

**VILLAGE OF PORT CHESTER
BOARD OF TRUSTEES
Meeting, Monday, April 6, 2015
Regular Meeting: 7:00 P.M.
VILLAGE JUSTICE COURTROOM
350 North Main Street
Port Chester, New York
AGENDA**

TIME: 7:00 P.M.

I	AWARD PRESENTATION	ACTION
1	Certificate of Appreciation to the Honorable Mayor Neil J. Pagano.	
II	AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION RE:	ACTION
1	Public Hearing regarding a local law amending the code of the Village of Port Chester by adding a new chapter, Chapter 302, Towing and Booting.	
2	Public Hearing regarding a local law amending the Code of the Village of Port Chester, Chapter 268, "Sewer Rent" with regard to adjustments of sewer rent.	
III	PUBLIC COMMENTS	ACTION
IV	RESOLUTIONS	ACTION
	Administration	
1	Resolution to extend the current Employment Agreement with the Village Manager.	
2	Resolution to extend the current contract with Anthony Cerreto, as Village Attorney for the Village of Port Chester.	
3	Appointment of Peter Sisca as Acting Village Justice.	
4	Appointment of Matthew Troy III as Acting Village Justice.	
5	Animal shelter agreement - Authorize the Village Manager to enter into an agreement with Stamen Animal Hospital and Violi Veterinary Care PPC, 61 Quaker Ridge Road, New Rochelle, New York 10804 to provide and maintain a pound or shelter for dogs seized in the Village and necessary veterinary care.	
	Senior / Nutrition Program	
6	Authorize The Port Chester Nutrition Program to enter into contract Westchester County Dept. of Senior Programs & Services Third Amendment for IIIB transportation programs in the amount of \$13,747.00 with a contractor match of \$9,553.00.	

7	Authorize the Village Manager to enter into contract with the Westchester County Dept. of Senior Programs and Services for III-C1 & IIC2 services in the amounts of IIC-1 \$60,113. III-C1 NSIP funding-\$37,865. IIC-2-\$6,403, IIC-2 NSIP-\$3,876 total amendment - \$108,257.00.	
	Parks / Recreation	
8	Port Chester Youth Baseball League (PCYBL) Agreement.	
	Finance	
9	Adoption of Local Adjustments for Homestead and Non-Homestead Base Proportions.	
10	To transfer \$4,901.00 from the DEA Asset Forfeiture Account to the equipment account for the purchase of (1) Patrol PC car mounted computer.	
11	Transfer \$4,374.80 from the DEA Asset Forfeiture Account to the equipment account for the purchase of 10, I phone 6 128gb phones for use by the Detective Bureau.	
12	Awarding BID 2015-01 - Sanitary Sewer Lining and Manhole Rehabilitation (Bid No. 15-01).	
13	Rye Brook IMA Sewer Rent	
V	CORRESPONDENCE	ACTION
1	From Trustee Kenner resigning as a member of the Port Chester Industrial Development Agency and Port Chester Local Development Corporation.	
2	From Port Chester – Rye Brook – Town of Rye Independence Day Committee requesting a donation of \$5,500.00 for the July 4 th celebration to be held at Ryan Stadium.	
VI	MINUTES	
1	Minutes from March 16, 2015	
2	Minutes from March 19, 2015 at 6:00 p.m.	
3	Minutes from March 19, 2015 at 7:00 p.m.	
4	Minutes from March 23, 2015	
5	Minutes from March 26, 2015	
VII	PUBLIC COMMENTS AND BOARD COMMENTS	ACTION

VIII	PROPOSED MOTION FOR EXECUTIVE SESSION	ACTION
1	Consultation with Village Attorney with regard to disciplinary charges brought against a member of the Port Chester Police Department.	

TIME: _____

AWARD PRESENTATION

AFFIDAVIT OF PUBLICATION
AND
NOTICE OF PUBLICATION RE

**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 purpose and intent of this local law is to regulate the towing and booting of cars on private parking lots in the Village of Port Chester. 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 2: The section of 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/or 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.

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 or booting 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 units.

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 also include parking lots owned by or under the control of Port Chester Housing Authority. 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.

TOW TRUCK

A vehicle that is being used to tow another motor vehicle.

TOW TRUCK DRIVER

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 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. The applicant, and all booters and tow truck drivers under the applicant's employ or contract, shall submit to fingerprinting through the Police Department such fingerprints and fees shall be submitted in the form and manner as prescribed by the Division of Criminal Justice Services. The fee for such investigation shall be assumed by the applicant.

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 the vehicle owner/operator that 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) A statement stating that no payment or valuable consideration was given, or will be given, from applicant to owner for the right to engage in booting and towing from the property owner's property.

(ix) 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.

(x) 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.

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 No Soliciting

No applicant or licensee shall pay or rebate money, or solicit or offer the payment or rebate of money or other valuable consideration, to property owners for the right to engage in booting and towing from any property.

Section 302-7 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 302-8 Denial of Application

The Chief of Police is responsible for reviewing the criminal history record information disseminated by the Division of Criminal Justice Services and 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 booter or tow truck driver under the applicant's employ or contract has been convicted of a felony or any crime involving violence, dishonesty, deceit, or moral turpitude. If an applicant has been convicted of one of the above specified criminal activities, any decision regarding such applicant's fitness for a license shall be made upon consideration of New York State Correction Law §§701-703-b and §§751-753.

Section 302-9 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.

Section 302-10 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 302-11 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 of the trespass towing. Such authorization shall be documented and a written entry on a form prescribed by Police Department shall be made as soon as practicable. Such entry shall include the time, date, location, production year, manufacturer, and license plate number of the vehicle towed or booted. Furthermore said licensee shall maintain such form for a period of at least one year and deliver a copy of entries made during the preceding month to the Chief of Police or his representative by 7th day of the subsequent month. Said licensee shall make such records available for inspection, at any time, to any member of the Port Chester Police Department, or any other law enforcement agency having jurisdiction in the Village, upon request of such officer

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. Such receipt shall state the name, business address, business telephone number and license number of the person who has towed such vehicle as such information appears on the license to engage in towing, and such receipt shall also include a telephone number for the office within the Police Department responsible for receiving complaints with respect to towing.

G. Upon request, the tow truck driver 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.

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 tow 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 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.

J. If any person has committed a violation of this section, or any rules promulgated pursuant to this section, such person shall be prohibited from collecting a fee or charge for their towing services, and any such unlawful charge collected shall be reimbursed to the vehicle's owner.

K. 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.

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 allowed to pay any authorized charge(s), in cash or credit card.

Section 302-12 Booting of vehicles.

A. No person shall engage in booting, without having a current and valid towing/booting license as proscribed by this chapter, such license

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 entry on a form prescribed by Police Department shall be made as soon as practicable. Such entry shall include the time, date, location, production year, manufacturer, and license plate number of the vehicle towed or booted. Furthermore said licensee shall maintain such form for a period of at least one year and deliver a copy of entries made during the preceding month to the Chief of Police or his representative by 7th day of the subsequent month. Said licensee shall make such records available for inspection, at any time, to any member of the Port Chester Police Department, or any other law enforcement agency having jurisdiction in the Village, upon request of such officer.

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 7 days a week, that will facilitate the dispatch of personnel responsible for removing the immobilization device

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.

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. 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.

I. 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.

J. 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.

K. 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.

L. If any person has committed a violation of this section, or any rules promulgated pursuant to this section, such person shall be prohibited from collecting a fee or charge for their booting services, and any such unlawful charge collected shall be reimbursed to the vehicle's owner

M. The owner or person in control of a vehicle that has been booted, shall be allowed to pay any authorized charge(s), in cash or credit card.

N. Tampering with a boot or immobilization device that is lawfully attached to a motor vehicle is prohibited.

O. 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 302-13 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 302-14 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 302-15 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 302-16 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.

C. Violators of this local will be referred to the Westchester County Department of Consumer Protection.

SECTION 3: 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 4: EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of the State of New York.

PUBLIC NOTICE

PUBLIC NOTICE is hereby given that the Board of Trustees hereby schedules a public hearing on Monday, March 2, 2015 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 amending the Code of the Village of Port Chester with a new chapter, Chapter 302, Towing and Booting, that would establish licensing requirements on those who wish to boot or tow motor vehicles from private property in the Village of Port Chester.

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: February 13, 2015

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

A LOCAL LAW AMENDING CHAPTER 268, "SEWER RENTS", OF THE CODE OF THE VILLAGE OF PORT CHESTER WITH REGARD TO ADJUSTMENTS OF SEWER RENT

SECTION 1: Section 268-4 of the Code of the Village of Port Chester, entitled "Sewer rent basis; adjustments, changes" is hereby repealed and new provisions to be added in place and stead as follows:

...

B. Adjustment. A system user who maintains that the sewer rent should be adjusted for any given six-month period may make one application to the Village Manager for an adjustment for that period's sewer rent. Such application shall be in writing, and be supported by substantial evidence establishing that the amount of the system user's water consumption that actually was discharged into the sanitary system was less than the amount of water consumption used to calculate the system user's sewer rent. Proof shall be in the following form:

1. an engineering report from a professional engineer licensed in the State of New York;
2. data from a submeter whose operation has been inspected by the Village of Port Chester;
3. affidavits; or
4. Any other documentary evidence.

The system user has the burden of proof. The quantum and quality of proof is necessarily dependent on the amount of the adjustment sought.

If an adjustment is warranted, the system user shall receive the same in the form of a credit on the next bill following the Village Manager's determination. If a system user is aggrieved by said determination, said user may appeal to the Board of Trustees within fifteen (15) days of same.

All applications for an adjustment that are currently pending shall be heard and determined by this local law.

SECTION 2: This local law shall take effect immediately upon filing with the Secretary of State.

PUBLIC NOTICE

PUBLIC NOTICE is hereby given that the Board of Trustees hereby schedules a public hearing on Monday, April 6, 2015 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 amending the Code of the Village of Port Chester, Chapter 268, "Sewer Rent" with regard to adjustments of sewer rent.

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: March 20, 2015

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

PUBLIC COMMENTS

RESOLUTIONS



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Choose a Department

Village BOT Meeting Date:

Item Type: Resolution

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

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

Heading Title
(Will appear as indicated below on Agenda)

EXTENDING EMPLOYMENT AGREEMENT FOR THE VILLAGE MANAGER

Summary

Background:

Christopher D. Steers has been employed by the Village of Port Chester as the Village Manager since May 21, 2014. Prior to this appointment, Mr. Steers had the positions of Director of Code Enforcement, Acting Building Inspector and Assistant Village Manager.

The resolution extends the term of Mr. Steers' employment agreement for a period of two years, from October 11, 2016 to October 11, 2018.

All other terms and conditions of the employment agreement remain in full force and effect.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Agreement

AGREEMENT

AGREEMENT made this day of April 2015, between the Village of Port Chester, a municipal corporation with its principal offices located at 222 Grace Church Street, Port Chester, New York 10573, hereinafter called "Village of Port Chester", and Christopher D. Steers, hereinafter called "Mr. Steers" or "Employee", residing at 20 Hillcrest Avenue, Rye Brook, New York 10573:

WHEREAS, the parties last entered into an agreement dated May 21, 2014 which expires on October 11, 2016 unless otherwise extended by mutual agreement of the parties; and

WHEREAS, the Board desires to extend said agreement.

NOW, THEREFORE, for the mutual covenants and promises set forth herein it is agreed as follows:

1. Term. The term of this Agreement shall expire on October 11, 2018, unless otherwise extended.
2. All other terms and conditions of the May 2014 Agreement shall remain in full force and effect.

Approved as to Form:

Anthony M. Cerreto
Village Attorney

VILLAGE OF PORT CHESTER
FOR THE VILLAGE BOARD OF TRUSTEES

By: _____
Neil J. Pagano
Mayor

CHRISTOPHER D. STEERS

Christopher D. Steers




Village of Port Chester

Office of the Village Manager

MEMORANDUM

TO: Mayor and the Board of Trustees



FROM: Christopher D. Steers, Village Manager

DATE: March 26th, 2015

RE: Contract and Professional Concerns

Gentlemen, as you may recall during my contract renewal and during discussions on my performance evaluation I asked the BOT to consider engaging me in a four year agreement. This request was made by me for a number of reasons not the least of which included stability for the organization and for myself as an individual. My request remains within the same nature, however my desire for some additional stability is even more prominent now.

To the point; I have been told by dozens of people via conversations, emails, texts etc... that the incoming mayor is going to do whatever is within his power to get rid of me and several key team members (whether that is accurate or not, it has been strongly suggested). Normally, I would ignore the conjecture however the pervasive nature of the number of people that have reached out to me (unsolicited) in combination with copies of emails, Facebook posts, etc..., I have received; I am forced to take this scenario very seriously. I have been told by the same myriad of people that the following actions may be taken:

- First: the team may be dismantled by the dismissal of Janusz, Tony, Leonie, and Peter.
(Note: that I am fully aware that two to three of these appointments are purely within the BOT's discretion.)
- Second: there may be a campaign of intimidation, misdirection, micro-management, busy work, gotcha tactics, and attempts to smear my name.
- Third: and if the foregoing are successful, ultimately thereafter my termination may be imminent.
(Note: I am fully aware that this is a BOT prerogative that can be exercised at will.)

Again, normally I would ignore the conjecture however the article posted in the Westmore News on March 6th 2015 seems to confirm all of the above. With that being said I intend to continue performing my duties in the same professional manner that you have all become accustomed to. However, I would be lying to you if I said that the stress of the aforementioned has not affected me.

My desires are to be able to continue to help move this Village forward; to continue to assist the BOT with all the heavy lifting that still needs to be done; and to maintain a healthy working environment for all. Toward that end, a four year agreement (simply changing the end date from 2016 to 2018) would first alleviate many of my concerns and secondly allow me to focus on the tasks at hand instead of constantly looking over my shoulder as I have had to do in the past.

For what it is worth, the stability that currently exists within the organization was extremely hard to accomplish. Any changes to the team at this time (although within the BOT's purview) would be detrimental to the organization as a whole and to the continuity of the projects and initiatives we are working on. I do not intend this memorandum to be anything more than it is; just an expression of my concerns and of my desire to continue a professional relationship with the organization.

Thank you all very much for your indulgence.

CC: File



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Choose a Department

Village BOT Meeting Date:

Item Type: Resolution

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

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

Heading Title
(Will appear as indicated below on Agenda)

EXTENDING EMPLOYMENT AGREEMENT FOR THE VILLAGE ATTORNEY

Summary

Background:

Anthony Cerreto has been employed by the Village of Port Chester as the Village Attorney since July 1995.

The resolution extends the term of his employment agreement for a period of two years, from June 1, 2015 to May 31, 2017.

The attached agreement reflects his current salary.

All other terms and conditions of the employment agreement remain in full force and effect.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Agreement

AGREEMENT

AGREEMENT made this day of April 2015, between the Village of Port Chester, a municipal corporation with its principal offices located at 222 Grace Church Street, Port Chester, New York 10573, hereinafter "Village of Port Chester", and Anthony M. Cerreto, 59 Shady Nook Drive, Toms River, New Jersey 08755, hereinafter "Attorney".

WHEREAS, since original appointment in July 1995, the Attorney has been employed by the Village; and

WHEREAS, the Attorney has had an employment agreement since that time authorized by unanimous vote of bipartisan boards; and

WHEREAS, the parties last entered into an agreement dated May 2013 which expires on May 31, 2015 unless otherwise extended; and

WHEREAS, the Village Manager recommends a two year extension of said agreement.

NOW, THEREFORE, for the mutual covenants and promises set forth herein it is agreed as follows:

1. Term. The term of this Agreement shall commence on June 1, 2015 and expire on May 31, 2017, unless otherwise extended.

2. Compensation. The gross annual salary shall be \$139,156 for FY 2015-2016 or as heretofore adopted by resolution of the Board of Trustees, but in no event shall the Attorney's annual salary be in a lower amount than the fiscal year previous.

