

**VILLAGE OF PORT CHESTER  
BOARD OF TRUSTEES  
Meeting, Tuesday, September 8, 2015  
Regular Meeting: 6:00 P.M.  
PROPOSED EXECUTIVE/CLOSED SESSION 6:00-7:00 P.M.  
VILLAGE JUSTICE COURTROOM  
350 North Main Street  
Port Chester, New York  
AGENDA**

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**TIME: 6:00 P.M.**

<b>I</b>	<b>PROPOSED MOTION FOR EXECUTIVE SESSION</b>	<b>ACTION</b>
1	ABR position interview	
2	Regarding a particular person within the Police Department	
3	Legal consultation with Village Attorney regarding the Towing and Booting law proposal	
4	Consultation with Labor Council regarding fire department negotiations	

**TIME: 7:00 P.M.**

<b>II</b>	<b>AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION RE:</b>	<b>ACTION</b>
1	Public Hearing re DEIS proposed amendments to the Village Zoning Code and Maps re proposal submitted by PC406 BPR LLC and PC 999 High Street Corp.	
<b>III</b>	<b>PUBLIC COMMENTS</b>	<b>ACTION</b>
<b>IV</b>	<b>PRESENTATION</b>	<b>ACTION</b>
1	NDC presentation	
2	From Joe Gianfrancesco, Chairman of the Traffic Commission Establishing a one-way street on Parkway Drive	
3	Francis A. Cervinka, Village Prosecutor regarding Village Court case dispositions	
<b>V</b>	<b>RESOLUTIONS</b>	<b>ACTION</b>
	<b>Administration</b>	
1	Booting & Towing	
2	Setting public hearing to consider the advisability of adopting a local law amending the Code of Ethics with regard to definitions, gifts and nepotism	
3	CDBG strategic plan	
4	Requesting the United States Department of Housing and Urban Development to provide explanation for approved Community Development Block Grant funding allocated to the Village of Port Chester	

5	Parking prohibited at certain times in Brooksville area	
6	Standardization of Village sanitation vehicles	
7	Awarding BID 2015-07 - 2016 Mack model MRU613 tandem axle chassis.	
8	Awarding BID 2015-08 - 29 cubic yard high compaction heavy duty rear loading body.	
9	Awarding Bid for 2015 Sidewalks and Handicap Ramps Project	
10	Awarding Bid 2015 Sanitary Sewer Cleaning and Television Inspection phase two	
11	Retaining Huggins Actuarial Services, Inc., to provide actuarial report in regard to Workers Compensation reserve fund.	
12	Tax certiorari settlement 13 & 23 Riverdale Avenue	
13	Transfer of \$3,084 in DEA funds for the purchase of 1 Safe Pace 100 Radar Speed Sign with data collection software from Traffic Logix Corp.	
14	Award of RFP 2015-05 for grant writing services	
15	Appointment of Trustee Terenzi to the IDA	
<b>VI</b>	<b>DISCUSSIONS</b>	<b>ACTION</b>
1	Amnesty Program extension - Building code enforcement	
2	Consideration of use of eminent domain to acquire property located at 23 Washington Street for conveyance to a responsible owner	
3	Key position hiring status	
4	Marina G&S Lot	
5	Bulkhead	
6	201 Grace Church St.	
7	Curfew for BOT meetings	
<b>VII</b>	<b>CORRESPONDENCE</b>	<b>ACTION</b>
1	From Clay Art Center acknowledging financial assistance from the Village	
2	From Port Chester Housing Authority regarding Sewer Rent	
3	From Elizabeth Street Residents regarding need for traffic improvement	
4	From Lauren Taylor regarding Bush-Lyon Homestead	
5	From Robin Smith interest in a position on the Ethics Board	
6	From the Recreation Commission regarding Abendroth Park programming and rec. facilities	
<b>IX</b>	<b>PUBLIC COMMENTS AND BOARD COMMENTS</b>	<b>ACTION</b>

TIME: \_\_\_\_\_

# PUBLIC HEARING



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Office of the Village Manager  
**Department:** Office of the Village Attorney  
**Department:** Planning and Development Department

**BOT Meeting Date:** 9/8/2015

**Item Type:** Joint Public Hearing

<b>Sponsor's Name:</b>	Christopher D. Steers, Village Manager
<b>Sponsor's Name:</b>	Anthony (Tony) Cerreto, Village Attorney
<b>Sponsor's Name:</b>	Jesica Youngblood, Village Planner

Description	Yes	No	Description	Yes	No
Fiscal Impact	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Hearing Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Funding Source:			BID #		
Account #:			<b>Strategic Plan Priority Area</b>		
	<b>Yes</b>	<b>No</b>	Redeveloping United Hospital Site		
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Manager Priorities</b>		
Strategic Plan Related	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Planning & Zoning		

**Subject**

Joint public hearing to consider the adopted environmental impact statement (EIS) pursuant to the State Environmental Quality Review Act (SEQRA) regarding the proposed redevelopment of 406-408 Boston Post Road and 999 High Street and to consider proposed amendments to the Village Zoning Code and Zoning Map for a proposed Southern Gateway Mixed Use Overlay District encompassing the existing CD and PMU zoning districts and the alternative zoning proposed to amend the existing PMU District (§345-62) as submitted by PC406 BPR LLC and PC 999 High Street Corp (the "Applicant").

## **Summary**

The Board of Trustees as Lead Agency adopted the Applicant's draft Environmental Impact Statement (EIS) as complete per the adopted scope pursuant to the SEQRA regulations on July 20, 2015. That resolution set two public hearing dates, August 27 and September 8, which established the public comment period to close no sooner than September 25, 2015.

All public comments should be sent to the Village of Port Chester, attention: Village Clerk, either by US Mail, email (jrichards@portchesterny.com), or fax.

Pursuant to SEQRA regulations, if the Lead Agency sets additional joint public hearing dates, the comment period will likewise be extended.

## **Attachments**

None.

September 4, 2015

**By First Class Mail and Electronic Mail**

Attn: Vita Sileo, Deputy Village Clerk  
Village of Port Chester Board of Trustees  
222 Grace Church Street, Suite 120  
Port Chester, New York 10573

Re: Public Notice (PC406 BPR LLC and PC 999 High Street Corp.)  
Premises: 406-408 Boston Post Rd. & 999 High St. (141.52-1-2, 2.1 and 2.4 )

Dear Ms. Sileo:

On behalf of PC406 BPR LLC and PC 999 High Street Corp., enclosed please also find an Affidavit of Posting, prepared by Eric Steilman, confirming that the eighteen signs are still posted in all locations, noticing the Board of Trustees public hearing scheduled for September 8, 2015. As previously submitted, fifteen signs were posted in compliance with the requirements of Village Code Section 345-110.A. Three additional signs were also posted in the lobbies of the three buildings located at 330-350 South Regent Street per the Board's direction. Photographs of all eighteen signs were previously submitted.

Please incorporate the enclosed as part of the official record of the proceedings. Thank you for your assistance in this matter.

Very truly yours,

  
Christine Vergati

Enclosures

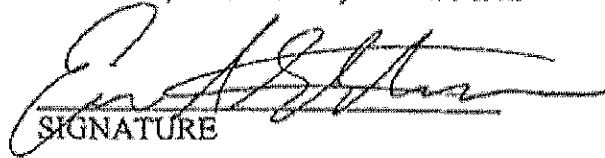
cc: Jessica Youngblood, Village Planner  
Anthony Cerreto Esq., Village Attorney  
Mark Chertok, Esq., Attorney for Village  
Anthony B. Gioffre III, Esq.  
Anthony F. Morando, Esq.


AFFIDAVIT OF POSTING

IN THE MATTER OF A BOARD OF TRUSTEES PUBLIC HEARING TO CONSIDER A DRAFT ENVIRONMENTAL IMPACT STATEMENT PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT REGARDING THE PROPOSED REDEVELOPMENT OF 406-408 BOSTON POST ROAD AND 999 HIGH STREET AND TO CONSIDER PROPOSED AMENDMENTS TO THE VILLAGE ZONING CODE AND ZONING MAP FOR A PROPOSED OVERLAY DISTRICT ENCOMPASSING THE EXISTING CD AND PMU ZONING DISTRICTS (SECTION 142.37, BLOCK 1, LOT 2; SECTION 142.45, BLOCK 1, LOTS 1,10,11,12,13,14,15,16,17,18,19,4,8,9; SECTION 142.53 BLOCK, 1, LOTS 1, 2; SECTION 142.61, BLOCK 1, LOT 2; SECTION 141.52, BLOCK 1, LOTS 2, 2.1 AND 2.4 ON THE TAX MAP OF THE TOWN OF RYE) AND THE ALTERNATIVE ZONING PROPOSAL TO AMEND THE EXISTING PMU ZONING DISTRICT (CHAPTER 345-62). APPLICANT, PC406 BPR LLC AND PC 999 HIGH STREET CORP., SEEKS REDEVELOPMENT OF THE FORMER UNITED HOSPITAL SITE AT 406-408 BOSTON POST ROAD AND 999 HIGH ST. AS A MIXED, MULTI-FAMILY RESIDENTIAL AND COMMERCIAL PROJECT ON PROPERTY KNOWN AS SECTION 141.52, BLOCK 1, LOTS 2, 2.1 AND 2.4.

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

I, Eric Steilman, do hereby affirm that on September 1, 2015, I checked and confirmed that a total of (15) signs are still posted as of today, along High Street (frontage along subject property), Boston Post Road (frontage along subject property), Boston Post Road (frontage of CD District) and Midland Avenue (frontage of CD District), as well as posted in the lobby of each of (3) buildings located at 330-350 S. Regent Street, in connection with the continued Board of Trustees public hearing on September 8, 2015 at the Court Room, Police Headquarters Building in the Village of Port Chester, 350 North Main Street, Port Chester, New York in connection with the matter noted above.

  
SIGNATURE

Sworn to before me this 4  
day of Sept 2015  
  
NOTARY PUBLIC

PAMELA A. COTRONEO  
Notary Public - State of New York  
NO. 01CO6155541  
Qualified in Westchester County  
My Commission Expires 11/3/18

# PRESENTATIONS



1



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Office of the Village Manager

**BOT Meeting Date:** 9/8/2015

**Item Type:** Presentation

**Sponsor's Name:**

Description	Yes	No	Description	Yes	No
Fiscal Impact	x	<input type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	x
Funding Source:			BID #		
Account #:			<b>Strategic Plan Priority Area</b>		
	<b>Yes</b>	<b>No</b>	Municipal Center		
Agreement	X		<b>Manager Priorities</b>		
Strategic Plan Related	x		Municipal Center		

**Agenda Heading Title**

Presentation from NDC

**Summary**

**Background: As directed by the BOT in their role as consultants to the project to replace the Village Court, Police and potentially other departmental facilities, NDC endeavored to investigate the costs of renovating the existing police/court facility and or building a new structure there or on the adjacent property. This presentation will cover those findings.**

**Attachments**

9-2-15 presentation by NDC to PC BOT



TO: Christopher Steers, Village Manager, Village of Port Chester  
FROM: Daniel Marsh III  
DATE: September 2, 2015  
RE: Police and Courts Project

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At the direction of the Village, NDC has worked with STV and Whiting Turner to develop preliminary cost estimates for the renovation of the existing police and courts building at North Main Street, as well as the construction of a new police and courts building on the adjacent Steilmann property. The quick answer is that **the renovation is estimated to cost \$29.5 million**, which includes acquisition of the Steilmann site for parking. **The new construction is estimated at \$25.1 million** with the acquisition of Steilmann for development and the demolition of the existing police and courts building for use as parking. Below we explain the process for making these two scenarios comparable.



To compare the two options – renovation vs. new construction – it was important to have the program, building square footage and parking requirements be the same for both scenarios. Our team had to make a number of adjustments to ensure that the two scenarios would be comparable.

From earlier work on the building program, we determined that 43,600 square feet (not including basement storage) would be required to accommodate modern police and court functions. This space requirement is the same in both the renovation and new construction scenarios.

The new construction scenario envisions a three-story building at this size on the Steilmann site, with police functions on the first two floors and the courts and associated space on the third floor. The three floors are equal in size, at approximately 14,500 square feet. In addition, we included sub-grade basement space to be used for building mechanical equipment and for some limited storage. The layout on each floors is to be determined, but the floor plates are sufficiently large and open to enable an efficient use of space.

The existing police and courts building is only 17,000 square feet (not including roughly 8,000 square feet in the basement), and would require the addition of a 5-story tower at the rear of the existing building to increase the square footage to 43,600. The floor plates for the tower



addition are 5,760 square feet. At this size, there will be limited options for laying out the space, and the tower will be far less efficient than the 3-story new building.

To create parking scenarios that are equivalent, and follow programmatic needs we have made assumptions about demolition and development of surface parking. With the new construction, the existing police and courts functions would remain in the existing building and move to the new building once it is ready. The Steilmann site would have 30 parking spaces. The existing building would then be demolished, to create an additional 80 spaces, for a total of 110 spaces.

If the existing building were renovated we assume acquisition of the Steilmann site for the purposes of creating additional parking, creating a total of 110 spaces. In this way, we are creating two scenarios with the same program, same building square footage and same parking spaces.

The cost estimates, shown in a side by side comparison, also set the majority of soft cost items at the same amount for both scenarios, except where the costs are typically calculated as a percentage of the hard costs.

The cost estimate difference between the renovation and new construction is \$4.4 million. This difference consists chiefly of \$3 million associated with the temporary relocation of the police and court functions during renovation. The additional difference is attributed to some greater contingencies associated with the renovation.

Furthermore, the costs associated with the temporary police and court functions cannot be financed as part of a bond issue and would need to be paid from other municipal sources. So, the Village will need to source approximately \$3 million over an 18 month period to pay for relocation, and preparation and rental of temporary space, all of which represents an additional financial burden in the renovation scenario.

If the Village wishes to pursue a development plan which includes only police and court functions, NDC recommends pursuing the new construction scenario based upon the cost differential, and upon the ability to design a modern police and courts building that meets the programmatic needs as described by the user teams from the police and court systems.

Port Chester Police and Courts Complex  
 Conceptual Estimate  
 3-Sep-15

<u>Description</u>	<u>New Construction</u>	<u>Renovation</u>	<u>Notes</u>
Acquisition	\$ 2,500,000	\$ 2,500,000	Steilmann Site
Construction	\$ 15,458,737	\$ 18,748,933	Includes temporary build out and rental
Design Fee	\$ 966,171	\$ 1,171,808	6.25% of Construction
Design Contingency	\$ 927,524	\$ 1,124,936	6.00% of Construction
Soft Costs	\$ 3,004,155	\$ 3,497,370	Professional Services, FF&E, Legal, Insurance
Capitalized Interest	\$ 1,775,000	\$ 1,900,000	
Underwriter's Discount	\$ 492,632	\$ 578,861	
<b>Total</b>	<b>\$ 25,124,219</b>	<b>\$ 29,521,908</b>	

## 2015 Program Summary

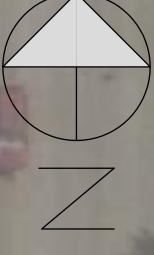
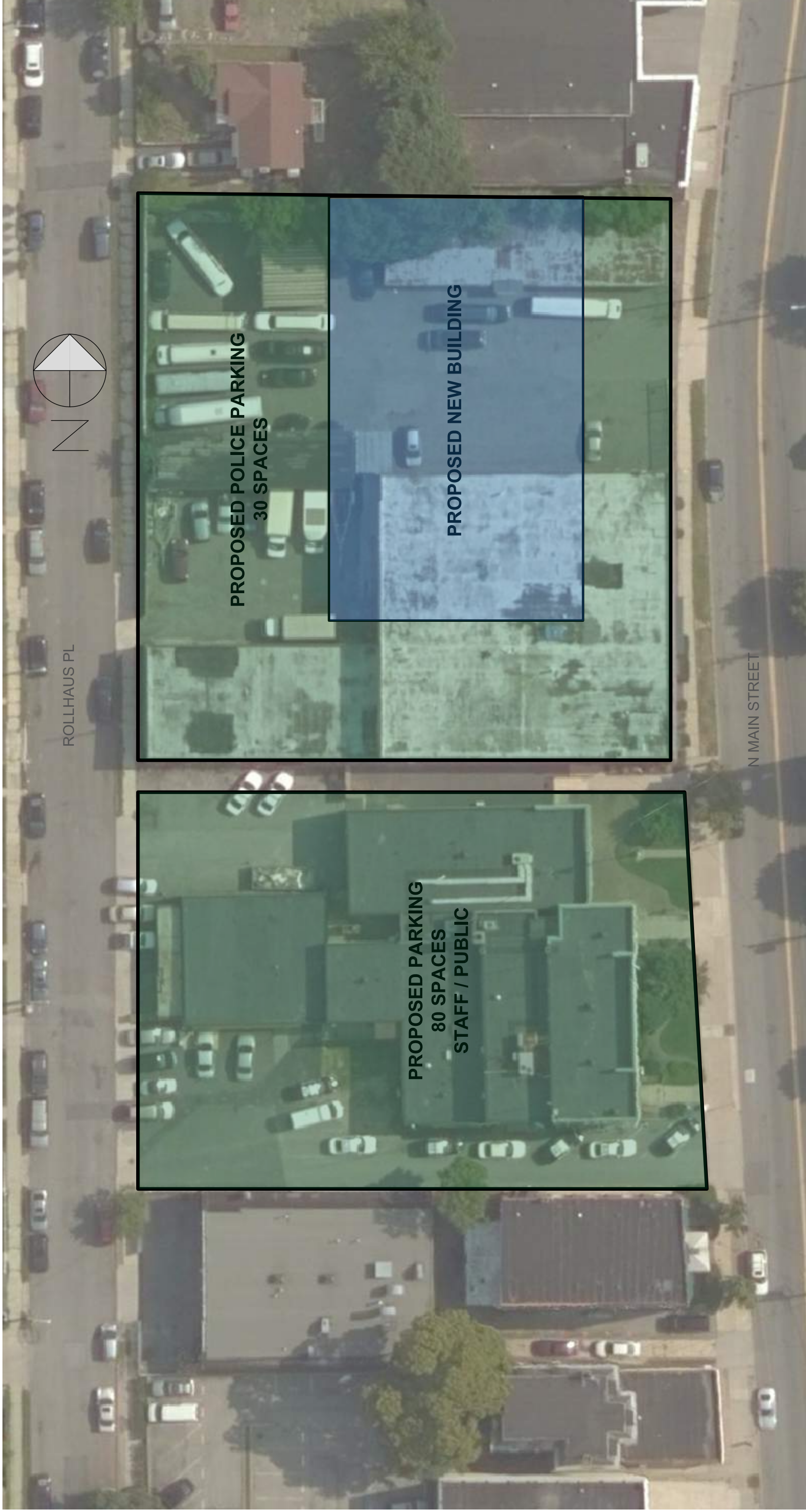
SUMMARY PROGRAM - PROJECT TOTALS			
	NET	Bldg. Gross	
Court Facilities	8,656	13,936	
Police Department	17,452	27,094	
Shared Resources	1,830	2,525	
<b>Subtotal Net</b>	<b>27,938</b>		<b>43,556</b>
<b>TOTAL BUILDING GROSS</b>			

## 2014 Program Summary

PROJECT TOTALS			
Municipal Offices	16,510	25,763	29,627
Court Facilities	6,318	8,845	10,172
Police Department	15,242	20,577	23,663
<b>Subtotal</b>	<b>38,070</b>		
<b>Subtotal</b>		<b>55,185</b>	
<b>TOTAL BUILDING GROSS</b>			
			<b>63,463</b> (PCPD exterior program excluded)

# NEW BUILDING - SITE USE

SEPTEMBER 8, 2015



ROLLHAUS PL

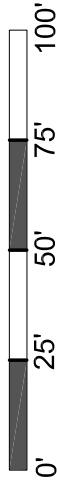
N MAIN STREET

POLICE / COURT COMPLEX  
VILLAGE OF PORT CHESTER, NEW YORK  
NEW BUILDING - SITE USE

ADDRESS:

350 - 346 NORTH MAIN STREET

SCALE:

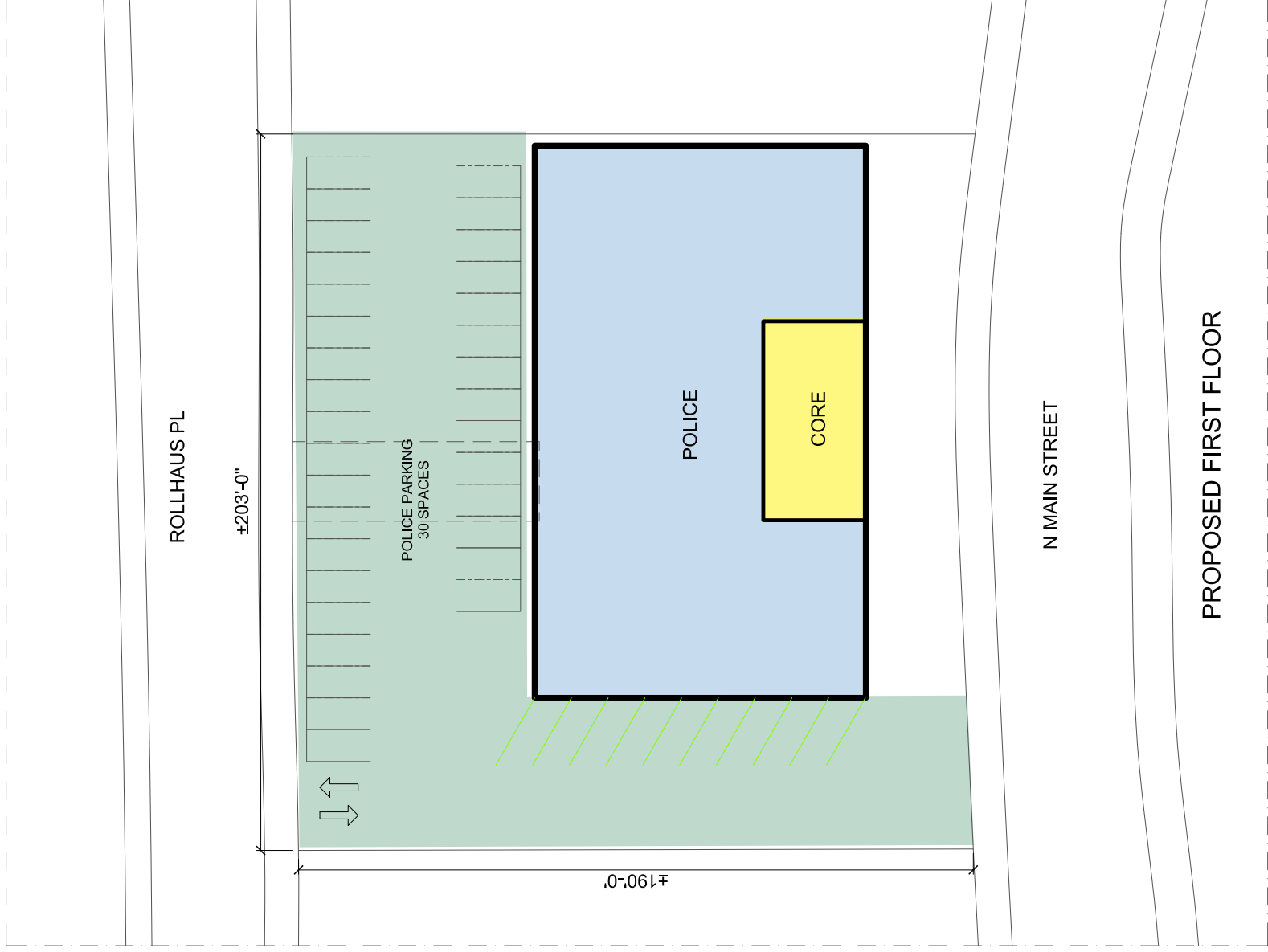


Architectural Consultant:



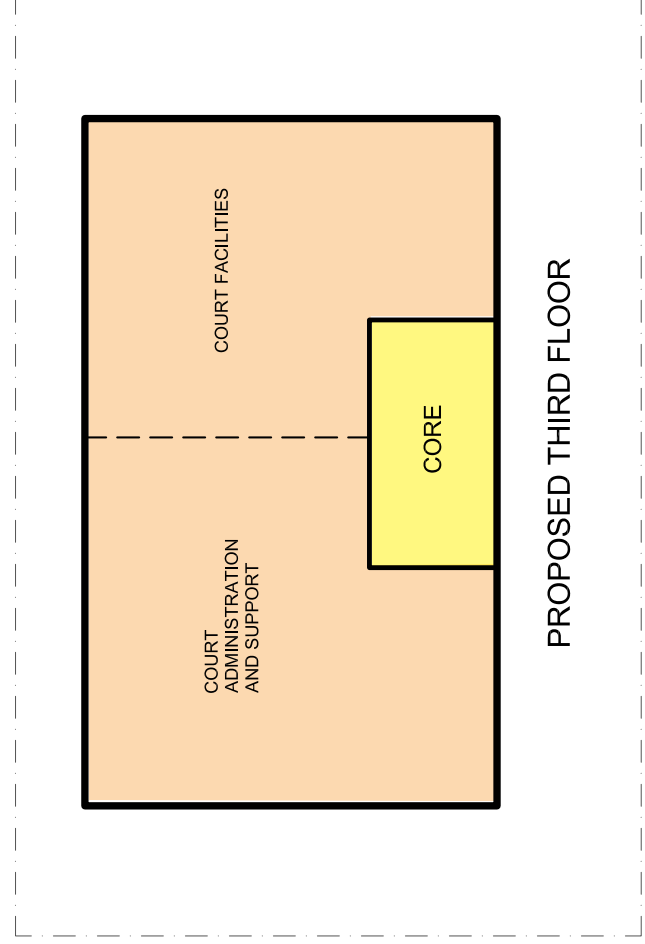
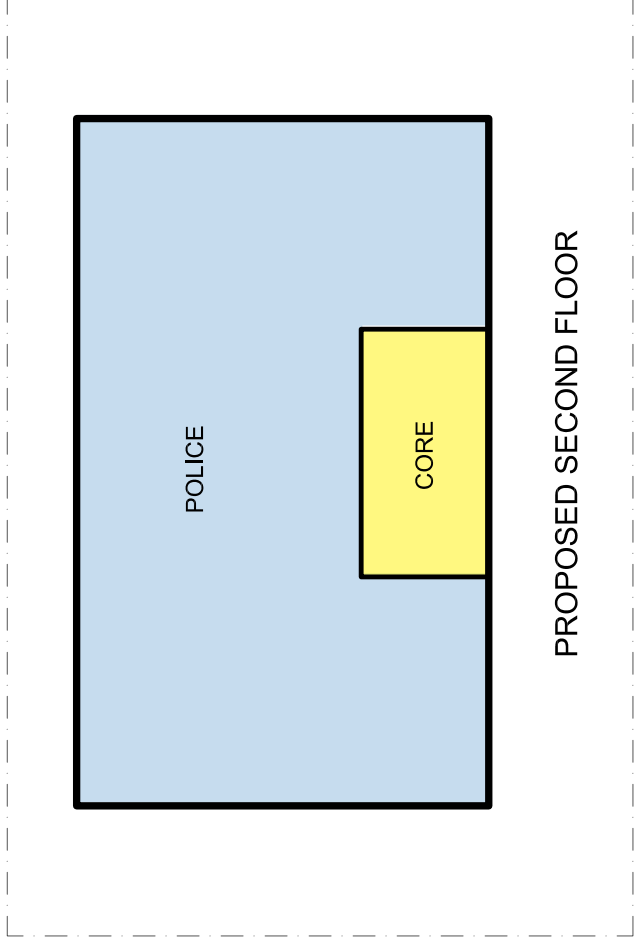
# PROPOSED NEW BUILDING

SEPTEMBER 8, 2015



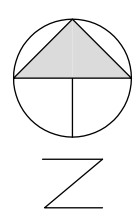
## PROGRAM LEGEND

- COURT
- POLICE
- SHARED RESOURCES
- VEHICLE ACCESS AND PARKING



### NEW BUILDING SUMMARY

NEW BUILDING	43,600 GSF
PROPOSED PROGRAM GSF	43,600 GSF
ON-SITE PARKING	30 SPACES
ADJACENT PARKING	80 SPACES
TOTAL PARKING	110 SPACE



POLICE / COURT COMPLEX  
 VILLAGE OF PORT CHESTER, NEW YORK  
 PROPOSED NEW BUILDING PLAN

ADDRESS: 346 NORTH MAIN STREET

SCALE: 0' 25' 50' 75' 100'

Architectural Consultant:

225 Park Avenue South  
 New York, NY 10003



# PROPOSED ADDITION / RENOVATION - SITE USE

SEPTEMBER 8, 2015

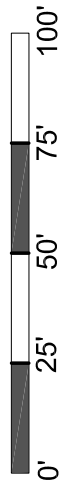


POLICE / COURT COMPLEX  
VILLAGE OF PORT CHESTER, NEW YORK  
PROPOSED ADDITION / RENOVATION - SITE USE

ADDRESS:

350 - 346 NORTH MAIN STREET

SCALE:

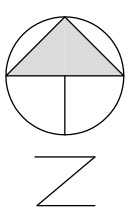


Architectural Consultant:

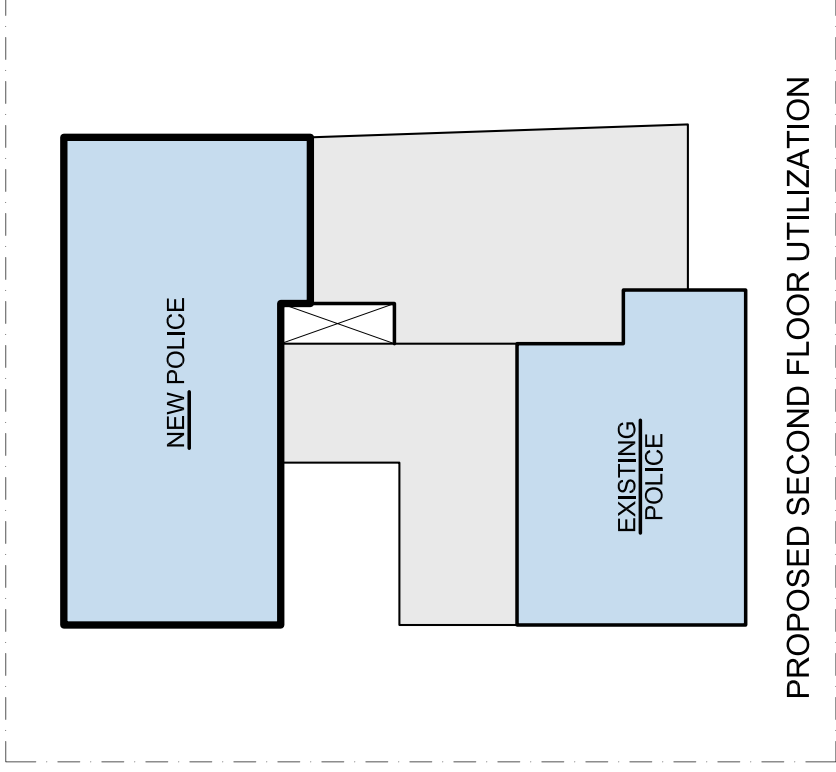


# PROPOSED ADDITION/ RENOVATION

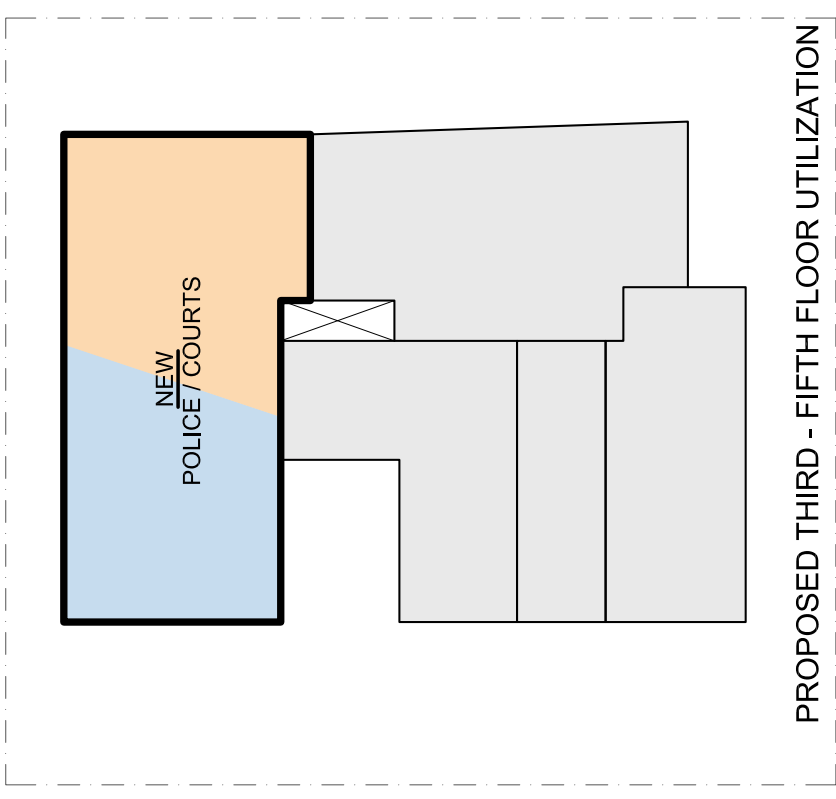
SEPTEMBER 8, 2015



PROPOSED FIRST FLOOR UTILIZATION



PROPOSED SECOND FLOOR UTILIZATION



PROPOSED THIRD - FIFTH FLOOR UTILIZATION

PROGRAM LEGEND

- COURT
- POLICE
- SHARED RESOURCES
- VEHICLE ACCESS AND PARKING
- ROOF

EXISTING BUILDING AND ADDITION SUMMARY

APPROXIMATE EXISTING BUILDING W/O BASEMENT	17,000 GSF
APPROXIMATE PROPOSED DEMOLITION OF GARAGE	-2,200 GSF
APPROXIMATE PROPOSED FIVE STORY ADDITION	28,800 GSF
APPROXIMATE TOTAL AVAILABLE GSF W/O BASEMENT	43,600 GSF
PROPOSED PROGRAM GSF	43,600 GSF
ON-SITE PARKING	0 SPACES
ADJACENT SITE PARKING	110 SPACES

POLICE / COURT COMPLEX  
VILLAGE OF PORT CHESTER, NEW YORK

PROPOSED PLAN

ADDRESS:

350 NORTH MAIN STREET

SCALE:



Architectural Consultant:



225 Park Avenue South  
New York, NY 10003

2



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Office of the Village Manager

**BOT Meeting Date:** 9/8/2015

**Item Type:** Presentation

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

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

**Establishing a One-Way Street on Parkway Drive**

**Summary**

**Background:**

The Port Chester Traffic Commission, having received correspondence regarding poor visibility and dangerous conditions at the intersection of Parkway Drive and Putnam Avenue, as well as the concerns of the Fire and Police Departments in regards to public safety during peak use of Lyons Park is requesting a trial period for an adjustment to the traffic pattern on Parkway Drive. The adjustment would designate the street as a one way street traveling westbound from Putnam Avenue to King Street.

**Proposed Action:**

Adopt the Add-on Resolution

Attachments
Traffic Commission Resolution Proposal Presentation Resolution

ESTABLISHING A ONE-WAY STREET ON PARKWAY DRIVE

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, parking regulations currently allow for two directions of traffic on Parkway Drive; and

WHEREAS, complaints have been made as to dangerous conditions with drivers making unsafe turns onto Putnam Avenue from Parkway Drive; and

WHEREAS, Emergency Services staff have warned of the inability to operate emergency vehicles on Parkway Drive during periods of peak activity at Lyon Park; and

WHEREAS, the Traffic Commission has investigated this matter and recommends that the eastbound lane of traffic on Parkway Drive be eliminated as a means to remedy these conditions. Now, therefore, be it

RESOLVED, that the Code of the Village of Port Chester, Chapter 319, Vehicles and Traffic, Schedule IV, Section 319-65, is hereby amended to read as follows:

Section 319-65 One Way Streets

In accordance with the Provisions of 319-8, the following described streets or parts of streets are designated as one way streets in the direction indicated:

Name of Street	Direction	Location
(add)		
...		
Parkway Drive	West	Putnam Avenue to King Street
...		

and be it further

RESOLVED, that the Code of the Village of Port Chester, Chapter 319, Vehicles and Traffic, Schedule IV, Section 319-74, is hereby amended to read as follows:

Section 319-76 Schedule XIII: No Parking or Standing at Any Times.

In accordance with the Provisions of 319-20, the parking or standing of vehicles is prohibited at all times in the following locations:

Name of Street	Side	Location
(add)		
...		
Parkway Drive	West	30 Feet from the crosswalk at Pine Place
Parkway Drive	East	30 Feet from the crosswalk at Pine Place
...		

and be it further

RESOLVED, that this resolution shall be effective upon the direction of the Village Manager implementing same.

Approved as to Form:

\_\_\_\_\_  
Anthony M. Cerreto, Village Attorney

**Parkway  
Drive  
Proposed:  
One-way  
from Putnam  
to King  
Westbound  
No parking  
within 30  
feet of Pine  
Pl**



**TRAFFIC COMMISSION**  
**Village of Port Chester, New York**

June 26, 2015

Mayor Pilla and the Board of Trustees  
Village of Port Chester

Dear Mayor Pilla and the Board of Trustees:

At the Traffic Commission meeting held June 23, 2015, the Commission discussed the traffic problems on Parkway Drive which intensify in the spring and summer months.

Every year we receive complaints about Parkway Drive being very hard to travel especially during events. At the widest point it is only 30.5 ft wide with parking on both sides and two travel lanes. Often traffic gets so congested vehicles are forced to back up a great deal for traffic to correct itself. These actions create an unsafe condition for both vehicles and pedestrians. A normal lane width should be approximately 10-11 ft wide. Having two way traffic also creates a problem for pedestrians, many who are children, attempting to cross the street.

The Commission recommends changing Parkway Drive to a one-way street from Putnam Ave Westbound to King Street for a 30-60 day trial period to test the new traffic pattern before deciding on a permanent change. Signage for the trial period has been set aside in anticipation of your approval.

The trial period will allow the traffic commission as well as the board to gather information as to the impact of vehicular and pedestrian traffic as well as the impact of the traffic pattern changes to the neighborhood.

We appreciate your attention to this matter.

Sincerely,

*Joseph Gianfrancesco*

Joseph Gianfrancesco  
Chairman



# RESOLUTIONS

1



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Office of the Village Attorney

**BOT Meeting Date:** 9/8/2015

**Item Type:** Resolution

**Sponsor's Name:** Anthony (Tony) Cerreto, Village Attorney

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

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

SETTING PUBLIC HEARING TO CONSIDER A LOCAL LAW REGULATING TOWING AND BOOTING

**Summary**

**Background:**

Some few months ago, the Board of Trustees held a public hearing on a proposed local law that would regulate towing and booting.

The impetus was the many complaints about towers and booters received by the Police Department over the past several years.

Based on comment from the public and industry stakeholders, the Board has found that some changes should be made to the proposed law.

With the changes made by the Village Attorney, the Board may advance the local law to a public hearing.

<b>Proposed Action</b>
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That the Board of Trustees adopt the Resolution

<b>Attachments</b>
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Draft proposed local law
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SET PUBLIC HEARING TO AMEND THE CODE OF THE VILLAGE OF PORT  
CHESTER TO REGULATE TOWING AND BOOTING

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

RESOLVED, that the Board of Trustees sets a public hearing to be held on October \_\_\_\_, 2015 at 7:00pm at the Village Justice Court Courtroom, 350 North Main Street, 2<sup>nd</sup> Floor, Port Chester, New York to consider the advisability of adopting a local law to amend the Code of the Village of Port Chester, by adding a new chapter, previously reserved, Chapter 302, Towing and Booting.

Approved as to Form:

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Village Attorney, Anthony Cerreto

Be it enacted by the Board of Trustees of the Village of Port Chester New York, as follows:

**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 Unauthorized Vehicles on private parking lots in the Village of Port Chester. It is hereby declared and found that the towing and booting of Unauthorized 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, maintain the rights of private owners to manage and operate their property, and to protect 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 towing and booting of Unauthorized 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, maintain the rights of private owners to manage and operate their property, and to protect 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(ING)

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

Any person 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 or leased 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 preceding 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 Privately Owned 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. .

## 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 Vehicle without the consent of the Vehicle's owner or operator, as authorized by this chapter, when the 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.

## VEHICLE

Automobiles, trucks and trailers of any kind.

### **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 ten (10) 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 Property 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 Privately Owned 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 the Property Owner for the right to engage in booting and towing from the Property Owner's Privately Owned 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) If the Property Owner elects to designate the Applicant/Licensee as his agent to authorize the Licensee to boot and or engage in trespass towing without individualized direct requests, such relationship must be disclosed in the contract.

(xi) 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 by the Licensee, and any attempt to transfer or assign, shall render such license void.

**Section 302-10 Informational Signs.**

A. No Property Owner of Privately Owned Property shall tow or boot, or cause to be towed or booted any 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 minimum dimensions of twenty-four inches by twenty-four inches. 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 or employees 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.
- (b) A statement containing a warning that unauthorized vehicles are subject to be towed or booted at the vehicle owner's expense.
- (c) The towing/booting and/or storage fee to be charged, which shall not exceed the fee amount authorized by the County of Westchester.
- (d) 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.

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. All informational signs, prior to their installation, and any changes made to the informational signs during the term of the license must be approved by 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 prescribed by this chapter.

B. No vehicle shall be towed, nor shall any Licensee engage in trespass towing, without the direction and/or authorization of the Property Owner, lessee, or agent. Such authorization shall be documented and a written entry on a form prescribed by Police Department shall be made prior to towing said Vehicle. 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 week to the Chief of Police or his representative each Monday, or in the event of a holiday, the first business day of the week. 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. Such notification shall be made to the Police Department in the manner in which prescribed in the rules and regulations accompanying this section of the Village Code.

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 of 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 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, and removes the unauthorized vehicle from the Privately Owned Property, 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 prescribed by this chapter.

B. No vehicle shall be booted or immobilized without the direction and/or authorization of the Property Owner, lessee, or agent. Such authorization shall be documented, and a written entry on a form prescribed by Police Department shall be made prior to the vehicle being booted. 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 week to the Chief of Police or his representative each Monday, or in the event of a holiday, the first business day of the week. 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. Such notification shall be made to the Police Department in the manner in which prescribed in the rules and regulations accompanying this section of the Village Code.

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 more than \$500 for the first violation \$1,000 for the second violation and \$1,500 for each violation thereafter per violation. 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 law shall be subject to referral to the Westchester County Department of Consumer Protection.

D. All Vehicle Owners shall have the right to bring a civil action in a court of competent jurisdiction to enforce sections 302-3, 302-11, & 302-12, to enforce against a booter, tow truck driver, and/or property owner

#### 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.

2



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Office of the Village Attorney

**BOT Meeting Date:** 9/8/2015

**Item Type:** Resolution

**Sponsor's Name:** Anthony (Tony) Cerreto, Village Attorney

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

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

SETTING A PUBLIC HEARING TO CONSIDER THE ADVISABILITY OF ADOPTING A LOCAL LAW AMENDING THE CODE OF ETHICS WITH REGARD TO DEFINITIONS, GIFTS AND NEPOTISM

**Summary**

**Background:**

The Board of Ethics is charged with providing advisory opinions to Village officers and employees to provide guidance on ethical issues. It also has the function of proposing amendments to the Code of Ethics for consideration by the Board of Trustees.

The Board of Ethics has been meeting over the past several months to identify recommended amendment to the Code. Two areas have been identified: gifts and nepotism.

At their request, I prepared a draft local law incorporating the proposed amendments, including replacing the existing definition of "Interest" with clearer language and accommodate the nepotism provisions.

The Board of Ethics is continuing their work reviewing the entire Code of Ethics. Consider this an interim work product to demonstrate progress and accomplishment.

At your last meeting, the Chair and members of the Board of Ethics attended and made a presentation with regard to the recommended amendments. There was some public comment about gifts to family members to circumvent the gift restrictions. The Board was favorably disposed to advancing the matter to a public hearing.

At its August 26, 2015 meeting, the Board recommended that the draft local law be revised to incorporate the public comment which has been done.

<b>Proposed Action</b>
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That the Board of Trustees adopt the Resolution

<b>Attachments</b>
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Proposed Local Law
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SETTING A PUBLIC HEARING TO CONSIDER THE ADVISABILITY OF ADOPTING A LOCAL LAW TO AMEND THE CODE OF THE VILLAGE OF PORT CHESTER, CHAPTER 53. ETHICS, WITH REGARD TO DEFINITIONS, GIFTS AND NEPOTISM

On motion of TRUSTEE \_\_\_\_\_, seconded by TRUSTEE \_\_\_\_\_

\_\_\_\_\_, the following resolution was adopted by the Board of Trustees of the Village of Port Chester, New York:

RESOLVED, that the Board of Trustees hereby sets a public hearing on October \_\_\_\_\_, 2015 at 7:00 p.m., or as soon thereafter, at the Police Headquarters/Justice Court Courtroom, 350 North Main Street, Port Chester, to consider the advisability of adopting a local law to amend the Code of the Village of Port Chester, Chapter 53, Ethics, with regard to definitions, gifts and nepotism.

Approved as to Form:

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Anthony M. Cerreto, Village Attorney

**Village of Port Chester, New York**

**Local Law No. I-\_\_ of the year 2015**

A LOCAL LAW AMENDING THE CODE OF THE VILLAGE OF PORT CHESTER, CHAPTER 53, "ETHICS", WITH REGARD TO DEFINITIONS, GIFTS AND NEPOTISM

**Be it enacted by the Board of Trustees of the Village of Port Chester, New York**

A LOCAL LAW AMENDING THE CODE OF THE VILLAGE OF PORT CHESTER, CHAPTER 53, "ETHICS", WITH REGARD TO DEFINITIONS, GIFTS AND NEPOTISM

SECTION 1: Purpose and Intent

Article 18 of the General Municipal Law prohibits municipal officers and employees from having certain conflicts of interest. Section 806 of the General Municipal Law requires the governing body of each local government to adopt a code of ethics that sets forth standards of conduct as guidance for their officers and employees. In 1968, the Village of Port Chester adopted a Code of Ethics which also established a Board of Ethics whose charge is to provide advisory opinions to Village officers and employees to assist them on ethical issues. In addition, the Board of Ethics is empowered to make recommendations as to any amendments to the Code to the Board of Trustees.

Recognizing that the Code of Ethics may be in need of up-date, the Board of Ethics has been regularly meeting and identifying discrete subject-matters for discussion, receiving input from the Village Manager and other Village staff, and arriving at a consensus with regard to proposed changes to the Code of Ethics. The Board of Ethics has been informed by recently-enacted local laws in other municipalities and the Model Code of Ethics for Local Governments promulgated by the State Office of the Comptroller. The Board of Ethics is continuing its work and will make further recommendation to the Board of Trustees in the regular course.

The purpose and intent of this local law is to further the goals of the Code of Ethics as originally enacted by providing for new provisions on the subjects of gifts and nepotism and more clearly defining the term "interest".

SECTION 2: The Code of the Village of Port Chester, Chapter 53, Section 53-5, is hereby repealed and new provisions are adopted in its place and stead to read as follows:

A. No municipal officer or employee shall directly or indirectly solicit, accept or receive a gift in violation of Section 805-a (1) (a) of the General Municipal Law of the State of New York ("GML") as interpreted in this section.

B. No municipal officer or employee may directly or indirectly solicit any gift.

C. No municipal officer or employee may, directly or indirectly, accept or receive any gift, or multiple gifts from the same donor, having an annual aggregate value of seventy-five (\$75) dollars or more when:

- (1) The gift reasonably appears to be intended to influence the officer or employee in the exercise or performance of his or her powers or duties; or
- (2) The gift could reasonably be expected to influence the officer or employee in the exercise or performance of his or her official powers or duties; or
- (3) The gift reasonably appears to be intended to be a reward for any official action on the part of the officer or employee; or
- (4) The gift is made to a relative with the reasonable appearance that such gift is intended to influence or reward the municipal officer or employee in his/her official powers or duties

D. For purposes of this section, "gift" includes anything of value, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form. The value of a gift is the gift's fair market value, determined by the retail cost of the item or a comparable item. The fair market value of a ticket entitling the holder to food, refreshments, entertainment, or any other benefit is the face value of the ticket, or the actual cost to the donor, whichever is greater. The determination of whether multiple gifts from a single donor exceed seventy-five (\$75) dollars shall be made by adding together the value of all gifts received from the donor by an officer or employee during the twelve-month period preceding the receipt of the most recent gift.

E. A gift to a municipal officer or employee is presumed to influence the exercise or performance of his or her official powers or duties when the gift is from a private person or organization that seeks municipal action involving the exercise of discretion by or with the participation of the officer or employee.

F. A gift to a municipal officer or employee is presumed to be intended as a reward for official action when the gift is from a private person or organization that has obtained municipal action involving the exercise of discretion by or with the participation of the officer or employee during the preceding twelve (12) months.

G. This section does not prohibit the following:

- (1) Gifts made to the Village of Port Chester
- (2) Gifts from a person with a family or personal relationship with the officer or employee when the circumstances make it clear that the personal relationship, rather than the recipient's status as a municipal officer or employee, is the primary motivating factor for the gift.
- (3) Gifts given on special occasions, such as marriage, illness, or retirement, which are modest, reasonable and customary.
- (4) Unsolicited advertising or promotional material of little intrinsic value, such as pens, pencils, note pads and calendars.



(5) Awards and plaques having a value of seventy-five (\$75) dollars or less which are publicly presented in recognition of service as a municipal officer or employee, or other service to the community.

(6) Meals and refreshments provided when a municipal officer or employee is a speaker or participant at a job-related professional educational conference or program and the meals and refreshments are made available to all participants.

(7) Gifts between officers and employees on special occasions, such as birthdays or seasonal holidays.

SECTION 3: The Code of the Village of Port Chester, Chapter 53, Section 53-15 “Definitions”, is hereby amended as follows: ....

#### INTEREST

[Includes, without limitation, any right, title, share or participation in anything or in any advantage, profit or benefit, whether such right, title, share or participation be direct or indirect, legal or beneficial, contingent or vested, financial or otherwise, as owner, partner, stockholder, mortgagee, creditor, broker, agent or in any other capacity, but shall not include an interest in any corporation listed on any security exchange, subject to the regulations of the Security Exchange Commission. For the purpose of this chapter, a municipal officer or employee shall be deemed to have an interest in the contract of his spouse, minor children and dependents, except a contract of employment with the municipality which such officer or employee serves; a firm, a partnership or association of such officer or employee is a member or employee; a corporation of which such officer or employee is an officer, director or employee; and a corporation any stock of which is owned or controlled directly or indirectly by such officer or employee.]

A direct or indirect financial or material benefit, but does not include any benefit arising from the provision or receipt of any services generally available to the residents or taxpayers of the Village, or a lawful class of such residents or taxpayers. A municipal officer or employee is deemed to have an interest in any entity when he or she, his or her spouse or domestic partner or a member of his or her household is an owner, shareholder, partner, member, director, officer or employee or directly or indirectly owns or controls more than five (5) percent of the organization’s outstanding stock or membership interest.

#### RELATIVE

A spouse, domestic partner, parent, step-parent, sibling, step-sibling, sibling’s spouse or domestic partner, child, step-child, uncle, aunt, nephew, niece, first cousin, or household member of an officer or employee, and individuals having any of these relationships to the spouse or domestic partner of the officer or employee.

...

SECTION 4: The Code of the Village of Port Chester, Chapter 53, is hereby amended by adding a new section, Section 53-17, to read as follows:

Section 53-17. Nepotism.

Except as otherwise required by law:

A. No officer or employee, either individually or as a member of an agency, may participate in any decision specifically to appoint, hire, promote, discipline or discharge a relative for any position at, for or within an agency.

B. No officer or employee may supervise a relative in the performance of the relative's official powers or duties unless authorized by the respective appointing authority.

#### SECTION 5: Severability

If any provision of this local law is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions shall continue in full force and effect.

#### SECTION 6: Effective Date

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

Deleted material being in brackets [... ] and added material being underlined:

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VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Office of the Village Manager  
**Department:** Planning and Development Department

**BOT Meeting Date:** 9/8/2015

**Item Type:** Resolution to set a public hearing

<b>Sponsor's Name:</b>	Christopher Ameigh, Admin. Assistant to the Village Manager
<b>Sponsor's Name:</b>	Jesica Youngblood, Village Planner

Description	Yes	No	Description	Yes	No
Fiscal Impact	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Hearing Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Funding Source:			BID #		
Account #:			<b>Strategic Plan Priority Area</b>		
			Community Development		
	<b>Yes</b>	<b>No</b>			
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Manager Priorities</b>		
Strategic Plan Related	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Planning & Zoning		

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

Community Development Block Group (CDBG) Strategic Plan

**Summary**

Program Overview:

The New York State Office of Community Renewal (OCR) will fund up to \$4.1M distributed to eligible Westchester County municipalities with fewer than 50,000 residents that meet household income eligibility levels. Funding is available among four categories: public facilities, public infrastructure, housing rehabilitation, and economic development. Specific funding eligibility details are available at: <http://www.nyshcr.org/Programs/NYS-CDBG/ProgramGuidelines.htm>. Application

materials are due October 23, 2015. The program also requires a municipality to hold a public hearing notifying intent for application submission and public response. A resolution to notify intent and hold a public hearing is provided in Board packets.

Note:

This program is separate and apart from the Westchester County CDBG program from which Port Chester and other Westchester communities have been denied funding for previous funding cycles due to the current HUD affordable housing lawsuit brought against the County.

Project Progress:

On August 17, 2015 Staff presented an overview of the program and requested project proposals from the Board. Staff discussed these submitted proposals as well as staff proposals with the Office of Community Renewal's Assistant Director and received feedback regarding eligibility per the governing regulations of the New York State CDBG Program per 24 CFR Part 570 and, specifically, Subpart 1 of 24 CFR 57. These regulations establish strict criteria proposals must meet that directly provide benefit to low- and moderate-income persons.

According to Assistant Director Peter Harckham, Port Chester's most eligible projects satisfy the public infrastructure and public facilities programs, including a new senior center bus, sewer infrastructure, sidewalk repairs, ADA accessible facilities at the marina integrated into the current bulkhead project, and fire station apron replacements. The Assistant Director also stated that Port Chester should consider establishing partnerships with non-profits whose focus would establish and administer projects under the housing rehabilitation and economic development programs as these programs require full-time staff, resources, and training for successful execution.

Assistant Director Harckham also explained that the time of release for the State's CDBG grant program coincided with the State's Consolidated Funding Application (CFA) grant program. The State intended the overlap not to cause conflict because the CDBG program is designed for communities who can demonstrate project-readiness and do not require funding for feasibility/planning studies (supported only by CFA grants). The Village submitted \$5.15M in CFA requests for waterfront improvements, a multi-modal transportation master plan, and promotional considerations for further economic development.

Next Steps:

Based upon OCR's responses, staff requests immediate Board recommendation for a top-3 ranking of priority projects for submission. Staff will attend a follow-up work session on Sept. 10<sup>th</sup> and discuss these top 3 priority projects with OCR representatives.

<b>Attachments</b>
Resolution.

