATE: October 6, 2014

Respectfully submitted,

Janusz R. Richards
Village Clerk

MEETING HELD OCTOBER 20, 2014

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, October 20, 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 Joseph Kenner was absent.

It should be noted that Trustee Marino left the meeting at 9:33 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; Christopher Ameigh Administrative Aide to the Village Manager and Village Planner Jesica Youngblood

On motion of TRUSTEE MARINO, seconded by TRUSTEE CECCARELLI the meeting was declared opened at 6:04 p.m.

ROLL CALL

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

DATE: October 20, 2014

WORKSHOP

1. ***To review appraisal results for 120 N. Pearl Street bonus program application under Village Code §345-16.***

Village Director of Planning Chris Gomez commented on the appraisals for the project and for the public hearing. This is a proposed project for 50 dwelling units, consisting of 15 studio, 26 one bedroom and 9 two bedroom units. There will be a parking structure for 46 on-site parking spaces and a parking structure. The appraisals are in the handouts. The units are within the height requirements in the district. This project could be quite different in terms of total bedroom units. The Planning Commission will review any impacts on the schools and on traffic. The building is approximately 66,000 sq. ft. Mr. Gomez commented he has spoken with developers in the downtown area regarding the density bonus.

Attorney Gioffre commented this is a true transit orientation. The location is in proximity to shopping and the train station. We are only providing 46 parking spaces, which is less than one per unit. We received the one variance we needed from the Zoning Board of Appeals, the Planning Commission has two resolutions before it, and we believe they will take action at their next meeting. The only remaining issue is making a right-hand turn when exiting the building.

Trustee Ceccarelli commented on who will be picking up trash. Mr. Gomez commented a private carter is proposed. Again, this will be a Board proposal.

Trustee Brakewood commented about the density program. Neighborhood revitalization includes things around that development like burying the lines around Summerfield Park.

Chris Gomez commented there is a question to the Traffic Commission about removing one parking space at this development.

Trustee Brakewood commented that this development is between two gas stations. Trustee Ceccarelli questioned if this is a safety concern when blasting starts.

Mayor Pagano commented that the assessor of the Town of Rye made two appraisals of the property at 120 N. Pearl Street, one for 50 units and one for 38 units. The 38 unit is assessed at $4,530,000 and the 50 unit complex assessed at $5,800,000. There is a $1,270,000 difference with the 12 additional units.

2. NDC:

Mayor Pagano commented the workshop on NDC precedes the motion that will follow.

Village Manager Steers commented that the packet he submitted to the Board compiles all the information he has gathered since 2009 regarding the study on the municipal center. It is a 17 page summarized study to inform the Board. At the time the estimate was $24 to $30+ million with multiple configurations on different sites. That included building for the police and court. It did not include acquisition. The last update cited the Irving Avenue site. It included the police and court and a parking structure and some retail space on the top floor of the structure. As the project grew the village hall was incorporated into it. The vast majority of the expense is for the police station.

Trustee Terenzi commented we take the original cost plus the village hall and then subtract what 222 Grace Church Street will be sold for. Then you have to subtract the tax. So the incremental cost may be a plus in the scheme of things. What is our commitment to the bottom line? And, what is our negative cash flow going to be?

The NDC representative commented he will use the budget developed by NDC as our working budget plus or minus 10%. He had a slide presentation was shown showing the figures for this project.

PRESENTATION OF NEW POLICE APPOINTMENTS

Mayor Pagano made the following opening statement:

"There's a saying that - stripes on a sleeve or brass on a collar don't make one a leader…and from my own personal experience, I can attest that truer words were never spoken.

It's not so much the title means anything...the real power is in the ability and capacity to both influence those who are under you in your position, whether it's Patrolman, Sergeant or Lieutenant, and more importantly to inspire those who are working for you I those positions. That's what promotion is all about.

Tonight, on behalf of the Board of Trustees, I have the honor and very pleasant duty of promoting eight (8) of Port Chester's finest to leadership positions.

Would Chief Richard Conway join me at the podium to help me convey these honors to the 8 police officers."

Promotions to the Rank of Lieutenant

1. Lieutenant John TenEyck: Lieutenant TenEyck was number one on the promotional list for Lieutenant with a final score of 92. He is an 18 year member of the Port Chester Police Department and has 1 year of experience as a Deputy with the Ulster County Sheriff's Department. He has served this Department as both a Police Officer and a Sergeant. Lieutenant TenEyck holds 3 departmental awards and graduated 1st in his class from the City of Kingston Police Academy. He attended SUNY Stony Brook.