3. All other terms and conditions of the May 2013 Agreement shall remain in full force and effect.

VILLAGE OF PORT CHESTER

By: _____
Christopher D. Steers
Village Manager

ATTORNEY

Anthony M. Cerreto

RESOLUTION

APPOINTMENT OF VILLAGE JUSTICE

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

RESOLVED, that PETER SISCA, residing at 461 Westchester Avenue, Port Chester, New York, be and he hereby is appointed VILLAGE JUSTICE of the Village of Port Chester, for a two year term, effective May 15, 2015, and to expire May 14, 2017, at an annual compensation heretofore adopted by the Board of Trustees, to be paid every two weeks.

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:

RESOLUTION

APPOINTMENT OF ACTING VILLAGE JUSTICE

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

RESOLVED, that MATTHEW J. TROY, III, residing at 88 Hawley Avenue, Port Chester, New York, be and he hereby is appointed ACTING VILLAGE JUSTICE of the Village of Port Chester, for a two year term, effective May 15, 2015, and to expire May 14, 2017, at an annual compensation heretofore adopted by the Board of Trustees, to be paid every two weeks.

ROLL CALL

AYES:

NOES:

ABSENT:

DATE:



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

AGENDA MEMO

Police Department

Village BOT Meeting Date: April 6, 2015

Item Type: Resolution

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

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

Heading Title
(Will appear as indicated below on Agenda)

AGREEMENT TO PROVIDE SHELTER AND VETERINARY SERVICES FOR DOGS SEIZED IN THE VILLAGE OF PORT CHESTER

Summary

Background:

The Stamen Animal Hospital and Violi Veterinary Care PPC, 61 Quaker Ridge Road, New Rochelle, New York 10804, currently provides shelter and veterinary services for dogs seized by the Police Department in accordance with the requirements of the New York Agriculture and Markets Law.

To date, \$2,900 has been expended in FY 2014-2015. \$10,000 had been budgeted and the same amount is proposed in the Tentative Budget.

The resolution extends the term of the agreement for a period of two years, from June 1, 2015 to June 1, 2017.

All other terms and conditions of the employment agreement remain in full force and effect.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Agreement

RESOLUTION

AGREEMENT TO PROVIDE SHELTER AND VETERINARY SERVICES FOR
DOGS SEIZED IN THE VILLAGE OF PORT CHESTER

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

WHEREAS, the Stamen Animal Hospital and Violi Veterinary Care PPC, 61 Quaker Ridge Road, New Rochelle, New York, 10804, currently provides shelter and veterinary services for dogs seized by the Police Department in accordance with the requirements of the New York Agriculture and Markets Law; and

WHEREAS, the agreement between the Village and the contractor expires on May 31, 2015; and

WHEREAS, the Chief of Police has recommended renewal of the agreement for an additional two-year term; and

WHEREAS, this matter is provided for in the Village manager's Tentative Budget for Fiscal Year 2015-2016.. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into a renewal agreement with Stamen Animal Hospital and Violi Veterinary Care PPC, 61 Quaker Ridge Road, New Rochelle, New York 10804 to provide an maintain a pound or shelter for dogs seized in the Village and necessary veterinary care, with a two year term to expire on May 31, 2017, compensation and other terms as provided for in the said agreement annexed hereto, payable out of Account Code 3510-400 "Animal Control".

APPROVED AS TO FORM:

Anthony M. Cerreto, Village Attorney

AGREEMENT

This Agreement, made this ____day of _____, 2015, by and between the Village of Port Chester, a municipal corporation organized under the laws of the state of New York, with offices at 222 Grace Church Street, Port Chester, New York 10573 (hereinafter the “Village”), and Stamen Animal Hospital and Violi Veterinary Care, PLLC, both corporations duly organized and existing under the Laws of the State of New York (hereinafter the “Hospital”) and having their office and principal place of business at 61 Quaker Ridge Road, New Rochelle, New York 10804 (hereinafter the “Hospital”)

WITNESSETH:

WHEREAS, the Hospital owns and operates a shelter and provides for veterinary services for the care of dogs; and

WHEREAS, the Village desires to continue to utilize the services of the Hospital and access to said shelter on an “as-needed” basis.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Hospital and the Village do hereby agree as follows:

1. Scope of Services. The Hospital shall provide the following services (hereinafter the “Services”):
 - a. Provide and maintain a pound or shelter for dogs seized by the Village. The shelter shall be under the care and charge of a competent employee and shall be open to receive dogs from the Village, and to the public by appointment for redemption and adoption at the following days and times:

Monday through Friday 7:30 a.m-6:30 p.m.
Saturday 8:00 a.m. to 2:00 p.m.
 - b. Properly shelter, care and water all seized dogs in the shelter.
 - c. Provide necessary veterinary services for any dogs that are sick or injured at the time the Village delivers said dogs to the Hospital for impoundment and only on the condition that the Village agrees to reimburse the Hospital for all veterinary and other services provided to said dogs due to said sickness or injury, except in instances where the owner is the responsible party for the payment of such fees to the Hospital. In the event that the owner refuses to reimburse the Hospital, the Village agrees to be the responsible party for the payment of such costs and seek recovery thereafter against the owner. The Village shall be provided in advance the estimated cost of such services.

- d. To make seized dogs available for redemption by their owners for a period of time no less than the applicable statutory minimum redemption periods.
 - e. To make such dogs available for adoption or, in the Hospital's judgment after consulting with the Village, to humanely euthanize a dog if, at the end of the appropriate redemption period, the dog has not been redeemed and title has therefore been forfeited to the Village.
 - f. Nothing herein obligates the Village to deliver to the Hospital any minimum number of dogs or all of the dogs seized in the Village by the Village's Dog Control Officer(s) (DCO).
2. Procedures. The Hospital shall follow these procedures in the performance of the services:
- a. The Hospital shall accept from the DCO any homeless, stray, abandoned, neglected, abused or any other dogs which are otherwise picked up by the DCO.
 - b. The Hospital shall not accept for impoundment any dog that is not accompanied by the appropriate DCO seizure report.
 - c. The Hospital shall notify the owner of a dog, if known, of the facts of such seizure and the procedure for redemption in accordance with Section 118 of the State Agriculture and Markets Law.
 - d. The Hospital shall contact the DCO prior to releasing a dog to its owner, adopting out a dog or euthanizing a dog, so that the Village can collect from such owner any fees, charges or outstanding fines or penalties owed by such owner to the Village.
 - e. Notwithstanding the applicable statutory retention periods, at the request of the DCO or other authorized member of the Police Department, a dog may be kept at the Hospital for an additional, specified period so that the dog may be claimed, provided that the Village assumes the additional cost and expense for same in the first instance.
 - f. Prepare, retain, and make available to the Village complete and accurate records concerning the care and disposition of all dogs cared for by the shelter hereunder as well as any expenses incurred and any fees collected.

- g. Provide a fee schedule for veterinary services. Said schedule may be adjusted on notice to the Village.
- 3. Payment. No payments shall be made by the Village to the Hospital hereunder until the Hospital has presented to the Village a properly detailed and signed voucher and until the voucher has been audited and approved for payment by the Village Treasurer.
- 4. No Limitation of Rights. Nothing contained herein shall limit the Hospital's rights under section 183 of the Lien Law, or pursuant to section 373 of the Agriculture and Markets Law, or as derived from any other general or special law, or by means of any civil action or proceeding, to recover from the owner thereof any necessary or reasonable costs and expenses incurred by the Hospital in providing pound and shelter for any Village dogs.

Nothing contained herein shall limit the Village rights under applicable provisions of the law, or by means of any civil action or proceeding, to recover from the owner of any dog delivered by the Village to the Hospital's shelter any fees, charges or outstanding fines or penalties owed by such owner to the Village.

- 5. Term. The term of this Agreement is from June 1, 2015 to and through May 31, 2017, unless earlier terminated as provided herein.
- 6. Insurance. The Hospital shall not commence services under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Village.
 - a. Workers' Compensation Insurance. The Hospital shall take out and maintain during the life of this contract Workers' Compensation Insurance for its employees to be assigned to the work hereunder.
 - b. Comprehensive General Liability and Property Damage Insurance. The Hospital shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect it from claims for damages for personal injury, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:

General Liability Insurance - an amount not less than \$1,000,000.00 for injuries, including wrongful death to any one person and subject to the same limit for each occurrence and an amount not less than \$2,000,000.00 in the aggregate.

Property damage insurance in an amount not less than \$100,000.

The Hospital shall furnish the above insurances to the Village and shall also name the Village as an additional named insured in said policies. The Hospital shall also provide the Village with all such policies. The insurance company shall be licensed to do business in the State of New York and be rated by A.M. Best no less than A-.

7. Indemnification. To the fullest extent authorized by law, the Hospital shall defend, indemnify and hold harmless the Village for any and all acts or omissions arising out of the Hospital's performance of the services herein and protect the Village from any claims, actions, suits, judgments, expenses, attorneys' fees, costs or expenses of any kind, except to the extent such claims arise out of the negligent acts or omissions of the Village, its officers, employees or agents.
8. Termination for Convenience. Either party may terminate this agreement for convenience on ninety (90) days notice to the other party. The Hospital shall be entitled to be paid for any services satisfactorily performed up to and through the date of such termination.
9. Termination by the Village. The Village shall have the right to terminate the contract for cause if any of the following may occur:
 - a) The Hospital is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - b) A receiver or liquidator is appointed for the Hospital or for any of its property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said twenty (20) days.
 - c) The Hospital fails or refuses to comply with all applicable laws or ordinances.
 - d) The Hospital has been cited for violations by New York State following an inspection and such violations have not been cured.
 - e) The Hospital is in material breach of this contract:

In such event the Village, and without prejudice to any other rights or remedy it may have, may upon seven (7) days' written notice to the Hospital, terminate this Agreement.
10. Termination by the Hospital. The Hospital shall have the right to terminate the contract if the Village is in material breach of this Contract. In such event, and without prejudice to any other rights or remedy it may have,

may upon seven (7) days written notice to the Village, terminate this Agreement.

11. Independent Contractor. It is hereby mutually covenanted and agreed that the relation of the Hospital to the services to be performed by it under this Contract shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said services, whether or not the Hospital, its agents, or employees have been negligent.
12. Compliance. The Hospital shall comply with the applicable provisions of Article 7 of the New York Agriculture and Markets Law and regulations promulgated thereunder, as well as any order or directive of the Commissioner or designated representative.
13. No Assignment. This Agreement or any part thereof may not be assigned, transferred, conveyed, and otherwise disposed of by the Hospital to any other person or corporation without the previous written consent in writing of the Village.
14. Notices. Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

To the Village: Village Manager
 Village of Port Chester
 222 Grace Church Street
 Port Chester, New York 10573

To the Hospital/
Violi: Stamen Animal Hospital
 61 Quaker Ridge Road
 New Rochelle, New York 10804

15. No Waiver. No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
16. Complete Agreement. This Agreement constitutes the complete understanding of the parties. Any prior understandings or agreements, whether verbal or in writing, are void and without effect. No modification of any provisions or any amendment of this Agreement shall be valid unless in writing and signed by both parties.

17. Governing Law. This Agreement is governed by the laws of the state of New York.
18. Dispute Resolution. The parties agree that any dispute between them shall be adjudicated in the Supreme Court of the State of New York. Venue shall be in the County of Westchester.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officials on the date hereinabove written.

VILLAGE OF PORT CHESTER

By: _____
Christopher D. Steers
Its' Village Manager

STAMEN ANIMAL HOSPITAL/VIOLI VETERINARY CARE, PLLC.

By: _____
Dr. Maria Violi, President



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Senior Community Center

Village BOT Meeting Date: 4/6/2015

Item Type: Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact	x		Public Hearing Required		x
Funding Source: Westchester County Grant			BID #		
Account #: 6750.			Strategic Plan Priority Area		
			Enhance Organization		
Agreement	x		Manager Priorities		
Strategic Plan Related		x	N/A		

Sponsor's Name: Carol Nielsen, Director of Senior Programs & Services

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

Resolution to authorize the Village Manager to enter into contract with the Westchester County Dept of Senior Programs and Services for IIIB services.

Summary

Background:

Yearly contract with Westchester County Dept. of Senior Programs & Services Third Amendment for IIIB transportation programs in the amount of \$13,747.00 with a contractor match of \$9,553.00.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Resolution and award letter.

RESOLUTION
SENIOR NUTRITION
TITLE IIIB TRANSPORTATION PROGRAM

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

RESOLVED, that the Village Manager be and is authorized to enter into an agreement with the County of Westchester for the Older Americans Act and New York State Community Services for the Elderly Act, for Title IIIB in the amount of \$13,747. to cover the programs provided by the Village of Port Chester for period covered January 1, 2015 to December 31, 2015. The Village of Port Chester is required to contribute a contractor match of \$9,553. to the program.

APPROVED AS TO FORM:

Anthony M. Cerreto
Village Attorney

ROLL CALL

AYES: NOES:

ABSENT:

DATE:



Robert P. Astorino, Westchester County Executive

Mae Carpenter, Commissioner
Department of Senior Programs and Services

March 13, 2015

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

RE: Title III-B Transportation Services Second Amendment, PY 2015

Dear Mr. Steers:

Enclosed is one blank copy of the Second Amendment to the initial 2013 Agreement for Transportation Services under Title III-B of the Older Americans Act for services to be provided by the Village of Port Chester. This Second Amendment commences on January 1, 2015 and terminates on December 31, 2015. Federal funding for the program will be in an amount not to exceed \$13,747. The Village of Port Chester is required to contribute a Contractor match of \$9,553 to the program.

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

Please complete the sections of the amendment as follows:

SECOND AMENDMENT:

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

SCHEDULE B-2:

Fill in the relevant information on each page, making sure that where signatures are required that they are original and in **(BLUE INK)** only. **Return one (1) originally signed Schedule B-2.**

NOTE: You must use the original Agreement and Schedule B-2 that we have provided. Scanned copies will be returned. We also suggest that you keep a copy of the contract for your records.

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

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

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

Sincerely,



Sharon Johnson
Program Administrator

Encl.



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Senior Community Center

Village BOT Meeting Date: 4/6/2015

Item Type: Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact	x		Public Hearing Required		x
Funding Source: Senior Center Budget Account #: 6720			BID #		
			Strategic Plan Priority Area Enhance Organization		
Agreement	x		Manager Priorities		
Strategic Plan Related		x	N/A		

Sponsor's Name: Carol Nielsen, Director of Senior Programs & Services

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

Resolution to authorize the Village Manager to enter into contract with the Westchester County Dept of Senior Programs and Services for III-C1 & IIIC2 services.

Summary

Background:

Yearly contract with Westchester County Dept. of Senior Programs & Services Third Amendment for IIIC1 & IIIC2 programs in the amounts of IIIC-1 \$60,113. III-C1 NSIP funding-\$37,865. IIIC-2-\$6,403, IIIC-2 NSIP-\$3,876 total amendment - \$108,257.00

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Resolution and award letter.

RESOLUTION
SENIOR NUTRITION TITLE III-C1 & Title IIIC2

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

RESOLVED, that the Village Manager be and is authorized to enter into an agreement with the County of Westchester for the Older Americans Act and New York State Community Services for the Elderly Act, for Title III-C1 & Title IIIC-2 in the amount of \$108,257. to cover the programs provided by the Village of Port Chester for period covered January 1, 2015 to December 31, 2015.

APPROVED AS TO FORM:

Anthony M. Cerreto
Village Attorney

ROLL CALL

AYES: NOES:

ABSENT:

DATE:



Robert P. Astorino, Westchester County Executive

Mae Carpenter, Commissioner
Department of Senior Programs and Services

March 9, 2015

Carol Nielsen
Nutrition Program Director
Village of Port Chester
222 Grace Church St.
Port Chester, NY 10573

RE: Title III-C/NSIP: Nutrition Services Third Amendment, PY 2015

Dear Ms. Nielsen:

Enclosed is one blank copy of the III-C1, III-C2 and NSIP Third Amendment under the Older Americans Act for Nutrition Services to be provided by the Village of Port Chester. This Third Amendment when executed will extend the term of the original executed agreement for an additional year, for the period January 1, 2015 through December 31, 2015.

