

**VILLAGE OF PORT CHESTER  
BOARD OF TRUSTEES  
Meeting, Monday, October 19, 2015**

**Regular Meeting: 7:00 P.M.  
VILLAGE JUSTICE COURTROOM  
350 North Main Street  
Port Chester, New York  
AGENDA**

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

| <b>PROPOSED EXECUTIVE SESSION</b> |  |  |
|-----------------------------------|--|--|
| 1                                 | Regarding the appointment of particular persons to the position of Village Clerk |  |
| 2                                 | Regarding particular persons within the Building Department                      |  |

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

| <b>AFFIDAVIT OF PUBLICATION AND NOTICE OF PUBLICATION RE:</b> |   | <b>ACTION</b> |
|---|---|---------------|
| 1   | Regarding a local law amending the code of the Village of Port Chester by adding a new chapter, chapter 302, Towing and Booting |               |
| <b>PUBLIC COMMENTS</b>  |   | <b>ACTION</b> |
|   |   |               |
| <b>PRESENTATION</b>   |   | <b>ACTION</b> |
| 1   | Waterfront Access (Trustee Brakewood)   |               |
| 2   | "Retail D" amended petition presentation by G&S   |               |
| <b>RESOLUTIONS</b>  |   | <b>ACTION</b> |
| 1   | Authorizing and supporting application for JCAP grant   |               |
| 2   | Authorize the renewal application for the Nutrition Program for the Elderly, Department of Health permit                        |               |
| 3   | Authorizing the village manager to enter into an agreement with election counsel  |               |
| 4   | Authorizing agreements for After-School Reading and Art Program Staff   |               |
| <b>REPORT OF THE VILLAGE MANAGER</b>                          |   | <b>ACTION</b> |
|   |   |               |
| <b>DISCUSSIONS</b>  |   | <b>ACTION</b> |
| 1   | Commercial assessments  |               |
| 2   | Tax cap rebates   |               |
| 3   | Building permit amnesty program   |               |
| <b>CORRESPONDENCE</b>   |   | <b>ACTION</b> |
| 1   | From Bishop Robert E. Girtman thanking the Village for their  |               |

|   |   |               |
|---|---|---------------|
|   | support of the Health/Wellness event  |               |
| 2 | From the American Legion Post 93 requesting an appropriation of \$1,000.00 for the 2015 Veterans Day ceremonies             |               |
| 3 | From Fire Patrol & Rescue Co. #1 on the resignation of Ryan Powers  |               |
| 4 | From Putnam Engine & Hose Co. No. 2 on the election to active membership of Christian Coyt                                  |               |
| 5 | From Mellor Engine & Hose Co. No. 3, Inc. on the election to active membership of Sergio Orea                               |               |
| 6 | From Denise P. Ward regarding Starwood/United Hospital Project  |               |
| 7 | From the NYS Department of Public Service regarding Reforming the Energy Vision (REV)                                       |               |
| 8 | From the Traffic Commission regarding Armett Street parking changes for traffic safety                                      |               |
|   | <b>PUBLIC COMMENTS AND BOARD COMMENTS</b>   | <b>ACTION</b> |
|   |   |               |
|   | <b>MOTION FOR EXECUTIVE SESSION</b>   | <b>ACTION</b> |
| 1 | Consultation with the Village Attorney regarding correspondence items between the Village Manager, Village Attorney and BOT |               |

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

**MOTION FOR  
EXECUTIVE  
SESSION**

# **PUBLIC HEARING**

1

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 ten (10) 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.

# PUBLIC COMMENTS

# PRESENTATIONS

# RESOLUTIONS

1



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Justice Court

**BOT Meeting Date:** 10/19/2015

**Item Type:** Resolution

**Sponsor's Name:** Regina Hill, Court Clerk

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

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

JCAP Grant Application

**Summary**

**Background: JCAP Grant Application for \$13,303.09**

**To include:**

- Security Camera equipment and installation
- Bullet proof transaction windows and installation
- Fax/printer equipment
- Safe deposit dropbox
- 65" flatscreen TV for court room

**Proposed Action**

That the Board of Trustees adopt the Resolution

**Attachments**

Resolution, JCAP application

APPLICATION FOR GRANT FUNDING UNDER THE JUSTICE COURT ASSISTANCE  
PROGRAM FOR 2015

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

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

WHEREAS, pursuant to Section 849-h of the State Judiciary Law, the Justice Court Assistance Program (JCAP), provides grant opportunities for municipalities to assist in the operation of local justice courts; and

WHEREAS, after assessing the Court's needs, the Court Clerk has prepared a grant application seeking \$13,303.09 in funding for enhanced security and office equipment; and

WHEREAS, in accordance with the JCAP grant guidelines, the local legislative body must adopt a resolution authorizing and supporting the municipal grant application. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby supports and authorizes the submission of an application for a Justice Court Assistance Program grant for 2015 to facilitate necessary improvements to the Port Chester Justice Court; and be it further

RESOLVED, pursuant to the terms and conditions of the application process, the Mayor is hereby authorized to sign the grant application in the form annexed and submit same to the New York Office of Court Administration.

Approved as to Form:

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



COURT NAME: Port Chester Village Court, Westchester County ID: 3372

**D. SIGNATURE PAGE & SUPPORTING DOCUMENTATION**

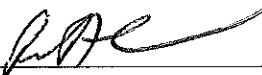
To complete the process mail, fax or scan/email this page with the following required documents:

ANNUAL BUDGET: Court's itemized budget for the most recent municipal fiscal year.

AUTHORIZATION: Certified copy of the Local Resolution(s) of the Town or Village Board(s) authorizing this application. The Resolution may simply authorize the applicant to "request up to the maximum amount available."

SUPPORTING DOCUMENTS: Estimates, Photographs, Floor Plans, etc.

JUSTICE SIGNATURE: Original signature(s) required from at least one justice (not an Acting Justice).

Name: Hon. Peter F. Sisa Signature:  Date: 10-8-15

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CERTIFICATION: Original signature required by Town Supervisor or Village Mayor.