2. Lieutenant Mark Braccio: Lieutenant Braccio was number 2 on the promotional list for Lieutenant with a final score of 90. He is a 19 year member of the Port Chester Police Department. He has served as a Police Officer, Field Training Officer, Firearms Instructor, Patrol Sergeant, and was most recently our Traffic Sergeant and Training Officer. Lieutenant Braccio holds 7 departmental awards, and a Journal News Citation of Merit.

Promotions to the Rank of Sergeant

1. Sergeant Michael Martello: Sergeant Martello was number 1 on the promotional list for Sergeant with a final score of 80. He is a 19 year member of the Port Chester Police Department. He has served as a Police Officer, Traffic Enforcement Officer, and most recently as a Detective. Sergeant Martello holds 9 departmental awards and is a 1992 graduate of Westchester Community College.
2. Sergeant Mieczyslaw "Mitch" Kolc: Sergeant Kolc was number 2 on the promotional list for Sergeant with a final score of 80. He is a 14 year member of the Port Chester Police Department and has served as a Police Officer and Field Training Officer. Sergeant Kolc holds 6 departmental awards. He graduated from Pace University in 1995 with a BA in Business Administration.

3. Sergeant Aaron Conetta: Sergeant Conetta was number 3 on the promotional list for Sergeant with a final score of 79. He is a 19 year member of the Port Chester Police Department and in that time has served as a Police Officer, Field Training Officer, Detective, and was most recently assigned as our Youth Officer. Sergeant Conetta holds 11 departmental awards and 3 awards from other Law Enforcement agencies. He graduated from the University of New Haven with a BA in Sports Management in 1997

Promotions to Detective

1. Detective Richard Grall: Detective Grall is a 7 year member of the Port Chester Police Department. Prior to that, Detective Grall served for 10 years as a Police Officer in the New York City Police Department. Detective Grall is a 1994 graduate of Rockland Community College with an Associate's Degree in Criminal Justice. He holds a combined 19 Departmental awards, and presently serves as President of the Port Chester Police Association.

2. Detective Walter Alcivar: Is a 16 year member of the Port Chester Police Department. For the last 4 years, Detective Alcivar has served as an investigator in the Westchester Drug Enforcement Administration Task Force. He is a veteran of the US Navy, and a 1998 graduate of Iona College with a BS in Criminal Justice. Detective Alcivar holds 7 Department awards.

3. Detective David Valdovinos: Is a 7 year member of the Port Chester Police Department. Prior to that, Detective Valdovinos served 4 years in the New York City Police Department his last assignment being the 52 precinct in the Bronx. Detective Valdovinos is 2002 graduate of Lemoyne College where in addition to achieving a BS in Sociology, was a member of the varsity Baseball Team.

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 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 ADAMS, seconded by TRUSTEE TERENZI, the public hearing was declared open.

ROLL CALL

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

DATE: October 20, 2014

Public Comments

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

Comments were made by:

Ms. Goldie Solomon commented we don't need any more residential property. This will overload our schools and taxes will be going up. Port Chester needs commercial property.

Ms. Bea Conetta commented about the bonus density. The Mariner was able to build on the sidewalk without a tree. The people of Port Chester don't know enough about what's going on.

Mr. Dominick Raneri commented he does not like the way the village is being expanded. We are taking commercial land and turning it to residential, taking residential land and making it commercial. Now you want to move the police department onto a postage stamp parcel with no room for expansion. We should try to purchase the land around the current police station to expand. We can work with what we have here.

Mr. Richard Abel commented on the square footage of the build. The applicant does have the ability to build 38 units. Rentals can convert to condos, but people who rent typically are gone tomorrow. Mr. Gomez commented the 50 unit proposal could be built on the same footprint. He commented the Board needs to look at the density bonus; he is not sure the density bonus money is worth the money.

Mr. Tom Ceruzzi commented there should be a moratorium on commercial and residential properties. He hopes the Village Board does not think they are obligated to developers. If a parking garage has to be built it needs to be built for the benefit of not only the taxpayers but the merchants; and they should be responsible for it. With the new apartments, we don't know how many children are going to be there.