## RESOLUTION

### VILLAGE OF PORT CHESTER SEEKING FUNDING FROM THE NEW YORK STATE OFFICE OF COMMUNITY RENEWAL FOR COMMUNITY DEVELOPMENT BLOCK GROUP GRANTS

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

**WHEREAS**, New York State Office of Community Renewal administers Community Development Block Group (CDBG) funding to provide eligible communities with an opportunity to undertake community development activities; and

**WHEREAS**, the 2015 fiscal year will provide up to \$4.1 million dollars in CDBG funding distributed to eligible Westchester County communities awarded through a competitive grant application process terminating on October 23, 2015. The application maximum for economic development is \$1.05 million dollars; the application maximum for housing rehabilitation is \$500,000 dollars; the application maximum for public infrastructure is \$400,000; and the application maximum for public facilities is \$750,000; and

**WHEREAS**, the Village of Port Chester meets the eligibility criteria for a non-entitlement, low- and moderate-income community with a population of less than 50,000 and a per capita median income less than \$50,150; and

**WHEREAS**, CDBG regulations require a public hearing affording all interested persons the opportunity to be heard prior to the submission of an application for funding. Now therefore be it

**RESOLVED**, that the Village Board of Trustees hereby supports application for eligible projects that demonstrate and meet the objectives specifically required by CDBG funding regulations which seek to improve the Port Chester community; and

**BE IT FURTHER RESOLVED**, that the Board of Trustees hereby schedules a public hearing on September 21, 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 whereby persons will be afforded the opportunity to express views on community development and the proposed applications.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE: September 8, 2015

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

**AGENDA MEMO**

**Department:** Office of the Village Attorney

**BOT Meeting Date:** 9/8/2015

**Item Type:** Resolution

**Sponsor's Name:** Anthony (Tony) Cerreto, Village Attorney

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

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

REQUESTING THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN  
 DEVELOPMENT TO PROVIDE EXPLANATION FOR APPROVED COMMUNITY  
 DEVELOPMENT BLOCK GRANT FUNDING ALLOCATED TO THE VILLAGE OF PORT  
 CHESTER

**Summary**

**Background:**

As a consequence of the litigation between Westchester County over its implementation of the affordable housing settlement, the U.S. Department of Housing and Development reallocated CDBG funding allocated to the Village to other jurisdictions for the period 2011 through 2014.

Although the Village may be eligible to make application for CDBG funding outside of the former Westchester Urban County Consortium on a going-forward basis, HUD made

the determination to reallocate the funds without giving the Village notice and opportunity to be heard with regard to same.

After introduction by Trustee Adams, the Board has asked for a resolution that would request that HUD provide an explanation as to the reallocation.

<b>Proposed Action</b>
------------------------

That the Board of Trustees adopt the Resolution

<b>Attachments</b>

REQUESTING THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT TO PROVIDE EXPLANATION FOR APPROVED COMMUNITY  
DEVELOPMENT BLOCK GRANT FUNDING ALLOCATED TO THE VILLAGE OF PORT  
CHESTER

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

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

WHEREAS, through the Consortium, the Village was one of the largest recipients of  
CDBG funding in the County; and

WHEREAS, Westchester County has been in litigation over its' implementation of the  
affordable housing settlement in the matter of *United States of America ex rel. Anti-Discrimination  
Center of Metro New York, Inc., v. Westchester County, New York; and*

WHEREAS, as a result of the impasse presented by this litigation, communities in need  
and not-for-profits and local social services agencies aiding low and moderate income residents  
were denied previously allocated CDBG funding; and

WHEREAS, in 2011, the Urban County Council in Westchester County, which includes  
representatives from each of the municipalities in the Consortium, had requested that the United  
States Department of Housing and Urban Development (HUD) resolve the impasse in an  
expeditious manner; and

WHEREAS, such impasse resulted in significant adverse impacts on the residents of the  
Village of Port Chester; and

WHEREAS, for 2011 through 2013, the Village of Port Chester and not-for-profits and  
local social service agencies were awarded \$1,673,750.00 in CDBG funds for vital social service  
programs and municipal infrastructure projects, related to homeless prevention; sidewalk, sewer,  
and streetscape improvements; and youth development, but these funds were subsequently  
reallocated to other jurisdictions; and

WHEREAS, in correspondence from the Deputy County Executive dated May 9, 2014, the  
County Executive determined that the County should forgo participating in a new qualification  
period for future CDBG funding; and

WHEREAS, although a substantial recipient of CDBG funding from the inception of the  
program, the determination to reallocate the funding was made without affording the Village or  
community organizations notice and an opportunity to be heard. Now, therefore, be it

RESOLVED, that the Board of Trustees authorizes the Mayor to make written request on HUD Secretary Shaun Donovan to provide an explanation to the Village of Port Chester as to the reallocation of CDBG funds previously allocated to the Village for the period 2011 through 2014, and be it further

RESOLVED, that a copy of such correspondence and this resolution be provided to United States Senators Chuck Schumer and Kristen Gillibrand and Congresswoman Nita Lowey, County Executive Robert Astorino and County Legislator David Gelfarb.

Approved as to Form:

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Village Attorney  
Anthony Cerreto

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VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Office of the Village Manager

**BOT Meeting Date:** 9/3/2015

**Item Type:** Discussion Item

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

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

**Parking Prohibition at Certain Times in Brooksville Area**

**Summary**

**Background:**

The Port Chester Traffic Commission has proposed a change to the street cleaning regulations in the Brooksville area. The Department of Public Works supports these changes as a solution to ongoing street litter and snow removal challenges that they face. Police and Fire have raised no objections. The change would institute parking Prohibitions one day a week each on Locust Ave, Madison Ave, Orchard Ave, Riverdale Ave, Edison Pl, Read St between the hours of 8:30AM and 11:30 AM.

**Proposed Action**

Adopt add-on Resolution

**Attachments**

Traffic Commission Resolution  
 Staff Presentation of Proposal  
 Resolution

ESTABLISHING LIMITED PARKING REGULATIONS IN BROOKSVILLE AREA

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, complaints have been received from residents and staff regarding the poor state of cleanliness of streets in the Brooksville neighborhood; and

WHEREAS, there currently exists no time in which parking is prohibited on various side streets in this neighborhood to facilitate street cleaning or snow removal; and

WHEREAS, the Department of Public Works is therefore hampered in effectively performing these necessary operations; and

WHEREAS, the Traffic Commission has recommended that limited parking regulations be established for this neighborhood. Now, therefore, be it

RESOLVED, that the Code of the Village of Port Chester, Chapter 319, Vehicles and Traffic, Schedule IV, Section 319-65, is hereby amended to read as follows:

Section 319-76 Parking Prohibited Certain Times.

In accordance with the provisions of 319-22, the parking of vehicles is prohibited at the times and locations as follows:

<u>Name of Street</u>	<u>Side</u>	<u>Time</u>	<u>Location</u>
(add)Locust Avenue	East	Mon 8:30AM- 11:30AM	Rectory to Terrace
Locust Avenue	West	Tues 8:30AM- 11:30AM	Highland to Halstead
Madison Avenue	East	Tues 8:30AM- 11:30AM	Entire Length

<u>Name of Street</u>	<u>Side</u>	<u>Time</u>	<u>Location</u>
Orchard Street	West	Tues 8:30AM- 11:30AM	Entire Length
Riverdale Avenue	West	Tuesday 8:30AM- 11:30AM	Hillside to Connecticut
Edison Place	West	Tues 8:30AM- 11:30AM	Entire Length
Read Street	South	Tues 8:30AM- 11:30AM	Entire Length

and; be it further

RESOLVED, that this resolution shall be effective upon the direction of the Village Manager implementing same.

Approved as to Form:

\_\_\_\_\_  
Anthony M. Cerreto, Village Attorney



# Brooksville Street Cleaning and Snow Removal Regulations

- At the June 23, 2015 meeting of the Traffic Commission, street conditions in the Brooksville area were discussed. The following was concluded and resolved:
  - Street conditions in the area are poor compared to other neighborhoods.
  - Village staff cannot manage litter and conditions in snowy weather.
  - Street cleaning and snow removal in that area have been hindered by unlimited parking regulations.
  - Parking on regulations should be changed so that the DPW has access to clean those streets.
- The following areas would receive the following new regulations.

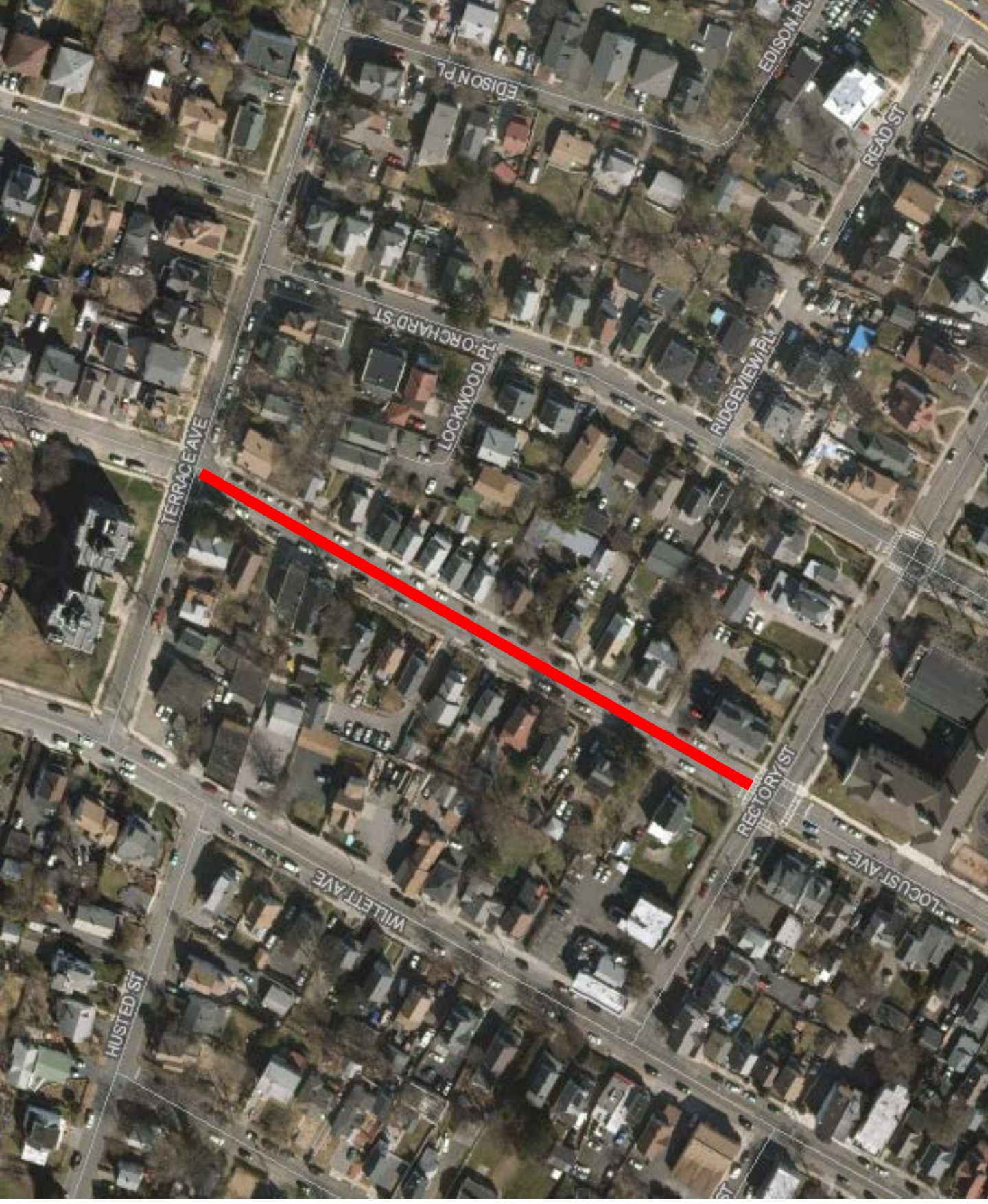
# Brooksville Area of Port Chester



**Locust Avenue:  
Rectory to  
Terrace**

**East Side**

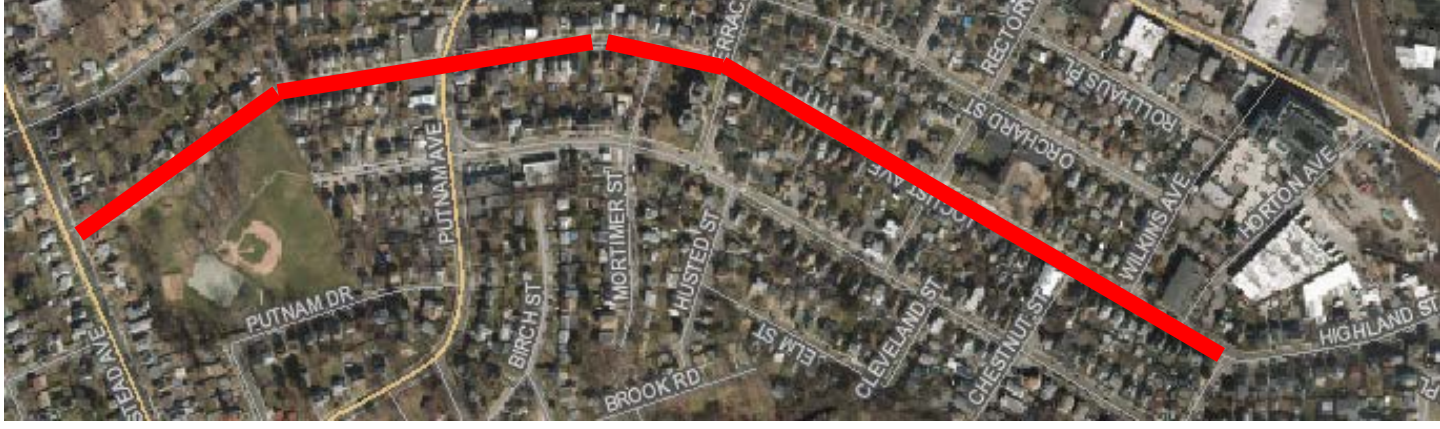
**No parking  
Monday 8:30 -  
11:30 a.m.**



**Locust Avenue:  
Highland to Halstead**

**West Side**

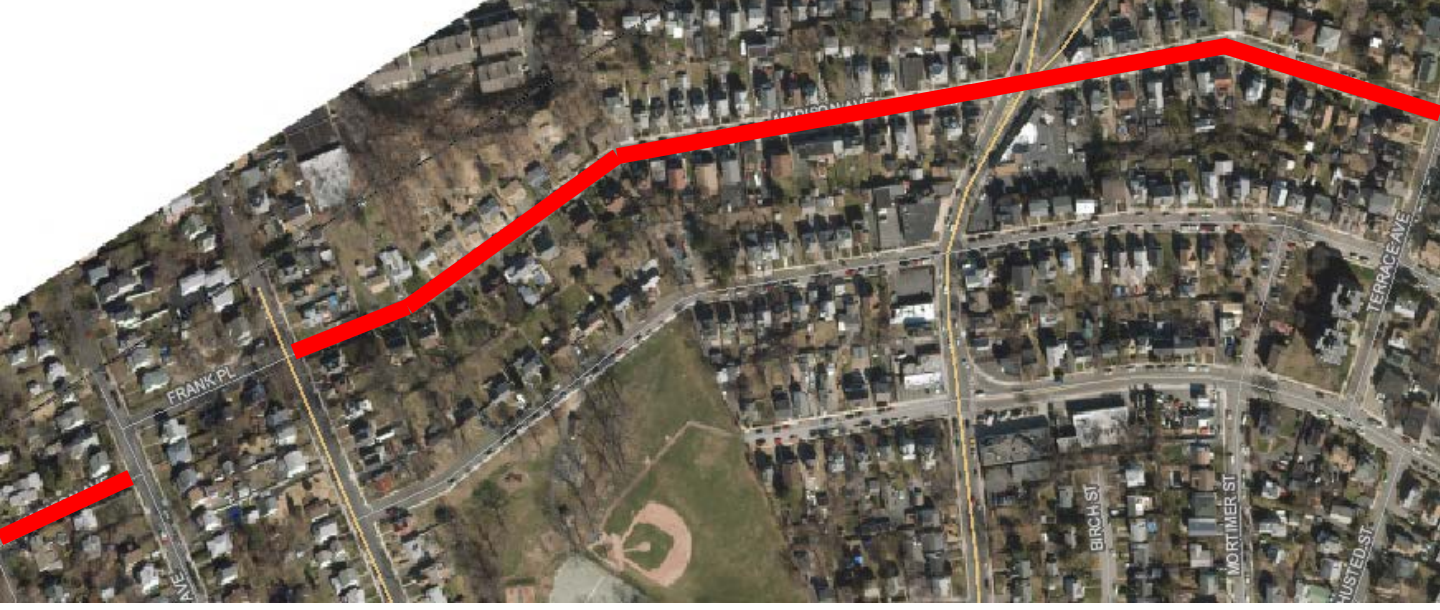
**No parking  
Tuesday 8:30 -  
11:30 a.m.**



**Madison Avenue:**  
Entire Length

East Side

No Parking  
Tuesday 8:30 -  
11:30 a.m.



Orchard Street:  
Entire Length

West Side

No Parking  
Tuesday 8:30 -  
11:30 a.m.



**Riverdale Avenue:  
Hillside Avenue to  
Connecticut Line**

**West Side**

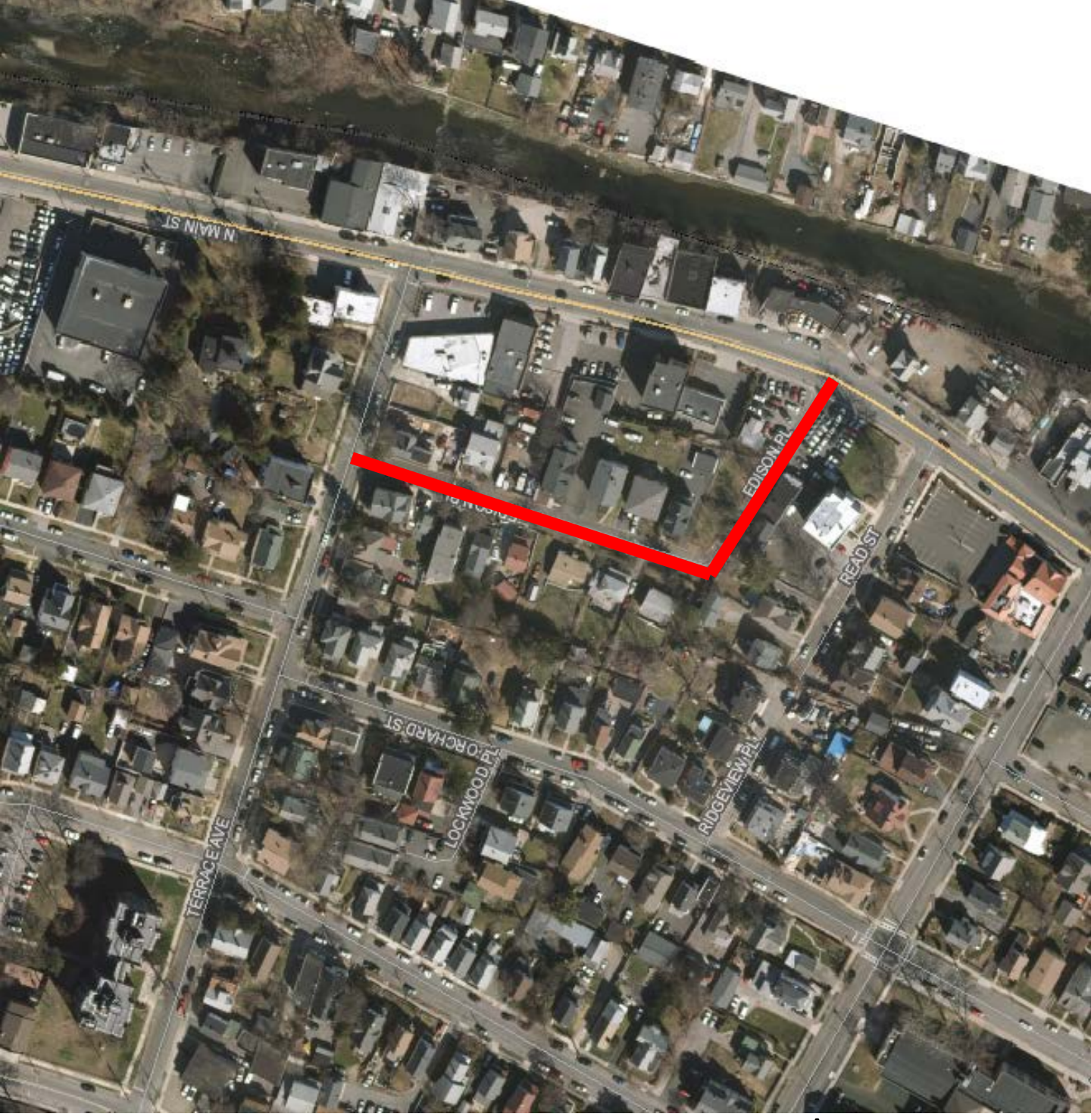
**No Parking  
Tuesday 8:30 -  
11:30 a.m.**



Edison Place:  
Entire Length

West Side

No Parking  
Tuesday 8:30 -  
11:30 a.m.

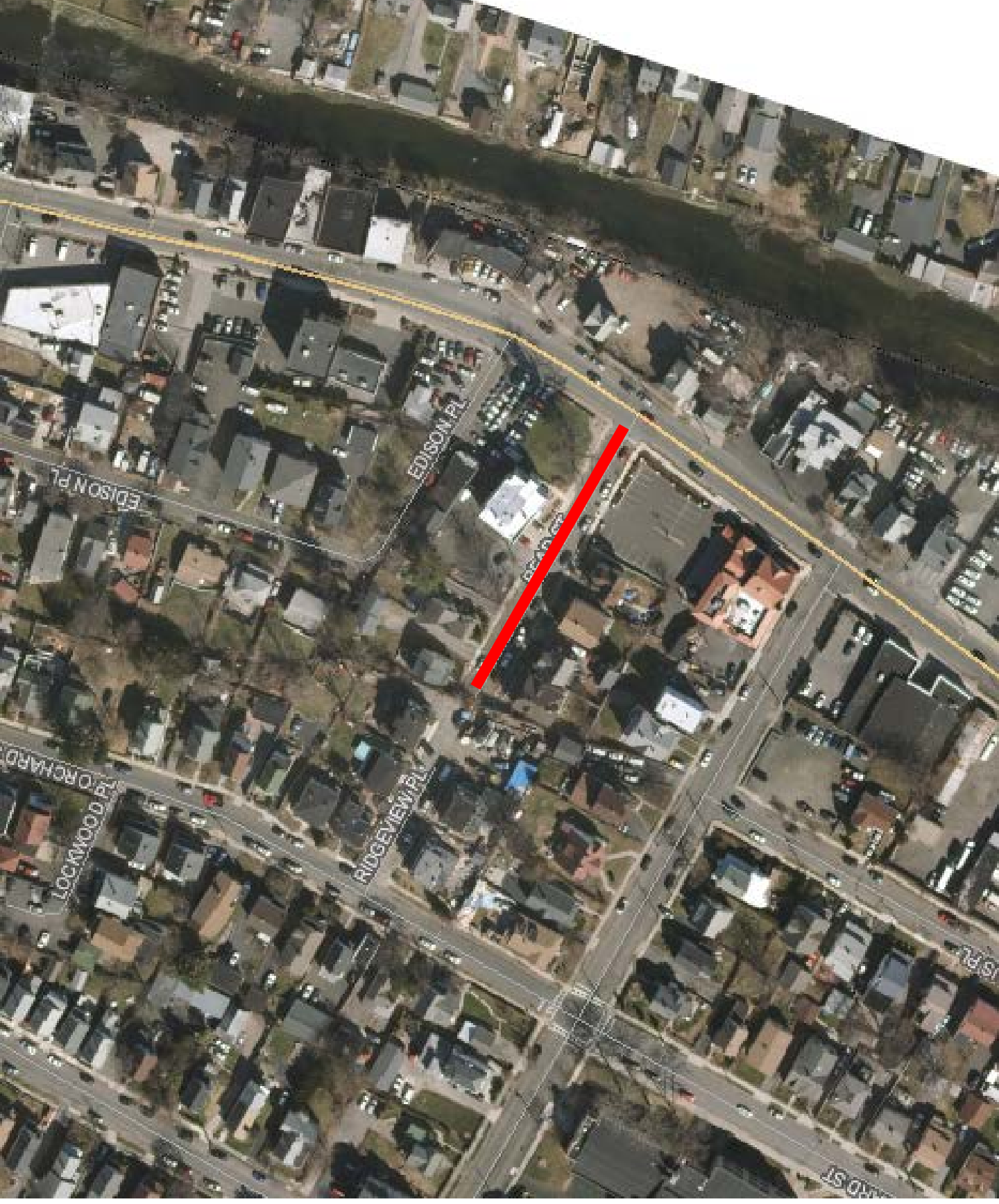




**Read Street:  
Entire Length**

**South Side**

**No Parking  
Tuesday 8:30 -  
11:30 a.m.**



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VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Office of the Village Attorney

**BOT Meeting Date:** 9/8/2015

**Item Type:** Resolution

**Sponsor's Name:** Anthony (Tony) Cerreto, Village Attorney

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

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

STANDARDIZATION OF VILLAGE SANITATION VEHICLES

**Summary**

**Background:**

The Village has a fleet of 6 sanitation vehicles, consisting of a Mack chassis and a Leach body.

The General Foreman would like to ensure that future vehicles be the same make.

New York General Municipal Law, Section 103(5) authorizes the Board to adopt a resolution to determine for reasons of efficiency or economy there is a need to standardize purchase contracts for a particular type or kind of equipment, material or supplies. The resolution must specify the reasons for standardization. The governing board must adopt the resolution must be adopted by at least a 3/5 vote; in our case, that is 4.2 or 5 members of the Board.

**Proposed Action**

That the Board of Trustees adopt the Resolution

## STANDARDIZATION OF VILLAGE SANITATION VEHICLES

WHEREAS, General Municipal Law, Section 103(5) authorizes a governing board on a resolution adopted by a three-fifths vote to determine that for reasons of efficiency or economy, that there is a need to standardize purchase contracts for a particular type or kind of equipment, material or supplies' and

WHEREAS, the Department of Public Works has a fleet of sanitation vehicles which consists of a chassis made by Mack and a body made by Leach; and

WHEREAS, the General Foreman has recommended that the Village standardize the specifications for sanitation vehicles for future procurement needs; and

WHEREAS, standardization would provide uniformity in the fleet, enable staff to more efficiently operate, inspect and maintain the vehicles and reduce the need of the department to maintain a large inventory of replacement parts. Now, therefore, be it

RESOLVED, the Board of Trustees hereby determines that for reasons of efficiency and economy there is a need for standardization of the Village's sanitation vehicles; and be it further

RESOLVED, that future sanitation vehicles that are to be acquired shall consist of a Mack chassis and Leach body.

Approved as to Form:

---

Anthony M. Cerreto, Village Attorney

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VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Office of the Village Attorney

**BOT Meeting Date:** 9/8/2015

**Item Type:** Resolution

**Sponsor's Name:** Rocky Morabito, DPW

	Yes	No	Description	Yes	No
Fiscal Impact	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Funding Source: Bond			BID #	2015-07	
Account #:5.8160.203.2014.145			<b>Strategic Plan Priority Area</b>		
	Yes	No	N/A		
Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Manager Priorities</b>		
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A		

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

AWARDING BID FOR 2016 MACK MODEL MRU613 TANDEM AXLE CHASSIS

**Summary**

**Background:**

The Village advertised for bids for a 2016 Mack Model MRU613 tandem axle chassis for the new sanitation vehicle which is included in the 2014-2015 capital budget.

The General Foreman recommends that the bid of Gabrielli Truck Sales Ltd., Jamaica, New York, be accepted.

Bid a

**Proposed Action**

That the Board of Trustees adopt the Resolution

<b>Attachments</b>

Bid Analysis Sheet  
Bid Specifications

AWARDING BID FOR 2016 MACK MODEL MRU613 TANDEM AXLE CHASSIS

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 a 2016 Mack Model MRU613 Tandem Axle Chassis for a new sanitation vehicle (Bid No. 2015-07); and

WHEREAS, the 2014-2015 Capital Plan provided for the purchase of a new sanitation vehicle; and

WHEREAS, the Village received one bid, from Gabrielli Truck Sales Ltd, 153-20 South Columbus Avenue, Jamaica, New York 11434; and

WHEREAS, the General Foreman recommends that this bid be accepted. Now therefore, be it

RESOLVED, that the Board of Trustees hereby awards the bid for a 2016 Mack Model MRY613 Tandem, Axle Chassis to Gabrielli Truck Sales Ltd, 153-20 South Conduit Avenue, Jamaica, New York 11434 in the amount of \$146,969.74 and be it further

RESOLVED, that the appropriation be made from the 31 Yard Sanitation Truck Project A/c 5.8160203.2014.145 in the Capital Fund; and be it further

RESOLVED, that the Village Manager be authorized to enter into an agreement with the vendor for same.

Approved as to Form:

\_\_\_\_\_  
Anthony M. Cerreto, Village Attorney



VILLAGE OF PORT CHESTER

BID RESULT SHEET

# BID #2015-07

BID FOR:	2016 MACK MODEL MRU613 TANDEM AXLE CHASSIS		
BID OPENING DATE:	July 17, 2015	TIME:	10:00 a.m.
BID PUBLICATION DATE:	June 29, 2015		
SPECIFICATIONS AVAILABLE:	June 29, 2015 on line		

Please Print Name and Address

BIDDER:	Gabrielli Truck Sales Ltd.		
ADDRESS:	153-20 South Conduit Avenue		
ADDRESS:			
CITY:	Jamaica	STATE:	NY ZIP CODE: 11434
E-MAIL:	SCANNONE @ GABRIELLITRUCK.COM		
PHONE #:	516-931-7915 x 4461	FAX #:	516-822-2969
AMOUNT:	\$146,969.74		

Please Print Name and Address

BIDDER:			
ADDRESS:			
ADDRESS:			
CITY:		STATE:	ZIP CODE:
E-MAIL:			
PHONE #:		FAX #:	
AMOUNT:			

Please Print Name and Address

BIDDER:			
ADDRESS:			
ADDRESS:			
CITY:		STATE:	ZIP CODE:
E-MAIL:			
PHONE #:		FAX #:	
AMOUNT:			

VILLAGE OF PORT CHESTER

BID RESULT SHEET

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

The following were present at the opening of the bids (☑):

Village Clerk:	<input checked="" type="checkbox"/>	Janusz Richards
Deputy Village Clerk:	<input type="checkbox"/>	Vita Sileo
Village Attorney	<input type="checkbox"/>	Anthony (Tony) Cerreto
Department Head:	<input type="checkbox"/>	
Village Engineer:	<input type="checkbox"/>	Dolph Rotfeld
Project Engineer:	<input type="checkbox"/>	Dan Peluso
Other:	<input checked="" type="checkbox"/>	<i>STEPHEN CARROTE</i>
Other:	<input type="checkbox"/>	
Other:	<input type="checkbox"/>	

**THE VILLAGE OF PORT CHESTER**  
**REQUEST FOR BIDS**  
**2016 MACK MODEL MRU613 TANDEM AXLE CHASSIS**

**Bid # 2015-07**



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

**Release Date: June 26, 2015**

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## Section A

Notice to Bidders

2016 MACK MODEL MRU613 TANDEM AXLE CHASSIS  
BID NO. 2015-07

VILLAGE OF PORT CHESTER  
WESTCHESTER COUNTY, NEW YORK

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Village of Port Chester until 10:00 a.m. local time on Friday, July 17, 2015, at the Office of the Village Clerk, 222 Grace Church Street, Port Chester, New York 10573, at which time and place said sealed bids will be publicly opened and read aloud for the work to:

Deliver a 2016 Mack Model MRU613 Tandem Axle Chassis capable of being installed in a 29 Yard Road Load Packer.

No bids will be received or considered after the time stated above.

Specifications and Bid Proposal Forms may be procured at the Office of the Village Clerk, 222 Grace Church Street, Port Chester, New York or on the Village web-site at [www.portchesterny.com](http://www.portchesterny.com) on June 29, 2015.

A bid bond, certified check or bank check in the amount of 5% of bid must accompany the bid proposal.

All bids must be submitted in a sealed envelope bearing the name and address of the bidder and clearly marked "BID # 2015-07 --2016 MACK MODEL MRU613 TANDEM AXLE CHASSIS"

The Board of Trustees of the Village of Port Chester reserves the right to accept or reject any or all bids and to waive any informalities at their discretion, and to award contracts in a manner deemed to be in the best interests of the Village of Port Chester even if such award is to other than the lowest bidder.

It is intended that, whenever possible, positive recommendations will be presented to the Board of Trustees so that an awarding of the bid can be made at the next scheduled meeting. Your cooperation in adhering to the procedures outlined above and contained within the specifications would be greatly appreciated.

/s/Christopher D. Steers  
Christopher D. Steers  
Village Manager  
Village of Port Chester

Dated: June 26, 2015

## **Section B**

### **Instructions to Bidders**

#### **1. Documents**

Complete sets of Bidding Documents will be issued for bidding purposes as stated in the Notice to Bidders. A complete set of documents consists of the following:

1. A bound copy of these specifications and requirements; and
2. Addenda (if any)

#### **2. Bids**

Bidders must comply with these Instructions to Bidders to be considered. All bids must be submitted on the bid proposal documents. All blank spaces for bid prices must be completed in words and in figures and either typed or written in ink.

Proposals that contain omission, erasures, alterations, additions or items not called for in the bid, or irregularities of any kind, may constitute cause to reject the bid. In case of a conflict between the bid price in words and the price in figures in the Bid Proposal, the price in words shall control. All bids must be submitted in sealed envelopes addressed as follows:

Attention:

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

Each bid must include the Bidder's name and address, be signed with the name typed or printed below the signature with the Corporate Seal, if applicable, affixed under the Bidder's name.

Bid will not be accepted by telephone, fax or e-mail. Separate sets of Bid Proposal sheets will not be issued.

#### **3. Bid Security**

At the time of submission of the bid, Bidders are required to deposit a Bid Bond or certified or bank check in an amount equal to five (5%) percent of the bid, payable to the Village of Port Chester, New York. The Bidder agrees that this bond shall be forfeited as liquidated damages and not as a penalty if awarded the contract and he/she shall fail to furnish the necessary insurance or execute a contract with the Village under the conditions of the Bidding Documents. The Bid Bond must be securely attached to the outside of the Bid Package.

Bids shall be firm and binding for a period of 45 days after the date of the opening of the bid, unless the Village and bidder agree to extend this time.

Such bid security will be returned to all bidders after a contract is executed with the successful bidder.

#### 4. Qualifications of Bidders

The Village of Port Chester may conduct such investigations as it deems necessary to determine the qualifications of the Bidder to perform the work. The Bidder shall furnish such information or records as may be required to undertake such investigation. The Village reserves the right to reject any bid if the investigation shall demonstrate that the Bidder is not qualified or unable to perform and/or timely complete the work.

#### 5. Conditions of the Work

Bidders shall inform his/herself of all conditions under which the work will be performed. Failure to do so will not relieve the successful Bidder of the obligation to furnish all material and labor necessary to complete the work in accordance with the Bidding Documents and contract.

Sales taxes shall not be included in this bid since the Village of Port Chester is a tax exempt entity. A tax exempt certificate shall be provided upon request to the successful Bidder.

#### 6. Time for Performance

The successful bidder shall deliver the requested equipment within 120 days of the execution of the contract.

#### 7. Addenda and Interpretation

Requests for information or interpretation of the Bidding Documents must be addressed in writing to Christopher D. Steers, Village Manager, Village of Port Chester, 222 Grace Church Street, Port Chester, New York 10573, and to be given any consideration must be received at least five (5) business days before the bid opening. Any and all such interpretations will be in the form of written Addenda and will be mailed or faxed to all prospective Bidders. The failure of any Bidder to receive such Addenda will not relieve the Bidder of any obligation under his/her Bid as submitted. Any Addenda shall become part of the Bidding Documents.

#### 8. Form of Contract

The form of the Contract is included in Section H. .

#### 9. Insurance

The successful Bidder will be required to procure and pay for the following insurance in accordance with the insurance requirements provided for in Section I. .

**Section C**

Declarations

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

1. I/We hereby declare that I/We have carefully examined the Notice to Bidders, the Specifications and Requirements for the above-entitled matter contained in the Bidding Documents.
2. I/We do hereby offer and agree to furnish all labor and materials to fully and faithfully perform and execute all work in the above entitled matter in accordance with the Bid Documents.
3. I/We do hereby declare that the prices do stated in the Bid cover all expenses incidental to the completion of said work, and the contract therefor, including all claims that may arise through damages or any other cause whatsoever.
4. I/We hereby agree that I/we will execute a contract therefor within ten (10) business days after notice of award. If I/We fail to execute the Contract within this period of time, the Village of Port Chester shall be authorized to rescind the award and award the bid and contract with the next lowest responsible bidder.
5. I/We agree to deliver the requested equipment within 120 days after execution of the contract.
6. I/We agree that the Village Board of Trustees has the right to reject any and all bids and to waive any informalities at its discretion. .
7. I/We hereby affirm that we have duly executed the requisite Non-Collusive Bidder Certification.
8. I/We hereby agree that this Bid is a firm bid , and shall remain in effect for a period of forty five (45) days from the bid opening. However, this period may be extended by agreement of the Village and the bidder.
9. I/We affirm, under penalty of perjury, that all statements in this Bod are true and correct.
10. I/We hereby agree that upon award of the contract I/We will provide the Village a certificate of insurance in compliance with the Village's requirements.

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Corporate Seal



**Section D**

**Bid Bond**

Know all men by these presents, that we the undersigned:

As Principal, and \_\_\_\_\_ as Surety are held and firmly bound to the Village of Port Chester (hereinafter called "the Village") in the penal sum of five percent (5%) of the total amount of the bid price, equaling

\_\_\_\_\_ Dollars,

(\$ \_\_\_\_\_) lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this Obligation is such, that whereas the Principal has submitted the following bid dated \_\_\_\_\_, 2015, for:

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified in the Bid Documents after the opening of the same, or within any extended time period agreed to by the Principal, Surety and the Village, and, as further provided in the Bid Documents, within ten (10) business days after notice of the award, enter into a written contract with the Village in accordance with the Bid as accepted, then the above obligation shall be null and void and of no effect, otherwise to remain in full force and virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of this Bid Bond as liquidated damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ 2015, the name and corporate seal of each corporate party hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed to in writing by the parties to this Bond.

In the presence of: \_\_\_\_\_

Principal

\_\_\_\_\_

Address

Attest: \_\_\_\_\_ Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Corporate Seal

\*AIA Forms are an acceptable substitute

**Section E**

**Qualifications and References**

**Bidder's Qualifications**

The Bidder offers the following information as evidence of his or her experience, qualified staff, ability and financial resources available for the performance of the contract if it is awarded to him or her.

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Attach separate sheets as necessary.

**References**

The Bidder provides the following references with regard to contracts of similar nature:

Contact	Municipality (if applicable)	Telephone Number
---------	------------------------------	------------------

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**Section F**

**Bid Proposal Form**

For delivering to the Village of Port Chester "2016 Mack Model MRU613 Tandem Axle Chassis"

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Base Bid \$ \_\_\_\_\_

Base Bid Written Amount \_\_\_\_\_

Option – Extended Engine Warranty \$ \_\_\_\_\_

Option – Extended Engine Warranty Written Amount \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Section G**

**Non-Collusive Bidding Certification**

(Required by General Municipal Law, Section 103 d)

Attached to and Made a Part of Bid dated \_\_\_\_\_ to the Village of Port Chester, New York( ”

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

BIDDER \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Print/Type Name)

Title \_\_\_\_\_

Seal:

Sworn to before me this \_\_\_\_\_ day

of \_\_\_\_\_ 2015

\*If signed by other than a corporate officer, partner, or owner, a letter of authorization must accompany the Bid with the corporate seal (If applicable)

**Section H**  
**Agreement**

THIS AGREEMENT, made this \_\_\_\_\_ of 2015, by and between \_\_\_\_\_  
(hereinafter called the "Contractor ") and the VILLAGE OF PORT CHESTER, 222 Grace Church  
Street, Port Chester, New York. (hereinafter called the "Owner ").

WITNESSETH

WHEREAS, the Village has advertised for bids for a 2016 NC Model MRU613 Tandem  
Axle Chassis (Bid #2015-07); and

WHEREAS, the Contractor was the lowest responsible bidder; and

WHEREAS, the Village Board of Trustees awarded the bid to the Contractor.

NOW, THEREFORE, therefore, the Contractor and the Owner for the consideration stated  
herein mutually agree as follows:

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical  
personnel, labor, materials, tools, appurtenances, equipment and services, and perform and complete  
all work and required supplemental work for the completion of this Contract in strict accordance  
with the Contract Documents, including all Addenda thereto with regard to the project entitled "2016  
Mack Model MRU613 Tandem Axle Chassis (Bid No. 2015-07).

Article 2. The Contract Price. The Owner will pay the Contractor for the performance of the  
work, based upon estimated quantities and subject to additions and deduction by changes in the work  
as provided in the General Conditions, in current funds, for a total of \$ \_\_\_\_\_.

Article 3. Contract Documents. The Contract Documents shall consist of the following  
(including their attachments and exhibits):

- a. This agreement
- b. Addenda (if any)
- c. Notice to Bidders
- d. Instructions to Bidders
- e. Signed copy of Bid, with all attachments required for the Bidding
- f. Technical Specifications
- i. Bonds
- j. Certificates of Insurance

This Agreement, together with other Documents enumerated in the Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component, the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

**Article 4. Compliance.** The Contractor shall comply with all the requirements of Article 8 of the New York State Labor Law, which are incorporated herein and made a part hereof, as well as be subject to the Village's Anti-Discrimination and Harassment Policy.

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed in five (5) original copies on the day and year first above written.

ATTEST:

CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

VILLAGE OF PORT CHESTER, NEW YORK

By: \_\_\_\_\_  
Christopher D. Steers

Title: \_\_\_\_\_  
Village Manager

Approved as to Form:

\_\_\_\_\_  
Anthony M. Cerreto, Village Attorney



## Section I

### Insurance Requirements

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 its own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.
  - a. Workers' Compensation. The Contractor shall take put and maintain during the life of this contract the statutory Workers' Compensation, Disability and Employer's Liability for all of its 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 to similarly to provide Workers' Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
  - b. General Liability Insurance with limits of liability of \$1,000,000/\$2,000,000 for bodily injury and death and property damage of \$1,000,000. The Certificate of Insurance shall indicate the following coverage:
    - (1) Premises – Operations
    - (2) Any deductibles shall not be the liability of the Village of Port Chester, New York
  - c. Automobile Liability Insurance with the single limit of liability per occurrence for bodily injury and per occurrence for property damage at \$1,000,000. This insurance shall include coverage for:
    - (1) Owned automobiles;
    - (2) Hired automobiles;
    - (3) Non-owned automobiles.
  - d. Damage – Property Damage Insurance shall include the legal liability of its Contractor for loss or damage to property of the Village of Port Chester.
  - e. Unemployment Insurance – The Contractor for the agreed consideration promises and agrees to pay the contributions measured by the wages of its employees required by the State Unemployment Insurance Law and all amendments thereto, and to accept the account of any contribution measured the wages as aforesaid of employees of the Contractor and its subcontractors.
  - g. Longshore Insurance - \$1,000.000

2. The Contractor shall obtain and maintain in full force and effect all of its 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 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 at 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.

4. All property losses shall be made payable to and adjusted with the Village of Port Chester.

5. All policies of insurance shall be provided and approved by the Village Attorney..

6. Other coverage's may be required by the Village of Port Chester based on specific need.

7. 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 a company issuing such a policy shall be or become unsatisfactory to the Village of Port Chester the Contractor shall promptly submit 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 provided, 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/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.

9. The Insurance Policy shall be endorsed to name the Village of Port Chester, Port Chester and any directors, officers, employees, consultants, subsidiaries, and affiliates, as additional insured on all policies and Hold harmless documents, and shall stipulate that this insurance is primary, and that any other insurance or self-insurance maintained by the Village of Port Chester or the additional insured 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.

10. Copies of the insurance policies shall be submitted to the Village of Port Chester Village Attorney for approval.

**Section J**

**Bid Specifications and Description**

# Sealed Bids for purchase of One (1) 2016 or newer Mack Model MRU613 Tandem Axle Chassis with 29 Yard Rear Load Refuse Packer

2016 Model Year

		<u>Comply</u>	<u>Exception</u>
<b>Gross Weight:</b>	77,280Pounds	_____	_____
<b>Cab Dimensions</b>	Bumper to back of cab not to exceed 116"	_____	_____
<b>Wheelbase</b>	(Maximum) Center of Front Axle to the Center of tandem. Body to properly distribute weight.	_____	_____
<b>Axle to end of Frame:</b>	62-inch (Maximum) center of tandem to end of Frame.	_____	_____
<b>Cab to Axle:</b>	170" inch (Maximum) Back of cab to center of tandem Body and to properly distribute weight.	_____	_____
<b>Axle Front:</b>	20,000 lbs Pounds	_____	_____
<b>Axle Rear:</b>	58,000 Pounds (Minimum) With a rear axle ratio of sixty (60) MPH.	_____	_____
	Bronze Trunion Bushings	_____	_____
	Double Reduction Gearing	_____	_____
	Power Divider Lockout to include switch on dash with warning light or buzzer.	_____	_____
	Important Safety Feature Differential Lock Auto Disengage above road speed threshold	_____	_____
	75W-90 Synthetic lube in each rear axle from factory	_____	_____
	54 "Axle Spacing	_____	_____
	Five (5) year or 500,000 miles warranty 100% parts And Labor	_____	_____

**Bidder:**  
Specify Rear Axle Make and Model \_\_\_\_\_

**Axle Equipment:**

Power Steering SD110+HD94 integral power with 20,000 lbs. Capacity or equal.

\_\_\_\_\_

Front wheel seals stemco or equal

\_\_\_\_\_

18N HD with Coated Splines

\_\_\_\_\_

17N Heavy Duty inter axle drive shaft

\_\_\_\_\_

All Drivelines splines shall be coated

\_\_\_\_\_

Front Shock absorbers

\_\_\_\_\_

Protective Nylon Spacers for All Wheels

\_\_\_\_\_

Rear Wheel Seals Chicago Rawhide

\_\_\_\_\_

Front and Rear Dust Shields

\_\_\_\_\_

**Brakes/Parking:**

Anchor lock spring on all Four- (4) Wheels

\_\_\_\_\_

Type 30/30 brake chambers

\_\_\_\_\_

Chambers MGM TR-T Tamper Resistant

\_\_\_\_\_

**Brakes / Service:**

Full air with Anti-lock Feature

\_\_\_\_\_

All lines to be heavy-duty Nylon reinforced Hoses, include SAE fittings for air, oil, and fuel lines

\_\_\_\_\_

“S” cam front brakes and rear brakes

\_\_\_\_\_

Front brakes 16.5” x 6 “ minimum

\_\_\_\_\_

Rear brakes 18.0 ” x 7.0 minimum

\_\_\_\_\_

Meritor or Haldex Auto Slack adjusters

\_\_\_\_\_

Wabco Heated Air dryer

\_\_\_\_\_

Anti Lock Brakes with Traction Control Switch

\_\_\_\_\_

Manual Drain Valves Lanyards on all Tanks

\_\_\_\_\_

**Cab Dimensions and Safety Features are Critical to Specifications**

**Cab:**

Cab Over Low Entry

\_\_\_\_\_

Heavy Duty Welded Galvanized Steel	_____	_____
Severe Duty Cab mountings and brackets	_____	_____
Two (2) Air bag type suspension with shocks one on Each side of Frame Rail Mounted to Cab	_____	_____
Custom interior to include padded doors , headliner and rear panel. (No Plastic or Paper Material Type Panels	_____	_____
Cab to be Factory Under -Coated Five year rust through warranty.	_____	_____
Cab to be rust proofed	_____	_____
Chassis running gear to be Black polyurethane	_____	_____
(2)Overhead Storage Compartments and (1) for CB Mounting	_____	_____
4" Front Fender Extensions	_____	_____
5lb Fire Ext. Mounted LH of Driver's Seat	_____	_____
Rear Storage Pouch	_____	_____
Brite Finish Stainless Steel stationary Grill <b><u>Radiator Mounted</u></b>		
Steel Radiator /Grill Guard Stationary/Hood must tilt without tilting Grill	_____	_____
Roof Mounted Dual air horns one on each side of Cab	_____	_____
Dual City horns	_____	_____
Windshield wipers shall be two speed with intermittent Feature.	_____	_____
Gauge Cluster to include Exhaust Pyrometer , Transmission Temperature	_____	_____
Roof Marker Lamps(Not to be mounted on Sun Visor)	_____	_____
Single Vertical Exhaust Tail Pipe Side of Cab	_____	_____
Tailpipe , Heat-shield and Lower Elbow shall be Standard Finish	_____	_____
Air suspension Drivers Seat model Mid back	_____	_____
 <b><u>Cab Continued:</u></b>		
Stationary passenger Seat with integral Storage	_____	_____
Steel front bumper	_____	_____

Integral Air conditioning	_____	_____
Interior and Adjustable Door Hinges	_____	_____
Am/Fm/CD Radio Stereo with weather band Cowl mounted Antenna left side.	_____	_____
Automatic Radio Shut –Off when Truck is shifted into Reverse.	_____	_____
C B Mounting Reinforcement in Header Console with C.B Connections	_____	_____
Automatic Cab Lock when Cab is tilted to Forward Position	_____	_____
Instrument Cluster Display Enhanced 4.5 inch LCD Display with 4 position Stalk Control. To include routine Maintenance Monitoring.	_____	_____
Rear Cab Window 48 inches wide X 19 Inches Height	_____	_____
Passenger Side Door Visibility Window 16 3/8" x 9 3/4"	_____	_____
Heated Mirrors Driver and Passenger Heated 3 Point Fold-Away Door Mounted Mirrors with 8" Heated Convex	_____	_____
Floor Mat with Replaceable Wear Sections	_____	_____
Suspended Brake and Accelerator Pedals	_____	_____
(4) Interior Dome Lights to include one drive Two general illumination and one passenger map Reading	_____	_____
Full Warning Dash Lamp System Central high mounted LCD. 8 standard gauges and 24 indicator lamps	_____	_____
Maintenance due indicator , Engine Hour, Ambient Temp. Sweet Spot indicator.	_____	_____
Marker and Clearance Lamps LED Type	_____	_____
Factory Installer Air Conditioning	_____	_____

**Frame:**

120,000 PSI Steel , all Huck bolted construction	_____	_____
RBM 3,920,000 Minimum inch per Rail	_____	_____
“C” Channel 5MM Full Length From Bumper to End Of Frame Rail	_____	_____



	Extended Front Bumper	_____	_____
	12" Inch Integral Front Frame Extension for Installation for Front Mount PTO , Crankshaft Adapter , Pump.	-----	_____
<b>Electrical:</b>	Battery Box Location Right Hand under Cab Forward of Fuel Tank . No in Cab or under Cab compartment type battery boxes..	_____	_____
	Flaming River Big Switch Battery Disconnect	_____	_____
<b>Crossmembers:</b>	Heavy I-Beam behind cab and intermates	_____	_____
<b>Fuel Tanks:</b>	One 80 Gallon Steel or Aluminum (Minimum) With integral 6.6 Gallon DEF Tank	_____	_____
	All Tanks Must be mounted under Cab entry Doors with opened grated steps.	_____	_____
<b>Front Springs:</b>	20,000 Pounds Minimum	_____	_____
<b>Rear Springs:</b>	46,000 Pounds Minimum Capacity walking beam type Or Multi – Leaf Camel Back	_____	_____
	No Taperleaf , Air Bag or Parabolic type suspensions	_____	_____
	Bronze Trunion Bushings	_____	_____
	54" Axle Spacing	_____	_____
	Transverse Torque Rods	_____	_____
<b>Tires Front:</b>	Tubeless Must meet GVW 315/80R22.5 20 Ply G286 Tread design or equal .	_____	_____
	Steel Wheels 9.0 x 22.5 10 Hole Hub Piloted	_____	_____
<b>Tires Rear:</b>	Tubeless 12R24.5 16 Ply M711 tread design or Equal.	_____	_____
	Steel Rims 24.5 x 8.25 10- Hole Hub Piloted	_____	_____
<b>Transmission:</b>	Allison Automatic 4500 RDS 6-Speed	_____	_____
	Dash Mounted Shifter	_____	_____

Transynd Synthetic Fluid

Temperature Gauge

Aluminum Flywheel Housing

Manufactures Extended Warranty five(5) Years

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Engine shall be Federal EPA Certified and Compliant to all 2010 EPA Emission Standards. The use of Selective Catalytic Reduction (SCR) Technology shall be used. Nitrogen Oxides (BSNOX) 0.2 g/bhp-hr , grams per horse power hour, .01 Particulate Matter (PM) grams per horse power hour at the Tail Pipe. Diesel Exhaust Fluid (DEF) Tank shall be mounted on frame rail along with a Diesel Particulate Filter (DPF) Technology. (There is No Exception to this Item)**

**No Deviations to Minimum Specifications**

Engine:

Turbo-Charged Diesel 345 Peak HP@ 1500-1900 RPM  
Minimum

1480 lb.ft. Torque at 1200 RPM Minimum

345 Peak Horse Power @ 1500-1700 RPM

Cooler EGR

High Pressure Unit Injection System,  
Six (6) Units one per Cylinder

2000 bar pressure capability for fuel economy

Engine Continued:

Single Overhead Cam with roller followers  
4 Valves per cylinder

Hand Primer pump for fuel system

Borg Warner Cooling Logic Fan

Electronic Modules to monitor fuel timing , coolant  
Temperature , coolant level , and oil pressure

Electronic Engine Module shall monitor engine  
Components and a separate control module to  
Monitor cab control shall be mounted inside  
Cab.

Single Poly "V" Belt with automatic tensioner

Spin -on Fuel Filters , Water Filter and Dual (Two)  
Full Flow Oil Filters.

Spin-on Engine Coolant Filter

Single Variable Geometry Turbo Charger

Frame Mounted Vertical Muffler and Pipe  
With Heat Shield .Curved Tailpipe  
No Horizontal Mufflers

\_\_\_\_\_

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\_\_\_\_\_

**Bidder: Specify**  
**Engine Make and Model:** \_\_\_\_\_  
**Engine Equipment:**

Exhaust After-Treatment System Diesel Particulate  
 Filter Ceramic Passive Regen-2010

\_\_\_\_\_

Diesel Particulate and SCR mounted Right Hand  
 Side of Frame Rail

\_\_\_\_\_

Single Air Cleaner Air Intake

\_\_\_\_\_

Alternator 12 Volt 130Amp (24SI) Minimum

\_\_\_\_\_

Batteries (3) 12Volt M/F1000/3000 CCA  
 Minimum,

\_\_\_\_\_

In addition this system must monitor Fuel Flow,  
 RPM/ Timing, when ever any of these three  
 Exceed normal levels the system shall shutdown the  
 Engine. This shall also prevent Engine Run Away  
 And shall be incorporated through the Electronic  
 Module.

\_\_\_\_\_

Engine Brake Compression Type Brake Power  
 Two Stage Hi-Low

\_\_\_\_\_

Exhaust Type Engine Brakes will not be Accepted

\_\_\_\_\_

Engine Continued:

120 Volt Plug-in Engine Block heater with recessed  
 Plug mounted under drivers side door

\_\_\_\_\_

Electronic Air Cleaner restriction gauge dash mounted

\_\_\_\_\_

Fuel Heater with integral Filter and Manual Drain

\_\_\_\_\_

Silicone Hoses radiator heater and engine draw  
 down.

\_\_\_\_\_

Gear Driven Air Compressor 18.7 cfm

\_\_\_\_\_

Maximum available cooling system compatible with  
 Engine specified.

\_\_\_\_\_

Extended Life -40 Degrees Coolant Protection Brand  
 Texaco # 16447

\_\_\_\_\_

Engine Cold Start Aid Electric Pre Heater

\_\_\_\_\_

Engine Protection Shutdown System to reduce power  
 As condition worsens ,Alert Driver through Yellow,  
 then Red Warning Lights

\_\_\_\_\_

**Paint;**

Cab: Per the customer specifications Single Color  
 White with Clear Coat  
 Chassis: Black

\_\_\_\_\_

**Additional equipment:**

Manual air tank drain valves for all tanks with Pull Cords	_____	_____
Rubber Mud flaps Body and Front Fender	_____	_____
C/D One Parts Manual	_____	_____
C/D One Service Manual	_____	_____
One Operators Manual	_____	_____
One Electronic Engine Manual	_____	_____
All bidders of chassis must be an Authorized Dealer Of Truck Chassis and an Authorize Dealer to perform All Engine, Transmission, and Rear Axle Warranty at their Dealership	_____	_____

**Extended Warranty Requirements:**

**All Extended Warranty Requirements Must Be Registered and Applied Under Vocational Applications (No Exception)**

12 Months Free Towing for Warranty Related Failures \_\_\_\_\_

**Engine:**

2 Years / 250,000 Miles 100% Parts and Labor  
Engine to Engine Connections. Idler Hub, Intake Manifold Castings, Main Bearing Bolts, Main Bearing Caps, Oil Cooler Core and Piping , Oil Cooler. Housing, Oil Fill Tube and Cap, Oil Pan, Oil Pump, Oil Pump Driven Gear, Oil Supply Hoses Engine to Engine Connections. Piston Rings (Wear Out Not Included). Piston, Piston Pins ,Snap Rings, Rocker Arms and Shafts , Seals and O Rings, Tensioner Pulleys and Bracket, Thermostat Housing and Thermostat, Thermostat Side Cover Timing Gear and Gear Plates , Turbo Charger.