The following signature provides certification that: (1) any funds (and any goods or services) awarded pursuant to this application shall be used only in accordance with the provisions of Chapter 280 of the Laws of 1999 and with all rules and regulations governing the Justice Court Assistance Program; (2) any goods and/or services purchased with any Justice Court Assistance Program funds shall be obtained in accordance with acceptable procurement practices established by the governing municipality including, but not limited to, competitive bidding and procurement policies and procedures; (3) no funds awarded pursuant to this application shall be used to compensate justices or non-judicial staff or to reduce or otherwise supplant funding provided by a town or village to its justice court.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_  
 Town Supervisor  Village Mayor (please print)

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

**REMEMBER: YOUR JCAP APPLICATION IS SUBMITTED ONLINE ONLY.  
YOU MUST MAIL, FAX OR SCAN/EMAIL SIGNATURE PAGE & DOCUMENTS REQUIRED ABOVE.**

# Dream Theatre Audio

36 Rockland Ave  
Port Chester, NY 10573

## Estimate

|           |            |
|-----------|------------|
| Date      | Estimate # |
| 9/22/2015 | 611        |

Port Chester Court  
Attn: Regina  
350 North Main Street  
Port Chester, NY 10573

**Terms:**  
Material cost and 50% of labor due before job commencement. Final payment must be made upon completion of the job. If final payment is not available at that time, the job will be postponed until a time when funds will be available.

| Description  | Qty | Cost     | Total     |
|--|-----|----------|-----------|
| <b>**** SECURITY CAMERA INSTALLATION INSIDE COURT OFFICES ****</b> |     |          |           |
| SCOPE OF WORK: ( NVR LOCATION 2ND FL CRIMINAL COURT OFFICE )       |     |          |           |
| - PREWIRE PARKING TICKET OFFICE WITH CAT6 FOR IP CAMERA            |     |          |           |
| - PREWIRE TRAFFIC TICKET OFFICE WITH CAT6 FOR IP CAMERA            |     |          |           |
| - PREWIRE 2ND FL CRIMINAL COURT OFFICE WITH CAT6 FOR IP CAMERA     |     |          |           |
| - PREWIRE NVR LOCATION WITH CAT6 6 FOR REMOTE VIEW                 |     |          |           |
| - TERMINATE, CERTIFY, AND TEST CONNECTION                          |     |          |           |
| - INSTALL NVR/DVR LOCKBOX AT GIVEN LOCATION                        |     |          |           |
| - INSTALL BATTERY BACKUP SURGE PROTECTOR                           |     |          |           |
| - INSTALL AND CONFIGURE NVR  |     |          |           |
| - INSTALL 20" LCD MONITOR WITH HDMI                                |     |          |           |
| - SETUP, CONFIGURE AND TEST  |     |          |           |
| - PROVIDE REGINA WITH VERBAL INSTRUCTION                           |     |          |           |
| MATERIAL:  |     |          |           |
| CAT6 Wire and Install  |     | 650.00   | 650.00T   |
| Ic Realtime NVR-708NS ( 10 TB ) 10 YR WARRANTY                     | 1   | 2,398.00 | 2,398.00T |
| 8CH Embedded ITB with Case 8 Port POE Built in                     |     |          |           |
| IcRealtime ICIP-D1300IR  | 3   | 398.00   | 1,194.00T |
| INDOOR/OUTDOOR MEGAPIXEL IP 50' IR DOME, 1.3 MEGAPIXEL             |     |          |           |
| 20" LCD Monitor  | 1   | 150.00   | 150.00T   |
| Minute Man EN600   | 1   | 83.99    | 83.99T    |
| LABOR AND MATERIAL   |     | 800.00   | 800.00    |

Please remit to above address.

**Subtotal** \$5,275.99

**Sales Tax (0.0%)** \$0.00

**Total** \$5,275.99

drmtheatre@gmail.com

email:drmtheatre@gmail.com

Phone #

914-552-1037

Signature \_\_\_\_\_

**Dwayne's Glass Works, LLC**  
**8 Bridge Street**  
**Suite A**  
**Florida, NY 10921**  
**(845) 651-1800 / Fax (845) 651-1808**  
**Fed. ID# 202806876**

|           |               |           |          |
|-----------|---------------|-----------|----------|
| Inv. #    | Q L GW0008162 | Date      | 9/1/2015 |
| Cust. #   | 914 9398220   | Price Cat | 1RTL     |
| P.O. #    |               | Sold By   | DWAYNE   |
| Fed Tax # |               | Inst'l By |          |

Port Chester Justice Court  
 350 North Main st.  
 Port Chester, NY 10573

(914) 939-8220 Fax: (914) 939-3479 xfax

| Qty  | Part   | Thickness | Description   | List    | Price   | Total   |
|--|--------|-----------|---|---------|---------|---------|
| 1  | BULLET | 1         | 29 X 34-1/2 Bullet Resistant Acrylite transaction window, Level 3 fully assembled with stainless steel recessed deal tray, 10" dish speaker port cover, Plastic laminated counter top | 3000.00 | 3000.00 | 3000.00 |
| 1  | LABOR  |           | Final measure, remove old window, replace with all above parts, caulk as needed   | 1050.00 | 1050.00 | 1050.00 |
| Thank You For Choosing DWAYNE'S GLASS WORKS "To Serve & Reflect" |        |           |   |         |         |         |

**SPECIAL INSTRUCTIONS**

All material sold on this invoice is guaranteed to be as specified, and is not safety glazed material unless so marked. It is sold with the understanding that this material will not be glazed in a "hazardous location" as defined by the Consumer Product Safety Commission. All merchandise returned for credit, refund or exchange must be in resalable condition, authorized for return, accompanied by this receipt and may be subject to a restocking fee. No returns will be authorized for special orders, cut flat glass, incorrect measurements by customer. Dwayne's Glass Works assumes no responsibility for glass breakage, improper useage, failure of products on account of building construction or design, faulty installation not installed by Dwayne's Glass Works. Quotes are good for 30 days. Dwayne's Glass Works reserves the right to void any quotation for price or terms in the event that the customer to whom such quotation is made changes the order with respect to any factor reflected in price or other terms originally ordered or quoted. Terms of payment are 30 days from invoice date. A service charge of 1.500% per month (18.000% annum) will be added to past due accounts.