Please complete the sections of the amendment as follows:

THIRD AMENDMENT

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

SCHEDULE C:

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

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

Federal funding for the 2015 program year will be as follows:

PROGRAM	FEDERAL FUNDS	LOCAL MATCH
III-C-1	\$60,113	\$22,234
Estimated III-C1 NSIP	\$37,865	N/A
III-C-2	\$6,403	\$2,368
Estimated III-C2 NSIP	\$3,876	N/A

In order to streamline the contractual process to award the Nutrition Services Incentive Program (NSIP) funding, the Department is now requiring that NSIP funding be included in the III-C agreement. Please be aware that the NSIP funding listed on the allocation are high estimates to cover your program for the projected annual NSIP allocation. The Department may reduce the amount payable to its contractors, in which case you will be notified. Reimbursement will be made for actual services provided and entered in the Social Assistance Management System (SAMS).

For the contract year, all Nutrition Program Contractors are required to mail in the completed SAMS MONTHLY NUTRITION REPORT signed by the staff member responsible for the report. The reports should be received by the County no later than the tenth (10th) day of the following month. The County reserves the right to withhold payment to Contractor for its failure to submit the monthly report by the deadline, until the monthly report is received by the County.

Return two (2) originally signed contracts within 10 business days to me at the address in the footer of the first page. Please refer to the “**Standard Insurance Provisions**” on pages 3 and 4 of the Schedule A in the original contract or in the First Amendment for detailed information regarding ALL required insurances. Contracts will be on hold pending receipt of any missing insurance form. Remember to list **Westchester County as an Additional Insured** on the Certificate of Liability Insurance.

Please direct program-related questions to your program liaison Patricia Szeliga at 914-813- 6432. You may also contact me at 914-813-6058 or via e-mail at ssj3@westchestergov.com for questions pertaining to the processing of the contract.

Sincerely,



Sharon Johnson
Program Administrator

Encl.



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

AGENDA MEMO

Police Department

Village BOT Meeting Date: April 6, 2015

Item Type: Resolution

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

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

Heading Title
(Will appear as indicated below on Agenda)

AGREEMENT TO PROVIDE SHELTER AND VETERINARY SERVICES FOR DOGS SEIZED IN THE VILLAGE OF PORT CHESTER

Summary

Background:

The Stamen Animal Hospital and Violi Veterinary Care PPC, 61 Quaker Ridge Road, New Rochelle, New York 10804, currently provides shelter and veterinary services for dogs seized by the Police Department in accordance with the requirements of the New York Agriculture and Markets Law.

To date, \$2,900 has been expended in FY 2014-2015. \$10,000 had been budgeted and the same amount is proposed in the Tentative Budget.

The resolution extends the term of the agreement for a period of two years, from June 1, 2015 to June 1, 2017.

All other terms and conditions of the employment agreement remain in full force and effect.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Agreement

RESOLUTION

AUTHORIZING AGREEMENT WITH PORT CHESTER YOUTH BASEBALL LEAGUE TO OPERATE VILLAGE'S YOUTH BASEBALL PROGRAM

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

WHEREAS, acknowledging the scarcity of Village resources and the need to secure alternative means of delivery of recreational services, the Village announced its intention to designate a not-for-profit operator to provide a portion of same; and

WHEREAS, since 2004, the Village has designated the Port Chester Youth Baseball League as the operator to provide youth baseball programs at Lyon Park for the Village's youth; and

WHEREAS, the Program has proven to be a successful private-public partnership in the delivery of recreational services and is a model for other communities; and

WHEREAS, the parties desire to renew this partnership. Now, therefore, be it

RESOLVED, that the Village Manager be and is hereby authorized to enter into an agreement with the Port Chester Youth Baseball League to operate Tee-Ball (age 5-6), Rookie (age 7-8), Minor (age 9-10) and Major (11-12) Program at Lyon Park with a term of January 1, 2015 and expiring December 31, 2018, payment to be \$18,000 per year, from General Ledger, Account Code: 7310-0460 "Youth Baseball" and on such other terms as provided in the annexed agreement.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

AGREEMENT

This Agreement made the _____ day of April 2015 by and between the **VILLAGE OF PORT CHESTER** (hereinafter referred to as the “VILLAGE”), a New York municipal corporation with offices located at 222 Grace Church Street, Port Chester, NY 10573, and the **PORT CHESTER YOUTH BASEBALL LEAGUE. INC.** (hereinafter referred to as the “LEAGUE”), a New York not-for-profit corporation with its offices at 222 Grace Church Street, Box 3, Port Chester, NY 10573.

WITNESSTH

WHEREAS, acknowledging the scarcity of Village resources and the need to secure alternative means of delivery of recreational youth baseball services, the Village announced its intention to designate a not-for-profit operator to operate same; and

WHEREAS, since 2004 the Village has designated the League as the operator to provide youth baseball programs at the baseball field at Lyon Park for the Village’s resident children ages 12 and under (hereinafter referred to as the “Program”); and

WHEREAS, the Program is a successful private-public partnership in the delivery of recreational services and is a model for other communities; and

WHEREAS, the parties desire to continue this partnership.

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

1. Term: That this agreement shall be for a term commencing January 1, 2015 and ending on December 31, 2018.

2. Scope of Services: The League shall undertake to operate the Program on behalf of the Village, which shall include the following: Tee-ball (age 5-6), Rookie (age 7-8), Minor (9-10) and Major (11-12). The League shall be responsible for registration of

players, scheduling of games and practices, selection of qualified and responsible coaches and umpires, and determination of play.

3. Consideration: In consideration of the services provided, the Village shall make annual payment to the League in the amount of \$18,000.00. Said payment shall be made in two installments of \$9,000, payable on March 1st (except for 2015 which shall be on the execution of this Agreement) and July 1st of each year of this Agreement subject to the Village's determination that the League has satisfactorily performed this Agreement. The payment provided by the Village is for the Program and may only be used by the League for such purpose. The League will provide a detailed annual report reconciling all of the funds provided to the League from the Village during the year.
4. User Fees and Charges: The League is authorized to establish a schedule of user fees and charges to participants to assist in defraying the operating costs of the Program. Such fees and charges shall be disclosed to the Village on or before January 15 of each year of this Agreement subject to the approval of the Village Board of Trustees, which approval shall not be unreasonably withheld.
5. Insurance: The League shall comply with the Village's insurance specifications and attached herein and made a part hereto as Exhibit "A". In addition, the League shall obtain and maintain in full force and effect an accident insurance policy for the benefit of participants for the duration of this Agreement. The League shall provide evidence of such policies to the Village for review and approval by the Village Attorney.
6. Defense/Indemnification: The League agrees to protect, defend, indemnify and hold the Village of Port Chester, and any agents, officers, employees and consultants, or any of them, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, fees or other expenses or liabilities of any kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or cause of action of every kind and

character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all claims relating to personal injury, death, damage to property, defects in materials, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, local law, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The League further agrees to investigate, handle and provide a defense for and defend any such claims. at its sole expense and agrees to bear all costs and expenses related thereto, even if such claims are groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Village for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Village or its officers or employees.

7. Independent Contractor: It is understood and agreed that the League is an independent contractor and that the Village assumes no liability for the means and methods for the League's operation of the Program. Any persons employed or contracted with by the League shall not be deemed to be employed or contracted with by the Village in any capacity whatsoever.
8. Not-for-Profit Status: The League certifies that it is a not-for-profit corporation incorporated under the laws of the State of New York. The League will comply with all federal and state regulations to maintain its 501(c) status and provide proof of such compliance by January 15 of each year of this Agreement.
9. Use of Equipment: The Village agrees to permit the League to access and use to a field conditioner, mule and roller which are currently stored in the Department of Public Works facility at Lyon Park. The Village shall provide a key to the League for access to same. The League shall be responsible for any damages to such

equipment caused by neglect. All League personnel shall be trained in the operation of such equipment prior to use.

10. Use of Facility: The Village shall grant a revocable license for use of the baseball fields located at Lyon Park and Edgewood Park to the League for the operation of the Program on a temporary, seasonal basis only. The League shall provide the Village a field use schedule thirty (30) days in advance of each season for approval by the Recreation Department, such approval shall not be unreasonably withheld.

The spring season shall not begin before March 15th for practices weather permitting. The fall season shall end no later than November 10th of each year

The League shall not sublet such fields to third-parties without Recreation Department approval during these periods. It is understood that the field is property held by the Village and that when they are not in use by the League or authorized third parties, they are reserved and available to the Village.

11. Use of Mail Box: The Village shall provide a mail box at Village Hall, 222 Grace Church Street, for the League to receive mail.
12. Field Preparation: The League shall perform and assume the expense for annual spring-and fall field preparation, as per the specifications in Exhibit “B”, to ensure that the baseball fields are available for play to the high standard that has been established by the League. Notwithstanding the foregoing, the Village shall test the sprinklers and ensure that they are operable prior to the start of the spring season.
13. Field Maintenance: On weekdays (Monday through Friday), the Village shall be responsible for maintaining the fields throughout the season, including weekly grass cutting, removal of grass clippings, scarification, filling voids or depressions in fields (including but not limited to mounds, batter boxes and areas around bases), the chalking of foul lines and painting of outfield lines. On the weekends (Saturday and Sundays), the League shall be responsible for these functions. Although at the

Village's expense, the parties would share a single pallet of marking paint, lime and diamond dry which will be stored at the DPW facility in Lyon Park. Any additional quantities would also be at the Village expense, but would require written request for same to the Village Manager. The Village shall also supply clay for the fields as needed.

14. Improvements: The League shall not undertake any improvements without proper plans for review and subsequent express written permission of the Village. Any improvements undertaken without such permission shall be subject to removal at the League's expense. In any event, any improvements constructed shall be the property of the Village.

15. Signage: The League shall not erect or cause to be erected or display any signs without the permission of the Village subject to the following. Any signage shall be temporary and seasonal, unobtrusive with minimal visual impact and blend in a park setting.

16. Concession Stand: The League may operate a temporary concession stand at a designated location adjacent to the field. In such case, the League must secure and maintain any required Westchester County Health Department food service permit. Such permit must be displayed on site.

17. Vehicles: The League shall not park or stand any vehicles inside the parks, except for loading and unloading of supplies and equipment.

18. Meetings: The League shall provide notice and an agenda of all meetings to the Village. If the Village wishes to attend a meeting to discuss a matter of concern it shall advise the League of its intention to attend said meeting, with twenty-four (24) hour notice.

19. Grievances: The League shall establish a formal grievance procedure for the handling of internal complaints and in the administration of same shall be acted upon in good faith and in a non-discriminatory manner. The Village Recreation

Department shall be notified within thirty (30) days of such complaint and disposition.

20. Non-Discrimination: The League shall abide by all applicable state and federal discrimination and human rights laws as well as the Village's Anti-Discrimination and Harassment Policy, annexed hereto as Exhibit "C". Any complaint with respect thereto shall be immediately reported to the Village.
21. Background Checks: All coaching staff shall be subject to background checks and their history and background reviewed by League officials.
22. Complaints: Any written complaints by a resident on the impact of League operations shall be addressed and responded to by the League with a plan to resolve the issue. A copy of the complaint and the response to resolve same shall be forwarded to the Village Recreation Department within thirty (30) days of the complaint.
23. Performance Review: This Agreement shall be subject to an annual review to be conducted by the Village no later than October 1st in each year.
24. Termination: Should the League wish to terminate this Agreement, the League shall give the Village ninety (90) days prior written notice. Should the Village wish to terminate this agreement, the Village shall give the League ninety (90) days prior written notice and shall hold a public hearing to discuss the termination of this agreement with the League at the next available Port Chester Board of Trustees meeting.

25. Notices: All correspondence under this agreement shall be sent as follows:

Village Manager	President
Village of Port Chester	Port Chester Youth Baseball League, Inc.
222 Grace Church Street	222 Grace Church Street. Box 3
Port Chester, N.Y. 10573	Port Chester, NY 10573

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

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

28. This Port Chester Park Commission and Recreation Commission have approved this Agreement.

Approved as to Form:

Village Attorney

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

Village of Port Chester

By: _____
Christopher D. Steers, Village Manager

Port Chester Youth Baseball League, Inc.

By: _____
President

EXHIBIT "A"

INSURANCE

1. The Contractor, prior to signing of the contract, shall provide to the **Village of Port Chester** and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.
 - a. Workmen's Compensation. The Contractor shall take out and maintain during the life of this contract the statutory Workmen's Compensation, Disability, and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation, Disability and Employer's Liability Insurance for all for the latter's employees to be engaged in such work.
 - b. General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Certificate of Insurance shall indicate the following:
 - (1) Premises – Operations;
 - (2) Any deductibles shall not be the liability of the **Village of Port Chester, New York**.
 - c. Property Damage – Property Damage Insurance shall include the legal liability of its contractor for loss or damage to property of the **Village of Port Chester**.
2. The Contractor shall obtain and maintain in full force and effect all of his insurance policies with a reputable insurer licensed to do business in the State of New York with at least a Best rating of A-.
3. All policies and certificates of the Contractor shall contain clauses as follows:
 - a. The insurance companies issuing the policy or policies shall have no recourse against the **Village of Port Chester, New York**, for payment of any premium or for assessments under any form of policy.
 - b. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of and the sole risk of the Contractor.
 - c. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the **Village of Port Chester, New York**, by registered mail, return receipt requested. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of and the sole risk of the Contractor.
 - d. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the **Village of Port Chester, New York**, by registered mail, return receipt requested.
4. All property losses shall be made payable to and adjusted with the **Village of Port Chester**.

5. All policies of insurance shall be acceptable to an approved by the Village Attorney prior to the inception of any work.
6. If, at any time, any of the said policies shall be or become unsatisfactory to the **Village of Port Chester**, as to form or substance, or if any company issuing such a policy shall be or become unsatisfactory to the **Village of Port Chester** the Contractor shall promptly obtain a new policy, submit same to the **Village of Port Chester**, for approval and submit a certificate thereof as hereinafter provided. Upon failure of the contractor to furnish, deliver and maintain such insurance as above provide, this Contract, at the election of the **Village of Port Chester**, may be forthwith declared suspended, discontinued or terminated. Failure of the contractor to take out and/or to maintain or the taking out and and/or maintenance of any required insurance, shall not relieve the contractor for any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.
7. In the event that claims in the excess of these amounts are filed by reason of any operations under the contract, the amounts of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish additional security covering such claims.
8. The Insurance Policy shall be endorsed to name the **Village of Port Chester** and any officers, employees, volunteers, consultants as additional insured on all policies, and shall stipulate that this insurance is primary, that any other insurance or self-insurance maintained by the **Village of Port Chester** shall be excess only and shall not be called upon to contribute with this insurance. ISO Additional Insured Endorsement form number CG2010 1185 under GL. Contractors Form B must be utilized and accompany the Certificate of Insurance.

SCHEDULE B

Annual Field Preparation and Regular Maintenance of Fields

PCYBL shall perform Spring pre season and Fall maintenance of the fields to minimally include the following:

Edging- Straight edging of all areas where grass meets clay

Leveling- Addition of new and manipulation of existing clay to provide a flat playing surface. Clay will be groomed and rolled. This includes all clay areas.

Batters box and mound- Sandy and inconsistent clay material will be removed and replaced with new clay. Proper slope will be given to mound area.

Home plate/bases and pitching plate- All base pegs, home plate and the pitchers plate will be inspected and replaced if necessary.

Fencing- All fencing and gates will be inspected and necessary repairs made prior to start of Spring season

Fertilization- Start up fertilizer will be applied prior to April 1st weather permitting. Second (late spring), third (early summer) and fourth (fall) applications will be conducted at times convenient for both the Village and the League.

RESOLUTION

ADOPTION OF LOCAL ADJUSTMENTS FOR HOMESTEAD AND
NON-HOMESTEAD BASE PROPORTIONS FOR 2015-2016

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

WHEREAS, on February 2, 2005, the Board of Trustees adopted Local Law No.2
of 2005 relating to the adoption of the provisions of Section 1903 of the Real Property Tax
Law regarding Homestead Base Proportions; and

WHEREAS, the Town of Rye Assessor has prepared and adopted Homestead and
Non-Homestead base proportions for the Village of Port Chester on March 17, 2015; and

WHEREAS, the Board of Trustees of the Village of Port Chester wishes to adopt
local adjustments to these base proportions that will be used to establish a Homestead tax
rate and a Non-Homestead tax rate for the 2015-2016 Village Budget and tax rates. Now,
therefore, be it

RESOLVED, that the Board of Trustees of the Village of Port Chester hereby
adopts for the 2015--2016 Village tax, Homestead Base Proportions of 55.740822%, and
Non-Homestead base proportions of 44.259178%; and be it further

RESOLVED, that the Village Manager is authorized to sign all necessary
documents to implement the purposes of this resolution; and be it further

RESOLVED, that the Town Assessor and Receiver of Taxes are authorized to
make any filings on behalf of the Village of Port Chester, and to take any additional actions
necessary to implement the purposes of this resolution.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

RESOLUTION

Resolution of the Town Board of the Town of Rye Establishing a Homestead Base Proportion for the Village of Port Chester and to Authorize the Town Assessor to File a Statement of Locally Determined Homestead Base Proportions Pursuant to and in Accordance with the Provisions of Section 1903 of the Real Property Tax Law Commonly Referred to as the "Homestead Tax Option" based on the 2014 Assessment Roll (completed, verified and filed in 2014) for the 2015 Village budget and tax rates.