Turbo Charger Drain and Feed Tubes, Turbo Charger Wheel Speed Sensor, Valve Cover, Valve Guides, Keepers, Rotators, Seats, Springs, Valves, Valve Yokes and Yoke Pins, Vibration Dampener Crank and Cam. VTG Actuator, Water Manifold and Piping, Water Pump, Water Pump Housing.

**Transmission:**

5 Years Extended Warranty 100% Parts and Labor

**Extended Engine Warranty:**

**5 Years /150,000 to include Turbo, Fuel Injectors, and Injector Sleeves, Water Pump, EGR Cooler, EGR Valve, EGR Mixer Rocker Lever Assembly, ECM, Pistons Rings and Liners, Lube Oil Cooler Assembly, Gear Cover, Oil Pan, Connecting Rod Assembly, Lube Pump Assembly, Engine Brake Housing, Bushing, Rocker Levers, Roller Pin, Crosshead Pin, Crosshead, Including Mounting Hardware and Gaskets, Vibration Dampener, Cam Followers Assembly, Cylinder Head Assembly, Cylinder Block Assembly, Engine Cylinder Block Casting, Engine Cylinder Head Cap Screws, Engine Crankshaft Forging, Engine Camshaft Forging, Engine Main Bearing Bolts, Engine Connecting Rods, Caps, and Bolts, Exhaust Manifold Casting, Cam Follower Housing, Intake Manifold Casting, Rocker Lever Housing, Gear**

**Train Gears, Timing Gear and Mounting Plate, Oil Pump Drive, And Driven Gears/Lube Pump, Thermostat Housing, Flywheel Housing, Ladder Frame, Air Compressor, Air Compressor Sprocket, and Mounting Bolts, EGR Piping and EGR System  
Wiring Harness, Hoses, Tubes and Lines supplied with Engine, Oil Fill Tube, and Cap, Oil Pressure valve relief assembly, Engine Breather Tube, Oil Pump pick-up Tubes and Distribution Tubes, Nozzles holder inserts, Belt Tensioners and idle, oil pan gasket and Plug. Fuel Pressure Regulator Valve, Power Steering Pump, Block Heater and Exhaust Manifold, gaskets, rings, studs and Wrap, flex plate. Engine Heat Shields, Electronic unit injector Rings, retainer and retainer screws, sleeve. Water Filter base, Thermostat, thermostat side cover, coolant duct cover**

**Insert Additional/Optional Price for this Item: \_\_\_\_\_**

**Extended Warranty Rear Axles: 5 Years / 500,000 Miles 100% Parts and Labor**

:

**Heavy Vocation Application:**

**Covered Items: Carrier Housings, Bearing covers, Power divider \_\_\_ and Pinion Housing, Power Divider Cam, Wedges and Shift fork Mating Gear Set, Bull gear, Differential Gears and Casing, Bolts and Nuts, Inter Axle Driveshaft, Bearings, Thrust Washers, Spacers and Shims, Clamp plates.**

**Specify Components not covered: \_\_\_\_\_**

8



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Office of the Village Attorney

**BOT Meeting Date:** 9/8/2015

**Item Type:** Resolution

**Sponsor's Name:** Rocky Morabito, DPW

	Yes	No	Description	Yes	No
Fiscal Impact	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Funding Source:			BID #	2015-08	
Account #:			<b>Strategic Plan Priority Area</b>		
	Yes	No	N/A		
Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Manager Priorities</b>		
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A		

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

AWARDING BID FOR 29 CUBIC YARD HIGH COMPACTION HEAVY DUTY REAR  
 LOADING BODY

**Summary**

**Background:**

The Village advertised for bids for a 29 cubic yard high compaction heavy duty rear loading body to go with the chassis for the new sanitation vehicle which is included in the 2015-2016 capital budget.

The General Foreman recommends that the bid of Sanitation Equipment Corp. be accepted.

**Proposed Action**

That the Board of Trustees adopt the Resolution

**Attachments**

Bid Analysis Sheet  
Bid Specifications



AWARDING BID FOR 29 CUBIC YARD HIGH COMPACTION HEAVY DUTY  
REAR LOADING BODY

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 a 29 cubic yard high compaction heavy duty rear loading body for a new sanitation vehicle (Bid No. 2015-08); and

WHEREAS, such body is to be included with the chassis for the new sanitation vehicle which is included in the 2014-2015 Capital Plan; and

WHEREAS, the Village received one bid, from Sanitation Equipment Corp., South 122 Route 17 North, Paramus, New Jersey 07652; and

WHEREAS, the General Foreman recommends that this bid be accepted. Now therefore, be it

RESOLVED, that the Board of Trustees hereby awards the bid for a 29 Cubic Yard High Compaction Heavy Duty Rear Loading Body to Sanitation Equipment Corp., South 122 Route 17 North, Paramus, New Jersey 07652 in the amount of \$81,990.00; and be it further

RESOLVED, that the appropriation be made from the 31 Yard Sanitation Truck project a/c 5.8160.203.2014.145 in the Capital Fund; and be it further

RESOLVED, that the Village Manager be authorized to enter into an agreement with the vendor for same.

Approved as to Form:

\_\_\_\_\_  
Anthony M. Cerreto, Village Attorney

VILLAGE OF PORT CHESTER

BID RESULT SHEET

# BID #2015-08

BID FOR:	29 CUBIC YARD HIGH COMPACTION HEAVY DUTY REAR LOADING BODY		
BID OPENING DATE:	July 17, 2015	TIME:	11:00 a.m.
BID PUBLICATION DATE:	June 29, 2015		
SPECIFICATIONS AVAILABLE:	June 29, 2015 on line		

Please Print Name and Address

BIDDER:	<i>Sanitation Equipment Corp</i>		
ADDRESS:	<i>South 122 Route 17 North</i>		
ADDRESS:			
CITY:	<i>Paramus</i>	STATE:	<i>NJ</i> ZIP CODE: <i>07652</i>
E-MAIL:	<i>carla@saniequipcorp.com</i>		
PHONE #:	<i>201-843-3616</i>	FAX #:	<i>201-843-1975</i>
AMOUNT:	<i>\$ 81,990.00</i>		

Please Print Name and Address

BIDDER:			
ADDRESS:			
ADDRESS:			
CITY:		STATE:	ZIP CODE:
E-MAIL:			
PHONE #:		FAX #:	
AMOUNT:			

Please Print Name and Address

BIDDER:			
ADDRESS:			
ADDRESS:			
CITY:		STATE:	ZIP CODE:
E-MAIL:			
PHONE #:		FAX #:	
AMOUNT:			

VILLAGE OF PORT CHESTER

BID RESULT SHEET

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

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

The following were present at the opening of the bids (☑):

Village Clerk:	<input checked="" type="checkbox"/>	Janusz Richards
Deputy Village Clerk:	<input type="checkbox"/>	Vita Sileo
Village Attorney	<input type="checkbox"/>	Anthony (Tony) Cerreto
Department Head:	<input checked="" type="checkbox"/>	<i>Rocky Morabito D.P.W.</i>
Village Engineer:	<input type="checkbox"/>	Dolph Rotfeld
Project Engineer:	<input type="checkbox"/>	Dan Peluso
Other:	<input checked="" type="checkbox"/>	<i>CARLA Iommethi</i>
Other:	<input type="checkbox"/>	
Other:	<input type="checkbox"/>	

# **THE VILLAGE OF PORT CHESTER**

## **REQUEST FOR BIDS 29 CUBIC YARD HIGH COMPACTION HEAVY DUTY REAR LOADING BODY**

**Bid # 2015-08**



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

**Release Date: June 26, 2015**

**Village of Port Chester, New York**

**29 Cubic Yard High Compaction Heavy Duty Rear Loading Body      Bid 2015-08**

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**Section A**

NOTICE TO BIDDERS

29 CUBIC YARD HIGH COMPACTION HEAVY DUTY REAR LOADING  
BODY  
BID NO. 2015-08

VILLAGE OF PORT CHESTER  
WESTCHESTER COUNTY, NEW YORK

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Village of Port Chester until 11:00 a.m. local time on Friday, July 17, 2015, at the Office of the Village Clerk, 222 Grace Church Street, Port Chester, New York 10573, at which time and place said sealed bids will be publicly opened and read aloud for the work to:

Deliver a 29 Cubic Yard High Compaction Heavy Duty Rear Loading Body.

No bids will be received or considered after the time stated above.

Specifications and Bid Proposal Forms may be procured at the Office of the Village Clerk, 222 Grace Church Street, Port Chester, New York or on the Village web-site at [www.portchesterny.com](http://www.portchesterny.com) on June 29, 2015.

A bid bond, certified check or bank check in the amount of 5% of bid must accompany the bid proposal.

All bids must be submitted in a sealed envelope bearing the name and address of the bidder and clearly marked "BID # 2015-08 –29 Cubic Yard High Compaction Heavy Duty Rear Loading Body"

The Board of Trustees of the Village of Port Chester reserves the right to accept or reject any or all bids and to waive any informalities at their discretion, and to award contracts in a manner deemed to be in the best interests of the Village of Port Chester even if such award is to other than the lowest bidder.

It is intended that, whenever possible, positive recommendations will be presented to the Board of Trustees so that an awarding of the bid can be made at the next scheduled meeting. Your cooperation in adhering to the procedures outlined above and contained within the specifications would be greatly appreciated.

Christopher D. Steers  
Village Manager  
Village of Port Chester

Dated: June 26, 2015

## **Section B**

### **Instructions to Bidders**

#### **1. Documents**

Complete sets of Bidding Documents will be issued for bidding purposes as stated in the Notice to Bidders. A complete set of documents consists of the following:

1. A bound copy of these specifications and requirements; and
2. Addenda (if any)

#### **2. Bids**

Bidders must comply with these Instructions to Bidders to be considered. All bids must be submitted on the bid proposal documents. All blank spaces for bid prices must be completed in words and in figures and either typed or written in ink.

Proposals that contain omission, erasures, alterations, additions or items not called for in the bid, or irregularities of any kind, may constitute cause to reject the bid. In case of a conflict between the bid price in words and the price in figures in the Bid Proposal, the price in words shall control. All bids must be submitted in sealed envelopes addressed as follows:

Attention:

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

Each bid must include the Bidder's name and address, be signed with the name typed or printed below the signature with the Corporate Seal, if applicable, affixed under the Bidder's name.

Bid will not be accepted by telephone, fax or e-mail. Separate sets of Bid Proposal sheets will not be issued.

#### **3. Bid Security**

At the time of submission of the bid, Bidders are required to deposit a Bid Bond or certified or bank check in an amount equal to five (5%) percent of the bid, payable to the Village of Port Chester, New York. The Bidder agrees that this bond shall be forfeited as liquidated damages and not as a penalty if awarded the contract and he/she shall fail to furnish the necessary insurance or execute a contract with the Village under the conditions of the Bidding Documents. The Bid Bond must be securely attached to the outside of the Bid Package.

Bids shall be firm and binding for a period of 45 days after the date of the opening of the bid, unless the Village and bidder agree to extend this time.

Such bid security will be returned to all bidders after a contract is executed with the successful bidder.

#### 4. Qualifications of Bidders

The Village of Port Chester may conduct such investigations as it deems necessary to determine the qualifications of the Bidder to perform the work. The Bidder shall furnish such information or records as may be required to undertake such investigation. The Village reserves the right to reject any bid if the investigation shall demonstrate that the Bidder is not qualified or unable to perform and/or timely complete the work.

#### 5. Conditions of the Work

Bidders shall inform his/herself of all conditions under which the work will be performed. Failure to do so will not relieve the successful Bidder of the obligation to furnish all material and labor necessary to complete the work in accordance with the Bidding Documents and contract.

Sales taxes shall not be included in this bid since the Village of Port Chester is a tax exempt entity. A tax exempt certificate shall be provided upon request to the successful Bidder.

#### 6. Time for Performance

The successful bidder shall deliver the requested equipment within 120 days of the execution of the contract.

#### 7. Addenda and Interpretation

Requests for information or interpretation of the Bidding Documents must be addressed in writing to Christopher D. Steers, Village Manager, Village of Port Chester, 222 Grace Church Street, Port Chester, New York 10573, and to be given any consideration must be received at least five (5) business days before the bid opening. Any and all such interpretations will be in the form of written Addenda and will be mailed or faxed to all prospective Bidders. The failure of any Bidder to receive such Addenda will not relieve the Bidder of any obligation under his/her Bid as submitted. Any Addenda shall become part of the Bidding Documents.

#### 8. Form of Contract

The form of the Contract is included in Section H. .

#### 9. Insurance

The successful Bidder will be required to procure and pay for the following insurance in accordance with the insurance requirements provided for in Section I. .



**Section C**

Declarations

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

1. I/We hereby declare that I/We have carefully examined the Notice to Bidders, the Specifications and Requirements for the above-entitled matter contained in the Bidding Documents.
2. I/We do hereby offer and agree to furnish all labor and materials to fully and faithfully perform and execute all work in the above entitled matter in accordance with the Bid Documents.
3. I/We do hereby declare that the prices do stated in the Bid cover all expenses incidental to the completion of said work, and the contract therefor, including all claims that may arise through damages or any other cause whatsoever.
4. I/We hereby agree that I/we will execute a contract therefor within ten (10) business days after notice of award. If I/We fail to execute the Contract within this period of time, the Village of Port Chester shall be authorized to rescind the award and award the bid and contract with the next lowest responsible bidder.
5. I/We agree to deliver the requested equipment within 120 days after execution of the contract.
6. I/We agree that the Village Board of Trustees has the right to reject any and all bids and to waive any informalities at its discretion. .
7. I/We hereby affirm that we have duly executed the requisite Non-Collusive Bidder Certification.
8. I/We hereby agree that this Bid is a firm bid , and shall remain in effect for a period of forty five (45) days from the bid opening. However, this period may be extended by agreement of the Village and the bidder.
9. I/We affirm, under penalty of perjury, that all statements in this Bod are true and correct.
10. I/We hereby agree that upon award of the contract I/We will provide the Village a certificate of insurance in compliance with the Village's requirements.

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Corporate Seal

**Section D**

**Bid Bond**

Know all men by these presents, that we the undersigned:

As Principal, and \_\_\_\_\_ as Surety are held and firmly bound to the Village of Port Chester (hereinafter called "the Village") in the penal sum of five percent (5%) of the total amount of the bid price, equaling

\_\_\_\_\_ Dollars,

(\$ \_\_\_\_\_) lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this Obligation is such, that whereas the Principal has submitted the following bid dated \_\_\_\_\_, 2015, for:

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified in the Bid Documents after the opening of the same, or within any extended time period agreed to by the Principal, Surety and the Village, and, as further provided in the Bid Documents, within ten (10) business days after notice of the award, enter into a written contract with the Village in accordance with the Bid as accepted, then the above obligation shall be null and void and of no effect, otherwise to remain in full force and virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of this Bid Bond as liquidated damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ 2015, the name and corporate seal of each corporate party hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed to in writing by the parties to this Bond.

In the presence of: \_\_\_\_\_

Principal

\_\_\_\_\_

Address

Attest: \_\_\_\_\_ Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Corporate Seal

\*AIA Forms are an acceptable substitute

**Section E**

**Qualifications and References**

**Bidder's Qualifications**

The Bidder offers the following information as evidence of his or her experience, qualified staff, ability and financial resources available for the performance of the contract if it is awarded to him or her.

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Attach separate sheets as necessary.

**References**

The Bidder provides the following references with regard to contracts of similar nature:

Contact	Municipality (if applicable)	Telephone Number
---------	------------------------------	------------------

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**Section F**

**Bid Proposal Form**

For delivering to the Village of Port Chester "29 Cubic Yard High Compaction Heavy Duty Rear Loading Body

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Bid \$ \_\_\_\_\_

Bid Written Amount \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Section G**

**Non-Collusive Bidding Certification**

(Required by General Municipal Law, Section 103 d)

Attached to and Made a Part of Bid dated \_\_\_\_\_ to the Village of Port Chester, New York( ”

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

BIDDER \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_ (Print/Type Name)

Title \_\_\_\_\_

Seal:

Sworn to before me this \_\_\_\_\_ day

of \_\_\_\_\_ 2015

\*If signed by other than a corporate officer, partner, or owner, a letter of authorization must accompany the Bid with the corporate seal (If applicable)

**Section H**  
**Agreement**

THIS AGREEMENT, made this \_\_\_\_\_ of 2015, by and between \_\_\_\_\_  
(hereinafter called the "Contractor ") and the VILLAGE OF PORT CHESTER, 222 Grace Church  
Street, Port Chester, New York. (hereinafter called the "Owner ").

WITNESSETH

WHEREAS, the Village has advertised for bids for a 29 Cubic Yard High Compaction  
Heavy Duty Rear Loading Body (Bid #2015-08); and

WHEREAS, the Contractor was the lowest responsible bidder; and

WHEREAS, the Village Board of Trustees awarded the bid to the Contractor.

NOW, THEREFORE, therefore, the Contractor and the Owner for the consideration stated  
herein mutually agree as follows:

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical  
personnel, labor, materials, tools, appurtenances, equipment and services, and perform and complete  
all work and required supplemental work for the completion of this Contract in strict accordance  
with the Contract Documents, including all Addenda thereto with regard to the project entitled "29  
Cubic Yard High Compaction Heavy Duty Rear Loading Body" Bid No. 2015-08).

Article 2. The Contract Price. The Owner will pay the Contractor for the performance of the  
work, based upon estimated quantities and subject to additions and deduction by changes in the work  
as provided in the General Conditions, in current funds, for a total of \$ \_\_\_\_\_.

Article 3. Contract Documents. The Contract Documents shall consist of the following  
(including their attachments and exhibits):

- a. This agreement
- b. Addenda (if any)
- c. Notice to Bidders
- d. Instructions to Bidders
- e. Signed copy of Bid, with all attachments required for the Bidding
- f. Technical Specifications
- i. Bonds
- j. Certificates of Insurance



This Agreement, together with other Documents enumerated in the Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component, the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

**Article 4. Compliance.** The Contractor shall comply with all the requirements of Article 8 of the New York State Labor Law, which are incorporated herein and made a part hereof, as well as be subject to the Village's Anti-Discrimination and Harassment Policy.

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed in five (5) original copies on the day and year first above written.

ATTEST:

CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

VILLAGE OF PORT CHESTER, NEW YORK

By: \_\_\_\_\_

Christopher D. Steers

Title: \_\_\_\_\_

Village Manager

Approved as to Form:

\_\_\_\_\_  
Anthony M. Cerreto, Village Attorney

## Section I

### Insurance Requirements

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 its own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.
  - a. Workers' Compensation. The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation, Disability and Employer's Liability for all of its 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 to similarly provide Workers' Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
  - b. General Liability Insurance with limits of liability of \$1,000,000/\$2,000,000 for bodily injury and death and property damage of \$1,000,000. The Certificate of Insurance shall indicate the following coverage:
    - (1) Premises – Operations
    - (2) Any deductibles shall not be the liability of the Village of Port Chester, New York
  - c. Automobile Liability Insurance with the single limit of liability per occurrence for bodily injury and per occurrence for property damage at \$1,000,000. This insurance shall include coverage for:
    - (1) Owned automobiles;
    - (2) Hired automobiles;
    - (3) Non-owned automobiles.
  - d. Damage – Property Damage Insurance shall include the legal liability of its Contractor for loss or damage to property of the Village of Port Chester.
  - e. Unemployment Insurance – The Contractor for the agreed consideration promises and agrees to pay the contributions measured by the wages of its employees required by the State Unemployment Insurance Law and all amendments thereto, and to accept the account of any contribution measured the wages as aforesaid of employees of the Contractor and its subcontractors.
  - g. Longshore Insurance - \$1,000.000

2. The Contractor shall obtain and maintain in full force and effect all of its 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 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 at 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.

4. All property losses shall be made payable to and adjusted with the Village of Port Chester.

5. All policies of insurance shall be provided and approved by the Village Attorney..

6. Other coverage's may be required by the Village of Port Chester based on specific need.

7. 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 a company issuing such a policy shall be or become unsatisfactory to the Village of Port Chester the Contractor shall promptly submit 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 provided, 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/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.

9. The Insurance Policy shall be endorsed to name the Village of Port Chester, Port Chester and any directors, officers, employees, consultants, subsidiaries, and affiliates, as additional insured on all policies and Hold harmless documents, and shall stipulate that this insurance is primary, and that any other insurance or self-insurance maintained by the Village of Port Chester or the additional insured 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.

10. Copies of the insurance policies shall be submitted to the Village of Port Chester Village Attorney for approval.

**Section J**

**Bid Specifications and Description**

**BID SPECIFICATIONS FOR 29  
CUBIC YARD HIGH COMPACTION HEAVY DUTY REAR LOADING BODY**

It is the intent of these specifications to describe the minimum requirements for a refuse collection body of the rear loading design. The capacity of the refuse body shall be 29 cubic yards, exclusive of tailgate.

The refuse body described shall meet the minimum specifications that follow. All bidders shall attach a statement that the unit offered meets exactly, or exceeds, these specifications, or list any exceptions fully and accurately. **OVERALL BODY LENGTH CANNOT EXCEED 317" EXCLUDING ATTACHMENTS.**

The successful bidder shall supply features, which are regularly furnished as standard with this unit. The body shall conform in strength, quality of material and workmanship to that provided by the best manufacturing and engineering practices of the industry.

The bidder shall represent by his bid that all equipment bid is new and unused.

It is required that the unit, as specified herein, shall be completely assembled, painted, and ready for operation.

**(X) If specification is met. If exception is taken, bidder must explain (use separate page if necessary).**

**I. GENERAL**

	<u>YES</u>	<u>NO</u>	<u>EXCEPTIONS</u>
1. Refuse body to be a minimum <u>29</u> cubic yards capacity, exclusive of the hopper. <b>OVERALL BODY LENGTH CANNOT EXCEED 317" EXCLUDING ATTACHMENTS.</b>	_____	_____	_____
2. Packer body shall be capable of packing 1,000 pounds per cubic yard based on average household refuse.	_____	_____	_____
3. Packer body must meet all applicable ANSI Z-245.1 Safety Standards.	_____	_____	_____
4. <b>BODY DEALER IS <u>NOT</u> RESPONSIBLE FOR PROGRAMMING OF THE CHASSIS OR ANY FEES FOR PROGRAMMING.</b>	_____	_____	_____

**II. BODY CONSTRUCTION**

1. The roof and side sheets are to be one piece, 11ga 80,000-PSI minimum yield strength steel throughout with no seams.	_____	_____	_____
2. Roof and sides are to be joined together by a one-piece formed corner; 1/4" 50,000 PSI minimum yield strength steel.	_____	_____	_____
3. Body sides and roof must be curved design. 6" x 2" rear body support to be connected to top roof channel must be furnished.	_____	_____	_____
4. Body must incorporate a longitudinal center floor-trough running the entire body length. The floor trough is to be constructed of a minimum 5/16", 50,000-PSI yield strength steel. Flat floors not utilizing a floor-trough will not be considered. Flat floors not utilizing a floor-trough will not be considered.	_____	_____	_____

**II. BODY CONSTRUCTION—CONTINUE**

**YES NO EXCEPTIONS**

5. The floor sheets shall have a thickness of 1/4" and be made out of 50,000-PSI minimum yield strength steel. The floor sheets are to have a formed flange, minimum 5-11/16" tall, that ties into side sheet.

\_\_\_\_\_

6. The floor support braces to be constructed of 1/2" x 6" steel bar 36,000 PSI yield strength, and must run from the center floor trough outward.

\_\_\_\_\_

7. A steel side access door located at the left front corner of the body, at floor level, is to be provided. Opening is to be a min. 30" X 32.5" and must slide rearward. Door to incorporate latch and locking mechanisms.

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8. In order to contain liquid spillage body must have center body floor sump or floor trough. Units with flat floors will be rejected.

\_\_\_\_\_

**III. BODY DIMENSIONS**

1. The inside height from bottom of floor-trough to center of roof sheet is to be no less than 90-7/8".

\_\_\_\_\_

2. The overall height of body above the chassis frame (exclusive of overhead winch) is not to exceed 93-1/2" (no mounting sills) no exception

\_\_\_\_\_

3. The maximum inside width is to be no less than 90".

\_\_\_\_\_

4. The outside width is to be no more than 96".

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**IV. EJECTION SYSTEM**

1. Unloading by full ejection method only. Dumping or rising of the body is not acceptable.

\_\_\_\_\_

2. The ejection cylinder shall be telescopic consisting of multiple stages. A variable (adjustable) externally piloted resistance valve, which controls packing density and cylinder retraction, must be incorporated in the ejector panel/tailgate lift, two spool valve assembly. No portion of the ejection forces shall be directed toward the body floor (downward).

\_\_\_\_\_

3. The telescopic ejection system hydraulic cylinder must angle upward from its front mounting location to avoid forces being directed into the floor. Telescopic ejection cylinders mounted downward or horizontally are not acceptable. The case end of the cylinder must be attached to the ejection panel with full style bearing housings for easy removal and be secured approximately half way up the panel to counter the tipping forces applied to the ejection panel by the tailgate packing mechanism.

\_\_\_\_\_

**IV. EJECTION SYSTEM--CONTINUE**

**YES**      **NO**      **EXCEPTIONS**

- |    |   |       |       |       |
|----|---|-------|-------|-------|
| 4. | The ejector panel face sheet is to be minimum 3/16" thick, 50,000-PSI steel. The panel must withstand the packing mechanism forces and the ejection of highly compacted refuse.   | _____ | _____ | _____ |
| 5. | The ejector panel is to travel the full length of the body and be equal in area to the cross section area of the body.  | _____ | _____ | _____ |
| 6. | The ejector panel must be designed to act as a bulkhead against which refuse is compressed and incorporate a "diamond-shaped deflector structure" which enhances compaction by directing material entering from the packing mechanism toward the upper corners of the body. | _____ | _____ | _____ |
| 7. | The ejector panel shall travel on four 10-1/2" long poly shoes on the lower panel guide and four 9-7/8" long poly shoes on the upper panel guide. These guide shoes must be replaceable without removing the ejection panel from body.                                      | _____ | _____ | _____ |
| 8. | At no time may any portion of the ejector panel, when in its rearmost position, extend beyond the plane of the rear body opening.   | _____ | _____ | _____ |

**V. TAILGATE**

- |    |  |       |       |       |
|----|--|-------|-------|-------|
| 1. | The tailgate is to be top hinged to the body at the roofline utilizing cast steel hinges. It is to be raised for load ejection by two, 4" bore, single acting "RAM style" cylinders mounted on the outside of the tailgate. Cylinders shall contain a restricting mechanism to prevent rapid descent of the tailgate and be manufactured with chrome-plated rods for added durability. Tailgate must be fully enclosed to eliminate seeping and spillage. Any Body which has side openings to accommodate packing cylinders will not be considered and will be rejected. | _____ | _____ | _____ |
| 2. | The tailgate is to be held in the closed position by two double lead thread screw clamps, one on each side of the tailgate. Clamps are to be equipped with a fast spin handle.   | _____ | _____ | _____ |
| 3. | Two tailgate props (one each side) externally mounted shall be furnished. Tailgate to be open in the propped position a minimum of 24".  | _____ | _____ | _____ |
| 4. | An extruded rubber gasket is to be affixed to the tailgate to provide a watertight seal between the body and tailgate. Sealing must be effective up to a minimum height of 49". Slide in type tailgate seal only. Brackets with bolts used to hold seal in place will not be Considered.   | _____ | _____ | _____ |



**V. TAILGATE**

5. Bolt-on riding steps are to be provided on each side of the tailgate, and 1" min. diameter grab handles will be located in a convenient place for rider safety. The steps must be made of grip-strut open grate material and allow for a 3-1/4" vertical adjustment. Step must comply with ANSI standards.

**YES**      **NO**      **EXCEPTIONS**

\_\_\_\_\_

6. The tailgate shall be equipped with a "tailgate ajar" switch with an indicator light in the cab. The purpose of this light is to indicate to the driver that the tailgate is not completely closed. The "tailgate ajar" switch with light must comply with ANSI safety standards.

\_\_\_\_\_

7. Tailgate top sheets are to be two-piece poly (for ease of removal no tools required) and secured by quick release type fasteners.

\_\_\_\_\_

8. The tailgate-loading sill must be 5" below the chassis frame after mounting. Tailgate deflector plate must be furnished. Units without deflector structure will be rejected. This reduces clearance between tailgate and body.

\_\_\_\_\_

9. There can be no cylinders mounted outside tailgate

\_\_\_\_\_

**VI. HOPPER**

1. Hopper floor is to be 1/2" 100,000 PSI minimum yield strength steel. Liners are not acceptable.

\_\_\_\_\_

2. The hopper sides to be 1/4" 50,000 PSI minimum yield strength steel.

\_\_\_\_\_

3. Inside hopper width is to be a minimum of 80"

\_\_\_\_\_

4. The hopper opening is to be a minimum of 80" wide x 56" high.

\_\_\_\_\_

5. The hopper capacity is to be a minimum of 3.5 cubic yards. Hoppers less than 3.5 will be rejected.

\_\_\_\_\_

6. The total cycle time is not to exceed 24 seconds.

\_\_\_\_\_

7. Hopper bottom to incorporate a minimum of three (3) external longitudinal flat bar reinforcing members. Each bar to be 1/2" thick and 4" wide.

\_\_\_\_\_

**VII. PACKING MECHANISM**

1. The packer faceplate is to be a minimum of 1/4" 80,000 PSI yield strength steel.

\_\_\_\_\_

2. The carrier faceplate is to be a minimum of 3/16" 50,000 PSI yield strength steel.

\_\_\_\_\_

3. Minimum two (2) double acting, single stage, induction hardened, cushioned, 5.5" bore, packer plate cylinders.

\_\_\_\_\_

4. Minimum two (2) double acting, single stage, induction hardened, cushioned, 5.5" bore, packer plate cylinders.

\_\_\_\_\_

**VII. PACKING MECHANISM**

- 5. The packer and carrier plate cylinders must be mounted inside the tailgate and all four cylinders must be interchangeable with each other.
- 6. The packing plate is to compact material into the body against the ejector panel and not into the forward portion of the hopper itself. Pre-crushing of material in the hopper is not acceptable.
- 7. The upper carrier plate is to utilize rollers vs. slides for easy movement. Rollers are to be 5" diameter made from forged 4150 steel induction hardened to 57-60 "Rockwell C" and have grease fittings accessible from external roller access openings. Slides will be rejected
- 8. When the packing mechanism reaches the interrupt position, the packer plate must stop approximately 16" above the loading sill to avoid a pinching action. The packing control handles must then be reactivated to complete the cycle. The packing control handles must be able to stop or reverse the packing mechanism at any position in the cycle.
- 9. The packing plate shall be protected from overload by an independent packer (load edge stress sensing) circuit relief valve located at the operating valve.
- 10. All operating cylinders must be interchangeable with each other  
No exception allowed

**YES**      **NO**      **EXCEPTIONS**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**VIII. HYDRAULIC SYSTEM**

- 1. **P75 Front mount pump system must be furnished. Truck dealer will be responsible for furnishing Extended bumper and PTO flange.**
- 2. The capacity of the pump must not be rated at less than 44 gallons per minute at 1200 rpm.
- 3. A factory sealed relief valve is to be set at a maximum of 2300 PSI.
- 4. There shall be an internally mounted 141-micron (100 mesh) suction strainer with built-in by-pass.
- 5. A 10 micron return line filter with a visual indicator to show when the filter is in a bypass mode must be supplied.
- 6. The hydraulic oil reservoir to be located on the curbside, mounted on the body floor, and have an oil sight gauge located for easy viewing. Tanks mounted outside body or below floor level will not be accepted.
- 7. The hydraulic lines on the body roof must run from front to rear at a point that is below the roof crown, to keep them from being the highest point of the unit.
- 8. The hydraulic oil reservoir is to have a combination filler/breather cap with 10-micron air filtration.

_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____

**VIII. HYDRAULIC SYSTEM-continue**

	<b>YES</b>	<b>NO</b>	<b>EXCEPTIONS</b>
9. The hydraulic oil reservoir shall supply adequate capacity to run all functions on the vehicle when on a 15% grade.	_____	_____	_____
10. All hydraulic cylinders are to operate without coming in direct contact with collected refuse.	_____	_____	_____
11. All hydraulic cylinder rods must be chrome plated to increase durability.	_____	_____	_____
12. The hydraulic system shall contain the following cylinders:			
A. All cylinders to operate without direct contact with collected refuse.	_____	_____	_____
B. All cylinder rods must be chrome plated to increase durability.	_____	_____	_____
C. Two packer plate and two carrier plate cylinders-5-1/2" bore, double acting, cushioned, with a stroke of 30-5/16". These four cylinders must have fully welded hydraulic fittings and must be interchangeable with each other. The cylinder rods must be induction hardened to a minimum 55 Rockwell "c" and chrome plated.	_____	_____	_____
D. Two tailgate lift cylinders - 4" bore, single acting "RAM style", with a stroke of 32-11/16". Rods to be chrome plated	_____	_____	_____
E. Telescopic Ejection Cylinder 29 yard = 6-3/4", 5-1/2", 4-1/2", 3-1/2" Bores; 147-7/8" Stroke	_____	_____	_____
10. Hydraulic hose construction to be SAE approved with a burst pressure at least four times working pressure. All hydraulic connections to have o-ring face seals. No "JIC" or pipe fittings in high-pressure or return lines.	_____	_____	_____
11. All hydraulic tubing to be zinc and yellow chromate plated. Must pass 100-hour salt spray.	_____	_____	_____
12. A manually operated control valve assembly utilizing direct mounted handles for ejection and tailgate lift is to be provided. This valve is to be located at the left front corner of the body. The valve is to incorporate the main system relief valve, which is set and sealed at a maximum pressure of 2300 PSI.	_____	_____	_____
13. At no time shall control handles be inaccessible due to chassis components or configurations.	_____	_____	_____
14. The packing mechanism-operating valve shall be a two-spool stack style hydraulic valve and incorporate self-contained pressure release detent end cap assemblies.	_____	_____	_____
15. For ease of access, the valve assembly is to be located at the right hand side of the tailgate. The hydraulic valve work ports must point upward for ease of service. Also, all hydraulic lines going to the main valve must be isolated by bulkhead style connections from all moving hydraulic lines.	_____	_____	_____

**IX. CONTROLS**

- 1. The manually operated controls for the packing mechanism are to be located curbside at the rear of the tailgate. An automatic throttle advance must be provided. The dual lever controls must have the capability of stopping, starting, and reversing the packing mechanism. To avoid possible damage from rubbish, the dual lever control rods must be located outside the hopper.
  
- 1. A push-button switch that activates a buzzer in the cab is to be provided on **BOTH** sides of the tailgate to signal the driver.
  
- 3. The tailgate lift and ejector controls, complete with a manually operated engine speed-up switch, are to be located at the left front corner of the body.

**YES**      **NO**      **EXCEPTIONS**

_____	_____	_____
_____	_____	_____
_____	_____	_____

**X. LIGHTING & ELECTRICAL**

- 1. Body lighting must comply with FMVSS#108 regulations.
  
- 2. For maximum visibility, a light panel above the hopper must also be provided, consisting of two 4" red stop/tail lights, two 4" amber turn signal lights, three individual I.D. lights, and one license plate bracket with light. All lights to be grommet mounted except utility and license plate lights.
  
- 3. Wiring to be enclosed in a pre-assembled sealed harness to meet SAE spec, J22223-1-2-3.
  
- 4. All electrical junction locations are to be within the body structure and must be weatherproof. Meeting SAE spec. J2202. All junction locations are to be located so no overhead access is required.
  
- 5. All wiring to be color-coded and labeled.
  
- 6. A back-up alarm conforming to current ANSI standards must be provided. The alarm must also sound when the tailgate is not closed.
  
- 7. TWO (2) rubber mounted hopper lights must be furnished with separate switch in cab.
  
- 8. PARTS, SERVICE AND OPERATION MANUALS MUST BE FURNISHED.
  
- 9. Three (3) safety vests must be furnished.
  
- 10. Rubber mud flaps must be furnished in front and rear of tandems.
  
- 11. Two (2) LED strobe Lights recessed in rear light panel.
  
- 12. Two (2) LED strobe lights recessed in front bulkhead

_____	_____	_____
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_____	_____	_____
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_____	_____	_____
_____	_____	_____

**X. LIGHTING & ELECTRICAL-CONTINUE**

**YES**      **NO**      **EXCEPTIONS**

- 16. Color 5.6" flat screen Safety Vision SV-CLCD-56BA installed
- 17. For the purpose of standardization, rearload body must be Interchangeable with other refuse rearload bodies the township Operates.
- 18. Mid body turn signals
- 19. Limb guard over front tubing
- 20. Body manufacturer must be ISO9001 certified. Certificate must Be furnished with bid package. Body manufacturers that are not ISO9001 certified will be rejected.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**XI. PAINTING**

- 1. All metal burrs, weld residue and rough areas are to be ground off to a clean, smooth surface.
- 2. All body surfaces to be thoroughly washed with an iron-phosphate-based steam cleaning solution.
- 3. A coat of two-part epoxy, rust-inhibiting primer is to be applied to all metal surfaces.
- 4. A high gloss two part polyurethane topcoat is to be applied. Color is to be **WHITE**
- 5. Top finish coat is to be baked on.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**XII. MOUNTING**

- 1. Mounting to incorporate floating rear mounts, spring supported front mounts, with integral lateral restraints.

_____	_____	_____
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**XIII. HEAVY DUTY PACKER PLATE**

- 1. Packer plate shall be designed for heavy-duty commercial use.
- 2. Packer face plate is to be 1/4 ", 80,000 PSI yield steel with heavy duty reinforcing channels made from 3/16" thick steel.
- 3. A formed channel 10" wide and 7-9/16" high shall run between the two packer panel cylinder towers.
- 4. Two additional formed steel channels shall run from the 10" wide channel to the packer plate cutting edge.
- 5. Curved blades will not be considered

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**XV. WARRANTY**

- 1. One (1) full year Body, Hydraulic and cylinders 100% warranty on parts and labor. BODY MANUFACTURER MUST HAVE A SERVICING DEALER WITHIN 40 MILES FOR A MINIMUM OF FIVE (5) YEARS.

_____	_____	_____
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**XVI. DEMONSTRATORS**

1. If bidder is bidding on an alternate to the specifications, the bidder must furnish a demonstrator for five (5) working days at no additional cost before the date of the bid.
2. If bidding an alternate, you must furnish 5 references of the Exact equipment bidding. Must furnish 5 users in the County of Westchester only. failure to do so will result in rejection of bid.

**YES**      **NO**      **EXCEPTIONS**

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**XVIII. CHASSIS DEALER**

1. Chassis Dealer is responsible for any modifications needed for chassis's that do not meet the Chassis Requirements of Leach Company. Body dealer Is not responsible for any costs for programming Of chassis or chassis modification costs.
3. CHASSIS MUST HAVE PROPER USABLE CA DIMENSIONS OF **189"** WITH NOTHING PROTRUDING ABOVE CHASSIS FRAME.
4. CHASSIS DEALER MUST FURNISH FOUR (4) ADDITIONAL SWITCHES IN DASH.
5. CHASSIS DEALER MUST FURNISH BODY BUILDERS MODULE FOR MOUNTING.

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**XIX. COMMERCIAL TAILGATE WELDMENT**

1. 1/2" Hopper bottom (LINERS ARE NOT ACCEPTABLE ; MUST BE ONE PIECE)
2. 3/16" GR 80 partition sheet
3. Two (2) additional channels 6-1/2"X13"X1-1/2" on either side Of tailgate
4. One (1) 40" X 30" X 1/4" plate reinforcement on each side of tailgate

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**XVIII. OVERHEAD REEVING CYLINDER**

1. A hydraulically powered container lifting device Mounted on top of body roof. Shall have a 12,000# Capacity and lift up to 10 yd containers.
  2. A set of container latches and ears for securing the Container while being dumped into hopper shall be installed On both sides of the tailgate
  3. Adjustable container stop bar, top light guard shall be also furnished
  4. Single lever control for the Reeving Cylinder shall be mounted to the rear curbside of unit.
- 
1. Hook must be BKL safety hook model and be rated for 12,000# Lifting Capacity with swivel bushing, and release trigger.

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**XXI. DUAL TIPPERS INSTALLED**

**YES**

**NO**

**EXCEPTIONS**

1. **DUAL** (two) D6245-20K MODEL tipper to be furnished  
 On rearloader. Must include modification to pick up dumpsters.  
 For the purpose of standardization among the fleet  
 Units must have this specific tipper no exceptions

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**Suggested specifications for DUAL tipper model # D6245-27K**

**Functional Intent**

- 1) The Lifter shall lift plastic refuse containers and dump the contents of the containers into the hopper of a refuse collection vehicle, and then return the emptied container safely to the ground.
- 2) The Lifter will be compatible with all styles/brands of carts up to 360 liters in size, that have been designed to meet ANSI Type C for European semi-automated collection containers.
- 3) The design of the lifter will allow for the easy engagement/disengagement of the plastic carts. The rotating upper clamp bar automatically locks and unlocks the cart to the faceplate during the rotation cycle, requiring no additional steps by the operator.
- 4) The design of the lifter will not interfere with access to the hopper for the hand loading of bulk items or the removal of prohibited material.
- 5) The design of the lifter (with proper installation), will allow for the dumping of commercial containers over the lifter without damage to the lifter or container.
- 6) The contact of the lifter with the plastic carts will be designed to eliminate or minimize scratching and wearing, in order to maximize cart life.
- 7) Weight Capacity of the lifter will meet or exceed ANSI's current standard container capacity limit of 350 lbs. *Note: Capacity is limited by the adjustment of the relief valve.*
- 8) The pressure required to lift a 400lb load will be 1750 PSI. (350lb of refuse and approximately 50lb for the plastic cart) *Note: Maximum pressure available depends on model of the truck's pump, as well as the truck's main relief valve setting.*
- 9) Complete cycle time to lift, dump, and return a cart will be within 6-8 seconds. *Note: Cycle time is controlled by the flow rate delivered to the lifter. To achieve a cycle between 6-8 seconds, the flow should be adjusted to approximately 3.5 gpm per lifter.*
- 10) The lifter will be rated for usage of not less than 700 times a day.
- 11) The container will be dumped at an angle of 45 degrees above the horizon to ensure a complete dump of the refuse.
- 12) Operating temperatures will be between -30o F to +120o F.
- 13) Overall design shall provide for the maximum possible safety for the operator.
- 14) The D6245-27k is designed for use on rearloaders and/or front load carry cans.

**Yes**

**No**

**Exceptions**

**Performance**

- 1) The D6245-27k is a TuckAway™ style cart lifter, meaning it has the capability to rotate and store in a position under the hopper area. This gives the lifter the advantage of being able to swoop out and engage plastic carts. The swooping motion creates a range of opportunity to successfully engage the cart, making it easier for the operator to engage the cart without manual lifting, regardless of minor height or terrain changes, slopes, etc.
- 2) The upper clamp bar mechanism is controlled by two plungers, which locks and unlocks the cart automatically during the lift cycle. The spring in the plunger helps lock the cart to the faceplate in all lifter positions, so as to secure the cart to the lifter throughout the lift cycle.

### Performance-continue

- 3) The lifter will have a "Break-Away" system that will allow the lifter's faceplate to move in the event the truck bottom's out during travel. The Break-Away feature will reduce or eliminate bottom -out damages, especially damage that can occur to the actuator. The "Break-Away" feature can also be disabled by adding additional bolts to the driver arms, should it be decided the "Break-Away" feature is not desired.
- 4) The design of the Lifter shall allow for 17 1/2" of ground clearance in the stored position to reduce bottom-out damage, when mounted at 38 1/2".
- 5) On this unit, the mounting height may vary as the application calls for, from 38 1/2 -42" from the top of the mounting plate to the ground. Such mounting height will position the plastic teeth at the ideal height for engaging and lifting most carts.
- 6) The lifter's is in the fully dumped position, there will be no clearance between the top of the mounting plate and the dump edge. The D6245-27k must be mounted to the top edge of the sill it is dumping over.

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Yes	No	Exceptions
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### Construction

- 1) All structural components of the Lifter will be AISI A36 HRS or better.
- 2) All hardware, such as bolts, nuts, washers will be Grade 8 & zinc plated for corrosion resistance.
- 3) The lower rollers form a supporting edge for the cart surface that is 18 1/4" wide for improved cart stability and support.
- 4) The driver arms will be 3/8" thick HRS.
- 5) The upper teeth are constructed of high quality 4.2 million molecular weight or better solid virgin UHMW plastic that conforms to ASTM 4020-96 to prevent scratching the containers.
- 6) A set of plastic rollers supports the containers midsection to prevent scratching.
- 7) All nuts will be all-steel locknuts with distorted thread for secure assembly.
- 8) The lifter assembly shall have a mounting plate that is 1/2" thick, and will attach via five (5) 1/2" bolts or studs to a secondary 1/2" thick rear plate that is permanently welded to the truck.
- 9) All pivot pins will be zinc plated .0005" + clear chromate & seal +5 for the best corrosion resistance.
- 10) The bearings on the linkage pivots shall be self-lubricated steel composite bushings

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Yes	No	Exceptions
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### Rotary Actuator

- 1) The lifter will use a helical 27K rotary actuator (no rack and pinion) for its lifting motion. This actuator will produce up to 27,000 in/lb of torque at 3,000 PSI, and has a total potential rotation of 220 degrees.
- 2) The rotary actuator will provide consistently even torque throughout the lift cycle, which will allow the cart to be lifted smoothly, extending the life of the cart.
- 3) The actuator is designed and built to stop internally, no external stop required.
- 4) The design of the actuator contains multiple internal seals to prevent both internal and external leakage.
- 5) The actuator is a closed hydraulic device, meaning that unlike a typical hydraulic cylinder, the rotary actuator is free from exposure to external debris on each cycle.
- 6) The internal splined gearing mechanism of the actuator offers complete transmission of torque thru it's many teeth all at the same time, meaning the stress of the load, no matter the physical position, is constantly being held by the entire assembly of teeth, and not just a single gear tooth or keyway such as on inferior designs.



### **Rotary Actuator-continue**

- 7) The actuator features a hardened (annealed) main shaft that is at least 1 13/16" in diameter, and rotates upon 2 internal bearings constantly immersed in hydraulic oil for balanced and smooth motion and long life.
- 8) The shaft and casing are hardened (annealed) and both longer life & corrosion resistance.
- 9) The torque of the actuator is transmitted to the driving arms by a 28-tooth involute splined hub that offers superior torque transmission. The teeth of the hubs are also hardened (annealed) for long life & corrosion resistance.
- 10) The casing of the rotary actuator shall be a casted, two-piece design that is easier to open and service and offers fewer intrusion points for debris.
- 11) The rotary actuator can be rebuilt and seal kit/spare parts are readily available. Videos and instructions on rebuilding actuators are available per request.
- 12) The actuator is commercially available and is suitable for use with standard hydraulic oil, ATF, or aviation grade hydraulic fluid.
- 13) The internal teeth of the actuator are fully immersed in hydraulic oil at all times, preventing corrosion and extending tooth life.
- 14) There shall be seals located between the hubs and the actuator casing that will prevent corrosion and grime from inserting itself in between the shaft and hub, helping to extend the life of the shaft, and make disassembly for maintenance easier.

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**Yes**

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**No**

\_\_\_\_\_  
**Exceptions**

### **DUAL tipper Hydraulics**

- 1) The hydraulic system does not require any electrical wiring or solenoids, although if the customer specifies electric push button controls, they are available, ask for details.
- 2) Tap-In Kit shall include Diverter Valve (DUAL TAP IN KIT), hand valve/s, and hoses and fittings required to make most installations. Some installations may require additional fittings not provided. Care should be taken to order the correct kit for your model truck at the time the order is placed.
- 3) The Diverter Valve is a priority flow control with an adjustable flow relief made from a single block of steel. The valve can accept full system pressure/flow through its body with minimum back pressure or heat. The valve will send the specified amount of flow to the hand valve and allow the rest of the flow to continue to the packer valve. Both the packer valve and the lifters can be used simultaneously without a pressure loss.
- 4) For Two lifters being installed, the Diverter Valve will come with an attached 50/50 Splitter Valve, which will keep the flow to the two lifters equal and both lifters will be able to operate simultaneously and at full speed.
- 5) The Hand Valve has a built in adjustable relief valve and a dead-man stop feature. Release the handle and all motion to the lifter stops. If there will be two lifters mounted per truck, they will each have their own Hand Valve that will allow the units to work independently of each other.
- 6) An Adjustable Flow Control Valve will come with each unit, mounted to the bottom of the Rotary Actuator, to cushion the motion of the lifter in the downward motion.
- 7) All hoses, fittings and valves are rated for use in high-pressure, 3,000 PSI systems.
- 8) Provided in the Tap-In kit are hose clamps for managing the proper hose placement.

\_\_\_\_\_  
**Yes**

\_\_\_\_\_  
**No**

\_\_\_\_\_  
**Exceptions**

## Maintenance

- 1) This unit has self-lubricated bearings at all the necessary pivot points, greasing this unit is unnecessary.
- 2) Intervals for required adjustments to the Lifter shall not be less than 6 months.
- 3) The hook to hook spacing is fixed and is already positioned to be suitable for the widest variety of carts, therefore no adjustment of the hook spacing is necessary.
- 4) Most parts are kept in stock and will ship the same, or the following day, depending on availability.
- 5) The faceplate assembly and all major components can be removed and replaced/repared without the need of removing the entire unit from the truck.
- 6) The Lifter will be installed on a rear mounting plate that allows fast dismounting of the lifter for repair or replacement.

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Yes	No	Exceptions
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## Finishing

- 1) All metal surfaces will be prepared and power washed prior to painting, to remove oils, rust, welding slag and grease.
- 2) All parts shall be de-burred and descaled for maximum handling safety and longest lasting finish.
- 3) Lifter will be powder-coated "Butter Cup Yellow" (#UFY503s7) unless otherwise specified. Custom colors are available on request.
- 4) The lower latch is powder coated.
- 5) Completed unit will have all appropriate safety decals, in both English and Spanish.
- 6) Lifter will come with an identification tag permanently affixed to the side member that has the serial number of the lifter necessary for warranty purposes.
- 7) Each actuator is stamped with a serial number for proper identification.
- 8) Each lifter is packaged ready to run.
- 9) Any significant amount of oil within the actuator is drained prior to packaging, for shipping safety.
- 10) All lifter shipments will be inside a durable cardboard box mounted atop a pallet, with plastic wrap/steel strapping to secure the lifter to the pallet and prevent exposure to the elements.
- 11) The lifter will come packaged with an instruction manual that contains detailed instructions on the proper mounting and care for the lifter, as well as a spare parts key and ordering information and other useful data.
- 12) The D6245-27k unit weighs approximately 250 lbs.

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Yes	No	Exceptions
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## Warranty

- 1) The Lifter shall be warranted against manufactures defects for a period of 3-years. The standard warranty does not cover labor costs associated with replacing a component, shipping charges, or downtime resulting from a damaged component.
- 2) The actuator and all major components are MADE IN THE USA.

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Yes	No	Exception
-----	----	-----------

9



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Village Engineer

**BOT Meeting Date:** 9/8/2015

**Item Type:** Resolution

**Sponsor's Name:** Dolph Rotfeld, Village Engineer

Description	Yes	No	Description	Yes	No
Fiscal Impact	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Funding Source: Account #:5.5110.400.2015.162			BID # 2015-10 <b>Strategic Plan Priority Area</b> N/A		
	<b>Yes</b>	<b>No</b>	<b>Manager Priorities</b> N/A		
Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A		

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

Awarding Bid for 2015-10 Sidewalks and Handicap Ramps Project

**Summary**

**Background:**

This contract will provide for the construction of sidewalks fronting on Village property and handicap ramps at various locations throughout the Village.

Dolph Rotfeld will attend to answer any questions

**Proposed Action**

That the Board of Trustees adopt the Resolution

<b>Attachments</b>
Bid Analysis Sheet Award Recommendation

AWARDING BID FOR 2015 SIDEWALKS AND HANDICAP RAMPS PROJECT

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 the 2015 Sidewalks and Handicap Ramps Project (Bid No. 2015-10); and

WHEREAS, the Village received three 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 Paladino Concrete Creations, Mount Vernon, New York in the amount of \$270,000.00 which meets all the specifications as set forth in the bid documents. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby awards the bid for the 2015 Sidewalks and Handicap Ramps Project to Paladino Concrete Creations, Mount Vernon, New York; 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 Board of Trustees authorizes the Village Treasurer to make payment from the Village Owned Sidewalk Improvement- A/c 5.5110.400.2015.162 in the Capital Fund.

Approved as to Form:

\_\_\_\_\_  
Anthony M. Cerreto, Village Attorney

**VILLAGE OF PORT CHESTER**

**BID ANALYSIS SHEET**

# BID #2015-10

<b>BID FOR:</b>	<b>BID FOR 2015 SIDEWALKS AND HANDICAP RAMPS</b>		
<b>BID OPENING DATE:</b>	Thursday, September 3, 2015	<b>TIME:</b>	11:00 a.m.
<b>BID PUBLICATION DATE:</b>	Friday, August 21, 2015		
<b>SPECIFICATIONS AVAILABLE:</b>	Monday, August 24, 2015 at 10:45 a.m.		

**Please Print Name and Address**

<b>BIDDER:</b>	<i>Con-Tech Construction Technology Inc.</i>				
<b>ADDRESS:</b>	<i>28 Lakeview Drive</i>				
<b>ADDRESS:</b>					
<b>CITY:</b>	<i>Yorktown Heights,</i>	<b>STATE:</b>	<i>NY</i>	<b>ZIP CODE:</b>	<i>10598</i>
<b>E-MAIL:</b>	<a href="mailto:amcarino@contechconstruct.com">amcarino@contechconstruct.com</a>				
<b>PHONE #:</b>	<i>914-455-3100</i>	<b>FAX #:</b>	<i>914-962-4500</i>		
<b>AMOUNT:</b>	<b>\$599,825.00</b>				

**Please Print Name and Address**

<b>BIDDER:</b>	<i>Paladino Concrete Creations</i>				
<b>ADDRESS:</b>	<i>315 N. MacQuesten Pkwy</i>				
<b>ADDRESS:</b>					
<b>CITY:</b>	<i>Mount Vernon</i>	<b>STATE:</b>	<i>NY</i>	<b>ZIP CODE:</b>	<i>10550</i>
<b>E-MAIL:</b>	<a href="mailto:jose@aconcretecreations.com">jose@aconcretecreations.com</a>				
<b>PHONE #:</b>	<i>914-699-0907</i>	<b>FAX #:</b>	<i>914-699-0470</i>		
<b>AMOUNT:</b>	<b>\$572,735.00</b>				

**Please Print Name and Address**

<b>BIDDER:</b>	<i>Peter J. Landi, Inc.</i>				
<b>ADDRESS:</b>	<i>13 Bradhurst Avenue</i>				
<b>ADDRESS:</b>					
<b>CITY:</b>	<i>Hawthorne</i>	<b>STATE:</b>	<i>NJ</i>	<b>ZIP CODE:</b>	<i>10532</i>
<b>E-MAIL:</b>					
<b>PHONE #:</b>	<i>914-909-5210</i>	<b>FAX #:</b>	<i>914-909-5211</i>		
<b>AMOUNT:</b>	<b>\$624,700.00</b>				

**VILLAGE OF PORT CHESTER**

**BID ANALYSIS SHEET**

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

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

**The following were present at the opening of the bids (☑):**

<b>Village Clerk:</b>	<input type="checkbox"/>	
<b>Deputy Village Clerk:</b>	X	Vita Sileo
<b>Village Attorney</b>	<input type="checkbox"/>	Anthony (Tony) Cerreto
<b>Department Head:</b>	<input type="checkbox"/>	
<b>Village Engineer:</b>	<input type="checkbox"/>	Dolph Rotfeld
<b>Project Engineer:</b>	<input type="checkbox"/>	Dan Peluso
<b>Other:</b>	X	Christopher Ameigh
<b>Other:</b>	<input type="checkbox"/>	
<b>Other:</b>	<input type="checkbox"/>	

# **Dolph Rotfeld Engineering, P.C.**

CONSULTANTS & DESIGNERS

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

September 3, 2015

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

RE: 2015 Sidewalks and Handicap Ramps  
Bid No. 2015-10  
Port Chester, New York

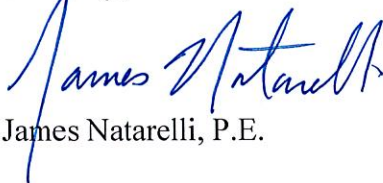
Dear Mr. Steers:

On September 3, 2015, three bids were received for the above referenced project. The bidder with the apparent lowest bid was Paladino Concrete Creations Corp. of Mount Vernon NY with a bid price of \$572,735.00.