|                |                |
|----------------|----------------|
| Labor          | 1050.00        |
| Subtotal       | 4050.00        |
| Tax            | 0.00           |
| <b>Total</b>   | <b>4050.00</b> |
| <b>Balance</b> | <b>4050.00</b> |

RECEIVED BY:

The glass listed has been replaced / repaired with like kind and quality to my entire satisfaction, and I authorize my Insurance Company to pay the "Above named Repair / Glass Company" directly for the glass and installation charges, or repairs



[Return to the previous page](#)

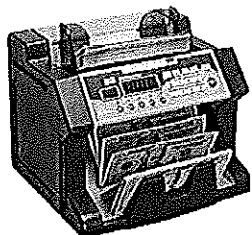
[Download PDF Version](#)

[Print this page](#)

Royal Sovereign Digital Bill Counter, 1,200 Bills per Minute, 300 Bill Capacity

Staples Item # 819032 | MFR Item #RBC3100 | Customer Item #819032

Brand Name/Manufacturer: Royal Sovereign



\$280.00 EA/1

**PRODUCT DETAILS**

**Description**

Royal Sovereign Digital bill counter features easy-to-use buttons making it easier to select automatic or manual start. Counter features a front load hopper that holds 300 bills at once and a retractable handle for easy portability.

- Auto on/off electronic bill counters
- Portable with built-in handle
- LED display
- Detect fake bills using Ultraviolet (UV), Magnetic (MG) and Infrared (IR) counterfeit detection technology
- Counts 1200 bills per minute
- 300 bill hopper
- Batching Option
- 4-digit display

Would you like to give feedback on product content, images, or tell us about a lower price?

**Specifications**

**Brand Name** Royal Sovereign

**CUSTOMER REVIEWS**



[Return to the previous page](#)

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Brother IntelliFAX® 4100e Laser Fax Machine

Staples Item # 649692 | MFR Item #FAX4100E | Customer Item #649692

Brand Name/Manufacturer: Brother

\$363.12 EA/1



**PRODUCT DETAILS**

**Description**

- 33.6K tps Super G3 Fax Modem
- 250 Sheet Paper Capacity, plus 2nd tray option\*\*
- 30 Page Capacity Auto Document Feeder
- 8MB Memory (up to 500 pgs\*) with Dual Access
- High-yield Toner and Drum deliver lower costs per page
- Up to 132 Station Auto Dialing, 182 Locations Broadcasting
- Parallel and USB Interfaces for future printing (up to 15ppm)
- 4-Day Memory Backup
- Multi-copying up to 15cpm, plus Sort
- Caller ID & Distinctive Ring Detection ready\*
- 12.7"H x 17.4"W x 17.1"D, 23.3 lb
- 1 year mfr. limited warranty
- USB cable sold separately

Would you like to give feedback on product content, images, or tell us about a lower price?

**Specifications**

|                             |  |
|-----------------------------|--|
| <b>Brand Name</b>           | Brother                                    |
| <b>Technology</b>           | Laser                                      |
| <b>Fax Speed</b>            | Up to 36.6Ktps, 3 seconds or more per page |
| <b>Auto-Document Feeder</b> | 30 Sheets                                  |
| <b>Paper Tray Capacity</b>  | 250 Sheets                                 |
| <b>Page Memory</b>          | 500 Pages                                  |
| <b>Answering Machine</b>    | Yes  |
| <b>Broadcast Locations</b>  | 182  |
| <b>Caller ID</b>            | Yes  |
| <b>Connectivity</b>         | USB, Parallel                              |

**CUSTOMER REVIEWS**

REVIEW SNAPSHOT® by PowerReviews



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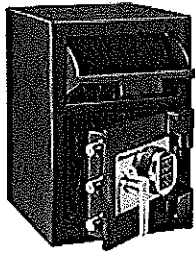
[Print this page](#)

SentrySafe Depository Safe, .94 Cu. Ft., 95 lb., Black,Interior Dimensions:10 1/2"H x 13 7/10"W x 11 3/10"D,Exterior Dimensions:20"H x 14"W x 15 3/5"D

Staples Item # 822243 | MFR Item #DH074E | Customer Item #822243

Brand Name/Manufacturer: Sentry

\$427.49 EAV1



**PRODUCT DETAILS**

**Description**

This Water and Fire-Resistant safe offers reliable protection for small business and home office needs. The safe features advanced fire protection for up to 2 hours and water-resistance to protect important valuables and documents. It also comes with an electronic lock, 7 live-locking bolts and bolt-down hardware to help make sure items stored are secure. In addition, the safe's locking drawer provides added privacy for sensitive contents and the file rack helps keep important documents organized during storage.

*Delivery details:* Safes ship direct from the manufacturer.

**Curbside Service:**

Delivery will be made to the first-floor loading dock, outside.

- Programmable electronic lock with time delay, Retocking device
- .94 cu. ft. Depository Safe
- Solid steel construction
- Color: Black, Durable powder coat finish
- Anti-pry door, Anti-fish hopper
- Heavy duty vault ball bearing hinge
- Hardened steel anti-drill lock plate
- Bolt-down kit included, pre-drilled anchor holes
- Stainless steel decorative front door plate
- Satin texture lever handle

Would you like to give feedback on product content, images, or tell us about a lower price?