Attorney Anthony Gioffre of Cuddy and Seder on behalf of AGD, the applicant for the 120 North Pearl project, commented on a few items. Of the 50 units, 38 will be studio, 15 will be one bedroom and 9 will be two bedroom units. There was a previous multi-family building approved by the Planning Commission in 2011. That building was a full story taller than the plan before you this evening. This proposal is consistent with the comprehensive plan recently adopted. Specifically the plan identifies the Metro North Railroad Station as within the plan of the premises and encourages transit oriented opportunities. There are only 46 parking spaces for 50 units, less than one parking space per unit. It is designed for transit and limits impact on the schools and traffic. We request that the Board approve this density request which is for 12 additional units.

Mayor Pagano commented that the bonus would include three additional two bedroom units.

Mr. George Ford commented you have to listen to the public. This Village needs to consider the development and further development of projects. I like to see projects like this come in. The Mariner and the Castle will bring significant revenue to the Village. Residents have to ask themselves if we want to see what was on the properties previously or do we want to see beautiful developments like this. So that comes to thinking about return on investment. The Board should consider does this add up. If the numbers add up we should allow the density bonus. If not, we should leave it as it is.

Mr. Abel commented on the rental range of the project and the ratio of apartments to cars for people in that rental range.

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

ROLL CALL

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

DATE: October 20, 2014

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 thanked the firemen, DPW, and police. We should have city status. The Trustees should represent the people of Port Chester.

Mr. Abel commented on the cost of running a mayor's election. It costs the Village $70,000 but if the county runs the election it would be $15,000. We should hire somebody to challenge the county.

Mr. Ceruzzi commented on a Zoning Meeting where the Capital is applying for variances for parking on Westchester Avenue. The Village allows you to run a business without enough parking spaces. The Village should modify and extend the C2 zone up Westchester Avenue to near the Post Office so they could have their business without going through the variance process.

Trustee Brakewood said they are already in a C2 zone. The Capital is the only one who has to provide parking in that zone.

Mr. Dennis Pilla commented on the plan for a new Village Hall and questioned if there is any return on investment to the taxpayers. We've only been in the present Village Hall for about seven years at a cost of $18MM. More recently the Town of Rye committed to another $1MM. As a taxpayer I urge you to slow down. We do need more property for the police station. Something like the municipal building at $39MM should be a referendum.

Ms. Conetta commented on spending another $500,000 to NDC to investigate the new municipal building. She commented on the Amnesty program. The Town of Rye should not be moving into the Village Hall. They sold their property and we waived their rent.

Mr. Abel commented on NDC resolution. Trustee Terenzi commented that the first $150,000 is going to the geological cost to see if the project is to go ahead.

Mr. Ford commented that the general public should respect the time and the Board. Regarding the proposal, we already have a Village Hall. We need a courthouse and a police station. This Village needs to go back to the drawing board and get a cost of a new police station and courthouse. The present Village Hall has a senior center attached and has multiple tenants. We should concentrate on the police department and leave it at that. As a Village taxpayer, I think we should look at all avenues available to us.

Ms. Conetta pointed out that so much money has already been put out and that we will just keep putting in money for more studies. There should be a referendum.

RESOLUTIONS

RESOLUTION #1
APPOINTMENT OF POLICE DEPARTMENT CHAPLAIN

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

RESOLVED, that REV. J. BRUCE BAKER, residing in Port Chester New York be and hereby is appointed as Chaplain for the Port Chester Police Department, effective immediately and to serve at the pleasure of the Board of Trustees.

Approved as to Form:

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Anthony M. Cerreto, Village Attorney

ROLL CALL

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

DATE: October 20, 2014

RESOLUTION #2

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

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:

Revenues:

1.1.1589	Use of Developers Fees	$439,000

Appropriations:

1.8020.400	Planning Contractual	$439,000

Approved as to Form:

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Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees Terenzi, Marino, Ceccarelli and Mayor Pagano
NOES: Trustees Adams and Brakewood.
ABSENT: Trustee Kenner.

DATE: October 20, 2014

RESOLUTION #3

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

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

Prior to tabling the resolution the Village Attorney was empowered to file Article 78 against Westchester County Board of Election.

On motion of TRUSTEE TERENZI, seconded by TRUSTEE MARINO, to **Table** resolution # 3.