Having completed sidewalk work satisfactorily in the Village of Port Chester previously, Paladino Concrete Creations Corp. is familiar with the work that is required in this contract. This office has worked with Paladino Concrete Creations Corp. on previous projects and has found that their work is satisfactory.

This office hereby recommends immediate award of the above referenced contract to Paladino Concrete Creations Corp. so that the work can commence as soon as possible.

Sincerely,



James Natarelli, P.E.

C: A. Cerreto, Village Attorney  
L. Douglas, Village Treasurer  
V. Sileo, Deputy Village Clerk



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VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Village Engineer

**BOT Meeting Date:** 9/8/2015

**Item Type:** Resolution

**Sponsor's Name:** Dolph Rotfeld, Village Engineer

Description	Yes	No	Description	Yes	No
Fiscal Impact	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Funding Source:			BID # 15-011		
Account #:			<b>Strategic Plan Priority Area</b>		
	<b>Yes</b>	<b>No</b>	N/A		
Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Manager Priorities</b>		
Strategic Plan Related	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Sewer Rent Project		

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

Awarding BID 2015-11 – 2015 Sanitary Sewer Cleaning and Television Inspection Phase 2

**Summary**

**Background:**

This contract will be used to assist the Village in its evaluation of the Village sewer systems condition. It will also be used to identify illicit connections and leaks.

Dolph Rotfeld will attend to answer any questions

**Proposed Action**

That the Board of Trustees adopt the Resolution

**Attachments**

Bid Analysis Sheet  
 Award Recommendation

AWARDING BID FOR 2015 SANITARY SEWER CLEANING AND TELEVISION  
INSPECTION PHASE 1 PROJECT

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 the 2015 Sanitary Sewer Cleaning and Television Inspection Phase 1 Project (Bid No. 2015-11); and

WHEREAS, the Village received four 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 National Water Main Cleaning Co. Kearney, New Jersey in the amount of \$85,750.00 which meets all the specifications as set forth in the bid documents. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby awards the bid for the 2015 Sanitary Sewer Cleaning and Television Inspection Phase 1 Project to National Water Main Cleaning Co., Kearney, New Jersey; 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 Board of Trustees authorizes the Village Treasurer to make payment from the following account as follows: 5.8120.400.2013.132 Sewer Improvements 3<sup>rd</sup> Year.

Approved as to Form:

\_\_\_\_\_  
Anthony M. Cerreto, Village Attorney

**VILLAGE OF PORT CHESTER**

**BID ANALYSIS SHEET**

# BID #2015-11

**BID FOR:** SANITARY SEWER AND STORM DRAIN CLEANING AND TELEVISION INSPECTION PHASE 2

**BID OPENING DATE:** Thursday, September 3, 2015 **TIME:** 11:30 a.m.

**BID PUBLICATION DATE:** Friday, August 21, 2015

**SPECIFICATIONS AVAILABLE:** Tuesday, August 25, 2015 at 10:00 a.m.

**Please Print Name and Address**

**BIDDER:** Fred A. Cook, Inc.

**ADDRESS:** 3226 Albany Post Road

**ADDRESS:**

**CITY:** Buchanan

**STATE:** NY

**ZIP CODE:** 10511

**E-MAIL:**

**PHONE #:** 914-739-3300

**FAX #:** 914-739-8525

**AMOUNT:** \$ 85,750.00

**Please Print Name and Address**

**BIDDER:** National Water Main Cleaning Co.

**ADDRESS:** 1806 Harrison Avenue

**ADDRESS:**

**CITY:** Kearny

**STATE:** Nj

**ZIP CODE:** 07032

**E-MAIL:** [ray@nwmcc.com](mailto:ray@nwmcc.com)

**PHONE #:** 201-726-1260

**FAX #:** 201-726-1280

**AMOUNT:** \$ 85,425.00

**Please Print Name and Address**

**BIDDER:** Heitkamp, Inc. – PRD North

**ADDRESS:** Bid Coordinator – CT

**ADDRESS:** 99 Callendar Rd

**CITY:** Watertown

**STATE:** CT

**ZIP CODE:** 06795

**E-MAIL:** [BidNotice@eheitkamp.com](mailto:BidNotice@eheitkamp.com)

**PHONE #:** 860-274-5469

**FAX #:** 860-945-3219

**AMOUNT:** \$120,900.00

**VILLAGE OF PORT CHESTER**

**BID ANALYSIS SHEET**

Please Print Name and Address	
BIDDER: <i>Tully Environmental, Inc.</i>	
ADDRESS: <i>127-50 Northern Blvd.</i>	
ADDRESS:	
CITY: <i>Flushing</i>	STATE: <i>NY</i> ZIP CODE: <i>11368</i>
E-MAIL:	
PHONE #: <i>718-446-7000</i>	FAX #: <i>718-458-8150</i>
AMOUNT: <i>\$ 603,285.00</i>	

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

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

**VILLAGE OF PORT CHESTER**

**BID ANALYSIS SHEET**

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

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

**The following were present at the opening of the bids (☑):**

<b>Village Clerk:</b>	<input type="checkbox"/>	
<b>Deputy Village Clerk:</b>	x	Vita Sileo
<b>Village Attorney</b>	<input type="checkbox"/>	Anthony (Tony) Cerreto
<b>Department Head:</b>	<input type="checkbox"/>	
<b>Village Engineer:</b>	<input type="checkbox"/>	Dolph Rotfeld
<b>Project Engineer:</b>	<input type="checkbox"/>	Dan Peluso
<b>Other:</b>	X	Christopher Ameigh
<b>Other:</b>	<input type="checkbox"/>	
<b>Other:</b>	<input type="checkbox"/>	

# **Dolph Rotfeld Engineering, P.C.**

CONSULTANTS & DESIGNERS

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

September 3, 2015

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

RE: 2015 Sanitary Sewer Cleaning and Television Inspection Phase 2  
Bid No. 15-11  
Port Chester, New York

Dear Mr. Steers:

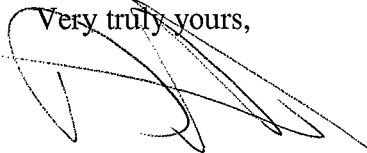
On Friday September 3<sup>rd</sup>, 2015 four bids were received for the above referenced project. The apparent low qualified bidder was National Water Main Cleaning Co. of Kearny NJ with a Total Bid Price of \$85,425. The second bidder was Fred A. Cook at \$85,750

National Water Main Cleaning has for worked for the Village on other projects of similar scope and our office has found that their work is satisfactory.

We therefore recommend that the contract be awarded to National Water Main Cleaning Co. by the Board of Trustees at the September 8<sup>th</sup>, 2015 meeting. This will keep us in the schedule acceptable to the USEPA and Westchester County.

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

Very truly yours,



Daniel Peluso

C: A. Cerreto, Village Attorney  
Vita Silo, Deputy Village Clerk

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VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Office of the Village Attorney

**BOT Meeting Date:** 9/8/2015

**Item Type:** Resolution

**Sponsor's Name:** Anthony (Tony) Cerreto, Village Attorney

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

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

RETAINING HUGGINS ACTUARIAL SERVICES, INC. TO PERFORM ACTUARIAL  
 SERVICES WITH REGARD TO THE VILLAGE'S WORKERS' COMPENSATION  
 RESERVE FUND

**Summary**

**Background:**

The Workers' Compensation Reserve Fund was established when the Village changed from a self-insured to a first dollar workers' compensation program several years ago.

The fund pays for the expense of the "run-off" or "tail" self-insured claims that were open at the time of the change-over.

Several claims were settled and closed out under Section 32 of the Workers' Compensation Law.

The remainder of the claims are administered by a third-party administrator, PMA Management Inc, which the Village retains on an annual basis.

The fund is a dedicated part of the fund balance with a current balance of \$1,521,343.00.

The Board has considered the potential transfer of a portion of this fund for other use. Such action should be preceded by an actuarial review.

After a procurement process, it is recommended that Huggins Actuarial Services, Inc. Media, Pennsylvania, be retained to perform these services.

Following the Board's award, the actuary will –complete the services within 60 days.

<b>Proposed Action</b>
------------------------

That the Board of Trustees adopt the Resolution

<b>Attachments</b>
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Fee Proposal

RETAINING HUGGINS ACTUARIAL SERVICES, INC. TO PERFORM  
ACTUARIAL SERVICES WITH REGARD TO VILLAGE'S WORKERS'  
COMPENSATION RESERVE FUND

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 Workers' Compensation Reserve Fund was established when the Village changed from a self-insured to a first dollar workers' compensation program several years ago; and

WHEREAS, the fund pays for the expense of the "run -off" or "tail" self-insured claims that were open at the time of the change-over; and

WHEREAS, several claims were settled and closed under Section 32 of the Workers' Compensation Law; and

WHEREAS, the remainder of the claims are administered by a third-party administrator which the Village retains on an annual basis; and

WHEREAS, the Board of Trustees has discussed the potential transfer of this fund for other uses; and

WHEREAS, due diligence requires the Village to retain an actuary to review the fund. Now, therefore, be it

RESOLVED, that Huggins Actuarial Services, Inc., 111 Veterans Square, 2<sup>nd</sup> Floor, Media, Pennsylvania 19603, be retained to perform actuarial services with regard to the Village's workers compensation reserve fund, compensation to be in the amount of \$6,500, payable from .workers comp line 1.9040.803 in the General Fund.

Approved as to Form:

\_\_\_\_\_  
Anthony M. Cerreto, Village Attorney

## Cerreto, Tony

---

**From:** Todd Dashoff <todd.dashoff@hugginsactuarial.com>  
**Sent:** Monday, August 31, 2015 9:43 PM  
**To:** Cerreto, Tony  
**Subject:** FW: Village of Port Chester - Workers' Compensation Reserve Analysis  
**Attachments:** Village of Port Chester Engagement Letter - WC Reserve Review.pdf

Dear Mr. Cerreto:

Listed below is my original message that accompanied our engagement letter that was sent to your attention on Friday, August 28. A copy of that letter is attached. Please confirm receipt of this letter, and let me know if you have any questions concerning the terms, or if you need any additional information.

Sincerely,

Todd H. Dashoff, ACAS, MAAA, ARM  
Consulting Actuary

**Huggins Actuarial Services, Inc.**  
111 Veterans Square, 2nd Floor  
Media, PA 19063  
(610) 892-1826 (office)  
(610) 892-1827 (fax)  
[todd.dashoff@hugginsactuarial.com](mailto:todd.dashoff@hugginsactuarial.com)  
Visit us at [www.hugginsactuarial.com](http://www.hugginsactuarial.com)



Celebrating 100 years since the founding of Huggins & Company in 1911

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Huggins Actuarial Services Inc.

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**From:** Todd Dashoff [mailto:todd.dashoff@hugginsactuarial.com]  
**Sent:** Friday, August 28, 2015 11:45 AM  
**To:** 'Cerreto, Tony'  
**Cc:** 'Michael Frank'; 'Rusty Kuehn'; 'Dave Milliner'; 'Maureen Donnelly'; 'Kim Piersol'  
**Subject:** Village of Port Chester - Workers' Compensation Reserve Analysis

Dear Mr. Cerreto:

Attached is a copy of our proposed engagement letter that describes the terms and conditions under which Huggins will conduct an analysis of Port Chester's outstanding self-insured workers' compensation claims. Please review the letter,

and if the terms are acceptable, have it signed by your Village Manager and return a copy of the signed letter to us. If you have any questions or need any additional information, please let me know.

Sincerely,

Todd H. Dashoff, ACAS, MAAA, ARM  
Consulting Actuary

**Huggins Actuarial Services, Inc.**

111 Veterans Square, 2nd Floor  
Media, PA 19063  
(610) 892-1826 (office)  
(610) 892-1827 (fax)  
[todd.dashoff@hugginsactuarial.com](mailto:todd.dashoff@hugginsactuarial.com)  
Visit us at [www.hugginsactuarial.com](http://www.hugginsactuarial.com)



Celebrating 100 years since the founding of Huggins & Company in 1911

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Huggins Actuarial Services Inc.

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**From:** Cerreto, Tony [mailto:TonyC@PortChesterNY.com]  
**Sent:** Thursday, August 27, 2015 12:39 PM  
**To:** 'Todd Dashoff'  
**Cc:** 'Michael Frank'  
**Subject:** RE: Workers' Compensation Reserve

Need your proposal.

---

**From:** Cerreto, Tony  
**Sent:** Thursday, August 20, 2015 11:13 AM  
**To:** 'Todd Dashoff' <[todd.dashoff@hugginsactuarial.com](mailto:todd.dashoff@hugginsactuarial.com)>  
**Cc:** 'Michael Frank' <[michael.frank@aquariuscapital.com](mailto:michael.frank@aquariuscapital.com)>  
**Subject:** RE: Workers' Compensation Reserve

Todd,

It was good speaking with you this morning. I look forward to getting your fee proposal. Upon receipt, I will forward to the Manager with my favorable recommendation.

Thanks again,

Tony

August 26, 2015

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

**Village of Port Chester  
Workers' Compensation Reserve Analysis as of June 30, 2015**

Dear Mr. Steers:

The Village of Port Chester (“the Village”) has engaged Huggins Actuarial Services, Inc. (“Huggins”) to perform the actuarial services described in the section below entitled “Requested Services – Scope.” This engagement letter is intended to document our agreement regarding the scope, data requirements, timing, fees, staffing and deliverables associated with these services. It also includes a section entitled “Special Services,” which lists other projects that Huggins typically performs for its self-insured clients. Should the Village request Huggins to perform any of these services, applicable fees and terms are provided. This letter also includes sections titled “Huggins’ Dispute Resolution Procedures” and “Conditions and Limitations.” The terms of these sections are applicable to any service provided by Huggins.

The terms of this engagement letter are effective August 23, 2015, and shall remain in effect until otherwise requested in writing by either Huggins or the Village of Port Chester.

**Section 1: Requested Services**

**Scope**

The Village requires an actuarial review and report on the appropriate level of its workers compensation reserve. Established when the Village changed from a self-insured to a first dollar insurance program several years ago, charges from this reserve have been made to fund settlements of “runoff” claims pursuant to New York State Workers Compensation Law, Section 32. These settlements are akin to a lump sum settlement and terminate the Village’s obligation to further incur the cost of medical expense or indemnity to the employee. PMA Management Corporation is the third-party administrator of these claims, of which 12 remain.

## **Deliverables and Timing**

The deliverable for this engagement is an actuarial report that summarizes the results of our analysis. Based on our review, we will include an actuarial central estimate of the required reserves as well as a range of reasonable estimates. The report will include a detailed narrative explaining the assumptions made, methodologies used and conclusions reached, together with all supporting exhibits.

Provided there are no problems with the data furnished to us, our report on the Village's reserves will be available approximately ten business days from receipt of all of the required data.

During the course of our work, we will keep you informed of our progress. We will also provide for comment a draft copy of our actuarial report. Your comments will be considered in preparing the final version. We will also be available to talk with Village management as needed to discuss and resolve any questions that arise about the reserve analysis.

## **Required Data and Documentation**

In order to perform our review, we will require the following data:

- 1) Aggregate Workers compensation claim data valued as of June 30, 2015, and sorted by accident year for claims covered by the Village; data elements needed are as follows:
  - Number of claims reported
  - Number of claims open
  - Number of claim closed
  - Number of claims closed with no payment
  - Payments to date, separately for indemnity, medical, vocational rehabilitation, and ALAE, as well as on a combined basis
  - Case reserves to date, separately for indemnity, medical, vocational rehabilitation, and ALAE, as well as on a combined basis
  - Incurred losses to date, separately for indemnity, medical, vocational rehabilitation, and ALAE, as well as on a combined basis
  
- 2) An individual listing of all open workers compensation claims valued as of June 30, 2015. As much of the following information as possible should be provided for each claim:
  - Case # (or any unique identifier, not SS#)
  - Claimant Name
  - Whether claim is likely to involve lifetime medical benefits
  - Claimant Gender (dependent gender on death claim)
  - Birth date (dependent birth date on death claim)
  - Impairment to claimant's life expectancy, if applicable
  - Accident date



- Claim description
  - Type of claim (PT, PP, TT, fatal, etc.)
  - Award Date (when did claim become PTD, Fatality)
  - Percent of disability "award"
  - Report date
  - Policy year
  - Average weekly wage ("AWW")
  - Paid to date medical, indemnity & defense & cost containment ("DCC") expenses
  - Outstanding case reserves for medical, indemnity & DCC
  - History (at least 5 years) of annual medical payments OR Company estimate of future annual medical payments, if known
  - Settlement "flag" based upon the claim adjustor's estimate of whether or not they feel the case will settle, if the case has settled within the existing case reserves, or whether the claim has been denied. Settlement information is needed separately for indemnity & medical. Settlement flag legend is as follows:
    0. Claim is not a candidate for settlement
    1. Claim is a settlement possibility
    2. Claim settled but awaiting signed documents, etc. NO IBNR NEEDED
    3. The indemnity portion of the claim has settled and therefore no indemnity IBNR is needed, but the medical portion is not likely to settle; and
    4. The indemnity portion of the claim has settled and there is a settlement possibility for the medical portion.
  - SIR/reinsurance retention & DCC treatment (included in limit, pro-rata, etc.) Amount of medical case reserves intended for one-time procedures vs. amount intended for ongoing medical care
  - Medicare Set-Aside (MSA) award / valuation
  - Reserve amount, separately for indemnity, medical, vocational rehabilitation, and ALAE
- 3) Workers compensation payroll for as many historic accident years as possible, ending with payroll for the 2014/15 year.
- 4) A description of the coverage provided by the Village.
- 5) A schedule of historical retentions.
- 6) Any information regarding historic changes to the program structure, policy terms/deductibles/limits, claims handling and case reserving practices, or other information you think would be relevant to evaluating the Village's unpaid liabilities as of June 30, 2015.

- 7) We also require copies of any other recent actuarial analyses, whether performed by external actuaries or performed internally by management.

Industry data may be used, to the extent required, to supplement the Village's own data.

The Village agrees to provide the required data, as described above, to Huggins within ten working days of receipt of the signing of this letter.

Huggins will conduct no detailed review of the data provided beyond normal checks for reasonability. You recognize and acknowledge that in rendering services hereunder, Huggins has been and will be using and relying upon and assuming the accuracy of data, material and other information, with respect to the Village, furnished to Huggins by or on behalf of the Village and its agents, counsel, employees and representatives (the "Information"). You agree that all information provided to Huggins shall be accurate and complete in all material respects. You represent that the Information will not contain any misstatement of a material fact or the omission of any material fact, and that the Information will be true, complete and correct in all material respects. Huggins does not assume responsibility for, nor shall we be obligated to conduct any independent study or investigation of, the accuracy or completeness of the Information.

### **Project Staffing**

The following Huggins staff members will work on this engagement:

Kim E. Piersol, FCAS, MAAA  
Consulting Actuary

Todd Dashoff, ACAS, MAAA  
Consulting Actuary

Melissa Houck, ACAS, MBA  
Consulting Actuary

In addition to the above consultants, support staff will assist with this project on an as needed basis.

### **Fees**

The agreed-upon fee is \$6,500 for the items listed in the Scope section above. This amount includes all professional fees as well as all standard administrative costs. It includes up to three copies of the actuarial report. Time to prepare additional copies will be billed at our standard hourly billing rates, plus the cost of materials. Out of pocket expenses will be in addition to this fee and will be billed on a pass-through basis.

The above charges assume that all data are provided in Excel format. Extensive manual data entry required as a result of data being provided in PDF or hard copy format will be

considered out-of-scope and billed in addition to the quoted fees. Similarly any rework required by Huggins as a result of incorrect data or information provided by the Village will be viewed as out of scope. All out of scope work will be billed at our standard hourly billing rates.

Responses to general questions from insurance departments or auditors that do not involve significant additional work or the preparation of additional exhibits are included in the fee quoted above; any detailed responses or preparation of additional exhibits will be considered as out of scope and billed on an hourly basis.

Huggins will bill the retainer amount upon receipt of all the required data and payment will be due upon delivery of the draft report. Any out of scope fees or out of pocket expenses incurred will be billed upon completion of the project, and payment will be due when billed.

The fee for any future performance of the task performed in the scope section will be the quoted fee increased by an inflationary factor using the Consumer Price Index as published by the Bureau of Labor Statistics, and altered for any change in scope

## **Section 2: Special Services**

Huggins Actuarial Services Inc. performs many different types of projects for its self-insured clients. Examples of these special projects include:

- Discussions with auditors or regulatory authorities regarding any work product prepared by Huggins or the auditors for the Village of Port Chester
- Economic capital modeling;
- Attendance at and preparation for board of director meetings;
- Review of reinsurance contracts and risk transfer analyses, including analyses of loss experience under existing contracts, a review of proposed renewal contracts, a determination of the ability of the proposed reinsurance terms to satisfy the risk transfer requirement, and the analysis of existing contracts with regard to suitability for commutation;
- Periodic loss reserve analyses;
- Expert witness testimony on the Village's behalf;
- Product development;
- Review of proposed legislation and regulations issued by insurance departments;
- Merger and acquisition analysis;

- Data quality review;
- Other miscellaneous projects.

Should the Village request any of these services, they will be billed on an hourly basis, using Huggins' standard hourly consulting rates, plus any out of pocket expenses incurred.

### **Section 3: Conditions and Limitations**

Our analysis and report are to be performed and prepared solely for the benefit of the management of the Village and are not intended for any other purpose. Accordingly, any report prepared by Huggins on behalf of the Village may be distributed only to the Village, its external auditors, and appropriate regulatory agencies. No party other than the Village management should use Huggins' report to form any conclusions with respect to the Village. Neither should Huggins' reports be used by others to supplant other inquiries and procedures they should undertake for the purpose of satisfying themselves as to the financial condition of the Village or for any other purpose. Consequently, no reports or analyses prepared by Huggins on behalf of the Village may be distributed, quoted, referenced, summarized, or used by management to express any form of reliance on the reports in any documentation that will be disclosed directly or indirectly to third parties without our prior written consent.

### **Section 4: Dispute Resolution Procedures**

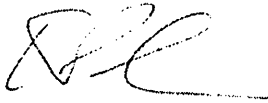
Any controversy or claim arising out of or relating to services covered by this letter or hereafter provided by us for the Village or at its request (including any such matter involving any parent, subsidiary, affiliate, successor in interest, or agent of the Village or of Huggins Actuarial Services, Inc. or involving any person or entity for whose benefit the services in question are or were provided), shall be submitted first to voluntary mediation, and if mediation is not successful, then to binding arbitration, in accordance with the dispute resolution procedures set forth in the attachment to this letter (see Appendix). Judgment on any arbitration award may be entered in any court having jurisdiction.

If any portion of this letter is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portions of this letter shall remain in effect. If this agreement is acceptable, please sign in the space below and return to me.

Mr. Christopher Steers

August 26, 2015  
Page 7

Sincerely,



Kim E. Piersol, FCAS, MAAA  
Consulting Actuary  
Huggins Actuarial Services, Inc.  
Phone: (610) 892-1808

Accepted by:

---

Mr. Christopher Steers  
Village of Port Chester

---

(Date)

## **Appendix - Dispute Resolution Procedures**

The following procedures shall be used to resolve any controversy or claim (“dispute”) as provided in our engagement letter of August 26, 2015. If any of these provisions are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law.

### **Mediation**

A dispute shall be submitted to mediation by written notice to the other party or parties. The mediator shall be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the CPR Institute for Dispute Resolution at the request of a party. Any mediator so designated must be acceptable to all parties.

The mediation shall be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and therefore shall be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings.

Each party shall bear its own costs in the mediation. The fees and expenses of the mediator shall be shared equally by the parties.

### **Arbitration**

If a dispute has not been resolved within 90 days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. The arbitration will be conducted in accordance with the procedures in this document and the Rules for Non-Administered Arbitration of the CPR Institute for Dispute Resolution (“Rules”) as in effect on the date of the engagement letter, or such other rules and procedures as the parties may designate by mutual agreement. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, two of whom are to be designated by the parties from the CPR Panels of Distinguished Neutrals using the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator shall be appointed unless he or she has agreed in writing to abide and be bound by these procedures.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award (a) damages inconsistent with any applicable agreement between the parties or (b) punitive damages or any other damages not

measured by the prevailing party's actual damages; and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only as provided in the Rules. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests.

The result of the arbitration will be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

August 26, 2015

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

## **Village of Port Chester Workers' Compensation Reserve Analysis as of June 30, 2015**

Dear Mr. Steers:

The Village of Port Chester (“the Village”) has engaged Huggins Actuarial Services, Inc. (“Huggins”) to perform the actuarial services described in the section below entitled “Requested Services – Scope.” This engagement letter is intended to document our agreement regarding the scope, data requirements, timing, fees, staffing and deliverables associated with these services. It also includes a section entitled “Special Services,” which lists other projects that Huggins typically performs for its self-insured clients. Should the Village request Huggins to perform any of these services, applicable fees and terms are provided. This letter also includes sections titled “Huggins’ Dispute Resolution Procedures” and “Conditions and Limitations.” The terms of these sections are applicable to any service provided by Huggins.

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- Claim description
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- Other miscellaneous projects.

Should the Village request any of these services, they will be billed on an hourly basis, using Huggins' standard hourly consulting rates, plus any out of pocket expenses incurred.

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### **Section 4: Dispute Resolution Procedures**

Any controversy or claim arising out of or relating to services covered by this letter or hereafter provided by us for the Village or at its request (including any such matter involving any parent, subsidiary, affiliate, successor in interest, or agent of the Village or of Huggins Actuarial Services, Inc, or involving any person or entity for whose benefit the services in question are or were provided), shall be submitted first to voluntary mediation, and if mediation is not successful, then to binding arbitration, in accordance with the dispute resolution procedures set forth in the attachment to this letter (see Appendix). Judgment on any arbitration award may be entered in any court having jurisdiction.

If any portion of this letter is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portions of this letter shall remain in effect. If this agreement is acceptable, please sign in the space below and return to me.

Sincerely,



Kim E. Piersol, FCAS, MAAA  
Consulting Actuary  
Huggins Actuarial Services, Inc.  
Phone: (610) 892-1808

Accepted by:

---

Mr. Christopher Steers  
Village of Port Chester

---

(Date)

## **Appendix - Dispute Resolution Procedures**

The following procedures shall be used to resolve any controversy or claim (“dispute”) as provided in our engagement letter of August 26, 2015. If any of these provisions are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law.

### **Mediation**

A dispute shall be submitted to mediation by written notice to the other party or parties. The mediator shall be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the CPR Institute for Dispute Resolution at the request of a party. Any mediator so designated must be acceptable to all parties.

The mediation shall be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and therefore shall be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings.

Each party shall bear its own costs in the mediation. The fees and expenses of the mediator shall be shared equally by the parties.

### **Arbitration**

If a dispute has not been resolved within 90 days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. The arbitration will be conducted in accordance with the procedures in this document and the Rules for Non-Administered Arbitration of the CPR Institute for Dispute Resolution (“Rules”) as in effect on the date of the engagement letter, or such other rules and procedures as the parties may designate by mutual agreement. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, two of whom are to be designated by the parties from the CPR Panels of Distinguished Neutrals using the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator shall be appointed unless he or she has agreed in writing to abide and be bound by these procedures.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award (a) damages inconsistent with any applicable agreement between the parties or (b) punitive damages or any other damages not

measured by the prevailing party's actual damages; and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only as provided in the Rules. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests.

The result of the arbitration will be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.



12



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Office of the Village Attorney

**BOT Meeting Date:** 9/8/2015

**Item Type:** Resolution

**Sponsor's Name:** Anthony (Tony) Cerreto, Village Attorney

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

**Agenda Heading Title**

*(Will appear on the Agenda as indicated below)*

TAX CERTIORARI SETTLEMENT

13 & 23 RIVERDALE AVENUE

**Summary**

**Background:**

The Town of Rye has submitted a proposed settlement of a tax certiorari proceeding for property improved by a fitness center and parking lot located at 13 and 23 Riverdale Avenue for the 2009-2011 tax years.

The proposed refund by the Village exceeds the \$3,500 threshold established by the Board therefore requiring your action.

**Proposed Action**

That the Board of Trustees adopt the Resolution

<b>Attachments</b>
--------------------

Back-up provided by the Assessor
----------------------------------

TAX CERTIORARI SETTLEMENT  
13 & 23 RIVERDALE AVENUE

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, C.S. Goodfriend & Co., Inc./Hillside Properties, Inc. filed certiorari proceedings for review of tax assessments fixed by the Town of Rye upon property located at 13 and 23 Riverdale Avenue, also known as Section 136.56, Block 1, Lot 49 and Section 136.56, Block 1, Lot: 48 on the Tax Map of the Town of Rye for the tax assessment years 2009 through 2014; and

WHEREAS, these proceedings are on the trial calendar in the Westchester Supreme Court; and

WHEREAS, after conferences with the Court, the Town of Rye has advised that the parties have proposed to settle these proceedings, with a total refund due of \$14,247.22, statutory interest being waived, as follows:

Year	Original Assessment.	New Assessment.	Amount of Reduction
2009	\$2,450,000	\$1,800,000	\$650,000
2010	\$2,208,000	\$1,800,000	\$408,000
2011	\$2,256,200	\$1,800,000	\$456,200

RESOLVED, that the Village of Port Chester hereby determines that it has no objection to the Town of Rye's proposed settlement of tax certiorari proceedings brought by C.S. Goodfriend/Hillside Properties with regard to property located at 13 and 23 Riverdale Avenue, Port Chester, also designated as Section 136.56, Block 1, Lot 49 and Section 136.56, Block 1, Lot 43 on the Tax Map of the Town of Rye.

Approved as to Form:

\_\_\_\_\_  
Anthony M. Cerreto, Village Attorney



# **Preliminary Tax Certiorari Analysis**

## **Limited Restricted Appraisal Report**

### **Subject Property**

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**Light Industrial Building/Fitness Facility  
13-23 Riverdale Avenue  
Village of Port Chester  
Town of Rye  
Westchester County, New York  
(File #2880T)**

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### **Prepared for**

Town of Rye  
222 Grace Church Street  
Suite 303  
Port Chester, NY 10573

### **Valuation Date(s)**

July 1, 2009-2014

### **Date of the Report**

July 20, 2015



## **Valuation Plus, Inc.**

July 20, 2015

Denise Knauer.  
Town Assessor  
Town of Rye  
222 Grace Church Street  
Suite 303  
Port Chester, NY 10573

**Re: Preliminary Tax Certiorari Analysis  
Light Industrial Building/Fitness Facility  
13-23 Riverdale Avenue  
Port Chester, New York**

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Dear Ms. Knauer:

In accordance with your request, we have inspected the captioned property and investigated the marketplace for the purpose of estimating the market value of the subject's fee simple interest, as of the date of the appraisal. The purpose of this appraisal is to demonstrate, through the use of professionally recognized and commonly accepted appraisal practice and procedure, the market value of the property interest appraised as of the respective taxable status dates for tax certiorari purposes, assuming equitable assessment.

From 2009 to August of 2013, the subject was a one and part two-story, light industrial building. Constructed in 1946, it was comprised of 32,984± square feet of gross building area and was considered to be in average overall condition. The building is situated on a .49 acre lot with an adjacent .23 acre lot utilized for parking. Beginning in August 2013 with demolition permit, the improvements began a transformation into a fitness facility comprised of 19,124± square feet, with the remaining 13,800± square feet of building area, utilized as a parking garage to help meet parking requirements. The renovations were complete by the end of 2014.

The subject property is more fully described, legally and physically, within the attached appraisal report. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

All values are subject to the assumptions and limiting conditions set forth herein. Based on the investigation and analyses undertaken, we have formed the opinion that as of July 1, 2008-2014, the valuation dates for the Town of Rye, the real estate appraised had market values as follows:

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**Valuation Plus, Inc.**

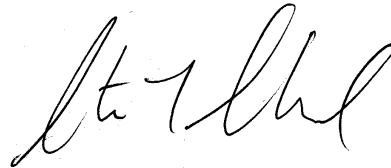
444 E. Boston Post Road, Suite 101, Mamaroneck, New York 10543

Indications of Value & Conclusions of Assessment							Fitness Ctr
Valuation Date	Jul-08	Jul-09	Jul-10	Jul-11	Jul-12	Jul-13	Jul-14
<b>Conclusion of Value</b>	<b>\$1,850,000</b>	<b>\$1,710,000</b>	<b>\$1,710,000</b>	<b>\$1,690,000</b>	<b>\$1,690,000</b>	<b>\$1,850,000</b>	<b>\$2,170,000</b>
Assessment Analyses							Fitness Ctr
Assessment Year	2009	2010	2011	2012	2013	2014	2015
Estimated Value	\$1,850,000	\$1,710,000	\$1,710,000	\$1,690,000	\$1,690,000	\$1,850,000	\$2,170,000
Equalization Rate	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Indicated Assessment versus	\$1,850,000	\$1,710,000	\$1,710,000	\$1,690,000	\$1,690,000	\$1,850,000	\$2,170,000
Actual Assessment	<u>\$2,450,500</u>	<u>\$2,208,000</u>	<u>\$2,256,200</u>	<u>\$1,957,400</u>	<u>\$1,847,500</u>	<u>\$1,892,400</u>	<u>\$2,053,900</u>
Indicated Reduction	\$600,500	\$498,000	\$546,200	\$267,400	\$157,500	\$42,400	n/a
% Reduction	24.51%	22.55%	24.21%	13.66%	8.53%	2.24%	n/a

The report that follows states, in the restricted format, the identification of the property, the assumptions and limiting conditions, pertinent facts about the area and the subject property, the results of the investigations and analyses, and the reasoning leading to the conclusions contained herein. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraisal file.

The opinions of value expressed herein, are subject to the assumptions and limiting conditions, definitions, market research, analysis of data, and conclusions contained in the attached appraisal report. If there are any further questions regarding this appraisal report, please do not hesitate to contact our office. We appreciate having had this opportunity to be of service to you in this matter.

Sincerely,



Steven T. Sherwood, MAI  
President



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Addenda

Qualifications of the Appraiser

**Summary of Facts**

Property Address : 13-23 Riverdale Avenue, Village of Port Chester, Town of Rye, New York.

Property Description : From 2009 to August of 2013, the subject was a one and part two-story, light industrial building. Constructed in 1946, it was comprised of 32,984± square feet of gross building area and was considered to be in average overall condition. The building is situated on a .49 acre lot with an adjacent .23 acre lot utilized for parking. Beginning in August 2013 with demolition permit, the improvements began a transformation into fitness facility comprised of 19,124± square feet, with the remaining 13,800± square feet of building area, utilized as a parking garage to help meet parking requirements. The renovations were complete by the end of 2014.

Type of Report : Summary

Purpose of the Appraisal : The purpose of this appraisal is to demonstrate, through the use of professionally recognized and commonly accepted appraisal practice and procedure, the market value of the property interest appraised as of the respective taxable status dates for tax certiorari purposes, assuming equitable assessment.

Property Rights Appraised : Fee Simple Estate

Owner of Record : CS Goodfriend & Co., Inc./Hillside Properties, Inc.

Assessment Identification : Section 136.56, Block 1, Lots 48 and 49

Effective Date of Valuation : July 1, 2008-2014

<b>Assessment Analyses</b>							Fitness Ctr
Assessment Year	2009	2010	2011	2012	2013	2014	2015
Estimated Value	\$1,850,000	\$1,710,000	\$1,710,000	\$1,690,000	\$1,690,000	\$1,850,000	\$2,170,000
Equalization Rate	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Indicated Assessment	\$1,850,000	\$1,710,000	\$1,710,000	\$1,690,000	\$1,690,000	\$1,850,000	\$2,170,000
versus							
Actual Assessment	<u>\$2,450,500</u>	<u>\$2,208,000</u>	<u>\$2,256,200</u>	<u>\$1,957,400</u>	<u>\$1,847,500</u>	<u>\$1,892,400</u>	<u>\$2,053,900</u>
Indicated Reduction	\$600,500	\$498,000	\$546,200	\$267,400	\$157,500	\$42,400	n/a
% Reduction	24.51%	22.55%	24.21%	13.66%	8.53%	2.24%	n/a

**Subject Photographs – As an Industrial Building**



Front View of Subject



Side View of Subject

**Subject Photographs – As a Fitness Club**



Front View of Subject



Side View of Subject

**Subject Photograph**



View of Subject



View of Entrance to Parking Garage

**Subject Photograph**

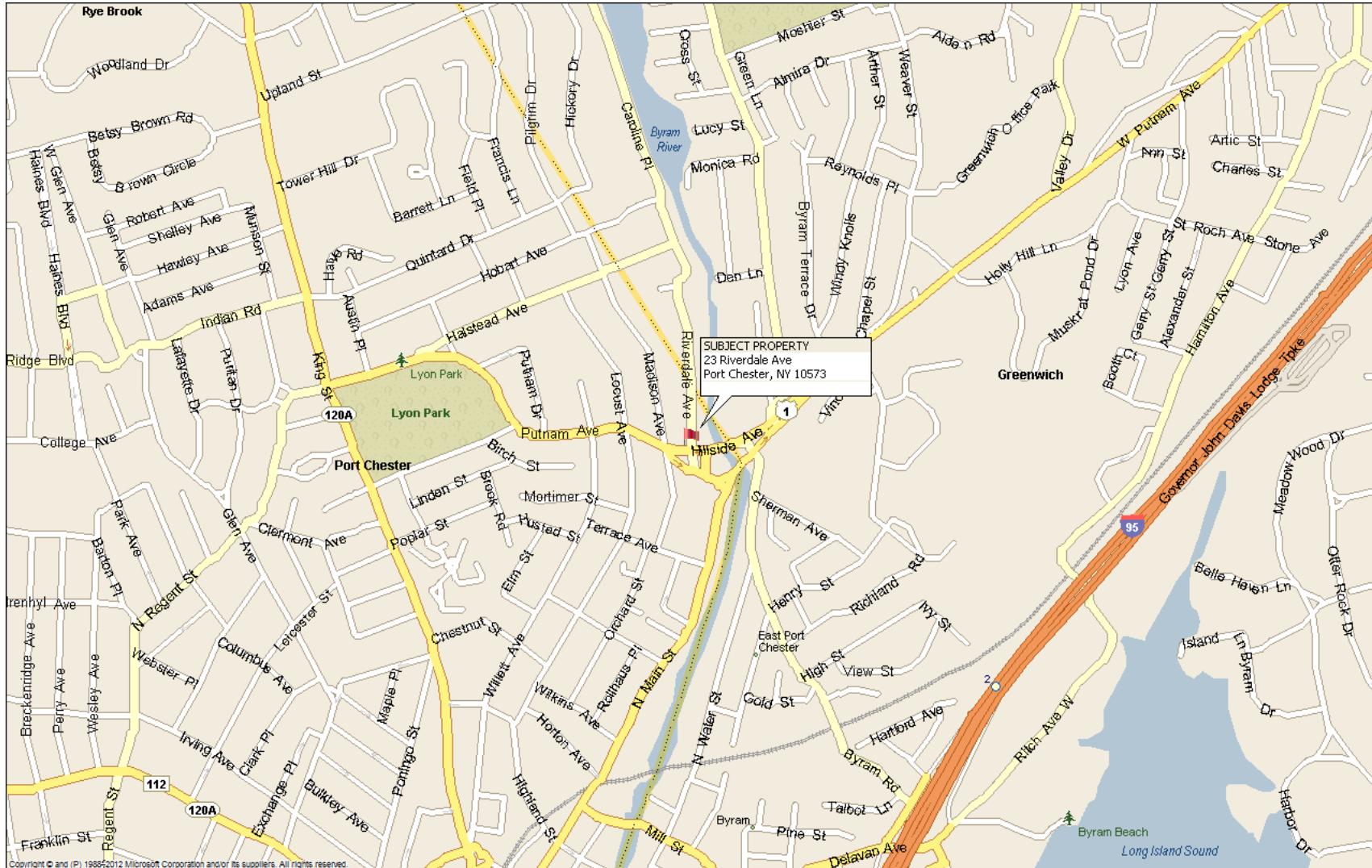


View of Riverdale Avenue looking North



View of Riverdale Avenue looking South

**Location Map – Subject Property**



**Valuation Plus, Inc.**

444 E. Boston Post Road, Suite 101, Mamaroneck, New York 10543

### **Property Description**

From 2009 to August of 2013, the subject was a one and part two-story, light industrial building. Constructed in 1946, it was comprised of 32,984± square feet of gross building area and was considered to be in average overall condition. The building is situated on a .49 acre lot with an adjacent .23 acre lot utilized for parking. Beginning in August 2013 with demolition permit, the improvements began a transformation into a fitness facility comprised of 19,124± square feet, with the remaining 13,800± square feet of building area, utilized as a parking garage to help meet parking requirements. The renovations were complete by the end of 2014.

### **Construction/Renovation Schedule**

A demolition permit was issued August 18, 2013 for the interior demolition of existing interior partitions, ceiling and finishes. On October 29, 2013 a permit was issued for alterations to the existing space to include renovations of 19,124 square feet to create a health club. On November 27, 2013 a permit was issued for complete plumbing for a new “gym”. February 14, 2014 a permit was issued for a complete HVAC system for the health club. On February 21, 2013 a permit was issued for wiring of the gym. On March 13, 2014 a permit was issued for the installation for a complete fire alarm system. May 8, 2014 a permit was issued for the installation of a limited use elevator; and on September 5, 2014 a permit was issued for the installation of piping and heads for a fire sprinkler system.

### **Tax Map Identification**

Section 136.56, Block 1, Lots 48 and 49

### **Property History**

According to public records, the owners of record during the years at issue are CS Goodfriend & Co., Inc. (Lot 49) and Hillside Properties, Inc. (Lot 48). There have been no transactions relating to the property over the past five (5) years.

### **Intended Use**

The intended use of this appraisal is to demonstrate, through the use of professionally recognized and commonly accepted appraisal practice and procedure, the market value of the property interest appraised as of the respective taxable status dates for tax certiorari purposes, assuming equitable assessment.

This is a limited-scope appraisal that does not fully comply with tax certiorari appraisal requirements for court purposes; it will be used as a guide in negotiations between our clients, the Town of Rye and CS Goodfriend & Co., Inc. and Hillside Properties, Inc.



### **Intended Users of the Appraisal**

This appraisal is intended to provide an opinion of the market value of the fee simple interest in the property, as of the taxable status dates for the exclusive use of the Town of Rye and Village of Port Chester. All other uses and users are unintended, unless specifically stated in the letter of transmittal.

### **Effective Date of the Analysis**

The effective appraisal dates are July 1, 2008-2014 the valuation dates for the Town of Rye.

### **Date of the Report**

The date of the report is July 20, 2015, the date the report was written.

### **Date of Inspection**

The subject property was inspected by Steven T. Sherwood, MAI on July 19, 2015.

### **Scope of Work**

The scope of work encompasses the research and the extent of the analyses required to prepare an appraisal in accordance with the intended use of the report, and in compliance with the Standards of Professional Appraisal Practice of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation.

Valuation of the subject property involved the following:

- Physical inspection of the subject property (exterior only) and the surrounding neighborhood
- Research of municipal records, assessment, zoning and deed recordings
- Review of provided income and expenses.
- Research of comparable leases (light industrial & fitness center) and expenses.
- Valuation of the subject property using the Income Capitalization Approach of the interest appraised as of the respective taxable status dates for tax certiorari purposes, assuming equitable assessment.

### **Competency Rule**

The appraiser has accepted this appraisal assignment having the knowledge and experience necessary to complete the assignment competently.

We are aware of the competency provision of the Uniform Standards of Professional Appraisal Practice (USPAP). The author of this report meets these standards. Steven T. Sherwood, MAI has inspected the property and its surrounding environs and prepared this report. Additionally, the appraiser has extensive appraisal experience in the appraisal of similar properties.

Thus, it is our opinion that we are fully competent to perform this appraisal, due to the fact that:

- We have full knowledge and experience in the nature of this assignment;
- All necessary and appropriate steps have been taken in order to complete the assignment competently; and
- We do not lack any knowledge or experience that would prohibit this assignment to be completed in a professional, competent manner, or where a biased or misleading opinion of value would be rendered.

### **Definition of Market Value**

This appraisal has been prepared to conform to the Uniform Standards of Professional Appraisal Practice (USPAP), adopted by the Appraisal Foundation.

The **definition of market value** that follows is taken from Uniform Standards of Professional Appraisal Practice (USPAP) instructions, adopted by the Appraisal Standards Board of the Appraisal Foundation.

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a date and the passing of title from seller to buyer under conditions whereby-

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their own best interests.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

### **Property Rights Appraised**

*Real Estate* is commonly defined as physical land and appurtenances affixed to the land, e.g., structures. *Real Property* consists of all interests, benefits, and rights inherent in the ownership of physical real estate.

Real property does not necessarily include the complete bundle of rights, i.e., “fee simple” rights or interests. For example, when a property is subject to a lease, different interests are created, the “leased fee” interest and the “leasehold” interest.

The fifth edition of *The Dictionary of Real Estate Appraisal* provides the following definitions.

**Fee Simple** - Absolute ownership unencumbered by any other interest or estate; subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

**Leased Fee Estate** - An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease. The lessor’s rights usually consist of the right to receive rent and the right to repossession at the termination of the lease.

**Leasehold Estate** - The interest held by the lessee (the tenant or renter) through a lease conveying the rights of use and occupancy for a stated term under certain conditions

### ***Conclusion***

Because this appraisal is to be used in tax certiorari proceedings, we will be concerned with the valuation of the **fee simple interest**.

### **Personal Property Fixtures and Intangible Items**

The value conclusion within this appraisal is of the real estate only; it excludes the value of any personal property, fixtures and intangible items.

### **Estimate of Reasonable Exposure Time**

Exposure time *precedes* the effective date of appraisal, and may be defined as: The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value, on the effective date of the appraisal; it is a *retrospective estimate* based upon an analysis of past events, assuming a competitive and

open market. In arriving at an estimate of reasonable exposure time, the appraiser assumes an adequate, sufficient and reasonable effort to sell the real property.

Owing to market conditions, preceding the effective date of this valuation, that were similar to present market conditions, i.e., similar supply and demand factors, stable local and regional economic conditions, similar availability and cost of financing, etc., and based upon information gathered through sales verification, our daily activity in the real estate market and interviews with market participants, it is our opinion that a reasonable exposure time for the subject real property, would have been approximately nine to twelve months.

### **Extraordinary Assumptions**

According to 2014-2015 Uniform Standards of Professional Appraisal Practice (USPAP), an extraordinary assumption is “an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal or economic characteristics of the subject property or about conditions external to the property such as market conditions or trends, or the integrity of the data used in the analysis.”

- This appraisal assumes the property was in similar condition as of the taxable status dates.

### **Hypothetical Conditions**

According to 2014-2015 Uniform Standards of Professional Appraisal Practice (USPAP), a hypothetical condition is “that which is contrary to what exists, but is supposed for the purpose of the analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal or economic characteristics of the subject property or about conditions external to the property, such as market conditions or trends, or about the integrity of the data used in the analysis.”

The difference between whether a particular condition is an extraordinary assumption or a hypothetical condition depends upon what the appraiser knows about the particular condition in question.

If an appraiser cannot verify a certain condition that is critical to the valuation but which he believes is true and has no reason to doubt is true, then the condition is an extraordinary assumption. If, on the other hand, an appraiser is asked to use a condition which he knows to be false but which is necessary for the analysis, then two things are required; the appraiser can use the condition as long as it meets the criteria in USPAP (Uniform Standards of Professional

Appraisal Practice) and the appraiser must not confuse the information with the known facts. The appraiser must clearly distinguish 'false conditions' from those other assumptions or conditions which are believed or taken to be true.

- This appraisal contains no hypothetical conditions.

### **Prior Services**

We have not performed any services in connection with the subject property within the three-year period immediately preceding acceptance of this assignment, either as an appraiser or in any other capacity.

**Site Description**

Location: Easterly side of Riverdale Avenue, Town of Rye and Village of Port Chester, New York

Shape: Irregular

Site Area: .72± acre. (.49 acre – Lot 49 & .23 acre Lot 48)

Frontage: The site has approximately 111.64± feet of non-contiguous frontage along the easterly side of Riverdale Avenue as well as 203.24± feet of frontage along the northerly side of Hillside Avenue.

Topography: The site is level at grade along Riverdale Avenue with a gradual slope downward toward the rear of the site in the area of the improvements with the parking lot being generally level throughout. Overall utility of the site is judged to be good.

Utilities: All public utilities, including water, sanitary sewer, electric, gas and telephone, are available to the site.

Landscaping: None

Soil Conditions: No soil report of the subject site has been reviewed; however, it is assumed the soil is of sufficient load-bearing capacity to support improvements. No evidence to the contrary was observed upon our physical inspection of the property.

Access/Visibility Subject has good access and visibility from Riverdale Avenue

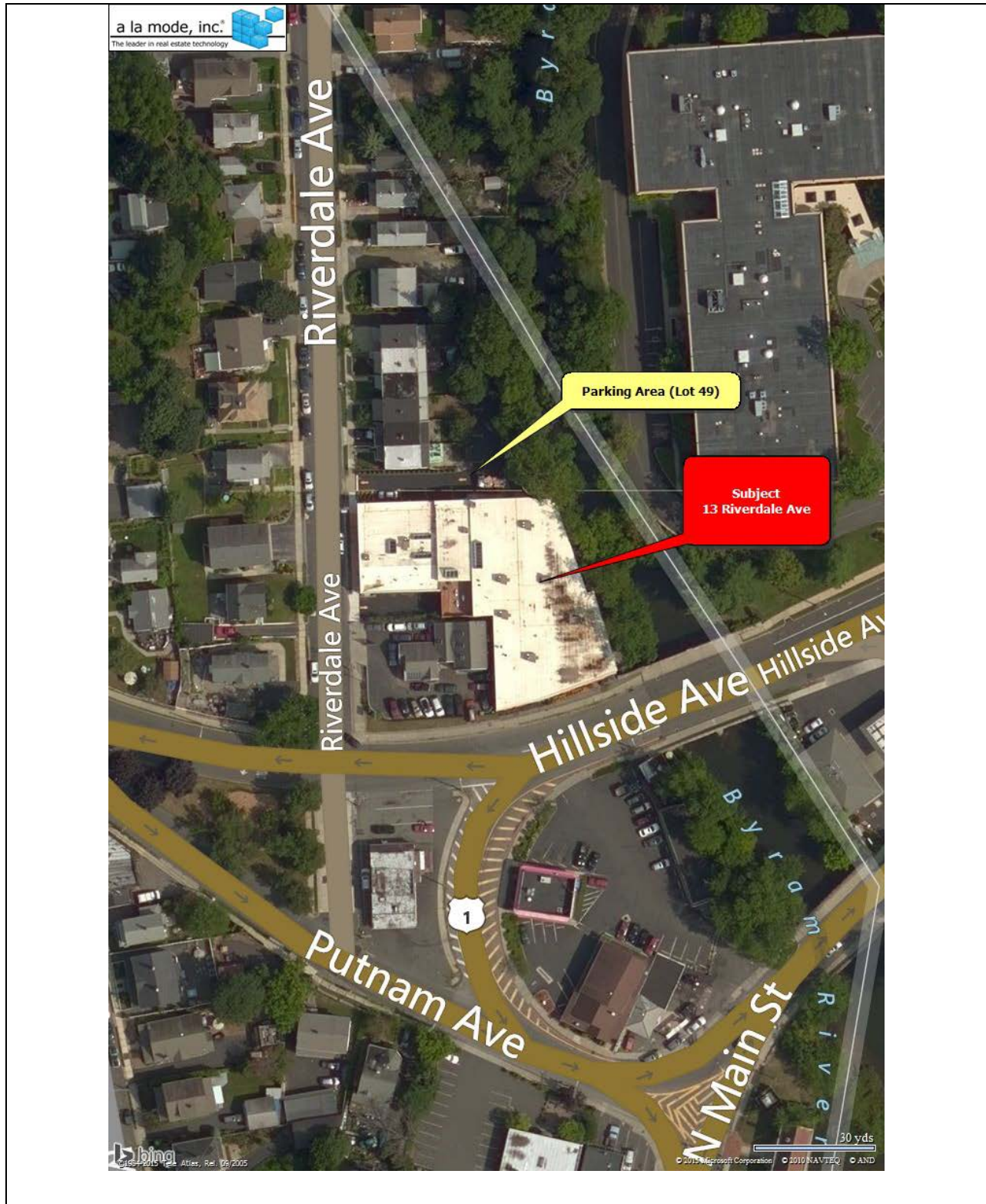
Easements/  
Encroachments: No survey was reviewed. There do not appear to be any easements or encroachments which would negatively impact the use of the site.

Flood zone: According to the Federal Emergency Management Agency Flood Insurance Rate Map #36119C0294F, Zone AE, the site is located in a designated flood zone area. The map is dated September 28, 2007.

Census Tract: 0081.00



Aerial Map



Valuation Plus, Inc.

444 E. Boston Post Road, Suite 101, Mamaroneck, New York 10543



**Flood Map**



**Valuation Plus, Inc.**

444 E. Boston Post Road, Suite 101, Mamaroneck, New York 10543

**Description of Improvements**

The property is improved with a one and part two-story, light industrial building. The improvements are described as follows:

Date of Construction:	1946; extensively renovated in 2013-2014.
Structural:	Concrete block
Exterior Walls:	Concrete
Roof:	Flat composition.
Windows:	Metal frame windows of varied age and condition.
Gross Building Area:	32,984± square feet as an industrial building. However, with the conversion of the building to a gym, almost the entire 1 <sup>st</sup> floor of industrial space was utilized as a parking garage to meet the parking requirements. The finished gym area is 19,124± square feet.
Building Breakdown:	Industrial - 32,984± square feet of light industrial space with 2 <sup>nd</sup> floor average class office and storage space. Gym – A reception area, daycare and parking garage on the 1 <sup>st</sup> floor; locker rooms, showers and spa on the mezzanine level; café, private work-out class rooms, outdoor terrace and open gym area on the 2 <sup>nd</sup> floor.
Interior Finishing:	Industrial – mostly unfinished concrete flooring, brick and concrete block walls and open ceiling with fluorescent lighting. Office areas were finished with carpet and composition tile flooring, painted sheetrock walls and acoustic tile ceiling with fluorescent lights. Gym – A mix of carpet, ceramic tile and rubberized flooring. Painted sheetrock walls and a mix of sheetrock and acoustic tile ceilings with incandescent and fluorescent lighting.
Basement:	None
Lavatories:	Assumed adequate
Electric:	Assumed adequate
Heat:	Assumed adequate

**Parking:** Industrial – Limited outdoor parking.  
Gym – Adequate parking comprised of both garage and outdoor spaces. The majority of the 1<sup>st</sup> floor space from the industrial building was made into a parking garage to meet the parking requirements of the gym.