**Specifications**

**Brand Name** Sentry

**CUSTOMER REVIEWS**



Search by Keyword or Item

ENDS IN 13:41:43

\$374.99

Hello, Log In My Account



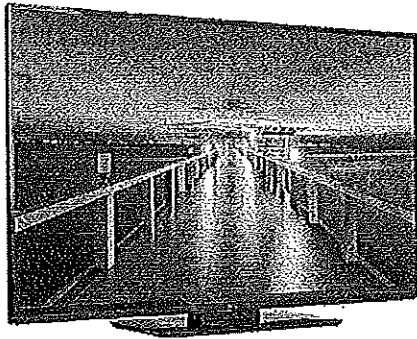
Photography Computers Pro Video Lighting Pro Audio Mobile TVs & Entertainment Camcorders Surveillance Optics AV Presentation Used

Home / AV Presentation / Commercial Monitors & Displays / Commercial Monitors / NEC E655

# NEC E655 65" Full HD Commercial LED Monitor

B&H # NEE655 • MFR # E655

## NEC



Show More

### SPECIAL ORDER

Ship Time: 7-14 business days

Online Only

Free Standard Shipping

Not eligible for free Expedited Shipping

### PRODUCT HIGHLIGHTS

- Full HD (1920 x 1080) Native Resolution
- 350 cd/m<sup>2</sup> Typical Brightness Rating
- 4000:1 Contrast Ratio
- Integrated 24-Hour Scheduler

Show more

0 Reviews

Write a review Q&A

Size: 65"

- 32"
- 42"
- 50"
- 58"
- 65"

You Pay: \$2,199.00

1 QTY

Add to Cart

Add to Wish List

Questions? Ask our experts:

800.894.9703 Live Chat

Like 0 Tweet 0 G+ 0

Email Print

- OVERVIEW
- SPECS
- IN THE BOX
- REVIEWS
- ACCESSORIES
- Q&A

Display your businesses content on a large display in 1080p with the E655 Full HD Commercial LED Monitor. This business-ready monitor features a large 65" LED display with a 1920 x 1080 native resolution for viewing detailed Full HD images without pixel loss. This monitor's 350 cd/m<sup>2</sup> brightness rating and 4000:1 contrast ratio showcases its ability to handle light and dark on-screen images.

As a digital-signage-capable display, this commercial monitor is suitable for use in environments such as lobbies, schools, and corporate settings. This display is equipped with VGA, component video, USB, and three HDMI ports for connecting a variety of video sources. This monitor's dual built-in 10W down-firing speakers allow you to enjoy stereo audio playback, while its digital optical

### Recommended Accessories

Stands & Mounts See More

Mount your monitor on wall or Ceiling with the appropriate Bracket.

SANUS - Premium Series VLL5-B1 Fixed Position Low Profile Mount for 51 to 80" Flat-Panel TVs (Black)



# Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Phone: 800-947-8003  
212-239-7503

Fax: 800-858-5517  
212-239-7759

Email: emailblds@bhphoto.com  
Corporate: corporatesales@bhphoto.com

Federal Government: gsa@bhphoto.com  
State and Local: blddept@bhphoto.com

The Professional's Source

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Federal ID#: 13-2768071

Prices Are Valid Until:

10/21/15

Bid No.: 566096140

Sold To:

Village Of Port Chester  
222 Grace Church St  
Ste 220  
Attn: Finance Dept  
PORT CHESTER, NY 10573

Ship To:

Village Of Port Chester  
222 Grace Church St  
Village Court Room  
Attn: Tom Lorenzo  
PORT CHESTER, NY 10573

Bill Phone: (914)939-5205 Ext.:AP  
Fax Phone: (914)937-3169

(914)939-5205

| Date   | Customer Code   | Terms                         | Salesperson     | Ship Via        |
|--|---|-------------------------------|-----------------|-----------------|
| 10/07/15   | 40046339  | N/A                           | ICG             | MULTIPLE        |
| Qty Ord  | Item Description  | SKU#<br>MFR#                  | Item Price      | Amount          |
| 1  | NEC 65"1920x1080 LED PUBLIC DISPLAY MNTR/REG<br><i>This Is A Special Order Item, And Is Not Returnable.</i> | NEE655<br>(E655)              | 2,199.00        | 2,199.00        |
| 1  | SANUS-SYSTEMS PREMIUM FIXED POS MOUNT:51"-80" TVs/REG   | SAVLL5B1<br>(VLL5B1)          | 67.00           | 67.00           |
| 1  | COMPREHENSIVE-C PLENUM VGA 15/P MALE to MALE CBL/REG  | COCVGAMM50P<br>(VGA15PP50HRP) | 99.00           | 99.00           |
| PLEASE NOTE: -----<br>Certain items may be enforced by vendor to sell at the vendor-imposed price posted at the time of order. |   |                               |                 |                 |
| <b>Payment Type -</b><br>NO PAYMENT TYPE SELECTED  |   |                               | <b>- Amount</b> |                 |
|  |   |                               | Sub-Total:      | 2,365.00        |
|  |   |                               | Shipping:       | Free STND       |
|  |   |                               | <b>Total:</b>   | <b>2,365.00</b> |

BNPL\_0002





420 9th Ave. at 34th St. in New York City



COCVGA15P

Comprehensive 50' VGA Cable Male to Male

Comprehensive

B&H # COCVGA15P # MFR # VGA15P-P-50HRP



Availability: IN STOCK

You Pay: \$99.00

Email Print

What's in the Box

Comprehensive 50' VGA Cable Male to Male

Limited Lifetime Warranty

UPC: 808447008531

Sales: 800.804.9703 or 212.502.6230 Customer Service: 800.221.5743 or 212.239.7765



420 9th Ave. at 34th St. in New York City



SAVLL5B1

SANUS Premium Series VLL5-B1 Fixed Position Low Profile Mount for 51 to 80" Flat-Panel TVs (Black)



**SANUS**  
H I G H T E C H

88H # SAVLL5B1 • MFR # VLL5-B1

Availability: IN STOCK

Price: \$79.99

Email Print

What's in the Box

SANUS Premium Series VLL5-B1 Fixed Position Low Profile Mount for 51 to 80" Flat-Panel TVs (Black)

- Mounting Hardware
- Limited 10-Year Warranty

UPC: 793795526236

Sales: 800.894.9703 or 212.502.6230 Customer Service: 800.221.5743 or 212.239.7765

## Justice Court Assistance Program Grant Application

Page 1 of 5

## Port Chester Village Court, Westchester County

**Welcome****A. APPLICATION INFORMATION - TO BE COMPLETED ONLINE**

Court Name, Contact Information &amp; Grant Items Requested

**B. CASELOAD - TO BE COMPLETED ONLINE**

New Case Filings for 3 Years

**C. GRANT ITEMS - TO BE COMPLETED ONLINE** (Please note that certain items are not allowed and should not be applied for, such as salaries, telephone bills, Internet access or annual renewal fees for software.)