ROLL CALL

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

DATE: October 20, 2014

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.

RESOLUTION #4

ESTABLISHING DATE FOR 2015 VILLAGE ELECTION

On motion of TRUSTEE CECCARELLI, seconded by TRUSTEE MARINO, 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:

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Anthony M. Cerreto, Village Attorney

ROLL CALL

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

DATE: October 20, 2014

RESOLUTION #5

AGREEMENTS FOR SENIOR CITIZENS PROGRAMS

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

WHEREAS, the Village of Port Chester Senior Citizen Program requires food permits; and

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

RESOVLED, that the Board of Trustees hereby authorizes the Village Manager to enter into the following agreement with regard to the Village of Port Chester Senior Citizens Programs;

The Westchester County Department of Health, Permit # 01-K385-A, Port Chester Senior Community Center Food Permit.

Approved as to Form:

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Anthony M. Cerreto, Village Attorney

ROLL CALL

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

DATE: October 20, 2014

RESOLUTION #6

SUPPORT FOR DON BOSCO WORKERS INC.

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

WHEREAS, Don Bosco Workers', Inc., 22 Don Bosco Place, Port Chester, is a grass-roots community-organizing group led by Latino immigrant day laborers and other low-income workers in the Village of Port Chester; and

WHEREAS, affiliated with the 100-year legacy of the Don Bosco Community Center, Don Bosco Workers, Inc. advocates for full and fair participation in the labor market through workplace rights education, leadership development and popular education methods for identifying social change goals from within the worker community; and

WHEREAS, by letter dated August 1, 2014 Don Bosco Workers, Inc.to the Mayor, Don Bosco Workers, Inc. requested a meeting with the Board of Trustees to share information about their recent efforts; and

WHEREAS, representatives of Don Bosco Workers, Inc. have since made a public presentation to the Board elaborating on group's mission, goals and lobbying activity for wage theft reform. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby supports the Don Bosco Workers, Inc. in assuring the full integration of Latino immigrant and other low-income workers into the labor force and the greater society.

Approved as to Form:

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Anthony M. Cerreto, Village Attorney

ROLL CALL

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

DATE: October 20, 2014

RESOLUTION #7

RETAINING CONSULTANT FOR PLANNING SERVICES WITH REGARD TO ENVIRONMENTAL REVIEW OF PROPOSED REDEVELOPMENT OF FORMER LOCATION OF UNITED HOSPITAL AND 999 HIGH STREET BY PC406 BPR, LLC and PC 999 HIGH STREET CORP.

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

WHEREAS, on April 21, 2014, the Board of Trustees (herein referred to as "Village Board") adopted a resolution accepting the amended petition of PC406 BPR, LLC. And PC 999 High Street Corp. (together the "Applicant") for redevelopment of the former location of United Hospital and 999 High Street, located at 406 Boston Post Road and also known and designated as Section 141.52, Block 1, Lot 2 and Section 141.52, Block 1, Lot 2.4 and at 999 High Street, also known and designated as Section 141.52, Block, 1, Lot 2.1, (herein referred to as the "Premises") seeking a text amendment to Village Zoning Regulations related to a proposed Southern Gateway Mixed Use Overlay District and a modification of the Village's Official Zoning Map, or, in the alternative, to a text amendment modifying Article XI Planned Mixed Use District of the existing Zoning Regulation (Section 345-62); and

WHEREAS, the Applicant seeks to develop the Premises for a mixed multi-family residential and commercial use development, consisting of 500 dwelling units designed to appeal to "Millennial" or young, childless working professionals, together with 230 age-restricted dwelling units, as well as 90,000 square feet of retail space, an approximately 138-room hotel and between 100,000 and 200,000 square feet of market-based space geared towards accommodating wellness and out-patient medical uses (herein referred to as the "Proposed Action"); and

WHEREAS, the Board of Trustees is the lead agency for the review process under the New York State Environmental Quality Review Act (SEQRA); and

WHEREAS, in such capacity the Board is responsible for ensuring that the Environmental Impact Statement (EIS) prepared by the applicant is adequate and complete in addition to authorizing the retention of qualified, independent consultants to provide expert assistance; and

WHEREAS, the Village has currently on retainer Dolph Rotfeld Engineering, P.C. and Adler Consulting, undertaking review with regard to engineering and traffic matters, respectively, as defined in the EIS Scope; and