**Building Utility:** Industrial – The building is considered to have average overall utility as a light industrial building. It had a considerable amount of 2<sup>nd</sup> floor storage space which is only accessed from interior stairwells.  
Gym – Although the gym is on multiple levels, as part of the renovations, an elevator was installed. The gym has good overall building utility.

**Condition:** Industrial – Based on property records and persons familiar with the building, it was in average condition as an industrial building.  
Gym – Based on walk-thru of the gym, it is considered to be in very good condition.

**Assessment Data**

As of the dates of appraisal, the subject property was assessed as follows:

<i>Assessment Info</i>							
Year	2009	2010	2011	2012	2013	2014	2015
Total	\$2,450,500	\$2,208,000	\$2,256,200	\$1,957,400	\$1,847,500	\$1,892,400	\$2,053,900

**Equalization Rates**

An equalization rate is computed by dividing the total assessed value of taxable real property by an estimated total market value of the property in accordance with a complex model promulgated by the New York State Office of Real Property Services for each city, town or village in the state as of a specified date. Thus, an equalization rate can be used to convert the assessed value of a property into the indicated full market value of the property.

Using the equalization rate, the assessed value can be converted to the *purported* market value of the property as follows:

$$\text{Assessed Value} \div \text{Equalization Rate} = \text{Purported Market Value}$$

<i>Assessment Info</i>							
Year	2009	2010	2011	2012	2013	2014	2015
Total	\$2,450,500	\$2,208,000	\$2,256,200	\$1,957,400	\$1,847,500	\$1,892,400	\$2,053,900
Village Equalization Rate	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
<i>Purported Market Value</i>	\$2,450,500	\$2,208,000	\$2,256,200	\$1,957,400	\$1,847,500	\$1,892,400	\$2,053,900

**Tax Rates & Calculation of Effective Tax Rates**

Real estate taxes are charged based on the assessment of a particular property. Because the purpose of this appraisal is to demonstrate the market value of the property interest appraised as of the respective taxable status dates for tax certiorari purposes, assuming equitable assessment, the effective tax rate will be added to the capitalization rate rather than deducting actual real estate taxes as a line item expense. The effective tax rate is calculated as follows:

$$\text{Real Estate Tax Rate as a \%} \times \text{Equalization Rate} = \text{Effective Tax Rate}$$

The real estate tax (mill) rates that are applicable to the subject are presented on the following page, followed by the calculation of the *Effective Tax Rates*.

Effective Tax Rate Calculations							
<b>Town, County &amp; School Tax Rates</b>							
District	2009	2010	2011	2012	2013	2014	2015
County	\$2.9167	\$3.0712	\$3.3768	\$3.5672	\$3.5915	\$3.6507	\$3.5351
General Town	\$0.1092	\$0.0915	\$0.0758	\$0.0675	\$0.0659	\$0.0634	\$0.0548
School - Port Chester	\$17.1298	\$16.8448	\$17.7341	\$19.5716	\$21.5794	\$23.0465	\$24.3862
Total County/Town/School Rates	\$20.1557	\$20.0075	\$21.1867	\$23.2063	\$25.2367	\$26.7606	\$27.9761
<b>Special District Tax Rates</b>							
	2009	2010	2011	2012	2013	2014	2015
County Refuse	\$0.2749	\$0.2921	\$0.3290	\$0.3468	\$0.3495	\$0.3443	\$0.3306
Port Chester Sewer	\$0.5575	\$0.5751	\$0.6315	\$0.6697	\$0.7292	\$0.7371	\$0.7889
Total Special District Rates	\$0.8324	\$0.8672	\$0.9605	\$1.0166	\$1.0787	\$1.0814	\$1.1195
Total Town/County Tax Rates	\$20.9881	\$20.8747	\$22.1472	\$24.2228	\$26.3154	\$27.8420	\$29.0956
<b>Actual Tax Rates: Village</b>							
	2009	2010	2011	2012	2013	2014	2015
Village of Port Chester	\$8.7835	\$9.1496	\$9.3089	\$9.8582	\$10.3852	\$11.1742	\$11.1742
<b>Calculation of Effective Tax Rates</b>							
	2009	2010	2011	2012	2013	2014	2015
Town Equalization Rate	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
x Total Applicable Tax Rates as %	2.10%	2.09%	2.21%	2.42%	2.63%	2.78%	2.91%
Town/County/School Tax Rate Component	2.10%	2.09%	2.21%	2.42%	2.63%	2.78%	2.91%
Village Equalization Rate	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
x Total Applicable Village Tax Rates as %	0.88%	0.91%	0.93%	0.99%	1.04%	1.12%	1.12%
Village Effective Tax Rate Component	0.88%	0.91%	0.93%	0.99%	1.04%	1.12%	1.12%
<b>Total Effective Tax Rate</b>	<b>2.98%</b>	<b>3.00%</b>	<b>3.15%</b>	<b>3.41%</b>	<b>3.67%</b>	<b>3.90%</b>	<b>4.03%</b>

### **Zoning**

The improvements are located in a “C-4, General Commercial” zone as designated by the Village of Port Chester. The C-4 zone permits a variety of uses, including the subject’s use. The parking lot is located in an “R-2F” multi-family zone with allows for parking lots.

We are not experts in the interpretation of complex zoning ordinances, but the property does not appear to be a conforming use based on our review of public information; however, the determination of compliance is beyond the scope of a real estate appraisal.

We know of no deed restrictions, private or public, that further limit the subject property's use. The research required to determine whether or not such restrictions exist, however, is beyond the scope of this appraisal assignment. Deed restrictions are a legal matter and only a title examination by an attorney or Title Company can usually uncover such restrictive covenants. Thus, we recommend a title search to determine if any such restrictions do exist.

### **Highest and Best Use**

Highest and best is defined by the fifth edition of *The Dictionary of Real Estate Appraisal* as follows:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

Highest and best use analyses are not applicable in tax certiorari proceedings; therefore, a highest and best uses analysis it is not considered within this appraisal report.

### **Valuation Methodology**

The purpose of this appraisal is to estimate the market value of the property interest appraised as of the respective taxable status dates for tax certiorari purposes, assuming equitable assessment.

In arriving at the estimate of market value of a given property, an established and systematic procedure is followed. The steps required include definition of the problem, the accumulation of data in the analysis, and interpretation of the data based upon the three approaches to value. Finally, the results of each applicable approach are correlated into a final estimate of value; there are three recognized approaches to value, the Cost, Sales Comparison and Income Capitalization Approaches. Following is a brief description of each of the three valuation approaches.

#### ***Cost Approach***

The Cost Approach is based on the proposition that a knowledgeable purchaser would pay no more than the cost of producing a substitute property with the same utility as the subject property. This approach is especially relevant when the property being appraised involves new or nearly new improvements that represent the highest and best use of the land, and/or when unique or specialized improvements are located on the site.

#### ***Sales Comparison Approach***

The Sales Comparison Approach is a process of comparing prices paid for similar properties that have recently sold, and relating those sales to the subject property. Adjustments are applied to the sales for any differences between the subject property and the sales, to arrive at a value of each comparable sale property had it possessed the same characteristics, land size, frontage and other attributes common to the subject property. The Sales Comparison Approach is based on the principle of substitution that implies that a prudent person will pay no more for a property than it would cost to purchase a comparable substitute property.

#### ***Income Capitalization Approach***

The Income Capitalization Approach is a process in which a value indication is estimated by calculating the present worth of future income through a capitalization process. This process capitalizes annual net operating income before debt service and uses capitalization techniques commensurate with quality and durability of the income stream.

#### ***Conclusion***

The subject has been under lease as of each of the taxable status dates. Therefore, only the Income Approach will be utilized.

### **Income Capitalization Approach**

The Income Capitalization Approach to estimating market value, as previously outlined herein, is based upon the premise that one measure of the value of property is the present worth of the net income it will produce during its productive life. This appraisal utilizes appropriate and accepted procedures for the processing and capitalization of net income.

The data used in the Income Capitalization Approach have been selected and processed as follows:

1. Estimate Potential Gross Income (PGI) attributable to the subject property stemming from applied market rents; market rents are determined based on an analysis of comparable rentals.
2. Estimate a Vacancy and Collection Loss factor and deducted it from Potential Gross Income to derive Effective Gross Income (EGI).
3. Estimate the annual expenses of the subject property, excluding taxes, and deduct expenses from the effective gross income to derive net operating income.
4. Selected an appropriate capitalization technique in order to capitalize annual net income into an estimate of market value. For the purposes of this tax certiorari appraisal, the direct capitalization method has been used.

### ***Comments***

The following pages contain a summary of the subject's projected stabilized income and expenses, followed by a valuation of the subject property using the band of investment method, which is a direct capitalization technique.



**Occupancy of Subject Property**

Because this appraisal is to be used in tax certiorari proceedings, we will be concerned with the valuation of the **fee simple interest**.

**Income Analysis**

The total income attributable to a property at 100% occupancy, before vacancy, collection losses, and operating expenses are deducted is potential gross income (PGI). The various amounts of the forms of income that comprise the PGI are discussed below.

We have been provided with lease information for the property. This represents the lease to the gym, Clay Health Club and Spa. It commenced in 2009. However, renovations and conversion from an industrial building to a gym did not commence until 2013 and was not finished until the end of 2014. For demonstration purposes we have broken the rent down to the rent per square foot as a 32,944± square foot light industrial building, as well as a 19,124± square foot fitness center. The difference in square footage is due to the fact that most of the 1<sup>st</sup> floor industrial space was used as a parking garage and is not included in the square footage of the fitness center.

<b>LEASE SUMMARIES</b>									
Tenant	Leased Area (SF)	Lease Start Date	Term	Year	Annual Rent	Monthly Rent	Industrial Rent/SF	Fitness Ctr Rent/SF	Expenses
The Gym at Port Chester, Inc. 11 Riverdale Ave	29,000 Industrial	1/1/2009	10	2009	\$210,000	varies	\$7.24	\$13.83	All Cam
				2010	\$216,300	\$9,375	\$7.46	\$14.25	87.5% Taxes
				2011	\$222,789	\$9,660	\$7.68	\$14.68	All Utilities
	15,180 Fitness Ctr			2012	\$229,473	\$8,490	\$7.91	\$15.12	
				2013	\$236,357	\$8,243	\$8.15	\$15.57	
				2014	\$243,448	\$8,244	\$8.39	\$16.04	
				2015	\$250,751	\$8,245	\$8.65	\$16.52	
				2016	\$258,273	\$8,246	\$8.91	\$17.01	
				2017	\$266,022	\$8,247	\$9.17	\$17.52	
				2018	\$274,002	\$8,248	\$9.45	\$18.05	
The Gym at Port Chester, Inc.	3,944 Industrial	8/1/2009	10	2009	\$46,000	\$11,375	\$11.66	\$11.66	All Cam
				2010	\$46,000	\$11,716	\$11.66	\$11.66	12.5% Taxes
				2011	\$46,000	\$11,717	\$11.66	\$11.66	All Utilities
	3,944 Fitness Ctr			2012	\$48,801	\$11,718	\$12.37	\$12.37	
				2013	\$50,265	\$11,719	\$12.74	\$12.74	
				2014	\$51,773	\$11,720	\$13.13	\$13.13	
				2015	\$53,327	\$11,721	\$13.52	\$13.52	
				2016	\$54,926	\$11,722	\$13.93	\$13.93	
				2017	\$56,574	\$11,723	\$14.34	\$14.34	
				2018	\$58,271	\$11,724	\$14.77	\$14.77	

### **Concessions – 1/1/2009 lease**

1<sup>st</sup> 3 months free rent; month 4 base rent is 50% of total less another \$3,325 and no tax reimbursement. Months 5 & 6 are 50% of the total and no tax reimbursement. The October, November and December base rent shall be reduced by \$1,808.33.

As a contribution to the tenant's construction cost, the landlord gives a monthly rent reduction of \$5,555 for April, May, June, July, August, September, October, November and December of 2009.

As a rent concession for the 2<sup>nd</sup> year, the landlord gives a base rent reduction of \$2,053.33 for each month plus an additional \$1,250 for the months of October, November and December.

### ***Rental Analysis***

From 2009 to 2013, the subject was a 32,984± square foot, light industrial building in average condition with average utility. Renovation work did not begin until August of 2013. As of the taxable status date in 2014, the property was primarily unfinished space with work being completed for new plumbing, creation of a new interior layout, wiring, etc. For the purpose of the analysis, we will continue to value the property as a light industrial building in 2014. As of the taxable status date in 2015, the fitness center was complete and open for business. It will be valued as a fitness center in 2015.

*Rental as an Industrial building* – on the following page we will present a lease analysis grid which will be used to determine the market rent for the building for the years 2009-2014. The building was in average condition, has average building utility and limited parking. Time adjustments are based on market conditions declining from 2009 to January 1, 2011 and becoming relatively level thereafter.

<b>Comparable Rental Analysis - Light Industrial</b>								
	<u>LEASE 1</u>	<u>LEASE 2</u>	<u>LEASE 3</u>	<u>LEASE 4</u>	<u>LEASE 5</u>	<u>LEASE 6</u>	<u>LEASE 7</u>	<u>SUBJECT</u>
Location	221	480	420	136-140	25	5	139	13 Riverdale
	Washington Street Mt. Vernon	Ogden Avenue Mamaroneck	Railroad Way Mamaroneck	Horton Avenue Port Chester	Martin Place Port Chester	Plain Avenue New Rochelle	Hoyt Avenue Mamaroneck	Avenue Port Chester
Type of Space	Light Industrial	Light Industrial	Light Industrial	Light Industrial	Light Industrial	Light Industrial	Light Industrial	Light Industrial
Commencement Date	2/1/2009	5/1/2010	1/1/2011	2/1/2012	10/1/2012	5/15/2013	6/21/2013	N/A
Annual Base Rent	\$192,060	\$96,000	\$221,367	\$301,702	\$84,000	\$166,400	\$184,275	N/A
Rental Size/SF	17,460	9,600	22,900	25,100	11,808	12,840	19,500	32,944
Condition/Quality	Similar	Similar	Similar	Superior	Similar	Superior	Superior	Average
Ceiling Height	16	15	16	18	10	14	14	12
Loading Facilities	Adequate	Adequate	Adequate	Adequate	Adequate	Adequate	Adequate	Adequate
On-Site Parking	Adequate	Limited	Limited	Limited	None	Adequate	Adequate	Limited
Building Utility	Good	Good	Good	Good	Good	Good	Good	Average
Annual Rent/SF	\$11.00	\$10.00	\$9.67	\$12.02	\$7.11	\$12.96	\$9.45	N/A
<b>Expenses</b>								
Heat	Tenant	Tenant	Tenant	Tenant	Tenant	Tenant	Tenant	Tenant
Electric	Tenant	Tenant	Tenant	Tenant	Tenant	Tenant	Tenant	Tenant
Insurance	Landlord	Landlord	Landlord	Landlord	Landlord	Landlord	\$0.25	Landlord
Structural Repairs	Landlord	Landlord	Landlord	Landlord	Landlord	Landlord	Landlord	Landlord
Taxes	<u>Base year</u>	<u>Base year</u>	<u>Base year</u>	<u>Base year</u>	<u>Landlord</u>	<u>Base year</u>	<u>\$3.08</u>	<u>Landlord</u>
Base Rent per SF	\$11.00	\$10.00	\$9.67	\$12.02	\$7.11	\$12.96	\$12.78	N/A
<b>Lease Analysis</b>								
Conditions of Rental	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>
Adjusted Rent/SF	\$11.00	\$10.00	\$9.67	\$12.02	\$7.11	\$12.96	\$12.78	
Market Conditions	<u>-5.7%</u>	<u>-2.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>
Adjusted Rent/SF	\$10.37	\$9.80	\$9.67	\$12.02	\$7.11	\$12.96	\$12.78	
<b>Physical Adjustments</b>								
Location	0.0%	-10.0%	-10.0%	0.0%	0.0%	-10.0%	-10.0%	
Area Leased/SF	-10.0%	-14.0%	-7.0%	-5.0%	-13.0%	-13.0%	-9.0%	
Condition/Quality	0.0%	0.0%	0.0%	-10.0%	0.0%	-5.0%	-5.0%	
Ceiling Height	-5.0%	-5.0%	-5.0%	-7.0%	3.0%	-3.0%	-3.0%	
Loading Facilities	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
On-Site Parking	-5.0%	0.0%	0.0%	0.0%	5.0%	-5.0%	-5.0%	
Building Utility	-5.0%	-5.0%	-5.0%	-5.0%	-5.0%	-5.0%	-5.0%	
Rental Terms	0.0%	0.0%	0.0%	0.0%	2.0%	0.0%	0.0%	
Net Adjustment	-20.0%	-29.0%	-27.0%	-27.0%	-8.0%	-41.0%	-37.0%	
Adjusted Rent/SF	\$8.29	\$6.96	\$7.06	\$8.77	\$6.54	\$7.65	\$8.05	

**Conclusion of Market Rent**

The conclusion of market rent during each year at issue is as follows:

<b>Market Rent Conclusions</b>						
<b>Valuation Date</b>	<b>Jul-08</b>	<b>Jul-09</b>	<b>Jul-10</b>	<b>Jul-11</b>	<b>Jul-12</b>	<b>Jul-13</b>
Market Rent per SF	\$8.25	\$8.15	\$7.95	\$7.85	\$7.85	\$8.50

The rent is predicated upon the tenant being responsible for all utilities, interior repairs and liability insurance. The landlord is responsible for real estate taxes, fire insurance, structural repairs and other costs associated with the ownership of an income producing property. The increase in rent from the last year is attributable to the work that was done as of May 1, 2014. The decline in the rent in 2009-2011 was a result of market conditions as well as the fact that the building had remained vacant during those years.

***Rental as an Fitness Center*** – on the following page we will present a lease analysis grid which will be used to determine the market rent for the building for the 2015. The building was recently converted to a fitness center and was in very good condition.

Due to a lack of fitness center/health club rentals we were forced to go back in time. Time adjustments are based on market conditions increasing from 2005 to January 1, 2007. They were stable until January 1, 2008 at which time they declined until January 1, 2011.

<b>Comparable Fitness Center Rental Analysis</b>								
	<u>LEASE</u>	<u>LEASE</u>	<u>LEASE</u>	<u>LEASE</u>	<u>LEASE</u>	<u>LEASE</u>	<u>LEASE</u>	<u>SUBJECT</u>
	1	2	3	4	5	6	7	
Location	1053-1115	99	589	50	260	250	25	13-23
	Boston Post Rd Mamaroneck	Business Park Dr Armonk	Tuckahoe Rd Yonkers	Livingston Ave Dobbs Ferry	Boston Post Rd Port Chester	Main Street White Plains	S. Broadway White Plains	Riverdale Ave Port Chester
Tenant	Equinox	The Gym	Bally's	NYSC	LA Fitness	Planet Fitness	UFC	Clay Fitness
Building Type	Fitness Center	Fitness Center	Fitness Center	Fitness Center	Fitness Center	Fitness Center	Fitness Center	Fitness Center
Commencement Date	6/1/2005	10/15/2005	3/1/2007	11/1/2008	5/13/2011	1/1/2012	9/1/2013	N/A
Effective Base Rent	\$586,667	\$630,000	\$363,360	\$816,153	\$934,779	\$470,000	\$108,300	N/A
Rental Size/SF	25,314	45,000	24,720	33,056	39,508	20,000	5,900	19,124
Location	Superior	Superior	Superior	Superior	Superior	Superior	Superior	Average
Condition/Quality	V. good/Good	V. good/Good	Good/Good	New/Good	V. good/Good	New/Good	Avg/Good	V. good/Good
On-Site Parking	Adeq./outdoor	Adeq./outdoor	Adeq./outdoor	Adeq./Garage	Adeq./outdoor	Adeq./Garage	None/Municipal	Adeq./Garage
Annual Rent/SF	\$23.18	\$14.00	\$14.70	\$24.69	\$23.66	\$23.50	\$18.36	N/A
<b>Amenities</b>								
Swimming Pool	No	No	Yes	Yes	Yes	No	No	No
Indoor Courts	No	Yes	No	No	Yes	No	No	No
Outdoor Courts	No	No	No	No	No	No	No	No
Weight Training	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cardiovascular	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Group Exercise Classes	Yes	Yes	Yes	Yes	Yes	No	No	Yes
Locker Rooms	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes
Café/Juice Bar	Yes	No	No	No	No	No	No	Yes
Spa	Yes	No	No	No	Yes	No	No	Yes
<b>Expenses</b>								
Utilities	Tenant	Tenant	Tenant	Tenant	Tenant	Tenant	Tenant	Tenant
Insurance	Tenant	Tenant	Tenant	Tenant	Tenant	Tenant	Tenant	Tenant
CAM	Tenant	Tenant	Tenant	Tenant	Tenant	Tenant	Base year	Tenant
Structural Repairs	Landlord	Landlord	Landlord	Landlord	Landlord	Landlord	Landlord	Landlord
Taxes	\$2.00	\$2.14	\$2.00	\$4.00	\$2.64	\$5.00	Base year	Landlord
Base Rent	\$25.18	\$16.14	\$16.70	\$28.69	\$26.30	\$28.50	\$18.36	N/A
<b>Lease Analysis</b>								
Conditions of Rental	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>
Adjusted Rent/SF	\$25.18	\$16.14	\$16.70	\$28.69	\$26.30	\$28.50	\$18.36	
Market Conditions to 1/1/2007	<u>4.8%</u>	<u>3.6%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>
Adjusted Price/SF	\$26.37	\$16.73	\$16.70	\$28.69	\$26.30	\$28.50	\$18.36	
Market Conditions 1/1/08-1/1/11	<u>-15.0%</u>	<u>-15.0%</u>	<u>-15.0%</u>	<u>-10.8%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>
Adjusted Price/SF	\$22.41	\$14.22	\$14.19	\$25.58	\$26.30	\$28.50	\$18.36	
<b>Physical Adjustments</b>								
Location	-30.0%	-10.0%	-10.0%	-20.0%	-30.0%	-30.0%	-30.0%	
Area Leased/SF	5.0%	12.0%	5.0%	8.0%	10.0%	0.0%	-14.0%	
Condition/Quality	0.0%	0.0%	10.0%	-10.0%	0.0%	-10.0%	20.0%	
Parking	3.0%	3.0%	3.0%	0.0%	3.0%	0.0%	5.0%	
Amenities	0.0%	3.0%	0.0%	0.0%	-5.0%	0.0%	20.0%	
Rental Terms	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-3.0%	
Net Adjustment	-22.0%	8.0%	8.0%	-22.0%	-22.0%	-40.0%	-2.0%	
Adjusted Rent	\$17.48	\$15.35	\$15.33	\$19.95	\$20.51	\$17.10	\$17.99	

**Conclusion of Market Rent**

The conclusion of market rent for the property, as of its condition on May 1, 2015, is \$18.00 per square foot. The rent is predicated upon the tenant being responsible for all utilities, all CAM charges, interior repairs and insurance. The landlord is responsible for real estate taxes, structural repairs and other costs associated with the ownership of an income producing property.

**Potential Gross Income Analysis**

The total income attributable to a property at 100% occupancy, before vacancy, collection losses, and operating expenses are deducted is potential gross income (PGI). The various amounts of the forms of income that comprise the PGI are discussed below.

***Rental Income***

In order to estimate the market rent of the subject property, we researched and analyzed rents achieved within similar properties. The comparable rentals represent spaces having utility comparable to that of the subject property.

The subject property's rental income is based on the previously estimated market rents; rental income is calculated using the following formula:

$$\text{Market Rent} \times \text{Gross Leasable Area} = \text{Rental Income}$$

Based on our rental analysis as well as the square footage breakdown for the subject, the Potential Gross Rental Income for the property is as follows:

<b>Potential Gross Income</b>							Fitness Ctr
<b>Income</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Square Foot Area -	32,944	32,944	32,944	32,944	32,944	32,944	19,124
Market Rent per SF	<u>\$8.25</u>	<u>\$8.15</u>	<u>\$7.95</u>	<u>\$7.85</u>	<u>\$7.85</u>	<u>\$8.50</u>	<u>\$18.00</u>
<b>Potential Gross Income</b>	<b>\$271,788</b>	<b>\$268,494</b>	<b>\$261,905</b>	<b>\$258,610</b>	<b>\$258,610</b>	<b>\$280,024</b>	<b>\$344,232</b>

### **Reconstruction of the Income & Expenses**

Using the estimated PGI as a starting point, an income and expense statement is reconstructed for the subject property as follows:

1. Estimate a vacancy and collection loss factor and deduct it from potential gross income to derive effective gross income (EGI).
2. Estimate and deduct from the effective gross income appropriate expenses associated with the subject property to derive net operating income (NOI) before debt service and income tax payments.

### **Vacancy & Collection Loss**

Few rental properties remain fully occupied for extended time periods. Vacancy and collection losses are a deduction from potential gross income (PGI) to account for vacancies, tenant turnover, and tenant failures to pay rent; they are typically measured as a percentage of potential gross income. The subject property's vacancy and collection loss has been estimated at 5.0% of the potential gross income for the building. This is consistent with market trends for owner occupied space.

### **Effective Gross Income (EGI)**

The fifth edition of *The Dictionary of Real Estate Appraisal* defines effective gross income as "the anticipated income from all operations of the real property after an allowance for vacancy and collection losses." Thus, deducting the estimated vacancy and collection loss from the PGI derives the EGI.

### **Operating Expense Analysis**

Total operating expenses are the sum of all fixed and variable operating expenses (assuming prudent and competent management) and the estimated replacement allowance. However, some expenses are the responsibility of the landlord and other expenses are the responsibility of the tenant; only the landlord's expenses are deducted from the EGI.

### **Stabilized Expenses**

Based on the expenses incurred by similar properties, the stabilized expenses for the property are as follows:

- *Repairs & Maintenance* (structural) – Based on both the industrial and fitness rental analyses, the tenant is responsible for all repairs & maintenance of the building and parking area. The landlord is responsible for structural repairs. We have stabilized this expense at \$0.25 per square foot as an industrial building and \$0.35 per square foot as a fitness center.

- *Utilities* – Tenant; our rent conclusion in both analyses has the tenant responsible for all utilities.
- *Insurance* – In the industrial rental analysis, the landlord is responsible for fire insurance, which we have stabilized at \$0.25 per square foot. The fitness center rent analysis has the tenant paying for all insurance costs.
- *Legal & Professional Fees* – We have stabilized the expense at \$3,500 for both analyses.
- *Management* – 4% of the Effective Gross Income during each year at issue for both analyses.
- *Reserves for Replacement* – This is for periodic replacement of capital items such as boiler, roofs, etc. We have stabilized this at \$0.30 per square foot in the industrial analysis and \$0.35 per square foot in the fitness center analysis.
- *Commissions/TT's* – 2% of the Effective Gross Income during the year at issue for the industrial analysis and 3% of the effective gross income in the fitness center analysis. The fitness center is higher as work-letters are more common place with retail type developments as compared to industrial, which is most unfinished space.

### Net Operating Income

The fifth edition of *The Dictionary of Real Estate Appraisal* defines net operating income as “the actual or anticipated net income that remains after all operating expenses are deducted from effective gross income, but before mortgage debt service and book depreciation are deducted.”

The previously estimated expenses are then deducted from the effective gross income to derive the estimated net operating income.

On the following page we will present the stabilized income and expense statement for the property as an industrial building. This will be followed by the stabilized income and expense statement as a fitness center.



**Reconstructed Income & Expense Statement – Industrial Building**

The subject property’s reconstructed income and expense statement as an industrial building is presented as follows:

<b>Reconstructed Income &amp; Expense Statement - Industrial</b>						
	Jul-08	Jul-09	Jul-10	Jul-11	Jul-12	Jul-13
<b>Income</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
Potential Rental Income	\$271,788	\$268,494	\$261,905	\$258,610	\$258,610	\$280,024
Less Vacancy & Collection Loss	7.0%	7.0%	7.0%	5.0%	5.0%	5.0%
	\$19,025	\$18,795	\$18,333	\$12,931	\$12,931	\$14,001
<b>Effective Gross Income</b>	<b>\$252,763</b>	<b>\$249,699</b>	<b>\$243,571</b>	<b>\$245,680</b>	<b>\$245,680</b>	<b>\$266,023</b>
<b>Stabilized Operating Expenses</b>						
Real Estate Taxes	Cap Rate	Cap Rate	Cap Rate	Cap Rate	Cap Rate	Cap Rate
Repairs & Maintenance (structural)	\$0.25 per SF	\$8,236	\$8,236	\$8,236	\$8,236	\$8,236
Utilities	Tenant	\$0	\$0	\$0	\$0	\$0
Insurance	\$0.25 per SF	\$8,236	\$8,236	\$8,236	\$8,236	\$8,236
Legal & Professional Fees		\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
Management	4.0% of EGI	\$10,111	\$9,988	\$9,743	\$9,827	\$10,641
Reserves for Replacement	\$0.30 per SF	\$9,883	\$9,883	\$9,883	\$9,883	\$9,883
Commissions/TT's	2.0% of EGI	\$5,055	\$4,994	\$4,871	\$4,914	\$5,320
Total Operating Expenses		\$45,021	\$44,837	\$44,469	\$44,596	\$45,817
Expenses per SF		\$1.37	\$1.36	\$1.35	\$1.35	\$1.39
<b>Net Operating Income</b>		<b>\$207,742</b>	<b>\$204,862</b>	<b>\$199,102</b>	<b>\$201,084</b>	<b>\$220,206</b>

**Reconstructed Income & Expense Statement – Fitness Center**

The subject property’s reconstructed income and expense statement as fitness center is presented as follows:

<b>Reconstructed Income &amp; Expense Statement</b>		
		Jul-14
<b>Income</b>		<b>2015</b>
Potential Rental Income		\$344,232
Less Vacancy & Collection Loss	% of PGI	10.0%
		\$34,423
<b>Effective Gross Income</b>		<b>\$309,809</b>
<b>Stabilized Operating Expenses</b>		
Real Estate Taxes		Cap Rate
Repairs & Maintenance (structural)	\$0.35 per SF	\$6,693
Utilities	Tenant	\$0
Insurance	Tenant	\$0
Legal & Professional Fees		\$3,500
Management	4.0% of EGI	\$12,392
Reserves for Replacement	\$0.35 per SF	\$6,693
Commissions/TT's	3.0% of EGI	\$9,294
Total Operating Expenses		\$38,573
Expenses per SF		\$2.02
<b>Net Operating Income</b>		<b>\$271,235</b>

**Discussion of Capitalization**

Capitalization is the process of converting income into a present value (market value) estimate. A rate of return is the relationship or ratio between income generated and an original investment.

***Overall Capitalization Rates***

Overall Capitalization Rates ( $R_o$ ) show the relationship between net operating income and value. If net income can be computed, overall property value can be estimated. A going-in capitalization rate is first year NOI divided by present value or purchase price; a terminal capitalization rate is usually used to estimate resale or reversionary value at the end of the investment period. Capitalization rates developed within this report were based, for the most part, upon our experience with actual properties appraised within this market area, with additional consideration given to national averages for the various property types.

**Capitalization by Band of Investment**

In this appraisal, we analyzed net income before real estate taxes capitalized by an equalized rate (comprised of a base capitalization rate and an effective tax rate).

***Derivation of  $R_o$  from Band of Investment***

Most properties are purchased with debt and equity capital; therefore, the overall capitalization rate must satisfy the market return requirements of both investment positions. The lender/mortgagee must anticipate a rate of return that is appropriate for the investment's perceived risk in order to make the loan; the loan principal is typically repaid through periodic amortization payments. The equity investor/mortgagor must also anticipate a rate of return that is commensurate with the investment's perceived risk or they opt for an alternative investment.

Band of Investment is defined by the fifth edition of *The Dictionary of Real Estate Appraisal* as "a technique in which the capitalization rates attributable to components of capital investment are weighted and computed to derive a weighted average rate attributable to the total investment." Thus, capitalization rates for debt and equity are analyzed.

The capitalization rate for debt is known as the mortgage constant ( $R_M$ ); it is the ratio of annual debt service to the principal amount of the mortgage loan. It is calculated as follows:

$$R_M = \frac{\text{Monthly Payment} \times 12}{\text{Amount of Loan}}$$

The monthly payment of a loan is calculated using the following formula:

$$\text{Monthly Payment} = \frac{\text{Interest Rate (i)}}{1 - \text{Present Value Factor}}$$

The Present Value Factor can be obtained from financial tables that show the six functions of a dollar.

The rate used to capitalize equity income is called the equity capitalization rate ( $R_E$ ); it is the ratio of annual pre-tax cash flow (usually in the first year of the holding period) to the amount of the equity investment.

The  $R_O$  indicated by the band of investment is a weighted average of the  $R_M$  and  $R_E$ . Using the loan-to-value ratio ( $M$ ) and the equity ratio ( $E$  or  $1-M$ ) the  $R_O$  is calculated as follows:

$$R_O = (M \times R_M) + (E \times R_E)$$

Our assumptions, the computation of the overall capitalization rates ( $R_o$ ), are shown below.

<b>Capitalization - Band of Investment</b>							Fitness Ctr
<b>Assumptions</b>	Jul-08	Jul-09	Jul-10	Jul-11	Jul-12	Jul-13	Jul-14
Mortgage Interest Rate	6.00%	6.50%	5.50%	5.25%	4.50%	4.50%	5.00%
Term (Years)	25	25	25	25	25	25	25
# of Payments	300	300	300	300	300	300	300
Mortgage Ratio	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%
Annual Constant	7.73%	8.10%	7.37%	7.19%	6.67%	6.67%	7.02%
Equity Dividend	10.00%	11.00%	11.00%	11.00%	11.00%	11.00%	11.50%
Equity Ratio	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%
<b>Computations</b>							
Mortgage Ratio	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%
Annual Constant	7.73%	8.10%	7.37%	7.19%	6.67%	6.67%	7.02%
Mortgage Component	5.41%	5.67%	5.16%	5.03%	4.67%	4.67%	4.91%
Equity Ratio	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%
Equity Dividend	10.00%	11.00%	11.00%	11.00%	11.00%	11.00%	11.50%
Equity Component	3.00%	3.30%	3.30%	3.30%	3.30%	3.30%	3.45%
Indicated Overall Rate	8.41%	8.97%	8.46%	8.33%	7.97%	7.97%	8.36%

**Investor Surveys**

In addition to the Band of Investment, we have referred to PWC Investment Survey and RealtyRates.com Investor Survey.

**PWC Survey** - In addition to breaking down the real estate market by property type, the PWC survey breaks properties down into two categories; Institutional Grade and Non-Institutional Grade. The subject property would be considered Non-Institutional Grade. The following table illustrates the results of the survey covering the years at issue. Due to the fact that the valuation date is July 1<sup>st</sup>, we have utilized the 2<sup>nd</sup> Quarter results.

Korpacz Investment Survey National Warehouse Market - Non-Institutional Grade Overall Capitalization Rates							Fitness Ctr National Retail Market							
Year	2nd Quarter 2008		2nd Quarter 2009		2nd Quarter 2010		2nd Quarter 2011		2nd Quarter 2012		2nd Quarter 2013		2nd Quarter 2014	
Range	6.00%	10.00%	6.50%	13.50%	8.00%	15.00%	7.00%	15.00%	6.50%	15.00%	n/a	n/a	5.25%	15.00%
Average	8.05%		10.23%		10.85%		9.82%		9.21%		n/a		8.63%	

n/a – Indicates participants are not currently pursuing non-institutional grade investments in this market.

**RealtyRates.com Survey** – In this survey we have focused in on the National Suburban Office Market. The results are based on the 3<sup>rd</sup> quarter rates, as 3<sup>rd</sup> quarter rates are based on 2<sup>nd</sup> quarter information. The survey results are as follows:

Realty Rates Investor Survey Overall Capitalization Rates														
Industrial - Warehouse Market												Free Standing Retail		
Year	3rd Quarter 2008		3rd Quarter 2009		3rd Quarter 2010		3rd Quarter 2011		3rd Quarter 2012		3rd Quarter 2013		3rd Quarter 2014	
Range	5.89%	11.90%	5.76%	11.87%	5.75%	11.90%	5.78%	11.82%	5.11%	11.78%	4.34%	11.78%	5.06%	13.92%
Average	8.15%		8.78%		8.81%		8.89%		8.61%		8.42%		10.66%	

\*3rd quarter numbers based on 2nd quarter information

RealtyRates.com does not include reserves in calculating Net Operating Income (NOI). Therefore, the overall capitalization rates presented by RealtyRates.com are higher since reserves have not been taken as an expense. These rates need be adjusted. Based on the reserves taken in my analysis, the rate should be adjusted downward approximately 4.0% for the industrial analysis and 2.5% for the fitness center analysis. This is done as follows:

Realty Rates Investor Survey Overall Capitalization Rates														
Industrial - Warehouse Market												Free Standing Retail		
Year	3rd Quarter 2008		3rd Quarter 2009		3rd Quarter 2010		3rd Quarter 2011		3rd Quarter 2012		3rd Quarter 2013		3rd Quarter 2014	
Range	5.89%	11.90%	5.76%	11.87%	5.75%	11.90%	5.78%	11.82%	5.11%	11.78%	4.34%	11.78%	5.06%	13.92%
Average	8.15%		8.78%		8.81%		8.89%		8.61%		8.42%		10.66%	
Adjusted	7.82%		8.43%		8.46%		8.53%		8.27%		8.08%		10.39%	

**Capitalization Rate Conclusion**

The following table summarizes the overall capitalization rates indicated by the Band of Investment and the PWC and RealtyRates.com surveys.

<b>Capitalization Rate Summary</b>							Fitness Ctr
Valuation Date	<u>7/1/2008</u>	<u>7/1/2009</u>	<u>7/1/2010</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>
Band of Investment	8.41%	8.97%	8.46%	8.33%	7.97%	7.97%	8.36%
PWC	8.05%	10.23%	10.85%	9.82%	9.21%	n/a	8.63%
Realty Rates	7.82%	8.43%	8.46%	8.53%	8.27%	8.08%	10.39%

In my conclusion of the appropriate capitalization rate for the subject during each year at issue, I have given greatest weight to the Band of Investment as this is based more on the expectations of the local market. The national surveys of PWC and RealtyRates.com were given lesser consideration as they are national surveys and not specific to the subject's marketplace.

<b>Capitalization Rate Conclusion</b>							Fitness Ctr
Valuation Date	<u>7/1/2008</u>	<u>7/1/2009</u>	<u>7/1/2010</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>
<b>Conclusion</b>	<b>8.25%</b>	<b>9.00%</b>	<b>8.50%</b>	<b>8.50%</b>	<b>8.25%</b>	<b>8.00%</b>	<b>8.50%</b>

## Reconciliation and Value Conclusions

### Final Value Conclusion – Income Approach

In the following table we will capitalize the net operating income from each year into a determination of market value.

<b>Direct Capitalization</b>							Fitness Ctr
Valuation Date	Jul-08	Jul-09	Jul-10	Jul-11	Jul-12	Jul-13	Jul-14
Net Operating Income	\$207,742	\$204,862	\$199,102	\$201,084	\$201,084	\$220,206	\$271,235
Indicated Overall Rate	8.25%	9.00%	8.50%	8.50%	8.25%	8.00%	8.50%
Effective Tax Rate	2.98%	3.00%	3.15%	3.41%	3.67%	3.90%	4.03%
Total Capitalization Rate	11.23%	12.00%	11.65%	11.91%	11.92%	11.90%	12.53%
Indicated Value	\$1,850,350	\$1,706,836	\$1,709,674	\$1,688,630	\$1,686,937	\$1,850,221	\$2,165,210
<b>Rounded</b>	<b>\$1,850,000</b>	<b>\$1,710,000</b>	<b>\$1,710,000</b>	<b>\$1,690,000</b>	<b>\$1,690,000</b>	<b>\$1,850,000</b>	<b>\$2,170,000</b>

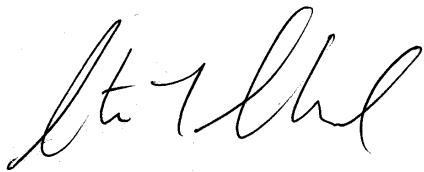
### Summary of Value Conclusions

The conclusions of value and assessment analyses are presented below:

<b>Indications of Value &amp; Conclusions of Assessment</b>							Fitness Ctr
Valuation Date	Jul-08	Jul-09	Jul-10	Jul-11	Jul-12	Jul-13	Jul-14
<b>Conclusion of Value</b>	<b>\$1,850,000</b>	<b>\$1,710,000</b>	<b>\$1,710,000</b>	<b>\$1,690,000</b>	<b>\$1,690,000</b>	<b>\$1,850,000</b>	<b>\$2,170,000</b>
<b>Assessment Analyses</b>							Fitness Ctr
Assessment Year	2009	2010	2011	2012	2013	2014	2015
Estimated Value	\$1,850,000	\$1,710,000	\$1,710,000	\$1,690,000	\$1,690,000	\$1,850,000	\$2,170,000
Equalization Rate	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Indicated Assessment	\$1,850,000	\$1,710,000	\$1,710,000	\$1,690,000	\$1,690,000	\$1,850,000	\$2,170,000
versus							
Actual Assessment	<u>\$2,450,500</u>	<u>\$2,208,000</u>	<u>\$2,256,200</u>	<u>\$1,957,400</u>	<u>\$1,847,500</u>	<u>\$1,892,400</u>	<u>\$2,053,900</u>
Indicated Reduction	\$600,500	\$498,000	\$546,200	\$267,400	\$157,500	\$42,400	n/a
% Reduction	24.51%	22.55%	24.21%	13.66%	8.53%	2.24%	n/a

**Certificate of Appraisal**

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, opinions, and conclusions are adequate only by the reported assumptions and limiting conditions, and is my personal, unbiased professional analysis, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. The appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
6. I have made a personal inspection of the property that is the subject of this report.
7. The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.
9. As of the date of this report, Steven T. Sherwood, MAI, has completed the requirements of the continuing education program of the Appraisal Institute.



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Steven T. Sherwood, MAI  
Certified General Appraiser  
State of New York #46-11242



### Assumptions and Limiting Conditions

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any and all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in the report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in the report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and there is no encroachment or trespass unless noted in the report.
11. Possession of this report, or copy thereof, does not carry with it the right of publication.
12. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
13. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

## **Assumptions and Limiting Conditions**

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14. Neither all nor any part of the contents of this report, especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected, shall be decimated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval of the appraiser.
15. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
16. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, were not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, toxic chemicals, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
17. Unless otherwise stated in this report, we did not make a survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the Americans with Disabilities Act (ADA). It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of the ADA in estimating the value of the property.
18. The value conclusions assume the property was in similar condition as of each of the taxable status dates.

**Addenda**

## **Qualifications of the Appraiser**

# STEVEN T. SHERWOOD, MAI

## PROFESSIONAL QUALIFICATIONS

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### APPRAISAL AFFILIATION AND CERTIFICATION

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- MAI – The Appraisal Institute - Certificate # 11271
- New York State Certified General Real Estate Appraiser ID# 46-11242
- National Association of Realtors #650598580
- Member – International Association of Assessing Officers #10183307

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### PROFESSIONAL APPRAISAL BACKGROUND

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- 2003 to Present – President, Valuation Plus, Inc. Mamaroneck, New York.
- 1998 to 2002 – President, Commercial Division – Blaise Appraisals & Consultants, Inc. Armonk, New York.
- 1985 to 1998 – Real Estate Appraiser & Consultant – Lane Appraisals, Inc. Larchmont, New York.

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### APPRAISAL EXPERIENCE

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- Since 1990 – Commercial/Residential Appraiser – Assignments include appraising and consulting work with single and multi-family homes, cooperative and condominium apartments, apartment buildings, retail buildings, industrial buildings, subdivisions, vacant land, golf courses, marinas, gasoline stations, nursing homes, assisted living care facilities, hotels, motels, automotive dealerships, commercial cooperatives & condominiums and feasibility analyses.
- 1988 to 1990 – Residential Manager, Lane Appraisals, Inc. Responsibilities included all aspects of residential assignments for the company from inception to billing.
- 1985 to 1988 – Residential Appraiser – Assignments included appraising and consulting work with single family homes, condominiums, cooperatives, multi-family dwellings, estates, vacant land, proposed residential dwellings and condominiums from plans.

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### LITIGATION/ARBITRATION APPRAISAL EXPERIENCE

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- Extensive experience in consulting, arbitration and the preparation of appraisal reports for litigation involving condemnation, tax certiorari and matrimonial cases.
- Expert Witness New York State Supreme Court.

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### FORMAL EDUCATION

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- St. Lawrence University, Canton, New York  
Bachelor of Arts, 1985.

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### APPRAISAL EDUCATION – APPRAISAL INSTITUTE COURSES & SEMINARS

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- Real Estate Appraisal Principles (1A-1)
- Real Estate Valuation (1A-2)
- Valuation Procedures (120)
- Standards of Professional Practice, Part A
- Standards of Professional Practice, Part B
- Capitalization Theory and Techniques, Part A
- Capitalization Theory and Techniques, Part B
- Report Writing and Valuation Analysis
- Advanced Applications
- Argus 8.0 and Argus 8.0 advanced
- Appraisal Strategies and the Internet
- Litigation Case Studies
- Litigation Appraising – Current Issues in Tax Certiorari
- Income Valuation of Small Mixed-Use Properties
- 20 Common Appraisal Errors
- Analyzing Commercial Lease Clauses
- Understanding and Testing Discounted Cash Flow Valuation Models

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-CLIENTS SERVED-  
FINANCIAL INSTITUTIONS

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Advanta Mortgage Corporation	G.E. Capital
American Home Mortgage	G.L.M. Mortgage Company
American Mortgage Banking	G.M. Woldenberge, Inc.
American Savings Bank	G.W. Mortgage
Anchor Savings Bank	Goldstar Resources
Apple Bank for Savings	Goldome Bank
Astoria Federal Savings	Greenwich Federal Savings & Loan
Assured Equities, Ltd.	Heritage Funding
Banco Popular de Puerto Rico	Homequity
Bank of Boston	Home Mortgage
Bank of Great Neck	Homestead Mortgage, Inc.
Bank of New York	Horizon Funding
Bank of Scotland	Houlihan Lawrence Financial
Bankers Trust Company	Hudson Valley Mortgage
Barclays Bank of New York	Hudson Valley National Bank
Boatman's Relocation Management	IBJ Schroeder Bank and Trust Company
Centerbank	Intercounty Savings Bank
Chase Home Mortgage Corporation	IPI Financial Services
Chemical Bank	JLB Funding
Citibank, N.A.	Kadillac Funding, Ltd.
Citibank, F.S.B.	Key Bank-Key Corp. Mortgage
Citicorp Mortgage	Larchmont Federal Savings Bank
City & Suburban Federal Savings Bank	Lincoln Savings Bank
Colonial Savings & Loan Association	Loan America
Columbia Equities, Ltd.	MNC Mortgage
Community Preservation Corporation (CPC)	M & T Bank
Community Mutual Savings Bank	Manhattan Mortgage Company, Inc.
Condo Plus	Manufacturers Hanover Trust
Country Bank	Marine Midland Bank
Countrywide Funding	Merrill Lynch Relocation
Crossland Savings Bank	Mid-Hudson Savings Bank
Danbury Federal Savings Bank	Midlantic Home Mortgage Corp.
Dale Mortgage	Mitsubishi International
Dime Savings Bank	NationsBank
Dollar Dry Dock	National Westminster Bank, USA
Eastchester Savings Bank	New York National Bank
Eastern Savings Bank	North American Mortgage Co. (A Dime Company)
Emigrant Savings Bank	Northfork Bank
Empbanque Capital Corp.	Norwest Mortgage, Inc.
Empire Financial Corporation	PHH U.S.Mortgage Company
Empire of America	
Ensign Bank	
FDIC	
First American Bank	
First Nationwide Financial Corp.	
Fleet Bank	
Gateway Bank	

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**FINANCIAL INSTITUTIONS**

(Continued)

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PMCC Mortgage Corporation	Sound Beach Financial Corporation
PMI Mortgage Insurance Company	Sound Federal Savings & Loan
Pawling Savings Bank	Stamford Federal Savings Bank
Peoples Westchester Savings Bank	The Chase Manhattan Bank, N.A.
Pinnacle Financial Services	The First Boston Corporation
Poughkeepsie Savings Bank	The Money Store
Provident Savings Bank	The Richman Group
Prudential Relocation Management	Ulster Savings Bank
Republic Bank for Savings	Union State Bank
Residential Money Centers, Inc. (Member of GMAC)	Wall Street Equity Brokers
Resource Funding	Washington Mutual Savings Bank
Roosevelt Savings Bank	Westfair Funding Corporation
Sleepy Hollow Bank	Yonkers Savings & Loan

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**OTHER INSTITUTIONS**

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**MUNICIPALITIES**

County of Rockland  
County of Westchester  
City of Rye  
City of Mount Vernon  
City of New Rochelle  
City of Yonkers  
Town of Clarkstown  
Town of Greenburgh  
Town of Harrison  
Town of Haverstraw  
Town of Mamaroneck  
Town of Mt. Kisco  
Town of Mount Pleasant  
Town of New Castle  
Town of North Castle  
Town of Pelham  
Town of Ramapo  
Town of Rye  
Town of Somers  
Town of Yorktown  
Village of Ardsley  
Village of Briarcliff Manor  
Village of Haverstraw  
Village of Larchmont  
Village of Mamaroneck  
Village of Pleasantville  
Village of Port Chester  
Village of Tuckahoe

**NATIONALLY KNOWN COMPANIES**

Merril Lynch  
Great Atlantic & Pacific Tea, Co.  
PepsiCo, Inc.  
Exxon Corp.  
Avon Products, Inc.  
Prudential Insurance  
Guardian Life  
Allstate  
Royal Charter Properties  
Spectrum Skanska, USA

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UNIQUE ID NUMBER  
46000011242

State of New York  
Department of State

DIVISION OF LICENSING SERVICES

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE  
EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

SHERWOOD STEVEN T  
C/O VALUATION PLUS INC  
444 E-BOSTON POST RD  
SITE 101  
MAMARONECK, NY 10543

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A  
R. E. GENERAL APPRAISER

EFFECTIVE DATE  
MO. DAY YR.  
01 20 15

EXPIRATION DATE  
MO. DAY YR.  
01 19 17

In Witness Whereof, The Department of State has caused  
its official seal to be hereunto affixed.

CESAR A. PERALES  
SECRETARY OF STATE



13



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Police Department

**BOT Meeting Date:** 9/8/2015

**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: Account #:3120-422			BID #		
			<b>Strategic Plan Priority Area</b>		
			Public Safety		
Agreement	<input type="checkbox"/>	x	<b>Manager Priorities</b>		
Strategic Plan Related	x <input type="checkbox"/>		Emergency Preparedness		

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

Transfer of \$3,084. in DEA funds for the purchase of 1 Safe Pace 100 Radar Speed Sign with data collection software from Traffic Logix Corp.

**Summary**

**Background: In order to assist with traffic calming efforts around school facilities, the Department is recommending the transfer of \$3,084. of funds from the DEA account to purchase a Safe Pace 100 Rader Sign with data collection software**

<b>Proposed Action</b>
------------------------

That the Board of Trustees adopt the Resolution

<b>Attachments</b>

RESOLUTION  
BUDGET AMENDMENT – DEA FUNDS TO PURCHASE  
ONE SAFE PACE 100 RADAR SPEED SIGN

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) Safe Pace 100 Radar Speed Sign with data collection software for \$3,084 from Traffic Logix Inc. 3 Harriet Lane, Spring Valley, NY 10977. 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 2015-16 General Fund Budget as follows:

**GENERAL FUND**

Balance Sheet:

001-001-0695	Deferred Revenue Police DEA	\$(3,084.00)
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Revenues:

001-0001-2613	Use of Deferred DEA Revenue	\$3,084.00
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Appropriations:

001-3120-0200	Police Equipment	\$3,084.00
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14



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Office of the Village Manager

**BOT Meeting Date:** 9/8/2015

**Item Type:** Resolution

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

Description	Yes	No	Description	Yes	No
Fiscal Impact	x	<input type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	x
Funding Source:			BID #		
Account #:			<b>Strategic Plan Priority Area</b>		
	<b>Yes</b>	<b>No</b>	Broad Based		
Agreement	X		<b>Manager Priorities</b>		
Strategic Plan Related	x		Other		

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

Awarding Bid # 2015-04, RFP for Grant Writing Services and authorizing manager to enter into contract with winning bidder.

**Summary**

**Background:** On 6-29-15 the Village released an RFP seeking professional services to assist the Village in researching and identifying grant opportunities from both public and private sources, providing application preparation and submission, and management of awarded grants.

Having received multiple bids and having interviewed the top two candidates Village Staff recommends awarding the contract to Millennium Strategies LLC.

An attached memo outlines staff's intent and logic in making this choice.

Also attached is a resolution awarding the bid and authorizing the Village Manager to enter into a contract with Millennium Strategies, not to exceed \$35,000 a year for said services.

**Proposed Action**



That the Board of Trustees adopt the Resolution

<b>Attachments</b>
<b>Resolution</b> <b>RFP 2015-04</b> <b>Millennium Strategies LLC RFP response</b> <b>Laberge Consulting LLC RFP response</b> <b>Memo from staff</b>

AWARDING BID FOR GRANT WRITING SERVICES

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 solicited bids for grant writing services through a Request for Proposals process (RFP-2015-04); and

WHEREAS, the Village received three responses, two of which were deemed complete; and

WHEREAS, upon a review of these two proposals and interviews, Village staff recommends Millennium Strategies LLC to the Board as the superior respondent. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby accepts the proposal of Millennium Strategies LLC, 60 Roseland Ave Caldwell, NJ 07006 to provide grant writing services to the Village of Port Chester, and; be it further

RESOLVED, that the Village Manager is hereby authorized to negotiate and execute an agreement with the vendor not to exceed a term of 2 years at a rate which will not exceed the amount budgeted for FY 15-16 or as may be budgeted in the following year.

Approved as to Form:

\_\_\_\_\_  
Anthony M. Cerreto, Village Attorney

# **THE VILLAGE OF PORT CHESTER**

## **REQUEST FOR PROPOSALS FOR GRANT WRITING SERVICES**

**RFP 2015-04**



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

**Release Date: June 29, 2015**

# **VILLAGE OF PORT CHESTER, NEW YORK**

## **REQUEST FOR PROPOSALS**

## **GRANT WRITING SERVICES**

### **I. BACKGROUND**

The Village of Port Chester (hereinafter “Village”) is seeking professional services from qualified consultants to assist the Village in researching and identifying grant opportunities from both public and private sources, providing application preparation and submission, and management of awarded grants.

Grant opportunities will align with the goals, visions, and directives established in the Village’s adopted Comprehensive Plan, 2014-2016 Strategic Plan, Route 1 Corridor Study, Housing Conditions Study, and Local Waterfront Revitalization Program, which all identify and prioritize key economic development project throughout the Village. These plans each contain a summary of procedures, milestones and key deliverables. It is imperative that the selected consultant understand funding source timeframes as they intersect with the Village’s economic development strategies.

All of the Village’s departments, boards and commissions, and related entities, such as the Port Chester Industrial Development Corporation and Port Chester Local Development Corporation, will benefit from access to the consultant’s expertise and technical assistance.

### **II. MATERIAL TERMS AND CONDITIONS**

Services will be for a period of two (2) years from the date of contract execution. The Village has the opportunity to exercise an option for an additional one year.

The consultant is required to provide evidence of insurance pursuant to Village requirements.

The Village may terminate services on convenience on thirty (30) days written notice or summarily on default for non-performance or breach.

### **III. SCOPE OF SERVICES REQUESTED/CONSULTANT RESPONSIBILITIES**

The following are typical services and/or items that the successful consultant will be required to provide to the Village.

1. Funding Needs Analysis – Work with Village staff to facilitate meetings with Village departments, boards and commissions and related entities to assess the validity of current funding priority area, identify changes in funding priority areas, and identify new priority areas for funding through strategic plan process.