Please choose the item needed, enter the quantity of that item, the cost and the "priority level". The priority level is either "1 High priority" - needed immediately; "2 Medium Priority" - needed in the near future; and "3 Low Priority" - want or wish. You may have more than one item with the same priority, however, if we are unable to give you all items, we will prioritize the items awarded. (We take your 'priority list' into consideration when reviewing applications, however, the Chief Administrative Judge is not bound by your priority assignments when making awards)

**D. SIGNATURE PAGE & SUPPORTING DOCUMENTATION**

Your Application is not complete until we receive the Signature Page, the Court's budget, a Certified Resolution from the Town or Village Board, and any other required documentation (construction estimates, drawings, price estimates, photographs, invoices, vouchers, etc.)

After completing the application online, please print the Signature Page and mail, fax, scan/email it, along with any supporting or required documentation to:

Justice Court Assistance Program  
 NYS Office of Court Administration  
 187 Wolf Rd, Suite 103  
 Albany, NY 12205  
**Fax:** 518-438-3518  
**Email:** jcap@nycourts.gov

**REQUIRED:**

**ANNUAL BUDGET** - Attach a copy of the Court's itemized budget for the most recent municipal fiscal year.

**BOARD RESOLUTION** - Attach a certified copy of the Town or Village Board Resolution authorizing the court's JCAP application.

**JUSTICE(S) SIGNATURES** - At least one Justice of the Court must sign, other than an Acting Justice.

**CERTIFICATION** - Must be signed by the Town Supervisor or Village Mayor

## Justice Court Assistance Program Grant Application

Page 2 of 5

## Port Chester Village Court, Westchester County

**GRANT ELIGIBLE ITEMS:****Computer Case Management Software**

SEI, SEI DMV Module, SEI Multi-User Upgrade, etc.

**Computer Hardware**

Misc. Servers, backup systems, etc.

**Computer Software**

MS Office, etc.

**\*Computer Support**

Records Management, etc.

\*Please note\* OCA's Division of Technology (DOT) provides computer equipment such as desktops, laptops, network and personal printers and fax machines. If you have a question about equipment and whether or not it can be requested through JCAP, please call (DOT) at 800-622-2522, option 7.

**Construction**

Exterior Renovations/Repairs  
Interior Renovations/Repairs  
Audience Seating  
Other construction

**Furniture**

Bookcases  
Chairs  
Desks  
File cabinets  
Lectern  
Storage cabinets  
Tables  
Other furniture

**Office Equipment**

Cash Box  
Cash Register  
Hand Seal  
Label Printer  
Calculator  
Bulletin Board  
Photocopier  
Safe  
Shredder  
Telephone equipment/Installation  
TV/Video

**Other**

Air conditioning  
Battery backup/Emergency lights  
Generator  
Audio/PA Systems  
Other supplies/equipment

**Security**

Walkthrough metal detector  
Bench  
Handheld metal detector  
Duress Alarms  
Jury Box  
Other Alarms (Fire, theft, etc.)  
Reception/Pay window  
Video Surveillance  
Other

**Courtroom Enhancements**

Gavel  
Judicial Robe  
Flags  
Signs  
Wall Seal  
Other

**Please Note:**

The maximum possible grant award is **\$30,000** per court.

Applications are due **October 16, 2015**. While applications can be submitted after that date, it is expected that grant requests will exceed the available funds, and therefore early submission is recommended.

QUESTIONS If you have any questions about JCAP or if you need assistance completing the application, call the Office of Justice Court Support at 1-800-232-0630 or email to [resourcecenter@nycourts.gov](mailto:resourcecenter@nycourts.gov).

## Justice Court Assistance Program Grant Application

Page 3 of 6

## Port Chester Village Court, Westchester County

**To print this  
the Control k  
letter P - clic  
page.**

**INSTRUCTIONS:**

**Online application.** Each court should designate one individual from within the court to complete and submit the application.

**Federal ID Number.** The Town or Village Clerk, Mayor or Supervisor should be able to provide you with this number.

**Joint Application.** If applying jointly, click "yes" and then name the other municipality who is jointly applying with you.

**Contact Person.** Justice or court employee we may contact if we have questions or need additional information or documentation.

**E-mail.** Enter your UCS Outlook email address. (Ex. jtsmith@nycourts.gov)

**Address.** Enter all information. (Do not enter "same" in any box)

**Caseload** List new case filings for the last 3 years.

**Grants** List grant awards for the last 2 fiscal years.

**Items requested (see 'construction' and 'security' below for additional specific instructions)**

You must submit estimates for each item. These may be pages from catalogs showing the item and price. When ordering from private vendors, be sure they quote you the "State Contract Price".

1. Select the level of need priority (1 - immediate need, 2 - need, 3 - want, etc.)
2. Select the "item category"
3. Click on "save category" box
4. Choose "item" (click on the box to see options)
5. Enter "quantity" of item ("1" for items that quantity does not apply (construction, etc) to allow the program to calculate the total)
6. Enter "price" per item
7. Continue same procedure for each item requested
8. "Explain need" for your request (example, "our roof is leaking and we need to replace it", or "our audience chairs do not clip together and are a safety hazard, so we need to order ganging chairs", etc.)

**Construction Projects.** (These projects require extra documentation and explanation)

Explain the need for the construction project. Indicate if you are ready to begin this project and how long it will take the project to be completed.

If the application is denied or the amount granted does not cover the entire amount needed for this project, you must have a source of funding to pay for the project or to make up the difference. For example, the Town or Village should have the entire amount of the project in their annual budget.