On motion of Councilperson Nardi, seconded by Councilperson Collins, the following Resolution was adopted:

WHEREAS, in 1981, the State of New York enacted Section 1903 of the Real Property Tax Law (RPTL) known as the "Homestead Tax Option"; and

WHEREAS, the Homestead Tax Option was enacted to prevent a disproportionate shift of property tax burden to residential property owners following a revaluation of real property; and

WHEREAS, the Town Board adopted a Local Law on March 23, 2004 entitled "A Local Law Adopting the Provisions of Section 1903 of the Real Property Tax Law" commonly referred to as the "Homestead Tax Option" (the "Local Law"); and

WHEREAS, pursuant to the Local Law, the Town Board desires to establish two separate property tax rates for the Village of Port Chester; a rate for residential property owners equal to a rate of 55.740822 (the "Homestead Base Proportion") and a rate for all other property owners equal to a rate of 44.259178 (the "Non-Homestead Base Proportion") and to authorize the Town Assessor to file a Statement of Locally Determined Homestead Base Proportions Pursuant to Section 1903 of the RPTL based on the 2014 Assessment Roll (completed, verified and filed in 2014) for the 2015 Village budget and tax rates; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

1. The Town Board hereby: (a) establishes two separate property tax rates for the Village of Port Chester pursuant to the provisions of Section 1903 of the RPTL **(I) the Homestead Base Proportion at a rate equal to 55.740822 and (II) the Non-Homestead Base Proportion at a rate equal to 44.259178** and (b) authorizes the Town Assessor to file a Statement of Locally Determined Homestead Base Proportions Pursuant to Section 1903 of the RPTL based on the 2014 Assessment Roll (completed, verified and filed in 2014) for the 2015 Village budget and tax rates.

ROLL CALL

AYES: Councilperson Collins, Nardi and Deputy Supervisor Villanova

NOES: None


ABSENT: Councilperson Nioras and Supervisor Carvin

Dated: March 17, 2015

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss:
TOWN OF RYE)

I, Hope B. Vespia, Town Clerk of the Town of Rye, New York, do hereby certify that I have compared the foregoing copy with a copy of the Resolution adopted by the Town Board of the Town of Rye, at a meeting held on March 17, 2015 at which time a quorum was present, and that the same is a true and correct transcript of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town of Rye, New York, on this 18th day March, 2015.


Hope B. Vespia
Town Clerk



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Police Department

BOT Meeting Date: 3/30/2015

Item Type: Resolution

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

Description	Yes	No	Description	Yes	No
Fiscal Impact	x	<input type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	x
Funding Source: DEA Asset Forfeiture Account #:001.00001.695			BID #		
			Strategic Plan Priority Area		
			Public Safety		
	Yes	No	Manager Priorities		
Agreement	x		Emergency Preparedness		
Strategic Plan Related	x				

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

To transfer \$4,901.00 from the DEA Asset Forfeiture Account to the equipment account for the purchase of (1) Patrol PC car mounted computer

Summary

Background: The Department is seeking to purchase a Patrol PC computer in order to equip car 54 (new Ford Explorer)

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

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RESOLUTION
BUDGET AMENDMENT – DEA FUNDS TO PURCHASE
PATROL PC MOUNTED COMPUTER FOR CAR 54

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 one (1) Patrol PC car mounted computer for car 54 (new Ford Explorer) for a total cost of \$4,901 from Patrol PC, 344 John L Dietsch Blvd., Unit 2, North Attleboro, MA 02763, NYS contract PT60949. 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	\$(4,901.00)
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Revenues:

001-0001-2613	Use of Deferred DEA Revenue	\$4,901.00
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Appropriations:

001-3120-0200	Police Service Equipment	\$4,901.00
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Village of Port Chester Budget Transfer Form

Department: Police Department

Date: 3-24-15

	FROM ACCOUNT	TO ACCOUNT	AMOUNT
Account	001-1320-0406	001-1320-0200	Example
Description	Office Supplies	Equipment	500.00
Account	001-0001-0695	001-0001-0200	
Description	DEA Asset Forfeiture	Equipment	4901.00
Account			
Description			
Account			
Description			
Account			
Description			
Account			
Description			
Account			
Description			
Account			
Description			
Account			
Description			

Department Head Approval _____

Village Manager Approval _____

VILLAGE OF PORT CHESTER

PURCHASE ORDER FORM

03/24/15
DATE

Ship To:

Village of Port Chester PD
350 North Main Street
Port Chester, NY 10573

000433
VENDOR NUMBER

VOUCHER NUMBER

Advanced Electronic Designs
Patrol PC
344 John L Dietsch Blvd., Unit 2
North Attleboro, MA 02763
VENDOR NAME & ADDRESS

APPROPRIATION	AMOUNT
001.3120.0200	4901.00

\$ 4901.00
AMOUNT

Quotes Attached

The Village of Port Chester will not honor any purchase order unless signed by the Department Head, authorized by the TREASURER'S OFFICE, and assigned a PURCHASE ORDER NUMBER PRIOR TO RECEIVING ANY GOODS OR SERVICE.

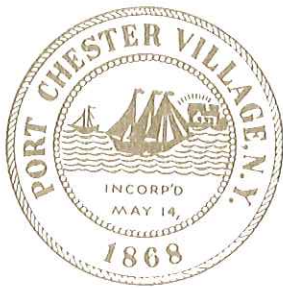
NYS Contract Westchester County # _____

QUANTITY	DESCRIPTION OF PURCHASE	PRICE
	Purchase of one (1) Patrol PC car mounted computer for car 54 (new Ford Explorer)	4901.00


DEPARTMENT HEAD'S SIGNATURE

VILLAGE MANAGER'S SIGNATURE

PURCHASE ORDER NUMBER
TREASURER'S OFFICE



VILLAGE OF PORT CHESTER

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



Richard F. Conway
Chief of Police

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

To: Leonie Douglas, Village Treasurer
From: Richard Conway, Chief of Police
Re: Transfer of Funds
Date: March 24, 2015

Please be advised I authorize the transfer of \$4901.00 from the DEA Asset Forfeiture Account Number 001-0001-0695 to the Equipment, Appropriation Number 001-3120-0200 for payment for the following:

Patrol PC, 344 John L Dietsch Blvd., Unit 2, North Attleboro, MA 02763

Purchase of Patrol PC car mounted computer in Car 54 (new Ford Explorer).
Refer to attached quote.



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

AGENDA MEMO

Department: Police Department

BOT Meeting Date: 3/30/2015

Item Type: Resolution

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

Description	Yes	No	Description	Yes	No
Fiscal Impact	x	<input type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	x
Funding Source: DEA Asset Forfeiture Account #:001.00001.695			BID #		
			Strategic Plan Priority Area		
			Public Safety		
			Manager Priorities		
			Emergency Preparedness		
Agreement	x				
Strategic Plan Related	x				

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

To transfer \$4,901.00 from the DEA Asset Forfeiture Account to the equipment account for the purchase of (1) Patrol PC car mounted computer

Summary

Background: The Department is seeking to purchase a Patrol PC computer in order to equip car 54 (new Ford Explorer)

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments





MADE IN USA
www.PatrolPC.com

000433

Quote

Date: 3/4/2015

Expiration : 4/3/2015

To: Port Chester, NY PD
350 N Main St Port Chester, NY 10573
Attn: Steve Barbara

Rep	Job	Shipping Method	Shipping Terms	Date	Terms	Due Date
Ryan G		UPS	FOB North Attleboro		Net 30 Days	

Qty	Item #	Description	Unit Price	Line Total
1	PPC-RT12I-G3-V-FM-06	PatrolPC Core i Value Intel Generation 3 FIXED MOUNT COMPUTER featuring Portscape™ mounting - (12.1" Sunlight Readable Display - Approximately 1200NITS, Ultra Armour Glass-On-Glass Touch Screen, 2.4 GHz Core i3 2 core, removable 500 GB HD, 4 GB DDR3-1600 RAM, No OS, 1 10/100/1G Ethernet, 7 USB 2.0, HDMI, 2 Mini-PCIe half card slots, Ambient Light Sensor, 10 AMP xx FI Fused Power Cable, 3yr Warranty)	\$ 3,545.00	\$ 3,545.00
Add-ons / Upgrade				
1	PPC-W-7P32	Windows 7 Pro 32 bit w/Win 7 Pro license key	\$ 209.00	\$ 209.00
1	PPC-ISCAN	Internal 2D Law Enforcement Imaging Scanner	\$ 353.00	\$ 353.00
1	PPC-5502-make-yr	Pedestal mounting system for make year police vehicle (TM-5502/DH-PPC)	\$ 540.00	\$ 540.00
1	PPC-SB-KB	Rugged Backlit Keyboard - TG3 KBA-BLT-5RBUVS 82 Key Backlit Red Illuminated Keyboard with Touchpad - 1 year manufacturers warantee	\$ 254.00	\$ 254.00

Quotation prepared by:Tasha Lusardi

Total Discount

Unpaid balances accrue 1.5% interest per month



Subtotal	\$ 4,901.00
Shipping Cost	\$ 38.00
Total	\$ 4,939.00

Thank you for your business!

344 John L Dietsch Blvd, Unit #2, North Attleboro, MA 02763 508-699-0458 FAX:508-699-2531



Patrol PC Sole Source Letter

Advanced Electronic Design, Inc.

344 John Dietsch Blvd

North Attleboro, MA 02763

Patrol PC is a sole-source provider of ultra-rugged, advanced mobile data terminals/computers (MDT's/MDC's) that are optimized for use and mounting in Police, Fire and EMS vehicles. Our computers are designed, manufactured and assembled on our premises in North Attleboro, Massachusetts.

Our company produces computers that are "purpose-built" to support the unique mission and duties of mobile Police, Fire and EMS work. We do not build computers for the general public or for other industries. As a result, we offer unique value, and many of the design, performance and support characteristics built into our computers are not available anywhere else in the marketplace. These characteristics differentiate us from all other computer companies selling to Police, Fire and EMS agencies.

They include:

1. All-In-One Design & Compact Size

Patrol PC tablet computers are a single-piece, all-in-one, fully self-contained, compact, portable device with no external moving parts, and no components in the glove box or trunk. This eliminates the need for a docking station, minimizes space consumed in the vehicle cockpit, and reduces the time it takes to install or remove our tablet. The compact size helps to minimize automobile airbag interference issues using a variety of flexible mounting options in the vehicle cockpit.

2. Uniquely Customizable to Your Mission

Patrol PC computers are built to order to your specifications at our US factory. We offer over (100) configurable options. This gives us the unique ability to build a computer for your agency that is optimized to your exact requirements, meeting your goals for technology, performance, support, ease-of-use, ergonomics, safety and budget.

3. Greatest Expandability in the Industry

Today's in-car computers are required to be the command center for multiple devices and applications. As computer size is reduced, expandability is compromised. Patrol PC tablets are designed for industry-leading maximum expandability while consuming the least amount of space. Patrol PC tablets can be configured with up to (16) GB of RAM, (1) TB hard drive, (9) USB ports, (3) Ethernet ports, and internal or external 3G and 4G cellular modems.

4. Ultra-Ruggedness/Durability/Cost of Ownership

Patrol PC computers are housed in a full-metal, virtually indestructible case to protect all internal components. In addition, our touch-screen displays are protected by two panes of "Ultra-Armor" glass, which is resistant to scratches and screen damage. This allows you to extend the useful life of your computer investment well beyond the typical 3-4 years seen in the industry, thus reducing your total cost of ownership over time. Patrol PC computers optionally ship with solid state hard drives for maximum reliability and shock resistance.

5. Power & Charge Guard

Patrol PC computers run from the 12VDC vehicle power, and have a built-in charge guard device, eliminating the need for any external power adapter or external charge guard device.

6. Fan-Less Operation and Temperature Performance Ranges

Patrol PC computers are designed to minimize heat and do not utilize internal fans, extending the computer life. The entire frame is a heat-sink. This provides low operating noise, and minimizes dirt/dust contamination inside the computer. The computer has heaters for cold-weather use. Operating temperature is -13F to +149F.

7. Custom-Designed, Low Power, High Efficiency 1200 NITS LED Back-Lit Display

Maintains low heat, fan-less capability while retaining high-performance and reliability.

8. Ease of Use - Slider-Adjustable Ultra-Bright Adjustable Sunlight Viewable Display

The Patrol PC slider-adjustable display allows operators to quickly modify screen brightness and intensity from full daylight viewable at noontime to barely on at night. The computer also contains an optional ambient light sensor that will auto-adjust screen brightness for the end-user.

9. Ease of Use – Auto-Touch Programmable Buttons

Patrol PC's (4) programmable buttons allow agencies to pre-set any standard computer functions such as "Connect to Network", "Report-Writer", "LPR", "Video", "eCitation", or any other computer commands. This minimizes training and support issues, and allows new officers to become productive immediately. These commands can then be protected with a password, allowing IT and Fleet managers to lock down their computer image.

10. Protected Cable Pocket

Patrol PC tablets are designed with a protected pocket within the metal frame that allows all of the cables and connectors to be completely enclosed and tied down, removing the cables from the front or side of the computer (or dock), and minimizing the potential for intentional or accidental damage.

11. Space Utilization & Safety - Customized In-Dash Mounting

Patrol PC has partnered with Hint Peripherals to design an in-dash mount that minimizes mounting hardware and consumes minimal cockpit space. This is done with no cutting into the dashboard and minimizes vehicle airbag interference or voiding the factory warranty.

12. Built-In 2D e-Citation License Scanner

Patrol PC offers an optional TRACS compatible 2D driver's license scanner built into the frame of our tablet, which protects it from damage and eliminates the need for an external device connected with a USB cable.

13. Built-in Biometric Fingerprint Authentication

Patrol PC offers an optional fingerprint scanner built into the frame of our tablet, which protects it from damage and eliminates the need for an external device to authenticate for access to secure remote databases. This also satisfies the coming CJIS requirement for two forms of login authentication (password and another form).

14. Future Upgradeable Technology

Most computers become damaged or obsolete in a few years after they are purchased, or they may simply become under-powered and not able to run new applications. All internal components, including the motherboard, of Patrol PC tablets are fully upgradeable into the future, allowing any agency to extend the useful and productive life of your computers, eliminating the need to buy new computers as often as is done today, which significantly reduces your total cost of ownership over time.

15. Emerging New Technology Integration Capabilities

The sovereign control that Patrol PC exercises over its engineering and manufacturing operations allows us to quickly incorporate new and emerging technologies like mobile digital forensics, seamlessly and without the delays inherent in typical industry mass-production manufacturing models.

16. US Direct-to-Factory Product Support

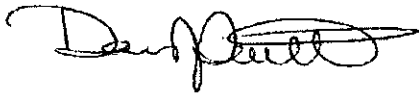
We take great pride in the fact that our facility in Massachusetts services all of the products that we manufacture. Your support call is answered by a live, full-time Patrol PC employee at the factory, and that person is in the same building with the person who designed your computer, and with the person who built it. This gives us the ability to quickly diagnose problems, and repair or replace any product within 24-48 hours.

17. Extended 7-Year Cover-to-Cover Product Warranty

Patrol PC tablet computers come with a 3-year standard parts and labor warranty, are so well designed and rugged that we are the only manufacturer of our type to offer an extended full parts and labor warranty for up to (7) years from date of purchase.

Thank you for your consideration of Patrol PC products for your agency, and feel free to contact me if you have any questions/issues.