2. Grant Funding Research – Conduct research to identify grant resources including, but not limited to federal, state, foundation, agencies and organizations – public and private both - that support the Village’s funding needs and priorities stated in any of the Village’s adopted plans. Specifically, the Strategic Plan identified and prioritized economic development projects in alignment with the policies and principles of the New York Metropolitan Transportation Council and the Sustainable Communities Initiative, New York State Regional Economic Development Council, Mid-Hudson Sustainability Plan, and Westchester County’s Mayor Redevelopment Roundtable program. The five (5) economic development opportunity areas identified include: 1) facilitating transit oriented development in the downtown/train station area, 2) creating a new municipal center, 3) enhancing and revitalizing waterfront areas, 4) redeveloping the Fox Island peninsula, and 5) redeveloping the former United Hospital site.

A copy of the Strategic Plan is located on the Village’s Website: [http://www.portchesterny.com/Pages/PortChesterNY\\_StrategicPlan/StrategicPlan\\_June2014\\_FINAL.pdf](http://www.portchesterny.com/Pages/PortChesterNY_StrategicPlan/StrategicPlan_June2014_FINAL.pdf)

The consultant should also be expected to identify grant resources that support funding needs in other areas. The following general areas of funding needs are listed below by way of illustration but not limitation:

- a. Community/Economic Development
- b. Criminal Justice Technology and Programs
- c. Health Services
- d. Housing and Housing Programs
- e. Building/Code Enforcement
- f. Fire Protection Services
- g. Infrastructure Development and Maintenance
- h. Abandoned and Vacant Properties
- i. Technology and Digital Media
- j. Parks, Recreation and the Arts
- k. Social Services and Human Services
- l. Transportation and Highway
- m. Workforce Development
- n. Records Management
- o. Environmental Engineering and Brownfield Redevelopment

On a regular basis (frequency to be negotiated within the scope of the contract), and upon request, the consultant will be expected to provide the Village with summaries of potential funding opportunities. Summaries should include, but not be limited to, name of agency, due dates for applications, eligibility, a brief program summary, and the level of funding available.

3. On-call Grant Research – In addition to the areas defined above, other areas may also be identified through the Funding Needs Analysis process and throughout the duration of the contract. The scope of work may also include researching grant opportunities identified by the Village.

4. Grant Proposal Development – Provide general grant proposal writing services associated with the completion of grant applications on the behalf of the Village, including the preparation of funding abstracts, production and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, is to be provided to the Village Manager or designee.

5. Monthly Reports - The successful consultant shall submit monthly reports to the Village summarizing the amount of time expended and describe activities undertaken during the previous month.

#### **IV. PROPOSAL CONDITIONS & INFORMATION**

Proposals must be received by the Village by **3:00 pm Eastern on Friday, July 17, 2015**. proposals must be submitted in a sealed envelope and have original signature and date.

Please send ten (10) printed copies of the proposal and an electronic version of the proposal on a CD or flash drive to the following address:

Village of Port Chester  
Attention: Christopher D. Steers, Village Manager  
222 Grace Church Street, Suite 150  
Port Chester, New York 10573

Please place a label on the envelope stating: **“RFP- Grant Writing Services.”**

Questions regarding this proposal must be submitted in writing to Christopher D. Steers, Village Manager at the above address or by e-mail [csteers@portchesterny.com](mailto:csteers@portchesterny.com) by no later than July 10, 2015. Please put “RFP- Grant Writing Services” in the e-mail subject line.

#### **V. GENERAL SPECIFICATIONS**

##### **A. Submittal requirements**

Consultants shall submit the following:

1. A brief description of the entity submitting the proposal, including the full business name and type of organization (e.g., corporation, partnership, sole proprietorship), number of years in business, services provided, and the name, telephone number and e-mail address of the person the Village should contact if there are questions about the proposal or changes to the RFP.
2. Resumes for the primary individuals that will be committed to work with the Village, including their anticipated roles, relevant expertise, and any professional licenses or certifications.
3. Demonstration of consultant’s experiences including detailed descriptions of three (3) prior or current engagements that are similar in scope to the services requested in this RFP involving large-

scale mixed use urban projects. Please provide a reference for each client, including a name, telephone number and e-mail address.

4. A list of the consultant's current clients and grant writing services provided in Westchester County. Please comment on the possibility of a conflict of interest or any appearance of impropriety being created if you are selected to work with the Village of Port Chester.

5. A description of any material litigation over the past three (3) years that involved the consultant or any of its affiliates, a parent company, or any officer or principal.

6. Proof that the consultant is presently licensed to conduct business in New York State, or statement that the consultant will take the necessary steps to achieve such certification.

7. Evidence of general and professional liability insurance in the amount identified below in Appendix "A."

8. Explain how the consultant will assist the Village in accessing potential sources of grant funding that might otherwise not have been available to the Village.

9. Provide a detailed description of how the consultant will perform the grant writing services, including:

- a. An analysis of funding needs
- b. Identifying appropriate grant resources
- c. Procedure for grant preparation
- d. Procedure for grant review and approval
- e. Detailed time frame of whole process

10. The consultant's proposed basis of compensation for the grant writing services, such as hourly, flat fee etc.

The Village will not be liable for any costs incurred by any consultant in the preparation, submittal, presentation or revision of its submission for a grant. All submissions shall become the property of the Village of Port Chester and will not be returned.

### **B. Evaluation Criteria**

The consultant must understand and have working familiarity with the operations of New York municipalities and applicable State and Federal Law.

The consultant should also have knowledge of the Village of Port Chester and its strategic position in Westchester County.

Proposals will also be evaluated on the following criteria:

- Demonstrated knowledge of sources of grant funds available to the Village

- Demonstrated proficiency in obtaining funds (past successes)
- Demonstrated capability of project management and completion
- Consultant's qualifications and experience
- Consultant's staff qualifications
- Plan for services to be provided by consultant
- Cost of services
- Other pertinent information provided by consultant

The Village of Port Chester is an equal opportunity employer, and any consultants qualified and certified as Women/Minority/Disadvantaged Business Enterprises (W/M/DBE) are encouraged to submit proposals. The awarded consultant shall make a good faith effort to ensure that W/M/DBE are given the maximum opportunity to compete for any sub-contracts.

### **C. Interviews**

Interviews may be scheduled with selected prospective consultants as soon as possible after the proposal opening, to permit further evaluation and to allow the Village to inquire further into the consultant's experience on similar projects, willingness to work closely with Village staff, thorough understanding of the various aspects of the project, ability to maintain a tight schedule and complete the project on time, within budget and other pertinent matters.

## **VI. CONTRACT AWARD**

The contract will be awarded to the consultant that best meets the Village's needs and requirements. The Village reserves its right to reject any and all proposals.



## **APPENDIX A**

### **VILLAGE OF PORT CHESTER CONTRACT INSURANCE REQUIREMENTS**

I. The consultant shall secure and maintain, at its/their own expense, general liability insurance to the Village with coverage in the minimum amount of \$1 million per occurrence/\$2 million dollars aggregate (\$1,000,000/\$2,000,000) and professional errors and omissions insurance in the minimum amount of \$1 million per occurrence/\$2 million dollars aggregate (\$1,000,000/\$2,000,000) for the negligent professional acts of the consultant and any statutory workers compensation and employers' liability insurance for all employees where required.

II. The general liability and professional liability policies must be from an A.M. Best rated (A- or better) "secured" New York State licensed insurer and contain a thirty (30) day notice of cancellation. The Village shall be named as an unrestricted additional insured on the general liability policy with ISO endorsement CG 2026 or its equivalent, and that policy must state that the consultant's coverage shall be primary coverage for the Village, its Board, employees and volunteers. The consultant agrees to indemnify the Village for any applicable deductibles.

III. Before a consultant can be contracted, it must present to the Village a copy of the endorsement providing additional insured status. The consultant acknowledges that failure to obtain such insurance on behalf of the Village constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village.

IV. The consultant is to provide the Village with a certificate of insurance, evidencing the above requirements have been met, prior to the execution of a contract. The failure of the Village to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any rights held by the municipality.

**PUBLIC NOTICE**  
**REQUEST FOR PROPOSALS**

**GRANT WRITING SERVICES**  
**RFP 2015-04**

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

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Village of Port Chester until **3:00 p.m. local time on Friday, July 17, 2015**, at the Office of the Village Clerk, 222 Grace Church Street, Port Chester, New York 10573, at which time and place said sealed bids will be publicly opened and read aloud for the work to provide grant writing services.

No proposals will be received or considered after the time stated above.

The Request for Proposals may be procured at the Office of the Village Clerk, 222 Grace Church Street, Port Chester, New York or **on the Village's web-site <[www.portchesterny.com](http://www.portchesterny.com)>** on or after June 29, 2015.

All proposals must be submitted in a sealed envelope bearing the name and address of the bidder and clearly marked **"REQUEST FOR PROPOSALS – 2015-04 GRANT WRITING SERVICES"**

The Board of Trustees of the Village of Port Chester reserves the right to accept or reject any or all bids and to waive any informalities at their discretion, and to award contracts in a manner deemed to be in the best interests of the Village of Port Chester.

It is intended that, whenever possible, positive recommendations will be presented to the Board of Trustees so that an awarding of the bid can be made at the next scheduled meeting. Your cooperation in adhering to the procedures outlined above and contained within the specifications would be greatly appreciated.

/s/Christopher D. Steers  
Christopher D. Steers  
Village Manager  
Village of Port Chester

Dated: June 26, 2015



# MILLENNIUM

July 16, 2015

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

RE: Request for Proposal for Grant Writing Services- The Village of Port Chester, NY

Dear Mr. Steers,

On behalf of Millennium Strategies, I am pleased to submit the enclosed as our proposal for Grant Writing Services to the Village of Port Chester, NY. We would welcome the opportunity to assist the Village in achieving its mission as set forth in its adopted plans and as per the RFP with respect to economic development as well as the in the other areas specified. We recognize the Village of Port Chester's strategic position in Westchester County.

If appointed, Millennium's approach will be simple but not common-- maximizing scarce resources, finding new sources of revenue, and creatively expanding the Village's opportunities for grant eligibility. Millennium Strategies has a full time research associate, 10 grant writers, and the support staff necessary to meet the demands of competitive, timely, and professional submissions.

We have the knowledge of existing grants and aggressively seek new ones to meet your goals. As a result Millennium delivered over \$120 million in both public and private funding since our inception in 2005.

Our success is a reflection of our exhaustive research skills, the close working relationship we build with our clients, and the extensive experience the Millennium Team has had at all levels of government. Millennium's Founder and President, Ed Farmer gained his expertise in shepherding complex applications to successful completion as Congressman Bill Pascrell's Chief of Staff for seven years. Sue Scavone, Millennium's Principal has more than 25 years of experience in government and grant writing. She is Millennium's noted expert on FEMA funding and hazard mitigation programs. As a former Mayor and County Official, Bernadette P. McPherson, Esq., understands local government issues and the funding mechanisms available to them. Her undergraduate degree was awarded magna cum laude from LaSalle University and her J.D. from Temple University's Beasley School of Law. Andrew Sinclair has more than 20 years of experience in assisting clients in achieving their economic development goals in both the public and private sector. His areas of expertise are economic development, sustainability, energy, information technology, real estate and transportation among others.

If appointed, Dave Jenkins would serve as Grants Manager for Port Chester should Millennium Strategies be appointed to serve. Dave's grant research and writing skills have garnered his clients over \$40 million in grant funding over the last three years. He has an extensive knowledge of existing charitable, county and state grant programs, and currently acts as Millennium's primary contact for New York funding projects. Currently, Dave acts as the grants manager for the Town of Harrison, and has an established positive working relationship with many officials on the State and Federal levels.

A firm overview is attached with our resumes and references as well as the appropriate documents identified in Appendix A regarding general and professional liability insurance.

If chosen, the Village of Port Chester would benefit greatly from our firm’s knowledge and understanding of all charitable, county, state and federal grant programs which can serve the funding needs of the community. We are aware of and regularly pursue grants on behalf of our clients, which cross over all general areas listed in the Village’s request for proposal. Particularly, we are well prepared to partner with the Village in efforts to revitalize Port Chester’s transit village, create a new downtown, enhance its waterfront property, redevelop the Fox Island Peninsula and redevelop various sites. Funding opportunities are omnipresent to assist all of these projects, and we are well positioned to provide them to the Village in a timely and efficient manner, and lead the development of funding applications.

Millennium Strategies has a long history of successfully researching, targeting and garnering funding for public entities in the region, and is highly capable of doing the same in Port Chester. Regardless of the fact that we are an all-encompassing grants consulting firm, it is important to note that our greatest strength is being charged with specific projects which need funding, and seeking funding to enable their development. It is common that our clients task us with filling specific gaps in funding as a part of their larger strategic plans. In fact, three recent examples of our experience garnering funding for the development of large scale mixed use urban projects are:

<b>Client</b>	<b>Project</b>	<b>Contact</b>
City of Jersey City, NJ	\$2,800,000 – Bloomberg Philanthropies Innovation Team Project	Steve Fulop Mayor-City of Jersey City Phone: 201-547-5200 Email: steven.m.fulop@gmail.com
Passaic County, NJ	\$977,679 – New Jersey Department of Community Affairs Weatherization Program	Anthony DeNova Administrator-Passaic County Phone: 973-881-4405 Email: adenova@passaiccountynj.org
City of Passaic, NJ	\$750,000 – United States Department of Transportation – Transportation Alternatives Grant Program – Improvements to Market Street	Rick Fernandez Business Administrator – Passaic City Phone: 973-365-5510 Email: rfernandez@cityofpassaicnj.gov

As to our current clients in Westchester County, we currently act as the appointed Grants Consultants for the Town of Harrison, NY and there would be no conflict of interest nor appearance of impropriety therein. Millennium Strategies is in conformance with all applicable affirmative action laws, has no judgments against us, and is not now nor has ever been involved in any bankruptcy proceedings. We are in the process of taking the steps necessary to complete NY State business licensing requirements.

If retained Millennium Strategies would provide our full suite of Grant Writing Services to the Village of Port Chester, its Boards, Commissions and related entities such as the Port Chester Industrial Development Corporation and the Port Chester Local Development Corporation. Said services would include, but not be limited to the following:

- A complete review of the existing grant procurement methods to establish a clear understanding and picture of the current procedures. This will include all meetings and communication with all designated

representatives, staff, and administration to identify goals and objectives and to help formulate a strategy to achieve them.

- Creation and implementation of a Strategic Plan based in part on the foregoing review and identification of goals and objectives. This will include existing grant opportunities that can be pursued and areas for research and recommendations thereby building in the flexibility to respond to changing circumstances.
- Frequent notification from our exhaustive research on all available public and private sector grants for which Port Chester may be eligible. This will include detailed memoranda of potential funding opportunities that will clearly state requirements and responsibilities to complete the grant application, produce the best possible product for submission, and coordinate the administration of grants upon award to ensure compliance.
- Upon approval to proceed, all necessary preparation and submission of grant applications we are authorized to pursue on behalf of Port Chester. This will include ongoing monitoring and all appropriate follow up including necessary legislative and stakeholder support for governmental and non-governmental funding applications sought.
- On a monthly basis submission of a detailed report on all activities undertaken by Millennium Strategies on behalf of Port Chester as well as a monthly invoice. This will include all Grants Recommended, Grants Awarded, Grants Pending, Grants Researched, Grants in Progress as well as Grants Denied. It will allow us to make an ongoing assessment of the Strategic Plan and necessary adjustments on a regular basis.
- The maintenance of an accurate system to manage grant programs and assist the Village with all record-keeping and reporting requirements.

Millennium Strategies proposes to provide all of the services listed above in the most cost effective manner for a \$3,000 flat monthly retainer for the two year period with the Village having the option to extend for an additional year. Our fees include all travel time and expenses as well as communications and attendance at meetings. There are no hidden costs associated with our fee structure and our contract provides for a mutual 14-day opt out. If retained we would also adhere to the RFP in that the Village may terminate services on 30 days written notice or summarily on default for non-performance or breach.

If you should have any questions or require further information, please do not hesitate to contact us. Best wishes and thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ed Farmer", with a long horizontal flourish extending to the right.

Ed Farmer  
President



# MILLENNIUM

## STRATEGIES

### COMPANY PROFILE

Millennium Strategies, LLC is a grant writing and economic development firm with experience securing grants from a variety of public and private sources. We can help revitalize local downtowns with a number of economic development tools including Special Improvement Districts and feasibility studies. Additionally, we aggressively seek alternative financial options and private funding for our clients' projects. Throughout the entire process, our clients are kept up to date on every applicable opportunity available in funding and economic development initiatives.

In a climate of shrinking tax bases, aging infrastructure and reduced funding opportunities, your organization needs to separate itself from the competition. We offer you a professional results-oriented approach to put your grant application ahead of the pack and capitalize on the funding opportunities available.

### OUR SERVICES INCLUDE:

Grant Writing

Grant Administration

Grant Recovery

Emergency Management Disaster Recovery & Sustainability

Economic Development & Revitalization

We strive to deliver our clients alternative funding streams to move your community, organization, and business forward. Collectively, our team shares over 25 years of service in the public sector at the highest levels of local, county, state, and federal governments. We understand how the system works and can leverage our experience to address your community's needs. Each client is given individual attention to identify local projects, determine the best sources of funding, and aggressively tap divergent resources to complete your projects.

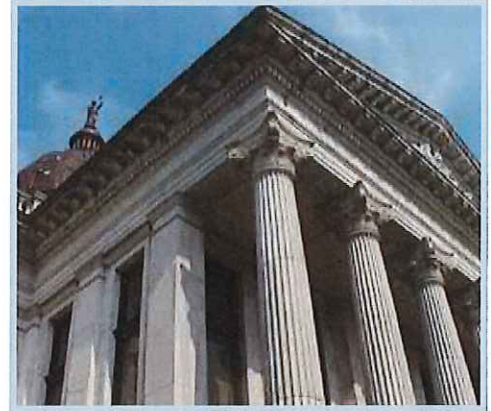
60 ROSELAND AVENUE, CALDWELL, NEW JERSEY 07006  
P 973-226-3329 ■ F 973-226-3399 ■ M-STRAT.COM

## COMPANY SERVICES

Millennium Strategies can provide your organization with complete grant writing and economic development services.

### GRANT WRITING

- Evaluation of your current funding and procurement efforts including necessary meetings with key staff to determine past successes and future funding goals.
- Creation and implementation of a strategic plan – we set up realistic goals based on past performance and future opportunities for the calendar year.
- Notification of all available governmental and private funding opportunities. You will receive detailed memoranda of potential funding opportunities with an explanation of what our team will do and what your responsibilities will be moving forward.
- Attendance at meetings with key staff in your organization with 24-hour notice. Our team is hands on working with your staff – as part of your administrative team – to get the job done.
- Administration and recovery of grants. This includes making sure you are properly disbursing grant awards and spending the money already received in accordance with guidelines.



Our team strives to keep you informed of all potential funding opportunities and develops a strategic plan to ensure success. From start to finish, we put together a plan to best fit the needs of your organization and promote its goals and objectives.

### EMERGENCY MANAGEMENT DISASTER RECOVERY & SUSTAINABILITY

- Initial evaluation of recovery and mitigation efforts – this process includes necessary meetings with key personnel at the local, county, state and federal levels to obtain necessary data for the grant which can include local sub-grant mitigation projects.
- The creation and implementation of a strategic plan in coordination with all available state, federal and charitable disaster recovery funding opportunities.
- Research, preparation, submission and all appropriate follow up including appropriate legislative support of all available governmental and non-governmental disaster recovery funding applications.
- Representation with all appropriate legislative and governmental officials and their offices pertaining to hazard mitigation disaster recovery funding procurement services that Millennium undertakes on your behalf.

Our team provides complete FEMA Hazard Mitigation and Disaster Recovery research and grant writing services. Millennium Strategies has been working with the FEMA HMGP since 2009 and has procured additional funding for projects through NJ DEP Blue Acres Program and the US Department of Housing and Urban Development Disaster Recovery Program.



### ECONOMIC DEVELOPMENT & REVITALIZATION

- Economic Feasibility Studies
- Special Improvement District (SID) Creation
- SID management
- Economic Revitalization Plans
- Economic Development Corporations

In conjunction with our grant services portfolio, we offer a deluxe package to bring new investment into your community, develop an economic model and attract new businesses that adds to your tax base and reduces your dependence on residential property taxes. We make sure you are taking advantage of the incentives that exist for local governments that cut the red tape, provide tax-exempt bond financing, loans, capital and tax incentives.



**MILLENNIUM**  
STRATEGIES

60 ROSELAND AVENUE, CALDWELL, NJ 07006  
P 973-226-3329 ■ F 973-226-3399 ■ M-STRAT.COM

## GRANT WRITING

Applying for a grant at any level of government or philanthropic foundation can be a tedious and time-consuming process. Your organization needs a team in place that knows what grants to apply for, knows how to bring all of the relevant information together and can work with your staff to make the process a success. Millennium Strategies knows the process. We find the grants and guide you through the process step-by-step, developing a plan to accomplish your goals. Our team puts together a comprehensive strategy to address short-term goals and needs, as well as a long-term approach to keep your organization moving in the right direction. In a climate of shrinking tax bases, aging infrastructures and reduced funding opportunities, your organization needs to separate itself from the competition. We offer a professional results-oriented approach to put your grant application ahead of the pack and capitalize on the funding opportunities available.



## GRANT ADMINISTRATION

Often, grant awards come with specific requirements and procedures to follow. If your organization or municipality doesn't follow these requirements, the money could be lost. Millennium Strategies can administer these grant awards – either by undertaking the entire process from the beginning – or coming in after the fact and making sure the funds are being properly disbursed. In New Jersey, this is most common with natural disasters and Federal Emergency Management Agency (FEMA) awards. Our team takes your municipality through the grant process to ensure you are receiving a maximum award and properly spending the funds once they are distributed. In New Jersey we continue to see an uptick in natural disasters including flooding, tropical storms, and blizzards. Millennium Strategies is experienced with the FEMA process and has a track record of securing the necessary funding to cover the costs from these disasters without adding an additional burden on local taxpayers.

## GRANT RECOVERY

Often a municipality is awarded a grant but is either not spending the money, or not spending the money properly. Not only does this hurt future chances to secure grant opportunities, it also is a lost resource for your community. Millennium Strategies can make sure you are properly disbursing grant awards and spending the money already received in accordance with guidelines. Our team works with you to figure out how the money was received, what needs to be done to properly disperse the funds, and how these practices can be reformed moving forward.



**MILLENNIUM**  
STRATEGIES

60 ROSELAND AVENUE, CALDWELL, NJ 07006  
P 973-226-3329 ■ F 973-226-3399 ■ M-STRAT.COM



## EMERGENCY MANAGEMENT DISASTER RECOVERY & SUSTAINABILITY

In times of disaster, municipalities must have the ability to access every available source of funding in order to expedite the recovery process. The overall process can be difficult to manage and there is an inherent risk associated with tackling this multi-faceted task.

Millennium Strategies has a proven track record of successfully procuring adequate funding for public and not-for-profit entities in their time of need and guiding the successful administration of these complex funding streams. Our seasoned staff evaluates our clients' existing needs and leads all discussion with state and federal officials to organize an appropriate response and mitigation effort. We take the lead in creating and implementing a strategic plan for mitigation through all available disaster recovery grants. This service includes all research, preparation, submission and follow-through for every targeted funding opportunity available.

Although there are many major disaster recovery programs, Millennium Strategies has the know-how and hands-on experience to get your municipality the adequate level of funding it needs. Specifically, the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program, NJ Department of Environmental Protection Blue Acres Grant Program, and US Department of Housing and Urban Development Disaster Recovery Program are all utilized as vehicles for disaster recovery and mitigation on a variety of levels. Over the last three years, our firm has provided the lead in procuring roughly \$30 million in mitigation funding for our clients.

## ECONOMIC DEVELOPMENT & REVITALIZATION

In growing and maintaining local economies, municipalities in New Jersey need two main characteristics: strong cooperation with private businesses and a long-term plan to utilize incentive packages offered by state and federal agencies. Millennium Strategies' team has over 20 years of experience in establishing these public/private partnerships – including improvement districts, economic development corporations, transit orientated developments, and enterprise zones. We forge partnerships within local business communities allowing them to drive the revitalization of their community.

Creating a **Special Improvement District** is the simplest and most productive public/private option available to municipalities in New Jersey. It is an organizational and financial tool that makes business owners in the community the driving force in establishing an identity for their downtown. Benefits include:

- Creating a cohesive unit that can develop a long-term strategy for economic growth
- Recruiting and retaining businesses in the community
- Driving economic growth and creating job opportunities
- Addressing quality of life issues including sidewalk repair and graffiti removal

We can bring you step-by-step through the approval process and act as a liaison with your local government and the stakeholders in the community. Additionally, Millennium Strategies offers a host of economic development services including feasibility studies and other public/private partnerships to revitalize your local economy.



## ED FARMER | CEO & PRESIDENT

Ed served as Chief of Staff to Congressman Bill Pascrell, Jr. (N.J.-8) for seven years. As the highest-ranking member of the team, Ed was responsible for oversight of all facets of the Congressman's offices in Washington, D.C. and New Jersey. Congressman Pascrell's assignments on the House Transportation and Infrastructure Committee and the House Committee on Homeland Security have given Ed the institutional knowledge and access needed to fully serve New Jersey's municipal and county governments, private sector entities, as well as non-profit agencies and hospitals. In addition, Ed served as Chairman of the Board at Passaic County Community College.

At Millennium, Ed specializes in shepherding critical projects to completion with New Jersey Transit and the state and federal transportation departments. Through his vast wealth of experience, Ed has forged strong and lasting contacts with leaders throughout the State of New Jersey and beyond.



## SUSAN M. SCAVONE | PRINCIPAL

Sue has more than 20 years of experience in public outreach, grant writing, and governmental affairs. She has served in the administration of Governor James J. Florio, on the staff of several members of the New Jersey Senate and Assembly and in Essex County government. Prior to joining Millennium Strategies, Sue served as President of SMS Consulting Services, Inc. for ten years, where she provided governmental relations, grant procurement, and consulting services to both private and public sector clients.

Sue is in charge of Millennium's day-to-day grants management and operations. Her background in local, county and state government has enabled her to communicate with lawmakers and apply her knowledge of public funding processes to match each client's specific needs. Sue specializes in initiating projects on behalf of her clients, obtaining needed approvals, permits, grants and available financing and navigating each venture through the many layers of bureaucracy.

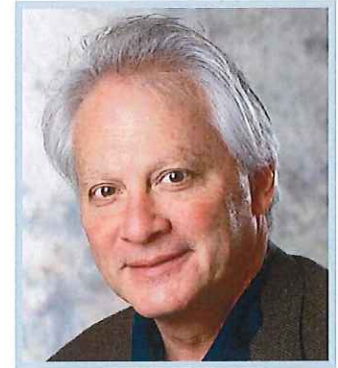


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## STUART Z KOPERWEIS | SENIOR VICE PRESIDENT OF ECONOMIC DEVELOPMENT & REVITALIZATION

Prior to joining Millennium Strategies, Inc., Stuart was owner of his consulting firm, S3X Associates, LLC; where he represented numerous Improvement Districts and other economic interests throughout the state of New Jersey. He was also Director of Government/Corporate Relations for Downtown New Jersey, Inc. (DNJ) a state wide organization working with downtowns. He has provided marketing and business development for Hudson County Community College's Certificate Program, and served as an adjunct professor for Fairleigh Dickinson University.



In his new capacity at Millennium Strategies, Stuart brings with him a valuable combination of both public and private sector experiences regarding economic growth, revitalization and development. He has been instrumental in developing alliances and partnerships with numerous statewide organizations; as well as assisting both municipal governments and private corporations from New York to Colorado utilizing the moniker "making public/private partnerships simple".

From the effective formation of Special Improvement Districts (SID), Urban Enterprise Zone (UEZ) programs, Economic Development Corporations (EDC); Transit Oriented Development (TOD) impact studies, and progressive economic incentive programs — embodied in the Holistic Urban Building (HUB) approach — Stuart's expertise can be seen all across the State of New Jersey.

Prior to forming his own company — S3X Associates, LLC, Stuart served in the administration of Mayor Bret Schundler of Jersey City as Chief of Staff. The following year he moved to the Jersey City Economic Development Corporation as President, bringing the corporation from a \$1.3 million operation to a \$34 million entity, responsible for the meteoric growth of "America's Golden Door: Jersey City."

## BERNADETTE MCPHERSON, ESQ. | SENIOR VICE PRESIDENT OF MARKETING & BUSINESS DEVELOPMENT

Bernadette P. McPherson, Esq. is the Senior Vice President of Marketing and Business Development for Millennium Strategies. In this role, Bernadette coordinates the firm's marketing, streamlines business development efforts, and applies her expertise of local and county governments to better serve our current roster of clients. She is instrumental in marketing Millennium Strategies to prospective governments, non-profits, and corporations. Additionally, she adds invaluable counsel with her expertise and experience in local and county government.



Bernadette was born in Philadelphia, Pennsylvania and was awarded a Bachelor of Arts in Political Science and English Magna Cum Laude from La Salle University in 1983. She attended Seton Hall Law School and received her Juris Doctorate from Temple University School of Law in 1986.

In 1999, Bernadette was first elected to office as a Councilwoman in Rutherford, New Jersey. She went on to serve as the Mayor of Rutherford from 2000 to 2007. As a member of the Bergen County Board of Chosen Freeholders from 2003 to 2011, Bernadette served as Chairwoman in 2004 and 2005 and chaired the Law and Public Safety Committee from 2004 to 2010. In the course of her career she was both a member of the Electoral College in 2004 and the Department of Community Affairs Committee on Governor Jim McGreevey's Transition Team in 2001.

Since August 2011, she has been an Adjunct Assistant Professor at John Jay College of Criminal Justice in the Law and Police Science Department. In 2012, Bernadette was the Co-Chairwoman and Director for Outreach and Operations of Congressman Bill Pascrell's successful campaign for reelection in New Jersey's 9th District. She remains active in politics and currently serves as the Legislative District 36 Chairwoman for the Democratic Committee of Bergen County.

## ANDREW SINCLAIR | VICE PRESIDENT OF BUSINESS & GOVERNMENT SERVICES

Andrew joined Millennium Strategies in 2014 as Vice President of Business and Government Services and assists clients in achieving their business development goals in both the public and private sector. Andrew has 20 years of experience representing clients at the state, county and local levels of government. His practices include: economic development, energy, information technology, real estate and transportation. In addition, Andrew has developed an extensive network of relationships with business leaders and corporations throughout New Jersey. Before joining Millennium, Andrew was a senior lobbyist with the Princeton Public Affairs Group from 2002-2014 and prior to that, he served as Special Assistant to the Commissioner of Transportation from 1998-2002.



## CHRISTOPHER SPRAGUE | SENIOR GRANTS MANAGER

Chris earned a B.A. from Seton Hall University, where he majored in History and minored in Italian Language and English Literature. Following undergraduate studies, Chris continued his academic pursuits at Seton Hall's John C. Whitehead School of Diplomacy and International Relations, earning a Master of Arts degree with a specialized focus in the fields of Foreign Policy Analysis and International Security.

Chris' professional background includes experience working abroad, an internship with a U.S. Senate office, and a graduate assistantship with the Whitehead School. Additionally, he published several articles on a range of contemporary international security topics during his tenure as a political correspondent with a New York-based media outlet. Chris has also been active in community programming at the local and regional levels for more than seven years, particularly working with disadvantaged teenagers. Through this work, he gained a deep appreciation for the importance of community-based initiatives and the need to seek funding from various sources to support them.



## DAVID JENKINS | GRANTS MANAGER

Prior to joining the Millennium Strategies team, Dave served as Chief of Staff to Assemblyman Joseph Cryan during his tenure as a member of the powerful Assembly Budget Committee, Chairman of the Assembly Education Committee, Chairman of the New Jersey Democratic State Committee, and Majority Leader of the New Jersey General Assembly.

During this span of time, he was responsible for developing and drafting sponsored legislation, managing office and constituent communications, acting as a liaison to elected officials at all levels of government, and advising Assemblyman Cryan on issues of local and statewide importance.

A graduate of Elon University in North Carolina, his professional experience also includes an internship working with a London-based political think tank that focused on democratic renewal and popular participation in politics. Dave brings a unique insight and professional experience to assisting clients in reaching their goals and capitalizing on funding opportunities available.



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## PETER BLANOS | GRANTS MANAGER

Peter joined the team at Millennium Strategies in 2011 as Research Associate. Now, serving as a Grants Manager, Peter manages a portfolio of public and private clients to meet funding needs. He graduated from the University of Scranton with a B.S. in Political Science.

During his undergraduate career, Peter interned for U.S. Senator Robert P. Casey as well as former U.S. Congressman Joseph Sestak where he obtained hands-on experience within the federal government system working on campaigns and leading community service initiatives.



## KATHRYN LYNCH | GRANTS MANAGER

As Millennium Strategies' grants manager, Kathryn Lynch serves as lead grant writer for many of the firm's public sector clients. Kathryn works directly with municipalities, school districts and other public entities to assess and meet their unique funding needs. She has managed over \$25 million in successful proposals since 2010.

Katie also has several years of experience managing communications for various non-profits and other organizations. Katie earned a B.A. with honors from Temple University, majoring in Journalism and Public Relations.

Katie has a wide-ranging background in working as an effective liaison between the multiple layers of government and with civic and charitable groups. Her experience with all aspects of communications writing helps her to effectively convey information on behalf of the entities she represents. Katie enjoys working with clients on a variety of projects and strives to carefully guide various departments through the often complicated grant application process. She is known as someone who possesses great attention to detail but at the same time accomplishes goals with skill and aplomb in a timely manner.



## NICO CARABALLO | GRANTS MANAGER

Nico joined Millennium Strategies as a Grants Manager in 2014 and is currently working with clients that range from county government, cities and large suburban municipalities, as well as not for profit entities. Prior to joining Millennium, Nico spent 13 years in the non-profit sector as a Grant Writer, Program Development Specialist, and Director of Development. Through the various non-profit organizations that Nico has worked for, he advocated for critical issues that affect the residents of New Jersey, including education, youth leadership, recreation, environment and environmental justice, job training, food security, urban farming, and prisoner reentry and reduction in recidivism. Nico studied philosophy at Swarthmore College.



## CATHERINE KAPURA | GRANTS MANAGER

Catherine Kapura joined Millennium in 2015 as a Grants Manager and is currently working with clients that range from county government, cities and suburban municipalities, as well as not for profit entities. Catherine's previous experience includes providing research and writing for a statewide publication, preparing curriculum for building trade unions and private contractors with a focus on green building initiatives, and preparing grants for a large non-profit providing domestic violence awareness and prevention services.

Catherine holds a B.A. in English from Fairfield University and an M.P.P. in Environmental Policy and International Development from the University of Maryland. In addition to her formal studies Catherine is also a LEED Green Associate as recognized by the U.S. Green Building Council.



## DANIELLE ANDERSON | GRANTS ASSISTANT

Danielle Anderson joined Millennium Strategies as Grants Assistant in fall 2014. As a Grants Assistant, Danielle provides organizational support to obtain and disseminate important grant information to grant managers and their clients. Prior to this position, Danielle worked in Washington, DC as a political protégé, organizing and deploying social initiatives of a local political Super PAC.

Danielle earned a Bachelor of Arts in Economics from Northwestern University.



## ANDREA M. RAMALHO | RESEARCH ASSOCIATE

Andrea Ramalho joined Millennium Strategies as a Research Associate in 2014. Prior to this position, Andrea worked on behalf of a variety of nonprofit organizations, government relations firms, and leadership skill-development conferences, both domestic and abroad. As a highly effective research and writing professional, Andrea's experience is relied upon by Millennium's government, education-based, private, and nonprofit clients to provide a competitive advantage through her understanding and identification of all potential funding opportunities.

Currently, Andrea holds a Master of Science in Conflict Analysis and Resolution from George Mason University, as well as a Master of Arts in Conflict Resolution and Security from the Mediterranean Academy of Diplomatic Studies. Prior to earning her graduate degrees, she earned her Bachelor of Arts in Politics and Anthropology, receiving high honors from The Catholic University of America located in Washington, DC.



## BARBARA HENNIGER | DISTRICT MANAGER

Barbara “Bobbi” Henniger recently joined Millennium Strategies, bringing extensive experience in historic preservation, non-profit administration, land use issues, and municipal governance. She holds a B.S. in Historic Preservation from Roger Williams University and has 20 years experience in historic sites, museum administration, municipal boards and historical commissions, as well as experience with a National Trust Main Street program.

Bobbi has been a member of the Monmouth-Ocean Development Council’s Economic Development Committee. She works in Millennium’s Economic Development & Revitalization Division, responsible for the daily operations of Special Improvement Districts in support of the established and forthcoming programs.

Her responsibilities include supporting fiscal management by maintaining the financial books and preparing payroll. She also holds expertise in maintaining SID archives, working files and employee records, supervising, and directing the subordinate employees. She will be acting as the every day “face” of SIDs to stakeholders and organizing the on-going SID programs and special events.



## HEIDI LEVINE | DISTRICT MANAGER

Heidi Levine joined the Economic Development & Revitalization division of Millennium Strategies in 2015. In her role Heidi is utilizing her 20 years of business administration experience to manage the daily operations of Special Improvement Districts that Millennium services. Among her responsibilities is supporting and promoting established and forthcoming programs of the Business District Alliance of Fort Lee (BDA).

Heidi earned a Bachelor of Science Degree from Philadelphia University. In addition to her experience and current work Heidi also does extensive volunteer work in her local community.



## MAGGIE R. USSERY, PH.D. | REVITALIZATION ANALYST

As a member of Millennium Strategies’ Economic Development Division, Maggie Ussery’s next venture will be in Passaic County and Brick Township. As a revitalization analyst, Maggie has been tasked, as part of the team selected by the Board of Chosen Freeholders, to deliver a Comprehensive Economic Development Strategy (CEDS), an Economic Impact Analysis of Hurricane Irene on the County economy, and a Business Continuity Disaster Plan (BCDP). Additionally, Dr. Ussery will be working in Brick Township conducting an economic revitalization audit (ERA).

Prior to joining Millennium, Maggie has had a successful career as a university professor and grant writer, specializing in project development and management and qualitative and quantitative research analysis. Through her work, she has delivered necessary funding for community-based health programs for at-risk populations in Newark, educational supplies, needs, and assessment in Harlem, and career services training to provide adult literacy and numeracy training.

Maggie has earned a Bachelor of Arts in Sociology from the University of Texas, Master of Arts and Ph.D. in Sociology from Temple University, and is currently working towards a Master of Public Policy at the Edward J. Bloustein School of Planning and Public Policy from Rutgers, The State University of New Jersey. Additionally, Maggie has been a university professor for over a decade. Throughout her tenure, she has taught classes on race, gender, and ethnicity, as well as methodology, statistics, and social processes. She has utilized an interactive teaching technique known as problem-based learning, and has supervised students in yearlong, self-directed research projects.



## JAMEL HOLLEY | BUSINESS DEVELOPMENT

Jamel Holley has been regarded as one of the most engaged young elected officials in the State of New Jersey. Known for his spirited energy and focus, Jamel has incorporated advocacy with accomplishment to improve issues important to stakeholders. His demonstrated leadership has allowed him to bridge many gaps and foster relationships with the state's most prominent local, county, state, and federal officials. He was appointed in 2001 as Chief of Staff in New Jersey's 20th Legislative District, which earned him recognition as the youngest Legislative Chief of Staff in the State of New Jersey. In his role, Holley was responsible for coordinating political and constituency outreach programs, supervising legislative departments and projects, and meeting with lobbyists, community leaders, and local, state, and federal officials.



In 2001, Jamel became the youngest elected official in Union County when he was elected as Councilman At-Large of the Borough of Roselle, New Jersey. Holley serves as the Mayor for the Borough. He earned his Bachelor of Science degree from New Jersey City University and holds a Master of Public Administration from Kean University.

## JOHN HUND | FIRE & EMERGENCY SERVICES CONSULTANT

John has over thirty years of experience in fire and emergency services as both a volunteer and career responder. He currently serves as a career Fire Captain. John's background in state, county and local government has enabled him to be very successful in grant writing efforts. He has served as a member of the NJ Regional UASI Fire/CBRNE Sub-Committee, where he also served as Chairman of the DECON/Hazmat Group. John has also been a member of Congressman Bill Pascrell's Public Safety Advisory Committee and served as a Legislative Aide in the NJ 36th Legislative District Office for three years.



John joined Millennium in November 2013 to help streamline the application process for Assistance to Firefighters Grants. He continues to serve as our Fire Grants Coordinator.

John also serves as the Editor of the FMBA BULLETIN, a monthly magazine produced by the NJ FMBA. He earned his B.A. in the Business at Fairleigh Dickinson University and is currently pursuing a Master of Public Administration.

## LISA MARTINEZ | OFFICE MANAGER

Lisa served as Field Director and Scheduler for Congressman Bill Pascrell, Jr. (N.J.-8) for nine years. In this critical position, Lisa was responsible for maintaining the Congressman's New Jersey schedule and managing all community outreach activities for the congressional office. She strategically coordinated field activities with the Congressman's legislative agenda and administered government relations issues with all state and local entities.

Lisa has an extensive knowledge of the federal government and enjoys an excellent reputation and track record for her work on projects in the public and private sector. Her organizational skills have helped Millennium become an industry leader and one of the fastest growing government affairs firms in New Jersey.





## CLIENTS

Millennium Strategies works with a wide range of local governments, public bodies, philanthropic foundations, non-profits and private enterprises to aide them in capitalizing on alternative funding methods. We help your organization move critical projects forward at the lowest possible cost.

AvalonBay Communities	IGS Energy	Borough of Park Ridge
County of Bergen	City of Jersey City	Passaic County PIC
Township of Bloomfield	Jersey Energy Group	City of Passaic
Township of Brick	John Holland Charter School	County of Passaic
Town of Dover	Borough of Keyport	Paterson Restoration Corporation
Deep Foods, Inc.	Keyport Bayfront Business Cooperative	Borough of Pompton Lakes
Borough of Caldwell	City of Lambertville	PMC Associates
City of East Orange	Linden Board of Education	Princeton Public Affairs Group
Borough of Edgewater	Long Marmero & Associates	Prismatic Development Corporation
City of Englewood	Michael Baker Jr., Inc.	Borough of Ridgefield
Environmental Reports	Middletown Township (NJ)	Roselle Park Board of Education
Essex County Vocational Technical Schools	Middletown Township (PA)	Roselle Board of Education
Fairview Board of Education	Township of Montclair	Sito Mobile
Borough of Fanwood	Montague Township	Sitar Realty
Borough of Fort Lee	Borough of Moonachie	Sony Electronics
Business District Alliance of Fort Lee	Town of Morristown	Township of Sparta
City of Garfield	Nobel Systems	Borough of Stanhope
Golden Door Charter School	Borough of Northvale	Borough of Totowa
City of Hackensack	Township of Nutley	County of Union
City of Haledon	Borough of Oceanport	Township of Union
Borough of Highlands	Ocean Grove Camp Meeting Association	Borough of Wallington
City of Hoboken	Oldja Properties, Inc.	Woodbridge Township
Borough of Hopatcong	City of Orange Township	Borough of Woodcliff Lake
HOPES Community Action Partnership, Inc.	Borough of Paramus	Borough of Woodland Park

## REFERENCES

### DR. JOSEPH SCARPELLI

Commissioner – Township of Nutley, 1 Kennedy Drive, Nutley, NJ 07110 – (973) 284-4958

### MAYOR SYLVIA PETILLO

Borough of Hopatcong – 111 River Styx Road, Hopatcong, NJ 07843 – (973) 770-1200

### GREG FRANZ

Business Administrator, Borough of Edgewater – 916 River Road, Edgewater, NJ 07020

### ANTHONY DENOVA

County Administrator, County of Passaic – 401 Grand Street, Paterson, NJ 07505 – (973) 881-4405

### MAYOR MICHAEL MAHON

315 East Main Street, Oceanport, NJ 07757 – (732) 222-8221



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## DAVID MATTHEW JENKINS

930 Irving Avenue, Westfield, NJ 07090  
Phone: 201-230-8545 - Email: djenkins@m-strat.com

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### CAREER OBJECTIVE

To obtain a challenging leadership position where I can utilize my public policy experience and grant procurement skills to improve the lives of others in my community.

### SKILLS

- A record of achievement in grant procurement and relationship-building in challenging environments
- The ability to translate complex public policy into plain English for decision-makers
- Excellent team player, who can independently conduct professional research and analysis
- Organized, methodical, and competitive approach to managing employees and projects
- A strong understanding of state and local government structure and Union County politics

### EXPERIENCE

#### Millennium Strategies LLC Grants Manager

July 2012-Present  
Caldwell, NJ

- Responsible for the procurement of funding to support various initiatives on behalf of municipalities, counties, private non-profit and for profit entities.
- Procured over \$40M in public and private funding for assigned clients over a two year span.
- Work to develop strategic funding plans for clients to enable the development of critical projects.
- Helped grow annual revenues by over 15 percent through the development of new business.
- Responsible for the creation and management of the firm's Housing Rehabilitation Division.
- Responsible for development and management of the firm's Disaster Recovery and Sustainability Division.

#### Assembly Majority Leader Joseph P. Cryan Chief of Staff

October 2008-July 2012  
Union and Trenton, NJ

- Responsible for drafting and developing all of the Assemblyman's prime-sponsored legislation
- Developed and advocated for a broad portfolio of legislation concerning high school redesign, state testing, municipal budgeting, open public records act, electric vehicles, election finance reform, housing inspections, telecommunications deregulation, higher education, and renewable energy
- Staffed Assembly Budget Committee hearings focused upon the intricacies of a \$30 billion budget, and the unique concerns of each department in state government
- Worked with senior policy-makers throughout New Jersey in order to translate policy agendas and advocacy initiatives to the Assemblyman during the 213<sup>th</sup>, 214<sup>th</sup>, and 215<sup>th</sup> New Jersey Legislatures, including the Assemblyman's tenure as Chairman of the Assembly Education Committee, New Jersey Democratic State Committee, and Majority Leader of the General Assembly
- Assisted the Majority Leader in responding to individual caucus concerns regarding committee hearing agendas, chairmanship issues, legislative leadership concerns, caucus priorities, and policy review
- Attended a wide-range of political and civic conferences, fundraisers, and events in order to develop relationships with non-profit organizations, trade associations, contract lobbyists, local and statewide elected officials, party chairpersons, and legislative leadership during the 2008 Presidential, 2009 Gubernatorial, 2010 Congressional, and 2011 State Legislative Elections
- Responsible for constructing and releasing policy letters and speeches advocating or opposing legislative proposals in response to inquiries from constituents, interest groups, elected officials, and government entities as a liaison for the Chairman of the Assembly Education Committee and Majority Leader in the development of hearing agendas during the 213<sup>th</sup> and 214<sup>th</sup> Legislative Sessions.
- Maintained the Assemblyman's press contact database; drafted and circulated press releases regarding proposed legislation, upcoming events, and political viewpoints
- Facilitated and prepared the Assemblyman for radio and televised interviews hosted by top tri-state area outlets such as NBC 4 New York, 1010 WINS, WCBS 880, News 12 New Jersey, and New Jersey Network
- Worked in unison with the Majority Leader in fundraising for the Democratic Assembly Campaign Committee, raising nearly \$3 million during the 2011 general election cycle in order to help Democratic Assembly Members meet budget needs in competitive campaigns throughout the State of New Jersey

- Led the planning and facilitation of fundraising events for the Election Fund of Joseph Cryan including an annual “March Madness” event, Summer Golf Outing, and Fall Breakfast as the key point of contact for follow up to over 200 attendees, profiting over \$172,500 in 2011
- Campaigned on behalf of the Majority Leader by managing a base of local elected officials, organizing field operations for election-day efforts, developing comprehensive targeted direct mailings, organizing phone banks, and assisting local campaigns in Union Township and Union County

**Enterprise Rent-A-Car  
Assistant Manager**

**December 2006 – October 2008  
Paramus and Ridgewood, NJ**

- Managed a top-ranked office in customer service that accrued \$2 million in annual revenues, and a team of seven employees
- Maintained rental fleet of 170 vehicles
- Marketed local accounts and grew rental fleet and profits by over 25 percent in volatile economy
- Set and achieved office and employee goals concerning profitability, customer service, and personal growth
- Interviewed and hired interns and management trainees; trained employees to solve customer problems
- Responsible for tracking and following up on all receivable accounts

**The New Politics Network  
Intern**

**January – June 2005  
London, England**

- Developed supporters and mailings in association with a campaign advocating for changing the United Kingdom’s House of Lords into a completely democratically elected body of public officials
- Networked, tracked, and reported on various campaigns throughout United Kingdom
- Researched manifestoes of each political party for the May 2005 election

**Tony Knowles for Senate  
Campaigner**

**October – November 2004  
Anchorage, AK**

- Worked with other undergraduate students to assist campaign strategies in and around the area of Soldotna, AK
- Utilized door to door, phone banking, cut turf, and other methods of influence

**United States Lifesaving Association (USLA)  
Lifeguard Lieutenant**

**June 2000 – 2012  
Ocean Grove & Bradley Beach, NJ**

- Supervised staff of eight employees
- Served as captain of Ocean Grove competition team and was a member of Monmouth County USLA Competition Team
- Performed emergency open water rescues and helped facilitate the safety of large groups
- Tested conditions of ocean and appropriated safety regulations

**Elon University  
Graduate**

**May 2006  
Elon, NC**

Bachelor of Arts in Political Science; History Minor

**HONORS/AWARDS**

- Panelist – “Lobbying from the Inside Out”- 2011 New Jersey School Boards Association Annual Conference
- Accepted and spoke on behalf of the Majority Leader in accepting numerous “Legislator of the Year” awards
- New York Region: Enterprise- Ranked Top Management Assistant, #2 Assistant Branch Manager
- Enterprise Customer Service – Diamond Club Award

## EDWARD R. FARMER

14 Sunburst Lane  
Piscataway, New Jersey 08854

Work: (973) 226-3329  
e-mail: EFarmer@m-strat.com

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### EXPERIENCE

#### **MILLENNIUM STRATEGIES LLC - Caldwell, New Jersey**

##### **November 2005 to present**

*Chief Executive Officer* - Co-Founder of Government Affairs/Public policy firm that utilizes his years of government experience to assist its public and private clients in navigating and working with different levels of government; serve as the primary federal and state legislative liaisons for municipal clients; offer services that include but are not limited to assisting municipalities develop, acquire and implement federal and state appropriations.

#### **OFFICE OF CONGRESSMAN BILL PASCRELL, JR. - Paterson, New Jersey and Washington, D.C.**

##### **December 1998 to November 2005**

*Chief of Staff*. Acted as senior advisor to six-term Member of United States Congress, who served on House Committee for Transportation and Infrastructure and the House Committee on Homeland Security on all policy and political matters; was responsible for the hiring and supervision of 18-member staff in Washington, D.C. and three New Jersey district offices; managed annual budget of \$1.1 million; developed and implemented strategic plans for all functions of office, including legislative agenda, media relations, community organizing and constituent services; served as Congressman's chief liaison between other Congressional offices and federal and state agencies; planned and undertook all of Congressman's political activities in New Jersey and Washington, including complete oversight of political and fundraising activities and outreach to elected officials, interest groups and business community.

#### **PASCRELL FOR CONGRESS - Clifton, New Jersey**

##### **July 1998 to November 1998**

*Campaign Manager*. Managed victorious campaign of first term Member of Congress in 50-50 Democratic/Republican district; was responsible for the hiring and management of six-person staff; oversaw all facets of campaign, including creation and implementation of fundraising plan and management of paid and free media plan; managed million-dollar campaign budget; coordinated all grass roots activities including substantial voter registration and education drive and get out the vote effort.

#### **OFFICE OF ASSEMBLYMAN BILL PASCRELL, JR. - Paterson, New Jersey**

##### **January 1994 to January 1997**

*Chief of Staff*. Served as senior staff person for Deputy Minority Leader Pro Tempore in the New Jersey General Assembly; was responsible for management of all facets of legislative office and managed 1995 re-election campaign; supervised transition from legislative office to congressional office.

#### **OFFICE OF CONGRESSMAN HERB KLEIN - Paterson, New Jersey**

##### **January 1992 to December 1993**

*District Director*. Oversaw all operations of New Jersey district office, including coordination of Congressman's schedule, field activities, outreach to key constituencies.

### PROFESSIONAL AFFILIATION

#### **Passaic County Community College Board of Trustees - Paterson, New Jersey**

*Member*, January 2001 to January 2002; *Chairman of the Board*, January 2002 to November 2005; direct Board on all major College policies including academics and curriculum, hiring, spending, facilities, planning and development; lobby county, state and federal lawmakers on behalf of College; serve as a member of the Foundation Board and participate in fundraising activities benefiting students who can not afford tuition.

### EDUCATION

**Bethany College - Bethany, West Virginia**  
Bachelor of Arts, Political Science, 1992

***Susan M. Scavone***

*60 Roseland Avenue  
Caldwell, New Jersey 07006  
973-226-3329  
973-464-6130 – Cell Phone*

**WORK RELATED EXPERIENCE**

***2006 To Present***

***Millennium Strategies – Principal  
60 Roseland Avenue, Caldwell, New Jersey***

Retained by various public entities, engineering firms and developers to provide Public Affairs and Grant writing services. Scope of services includes, but is not limited to: procuring grants and financial incentives, restructuring debt-service, coordination of state, county and local permits and approvals, project consensus building and public relations. Clients include: various multi-state developers, engineering firms, county and local governmental entities.

***1997 to 2006***

***SMS CONSULTING SERVICES, INC. – President  
96 Park Street, Montclair, New Jersey***

Retained by various Public Entities, Engineering Firms and Developers to provide Public Administration, Public Relations, Grant writing services and overall management for transportation related projects. Scope of services includes, but is not limited to: procuring grants and financial incentives, restructuring debt-service, coordination of state, county and local permits and approvals, project consensus building and public relations. Clients include: various multi-state developers, engineering firms, county and local governmental entities.

Consultant to Statewide Health Insurance Funds (HIFs) and Joint Insurance Funds (JIFs) for school boards and municipalities. Licensed Health Insurance Broker which included small businesses, school boards and municipalities as clients.

***1994 through 1996***

***County of Essex and PERMA – Risk Manager/Insurance Manager  
Hall of Records, Newark, New Jersey***

Responsible for the County's complete insurance portfolio including Property and Casualty, Fidelity Bonds, Professional Liability, Workers' Compensation, Health Benefits, Reinsurance and all Certificates of Insurance. Particular emphasis was placed on restructuring the Employee Health Plan and the Workers' Compensation Program where both were experiencing serious deficits, abuse and employee dissatisfaction. Over a two year period both plans were analyzed and changes were made through a cooperative effort of plan design changes, negotiated savings, direct contracting and risk share arrangements.

1989 to 1994

*State of New Jersey, Governors Office and Division of Pensions and Benefits  
–Scheduler and Assistant Director for Legislative Affairs  
50 West State Street, Trenton, New Jersey*

Responsible for the scheduling of former Governor James Florio prior to moving to the Division of Pensions and Benefits. At the Division of Pensions and Benefits responsibilities included analyzing and testifying on all legislative actions pertaining to each of the eight State administered retirement systems and the State Health Benefits Program. Coordinated the Benefits Awareness communications program for State employees and employees of the State Colleges and Universities. Assisted in the preparation and administration of the first Early Retirement Incentive Program for State and Local employees. Held a non-voting seat on the State Health Benefits Commission.

#### **EDUCATION**

*Rutgers University* – Masters Candidate in the Public Administration Program with a core concentration in Human Resource Administration.

*Montclair State College* – Graduated with Honors – B.A. Political Science with Minors in Public Administration and Secondary Education (Social Studies), 1986. Vice President of Pi Gamma Mu, International Honor Society for Political Science.

#### **REFERENCES**

Available upon request

CERTIFICATE OF AUTHORITY UNDER SEC. 805 OF THE LIMITED LIABILITY COMPANY LAW

ENTITY NAME: MILLENNIUM STRATEGIES LLC

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOR FICT LLC

COUNTY: WEST

FILED:02/25/2013 DURATION:\*\*\*\*\* CASH#:130225000871 FILM #:130225000860  
DOS ID:4364706

FILER:

EXIST DATE

MILLENNIUM STRATEGICS LLC  
60 ROSELAND AVENUE

02/25/2013

CALDWELL, NJ 07006

ADDRESS FOR PROCESS:

C/O MILLENINIUM STRATEGIES LLC  
60 ROSELAND AVENUE  
CALDWELL, NJ 07006

REGISTERED AGENT:



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to [www.email.ebiennial.dos.ny.gov](http://www.email.ebiennial.dos.ny.gov) to provide an email address to receive an email notification when the Biennial Statement is due.