Applications seeking a construction project must submit, in the same package as the signature page, the following additional attachments:

- a detailed estimate for materials and/or labor; \*\* Check with your Town /Village Attorney regarding prevailing rates and bidding requirements.
- a sketch with dimensions of the existing floor plan of the building and room(s) along with proposed floor plans of the building and room(s). Indicate on the floor plan the various points of entry and room names or use;
- digital photographs of the exterior of the building (to enable us to understand your current facility), as well as digital photographs of any interior rooms to be affected. Please take photographs from each angle of the room (i.e. from the bench as the Judge views the room, from the back of the courtroom as the public sees the Judge's bench, from each doorway, etc.)

**Security Items.**

Security requests must contain a narrative explaining the court's need for the items. Request for walk through metal detectors will not be approved unless the court has, or will have, security personnel to staff the equipment. (Please note that JCAP funds may not be used for staff salaries)

**Printing Your Application.**

You must print your application PRIOR TO clicking "submit" online. You must print each page individually. Go to the "file" menu at the top left of the page and choose "print"

**Submitting your Application**

You must submit your application online and either mail, fax or scan/email the following:

- signature page (signed by both the Justice(s) and Mayor or Supervisor)
- certified copy of Board resolution

Justice Court Assistance Program Grant Application

Page 3 of 5

ID: 3372

**A. APPLICANT INFORMATION**

|  |               |                              |                     |                     |
|--|---------------|------------------------------|---------------------|---------------------|
| Name of Court: <b>Port Chester Village Court, Westchester</b>  |               |                              |                     |                     |
| Type of Application: <input checked="" type="radio"/> Individual <input type="radio"/> Joint:              |               |                              |                     |                     |
| If Joint, please select the name of Joint Applicant: <b>Port Chester Village Court, Westchester County</b> |               |                              |                     |                     |
| Contact Person:  |               |                              |                     |                     |
| Salutation:  | First Name:   | M.I. (If Any)                | Last Name:          | Phone:              |
| <b>Mrs.</b>  | <b>Regina</b> |                              | <b>Hill</b>         | <b>914-939-8220</b> |
| Title:   |               | Email:                       |                     | Fax:                |
| <b>Court Clerk</b>   |               | <b>rhill2@nycourts.gov</b>   |                     |                     |
| Address Information:   |               | Address:                     | City:               | ZIP:                |
| Court Mailing Address:   |               | <b>350 North Main Street</b> | <b>Port Chester</b> | <b>10573</b>        |
| Contact Mailing Address:   |               | <b>350 North Main Street</b> | <b>Port Chester</b> | <b>10573</b>        |
| Shipping (no PO Box):  |               |                              |                     |                     |

**B. CASELOAD: NEW CASE FILINGS FOR 3 YEARS**

|            | Criminal:          | Civil:         | VTL:               | Jury Trials: |
|------------|--------------------|----------------|--------------------|--------------|
| Year 2014: | <b>1,001-2,000</b> | <b>201-500</b> | <b>5,001-7,500</b> | <b>0-30</b>  |
| Year 2013: | <b>1,001-2,000</b> | <b>201-500</b> | <b>5,001-7,500</b> | <b>0-30</b>  |
| Year 2012: | <b>1,001-2,000</b> | <b>201-500</b> | <b>5,001-7,500</b> | <b>0-30</b>  |

Has your court had a security assesment performed by the Dept. Of Public Safety?  No  Yes

Did you receive a grant in 2014-2015  No  Yes Amount of Award

Did you receive a grant in 2013-2014  No  Yes Amount of Award

\* indicates required fields

**QUESTIONS** If you have any questions about JCAP or if you need assistance completing the application, call the Office of Justice Court Support at 1-800-232-0630 or email to resourcecenter@nycourts.gov.

**Justice Court Assistance Program Grant Application**  
**Port Chester Village Court, Westchester County**  
**GRANT ITEMS**

**To print the Contract letter P**

**Continue**

| Priority | Item Category | Item Name | Quantity | Price | Item Total |
|----------|---------------|-----------|----------|-------|------------|
|----------|---------------|-----------|----------|-------|------------|

**Total of all Items requested: \$13,303.09**

|   |                  |                     |   |                                      |            |
|---|------------------|---------------------|---|--------------------------------------|------------|
| 1   | Security         | Reception/Pay       | 1 | \$4,050.00<br>_kf_ApplicationID 2684 | \$4,050.00 |
| <b>Comments</b> Bullet Proof glass window for criminal department.                      |                  |                     |   |                                      |            |
| 1   | Office Equipment | Safe                | 2 | \$427.49<br>_kf_ApplicationID 2684   | \$854.98   |
| <b>Comments</b>   |                  |                     |   |                                      |            |
| 1   | Other            | Other               | 2 | \$280.00<br>_kf_ApplicationID 2684   | \$560.00   |
| <b>Comments</b> Cash Counter for the Parking Violations Bureau and Traffic Departments. |                  |                     |   |                                      |            |
| 1   | Other            | Other               | 1 | \$363.12<br>_kf_ApplicationID 2684   | \$363.12   |
| <b>Comments</b> Fax Machine   |                  |                     |   |                                      |            |
| 1   | Security         | Video Surveillance, | 1 | \$5,275.99<br>_kf_ApplicationID 2684 | \$5,275.99 |
| <b>Comments</b> Security cameras in the traffic, criminal and parking departments.      |                  |                     |   |                                      |            |
| 2   | Courtroom        | Other               | 1 | \$2,199.00<br>_kf_ApplicationID 2684 | \$2,199.00 |
| <b>Comments</b>   |                  |                     |   |                                      |            |

## Justice Court Assistance Program Grant Application

Port Chester Village Court, Westchester County

Page 5 of 5

### Completing the process

**Mail the Signature Page, along with all other required documentation.**

**Remember: Applications are not reviewed or considered until the required documentation and signature page are received.**

#### Signature Acknowledgment

I understand that this application will not be reviewed until the signed signature page is received by the Office of Court Administration, along with any required documents.\*

 Yes

**QUESTIONS** If you have any questions about JCAP or if you need assistance completing the application, call the Office of Justice Court Support at 1-800-232-0630 or email to [resourcecenter@nycourts.gov](mailto:resourcecenter@nycourts.gov).