Best Regards,

A handwritten signature in black ink, appearing to read "David Swithers", with a long horizontal flourish extending to the right.

David J. Swithers
President
Patrol PC
A division of Advanced Electronic Design, Inc.
344 John Dietsch Blvd.
North Attleboro, MA 02763
508-699-0458



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Choose a Department

BOT Meeting Date: 3/30/2015

Item Type: Resolution

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

Description	Yes	No	Description	Yes	No
Fiscal Impact	x	<input type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	x
Funding Source: DEA Funds Account #: 001.00001.695			BID #		
			Strategic Plan Priority Area		
			Public Safety		
Agreement	x	<input type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	x	Emergency Preparedness		

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

Transfer \$4,374.80 from the DEA Asset Forfeiture Account to the equipment account for the purchase of 10, 1 phone 6 128 gb phones for use by the Detective Bureau

Summary

Background: The present phones in use by the Detective Bureau are not adequate in terms of storage capacity to handle the data storage needs of our investigative staff

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

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RESOLUTION
BUDGET AMENDMENT – DEA FUNDS TO PURCHASE
TEN IPHONE6 FOR DETECTIVE BUREAU

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 TEN (10) Iphone6 128gb for use by the Detective Bureau for a total cost of \$4,374.80 from Verizon Wireless, Government Account, 355 North Central Avenue, Hartsdale, NY 10530, WSCA Master Service Agreement #1907. 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	\$(4,374.80)
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Revenues:

001-0001-2613	Use of Deferred DEA Revenue	\$4,374.80
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Appropriations:

001-3120-0200	Police Service Equipment	\$4,374.80
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Prepared by	Mark Garbett	
Mobile Number:	(914) 506-9218	
Email Address:	mark.garbett@verizonwireless.com	
Today's Date	2/25/15	
Valid Until	3/24/15	

Wireless Service Quote For:

County of Westchester

Voice/Data Calling Plans

Plan	Qty	Discounted Monthly Access Per line	Minutes Per Line	Shared Minutes Total	Features						Sub Total
					Domestic Long Distance Roaming	International Roaming	Verizon Mobile to Mobile	Nights and Weekends	Text, Picture, Video	Email and Web	
Nationwide Email for Government 400 Minutes	10	\$49.35	400	4,000	Included	na	Unlimited	Unlimited	Unlimited	Unlimited	\$493.50
Total	10	Total Account Cell Minutes		4,000							\$493.50

Optional Services and Features

Product	Qty	Discounted Monthly Access	Description	Total
	0	\$0.00	na	\$0.00
Total	0			\$0.00

VOICE/DATA PLAN WITH OPTIONAL SERVICES AND FEATURES MONTHLY TOTAL:

\$493.50

Hardware Pricing

Product	Qty	Description	Price	Total
Iphone 6 128 GB	10	Apple Smartphone	\$399.99	\$3,999.90
Total	10			\$3,999.90

Accessories

Product	Qty	Description	Discounted Price	Total
Otterbox Defender Series w/Clip	10	Case for Iphone	\$37.49	\$374.90
	0			\$0.00
Total	10			\$374.90

EQUIPMENT AND ACCESSORY TOTAL

\$4,374.80

*NOTE: If business share plans are changed anytime from the day of activation prior to receiving BIC (Bill Incentive Credit) customer may not be entitled to the bill incentive credit that is being offered. Credit applied after 90-days of service through My Business Account Online.

Why Verizon Wireless:

Verizon Wireless offers the best customer experience in the wireless industry:

- > We rank #1 in customer loyalty.
- > We provide America's Largest and Most Reliable Wireless Voice and 3G Network.
- > We offer America's Largest Mobile to Mobile Calling Family, with over 80 million customers.
- > Nearly \$45 billion invested in the national network — that's an average of \$5.5 billion per year
- > Push To Talk - Instant Communication on America's Largest 3G network
- > Enterprise Contact Manager - Over the air Push To Talk contact management
- > Ability to manage your account on-line with My Business
- > We offer Friends & Family, giving you unlimited calling to the numbers that matter most to you.
- > Our Worry Free Guarantee gives you peace of mind.
- > We're not 100% satisfied unless you are.

*Our Surcharges (incl. Fed. Univ. Svc. of 11% of interstate & int'l telecom charges (varies quarterly), 7% Regulatory & 70% Administrative/line/mo., & others by area) are not taxes (details: 1-888-684-1888); gov't taxes & our surcharges could add 4% - 34% to your bill. Activation fee/line: \$35 (\$25 for secondary Family SharePlan lines w/ 2 yr Agmts) Up to \$175 early termination fee. Offers & coverage, varying by service, not available everywhere. \$0.85 per mobile number (excluding BroadbandAccess and NationalAccess plans) and \$0.06 per mobile number for BroadbandAccess and NationalAccess plan may apply. Network details & coverage maps at vzw.com. © 2008 Verizon Wireless IMPORTANT CONSUMER INFORMATION: Prices referenced in this document are for estimating purposes only. Actual prices will be based on current equipment, calling plan and feature charges available at the time of purchase and are subject to change without notice. Pricing and discounts described herein are available to business customers signing a Major Account Agreement and maintaining a minimum of 5 lines, on calling plans with a minimum monthly access fee of \$34.99, under the business name.

Equipment is subject to availability. All services are subject to the Major Account Agreement and calling plan selected for each line of service – your sales rep can provide you with a calling plan brochure. RESELLING OF VERIZON WIRELESS SERVICES IS PROHIBITED. No changes can be made to this document.



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Office of the Village Manager

Village BOT Meeting Date: April 6, 2015

Item Type: Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact	x		Public Hearing Required		x
Funding Source:			BID #15-01		x
Account #:			Strategic Plan Priority Area Choose a Strategic Plan Area		
Agreement	x		Manager Priorities Choose a Manager Priority		
Strategic Plan Related		x			

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

Heading Title
(Will appear as indicated below on Agenda)

Award of Bid # 15-01 2015 Sanitary Sewer Lining and Manhole Rehabilitation

Summary

This contract will rehabilitate aging and leaking sanitary sewers using Cured in Place Pipe lining technology.

Work will be performed on the following streets:

Haines Blvd (east side) , West Glen (Betsy Brown Rd to Sycamore), Glen Avenue (North Regent to Clark Place), Easement between Sycamore and North Regent), Westchester Ave (Washington St to North Main St), Midland Ave (Village Line to Grace Church St), Rollhaus Place, Orchard Ave.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Agreement

AWARDING BID FOR 2015 SANITARY SEWER LINING AND MANHOLE
REHABILITATION

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

WHEREAS, the Village of Port Chester has advertised for bids for 2015 Sanitary Sewer Lining and Manhole Rehabilitation (Bid No. 2015-01); 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 Kenyon Pipeline Inspection LLC, Queensbury, New York 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 2015 Sanitary Sewer Lining and manhole Rehabilitation to Kenyon Pipeline Inspection LLC, 22 Helen Drive, Queensbury, New York 12804, in the amount of \$797,575.00; 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 the Sewer Improvement Project 5.8120.400.2013.132 in the Capital Fund.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

Dolph Rotfeld Engineering, P.C.

CONSULTANTS & DESIGNERS

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

April 1, 2015

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

RE: 2015 Sanitary Sewer Lining and Manhole Rehabilitation
Bid No. 15-01
Port Chester, New York

Dear Mr. Steers:

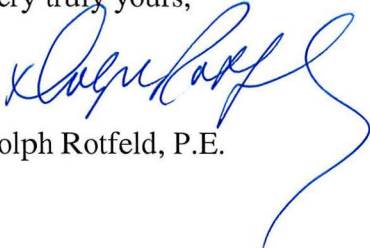
On Monday March 31, 2015 five bids were received for the above referenced project. The apparent low bidder was Kenyon Pipeline Inspection LLC of Queensbury, NY with a Total Bid Price of \$797,575.00.

This office has checked the municipal references provided by Kenyon Pipeline Inspection LLC (Kenyon) and has found that their work is satisfactory.

We recommend that the contract be awarded to Kenyon by the Board of Trustees at the April 6th 2015 meeting. It is important that the work be started as soon as possible to remove pollution from nearby storm drains.

Please advise us of your decision so we can schedule a meeting with the Kenyon regarding contract signing, insurance policies and a tentative work schedule.

Very truly yours,



Dolph Rotfeld, P.E.

C: A. Cerreto, Village Attorney
J. Richards, Village Clerk

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

BID #15-01

BID FOR:	2015 SANITARY SEWER LINING AND MANHOLE REHABILITATION		
BID OPENING DATE:	March 30, 2015	TIME:	10:00 AM
BID PUBLICATION DATE:	March 13, 2015		
SPECIFICATIONS AVAILABLE:	March 16, 2015		

Please Print Name and Address

BIDDER:	<i>Allstate Power Vac</i>		
ADDRESS:	<i>928 E. Hazelwood Avenue</i>		
ADDRESS:			
CITY:	<i>Rahway</i>	STATE:	<i>NJ</i>
		CITY:	<i>07065</i>
E-MAIL:	Tony.lopez@usecology.com		
PHONE #:	<i>732-815-0220</i>	FAX #:	<i>732-388-4744</i>
AMOUNT:	<i>1,111,825.00</i>		

Please Print Name and Address

BIDDER:	<i>EN TECH Corp</i>		
ADDRESS:	<i>91 Ruckman Road</i>		
ADDRESS:	<i>2nd copy mailed to Largo FL</i>		
CITY:	<i>Closter</i>	STATE:	<i>NJ</i>
		ZIP CODE:	<i>07624</i>
E-MAIL:	ncamali@en-techcorp.com		
PHONE #:	<i>201-784-1034</i>	FAX #:	<i>201-784-0855</i>
AMOUNT:	<i>971,362.50</i>		

Please Print Name and Address

BIDDER:	<i>Kenyon Pipeline Inspection</i>		
ADDRESS:	<i>22 Helen Drive</i>		
ADDRESS:			
CITY:	<i>Queensbury</i>	STATE:	<i>NY</i>
		ZIP CODE:	<i>12804</i>
E-MAIL:	rick@kpisewer.com		
PHONE #:	<i>518-361-9943</i>	FAX #:	<i>518-348-3040</i>
AMOUNT:	<i>797,575.00</i>		

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

Please Print Name and Address	
BIDDER: <i>Green Mountain Pipeline Services</i>	
ADDRESS: <i>1 Bullock Road</i>	
ADDRESS:	
CITY: <i>Slingerlands</i>	STATE: <i>NY</i> ZIP CODE: <i>12159</i>
E-MAIL: tim@greebnmountainpipe.com	
PHONE #: <i>518-475-0050</i>	FAX #: <i>518-475-0061</i>
AMOUNT: <i>804,975.00</i>	

Please Print Name and Address	
BIDDER: <i>Arold Construction Co. Inc</i>	
ADDRESS: <i>51 Powder Mill Bridge Road</i>	
ADDRESS:	
CITY: <i>Kingston</i>	STATE: <i>NY</i> ZIP CODE: <i>12401</i>
E-MAIL: jarold@arolcompanies.com	
PHONE #: <i>845-336-8753</i>	FAX #: <i>845-336-8245</i>
AMOUNT: <i>947,300.00</i>	

Please Print Name and Address	
BIDDER:	
ADDRESS:	
ADDRESS:	
CITY:	STATE: ZIP CODE:
E-MAIL:	
PHONE #:	FAX #:
AMOUNT:	

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:		Jason Kenyon
Other:		Bob Lashumy
Other:		Stephen Faggere



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Office of the Village Manager

Village BOT Meeting Date:
 April 6, 2015
Item Type: Resolution

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

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

Heading Title
(Will appear as indicated below on Agenda)

AUTHORIZING EXECUTION OF INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF RYE BROOK WITH REGARD TO THE CONNECTION/USE OF THE PORT CHESTER SANITARY SEWER SYSTEM

Summary

Background:

Pursuant to General Municipal Law, Article 14-F, the Village of Port Chester has established a system of user fees, or sewer rents, to fund the operation, maintenance, construction and reconstruction of the Village's sanitary sewer system. There are properties in Rye Brook that are connected to and ultimately use Port Chester's sanitary sewer system. There are also properties in Port Chester that are connected to and ultimately use Rye Brook's sanitary sewer system. As continued evidence of inter-municipal cooperation between Port Chester and Rye Brook, the villages have been in

discussions with the intention of entering into an inter-municipal agreement to resolve issues that have arisen since Port Chester's imposition of sewer rents on outside users within Rye Brook.

The resolution authorizes the Village Manager to execute the inter-municipal agreement with the Village of Rye Brook.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

E-mail from Chris Bradbury to Chris Steers

IMA will be provided electronically over the weekend

AUTHORIZING INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF RYE
BROOK WITH REGARD TO THE CONNECTION/USE OF THE PORT CHESTER
SANITARY SEWER SYSTEM

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, pursuant to General Municipal Law, Article 14-F, the Village of Port Chester has established a system of user fees, or sewer rents, to fund the operation, maintenance, construction and reconstruction of the Village's sanitary sewer system; and

WHEREAS, there are certain properties in Rye Brook that are connected to and ultimately use Port Chester's sanitary sewer system; and

WHEREAS, there are certain properties in Port Chester that are connected to and ultimately use Rye Brook's sanitary sewer system; and

WHEREAS, the parties desire to enter into an inter-municipal agreement to resolve issues that have arisen since Port Chester's imposition of sewer rents on outside users within Rye Brook. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby authorizes the Village Manager to execute an Inter-Municipal Agreement with the Village of Rye Brook as in the form annexed with regard to its connection/use of Port Chester's sanitary sewer system.

- Rye Brook to make payment of \$125/lot on an annual basis
- Reimbursement to Rye Brook property owners for monies collected since June 1, 2014 for Port Chester FY 2014-2015.
- Term of 5 years

APPROVED AS TO FORM:

Anthony M. Cerreto, Village Attorney

From: Steers, Christopher
Sent: Thursday, April 2, 2015 11:37 AM
To: Cerreto, Tony
Subject: FW: Sewer ima

Christopher D. Steers, MPA, CFM
Village Manager
222 Grace Church Street
Port Chester, NY 10573
Phone (914) 939-2200
Fax (914) 937-3169
[REDACTED]

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From: Christopher Bradbury [REDACTED]
Sent: Monday, March 23, 2015 1:54 PM
To: Steers, Christopher
Cc: Sarah Bledsoe
Subject: RE: Sewer ima

Hi Chris-

We have a Village Board meeting tomorrow evening. I have been asked if the Port Chester Village Board has accepted the counter-proposal below.

Chris B.

From: Christopher Bradbury
Sent: Wednesday, March 11, 2015 4:41 PM
To: Christopher Steers
Cc: Mayor Paul S. Rosenberg; Sarah Bledsoe; Ed Beane
Subject: RE: Sewer ima

Hi Chris-

CONFIDENTIAL- Revised proposal:

As we discussed earlier today, last evening the Village Board discussed Port Chester's latest counter-proposal below for the sewer pass-thru IMA:

[Latest Port Chester Proposed Outline of an IMA \(03/10/15\):](#)

- Starting June 1, 2014, the Village of Rye Brook would make an annual payment of \$125/lot/year for Rye Brook properties whose sewerage ultimately flows through the Port Chester mains. Approximately 304 properties (lots) have been identified. Similarly, if during the term of the agreement it is determined that any Port Chester lots ultimately flow through the Rye Brook mains, the total number of lots would be reduced by that figure.
- The \$125/lot/year rate would be in effect for a five year agreement, although Port Chester expressed some support for a longer term (7-10 years?).
- Port Chester would reimburse the Rye Brook residents any funds collected for this purpose since June 1, 2014. No funds would be returned to Rye Brook residents for funds collected prior to June 1, 2014.
- It was also agreed that while the IMA is being negotiated, no letters or other notifications will be sent to Rye Brook residents by Port Chester (or their agent) indicating that litigation or tax liens may result due to their non-payment.