FICTITIOUS NAME: MILLENNIUM STRATEGIES NY LLC

SERVICE COMPANY: CORPORATION SERVICE COMPANY - 45

SERVICE CODE: 45

FEES	310.00	PAYMENTS	310.00
FILING	250.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	10.00	DRAWDOWN	310.00
HANDLING	50.00	OPAL	0.00
		REFUND	0.00

***STATE OF NEW YORK***  
***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of  
the Department of State, at the City of  
Albany, on February 26, 2013.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro  
First Deputy Secretary of State



CSC 45  
DRAW DOWN

130225000 860

New York State  
Department of State  
Division of Corporations, State Records  
and Uniform Commercial Code  
One Commerce Plaza, 99 Washington Ave.  
Albany, NY 12231  
www.dos.ny.gov

APPLICATION FOR AUTHORITY  
OF

Millennium Strategies LLC

*(Insert name of Foreign Limited Liability Company)*

Under Section 802 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

Millennium Strategies LLC

If the name does not contain the required words or abbreviation pursuant to Section 204 of the Limited Liability Company Law, the following words or abbreviation is added to the name for use in this state:

(Do not complete this section unless the limited liability company's true name is not available pursuant to §204 of the Limited Liability Company Law.) The fictitious name under which the limited liability company will do business in New York is:

Millennium Strategies NY LLC

*(The fictitious name must contain the words "Limited Liability Company" or abbreviation "LLC" or "L.L.C.")*

SECOND: The jurisdiction of organization of the limited liability company is: New Jersey

The date of its organization is: September 9, 2005

THIRD: The county within New York state in which the office, or if more than one office, the principal office of the limited liability company is to be located is: Westchester County, New York

FOURTH: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process served against him or her is:

c/o Millennium Strategies LLC  
60 Roseland Avenue - Caldwell, NJ 07006

FIFTH: (Check and complete the statement that applies)

The address of the office required to be maintained in the jurisdiction of its formation is:

c/o Millennium Strategies LLC - 60 Roseland Avenue - Caldwell, NJ 07006

If no office is required to be maintained in the jurisdiction of its formation, the address of the principal office of the limited liability company is:

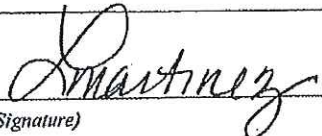
SIXTH: The foreign limited liability company is in existence in its jurisdiction of formation at the time of filing of this application.

SEVENTH: The name of the authorized officer in its jurisdiction of its formation where a copy of its articles of organization is filed is (e.g. "Secretary of State"):

State Treasurer

The address for such officer is:

PO Box 002 - Trenton, NJ 08625-0002

X  \_\_\_\_\_  
(Signature)

Lisa Martinez

\_\_\_\_\_  
(Type or print name)

Capacity of signer (Check appropriate box):

Member

Manager

Authorized Person

Please Note: A certificate of existence or, if no such certificate is issued by the jurisdiction of formation, a certified copy of the articles of organization of the limited liability company and all subsequent amendments therefore, or if no articles of organization have been filed, a certified copy of the certificate filed as its organizational base and all amendments thereto, **must be attached** to the application for authority when submitted for filing. If such certificate or certified copy is in a foreign language, a translation in English under oath of the translator shall be attached.

**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES  
SHORT FORM STANDING**

**MILLENNIUM STRATEGIES, LLC**

0600246981

*With the Previous or Alternate Name*

**MILLENNIUM STRATEGIES, LLC (Previous Name)**

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on September 8, 2005.*

*As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.*

*I further certify that the registered agent and registered office are:*

*Meglio & Associates, Llc  
60 Roseland Avenue  
Caldwell, NJ 07006*



Certification# 127495895

*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed my  
Official Seal at Trenton, this  
21st day of February, 2013*

*Andrew P Sidamon-Eristoff  
State Treasurer*

Verify this certificate at  
[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

# CSC 45 DRAW DOWN

150225000 868

## APPLICATION FOR AUTHORITY OF

Millennium Strategies LLC

*(Insert name of Foreign Limited Liability Company)*

Under Section 802 of the Limited Liability Company Law

Filed by: Millennium Strategies LLC

*(Name)*

60 Roseland Avenue

*(Mailing address)*

Caldwell, NJ 07006

*(City, State and Zip code)*

Cost Ref 541572AJC

NOTE: This form was prepared by the New York State Department of State for filing an application for authority for a foreign limited liability company to conduct business in New York State. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal supply stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$250 filing fee made payable to the Department of State.

*(For office use only.)*

STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED FEB 25 2013

TAX \$

BY: 

RECEIVED

2013 FEB 25 AM 10:09

FILED

2013 FEB 25 AM 10:59





## State of New Jersey

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*

### APPROVED

*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges The Millennium Strategies LLC as a Category 2 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.1

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Andrew Pantelides  
Assistant Director

**Issued:** 4/5/2013

**Certification Number:** A0005-08

**Expiration:** 4/5/2016

# Village of Port Chester

Grant Writing Services



Laberge  
ENGINEERING  
ARCHITECTURE



Group  
SURVEYING  
PLANNING

*Proposal for  
Professional Services*  
**JULY 17, 2015**

July 17, 2015

Mr. Christopher D. Steers, Village Manager  
Village of Port Chester  
222 Grace Church Street, Suite 150  
Port Chester, New York 10573

Re: Professional Consulting Services  
Grant Consulting Services  
Village of Port Chester, New York

Dear Village Manager Steers:

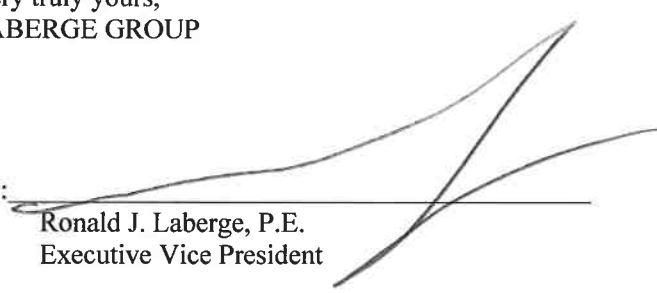
Thank you for inviting Laberge Group to submit our proposal to provide the Village of Port Chester with professional grant writing services. We are confident that we can assist the Village with completing your grants in an efficient, cost-effective and timely manner.

Laberge Group is an organization of engineers, architects, surveyors, planners and community development specialists with offices in Albany and Utica, New York. The firm has provided professional services to county, state and local agencies, as well as private corporate interests, since its inception in 1964. In addition, our Planning and Community Development Department was created to provide assistance to local governments in the areas of funding identification and procurement, program compliance with agency guidelines and regulations, and the management and timely implementation of grant programs.

Our full-service approach has assisted our clients in securing **over \$135 million in grant and loan funds since 2000** in the areas of economic and community development, health and human services, housing, public facilities, information system development, and public safety. As you are aware, Laberge Group previously assisted the Village with securing main street and local waterfront revitalization planning grants. In addition, we are especially proud of our success with the Consolidated Funding Application process, whereby our clients have received over \$13 million in the past 3 years to revitalize their communities and expand business opportunities.

Once again, we thank you for the opportunity to submit our proposal and if you have any questions or comments, please feel free to contact our office, we are

Very truly yours,  
LABERGE GROUP

By:   
Ronald J. Laberge, P.E.  
Executive Vice President

RFL: kab  
Enc.



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# 1. INTRODUCTION

LABERGE CONTACT INFORMATION

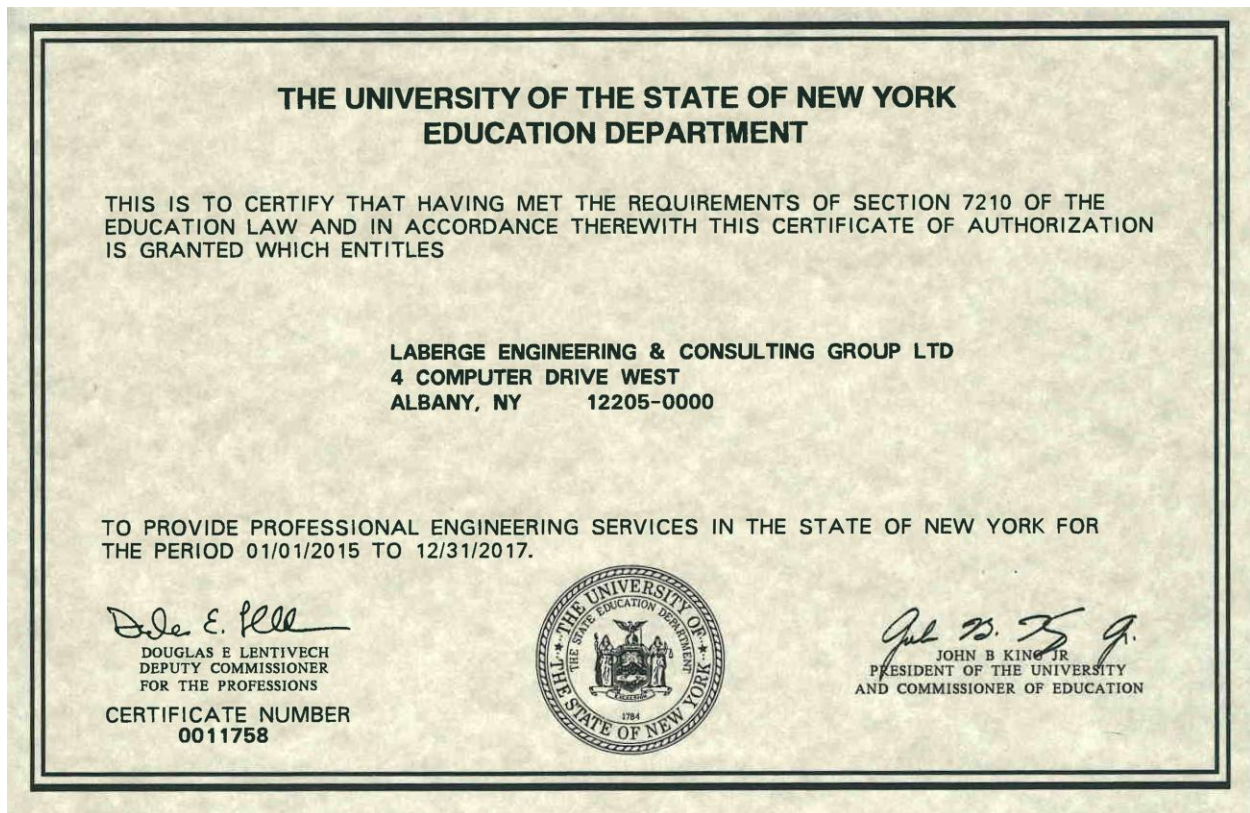
Contact Information

Richard F. Laberge, P.E., President  
Ronald J. Laberge, P.E., Executive Vice President  
Laberge Group  
4 Computer Drive West  
Albany, New York 12205 • Phone: (518) 458-7112 • Fax: (518) 458-1879

[www.labergegroup.com](http://www.labergegroup.com) • [clientservices@labergegroup.com](mailto:clientservices@labergegroup.com)

With a regional office in the Utica Area

Utica, New York • Phone: (315) 768-6220



*Laberge Group's Philosophy is a simple one:*

*The highest quality of services for each client's requirements.*

Laberge Group has provided engineering, planning and community development services since 1964. The knowledge and experience of our staff is deep and broad based with respect to municipal engineering. Our diverse portfolio of successfully completed project, coupled with an experienced core of project management and design staff, provides clients creative, integrated and distinctive solutions.

The firm has an excellent record for performing work on time, within budget and providing recommendations that are accepted and implemented by our clients. We have over fifty years of extensive experience working with private clients and communities of all sizes. Offering a full range of Engineering, Architecture, Surveying and Planning services to our clients allows Laberge Group to meet the all of your current needs. With all our services under one roof we can achieve project milestones efficiently and economically and with the reassurance it is the very best quality of services available.



Laberge Group's philosophy is a simple one: ***The highest quality service for each client's requirements.*** Implementation of this philosophy requires highly competent comprehensive professional services provided on a personal and individual plane and requires establishing and maintaining relationships with our clients. ***We don't build projects, we build communities and organizations...one project at a time.*** We do this by assisting our clients in determining and prioritizing their needs. Using this plan as a guide, we research available funding, matching priorities with the client's individual projects. This becomes an on-going process matching available funding with desired projects and/or needs, building the individual projects, updating the plan, matching the available funding.

This project, if awarded to us, will be accepted with the **pledge** that our total individual and collective knowledge, experience and judgment will be put to work for you, the Client. Our entire staff will be available to you. No one person could (or should) handle all aspects of the project, as many different areas of expertise are required. We all will be actively involved in the assurance of quality services and the completion of all projects on time and within budget.



Laberge Group is known for technical excellence, the ability to respond to a client's needs, and dedication to project implementation. The staff understands that success comes from providing concise and attentive consulting in a fast-paced environment. *Laberge Group is committed to team building, enthusiastic service, project management and multi-disciplinary expertise.* Our intent is to provide you with the best service available to meet your goals and objectives. Our core services include:

### PLANNING & COMMUNITY DEVELOPMENT

- Grant Writing
- Grant Administration and Management
- Funding Analysis and Development of "Funding Quilt"
- Community Development Strategic Plans
- Main Street Revitalization Plans
- Downtown Strategic Plans
- Economic Development Plans
- Transportation Corridor Studies
- Comprehensive Master Plans
- Open Space/Recreation Plans
- Environmental Assessments
- Land-Use Regulation Development
- Planning Board Review
- Special District Feasibility, Creation and Consolidation
- Parks and Recreational Facilities



### ENGINEERING

- Parks and Recreational Facilities
- Water Treatment, Storage and Transmission
- Wastewater Treatment and Collection
- Stormwater Management
- Street and Highway Design
- Traffic Impact Studies
- Access Management
- Site Design
- Corridor Delineation/Studies
- Facilities Design
- Capital Project Planning and Budgeting
- Landfill Design and Closure
- Transportation
- Waterfront Development



### ARCHITECTURE

- Building Design
- Needs Assessments
- Interior Architecture and Space Planning
- Facility Evaluation
- Historic Renovations
- Code Analysis and compliance



### SURVEYING

- Boundary Surveys
- Topographic Surveys
- Site Planning
- Land Subdivision
- Acquisition Surveys
- GPS Services



## 2. KEY PERSONNEL

**Richard F. Laberge, President.**

Mr. Laberge has had diverse educational training combining engineering with financial management. He has been involved with the design, development and construction of various municipal and private engineering and architectural projects. As President, the services rendered by Mr. Laberge have embraced the full scope of engineering, planning, grant application, project administration, and project management. He has also been responsible for municipal water, sewer and facilities planning, design and project administration and management, and has overseen the development of over \$200 Million of grant funds since 1990.



**Nicole T. Allen, A.I.C.P., Planning Services Manager.**

Ms. Allen brings experience in developing and managing a wide range of planning, grants and community development projects, including comprehensive plans, brownfield redevelopment plans, zoning ordinances, subdivision regulations, design guidelines, and plan review for numerous communities. Results-oriented, Ms. Allen is responsible for overseeing planning projects from the initial conception to final approval. Ms. Allen has professional experience in public participation, grant writing, researching and management. She is an experienced grant writer and program manager and most recently secured funding for the Village of Mount Kisco, Columbia County, Hamilton County and the Village of Fultonville.



**Stephanie L. Siciliano, A.I.C.P., Senior Planner.**

Ms. Siciliano has over twelve years of experience as a professional planner in both the public and private sector. Her responsibilities include developing and managing a variety of grants and planning projects including, comprehensive plans, corridor studies, downtown economic development strategic plans, local waterfront revitalization plans, and municipal shared services/governmental efficiency studies and grant writing. Ms. Siciliano has most recently secured funding for the Village of Kiryas Joel, Village of Salem, and the Village of Fultonville.





# RICHARD F. LABERGE, P.E.

## PRESIDENT

### Education

**Bachelor of Science (B.S.),  
Civil Engineering**

Rensselaer Polytechnic Institute, Troy, New York, 1988

**Master of Business Administration (M.B.A), Finance**  
University of Notre Dame, South Bend, Indiana, 1990

### Professional Registrations & Certifications

Professional Engineer (P.E.):  
New York

### Professional Affiliations

National Society of Professional Engineers  
American Society of Civil Engineers  
Financial Management Association

### Specialized Project Experience Summary

Architectural Program Development  
Asset Management  
Brownfield Redevelopment  
Building Condition Assessments  
Community Development Strategic Plans  
Comprehensive Land Use Planning  
Construction Inspection Management  
Corridor Studies  
Dam Design & Consulting  
Development Mitigation Fee Analysis  
Economic Development  
Environmental Impact Assessment (SEQRA)  
Highway Design  
Highway Field Services  
MS4 Compliance Programs  
Municipal Consulting  
Park & Recreation Planning and Design  
Pavement Management  
Permitting  
Petroleum Bulk Storage and Fueling Systems  
Planning & Zoning Board Technical Support  
Real Property Subdivisions  
Shared Services Feasibility Studies & Implementation  
Site Plan Development  
Site Selection Feasibility Analysis  
Stormwater Pollution Prevention Plans & Review  
Term Agreement Management  
Town Engineer Services  
Trail, Park & Sidewalk Feasibility Studies & Design  
Wastewater Feasibility Studies & Design  
Water Feasibility Studies & Design  
Zoning & Code Revisions

Mr. Laberge has had diverse educational training combining engineering with financial management. He has been involved with the design, development and construction of various municipal and private engineering and architectural projects. As President, the services rendered by Mr. Laberge have embraced the full scope of engineering, planning, grant application, project administration and project management. He has also been responsible for municipal water, sewer and facilities planning, design and project administration and management, and has overseen the development of over \$200 Million of grant funds since 1990.

## KEY PROJECTS

### Municipal and Civil Engineering

Municipal Engineering Consultant.

Town of East Greenbush, New York. (Town Designated Engineer)

Town-wide Zoning Ordinance and Map Update.

Town of Beekman, New York. (Principal in Charge)

Zoning Ordinance Revisions.

Village of South Glens Falls, New York. (Principal in Charge)

Town Zoning Ordinance Revision.

Town of Fort Edward, New York. (Principal in Charge)

Community Development Needs Assessment and Implementation Plan.

South Glens Falls, New York. (Principal in Charge)

SEQRA and Engineering Review to the Planning Commission.

City of Troy, New York. (Principal in Charge)

Independent Wireless One's, Application for a Special Use Permit.

Zoning Board, Pittstown, New York. (Project Manager)

Planning and Engineering Consulting Review Services.

Town of Brunswick Zoning Board, New York. (Principal in Charge)

### Transportation Services

Third Street and Third Avenue Reconstruction.

City of Rensselaer, New York (Manager of Public Participation)

Stormwater and Highway Design for Seventh St. and Harrison St.

City of Rensselaer, New York. (Project Manager)

Reconstruction and Stormwater Mitigation John St. and Sixth St.

City of Rensselaer, New York. (Project Manager)

Commercial D Rezoning District GEIS.

Village of Colonie, New York. (Principal in Charge)

City of Cohoes Parking Study.

Cohoes, New York. (Project Manager)

Vliet St. Feasibility Study.

City of Cohoes, New York. (Project Manager)

Realignment of Gilligan Road.

East Greenbush, New York. (Project Manager)

### Representative Infrastructure Grant/Loan

#### Funding Projects:

City of Cohoes, NY — Lancaster Street Sewer

Columbia County, NY — Water Department

Functional Consolidation

Town of Fort Edward, NY — Route 4 Water Main

Replacement

Town of Fort Edward, NY — Water District II

Town of German Flatts, NY — Manion Heights

Water

Town of Plattsburgh, NY — Archie Bordeau

Water District

Town of Westmoreland, NY — Martin Drive Sewer

Town of Westmoreland, NY — Spencer Settlement Water District

Village of Corinth, NY — Sewer Reconstruction

Village of Fultonville, NY — Joint Sewer Plant

Village of Fultonville-Fonda, NY — Wastewater

Treatment Plant Improvements

Village of Fultonville, NY — Wastewater

Improvement Project, Phase II

Village of Kiryas Joel, NY — Backwash Filter

Village of Kiryas Joel, NY — Headworks Analysis

Village of Kiryas Joel, NY — Sewer Pump Station

Improvements

Village of Kiryas Joel, NY — Water Filtration and

Treatment Plant Improvements, Phase III

Village of St. Johnsville, NY — Averill Street

Water and Wastewater Replacement Project

### Planning and Community Development

Strategic Main Street Revitalization Plan.

Village of Greenwich, New York. (Principal in Charge)

South Glens Falls Community Development

Needs Assessment and Implementation Plan.

Village of South Glens Falls, New York. (Principal in Charge)

Master Comprehensive Plan.

Town of Fort Edward, New York. (Principal in Charge)

Local Economic Revitalization Plan.

Town of Fort Edward, New York. (Principal in Charge)

### Architectural Design and Site Planning

New Highway Garage and Related Facilities.

Town of Roxbury, New York. (Principal in Charge)

Highway Department Garage and Related

Facilities.

Town of Tuxedo, New York. (Principal in Charge)

Village Building Feasibility Study.

Village of Greenwich, New York. (Principal in Charge)

HSBC Review Services, Various Locations.

New York State. (Project Manager)

Dutch Village III.

Menands, New York. (Project Manager)

Washington Plaza.

Albany, New York. (Project Manager)

Commercial D Rezoning District GEIS.

Village of Colonie, New York. (Project Manager and Facilitator of Public Hearings)

Structural Survey and Analysis, Strawberry

Ridge Apartments.

Village of Waterford, New York. (Project Manager)

Shaker Run Apartments.

Colonie, New York. (Project Engineer)

4 Computer Drive West  
Albany, NY 12205  
(518) 458-7112 Fax: (518) 458-1879  
www.labergegroup.com







## NICOLE T. ALLEN, AICP

### PLANNING SERVICES MANAGER

#### PROJECT MANAGER

#### Education

##### **Master of Regional Planning (M.R.P.)**

University of Albany, Albany, NY, 2000

##### **Bachelor of Arts Environmental Design (B.A.)**

University of Buffalo, Buffalo, NY, 1998

#### Professional Affiliations & Certifications

American Institute of Certified Planners (AICP)

American Planning Association

NYS Upstate Chapter of American Planning Association

Capital District Planners Association

#### Presentations

***That's Not What I Thought It Would Look Like,***

***Common Mistakes & Mishaps in Site Plan Review***

NY Planning Federation, 2014 (March & July)

Saratoga County Planning Conference, 2013

##### **Site Plan Review,**

NY Planning Federation, 2012

##### **Rural Economic Development Strategic Planning 101,**

Tug Hill Commission, 2012

##### **Sharing Municipal Services, Does it Make Sense or Cents.**

Association of Towns of the State of NY Finance School, 2011  
& NY Planning Federation, 2011.

##### **Shared Services, Balancing Politically Palatable Policies,**

NY Planning Federation, 2009 Conference.

##### **A Practical Guide to Codifying Town Centers,**

Association of Towns of the State of NY, 2007 Conference & Main Street FORUM, Liberty, NY, 2007 Conference.

#### Publications

- ***Open for Agribusiness*** Talk of the Towns, Sept/Oct 2014.
- ***Is Your Community a Hotspot? Rural Municipal Wi-Fi as an Economic Anchor*** Talk of the Towns, May/June 2014.
- ***Is Your Community Ready to Compete? The Lombardi Approach to Grant Development*** Talk of the Towns, Jan/Feb 2014.
- ***How to Integrate the Goals of Your Regional Council into Your Comprehensive Plan*** Talk of the Towns, Jan/Feb 2012.
- ***Parks & Recreation Plans: Balancing the Wish List*** Talk of the Towns, Jan/Feb 2010.
- ***Accessing State Funds: Three Steps to Success*** Talk of the Towns, Sep/Oct 2009.
- ***Economic Development Tool Box, Using a Retail Market Analysis to Stimulate Downtown and Town Center Revitalization*** Talk of the Towns, Nov/Dec 2006.
- ***Turning Lemons Into Lemonade, A Community Planning and Implementation Strategy*** Talk of the Towns, Sept/Oct 2006.

Ms. Allen brings over fifteen (15) years of experience in developing and managing a wide range of planning projects, including strategic plans, government efficiency studies, brownfield redevelopment plans, comprehensive plans, corridor plans, zoning ordinances, subdivision regulations, design guidelines, visual analysis, recreational studies, and plan review for numerous communities. Results-oriented, Ms. Allen is responsible for overseeing planning projects from the initial conception to final approval. Ms. Allen routinely facilitates project and public meetings, but she has also presented at state-wide conferences and authored numerous articles for the Association of Towns. She is well versed in NEPA and SEQRA documentation, to ensure planning actions conform to both state and federal regulations, as well as good planning practices. In addition, Ms. Allen has served as a Planning Board planning consultant for several communities, overseeing site plan and subdivision plan review.

## KEY PROJECTS

#### Representative Grant/Loan Funding

##### Projects:

Columbia County, NY — ESD, Dairy Goat  
Hamilton County, NY — LGE, Fuel Consolidation, Phase II  
Hamilton County, NY — LGE, Fuel Consolidation, Phase III  
Town of Rotterdam, NY — CDBG, Housing Rehabilitation  
Town of Plattsburgh, NY — EPF, Park Acquisition  
Village of Fultonville, NY — CDBG, Joint Sewer Plant  
Village of Fultonville-Fonda, NY — CDBG, Wastewater Treatment Plant Improvements  
Village of Kiryas Joel, NY — CDBG, Water Treatment/Backwash  
Village of Mount Kisco, NY — LGE, Police Merger

#### Comprehensive Planning:

Arietta Comprehensive Plan.  
Hamilton County (Project Manager)  
Beekman Comprehensive Plan.  
Dutchess County (Project Manager)  
Coeymans Comprehensive Plan.  
Albany County (Project Manager)  
North Greenbush Comprehensive Plan. Rensselaer County (Project Manager)  
Schodack Comprehensive Plan.  
Rensselaer County (Project Manager)  
V. of Horseheads Comprehensive Plan.  
Chemung County (Project Manager)  
V. of Port Chester Comprehensive Plan.  
Westchester County (Project Manager)

#### Brownfield & Environmental Planning:

BOA Pre-Nomination Study, Main Avenue Revitalization Plan North Greenbush (Project Manager)  
BOA Nomination Study, City of Fulton (Project Manager)  
BOA Nomination Study, Rotterdam (Project Manager)  
BOA Pre-Nomination Study, T. & V. of Fort Edward (Project Manager)  
Hudson River PCB Economic Analysis, Washington County (Project Manager)

#### Zoning & Land Use

Schodack Zoning (Project Manager)  
Brunswick Zoning (Project Manager)  
Ledyard Zoning & Land Use Update Connecticut (Project Manager)  
Arietta Zoning Law (Project Manager)  
Beekman Zoning Law (Project Manager)  
Coeymans Zoning Law (Project Manager)  
V. of Manlius Zoning (Project Manager)  
Zoning Law, V. of Stillwater (Project Manager)

#### Strategic, Economic Development & Recreation Planning:

Schodack Town Center Plan, Schodack (Project Manager)  
Lakefront Management & Development Strategy, V. of Watkins Glen (Project Manager)  
Augusta County Economic Development Plan. Virginia (Public Facilitator)  
RecPlex Feasibility Study, Beekman (Project Manager)  
Recreation Master Plan, Beekman (Project Manager)

# STEPHANIE L. SICILIANO, AICP

## SENIOR PLANNER



### Education

#### **Master of Regional Planning (M.R.P.)**

University of Albany, Albany, NY, 2003

#### **Bachelor of Arts Environmental Science, Planning & Resource Management (B.A.)**

State University of NY at Plattsburgh, Plattsburgh, NY, 1998

### Professional Affiliations & Certifications

American Institute of Certified Planners (AICP)

American Planning Association

NY State Upstate Chapter of the American Planning Association

### Presentations

**Town of Horicon Community Development Strategic Plan,  
Adirondack Park Association, 2009**

### Publications

#### **One Size Does Not Fit All: Chemung County's Hybrid Approach to Shared Highway Services"**

Talk of the Towns, Association of the Towns of the State of NY, January/February, 2011, co-author.

Ms. Siciliano has over fourteen (14) years of experience as a professional planner in both the public and private sector. Her responsibilities include developing and managing a variety of planning projects including, comprehensive plans, corridor studies, downtown strategic plans, economic revitalization plans, land use studies, and zoning ordinances. Ms. Siciliano has extensive experience in conducting public participation and visioning workshops to engage the community and build consensus. In addition, Ms. Siciliano has expertise in developing shared services studies that identify ways that communities can cooperatively provide municipal services more cost effectively and efficiently. Her background in environmental planning, geographic information systems (GIS), work in local, county and state government and excellent skills in project coordination and public outreach strategies, make her a valuable member of our planning team.

## KEY PROJECTS

### Representative Grant/Loan Funding Projects:

Columbia County, NY — LGE, Water District Consolidation Study  
Columbia County Economic Development Council, NY — Empire State Development  
Town and Village of Chester, NY — LGE, Shared Services Study  
Town and Village of Chester, NY — LGE, Police Consolidation Study  
Town and Village of Chester, NY — LGE, Police Consolidation Implementation  
Town and Village of Frankfort, NY — LGE, Police Consolidation Study  
Town of Salem, NY — CREG, Dissolution Implementation  
Village of Corinth, NY — CWSRF  
Village of Kiryas Joel, NY — CDBG, Home Ownership Assistance Program  
Village of Salem, NY — LGE, Dissolution Study

### Comprehensive Planning:

Town of Brunswick Comprehensive Plan. Rensselaer County, NY (Senior Planner)  
Town of Coeymans Comprehensive Plan. Albany County, NY (Senior Planner)  
Town of Rensselaerville Comprehensive Plan. Albany County, NY (Senior Planner)  
Town and Village of Athens Comprehensive Plan Update. Greene County, NY (Senior Planner)  
Village of Colonie Master Plan Update. Albany County, NY (Planner)  
Village of Fort Edward Comprehensive Plan. Washington County, NY (Senior Planner)  
Village of Granville Comprehensive Plan. Washington County, NY (Planner)  
Village of South Glens Falls Comprehensive Plan. Saratoga County, NY (Senior Planner)

### Shared Services Studies:

Joint Recreation Center Feasibility Study, Towns of Trenton, Remsen, and Steuben.  
Oneida County, NY (Senior Planner)  
Shared Highway Services Feasibility Study. Chemung County, NY (Senior Planner)  
Shared Highway Services Feasibility Study, Town and Village of Deposit and the Town of Sanford. Delaware and Broome County, NY (Senior Planner)  
Shared Services Feasibility Study, Town and Village of Chester. Orange County, NY (Senior Planner)  
Police Consolidation Study, Town & Village of Chester. Orange County, NY (Senior Planner)  
Court Consolidation Study, St. Lawrence County, NY (Senior Planner)

### Economic Development, Main Street Revitalization & Strategic Planning:

Mid Montgomery County, Local Waterfront Revitalization Plan, Towns of Glen & Mohawk, and the Villages of Fonda & Fultonville. Montgomery County, NY (Senior Planner)

## 3. EXPERIENCE & QUALIFICATIONS

### GRANTS MANAGEMENT AND ADMINISTRATION

Laberge Group provides a wide range of support and services for municipalities in need of funding. When a significant portion of municipal projects are funded through other means than tax revenue your need for an expert Grants Management partner can not be understated. Laberge Group has the knowledge, experience and creative thinking to be that partner and provide your community the essential tools to meet all of your community development, planning and grants management needs.

The process of researching, understanding and coordinating a successful grant application can be overwhelming to many municipal officials. Laberge Group has worked with a wide range of communities and understands the challenge of successfully implementing municipal projects. Our expertise in planning, design, financing and administrating municipal endeavors assists a project to produce the desired results. From water systems to parks, from main street revitalization to adaptive re-use projects, Laberge Group is the expert in identifying funding sources, researching and preparing competitive applications and have the detailed experience to administer the grant process efficiently and effectively from concept to completion.



Laberge Group's grants management goals concentrate on the delicate balance of two important groups; the public official their policies and goals; and the needs and aspirations of the people. With this always in mind, Laberge Group supplies extensive insight into many program requirements including:

#### **Grant Preparation**

- Needs Assessment
- Project Development
- Creation of Funding Quilt
- Creation of Supporting Information
- Grant Preparation and Presentation

#### **Grant Administration**

- Program Start Up
- Environmental Review
- Financial Accounting and Loan Review
- Federal and State Regulatory Compliance
- Program Management

Our achievements have led to our client-community's successful procurement of funds and the administration/delivery of a completed municipal project. By partnering with communities like yours, Laberge Group has assisted in securing over **\$135,000,000 dollars** in funding since 2000.

Laberge Group has extensive experience in securing and administering grants from many State and Federal Agencies, including, but not limited to:

- NYS Office of Community Renewal
- US Department of Agriculture
- US Department of Transportation
- US Department of Health & Human Services
- US Environmental Protection Agency
- US Department of Commerce

## EXPERIENCE & QUALIFICATIONS

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- US Economic Development Administration
- US Department of Housing and Urban Development
- NYS Division of Housing and Community Renewal
- NYS Office of Parks & Recreation & Historic Preservation
- NYS Department of State
- NYS Department of Education
- NYS Department of Environmental Conservation
- NYS Department of Transportation
- NYS Department of Economic Development
- NYS Assembly & Senate

Laberge Group is proud of the partnerships we have created over the last four decades with many communities, their officials, and citizens. We are proud of the transformations we have assisted and would like to partner with you to realize your community's goals.

### GRANTS MANAGEMENT EXPERIENCE

Laberge Group provides grants preparation, program delivery, and administration services to counties and local government agencies for planning initiatives, housing rehabilitation, water and sewer infrastructure, parks and recreation, emergency services, municipal buildings, roads, bridges, and bicycle and pedestrian paths, and geographic information systems. Individual grant references are available upon request.

#### 1. Columbia County:

Laberge Group is working diligently with the County to help alleviate and reverse the economic downturn that the County has recently experienced. Our grants development staff assisted the County in identifying areas of need that might be addressed through the development of tailored funding announcements for consideration. Over the past few years, our grant team has assisted Columbia County secure almost \$2.5 million in funding and has assisted the County in creating jobs that will continue to expand for years to come. The results were that the County was able to welcome Local Ocean, as well as expand Hudson Valley Creamery, Ginsbergs' Foods, and Catamount Resorts. In addition, grants were secured for the functional consolidation of water districts and for a feasibility study for the growth of the dairy goat industry in the region.

Year	Program	Project	Amount
2014	Greenway Grant	Behold! New Lebanon	\$5,000
2013	CDBG-ED	Ginsberg's Food, Inc. Expansion	\$516,000
2013	LGE	Water Dept Functional Consolidation	\$250,000
2013	CFA/ESDC	Dairy Goat Feasibility Study	\$35,000
2013	CFA/ESDC	Catamount Resort Expansion	\$1,000,000
2013	CFA/Market NY	Catamount Resort Expansion	\$200,000
2011	CDBG-ED	Hudson Valley Creamery Expansion	\$300,000
2009	CDBD-ED	Local Ocean Expansion	\$170,000

**Contact:**

Ken Flood, Commissioner  
Columbia County Planning/Economic Development  
(518) 828-3375  
kflood@govt.co.columbia.ny.us

#### 2. Village of Kiryas Joel:

The Village of Kiryas Joel, located in Orange County, is a fast growing community of almost 25,000 residents. Laberge Group has worked closely with the Village leaders for more than a decade. Services include grant surveillance, application development, program administration and delivery.

Preparing and implementing nearly two-dozen winning grant proposals resulting in over \$13 million of funding. Projects include water and wastewater infrastructure development and construction, microenterprise program, economic development, façade improvement programs, emergency services, transportation, and planning design and construction of public, medical, and emergency operations facilities. Along with the development and submittal of the grant applications, Laberge Group administers and delivers the projects, often times calling on the services of our professional planners and engineers to deliver quality projects which meet full land use, environmental, federal, state, and local guidelines, as well as funding source contract and scheduling compliance.

## EXPERIENCE & QUALIFICATIONS

Year	Program	Project	Amount
2015	CDBG	Home Ownership Assistance Program	\$400,000
2014	CFA/CDBG	Water Treatment Program	\$600,000
2013	CFA/CRF	Microenterprise Program	\$200,000
2012	CFA/CDBG	Wastewater Treatment Upgrade	\$594,000
2011	CDBG	Microenterprise Program	\$200,000
2009	CDBG-ED	Microenterprise Program	\$200,000
2009	AFG	Fire Engine Purchase	\$275,000
2009	CDBG	Water Filtration and Treatment Plant	\$600,000
2008	CDBG	Water Treatment Plant Upgrades	\$600,000
2008	Senate	Women's Services Center	\$500,000
2008	COPS	Security System Improvement	\$500,000
2007	CEDAP	Thermal Imaging Camera	\$30,000
2007	ESDC	Women's Campus	\$500,000
2007	CDBG	Façade Improvement	\$400,000
2006	CDBG	Water Conservation Program	\$400,000
2006	ESDC	Womens Services Campus	\$2,500,000
2005	ESDC	Women's Services Campus	\$500,000
2005	CDBG	Microenterprise Phase III	\$400,000
2005	CEDAP	Emergency Services Equipment	\$17,500
2004	CDBG	Microenterprise Program	\$400,000
2004	SARA	Records Storage	\$18,000
2003	HCRA-DOH	Womens' Services Campus	\$1,500,000
2003	CDBG	Comprehensive Revitalization Program	\$384,000
2003	SARA	Needs Assessment	\$13,847
2002	HRSA	Womens Services Campus	\$500,000
2002	CDBG	Single Purpose	\$400,000
2001	CDBG	Women's Services Center	\$750,000
2001	CDBG	Kosher Poultry Plant	\$750,000
2000	CDBG Application	Workforce Development Center	\$400,000

**Contact:**

Moishe Gruber, Village Consultant  
Village of Kiryas Joel  
(845) 783-8300 ex 211  
Moishegruber@gmail.com

### 3. Town of Plattsburgh:

The closing of the County's Plattsburgh Air Base in 1995 devastated the community – resulting in 35,000 residents leaving the region, loss of jobs, closing of businesses and loss of tax revenue. Laberge Group has worked closely with the Town in providing financial assistance through a myriad of grant-funded programs that have aided the Town in making a promising comeback resulting in over \$15 million in grants and funding for the Town. Laberge Group has provided grant surveillance, grant development, program administration and delivery in more than twenty grant-funded projects which include but are not limited to, engineering design and construction of numerous infrastructure (water and wastewater)

## EXPERIENCE & QUALIFICATIONS

projects, affordable housing programs, economic development programs for a number of the business relocating to the one-time Air Base, the design and rebuilding of a major strip mall, DOT Byways, Canal Trails, and OPRHP Parkland purchase and development.

Year	Grant	PROJECT	AMOUNT
2011	CDBG	Microenterprise Program	\$200,000
2010	CDBG-ED	Microenterprise Program	\$200,000
2009	LGE	Functional Consolidation	\$396,000
2009	USDA-loan	Cumberland Head Water District	\$6,875,000
2008	DWSRF Loan	Pump Station	\$2,400,000
2008	CDBG-TA	Comprehensive Plan	\$24,000
2008	HOME	Housing Rehabilitation	\$300,000
2007	Restore	Theater Construction	\$2,500,000
2006	SMSI	Wastewater Treatment Agreement	\$290,000
2006	Erie Canal	Lake Champlain Canal	\$149,000
2005	EPA-Spec. Pur.	Wastewater Study	\$280,700
2005	CDBG	Archie Bordeaux	\$400,000
2005	CDBG-ED	Integral Fabrications	\$187,500
2004	CDBG-ED	Ceder Knolls Log Homes	\$185,000
2004	CDBG-ED	Multina	\$134,000
2004	EPF	Parks Development	\$250,000
2003	DOT-Byway	Byway Bike Trail - Design	\$49,680
2003	CDBG-ED	Natec, Inc	\$166,000
2003	EPF/LWCF	Lake Champlain Park	\$196,500
2003	SARA	Inactive Storage	\$5,991
2003	CDBG	South Plattsburgh Water District	\$400,000
2001	DWSRF - Loan	Cumberland Head	\$5,300,000
2001	EPF	Lakefront Park Land Acquisition	\$148,750
2000	CWSRF - Loan	Wallace Hill # 2 Sewer	\$500,000
2000	ANCCEP	Dock Replacement	\$25,000
2000	CDBG Application	Wallace Hill #3 Sewer	\$400,000

**Contact:**

Bernard Bassett, Supervisor  
 Town of Plattsburgh  
 (518) 562-6800  
 BernieB@townofplattsburgh.org

***Other representative Projects (by grant program):***

**Brownfield Opportunity Area**

**Fort Edward (T), Washington County, NY**

Pre-nomination Study– Application/Administration 2004

**Commercial Equipment Direct Assistance Program (Office of Home land Security)**

**Kiryas Joel (V), Orange County, NY**

Emergency Services – Application 2005



## EXPERIENCE & QUALIFICATIONS

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### **Community Development Block Grant (CDBG) - Small Cities**

<b>Brandon (T), Franklin County, NY</b>	
CDBG HUD Housing Administration	1994-2000
<b>Cambridge (V), Washington County, NY</b>	
CDBG Public Infrastructure Application/Administration	1999
<b>Chittenango (V), Madison County, NY</b>	
Downtown Revitalization Program-Application/Administration	2003
<b>Cohoes (C), Albany County, NY</b>	
CDBG- Housing Rehabilitation Application/Administration	2007
CDBG- Remsen Street Façade Improvement Program	2004
CDBG- Remsen Street Revitalization Phase II-Application/Administration	2005
<b>Corinth (T), Saratoga County, NY</b>	
CDBG HUD Housing Program – Application/Administration	2000
<b>Corinth (V), Saratoga County, NY</b>	
CDBG HUD Housing Program - Application/Administration	1996-2000
CDBG HUD Housing Program – Application/Administration	2002
CDBG HUD Housing Program Phase II – Application/Administration	2006
<b>Day (T), Saratoga County, NY</b>	
CDBG Housing Rehabilitation Program - Application/Administration	1993
CDBG Housing Application/Administration	2001
<b>Fort Edward (T), Washington County, NY</b>	
CDBG Public Infrastructure Application/Administration	2002
CDBG Technical Assistance Grant – Strategic Plan	2002
CDBG- Route 4 Water Main Replacement	2004
CDBG-Public Facilities Application	2006
<b>Fort Plain (V), Montgomery County, NY</b>	
CDBG- Micro enterprise Program Application/Administration	2006
<b>Fultonville (V), Montgomery County, NY</b>	
CDBG-Housing Rehabilitation-Application/Administration	2004
CDBG-Housing Rehabilitation Phase II-Application/Administration	2006
<b>German Flatts (T), Herkimer County, NY</b>	
CDBG Public Infrastructure Application/Administration	2002
<b>Granville (V), Washington County, NY</b>	
Micro enterprise Assistance Program- Application/Administration	2003
<b>Green Island (V), Albany County, NY</b>	
Preparation of the 1997 Canal Initiative – Application/Administration	1997-2000
<b>Hoosick Falls (V), Rensselaer County, NY</b>	
CDBG-Housing Rehabilitation-Application/Administration	2004
CDBG-Housing Rehabilitation Phase II-Application/Administration	2006
<b>Kiryas Joel (V), Orange County, NY</b>	
Public Facilities – Application/Administration	2000
Comprehensive – Application/Administration	2001

## EXPERIENCE & QUALIFICATIONS

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Economic Development – Application/Administration	2001
Public Facilities – Application/Administration	2002
Comprehensive- Application/Administration	2003
Micro enterprise Assistance Program- Application/Administration	2004
Micro enterprise Assistance Program Phase III- Application/Administration	2005
Public Facilities – Application/Administration	2006
<b>Manchester (V), Ontario County, NY</b>	
CDBG- Micro enterprise Program Application/Administration	2006
<b>Massena (V), St. Lawrence County, NY</b>	
CDBG- Micro enterprise Program Application/Administration	2006
<b>Middleburgh (V), Schoharie County, NY</b>	
Main Street Revitalization Programs Application	2005
<b>Montgomery County, NY</b>	
CDBG Small Cities Program	1990-1996
<b>Munnsville (V), Madison County, NY</b>	
CDBG-Housing Rehabilitation-Application/Administration	2006
<b>Ohio (T), Herkimer County, NY</b>	
CDBG Housing Rehabilitation Application/Administration	2000
CDBG Housing Rehabilitation Application/Administration	2005
<b>Oneida (C), Madison County, NY</b>	
Downtown Revitalization Program-Application/Administration	2002
CDBG Housing Rehabilitation Application	2004
CDBG-Housing Rehabilitation Phase II-Administration	2006
<b>Plattsburgh (T), Clinton County, NY</b>	
Treadwells Mills Sewer Application/Administration	1991
Military Turnpike - Application/Administration	1993
Wallace Hill Sewer District No. 1 – Application/Administration	1994-1995
Wallace Hill Sewer District No. 2 – Application/Administration	1997-2000
Wallace Hill Sewer District No. 3 – Application/Administration	2000
South Plattsburgh Water District - Application	2003
Archie Bordeau- Application	2005
<b>Rensselaer (C), Rensselaer County, NY</b>	
CDBG Housing Rehabilitation Program Application	2002
CDBG Family Resource Center	2005
<b>Russia (T), Herkimer County, NY</b>	
CDBG Housing Rehabilitation Application/Administration	2000
CDBG Housing Rehabilitation Application/Administration	2003
<b>Schuyler Falls (T), Clinton County, NY</b>	
CDBG Housing Rehabilitation-Application/Application	2005
<b>South Glens Falls (V), Saratoga County, NY</b>	
CDBG-Housing Rehabilitation-Application/Administration	2003
CDBG-Housing Rehabilitation Phase II-Application/Administration	2005

## EXPERIENCE & QUALIFICATIONS

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CDBG-Micro enterprise Program Application/Administration	2006
<b>St. Johnsville (V), Montgomery County, NY</b>	
CDBG HUD Housing Program - Application/Administration	1996-2000
<b>Victory (V), Saratoga County, NY</b>	
CDBG HUD Housing – Administration	2000
<b>Watervliet (C), Albany County, NY</b>	
CDBG Housing Rehabilitation – Application	2003
Comprehensive – Application/Administration	2004
<b>Westmoreland (T), Oneida County, NY</b>	
Public Water Project – Application/Administration	2001
Public Sewer Project – Application/Administration	2002

### **Community Development Block Grant (CDBG) Technical Assistance**

<b>Ballston (T), Saratoga County, NY</b>	
Industrial Development Plan	2004
<b>Big Flats (T), Chemung County, NY</b>	
Town Center Plan	2003
<b>Chemung County, NY</b>	
County Economic Development Plan	2005
<b>Coeymans (T), Albany County, NY</b>	
Town Economic Development Analysis	2005
<b>Fort Edward (T), Washington County, NY</b>	
Economic Development Plan	2002
<b>Fort Plain (V), Montgomery County, NY</b>	
Main Street Revitalization Plan	2003
<b>Fultonville (V), Montgomery County, NY</b>	
Community Development Plan	2004
<b>Hoosick Falls (V), Rensselaer County, NY</b>	
Economic Development Strategy	2004
<b>Horicon (T), Warren County, NY</b>	
Community Development Plan	2006
<b>Middleburgh (V), Schoharie County, NY</b>	
Main Street Revitalization Plan	2003
<b>Oneida (C), Madison County, NY</b>	
City Economic Development Plan	2005
Housing Rehabilitation Study	2006
<b>South Glens Falls (C), Saratoga County, NY</b>	
Economic Development Plan	2001
<b>St. Johnsville (V), Montgomery County, NY</b>	
Community Development Plan	2006
<b>Washington County, NY</b>	
County Economic Development Plan	2005

### **Congressional Earmarks**

<b>Fort Edward (T), Washington County, NY</b>	
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## EXPERIENCE & QUALIFICATIONS

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Rogers Island Museum	2006
<b>Washington County, NY</b>	
Route 113 Reconstruction	2006
EPA Technical Assistant Grant	2006
<b><u>Dam Safety</u></b>	
<b>Altona (T), Clinton County, NY</b>	
La Salle Dam– Application/Administration	2006
<b>Corinth (V), Saratoga County, NY</b>	
Upper Dam– Application/Administration	2003
<b>Troy (C), Rensselaer County, NY</b>	
Mt. Ida Dam– Application/Administration	2000
<b><u>Department of Transportation Byway</u></b>	
<b>Plattsburgh (T), Clinton County, NY</b>	
Byway Bike Trail-Design	2004
<b><u>Drinking Water State Revolving Fund</u></b>	
<b>Victory/Schuylerville (V), Saratoga County, NY</b>	
Hardship Award	2004
<b><u>Community Development Block Grant (CDBG) Economic Development</u></b>	
<b>Albany County, NY</b>	
United Cooperative Farmers-Application	2005
<b>Chemung County, NY</b>	
GRC/Sallie Mae-Application/Administration	2005
Shwietzer, Inc. -Application/Administration	2006
<b>Plattsburgh (T), Clinton County, NY</b>	
Natec, Inc.–Application/Administration	2003
Cedars Knolls Log Home –Application/Administration	2003
Multina, USA	2004
Integral Fabrications, Inc.-Application/Administration	2005
<b>Rensselaer County IDA, NY</b>	
St. Anthony’s/Franciscan Heights Corporation-Application/Administration	2003
<b>Watervliet (C), Albany County, NY</b>	
Rusty Anchor, Inc.- Application/Administration	2004
<b><u>Empire State Development Corporation</u></b>	
<b>Kiryas Joel (V), Orange County, NY</b>	
Women’s Services Center– Application	2006
<b><u>Environmental Facilities Corporation (CWSRF)</u></b>	
<b>Yorkville (V), Oneida County, NY</b>	
Sewer Improvements	1995
<b>East Greenbush (T), Rensselaer County, NY</b>	
Sewer Improvements– Application/Administration	2000
Treatment Plant Upgrade– Application/Administration	2000

## EXPERIENCE & QUALIFICATIONS

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### Environmental Facilities Corporation (DWSRF)

<b>East Greenbush (T), Rensselaer County, NY</b>	
Water System and Tank Improvements– Application/Administration	1999
Pump Station Upgrades– Application/Administration	1999
<b>Rensselaer (C), Rensselaer County, NY</b>	
Water Improvements– Application/Administration	1999
<b>Schuylerville (T), Clinton County, NY</b>	
Water System Improvements– Application/Administration	1999
<b>Victory &amp; Schuylerville (V), Board of Water Management, Saratoga County, NY</b>	
Water System Improvements – Application/Administration	2001

### Environmental Facilities Corporation Landfill Closure Program

<b>Cambridge (V), Washington County, NY</b>	
Application/Administration	1996-2000
<b>Hoosick Falls (V), Rensselaer County, NY</b>	
Application/Administration	1996-2000
<b>Nassau (V), Rensselaer County, NY</b>	
Application/Administration	1991-1993
<b>Salem (V), Washington County, NY</b>	
Application/Administration	1996-2000
<b>Troy (C), Rensselaer County, NY</b>	
Application/Administration	1996-2000

### Environmental Protection Fund

<b>Big Flats (T), Chemung County, NY</b>	
EPF- Whitney Park Improvements– Application/Administration	2005
<b>Colonie (V), Albany County, NY</b>	
EPF – Village Park Improvements– Application/Administration	1998
<b>Corinth (V), Saratoga County, NY</b>	
EPF – Village Park Improvements – Application/Administration	2000
<b>East Greenbush (T), Rensselaer County, NY</b>	
EPF – Town Park Improvements – Application/Administration	1998
EPF – Town Park Improvements – Application	2001
EPF – Town Park Improvements – Application	2002
<b>Fort Edward (T), Washington County, NY</b>	
EPF – Rogers Island Museum – Application	2006
<b>Granville (T), Washington County, NY</b>	
Rails to Trails– Application/Administration	2004
<b>Hoosick (T), Rensselaer County, NY</b>	
EPF – Town Park Improvements– Application/Administration	1997
EPF – Town Park Improvements– Application/Administration	1998
EPF – Town Park Improvements– Application/Administration	1999
EPF – Town Park Improvements– Application/Administration	2002
EPF – Town Park Improvements– Application/Administration	2006
<b>Monticello (V), Sullivan County, NY</b>	

## EXPERIENCE & QUALIFICATIONS

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EPF – Village Park Enhancements – Application	2001
<b>Morehouse (T), Hamilton County, NY</b>	
EPF – Town Park Improvements– Application/Administration	2001
<b>Oneida (C), Madison County, NY</b>	
Oneida Armory Historic Preservation– Application/Administration	2004
<b>Plattsburgh (T), Clinton County, NY</b>	
EPF – Champlain Park -Acquisition–Application	2002
EPF – Champlain Park -Development–Application/Administration	2004
Parks Development – Application/Administration	2004
Wastewater Study– Application/Administration	2005
<b>Stony Creek (T), Warren County, NY</b>	
EPF – Town Park Improvements	1998
<b>Troy (C), Rensselaer County, NY</b>	
EPF – Park/Trail Program – Application/Administration	1998
EPF – Historic Preservation – Application	1999
Bond Act – Dam Reconstruction – Application	1999
<b><u>Erie Canal Greenway</u></b>	
<b>Fort Edward (T), Washington County, NY</b>	
Rogers Island Museum – Application	2006
<b>Plattsburgh (T), Clinton County, NY</b>	
Lake Champlain Canal – Application	2006
<b>St. Johnsville (V), Montgomery County, NY</b>	
Marina Improvements – Application	2006
<b><u>Federal Highway Administration</u></b>	
<b>Fort Edward (T), Washington County, NY</b>	
Train Station	2004
Industrial Access	2004
Route 4 Improvements	2005
<b>Port Jervis (C), Orange County, NY</b>	
Promenade Development	2005
<b><u>Fire</u></b>	
<b>Corinth (V), Saratoga County, NY</b>	
Personal Protective Gear – Application	2006
<b>Kiryas Joel (V), Orange County, NY</b>	
Personal Protective Gear – Application	2006
<b>Rensselaer (C), NY</b>	
Fire Equipment – Application	1998
<b><u>Home Program</u></b>	
<b>Fort Edward (T), Washington County, NY</b>	
Housing Rehabilitation	2006
<b><u>Hudson River Estuary Program</u></b>	

## EXPERIENCE & QUALIFICATIONS

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<b>East Greenbush (T), Rensselaer County NY</b>	
Boat Launch Design – Application/Administration	2000
<b>Putnam County, NY</b>	
Riverfront Access-Boat Launch – Application/Administration	1999
<b>South Glens Falls (V), Saratoga County, NY</b>	
Coopers Cave Access & Interpretive Center	2003

### Locally Administered Transportation Program

<b>Colonie (V), Albany County, NY</b>	
Lincoln Avenue Drainage– Application/Administration	1999-2000
Lincoln Avenue Pedestrian and Bicycle Improvements Application/Administration	1999-2000
<b>Rensselaer (C), Rensselaer County, NY</b>	
Third Street/Third Avenue Improvements	1999-2000
<b>Troy (C), Rensselaer County, NY</b>	
Congress Street Improvements	1999-2000

### New York Main Street

<b>Fultonville (V), Montgomery County, NY</b>	
Main Street Revitalization– Application/Administration	2005
<b>Greenwich (V), Washington County, NY</b>	
Main Street Revitalization– Application/Administration	2005
<b>Hoosick Falls (V), Rensselaer County, NY</b>	
Main Street Revitalization– Application/Administration	2004
<b>Middleburgh (V), Schoharie County, NY</b>	
Main Street Revitalization-Application	2005
<b>South Glens Falls (V), Saratoga County, NY</b>	
Main Street Revitalization– Application/Administration	2004

### Quality Communities

<b>Big Flats (T), Chemung County, NY</b>	
Corridor Study	2005
<b>Fultonville (V), Montgomery County, NY</b>	
Community Growth Plan/Zoning - Application	2006
<b>Fort Edward (T), Washington County, NY</b>	
Community Growth Plan/Zoning – Application	2005
<b>Hoosick Falls (V), Rensselaer County, NY</b>	
Comprehensive Plan - Application	2005
<b>South Glens Falls (V), Saratoga County, NY</b>	
Comprehensive Plan - Application	2006

### Restore New York Communities

<b>Fort Edward (T), Washington County, NY</b>	
Demolition/Museum Construction - Application	2006
<b>Hoosick Falls (V), Rensselaer County, NY</b>	
Commercial Building Reconstruction – Application	2006
<b>Massena (V), St. Lawrence County, NY</b>	

## EXPERIENCE & QUALIFICATIONS

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Demolition/Construction Housing Units - Application	2006
<b><u>Rural Development Administration</u></b>	
<b>Frankfort (V), Herkimer County, NY</b> Water System Improvements-Application	1992
<b>Plattsburgh (T), Clinton County, NY</b> Wallace Hill Water District- Application/Administration	1993
<b>Poland (V), Herkimer County, NY</b> Water District-Application/Administration	1994
<b>Port Leyden (V), Lewis County, NY</b> Water District-Application/Administration	1995
<b><u>Shared Municipal Services Incentive Program</u></b>	
<b>Chester (T), Orange County, NY</b> Consolidation Study – Application	2006
<b>Kiryas Joel (V), Orange County, NY</b> Transportation Facility – Application	2006-2007
<b>Plattsburgh (T), Clinton County, NY</b> Wastewater Treatment Agreement– Application	2006-2007
<b>Trenton (T), Oneida County, NY</b> Regional Recreation Center - Application	2006-2007
<b>Warren County/Washington County, NY</b> Fire Training Center - Application	2006-2007
<b><u>State Archives and Records Administration</u></b>	
<b>Colonie (V), Albany County NY</b> Archival Records Inventory - Application	1995
GIS Needs Assessment – Application/Administration	2000
<b>Corinth (T), Saratoga County, NY</b> Archival Records Inventory - Application	2001
<b>East Greenbush (T), Rensselaer County, NY</b> GIS implementation – Application/Administration	2000
Inactive Records Storage - Application	2003
<b>Kiryas Joel (V), Orange County, NY</b> Archival Records Inventory - Application	2003
Needs Assessment-Application	2003
Records Storage-Application	2004
<b>Plattsburgh (T), Clinton County, NY</b> Inactive Records Storage - Application	2003
<b>Watervliet (C), Albany County, NY</b> Document Imaging-Application	2004
<b><u>Transportation Improvements and Enhancements Programs</u></b>	
<b>Big Flats (T), Chemung County, NY</b> Hamlet Sidewalks - Application	2006
<b>Cohoes (C), Albany County, NY</b>	



## EXPERIENCE & QUALIFICATIONS

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North Mohawk Street– Application	1995
Columbia Street– Application/Administration	1996
<b>Fort Edward (T), Washington County, NY</b>	
Rogers Island Museum – Application	2006
<b>Fultonville (V), Montgomery County, NY</b>	
River Street Walkway - Application	2006
<b>Hoosick Falls (V), Rensselaer County, NY</b>	
Hoosick River Trail - Application	2006
<b>South Glens Falls (V), Saratoga County, NY</b>	
Route 9 Sidewalks/Bike Trail Connector – Application	2006
<b>Troy (C), Rensselaer County, NY</b>	
Hudson Valley Community College Access Phase I	1999
US Route 4, from NYS Rt. 2 to Fourth Street	1999
NYS Rt. 2, from Pawling Avenue to City Line	1999
Gurley Avenue, from 114th Street to Northern Drive	1999
<b><u>United States Department of Agriculture (Grant)</u></b>	
<b>Fort Edward (T), Washington County, NY</b>	
Water district #2	2005

**ADDITIONAL PROFESSIONAL REFERENCES**

**Albany County, New York**

Contact: Ms. Scott Siegel, Policy Analyst  
Albany County Executive  
112 State Street  
Albany, New York 12207  
(518) 447-5669 • [scott.siegel@albanycounty.com](mailto:scott.siegel@albanycounty.com)

**Columbia County, New York**

Contact: Ken Flood, Executive Director  
Columbia Economic Development Corporation  
4303 Route 9  
Hudson, New York 12534  
(518) 828-4718 • [Kenneth.flood@columbiacountyny.com](mailto:Kenneth.flood@columbiacountyny.com)

**Town of Plattsburgh, New York**

Contact: Bernard Bassett, Supervisor  
151 Banker Road  
Plattsburgh, New York 12901  
(518) 562-6813

**Rensselaer County Economic Development and Planning**

Contact: Jack Bonesteel, Deputy Director  
1600 7<sup>th</sup> Avenue  
Troy, New York 12180  
(518) 270-2988 • [jbbonesteel@rensco.com](mailto:jbbonesteel@rensco.com)

**Village of Fultonville, New York**

Contact: Robert Headwell, Mayor  
PO Box 337  
Fultonville, New York  
(518) 853-3815 • [rheadwell@ffcsd.org](mailto:rheadwell@ffcsd.org)

**Village of Kiryas Joel, New York**

Contact: Moishe Gruber, Consultant  
PO Box 566  
Monroe, New York 10950  
(845) 783-8300 x211

**City of Oneida, New York**

Contact: Cassie Rose, Director of Planning  
109 N. Main Street  
Oneida, New York 13421  
(315) 363-7467 • [crose@oneidacity.com](mailto:crose@oneidacity.com)

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## CURRENT CLIENTS & MATERIAL LITIGATION

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### CURRENT CLIENTS

Laberge Group has engaged many years of service partnering with communities throughout Westchester County. At this time, Laberge Group is not engaged to provide grant writing services for communities within Westchester County that will conflict with the Village of Port Chester.