**Court Clerk's Office****Department Expenses**

| Category         | FY 09-10            | FY 10-11            | FY 11-12            | FY 12-13            | FY 13-14             | YTD FY14-15          |
|------------------|---------------------|---------------------|---------------------|---------------------|----------------------|----------------------|
| Personal service | \$561,726.00        | \$574,558.00        | \$459,814.79        | \$646,143.11        | \$ 646,647.00        | \$ 530,597.00        |
| Equipment        | \$2,122.00          | \$5,000.00          | \$3,203.03          | \$7,967.87          | \$ 3,203.00          | \$ -                 |
| Contractual/Ma   | \$318,524.00        | \$287,012.00        | \$320,009.05        | \$307,540.72        | \$ 296,204.00        | \$ 219,253.00        |
| <b>Total</b>     | <b>\$882,372.00</b> | <b>\$866,570.00</b> | <b>\$783,026.87</b> | <b>\$961,651.70</b> | <b>\$ 946,054.00</b> | <b>\$ 749,850.00</b> |

**Department Revenues**

| Category     | FY 09-10              | FY 10-11              | FY 11-12              | FY 12-13              | FY 13-14              | YTD 14-15             |
|--------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Total</b> | <b>\$1,936,792.00</b> | <b>\$1,685,287.00</b> | <b>\$2,142,654.26</b> | <b>\$ 1,944,95.76</b> | <b>\$2,249,099.00</b> | <b>\$1,401,852.00</b> |

**Port Chester Village Court**  
**Summary Report of Cases Closed**  
**Judge Peter F. Sisca**  
 Report date: 08/28/2015

01/01/2014 to 12/31/2014  
 All Judges

| STATUTE       | CLOSED      | FINE             | SURCHG           | CIVIL FEE      |
|---------------|-------------|------------------|------------------|----------------|
| PL            | 1125        | 58265.50         | 33045.00         | 0.00           |
| VTL           | 5807        | 541409.0         | 209622.00        | 70.00          |
| CIV           | 117         | 0.00             | 0.00             | 2060.00        |
| VO            | 196         | 10950.00         | 193.00           | 0.00           |
| ABC           | 26          | 700.00           | 0.00             | 0.00           |
| WCC           | 3           | 0.00             | 0.00             | 0.00           |
| TRL           | 1           | 0.00             | 0.00             | 0.00           |
| NYS           | 13          | 0.00             | 0.00             | 0.00           |
| FC            | 372         | 32007.00         | 0.00             | 0.00           |
| R             | 2           | 0.00             | 0.00             | 0.00           |
| PM            | 237         | 41179.00         | 0.00             | 0.00           |
| PC            | 249         | 176339.0         | 0.00             | 0.00           |
| RC            | 3           | 0.00             | 0.00             | 0.00           |
| NYC           | 1           | 0.00             | 0.00             | 0.00           |
| PHL           | 4           | 50.00            | 0.00             | 0.00           |
| EBC           | 1           | 0.00             | 0.00             | 0.00           |
| ECL           | 9           | 400.00           | 250.00           | 0.00           |
| MC            | 2           | 0.00             | 0.00             | 0.00           |
| TL            | 18          | 450.00           | 100.00           | 0.00           |
| WC            | 1           | 0.00             | 0.00             | 0.00           |
| PLC           | 1           | 0.00             | 0.00             | 0.00           |
| REG           | 1           | 0.00             | 0.00             | 0.00           |
| CPL           | 1           | 0.00             | 0.00             | 0.00           |
| <b>TOTALS</b> | <b>8190</b> | <b>861749.54</b> | <b>243210.00</b> | <b>2130.00</b> |

**ADDITIONAL INFORMATION**

|                            |      |                         |
|----------------------------|------|-------------------------|
| Number of DWIs - 1192:     | 210  | Fines/Fees: \$100240.00 |
| Number of AUOs - 511:      | 126  | Fines/Fees: \$25396.00  |
| Number of Speeds - 1180:   | 489  | Fines/Fees: \$84689.00  |
| Number of Defendants:      | 5261 |                         |
| Total Number Charges:      | 8190 |                         |
| Average Charges/Defendant: | 1.56 |                         |
| Number of Small Claims:    | 39   |                         |

**NOTE:** Dollars are calculated for fines assessed, not amount collected.

2



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Senior Community Center**

**Village BOT Meeting Date:** 10/19/2015

**Item Type:** Resolution

| Description            | Yes | No | Description                         | Yes | No |
|------------------------|-----|----|-------------------------------------|-----|----|
| Fiscal Impact          |     | x  | Public Hearing Required             |     | x  |
| Funding Source: no fee |     |    | BID #                               |     |    |
| Account #:             |     |    | <b>Strategic Plan Priority Area</b> |     |    |
|                        |     |    | Enhance Organization                |     |    |
| Agreement              | x   |    | <b>Manager Priorities</b>           |     |    |
| Strategic Plan Related |     |    | N/A                                 |     |    |

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

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

Resolution to authorize the renewal application for the Nutrition Program for the Elderly, Department of Health permit. Permit #01-K385A

**Summary**

**Background:**

The annual renewal of the permit for the Port Chester Senior Community Center food permit from the Westchester County Department of Health, expiration date November 30 ,2015

**Proposed Action**

That the Board of Trustees adopt the Resolution

**Attachments**

**Resolution**

RESOLUTION  
AUTHORIZING FOOD PERMIT RENEWAL APPLICATION FOR SENIOR CITIZENS  
NUTRITION PROGRAM

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

WHEREAS, the Village of Port Chester Nutrition Program for the Elderly requires food permits from the county of Westchester. Now, therefore be it

RESOLVED, that the Board of Trustees hereby authorizes the Village Manager to submit application for renewal of the Westchester County Department of Health, Permit # 01-K385A, Port Chester Senior Community Center Food Permit.

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney, Anthony Cerreto

AYES:

NOES:

ABSENT:

DATE:

3



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Office of the Village Attorney

**BOT Meeting Date:** 10/19/2015

**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 type="checkbox"/> | <input checked="" type="checkbox"/> |
| Funding Source:        |                          |                                     | BID #                               |                          |                                     |
| Account #:             |                          |                                     | <b>Strategic Plan Priority Area</b> |                          |                                     |
|                        | <b>Yes</b>               | <b>No</b>                           | N/A                                 |                          |                                     |
| Agreement              | <input 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 SPECIAL COUNSEL WITH REGARD TO 2016 VILLAGE ELECTION

**Summary**

**Background:**

The Village must begin making preparations for the 2016 Village Election in March.