The Village of Rye Brook Village Board has discussed the above proposal and makes the following counter-proposal:

Rye Brook Proposed Outline of an IMA (03/11/15):

- Starting June 1, 2014, the Village of Rye Brook would make an annual payment of \$125/lot/year for Rye Brook properties whose sewerage ultimately flows through the Port Chester mains. Approximately 304 properties (lots) have been identified. Similarly, if during the term of the agreement it is determined that any Port Chester lots ultimately flow through the Rye Brook mains, the total number of lots would be reduced by that figure.
- The \$125/lot/year rate would be in effect for a five year agreement, although Rye Brook is also supportive of a longer term (7-10 years?).
- Port Chester would reimburse the Rye Brook residents any funds collected for this purpose since June 1, 2014. Rye Brook makes no acknowledgement or agreement that it was okay to bill the Rye Brook residents directly, but it is understood that no funds would be returned to Rye Brook residents by Port Chester for funds collected prior to June 1, 2014.
- Port Chester agrees that they will not seek any further payments for Rye Brook properties that did not pay prior to June 1, 2014.
- While the IMA is being negotiated and drafted, no letters or other notifications will be sent to Rye Brook residents by Port Chester (or their agent) indicating that litigation or tax liens may result due to their non-payment.

Please advise if the above counter-proposal is acceptable and we can have one of our attorneys draft the IMA for review by both our Village Boards.

Take care,
Chris Bradbury

CORRESPONDENCE

Richards, Janusz R

From: Joseph Kenner [REDACTED]
Sent: Wednesday, March 18, 2015 11:45 PM
To: Pagano, Neil (Mayor); Neil Pagano; Richards, Janusz R
Subject: Resignation - Port Chester Industrial Development Agency and Local Development Corporation

Mr. Mayor and Dr. Clerk,

Effective immediately, I will be resigning as a member of the Port Chester Industrial Development Agency and Port Chester Local Development Corporation.

It has been my pleasure to serve the people of Port Chester.

I want to thank you for the opportunity.

Sincerely,

Joseph D. Kenner



**PORT CHESTER – RYE BROOK – TOWN OF RYE
INDEPENDENCE DAY COMMITTEE
P.O.B. 1134 Port Chester, NY 10573**

Chairman
Hope Klein

March 27, 2015

Dear Mayor and Board of Trustees,

In honor of our great nation, the Port Chester – Rye Brook – Town of Rye Independence Day Observance committee will present a gala evening on awards, entertainment, and fireworks on Saturday, July 4th, 2015. This event will take place at the Port Chester High School's Ryan Stadium starting at 7:30 pm.

We are proud in saying that this will be the 68th consecutive year for this special event, a celebration that enjoys a fine reputation throughout the community and the surrounding area. The evening sky will be ablaze with a dazzling fireworks display, presented by the world-renowned Grucci family.

The cost of this event has always been defrayed by the generosity of the public and our local businesses. We would very much appreciate your support in making this another successful year. Once again, we ask for your assistance in making a contribution towards the expense of this program.

Please consider a donation of \$5500.00 to our special event.

Donors will be listed on the program. Please make your check payable to: **Independence Day Observance Committee**, and mail your donations to **P.O. Box 1134 Port Chester, New York 10573**.

Thank you for your continued support and please accept this personal invitation to attend this fantastic event. Thank you in advance and we hope to see you on the 4th.

Sincerely,
Hope Klein, Chairman
914-473-8009

MINUTES

MEETING HELD MARCH 16, 2015

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, March 16, 2015, in the Court Room of the Police Headquarters Building, 350 North Main Street, Port Chester, New York, with Mayor Neil Pagano presiding.

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

It should be noted that Trustee Kenner arrived at 6:11 p.m.

Also present were: Village Clerk, Janusz R. Richards; Village Manager, Christopher Steers; Village Attorney, Anthony Cerreto; Village Treasurer, Leonie Douglas (arrived at 7:00 p.m.); Chief of Police, Richard Conway; Director of Planning and Development Christopher Gomez (arrived at 7:00 p.m.); Village Engineer, Dolph Rotfeld (arrived at 7:00 p.m.) and Christopher Ameigh Administrative Aide to the Village Manager.

On motion of TRUSTEE TERENZI, seconded by TRUSTEE BRAKEWOOD the meeting was declared opened at 6:02 p.m.

ROLL CALL

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

NOES: None.

ABSENT: Trustee Kenner.

DATE: March 16, 2015

MOTION FOR EXECUTIVE SESSION

Executive Session #1

Rye Brook IMA Sewer Rent.

Executive Session #2

Rye Town Dissolution.

Executive Session #3

Consultation with Village Attorney regarding career fire fighters and the Port Chester Fire Department.

Executive Session #4

Consultation with Chief of Police and Village Attorney regarding a particular person in the Police Department.

At 6:02 p.m., on motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE CECCARELLI, the Board adjourned into an executive session regarding:

Rye Brook IMA Sewer Rent.

Rye Town Dissolution.

Consultation with Village Attorney regarding career fire fighters and the Port Chester Fire Department.

Consultation with Chief of Police and Village Attorney regarding a particular person in the Police Department.

ROLL CALL

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

NOES: None.

ABSENT: Trustee Kenner.

DATE: March 16, 2015

Also present were: Village Clerk, Janusz R. Richards; Village Manager, Christopher Steers; 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 7:00 p.m., a motion to come out of executive session was made by TRUSTEE CECCARELLI, seconded by TRUSTEE MARINO, the Board of Trustees closed the executive session.

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015.

AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION

RE:

The following Public Notices were duly published in the Journal News and the Westmore News on February 13, 2015 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 hereby schedules a public hearing on Monday, March 2, 2015 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 amending the Code of the Village of Port Chester with a new chapter, Chapter 302, Towing and Booting, that would establish licensing requirements on those who wish to boot or tow motor vehicles from private property in the Village of Port Chester.

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: February 13, 2015

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

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE MARINO, the public hearing was declared re-open.

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015

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:

Public Comments at the Public Hearing on Booting and Towing:

Ms. Goldie Solomon asked that the Board explain Chapter 302, Towing and Booting. Mayor Pagano commented this is a law that is being proposed to regulate how vehicles are towed any towing company should comply with the rules we are setting. Nobody is going to have an exclusive. If a property owner wants to hire a company it will depend on what towing company has the contract for that particular lot. This is within private lots throughout the Village. If a car is parked in a private parking lot, that isn't authorized to park there, if they are in violation they will be towed or booted.

Steve Schenarts commented he did not appreciate being called a predator. You are proposing a 4 x 4 sign. The present sign is much smaller and is sufficient. People don't care and say they don't pay attention. B) - The owner of the property should not have to be available in order to boot the

car; this is not fair to the property owners. C) - Vin numbers cannot be recorded because you cannot see them. Recorded presently are the make, the model and the plate number and state. L. Should not be forced to accept credit cards. Checks and credit cards can be stopped and who is going to help the towing company to get that money? Mayor Pagano commented that once the vendor (towing company) gets the card authorization you get paid. Steve commented this can be disputed. Trustee Brakewood asked what percentage of the time do people have the cash on them. Steve commented that 85 to 90 percent of the time people have the cash on them. Regarding window stickers, the Board is proposing 8-1/2 x 11. We currently use a 4 1/2 x 9 inch, which is used throughout Westchester County.

Ms. Solomon commented that Port Chester is a diverse community. We have a lot of people who don't speak or read English.

Andrew Williams of Avalon Towing commented that the Board came up with a law on your own instead of sitting down with towing companies to come up with something reasonable. You have some laws similar to New Rochelle, who is being sued. You are looking at being sued right away. If you want to change the laws, sit down with us and work it out.

Mark Clanson, owner of 24-Hour Towing in Port Chester, commented on rules and regulations are in place. But they have to be fair. As far as signage, the signs required are 11 x 18. We made them 18 x 24, listing the company, phone number and instructions. In some lots they are 30 x 36 because people said they couldn't see. The signs are there. If you are not using the establishment, do not park there. As long as you are a legitimate business with a license and insurance you should be allowed to operate. Trustee Terenzi commented that the operators at the meeting tonight are legitimate operators and know their business. However, there have been instances where people are spotting where the owner gets a piece, the spotter gets a piece, and that is what we are trying to avoid. Mayor Pagano asked Mark to write out his issues. We are trying to pull this together by what we hear from the tow truck operators. Mark commented that Westchester County law does not require a call in unless they are towing a vehicle away. We extend the courtesy to the Port Chester police because they have asked us to call it in. Village Attorney Cerreto commented he will be glad to sit down with any tow truck operators between now and April 6th.

Mr. Williams commented he has Walgreen's lot. That is used by people doing business with other retailers in the area. It is not fair to use this lot to do business with other retailers. You can't build your business off someone else's property. Mr. Clanson commented he had a similar problem in the Kohl's lot. Mr. Schenarts commented we have to report every night on the 302. He already calls in every car that is booted. This is a redundant task.

Tom Bailey of the Capitol Theater commented that the purpose of this law is for unscrupulous booting and towing. The main thing is to make sure that the people who are doing the booting and towing are doing it in the proper manner. The towing companies here today have made a strong case. One position that is key is that the owner, agent or manager of the property be present at the time of the towing. Multiple times I have seen someone sit at the entrance to a parking lot and have the cars towed by an unscrupulous towing company. That is what I would like to prevent and that is why I support this.

Mayor Pagano commented that all comments made at this public hearing will be taken into consideration by the Village Attorney. This public hearing will be adjourned until the April 6th meeting.

Village Attorney Cerreto commented he appreciated the towing operators coming before the Board and he encouraged them to meet with him before April 6th.

On motion of TRUSTEE KENNER, seconded by TRUSTEE MARINO the public hearing was adjourned to the April 6, 2015 meeting.

ROLL CALL

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

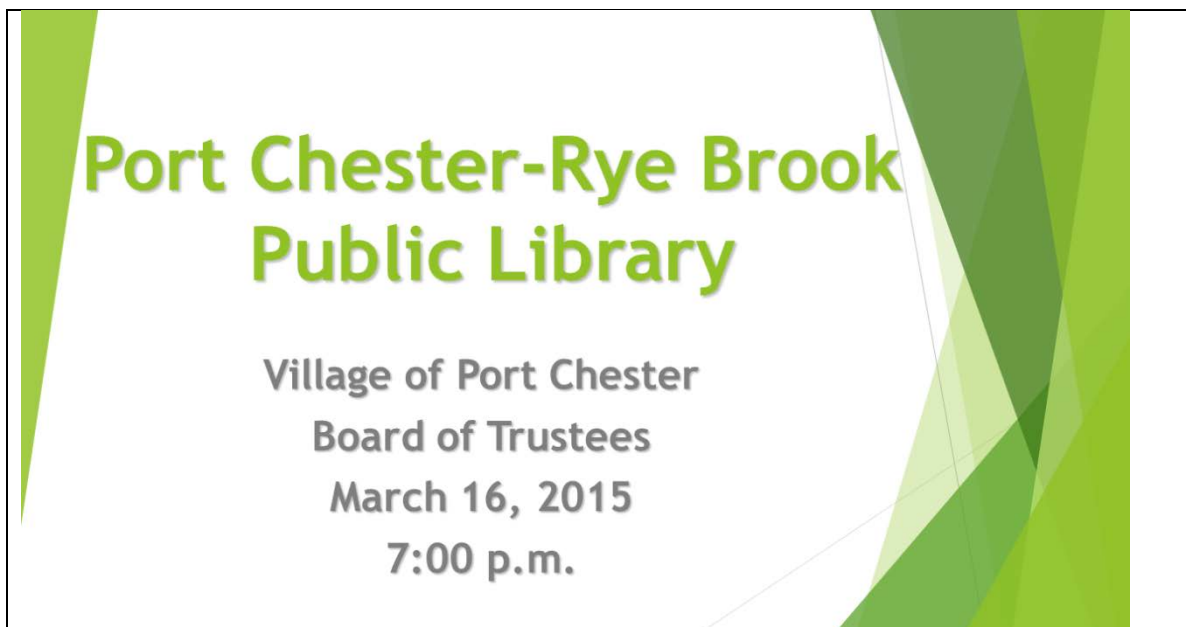
NOES: None.

ABSENT: None.

DATE: March 16, 2015

PRESENTATION (Taken out of order)

Library Budget



Proposed Budget...

- ▶ Our request: 2% increase
 - ▶ \$18,463.00 increase to \$938,143.00
- ▶ Achievable through cuts in service
 - ▶ Closed Tuesday evenings, July & August
 - ▶ Reduced by 50% Library Materials & Programs
 - ▶ Some impact on the summer reading program



Just another department?

- ▶ Building Contracts Line Item...
 - ▶ Budgeted for \$47,000.00

Contracts
Air Handlers
Security Company
Telephone
Elevator
Fire Equipment
Cleaning Services
Total Cost = \$46,104.00



Just another department?

- ▶ Building Equipment & Repairs Line Item...
 - ▶ Budgeted for \$27,000.00
 - ▶ Expenses last year for...

Services	
Electrician Services	Repairs to Automatic Doors
Plumbing Services	Window Cleaning
Rabid Raccoon Removal	Snow Removal
Security System Repairs	HVAC Repairs
Oil Tank Test	



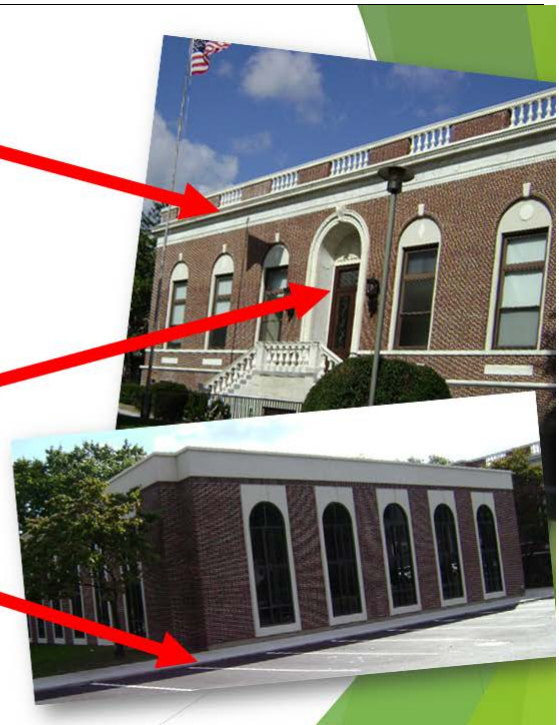
Just another department?

- ▶ Mandatory Audits...
 - ▶ Required by the IMA
 - ▶ To be paid for by the villages
 - ▶ 50 - 50 split
 - ▶ But paid for from "Operating"
 - ▶ Means cost of audits must be made up from
 - ▶ cuts to hours
 - ▶ Cuts to programs or supplies



Capital Expenses...

- ▶ Marble cornice inspection/report
 - ▶ \$2,000
- ▶ Marble cornice and balustrade and brick repointing
 - ▶ \$30,000
- ▶ Restore/preserve marble entrance casing and original entrance balustrades
 - ▶ \$125,000
- ▶ Cement parking repair
 - ▶ \$5,000
 - ▶ Based on 5-Year Plan and estimates created in 2011



PUBLIC COMMENTS

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

Comments were made by:

Mr. Kochanowicz commented that he heard that there were six new police officers hired recently. Trustee Terenzi commented this is misinformation. Mr. Kochanowicz commented that there are supposed to be 11 paid firefighters and we have four. He commented that three or four were hired recently. Mayor Pagano commented that the hiring is under way. He questioned why Port Chester doesn't have two firemen on each truck instead of just one. He commented on the Amnesty Program. The building department notified all CO's that were not properly issued because they were not on the proper forms. All purchases of property since 1927 have to be re inspected before they can sell or refinance or get a reverse mortgage. You need to change the Amnesty Program. Mr. Kochanowicz also commented about the Municipal Center. The \$400,000 that the Village put out is already gone. The main thing is that you have no input from the residents of the Village on this situation.

Ms. Goldie Solomon wished the Board a Happy St. Patrick's Day. She praised the police, fire department and DPW for their good work. Port Chester is a diverse community. Taxes must come down for seniors, veterans and those who have lost their jobs. The Sewer Rent should be a part of the Water Company, not separate. We need the D.A.R.E. program in the Village. Trustee Adams commented that the D.A.R.E. breakfast is this Sunday at the Middle School. Ms. Solomon commented that Rye Town is historic and should not be left to close. We need more policemen in the Village because the census figures are wrong.