### MATERIAL LITIGATION

Laberge Group does not have any litigation over the past three (3) years that involved the firm or any of its affiliates, a parent company, or any officer or principal.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Fenner &amp; Esler</b> 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	<b>CONTACT NAME:</b> Timothy Esler <b>PHONE (A/C No. Ext):</b> (201)262-1200 <b>E-MAIL ADDRESS:</b>		<b>FAX (A/C No):</b> (201)262-7810
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> <b>Laberge Engineering &amp; Consulting Group, LTD</b> 4 Computer Drive West Albany NY 12205	<b>INSURER A:</b> Charter Oak Fire Insurance		<b>25615</b>
	<b>INSURER B:</b> Catlin Insurance Company, Inc.		<b>19518</b>
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** Master 14-15                      **REVISION NUMBER:**

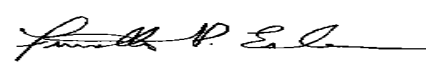
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
	<input type="checkbox"/> _____						PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> _____						GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> _____							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			XOUB-3350T69-4-14	11/1/2014	11/1/2015	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
<b>B</b>	<b>PROFESSIONAL LIABILITY</b>						PER CLAIM LIMIT	\$2,000,000
				AED-691260-1115	11/1/2014	11/1/2015	AGGREGATE LIMIT	\$2,000,000
				Retro Date: 01/01/1950				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

<b>SAMPLE CERTIFICATE</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Timothy Esler/JEAN 

## 4. SCOPE OF SERVICES

**SCOPE OF SERVICES**

**Introduction**

Laberge Group employs a team of professional planners, economic development specialists and experienced grant writers to assist communities in identifying funding needs and securing resources to implement important municipal projects. Each member is empowered by their expansive breadth of knowledge, diversified experience, and pride of excellence. Laberge Group has assisted numerous county governments, large and small municipalities, public and private businesses, and non-profit organizations in the identification and procurement of the grant programs noted in the Village of Port Chester’s RFP, which includes, but is not limited to, the following subject areas:

- a) Community/Economic Development.
- b) Criminal Justice Technology and Programs.
- c) Health Services.
- d) Housing and Housing Programs.
- e) Building/Code Enforcement.
- f) Fire Protection Services.
- g) Infrastructure Development and Maintenance.
- h) Abandoned and Vacant Properties.
- i) Technology and Digital Media.
- j) Parks, Recreation, and the Arts.
- k) Social Services and Human Services.
- l) Transportation and Highway.
- m) Workforce Development.
- n) Records Management.
- o) Environmental Engineering and Brownfield Redevelopment.

Laberge Group’s extensive experience working with municipal governments has provided us with an introspective understanding of the many needs and concerns that impact each of our clients. In response, and with a commitment to uphold our philosophy to provide the highest quality service for each client’s requirement, Laberge Group has designed a grants’ strategy, surveillance, and development process that has proven successful in securing over \$135 million in state and federal funding for our clients. The successful best practices methodology used to achieve our success is summarized below:

Methodology for Successful Grant Preparation	
1.	Identify the community’s needs and issues.
2.	Analyze potential issue-solving projects from a variety of perspectives.
3.	Examine all alternative solutions.
4.	Identify available funding and/or support resources.
5.	Recommend source or identity of resolution and solution(s).
6.	Develop a schedule or timeline for grant activities.
7.	Enact appropriate activity to successfully achieve objectives.

**TASK I: FUNDING NEEDS ANALYSIS**

Ms. Nicole Allen, A.I.C.P., Planning Services Manager, in response to the Village of Port Chester’s award of contract, will work under the supervision of the Village Manager. A Laberge Group team of experienced planning and grants development professionals will work closely with Ms. Allen in the coordination of each funding task. Outcomes of a Funding Needs Analysis will result in the development of Village directed grant strategies, the surveillance of available funding resources, and the development of professionally prepared and competitive funding applications.

**a) Activity 1: Plan Review:**

The Funding Needs Analysis will begin with Laberge Group conducting a review of the Village of Port Chester's publicly-approved and municipally-adopted planning documents that set out short and long-term goals for the Village. This review will be expanded to include any County, Regional, and Compact Community draft or adopted planning documents that set forth planning initiatives for revitalization, growth and/or redevelopment. Proposed project goals will be recorded on a computerized spreadsheet. A strong foundation for grant preparation exists when the Village has established goals represented in a publicly approved planning document.

**b) Activity 2: Grant Review:**

Laberge Group will conduct an inventory of the Village's existing grant awards. The awards will be reviewed and documented on the electronic spreadsheet, cross referenced to the proposed planning goals and planning initiative recorded in Activity 1. This action will allow us to identify which awards have aided the Village in meeting its goals and or planning initiatives. The Team will note each project's progression, and for those projects well underway or recently completed, the potential for applying for additional grant-funded phases – the beginning of our surveillance program. Noting those areas on the spreadsheet where funding awards are still to be received provides us with an immediate list of project needs and assists us in our surveillance activity to identify funding resources.

**c) Activity 3: Department Needs Review:**

As directed by the Village Manager, Laberge Group will meet with department heads to discuss and assess current funding priority areas of each department. Discussions will include but are not limited to department needs for program stabilization, expansion, or future direction. From this information, we will collectively identify potential priority areas requiring grant funding. The findings of the department interviews will augment Activity 1 and Activity 2, and together, the three activities will provide the foundation for the development of the Village of Port Chester's Funding Needs Analysis and Action Matrix.

**d) Activity 4: Funding Needs Analysis and Action Matrix:**

Activities 1-3 provide the comprehensive detail to be integrated into an updated funding surveillance and action matrix. This customized document prioritizes each project needing to be funded, and cross-references the project to potential funding sources.

### **TASK 2: GRANT FUNDING RESEARCH**

Laberge Group will monitor the critical grant environments for funding resources which can financially assist in any one of the activities specified on the Funding Needs Analysis and Action Matrix while also maintaining the overall strategic direction of the Village.

As a result of the activities listed below, Laberge Group will provide The Village of Port Chester with summaries of potential funding opportunities. The summaries will include, but not limited to, the name of the agency, the advertised due dates for the application(s), eligibility, a brief program summary, the level of funding available, and any local share requirements. As such, our Grant Funding Research - surveillance program will incorporate the following strategies:

- a) Laberge Group grant development personnel will employ ongoing surveillance of a variety of potential funding opportunities. We have an extensive history of working with a plethora of Federal and State programs, including, but not limited to, those agencies that support Community/Economic Development; Criminal Justice Technology and Programs; Health Services; Housing and Housing Programs; Infrastructure Development and Maintenance; Homeland Security; Other Technology; Parks and Recreation; Social Services; Transportation; and Workforce Development. While the majority of New York State community development

grants are included in the annual Consolidated Funding Application, many local, county, and federal opportunities still exist and need to be monitored.

- b) Laberge Group maintains a list of Federal and State agencies and foundation programs that are known to have provided funding opportunities in the past. The more popular of these funding resources, (i.e. *in no special order* - FEMA, USDA, COPS, OPRHP, DOT, NYSERDA, DHS, ESDC, EFC, NYSOA, DOH, DCJS, EPA, FTA, etc.) are regularly revised in order to identify updates to funding announcements. Upon notice of a funding announcement, we have found that discussing proposed projects with representatives from the funding source, enhances the competitiveness of a submitted application.
- c) The Albany location of Laberge Group's main office makes visits to the Capitol and legislative offices most convenient. Laberge Group personnel are readily available to meet with delegation committee members and official staff members to discuss priority projects that can be achieved in a cost effective manner through the leveraging of funds from a myriad of sources.
- d) Grant development personnel review Governor Cuomo's press releases regularly, noting any information that might prove valuable in the course of securing funds for Laberge Group clients. In addition, NYS Legislative agenda's are reviewed on a routine basis to track funding opportunities. Information that may be of special interest to a Laberge Group client is then forwarded on. As part of Laberge Group's surveillance activity, we are the recipient of a number of electronic communications received from Federal and State agencies, as well as elected officials. This information is often shared with Laberge Group clients. In addition, Laberge Group will meet with state and federal funding agencies to best match your needs with funding opportunities.
- e) Laberge Group grant development personnel will schedule meetings with the Village Council and the Village Manager to discuss current events and any new or updated changes to the Funding Needs Analysis and Action Matrix. When a certain grant opportunity becomes known to the Village, upon their request, we will research the NOFA and report to the Village Manager, the name of the agency, the advertised due dates for the application, funding eligibility, a brief program summary, the level of funding available, and any local share requirements.

### **TASK 3: ON CALL GRANT RESEARCH**

For the duration of a Contract between Village of Port Chester and Laberge Group, should the Village become aware of, and is interested in, a funding opportunity that does not register with the Funding Needs Analysis and Action Matrix, the Village may request Laberge Group's grant development personnel to research the opportunity and provide an overview which includes the name of the agency, the advertised due dates for the application, funding eligibility, a brief program summary, the level of funding available, and any local share requirements.

It should be noted that On-Call Grant Research requests should allow sufficient lead time for appropriate research of the funding program and, in the event the Village should chose to move forward in applying for the funding, should allow for a sufficient amount of time for the development of a professionally prepared, competitive application.



### TASK 4: GRANT PROPOSAL DEVELOPMENT

After receiving direction from the Village of Port Chester, Laberge Group will proceed with the following summarized steps:

**Authorization To Proceed (ATP):** An ATP is a short form document that, when executed by the Village of Port Chester and Laberge Group, authorizes Laberge Group to prepare and submit a specific grant application on behalf of the Village. The ATP sets forth the general steps to be completed by the grant writer and the associated application preparation fee.

**Assignment:** Application preparation will be assigned to the grant writer who has the greatest knowledge of the selected subject matter and who may have completed prior successful applications to the funding source. Laberge Group grant development personnel are well experienced in both hard copy and electronic application submittals. Applications completed by Laberge Group grants development personnel are prepared in a professional and competitive manner, strongly linking the intent of the funding source to the proposed project.

**Prior Evaluations:** Laberge Group's management procedures will ensure the performance quality of our work. Before commencing with the application preparation, the assigned grant development personnel will obtain and review any the Village of Port Chester's prior application evaluations prepared by the funding source to which the current application will be submitted. This preliminary step allows us to gain a better understanding of the specific review process and more clearly defines the information the particular funding sources deem to be the most important.

**Review of Village, County and/or Regional Plan Goals:** As stated earlier, the Village of Port Chester publicly adopted planning goals will form a strong foundation for a funding request. A review of the Funding Needs Analysis and Grant Matrix will provide the name of the planning document and the detailed goal that the Village wishes to implement. Further review of the planning document will provide the background knowledge tied to the goals development. This information can often be used in the application narratives.

**Research:** The development of a successful grant proposal begins with researching material to gain a full understanding of the funding program and how it will tie to the Village of Port Chester's needs. Current data relating to the subject matter must be obtained and corroborated with the appropriate department(s). In gathering research material, special attention must be given to the mission of the funding source. As examples, a) should the NOFA originate from Housing and Urban Development (HUD) or NYS Office of Community Renewal's Community Development Block Grant, it is imperative to become knowledgeable in the most current official Census data relating to income levels and the community's need for affordable housing; and b) should an application opportunity be announced through New York State Office of Parks, Recreation and Historic Preservation, it is of paramount importance to become familiar with the recreation initiatives found within the Statewide Comprehensive Outdoor Recreation Plan (*SCORP*).

It is important to note that many grant NOFA's will require specific policies or programs to be submitted. Individual departments will have the responsibility of providing those programs to Laberge Group prior to grant development.

**Start Up Package:** A start up package prepared by Laberge Group grants development is comprised of an assortment of grant support items that will add to the competitiveness of the grant application. The package normally consists of the following items:

- Draft resolution to apply.
- Application cover letter.

- Letter requesting agency and/or elected official expressions of support.
- Sample support letter(s).
- Project commitment letter.
- Local share commitment.
- Public hearing announcements and draft public notices will be provided should these activities be a requirement of the funding source.

The start up package will also include the instructions explaining the appropriate action required for each item.

**Grant Application Forms:** Grant application forms are provided by the funding source and are required to be completed, signed by the Village Manager, and become the start of the application. Most applications now require certain certifications and lobbying disclosures to be signed as well.

**Grant Application Narratives:** Grant application narratives are generally prepared in response to questions asked in the application guidance or instructions. Narratives are of paramount importance in preparing an application and should be tied to the ranking materials or priorities provided within the instructions or grant guidance.

**Exhibits:** Most applications require a number of exhibits which might include items such as census maps, project location maps, plan excerpts, and other supporting documentation.

**Quality Reviews:** The process to complete a final application includes a 4-step quality review: Upon completion of the narrative portion of the application, 1) a draft copy will be sent to the Village Manager and department head, for review and comment. Any changes will be made at this point, 2) a peer review of the full grant document is conducted as the office, 3) followed by a supervisory review prior to the application being sent on for copying. 4) once the grant application is completely assembled, a final Quality Review is scheduled with Ms. Allen prior to each grant application, with the appropriate numbers of the document submitted to the funding source with a copy forwarded to the Village of Port Chester.

### **TASK 5: OPTIONAL SERVICE – GRANT ADMINISTRATION**

At the Village of Port Chester's request, Laberge Group has the expertise to provide full grant administration and program delivery services.

- a) **Program Manager:** Upon request of the Village of Port Chester, Laberge Group will assign a program manager to assist the Village in administering and delivering the program in full conformance with all Federal, State and Local guidelines. Laberge Group's program manager will be responsible for advising the Village contact on the set up of the necessary filing system and establishment of financial accounts to receive grant funds.
- b) **Program Administration:** Most grant applications require the applicant to provide a work plan and activity schedule within the application document. This information often becomes a component of the award contract. Laberge Group will assist staff in maintaining grant eligibility through adherence to the work plan and project schedule and, as such, will provide the necessary program management, appropriate record keeping, accessing of funds and the filing of timely progress reports. At the Village's direction, grant-related reports will be prepared at Laberge Group offices and provided to the Village Manager for signature and submittal to the funding agency. A Laberge Group representative will meet with staff to review grant files to ensure the record keeping, reporting, and management meets both the Village's management procedures and the criteria established by the funding source.

- c) **Program Delivery Activities:** Laberge Group will assist the Village in all areas of program delivery. The delivery of the awarded project will vary depending on the type program. Generally, delivery activities and costs are those that can be directly attributed to activities set forth in the application's proposed project and activities to deliver the project in conformance with Federal, State, and local guidelines. Laberge Group is well experienced in all venues of program delivery.
  
- d) **Technical Expertise:** Laberge Group is a full service, multiple discipline engineering and community development organization. Our highly skilled staff consists of a battery of engineers, architects, grant development personnel, EPA certified housing, and program management professionals that are available to assist the Village in fulfilling all aspects of grant implementation.

## 5. FEE PROPOSAL

**FEE PROPOSAL**

Based upon our review of the work detailed in the request for proposals, Laberge Group is pleased to offer a not to exceed fee for grant identification and writing services of \$29,500 per year for the 2015-2017 calendar years. It is anticipated that this endeavor will involve approximately 530 consultant hours.

It is our experience that grant identification and initial research will be billed at our normal hourly rate. Once a grant has been selected, an authorization to proceed will be identified with an individual not to exceed amount per grant. Typical grant development fees range from \$2,500-7,500 depending on the complexity of the grant and individual project readiness.

Fees for grant administration are separate and are typically included in the grant application as a flexible cost for reimbursement. As such those fees are not borne by the village.

**HOURLY RATE SCHEDULE  
GENERAL MUNICIPAL SERVICES  
EFFECTIVE: January 2015**

**TECHNICAL CATEGORY**

Principal, Architect, Engineer, Planner, Surveyor, CPA	150 – 225
Engineering-Project Managers	115 - 170
Architecture-Project Managers	115 - 170
Surveying-Project Managers	110 - 140
Planning-Project Managers	115 - 175
Engineers	90 – 135
Architects	90 – 125
Landscape Architects	90 - 120
Interior Designers	85 - 110
Planners/Community Developers	80 - 120
Surveyors - Party Chief/Instrument Person	60 - 95
Surveyors (NYS Prevailing Rate Work)	75 - 100
Engineering Technicians	60 – 95
Architectural Technicians	60 – 95
Surveying Technicians	60 – 95
Planning/Community Development Technicians	60 – 85
Interior Design Technicians	60 - 85
Resident Managers	80 - 130
Project Representatives	55 - 100
Financial/Fiscal/Administration/Accounting	50 - 175
Administrative Assistants	45 - 80

NOTES:

1. Rates based on range of Direct Personnel Expense (DPE) plus 1.7 DPE.
2. All rates subject to change without notice due to salary increases, State or Federal requirements or new personnel.
3. Reimbursable Expenses (other than Labor) shall be compensated at the actual cost thereof, plus an additional \$0.20 per dollar incurred.



# VILLAGE OF PORT OFFICE OF THE VILLAGE

## MEMORANDUM

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TO: Mayor and Board of Trustees

FROM: Grant Writing Work Group

THROUGH: Christopher D. Steers

DATE: September 4, 2015

RE: Grant Writing Service RFP 2015-04

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After evaluating three initial responses to RFP 2015-04, "Grant Writing Services," Village of Port Chester Staff determined two responses to be qualified and complete. Laberge Engineering and Consulting Group LTD and Millennium Strategies LLC were interviewed during the week of August 17, 2015.

Village Staff's analysis of these firms, as well as a recommendation for selection, is as follows.

### **Fee Structure:**

Millennium:

- A flat fee of \$3,000/month for a two-year period allows for unlimited consulting services across the spectrum of available grants. Contractor resources and grant writing services are available as needed and can be called upon freely based upon client needs.

Laberge:

- A not-to-exceed fee of \$29,500 per year for a two-year period based on hourly rates. The response approximated an individual grant application fee to range from \$2,500-\$7,500 depending on complexity. This places a clear limitation on availability of contractor resources.

### **Submitted Materials:**

Millennium:

- Application package was tailored to the Village of Port Chester and the RFP criteria: the document contained detailed information regarding recent successes in the grant writing field.

- List of prior clients demonstrated a wide range of grant writing experience at various funding levels, i.e. local, state and federal programs.
- Applicant will provide a Grant Writing Strategic Plan that includes a proactive investigation of strategic opportunity areas from both public and private sources.
- Grant Manager assigned to Port Chester demonstrated a high level of success and experience in the grant writing field, having received award of over \$40 million in grant funding over the last three years.

Laberge:

- Submitted experience and qualifications list covered grants awarded through 2006 with no recent experiences discussed.
- Majority of listed clients are no longer working with Laberge, and only two grant writing clients are current contracts.
- Firm's central focus is on engineering and planning, and grant writing is an incidental service without specialized or dedicated staff members.
- Grant Manager assigned to Port Chester demonstrated proficiency in planning with only secondary expertise in grant writing.

Millennium:

- Funding approach casts a broad net for grants from private, federal, state and foundation-based sources. A designated, in-house research team seeks out nontraditional funding to supplement the application opportunities Port Chester already leverages (DOS, LWRP, EFC, NYMS, ESD, FEMA, CDBG, etc.). Nontraditional funding areas would greatly increase Village opportunity for future grant success.
- Proposed Grant Manager demonstrated a wide range of knowledge and a working style indicative of strong management skills, a focus on the client's needs, and autonomy over the management of the contract.

Laberge:

- Funding approach is focused on traditional state grant programs. This approach would supplement Port Chester's previous successes with funding sources such as the CFA and CDBG but would not avail the Village of additional private, federal, or foundation-based funds
- Laberge seeks project specific funding as directed by staff. Grant acquisition efforts are not proactive and do not extend beyond the client's current objectives.

For the above reasons, Staff recommends Millennium Strategies LLC for award of RFP 2015-04.

15



APPOINTMENT OF MEMBER TO THE PORT CHESTER INDUSTRIAL DEVELOPMENT  
AGENCY AND PORT CHESTER LOCAL DEVELOPMENT CORPORATION

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 Trustee Saverio Terenzi, residing in Port Chester, New York, be and  
hereby is appointed as a member of the Port Chester Industrial Development Agency (PCIDA) to  
fill the seat previously held by former Mayor Neil Pagano; and be it further

RESOLVED, that Trustee Terenzi be and is hereby appointed as a member of the Port  
Chester Local Development Corporation (LDC) to fill the seat previously held by former Mayor  
Pagano.

Approved as to Form:

\_\_\_\_\_

Anthony M. Cerreto, Village Attorney

# DISCUSSIONS



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

**AGENDA MEMO**

**Department:** Office of the Village Attorney

**BOT Meeting Date:** 9/8/2015

**Item Type:** Discussion Item

**Sponsor's Name:** Anthony (Tony) Cerreto, Village Attorney

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

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

CONSIDERATION OF USE OF EMINENT DOMAIN TO ACQUIRE PROPERTY LOCATED  
 AT 23 WASHINGTON STREET FOR CONVEYANCE TO A RESPONSIBLE OWNER

**Summary**

**Background:**

The two-family dwelling at 23 Washington Street has been vacant for many years.

The out-of-state owner has evidenced no desire to take responsibility for the property which is the subject of a pending mortgage foreclosure proceeding.

Policy discussion on the Village's consideration of the power of eminent domain to acquire the property and convey it to a responsible party.

**Proposed Action**

Select a Proposed Action

<b>Attachments</b>

## DISCUSSIONS:

1. Amnesty Program Extension – Building Code Enforcement

2. 23 Washington Street

3. Key Position Hiring Status

4. Marina G&S Lot

DISCUSSIONS:

5. Bulkhead

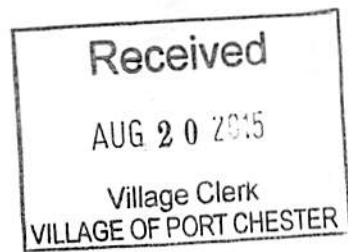
6. 201 Grace Church Street

7. Curfew for BOT Meetings

# CORRESPONDENCE

1





August 19, 2015

Hon. Dennis Pilla, Mayor  
Village of Port Chester  
222 Grace Church Street  
Port Chester, NY 10573

Dear Mayor Pilla, and the Port Chester Board of Trustees:

Thank you for your generous grant of \$5,000 from the Village of Port Chester General Fund. We are absolutely thrilled with this renewed level of support and the additional programming we will be able to continue to provide! Ongoing support from the Village, which is so important to us as our home base, only solidifies how much a part of this community we have become. We appreciate your continuing to aid our ongoing efforts to expose disadvantaged youth, and the entire Port Chester community, to the arts and arts education.

We are proud to be part of the Port Chester community and to be contributing to its history and its success, and we are honored that Port Chester recognizes our deep ties to the community. Your support for the arts makes it possible for the nonprofit sector to offer exceptional programming to Port Chester residents!

Sincerely,

A handwritten signature in black ink, appearing to read "Leigh Taylor Mickelson".

Leigh Taylor Mickelson  
Executive Director

A handwritten signature in black ink, appearing to read "Wendy Weingstein".

Wendy Weingstein  
Development Associate

cc: ✓ Village of Port Chester Board of Trustees

2

PORT CHESTER HOUSING AUTHORITY  
2 WEBER DRIVE, P.O. BOX 347  
PORT CHESTER, NEW YORK 10573  
TELEPHONE: (914) 937-5550  
FAX: (914) 937-3214

BLANCA P. LÓPEZ  
CHAIRPERSON

ROBERT J. VYSKOCH  
EXECUTIVE DIRECTOR

August 14, 2015

Mr. Anthony M. Cerreto  
Village Attorney  
Village of Port Chester  
222 Grace Church Street  
Port Chester, NY 10573

Re: Village Sewer Rent Fees

Dear Mr. Cerreto:

Enclosed is a check for \$6,739.97 in response to your recent letter regarding the Village's sewer rent fees and PCHA's balance of \$67,399.67 as of May 31, 2015.

As you are aware, we have been negotiating with the Village (including you and the Village Manager, Mr. Steers) for many months, and have had recent discussions with Mayor Dennis Pilla, in a good-faith effort to come to an agreement regarding the sewer rent, whereby PCHA would pay a prorated portion of the sewer rent (similar to the "PILOT based" approach previously discussed with you and the Village Manager) in exchange for ongoing PCHA policies, programs and services that contribute to the social and economic well-being and betterment of our Village and its residents.

Our request to negotiate a reduced/prorated sewer rent payment stems from our funding and financial situation. As you know, the Authority's funding is fully dependent upon tenants' rents (which are calculated solely on the tenants' household income) and operating subsidies received through the US Department of Housing and Urban Development ("HUD"). Ideally, our annual budget needs are met by these two sources of funds, with the HUD subsidies calculated to make up the difference not covered by tenants' rents. Unfortunately, over the past several years, the HUD subsidies have been significantly under-funded and reduced accordingly, such that they do not meet the Authority's annual budgetary needs. This has put a severe financial strain on the Authority's finances. And, as the Authority cannot simply raise rents to meet our budget needs (as rents per our agreement with HUD are based solely on tenants' incomes and not on the Authority's expenses), we are forced to make whatever reductions in our expenses we can to maintain our buildings and continue to provide necessary services to our tenants. It is worth mentioning that Mayor Pilla is attempting to arrange a meeting between PCHA and HUD, through Congresswoman Lowy's office, to pursue whatever additional financial consideration that may be available from HUD.

Because of our reduced subsidies, tenuous financial situation, and inability to increase income, any additional expenses imposed on the Authority, including the new

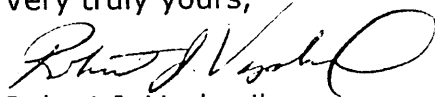


Village sewer rent fees, have serious negative consequences and create significant potential hardship. The imposition of the new sewer rent has created a serious financial hardship for the Authority that is difficult to absorb, given the above mentioned budgetary situation and financial constraints. The Authority cannot raise rents to help cover the additional costs created by the sewer rents, and thus, will be forced to further cut vital services and forego necessary repairs in order to pay such additional expenses. In addition, there is no equivalent reduction in taxes to offset the sewer rent for the Authority, as other Village property owners realize under the sewer rent program.

Our historic relationship with the Village is that the Authority provides decent, safe and sanitary housing to some of the Village's neediest residents, many of whom work in local businesses and in the schools, and we have both enjoyed a long-standing history of mutual cooperation and mutual benefit for our Village and its residents. Further, our cooperation agreement with the Village recognizes and supports the vital services provided by the Authority by creating a PILOT payment based on the Authority's rental income. We are requesting that a similar accommodation be made concerning the sewer rent to provide for a reduced payment that the Authority can meet given its current finances and which helps the Authority to continue to provide housing to those residents who might not otherwise be able to afford to live in the Village. This includes tenants who reside in 124 units of Senior housing and 216 family units. We believe it is a fair and equitable accommodation that recognizes the Authority's ability to pay and the vital services it continues to provide to the Village. We want to act in good faith, and do what we are able to do financially to carry our weight and contribute to the good of the Village... we are not looking for a free ride, but instead, a reduced, prorated amount that will enable us to contribute our fair share, while maintaining the vital services we provide to the Village and its residents.

The enclosed payment is being sent as a sign and gesture of our good faith efforts to contribute our fair share and to continue negotiations with the Village in an honest, forthright and productive manner. To that end, we respectfully request a meeting with the Village Board of Trustees, the Mayor, the Village Manager and you to continue our discussions and negotiations in an effort to come to an agreement that is fair, reasonable, feasible and equitable to the Village, its residents, and the Authority.

Very truly yours,



Robert J. Vyskocil  
Executive Director

cc: Honorable Mayor Dennis G. Pilla  
B. Lopez, PCHA Board Chair  
PCHA Board Members  
Leonie Douglas, Village Treasurer  
Christopher Ameigh, Assistant to the Village Manager

3

Received  
AUG 25 2015  
Village Clerk  
VILLAGE OF PORT CHESTER

**Elizabeth Street Residents**  
**c/o Carlucci**  
**28 Elizabeth Street**  
**Port Chester, New York 10573**

914 774 9831 August, 2015

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

Re: Need for Traffic Improvement

Dear Mayor and Board:

At the suggestion of Trustee Gene Ceccarelli, we write you to request that the Traffic Commission and Traffic Sergeant review the safety of the intersection of Elizabeth Street and Webster Place.

As one leaves Elizabeth Street – if there is a vehicle (especially a large SUV or truck) parked in the last space on Elizabeth Street or the closest space on Webster, it is nearly impossible to see approaching cars entering Webster from North Regent Street. In the morning, many cars to avoid the light at Irving Avenue or Westchester Avenue, will cut down Webster, often at a high rate of speed. Because of the angle that Webster and Elizabeth Street connect as well as the limited sight distance due to cars parked along Webster, the situation has been the cause of many close calls, if not accidents.

We would request that this intersection be looked and consideration given to making the intersection a full 4 way stop, or maintaining a sight clearance by the elimination of several parking spaces. Thank you for your attention to this matter.

Edward J. Carlucci  
28 Elizabeth St

[Signature]  
24 Elizabeth St

[Signature]  
12 Elizabeth St.

[Signature]  
Vitugladno Family 27 Elizabeth St

[Signature]  
61 Elizabeth St, P.C.

[Signature]  
39 Elizabeth St

Lorraine Hickey  
26 Elizabeth St P.C.

**Elizabeth Street Residents  
c/o Carlucci  
28 Elizabeth Street  
Port Chester, New York 10573**

**Received**  
AUG 25 2015  
Village Clerk  
VILLAGE OF PORT CHESTER

August, 2015

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

**Received**  
AUG 25 2015  
Village Clerk  
VILLAGE OF PORT CHESTER


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We would request that this intersection be looked and consideration given to making the intersection a full 4 way stop, or maintaining a sight clearance by the elimination of several parking spaces. Thank you for your attention to this matter.

 35 ELIZABETH ST \_\_\_\_\_

 23 Elizabeth St \_\_\_\_\_

 19 Elizabeth St \_\_\_\_\_

 22 Elizabeth St \_\_\_\_\_

4



**From:** [Kenny, David](#)  
**To:** [Richards, Janusz R](#); [Cerreto, Tony](#); [Veltri, Maryanne](#)  
**Cc:** [Sileo, Vita](#)  
**Subject:** FW: Board of Trustee's information  
**Date:** Wednesday, August 26, 2015 2:58:26 PM  
**Attachments:** [Cemetery\\_news\\_081720150001.pdf](#)  
[Lyon\\_Chester0001.pdf](#)

---

Dear Janusz, (or Vita).

For your action. Can you please put this as a correspondence to the board. This lady would like to become involved with any efforts the Village is making to restore or keep open the Bush Homestead, as she is a descendant of the Lyon family which Lyon's park is named after.

David

---

**From:** Laureen Taylor [mailto:taylm@att.net]  
**Sent:** Wednesday, August 26, 2015 1:48 PM  
**To:** Kenny, David  
**Cc:** 'Laureen Taylor'  
**Subject:** FW: Board of Trustee's information

Dear Mr. Kenny,

Thank you for speaking with me by phone on August 18<sup>th</sup> and sending the information in follow-up. Please note that I am compiling information regarding the family history and confirming my direct ancestry connection to both the John Lyon park and the Bush-Lyon Homestead through my great-grandfather, Chester Brown Lyon who served in the Spanish-American War and is name is recorded on the monument at the Summerfield Park for Newall-Rising (see attached photos).

I provide this preliminary information for your review to include August 17' 2015 Greenwich Time newspaper article which references my involvement with the Ancient (Lyon) Family cemetery on Byram Shore Road, Byram where my ancestors interred to include Thomas Lyon, Founder, Town of Byram.

Once I complete my research and organize the material, I will prepare and submit a letter to the Mayor's office as per the instructions provided below.

As part of my research it would be most helpful if you could please identify a resource that may be aware of records (perhaps maintained at the Bush – Lyon Homestead) pertaining to the Ancient (Lyon) Family cemetery on Byram Shore Road.

Thank you.

Sincerely,

Lauren M. Taylor (Dee is long time nickname – referenced in below email I share which I submitted today to a Lyon family member)

Great Granddaughter to Chester Brown Lyon, Spanish American War Veteran and 'Transportation Pioneer'

Descendant, Thomas Lyon, Founder, Town of Byram

Phone: 774-262-9356

---

**From:** Lauren Taylor [<mailto:taylm@att.net>]  
**Sent:** Wednesday, August 26, 2015 11:34 AM  
**To:** 'Keith Lyon'  
**Subject:** FW: Board of Trustee's information

Hi Keith,

I have scanned information into the attachments. Please review and let me know if you have any suggestions as I'm trying to confirm the direct link between my ancestry through Benjamin Woolsey Lyon and John Lyon who donated the property to the Village of Port Chester.

Please confirm.

Thank you

Dee

---

**From:** Kenny, David [<mailto:DKenny@portchesterny.com>]  
**Sent:** Tuesday, August 18, 2015 12:54 PM  
**To:** [taylm@att.net](mailto:taylm@att.net)  
**Subject:** Board of Trustee's information

Dear Ms. Taylor,

Here is a link to the names of the member of the Board of Trustee's.

[http://www.portchesterny.com/Pages/PortChesterNY\\_BTrust/index](http://www.portchesterny.com/Pages/PortChesterNY_BTrust/index)

(You may also in your letter address it to Members of the Board of Trustees, rather than name each member individually)

The Village's address is 222 Grace Church Street, Port Chester NY 10573  
Send it to the above address but put "Mayor's Office" above the address.

In your letter just explain your connection to the Bush Homestead, as well as what you would like to see done and how you would like to be involved.

David Kenny

LOCAL

### Fall 2015 bus schedules for Greenwich Public Schools

Page A5



NEWS

### Death penalty ruling reshapes state's political landscape

Page A7

# GREENWICH

WWW.GREENWICHTIME.COM | Monday, August 17, 2015 | SINCE 1877 | \$1.00

WHO'LL TEND ABANDONED BURIAL SITE?

## LOOKING FOR ANSWERS



Bob Luckey Jr. / Hearst Connecticut Media

PHOTO BY BOB LUCKEY JR. FOR GREENWICH TIME. BURIAL SITE OFF DUNN STREET ROAD IN GREENWICH.

The Old Byram Burying Ground off Byram Shore Road in Greenwich.

## Old cemetery's ownership sparks town committee

By Robert Marchant

An old cemetery on Byram Shore Road has endured through the centuries, but now could use some help.

The formerly private cemetery at 29 Byram Shore Road has no clear ownership. A local neighbor who took it upon himself to maintain the cemetery with his own labor, Chris Antonik, died in February, making the old burial ground vulnerable to decay.

"They need to take proper care of the cemetery. My main concern is the Town of Greenwich hasn't shown interest," said Greenwich native Laureen Taylor, following a visit last month to the Old Burying

*See Cemetery on A6*



The worn grave marker for Revolutionary War soldier Daniel Sherwood, who died at age 70 in 1826, can be seen in the Old Byram Burying Ground off Byram Shore Road in Greenwich.

## FROM THE FRONT PAGE

## CEMETERY

From page A1

Ground at Byram Shore, a graveyard where her ancestors are buried.

The cemetery overlooking Long Island Sound has mostly intact headstones, but a few are damaged. While the graveyard is not overgrown with weeds, it has some landscaping issues with old trees and downed branches.

Taylor is worried that inattention from town leaders and neglect will lead to more damage and disrepair to the cemetery where members of the Lyon family, one of the town's oldest families, are buried.

The cemetery also holds the graves of men who fought in the Revolutionary War and the town's earliest black residents.

The town administration, meanwhile, is exploring what options it has to ensure proper maintenance for the burial ground.

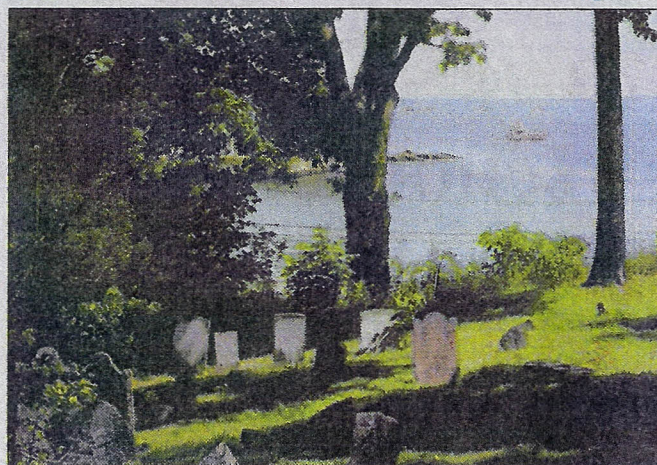
The Director of the town's Conservation Commission, Denise Savageau, said her department was looking for answers to the cemetery question — in Byram and elsewhere.

"It's an abandoned cemetery, it's not clear who's responsible to take care of it," Savageau said.

A volunteer committee of preservationists and local residents was formed in July, and a meeting is likely to be held in the next few weeks to map its course of action.

"The conservation commission is looking into how best to have this resolved," she said. "We'll be looking into how to make sure the integrity of the cemetery is preserved."

Taylor, who grew up in Byram and now lives in northern Virginia, said there seemed to her to be a lack of coordination. She said she was struggling for answers.



Bob Luckey Jr. / Hearst Connecticut Media

Located off Byram Shore Road in Greenwich, the historic Old Byram Burying Ground has a view of Long Island Sound.

"It doesn't seem like they're all on the same page," she said. As a former Army nurse herself, she noted, "those veteran gravestones aren't even on a proper list."

A recent report from a consulting group, Historical Perspectives Inc. of Westport, at a cost of roughly \$5,000, is providing the cemetery committee with research and recommendations. The committee will identify where grants — from the state of Connecticut or nonprofit sources — could provide funding for restoration and maintenance. The conservation director said the aim was to create a "public-private" partnership.

Savageau said the cemetery committee will focus on the Old Burying Ground at Byram Shore, but it would also have a wider scope. There are other private cemeteries in town that could face the same issues, and the town administration wants a template or blueprint for handling other abandoned cemeteries if and when the need arises. Savageau said it was important to get the process right.

"We understand it's a very sensitive issue, and we want to make sure we're

doing this correctly," Savageau said.

Anne Young of Greenwich Historic Trust, who is a member of the newly formed cemetery committee, said the Byram graveyard and others like it around town have relied on community good will to survive intact into the modern era.

"It has been most fortunate in having neighbors who buttress these abandoned sites, who routinely perform a variety of maintenance duties from mowing grass, weeding and removing trash. True caretakers," she said.

Savageau said the process was moving forward. Some delays because of vacations during the summer months were almost impossible to avoid when a committee of local residents was being assembled.

Jo Conboy, the chairwoman of the Greenwich Preservation Trust, said the problem of old private cemeteries falling into disrepair was not an easy one to solve, but she was hoping for a happy ending in Byram.

"We're trying to get it into shape, we'd like to see the town acquire it," Conboy said. "Our cemeteries are our history, and we don't want to lose it."

### Rail and Bus Service

Also in 1897, the trolley line was extended from Larchmont to Stamford. A spur to Rye Beach was installed later. The trolleys operated until 1927 when they were replaced by busses of the County Transportation Company.

The New York, Westchester & Boston Railway came to Port Chester on Dec. 7, 1929. Parallel to the New Haven tracks, the line carried riders between Port Chester and the Bronx until it went bankrupt in 1937.

In 1918 the Port Chester-White Plains Bus Line was organized by a group of taxicab operators in-

cluding Joseph L. Carlucci, later to become Mayor. Up to that time a trip to White Plains by trolley took at least an hour, provided the rider was lucky enough to make a fast connection in Mamaroneck. The bus service cut the trip to 15 minutes. The line still operates. County Transportation gave way to the West Fordham Bus Company in 1958.

In 1898 another pioneer business was established—the Neilsen Ice Cream Company. It began on North Main Street, moved later to a modern plant on Pearl Street, and in the past two decades has branched out into the retail ice cream parlor and restaurant business in Westchester and Connecticut.

Chester B. Lyon  
Trolley Conductor +  
Spanish American  
War Vet -  
name is missing  
from the  
History Books



Trolley Car on N. Main St.

### The War Years

When the battleship Maine was blown up in Havana Harbor, one of the victims was a Port Chester man, Newell Rising. A few days later Charles Lawrence Post of the GAR sponsored a rally in Fehrs Opera House and 28 men volunteered. They were sent off with a parade led by the A. H. Gale Fife and Drum Corps. Homer B. Smith, a former Village Treasurer, won a medal for heroic service in the Battle of Santiago and Jacob Cohen of Traverse Avenue was cited for 102 days of continuous front line service in the Philippines. Newell Rising Camp, Spanish-American War Veterans, was organized after the war.

Port Chester sent 1,019 men into the armed for-

ces during World War I. Twenty-five gave their lives. Many of the survivors helped organize local posts of the American Legion and Veterans of Foreign Wars.

Nearly 4,000 area men served in World War II and 103 names were added to the gold stars honor roll.

In recent years scores of Port Chester residents served in Korea and in Viet Nam and the casualty lists continue to mount.

The first of a series of war memorials was dedicated in 1900 by Charles Lawrence Post of the G.A.R. and village officials. The Civil War monument was placed in a triangular hilly park at Post Road and Pearl Street.



SUMMERFIELD PARK

PORT CHESTER PARKS & RECREATION

5



Robin Smith  
370 Westchester Ave, Apt 5N  
Port Chester, New York 10573

August 25, 2015

Mayor Dennis Pilla & Board of Trustees  
Village of Port Chester  
222 Grace Church Street  
Port Chester, New York 10573

Dear Mayor Pilla & Board of Trustees:

I am writing to express my interest in a position on the Ethics Board. I was excited to learn about the opportunity because it meets my interests, skills, and experience. I am enclosing for your consideration a copy of my resume and biography. I believe I possess the moral ethics and conduct you are seeking.

I am currently the Chief Marketing Assistant at McLaren Engineering Group, where I coordinate proposals, update systems and processes, and develop McLaren's brand and web presence. At the same time, I am the Vice President of Public Relations of Sound Shore Toastmasters in Port Chester, a non-profit organization dedicated to helping individuals develop their communication and leadership skills. During my past employment as a Marketing Coordinator with Malcolm Pirnie, I worked on over 150 proposals with an estimated total value of \$1 billion. During that time, I applied my knowledge of regulations and standards to determine proposal compliance.

Enclosed is my resume, which summarizes my experience and education. I would greatly appreciate the opportunity to discuss how I may contribute to the Village of Port Chester and the Board of Ethics. Thank you for your time and consideration.

Sincerely,

Robin Smith  
(914) 213-8293  
Robin.Smith.5@gmail.com

6

Thursday, Sept 4<sup>th</sup>, 2015

The purpose of this letter is to initiate:

*The research and undertaking of a feasibility study for new and upgraded sports and recreation facilities in Abendroth Park, for the purpose of enhancing recreation choices for Village residents.*

Dear Mayor Pilla and the Board of Trustees:

The Recreation Commission presents this proposal for the purpose of enhancing the recreation facility available for Village residents, known as Abendroth Park. This proposal is of significant importance to enhancing the availability of local amenities to existing residents as well as those who purchase the new properties. As planned, the development of the United Hospital site will increase the local population significantly, possibly by 1,000 people.

The following letter presents our proposal of redeveloping part of Abendroth Park in joint consideration with the United Hospital redevelopment proposal. The plan is focused on the upgrading of current amenities and to expand into other unused areas in order to provide a modern amateur sports and recreation facility for Village residents.

Currently Abendroth Park is broken up across a number of different activities. This proposal is only based on the redevelopment of the lower part of the Park, to the east, see figure A below.

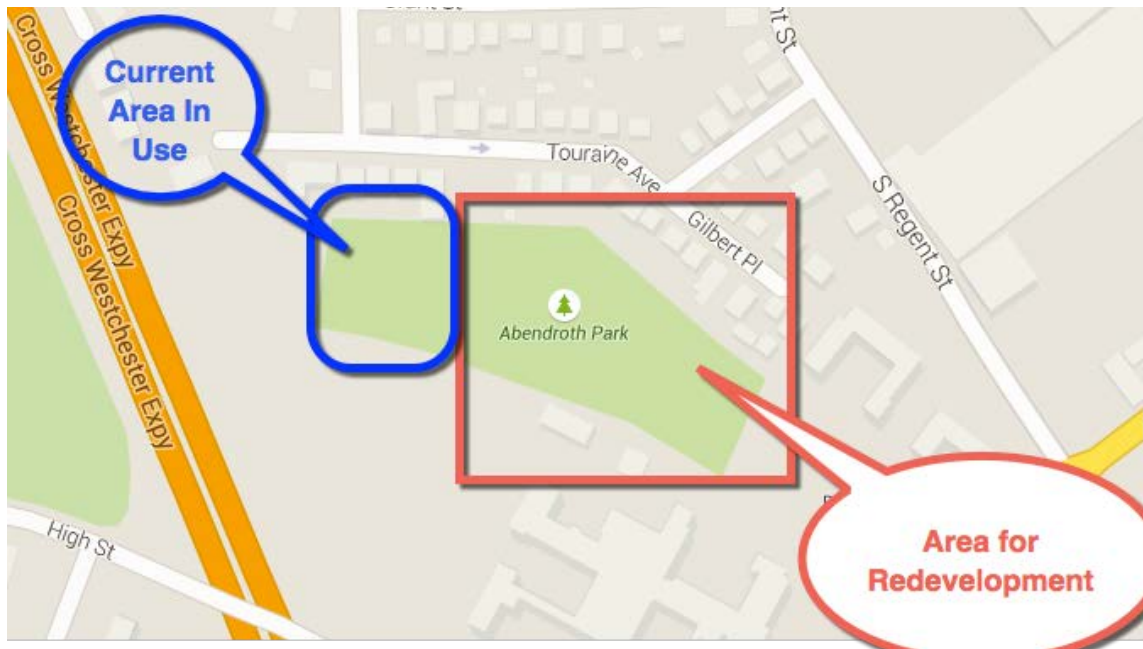


Figure A. Proposed area for Upgrading of Sports Amenities

Currently this part of Abendroth Park is primarily used for soccer games, see Figure B below, as there is a designated soccer field, Area 1, utilized for both training and games during the week and weekends by Port Chester Soccer Club. However the current condition of the field is badly need of repair and would be deemed unplayable by many sporting organizations. The field is sloped with numerous uneven patches that could injure players and the grass is sparse in many different locations. Currently no other sports are actively scheduled on this part of the Park even though there is evidence of an old baseball field, Area 2. There are no facilities for the public aside from one portable toilet placed on site at the entrance from Touraine Ave.

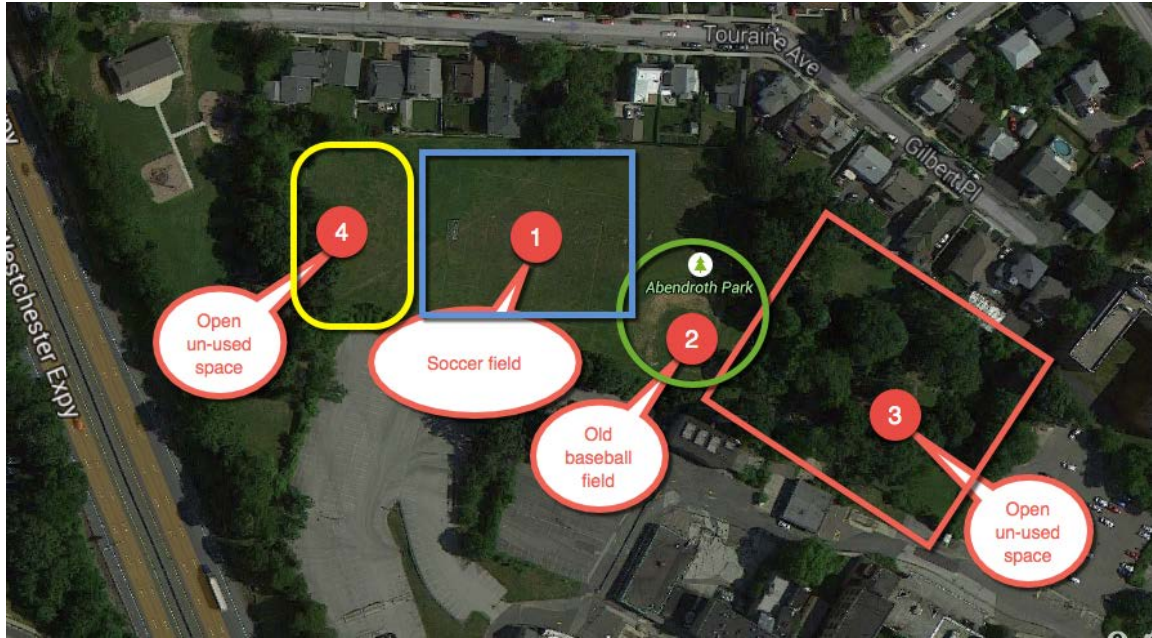


Figure B. Specific areas for Upgrading of Sports Amenities

As evident from Fig.B, there are also two other marked areas that are not in use but have great potential for recreation development, Area 3 and Area 4. The Recreation Commission has provisionally looked into possible amenities that could be added but has not made any firm decisions as more work is required in planning out this open space. Architectural drawings would need to be prepared to better understand the areas involved, the dimensions for each sports facility, layout considerations to maximize the flow of use between players and spectators, and facilities such as restrooms or water fountains. The current new sports facility considerations could include:

- Basketball court
- Volley ball court
- Walking trail around perimeter
- Playground
- Water Spray area

The Commission would also propose the installation of bleachers and the building of a restroom facility.

While a number of sports and recreation facilities exist in Port Chester, many residents agree that they are in need of serious repair and upgrading. This area of Port Chester is particularly lacking outdoor facilities that enable

local residents a dedicated area of high quality recreation in a single location.

Undertaking this environmental and feasibility study for Abendroth Park is very opportune given the current planning discussion on the development of the United Hospital site, which is an adjoining property to Abendroth Park. The redevelopment of Abendroth Park should be seen as a significant contribution to the overall development of this area aligned with United Hospital. It especially could play a very important part in successfully marketing the completed residential development of the United Hospital site as Abendroth Park will form the backdrop view for many of these residential units.

We ask the Mayor and Board of Trustees to endorse the outline of this letter in both initiating the feasibility study and approaching Starwood Global Development with an outline of this project work. We envisage that the cost of this work would be covered as part of the overall United Hospital development. We request the Board of Trustees involve representatives from the Recreation Commission in these discussions during the continued planning negotiations.

The Recreation Commissioners believe this is an excellent opportunity to upgrade the facilities at Abendroth Park. We are committed to working with all parties to make sure this happens for the benefit of every child, and their families, living in the Village of Port Chester.

Regards,

Port Chester Recreation Commission.