WHEREAS, the Village requires the services of a planning consultant to undertake review with regard to the remaining matters of the EIS Scope and released a Request for Proposals (dated September 5, 2014) to solicit proposals; and

WHEREAS, the Village Manager, Village Attorney, Office of Planning and Development Staff and Special SEQRA Counsel, Sive, Paget & Reisel, P.C. have reviewed the several proposals that have been received. Now, therefore, be it

RESOLVED, the Board of Trustees hereby authorizes the Village Manager to enter into an agreement with AKRF, Inc., 440 Park Avenue South, New York, NY, 10016, to provide planning consulting services to the Village of Port Chester with regard to the SEQRA review of the redevelopment of the former United Hospital in the areas of land use and zoning (in concert with Village Staff), visual resources/aesthetics; historic, cultural and archeological resources; soil geology and natural resources; socio-economics; community facilities and services, including fiscal impacts and housing; air quality; noise; and construction impacts for the Village, all as set forth in a proposal dated September 5, 2014, rates of compensation currently as follows:

Key Staff rates	
Senior Professional	$165/hour
Senior Technical Director	$195/hour
Officer	$200/hour
Technical Director	$185/hour
Senior Professional	$165/hour
Standard hourly rates for additional support staff	
Senior Officer	$210/hour
Officer	$200/hour
Senior Technical Director	$195/hour
Technical Director	$185/hour
Senior Professional	$164/hour
Professional II	$135/hour
Professional I	$125/hour
Technical II	$115/hour
Technical I	$90/hour

with all expenses incurred by the Village for such SEQRA review are to be paid from an escrow account funded by the Applicant pursuant to a Reimbursement Agreement established for this purpose.

Approved as to Form:

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Anthony M. Cerreto, Village Attorney

ROLL CALL

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

DATE: October 20, 2014

RESOLUTION #8

YEAR-END BUDGET MODIFICATIONS, ADJUSTMENTS & AMENDMENTS FOR FY YEAR ENDING MAY 31, 2014

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

WHEREAS, New York State Law requires that all Budget be balance at the end of the fiscal year; and

WHEREAS, certain appropriation line items in the 2013-14 Fiscal Year General Fund Budget have been over expended and others under expended; and

WHEREAS, the Village of Port Chester is required to make all necessary adjustments to the Budget. The actual expenditures exceeded budget by $843,257 of which $97,306.59 was for Workers Compensation Section 32 Settlements. Now therefore be it

RESOLVED, that the Board of Trustees of the Village of Port Chester hereby authorizes the Village Treasurer to reduce the Workers Comp Reserves by the $97,306.59 expended for workers comp section 32 settlement in the General Fund, and be it further

RESOLVED, that the Board of Trustees of the Village of Port Chester does also hereby authorizes the Treasurer to make all necessary modifications, adjustments and amendments of the FY 2013-14 General Fund Budget. The amendments are as follows:

INCREASE ESTIMATED REVENUES:

1.1.1120	Sales Tax Revenue	$205,814.00

1.1.1128	Gross Receipts-Electric	$ 16,843.00
1.1.1522	Reimb Prisoner Trans. Fee	$ 48,373.00
1.1.1560	Building Permits	$290,084.00
1.1.2610	Fines Fees & Forfeited	$249,099.00
1.1.3005	Mortgage Tax	$ 33,044.00
Total Estimated Revenues		**$843,257.00**

INCREASE APPROPRIATIONS:

Buildings-Village Owned		
1.1620.417	Bldg Repairs & Maint.	$ 69,901.60
Police Department		
1.3120.199	Final Retirement Payout	$302,107.74
NYS Employee Benefits-ERS		
1.9000.801	State Retirement-ERS	$258,540.76
Workers Compensation		
1.9040.803	Workers Compensation	$212,706.90
Total Appropriations		**$843,257.00**

BUDGET TRANSFERS:

From:		
Contingency		
1.1990.400	Contingent A/c	$155,370.53
To:		
Judgments & Claims		
1.1930.400	Contractual	$40,472.65
Snow Removal		
1.5140.101	Personnel O/T	$43,158.47
1.5140.400	Contractual Exp.	$16,360.00
1.5140.487	Snow-Sand & Salt	$14,509.57
Street & Traffic Lighting		
1.5180.413	Light & Power	$40,869.84
Total Transfers		**$155,370.53**