Ms. Bea Conetta commented on the Municipal Center. The NDC is going to build it and be responsible for it. This is going to cost us at least \$1.5MM every year. NDC is non-profit but need a profit to run their business. We still owe \$9MM on our existing Village Hall. That means we are going to have to put out \$2.5MM each year. We don't need it. We do need a police station. The public needs to vote on whether or not we want the Municipal Center. She commented that everyone should get out and vote.

Ms. Andrea Granata commented she agreed with Bea. This Board does not listen to the people. We do not want to spend \$400M and we are not going to get it back. We were bounced around with the dog park.

Mr. Keith Morlino thanked the Board for what they do for Port Chester. The Municipal Center started seven years ago with four options, which are still on the table. We are still looking into the last option of the JCJ study. No decision has yet been made. Keep all your options open. We should get from NDC what the real cost of this building is going to be. This is a lease deal because it affects the rating of Port Chester from a bond perspective differently. Until this is ironed out we should keep all options open.

Mr. Richard Abel commented on daily parking permits. He commented on the dissolution of Rye Town in executive session. Mayor Pagano commented that Mr. Terenzi was at that meeting.

Jeremy Ziegler, pastor of Redemption Community Church, commented they will be having Sunday services at the AMC multiplex. We have activities for children and we are looking forward to serving the community.

Mr. Kochanowicz commented that everyone should get out and vote on Election Day.

Add-on Resolution

MAYOR PAGANO asked for a motion to consider an add-on resolutions to reappoint members to the Commission on Recreation.

There being no objection TRUSTEE KENNER, made a motion to add-on a resolutions to reappoint members to the Commission on Recreation, seconded by TRUSTEE CECCARELLI the motion received a unanimous vote of those present.

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015.

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE MARINO, to combine the add-on resolutions to reappoint members to the Commission on Recreation for the purpose of casting one vote for all eight resolutions was adopted by the Board of Trustees of the Village of Port Chester, New York.

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015.

ADD-ON RESOLUTIONS

RESOLUTION (ADD-ON #1)

**REAPPOINTMENT OF MEMBER TO THE
COMMISSION ON RECREATION**

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

RESOLVED, that ANGELO RUBINO, residing in Port Chester New York, be and hereby is appointed as a member of the Port Chester COMMISSION ON RECREATION, effective immediately, with said term to expire July 9, 2016.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015.

RESOLUTION (ADD-ON #3)

REAPPOINTMENT OF MEMBER TO THE
COMMISSION ON RECREATION

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

RESOLVED, that ENDA MCGOVERN, residing in Port Chester New York, be and hereby is appointed as a member of the Port Chester COMMISSION ON RECREATION, effective immediately, with said term to expire July 9, 2016.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015.

RESOLUTION (ADD-ON #4)

REAPPOINTMENT OF MEMBER TO THE
COMMISSION ON RECREATION

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

RESOLVED, that FRANK ERRIGO, residing in Port Chester New York, be and hereby is appointed as a member of the Port Chester COMMISSION ON RECREATION, effective immediately, with said term to expire July 9, 2015.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015.

RESOLUTION (ADD-ON #5)

**REAPPOINTMENT OF MEMBER TO THE
COMMISSION ON RECREATION**

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

RESOLVED, that JANICE KUNICKI, residing in Port Chester New York, be and hereby is appointed as a member of the Port Chester COMMISSION ON RECREATION, effective immediately, with said term to expire July 9, 2015.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015.

RESOLUTION (ADD-ON #6)

**REAPPOINTMENT OF MEMBER TO THE
COMMISSION ON RECREATION**

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

RESOLVED, that KIM MORABITO, residing in Port Chester New York, be and hereby is appointed as a member of the Port Chester COMMISSION ON RECREATION, effective immediately, with said term to expire July 9, 2015.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015.

RESOLUTION (ADD-ON #7)

**REAPPOINTMENT OF MEMBER TO THE
COMMISSION ON RECREATION**

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

RESOLVED, that LYNN ERRIGO SHIELDS, residing in Port Chester New York, be and hereby is appointed as a member of the Port Chester COMMISSION ON RECREATION, effective immediately, with said term to expire July 9, 2016.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015.

RESOLUTION (ADD-ON #8)

REAPPOINTMENT OF MEMBER TO THE COMMISSION ON RECREATION

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

RESOLVED, that MICHAEL DECARLO, residing in Port Chester New York, be and hereby is appointed as a member of the Port Chester COMMISSION ON RECREATION, effective immediately, with said term to expire July 9, 2016.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015.

DISCUSSIONS

To set a Workshop regarding Rye Town Dissolution

Following a short discussion the Board of Trustees set a date for the workshop regarding Rye Town Dissolution on March 26, 2015 in the Senior Center.

REPORTS

Report from National Development Council (NDC)

Mike Cucchiara from National Development Council updated the Board on the progress regarding Port Chester Municipal Complex.

PRESENTATION (Continuation)

Christopher Ameigh Administrative Aide to the Village Manager updated the Board on our new www.portchesterny.com home page.

RESOLUTIONS

RESOLUTION #1

TO MODIFY SEWER IMPROVEMENT 13/14 CAPITAL PROJECT BUDGET

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’s consulting engineer has proposed an estimated \$2 million of work in the second year of a five-year capital program for the improvement of the Village’s sanitary sewer system; and

WHEREAS, payment for this work was anticipated as part of bond anticipation notes issued on February 24, 2015; and

WHEREAS, the Village Treasurer has requested Board authorization to make the commensurate adjustments in the Capital Fund. Now, therefore be it

RESOLVED, that the Board of Trustees of the Village of Port Chester, New York hereby authorizes the Village Treasurer to increase the Sewer Improvement 13/14 Capital Project # 5.8120.400.2013.132 from a budget of \$1,700,000 to \$3,700,000, and modify as follows:

CAPTIAL FUND		
Revenues Increase:		
5.5.5731.2013.132	Bond Anticipation Notes	\$2,000,000.00
Appropriation Increase:		
5.8120.400.2013.132	Sewer Improvement 13/14	\$2,000,000.00

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015.

RESOLUTION #2

PUBLIC HEARING TO CONSIDER ADOPTING A LOCAL LAW AMENDING CHAPTER 268, "SEWER RENT" ,OF THE CODE OF THE VILLAGE OF PORT CHESTER WITH REGARD TO ADJUSTMENTS OF SEWER RENT

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

RESOLVED, that the Board of Trustees hereby schedules a public hearing on Monday, April 6, 2015 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 amending the Code of the Village of Port Chester, Chapter 268, "Sewer Rent" with regard to adjustments of sewer rent.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015.

RESOLUTION #3

TAXI DISPATCHING LICENSES

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, Section 295-20, "Taxicabs", of the Village Code provides for the "Licensing of company dispatching" subject to the approval of the Village Board of Trustees; and

WHEREAS, Coqui Taxi, Luso American Taxi, P.C. Taxi, and Village Taxi have timely submitted applications for a dispatching license to the Village Clerk's Office for the approval by the Board of Trustees as provided by in Section 295-20 (C); and

WHEREAS, these applications have been reviewed by the Village Clerk who has favorably recommended their approval. Now, therefore be it,

RESOLVED, that the Board of Trustees hereby approves the applications submitted by Coqui Taxi, Luso American Taxi, PC Taxi and Village Taxi and directs the Village Clerk to issue a license for company dispatching to each respective applicant, with said license to expire on March 31, 2016 as provided by the Village Code.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015.

RESOLUTION #4

APPOINTMENT OF MEMBER TO PLANNING COMMISSION

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

RESOLVED, that CHRIS SUMMA, residing in Port Chester New York, be and hereby is appointed as a member of the Port Chester PLANNING COMMISSION, with said term expiring on 06/16/2016.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015.

RESOLUTION #5

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE DOCUMENTS NECESSARY TO FACILITATE APPLICATION(S) TO THE WESTCHESTER COUNTY COMMUNITY HOUSING INFRASTRUCTURE INVESTMENT PROGRAM (CHIIP)

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

WHEREAS, Westchester County has implemented its new Community Housing Infrastructure Investment Program (CHIIP) to substitute for the Community Development Block Grant Program (CDBG) formerly administered by the Westchester County Department of Planning; and

WHEREAS, for 2015, projects eligible for the County’s CHIIP financial support will be selected from those projects previously submitted by municipalities to the County under the CDBG Program and subsequently recommended for funding; and

WHEREAS, the Village of Port Chester has multiple projects that were previously selected for funding by the County under the 2011-2014 CDBG program that have not been implemented due to the County’s current impasse with the United States Department of Housing and Urban Development (HUD); and

WHEREAS, Village staff has met with representatives of the County to identify projects eligible for 2015 CHIIP funding; and

WHEREAS, if such projects are awarded, the Village will be required to provide a 50% village matching share which would be the subject of further Board action to appropriate same. Now, therefore be it

RESOLVED, that the Village Manager is hereby directed and authorized to execute any and all documents pertaining to the application for FY2015 Westchester County Community Housing Infrastructure Investment Program (CHIIP) funding for the following five projects in the amounts listed below:

<u>Project</u>	<u>CHIIP Request</u>	<u>Village Share</u>	<u>Total Project Cost</u>
Sewer Pollution Elimination	\$150,000	\$150,000	\$300,000
Sidewalk Improvement	\$150,000	\$150,000	\$300,000
Streetscape Improvements	\$187,500	\$187,500	\$375,000
Sewer & Storm Drain Improvements	\$150,000	\$150,000	\$300,000

Sidewalk Improvements FY 12 -14	\$150,000	\$150,000	\$300,000
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Approved as to Form:

Village Attorney, Anthony Cerreto

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015

CORRESPONDENCES

From Putnam Engine & Hose, Company No.2, accepted the resignation of Alfredo Vargas Coyt.

The Board duly noted the correspondence.

From Church of Our Lady of the Rosary request permission for a procession in the streets beginning 6:00 PM on Friday, April 3, 2015.

The Board referred the correspondence to staff without objection.

From Thomas P. Bailey regarding public parking in Port Chester.

The Board duly noted the correspondence.

From Linda Turturino regarding resignation from the Recreation Commission as of March 1, 2015.

The Board duly noted the correspondence.

Mayor Pagano asked for a motion to combine correspondence 5, 6, 7, 8, 9, and 10 of the agenda for the purpose of casting one vote for all of the combine correspondences.

There being no objections, on motion of Trustee MARINO, seconded by Trustee CECCARELLI, the motion was accepted by the Board of Trustees of the Village of Port Chester, New York.

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015.

From H & H Property Corp regarding Sewer Rent Appeal for 211 Irving Avenue.

From Poningo Properties regarding Sewer Rent Appeal for 46 Poningo Street for the period 12-29-14 to 2-25-15.

From Poningo Properties regarding Sewer Rent Appeal for 46 Poningo Street for the period 2/4/15 to 2/25/15

From Poningo Properties regarding Sewer Rent Appeal for 4 Bulkley Avenue.

From New Broad Street LLC regarding Sewer Rent Appeal for 33 New Broad Street

From 235 Holding Co. LLC regarding Sewer Rent Appeal for 235 Westchester Avenue.

The Board referred the correspondence 5 to 10 to staff without objection.

From Howie Ravikoff regarding towing and booting.

The Board referred the correspondence to staff without objection.

MINUTES

Mayor Pagano asked for a motion to combine the minutes of January 20, 2015, January 22, 2015, February 9, 2015, February 17, 2015, and March 2, 2015 of the agenda for the purpose of casting one vote for both minutes.

There being no objection TRUSTEE BRAKEWOOD, made a motion, seconded by TRUSTEE TERENZI, to combine the minutes of January 20, 2015, January 22, 2015, February 9, 2015, February 17, 2015, and March 2, 2015 of the agenda for the purpose of casting one vote for all the minutes.

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015.

On motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE ADAMS, The Board of Trustees accepted the minutes of January 20, 2015, January 22, 2015, February 9, 2015, February 17, 2015, and March 2, 2015.

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015.

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 the Rye Town Dissolution. All four municipalities have to approve it. Each municipality has to vote on it. We should fast track this to see if it can work.

Mr. Tom Bailey commented about the G&S parking structure that is used by the MTA. There is no public benefit being provided by the second floor of the G&S parking lot. It is an MTA condo. What does that do to the terms of the agreement that were made? At night this could be utilized by the Village restaurants and businesses. Trustee Terenzi commented this is the same type of parking arrangement that is across the street from the Capitol. Village Attorney Anthony Cerreto commented that the Board was not a party to the arrangement and that he has no seen the agreement between G & S and the MTA.

Board

Trustee Adams commented that Wednesday is Election Day. Everyone should get out and vote.

Trustee Brakewood commented on NDC. With the Municipal Center, the people of Port Chester are going to be paying for this.

Trustee Terenzi wished both candidates good luck in the election. He commented there are not 47 police officers right now. We are up to 59 or 60. The fire protection, the volunteers are picking up the slack. We have four paid guys right now. We are hiring three new firefighters.

Trustee Marino commented Wednesday is Election Day. Come out and vote.

Trustee Kenner asked Village Manager Steers if we set the schedule for the workshop on the budget. Mr. Steers said the budget is due to the Clerk by Friday and it is due to the Board by the end of the month. We have a workshop scheduled for the 23rd and will schedule the rest of the workshops at that meeting.

Trustee Ceccarelli commented on the potholes in the Village. People are taking half-truths on the Municipal Center. We are not ready to move forward on this unless it makes sense for the Village with good value to us. Everything will be looked at very carefully.

Mayor Pagano commented about the potholes on West William and Pearl. People can call DPW or Chris Steers directly to report potholes. If you are out walking early in the morning, wear reflective clothing and wear something that can be seen.

At 10:08 p.m., on motion of TRUSTEE ADAMS, seconded by TRUSTEE CECCARELLI, the meeting was closed.

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 16, 2015.

Respectfully submitted,

Janusz R. Richards
Village Clerk

MEETING HELD MARCH 19, 2015

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Thursday, March 19, 2015 at 6:03 P.M., in the Court Room of the Police Headquarters Building, 350 North Main Street, Port Chester, New York, with Mayor Dennis Pilla presiding.

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

It should be noted that Trustees Saverio Terenzi and Daniel Brakewood were absent.

Also present were: Village Clerk, Janusz R. Richards; Village Manager, Christopher Steers; and Village Attorney Anthony Cerreto.

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

ROLL CALL

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

NOES: None.

ABSENT: Trustees Terenzi and Brakewood.

DATE: March 19, 2015

CANVASS OF VOTE

March 18, 2015 Village Election


**CANVASS OF VOTE
FOR OFFICERS OF THE VILLAGE OF PORT CHESTER, NEW YORK
ELECTED AT THE VILLAGE ELECTION HELD ON MARCH 18, 2015**

The Board of Trustees of the Village of Port Chester, New York, in meeting duly convened and held in the Court Room of the Police Headquarters Building, 350 North Main Street, Port Chester, New York, on the 19 day of March 2015, in compliance with the provisions of the Charter of said Village, for the purpose of canvassing the vote given at the Village Election held in said Village on the 18th day of March 2015, for the election of officers of said Village, does hereby certify the following named persons were voted for at said election for the offices herein below designated, receiving the following number of total votes with said votes attached for each polling place in said Village such polling places having been heretofore designated by the Board, the number of votes cast for each officer in each polling place being stated after his name:

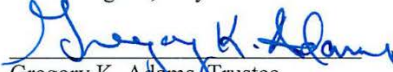
TOTAL VOTE FOR MAYOR 2 Year Term

Dennis G. Pilla	1213
Gene Ceccarelli	1115

We hereby certify the foregoing statement to be correct and have hereunto set our hands this 19th day of March 2015.



Neil J. Pagano, Mayor




Gregory K. Adams, Trustee

Daniel U. Brakewood, Trustee



Gene Ceccarelli, Trustee



Luis A. Marino, Trustee



Joseph D. Kenner, Trustee

Saverio L. Terenzi, Trustee

Village of Port Chester Election Results March 18, 2015

Mavor	Votes	Percent
Gene Ceccarelli	1,115	47.9%
Dennis G. Pilla	1,213	52.1%
Total Votes	2,328	100.0%

Results of Election Districts

Candidates	Line	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	25	Total
Dennis G. Pilla	1A	55	35	14	46	45	78	53	84	70	70	20	72	60	121	106	76	1,005
Gene Ceccarelli	1B	30	27	6	7	40	32	53	66	62	48	15	33	34	81	70	102	706
Gene Ceccarelli	1C	3	6	2	1	12	12	20	12	23	12	4	11	13	31	27	47	236
Gene Ceccarelli	1D	4	1	1	0	10	12	11	10	11	17	3	20	9	21	19	24	173
Dennis G. Pilla	1E	2	11	0	4	6	11	10	30	11	9	6	13	15	19	42	19	208
Write-in		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Write-In		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Votes by District		94	80	23	58	113	145	147	202	177	156	48	148	131	273	264	268	208
Registered 2013 (active & inactive)		652	673	309	466	713	695	784	799	990	780	483	1145	867	940	827	879	12,002
Registered 2015 (active)		602	583	271	458	701	666	746	780	903	738	436	1121	775	868	761	847	11,286
Registered 2015 (inactive)		69	86	42	34	48	55	78	59	79	43	38	118	94	76	65	45	1,029
Registered 2015 (active & inactive)		671	669	313	492	749	721	824	839	982	781	474	1239	869	944	826	862	12,285
Voter Turnout by District on Election Day		90	79	23	59	113	132	138	199	175	149	45	136	128	267	252	256	2,241
Absentee Ballots		4	2	0	0	4	13	3	2	3	2	7	3	13	6	16	12	98
Total Turnout		94	81	23	59	117	145	148	202	177	156	48	149	131	273	268	268	2,339
% of Voter Turnout		15.6%	13.9%	8.5%	12.9%	16.7%	21.8%	19.8%	25.9%	19.6%	21.1%	11.0%	13.3%	16.9%	31.5%	35.2%	31.6%	19.04%

MARCH 18, 2015 ELECTION
DECLARATION OF MAYOR ELECT

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

WHEREAS, returns for the Village election held in and for the Village of Port Chester, New York, on the 18th day of March, 2015, have been filed with this Board according to law; and

WHEREAS, said returns as tabulated, show that Dennis G. Pilla, has received the greatest number of votes for MAYOR for the term of two (2) years. Now therefore, be it

RESOLVED, that this Board does hereby declare and certify that the said Dennis G. Pilla is elected MAYOR of the Village of Port Chester for the ensuing terms of two (2) years, commencing April 7, 2015 and to expire at 12:01 a.m. on April 3, 2017.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

ABSENT: Trustees Terenzi and Brakewood.

DATE: March 19, 2015

At 6:08 p.m., on motion of TRUSTEE CECCARELLI, seconded by TRUSTEE MARINO, the meeting was closed.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Terenzi and Brakewood.

DATE: March 19, 2015

Respectfully submitted,

Janusz R. Richards
Village Clerk

MEETING HELD MARCH 19, 2015

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Monday, March 19, 2015, in the Village Hall Conference Room, 222 Grace Church Street, Port Chester, New York, with Mayor Neil Pagano presiding.

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

It should be noted that Trustee Saverio Terenzi was absent.

Also present were: Village Clerk, Janusz R. Richards and Village Attorney, Anthony Cerreto.

On motion of TRUSTEE CECCARELLI, seconded by TRUSTEE MARINO the meeting was declared opened at 7:01 p.m.

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 19, 2015

MOTION FOR EXECUTIVE SESSION

Executive Session

At 7:01 p.m., on motion of TRUSTEE BRAKEWOOD, seconded by TRUSTEE MARINO, the Board adjourned into an executive session to continue conducting the trial with regard to disciplinary charges brought against a member of the Port Chester Police Department pursuant to the provisions of Section 5711-q of the Unconsolidated Laws of the State of New York.

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 19, 2015

Also present were: Village Clerk, Janusz R. Richards and Village Attorney, Anthony Cerreto.

RESOLUTION

RESOLUTION 1

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

RESOLVED, that the charged officer was found guilty of the following charges Charge 1, Charge 2, Charge 3, Charge 5, Charge 6, Charge 7, Charge 8 and Charge 9.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

ROLL CALL

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

NOES: None.

ABSENT: Trustee Terenzi.

DATE: March 19, 2015

RESOLUTION 2

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

RESOLVED, that the charged officer was found guilty of the following charges Charge 10, Charge 11, Charge 12 and Charge 13.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

ROLL CALL

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

NOES: None.

ABSENT: Trustee Terenzi.

DATE: March 19, 2015

At 7:30 p.m., a motion to come out of executive session was made by TRUSTEE BRAKEWOOD, seconded by TRUSTEE KENNER, the Board of Trustees closed the executive session.

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 19, 2015

At 7:31 p.m., on motion of TRUSTEE CECCARELLI, seconded by TRUSTEE MARINO, the meeting was closed.

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 19, 2015

Respectfully submitted,

Janusz R. Richards
Village Clerk

MEETING HELD MARCH 23, 2015

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Thursday, March 26, 2015, in the 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, Daniel Brakewood, Saverio Terenzi (arrived at 6:45 p.m.), Joseph Kenner, Gene Ceccarelli and Luis Marino.

It should be noted that Mayor Pagano left the meeting at 6:47 p.m. and returned at 6:53 p.m.

Also present were: Village Clerk, Janusz R. Richards; Village Manager, Christopher Steers; Village Treasurer, Leonie Douglas; Village Attorney, Anthony Cerreto; Confidential Secretary to Town of Rye Supervisor, Bishop Nowotnik; Greg Arcaro, Town of Rye consultant and Assemblyman Steven Otis (via telephone).

On motion of TRUSTEE ADAMS, seconded by TRUSTEE MARINO the meeting was declared opened at 6:05 p.m.

ROLL CALL

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

NOES: None.

ABSENT: Trustee Terenzi.

DATE: March 23, 2015

RESOLUTIONS

RESOLUTION #1

TAXI DISPATCHING LICENSES

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, Section 295-20, "Taxicabs", of the Village Code provides for the "Licensing of company dispatching" subject to the approval of the Village Board of Trustees; and

WHEREAS, RC Taxi has timely submitted applications for a dispatching license to the Village Clerk's Office for the approval by the Board of Trustees as provided by in Section 295-20 (C); and

WHEREAS, these application has been reviewed by the Village Clerk who has favorably recommended the approval. Now, therefore be it,

RESOLVED, that the Board of Trustees hereby approves the application submitted by RC Taxi and directs the Village Clerk to issue a license for company dispatching to each respective applicant, with said license to expire on March 31, 2016 as provided by the Village Code.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

ABSENT: Trustee Terenzi.

DATE: March 23, 2015

RESOLUTION #2

SETTING PUBLIC HEARING TO CONSIDER APPLICATION OF ABILITY BEYOND DISABILITY TO ESTABLISH A COMMUNITY RESIDENCE AT PROPERTY LOCATED ADJACENT TO 51 BETSEY BROWN ROAD

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

WHEREAS, by letter dated March 9, 2015, Ability Beyond Disability has noticed the Village of Port Chester of its intention to establish a community residence at property adjacent to 51 Betsey Brown Road; and

WHEREAS, such community residence would be for six adults with developmental disabilities to be licensed under the New York Office for People with Developmental Disabilities (OPWDD); and

WHEREAS, pursuant to State Mental Hygiene Law, Section 41.34, the Village has forty days from receipt of such notification to either:

- support the proposed location;
- propose a suitable alternative location within the community;
- object to the proposed location on the grounds of overconcentration of such facilities that would substantially alter the nature and character of the area; and

WHEREAS, the statute also provides that the municipality may conduct a public hearing on the matter; and

WHEREAS, the Board of Trustees desires such a public hearing so as to entertain a full presentation from the applicant and obtain input from affected property owners and the community at large with regard to the application. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby sets a public hearing on April 13, 2015 at 7:00 p.m. or as soon thereafter, at the Police Headquarters/Justice Court Courtroom, 2nd Floor, 350 North Main Street, Port Chester, to consider the application of Ability Beyond Disability to establish a community residence for six adults with developmental disabilities to be licensed by the New York Office for People with Developmental Disabilities.

APPROVED AS TO FORM:

Anthony M. Cerreto, Village Attorney

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 23, 2015

WORKSHOP

The Village Board of Trustees discussed the Rye Town Dissolution and its effect on the Village.

Following the Workshop, Mayor Pagano asked for a motion to add-on a resolution in support of the Rye Town Dissolution.

On motion of TRUSTEE MARINO, seconded by TRUSTEE KENNER, the motion received a unanimous vote.

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 23, 2015

RESOLUTION (ADD-ON)

**AUTHORIZING THE DRAFTING OF HOME RULE LEGISLATION
PERMITTING THE DISSOLUTION OF THE TOWN OF RYE**

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

NOW, THEREFORE, BE IT RESOLVED, the Village Board of Trustees hereby authorizes that New York State Home Rule legislation be drafted that would authorize a public referendum with the specifics of such legislation to be approved by the Board; and be it

FURTHER RESOLVED, the Mayor and Village Manager are hereby authorized to continue discussions with the Dissolution Steering Committee related to the dissolution of the Town of Rye as necessary in order to prepare the appropriate Home Rule legislation.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustee Ceccarelli and Mayor Pagano.

NOES: Trustees Adams, Brakewood, Marino and Kenner.

RECUSE: Terenzi.

ABSENT: None.

DATE: March 23, 2015

ADD-ON EXECUTIVE SESSION

MAYOR PAGANO asked for a motion to consider an add-on Executive Session to consult with the Village Attorney concerning a pending disciplinary matter brought against a member of the Port Chester Police Department.

On motion of TRUSTEE CECCARELLI, seconded by TRUSTEE BRAKEWOOD, the motion received a unanimous vote of those present.

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 23, 2015

On motion of TRUSTEE CECCARELLI, seconded by TRUSTEE KENNER, the Board of Trustees adjourn to an executive session at 7:33 P.M.

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 23, 2015

Also present were: Village Clerk, Janusz R. Richards; Village Manager, Christopher Steers and Village Attorney, Anthony Cerreto.

No action was taken in executive session.

At 7:51 p.m., a motion to come out of executive session was made by TRUSTEE ADAMS, seconded by TRUSTEE MARINO, the Board of Trustees closed the executive session.

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 23, 2015

At 7:52 p.m., on motion of TRUSTEE CECCARELLI, seconded by TRUSTEE KENNER, the meeting was closed.

ROLL CALL

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

NOES: None.

ABSENT: None.

DATE: March 23, 2015

Respectfully submitted,

Janusz R. Richards
Village Clerk

MEETING HELD MARCH 26, 2015

A meeting of the Board of Trustees of the Village of Port Chester, New York, was held on Thursday, March 26, 2015, in the Village Hall Conference Room, 222 Grace Church Street, Port Chester, New York, with Mayor Neil Pagano presiding.

Present in addition to Mayor Pagano, were Trustees Gregory Adams, Daniel Brakewood (arrived at 6:10 p.m.), Saverio Terenzi, Joseph Kenner and Luis Marino.

It should be noted that Trustee Gene Ceccarelli was absent.

It should be noted that Trustee Joseph Kenner left the meeting at 6:44 p.m.

Also present were: Village Clerk, Janusz R. Richards; Village Manager, Christopher Steers; Village Treasurer, Leonie Douglas (arrived at 6:03 p.m.) and Village Attorney, Anthony Cerreto.

On motion of TRUSTEE ADAMS, seconded by TRUSTEE MARINO the meeting was declared opened at 6:01 p.m.

ROLL CALL

AYES: Trustees Adams, Terenzi, Marino, Kenner, and Mayor Pagano.

NOES: None.

ABSENT: Trustees Brakewood and Ceccarelli.

DATE: March 26, 2015

PRESENTATION

The Village Clerk presents the Tentative Budget for Fiscal Year 2015-2016 to the Board of Trustees.

RESOLUTIONS

RESOLUTION #1

ESTABLISHING SCHEDULE FOR PUBLIC HEARING, WORKSHOPS AND TENTATIVE ADOPTION DATE OF FISCAL YEAR 2015-2016 BUDGET

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

WHEREAS, pursuant to Section 5-508 of the Village Law, a Tentative Budget showing the revenue and expenditures for the fiscal year 2015-2016 of the Village of Port Chester, commencing June 1, 2015, was filed by the Village Manager with the Village Clerk and thereupon presented to the Board of Trustees; and

WHEREAS the Board desires to set a public hearing within the earliest possible time so as to fully obtain public input; and

WHEREAS, the Board seeks to thereafter hold public workshops dedicated to the in-depth review of the individual budgets of the Village departments and the Port Chester-Rye Brook Public Library; and

WHEREAS, the Board wishes to conclude the budget process with a tentative adoption date prior to the May 1, 2015 deadline imposed by Section 5-508. Now therefore be it

RESOLVED that the Board of Trustees hereby sets a public hearing on April 13, 2015 at 7:00 p.m. at the Justice Court Courtroom, 2nd Floor, 350 North Main Street, Port Chester, New York, for the purpose of considering and discussing the Tentative Budget for the Fiscal Year 2015-2016; and be it further

RESOLVED, that public workshops be held as needed on April 14, 2015, April 16, 2015 and April 21, 2015, at 6:00 p.m. at Village Hall, 1st Floor Conference Room, 222 Grace Church Street Port Chester, New York; and be it further

RESOLVED, that the Board has the present intention of adopting the Fiscal Year 2015-2016 Budget at a meeting on April 28, 2015 at the said Justice Court Courtroom.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES: Trustees Adams, Terenzi, Marino, Kenner, and Mayor Pagano.

NOES: None.

ABSENT: Trustees Brakewood and Ceccarelli.

DATE: March 26, 2015

ADD-ON EXECUTIVE SESSION

MAYOR PAGANO asked for a motion to consider an add-on Executive Session to consult with the Village Attorney concerning a pending disciplinary matter brought against a member of the Port Chester Police Department.

On motion of TRUSTEE MARINO, seconded by TRUSTEE ADAMS, the motion received a unanimous vote of those present.

ROLL CALL

AYES: Trustees Adams, Terenzi, Marino, Kenner, and Mayor Pagano.

NOES: None.

ABSENT: Trustees Brakewood and Ceccarelli.

DATE: March 26, 2015

MOTION FOR EXECUTIVE SESSION

Add-On Executive Session

Consult with the Village Attorney concerning a pending disciplinary matter brought against a member of the Port Chester Police Department.

Executive Session #1

Contract negotiation / consultation with Village Attorney regarding Sewer Rent – IMA Port Chester Housing Authority.

Executive Session #2

Discussion regarding the Village Manager’s Evaluation and Employment Agreement Renewal.

At 6:05 p.m., on motion of TRUSTEE MARINO, seconded by TRUSTEE ADAMS, the Board adjourned into an executive session to;

Consult with the Village Attorney concerning a pending disciplinary matter brought against a member of the Port Chester Police Department.

Contract negotiation / consultation with Village Attorney regarding Sewer Rent – IMA Port Chester Housing Authority.

Discussion regarding the Village Manager’s Evaluation and Employment Agreement Renewal.

ROLL CALL

AYES: Trustees Adams, Terenzi, Marino, Kenner, and Mayor Pagano.

NOES: None.

ABSENT: Trustees Brakewood and Ceccarelli.

DATE: March 26, 2015

Also present were: Village Clerk, Janusz R. Richards (present only for Add-On ES and ES #1); Village Manager (present Add-On ES, ES #1 and ES #2), Christopher Steers; Village Attorney, Anthony Cerreto (present only for Add-On ES and ES #1) and Village Treasurer, Leonie Douglas (present only for Add-On ES)

At 6:45 p.m., a motion to come out of executive session was made by TRUSTEE ADAMS, seconded by TRUSTEE BRAKEWOOD, the Board of Trustees closed the executive session.

ROLL CALL

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

NOES: None.

ABSENT: Trustee Ceccarelli.

DATE: March 26, 2015

At 6:46 p.m., on motion of TRUSTEE ADAMS, seconded by TRUSTEE MARINO, the meeting was closed.

ROLL CALL

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

NOES: None.

ABSENT: Trustees Kenner and Ceccarelli.

DATE: March 26, 2015

Respectfully submitted,

Janusz R. Richards
Village Clerk

**PUBLIC COMMENTS
AND
BOARD COMMENTS**

**PROPOSED MOTION
FOR
EXECUTIVE SESSION**