Approved as to Form:

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Anthony M. Cerreto, Village Attorney

ROLL CALL

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

DATE: October 20, 2014

RESOLUTION #9

BUDGET AMENDMENT – DEA FUNDS TO PROVIDE
TACTICAL SURVIVAL TRAINING FOR 60 POLICE OFFICERS
AT POLICE HEADQUARTERS

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 provide law enforcement tactical survival training for 60 police officers at Police Headquarters over 2 to 3 sessions for $6,000 from Paladin Center, 39 Seminary Hill Road, Carmel, NY 10512, a preferred vendor. 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	$(6,000.00)
Revenues:		
001-0001-2613	Use of Deferred DEA Revenue	$6,000.00
Appropriations:		
001-3120-0430	Police in Service Training	$6,000.00

ROLL CALL

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

DATE: October 20, 2014

RESOLUTION #10

SUPPORT FOR THE VILLAGE CLERK'S OFFICE APPLICATION FOR A JUSTICE COURT ASSISTANCE PROGRAM GRANT FOR FY14-15.

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 state of New York Unified Court System offers financial assistance to Town and Village Justices for the purpose of office and security equipment acquisition and court facility improvements and renovations; and

WHEREAS, The Town of Rye has agreed to lease space currently in use for Village Court Clerk storage and administration; and

WHEREAS, The Village Court is in need of alternative capacity for file storage; and

WHEREAS, The Village Court is undergoing renovations to accommodate new space for the Court Clerk's Office which includes new finishes and security systems NOW, therefore, be it

RESOLVED, that the Board of Trustees of the Village of Port Chester hereby supports The Village Court's FY14-15 application for JCAP assistance in the amount of $30,000.

RESOLVED, that the Mayor be authorized to forward a letter to State Assemblyman Steven Otis and State Senator George Latimer on the Board's behalf.

Approved as to Form:

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Anthony M. Cerreto, Village Attorney

ROLL CALL

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

DATE: October 20, 2014

RESOLUTION #11

AUTHORIZING AGREEMENT WITH PLAYGROUND MEDIC TO MAKE NECESSARY REPAIRS AND IMPROVEMENTS TO VILLAGE PLAYGROUNDS

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

WHEREAS, the Village has engaged in a proactive annual inspection program to identify substandard conditions on the playgrounds in village parks; and

WHEREAS, Playground Medic, Hawthorne, New York, has identified the existence of substandard conditions in five Village parks, e.g. Curtis Park, Abendroth Park, Edgewood Park, Columbus Park and Lyon Park; and has submitted a proposal in the amount of $34,360.00 to make the necessary repairs and improvements; and

WHEREAS, in relying upon their professional expertise and reputation, the consultant's timely completion of this work will result in the playground equipment being in a safe condition. Now, therefore, be it

RESOLVED, that the Village Manager is hereby authorized to enter into an agreement with Playground Medic, 146 Broadway, Hawthorne, New York 10532 to make necessary repairs and improvements to the Village's playgrounds as specified in their proposal September 29, 2014, and be it further

RESOLVED, that the Board of Trustees herby authorizes the Village Treasurer to establish a Playground Equipment Refurbishing Project 5.7110.200.2014.146, and modify the General Fund and Capital Fund Budget as follows:

GENERAL FUND:
Transfer from:
Contingency A/C 1.1990.400
$34,360
Transfer to:
Transfer to Capital 1.9900.900
$34,360

CAPITAL FUND:
To Establish Playground Equipment Refurbishing Project:
Transfer from General Fund 5.5.5031.2014.146
$34,360
Playground Equipment Refurbishing 5.7110.400.2014.146
$34,360

Approved as to Form:

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Anthony M. Cerreto, Village Attorney

ROLL CALL

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

DATE: October 20, 2014

CORRESPONDENCES

From Mark Edward Goldberg regarding decal parking in the Marvin Place lot.

The Board referred the correspondence to staff without objection.

From the Tamarack Tower Foundation regarding the Turkey Trot Event to be held November 27, 2014.

The Board referred the correspondence to staff without objection.

From Fire Patrol & Rescue Co. #1 on the election of Justin P. DiSanto and Juan Morales to active membership.

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE MARINO, The Board of Trustees accepted the election of Justin P. DiSanto and Juan Morales as members to Fire Patrol & Rescue Co. #1 with the Port Chester Fire Department.

ROLL CALL

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

DATE: October 20, 2014

From the Park Commission regarding the temporary t-ball field in Lyon Park.

The Board accepted the correspondence.

From Chief McMinn requesting the closure of Don Bosco Place in front of the Church on Thursday October, 23rd from 6:00 to 7:30 p.m. to stage the Fire Equipment for Inspection.

The Board referred the correspondence to staff without objection.

From the Traffic Commission requesting a change in the Village Code regarding Handicapped Parking.

The Board referred the correspondence to staff without objection.

From the Traffic Commission regarding the Port Chester Rye Brook Public Library parking lot.

The Board duly noted the correspondence.

From Paul Gerardi regarding interest in serving on the Village of Port Chester Taxi Commission.

The Board accepted the correspondence and requested that the Clerk schedule Mr. Gerardi for an interview.

Add-on a Correspondence

Mayor Pagano asked for a motion to add-on a Correspondence.

There being no objection TRUSTEE CECCARELLI, made a motion to add-on a Correspondence, seconded by TRUSTEE TERENZI, the motion received a unanimous vote of those present.

ROLL CALL

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

DATE: October 20, 2014

From Carolina Crespo requesting permission to advertise "Scared By The Sound" on the fence across the street from McDonalds.

The Board referred the correspondence to staff without objection.

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 commented on that if the parking spaces on Marvin Place, which is one way, were made at an angle it would prevent people from backing into people parked on the other side. He commented he is glad the Board of Trustees voted to fix the playgrounds in the parks. As a taxpayer it would be nice for the people to know how

much you spent. It appears to be $34,000, but in the future advise the taxpayers how much you are spending.

Board

Trustee Terenzi extended condolences on behalf of the Board to Tom Lorenzo on the loss of his father.

Trustee Ceccarelli commented on an article in the newspaper on Rye Brook doing a service energy program. He asked if anything was done on the joint venture with Rye Ctiy and Rye Brook in regard to the LED street lighting. Village Manager Steers commented we have been going back and forth regarding some contract language with the Board and with the Village of Rye Brook. Attorney Cerreto said the Rye Brook attorney is also reviewing the same language and we want to agree on a standard language.

Trustee Ceccarelli commented on the 2009 Fair Housing Settlement. As far as the voting went, I feel the same way with HUD. The seven municipalities that were not part of the settlement are all getting penalized. Trustee Ceccarelli feels we are being treated in an unjust manner by the federal government. Attorney Cerreto is reaching out to the attorneys of the other communities; but don't be too hopeful that we have the right to sue HUD.

Trustee Brakewood recognized the DPW, the police, the auxiliary police and the committee that planned the Columbus Day Parade. It was a fantastic event. The Port Chester High School band is undefeated this season in their competitions.

Add-on an Executive Session

Following the Public and Board Comments section of the meeting, Mayor Pagano asked for a motion to add-on an Executive Session for the purpose of consulting with Village Attorney regarding Sewer Rent matter as it pertains to Village of Rye Brook.

There being no objection TRUSTEE CECCARELLI, made a motion to add-on an Executive Session, seconded by TRUSTEE BRAKEWOOD, the motion received a unanimous vote of those present.

ROLL CALL

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

DATE: October 20, 2014

At 9:46 p.m., on motion of TRUSTEE CECCARELLI, seconded by TRUSTEE TERENZI the Board adjourned into an executive session for the purpose of consulting

with Village Attorney regarding Sewer Rent matter as it pertains to Village of Rye Brook.

ROLL CALL

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

DATE: October 20, 2014

Also present were: Village Manager, Christopher Steers; Village Clerk, Janusz R. Richards; Village Attorney, Anthony Cerreto; Village Treasurer, Leonie Douglas and Christopher Ameigh Administrative Aide to the Village Manager;

No action was taken in executive session.

At 10:00 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, Ceccarelli and Mayor Pagano
NOES: None.
ABSENT: Trustees Kenner and Marino.

DATE: October 20, 2014

At 10:01 p.m., on motion of TRUSTEE CECCARELLI, seconded by TRUSTEE TERENZI, the meeting was closed.

ROLL CALL

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

DATE: October 20, 2014

Respectfully submitted,

Janusz R. Richards
Village Clerk

PUBLIC COMMENTS
AND
BOARD COMMENTS