As you know, in 2006 the United States Government brought suit against the Village for violating Section 2 of the Voting Rights Act in electing trustees on an at-large basis with staggered terms.

Under the Consent Decree that was signed by the Court in 2010, the Village must implement a system of cumulative voting to elect trustees with all trustees standing for election at the same time for the 2010, 2013 and 2016 Village Elections. In addition, the Village must implement an extensive voter education program. There are also other operational issues that must also be addressed.

Part of the preparations involves negotiating another addendum to the Consent Decree with the U.S. Justice Department and the Intervenor and providing necessary counsel on an “as needed” basis to the Village Clerk and Village Attorney to ensure that the election is successfully conducted in compliance with the Decree.

In 2010, the Village used an outside law firm that primarily represents municipalities and school districts and has a concentration in federal civil rights and election law. We are recommending that the same firm be retained for the upcoming election. The firm has provided a fee proposal with a cap of \$7,500. This expense was anticipated and appropriated in the FY 2015-2016 Budget.

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

That the Board of Trustees adopt the Resolution

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

|                                 |
|---------------------------------|
| <b>Resolution, Fee proposal</b> |
|---------------------------------|



RETAINING SPECIAL COUNSEL WITH REGARD TO 2016 VILLAGE ELECTION

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 United States government filed an action in the United State District Court for the Southern District of New York pursuant to Section 2 of the Voting Rights Act of 1965, as amended, 42 U.S.C. Section 1973 on December 15, 2006; and

WHEREAS, the Court granted the motion of plaintiff-intervenor Cesar Ruiz to intervene on April 6, 2007; and

WHEREAS, by Decision and Order dated January 17, 2008, the Court found that the Village's at-large method of electing Trustees violates Section 2 of the Voting Rights Act and prevents Hispanic voters from participating equally in the electoral process; and

WHEREAS, by order dated November 6, 2009, the Court ordered the Village to implement cumulative voting, its proposed remedy to the violation, as an election scheme to remedy the Section 2 violation; and

WHEREAS, on February 25, 2010, the Court signed a Consent Decree with regard to this matter, which included a requirement that the Village implement a Voter Education Program, covering the 2010, 2013 and 2016 Village Elections; and

WHEREAS, the parties executed addenda to the Consent Decree to provide for the operational aspects for each individual election; and.

WHEREAS, as in the 2013 Village Election, the Village Attorney has recommended that the Board authorize retaining the law firm of Sokoloff Stern, LLP, Carle Place, New York with regard to the 2016 Election; and

WHEREAS, this firm primarily represents municipalities and school districts in the litigation, trial and appeal of cases predominantly in many areas, including election law and served in the same capacity for the Village in the 2013 Village Election; and

WHEREAS, funds have been appropriated in the FY 2015-2016 Village Budget for this expense. Now, therefore, be it

RESOLVED, that the law firm of Sokoloff Stern, LLP, Carle Place, New York be and is hereby retained to act as Counsel of Record in the matter of United States of America and Cesar Ruiz v. Village of Port Chester (06 Civ. 15173) with regard to the 2016 Village Election, as set forth in the annexed proposal, compensation to be capped at \$7,500 unless otherwise authorized by the Board.

Approved as to Form:

---

Anthony M. Cerreto, Village Attorney



BRIAN S. SOKOLOFF  
BSOKOLOFF@SOKOLOFFSTERN.COM

October 14, 2015

Anthony M. Cerreto, Esq.  
Village of Port Chester  
222 Grace Church Street  
Port Chester, New York 10573

**VIA E-MAIL**

Re: United States of America v. Village of Port  
Chester  
Docket No. 06 Civ. 15173 (SCR)

Dear Mr. Cerreto:

Please accept this as a proposal by my firm to provide legal services to the Village for issues arising from the above-referenced lawsuit as related to the 2016 Village Trustee election. We agree to provide such services at the NYMIR discounted rate of \$175 per hour for partners and associates, and \$75 per hour for paralegals, with reasonable expenses paid by the Village.

I am willing to cap our fees at \$7,500, barring unforeseen major litigation. Should major litigation ensue, I reserve the right to approach the Village to seek a modification of that cap.

Thank you for presenting our firm with the opportunity to assist the Village.

Very truly yours,

SOKOLOFF STERN LLP

A handwritten signature in black ink, appearing to read 'Brian S. Sokoloff', written in a cursive style.

Brian S. Sokoloff

BSS/--

4



VILLAGE OF  
**PORT CHESTER**

222 Grace Church Street, Port Chester, New York 10573

**AGENDA MEMO**

**Department:** Recreation Department

**BOT Meeting Date:** 10/19/2015

**Item Type:** Resolution

**Sponsor's Name:** Heather Krakowski, Recreation Supervisor

| Description                                       | Yes                      | No                       | Description   | Yes                      | No |
|---|--------------------------|--------------------------|---|--------------------------|----|
| Fiscal Impact                                     | x                        | <input type="checkbox"/> | Public Hearing Required   | <input type="checkbox"/> | x  |
| Funding Source:<br>Account #:7310.434 & 7310.0435 |                          |                          | BID #   |                          |    |
|   |                          |                          | <b>Strategic Plan Priority Area</b><br>Choose a Strategic Plan Area |                          |    |
|   | <b>Yes</b>               | <b>No</b>                |   |                          |    |
| Agreement   | x                        | <input type="checkbox"/> | <b>Manager Priorities</b>   |                          |    |
| Strategic Plan Related                            | <input type="checkbox"/> | x                        | Other   |                          |    |

**Agenda Heading Title**

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

Authorizing Agreements for After- School Reading and Art Program Staff

**Summary**

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

**Proposed Action**

That the Board of Trustees adopt the Resolution

**Attachments**

**Resolution**  
**Contracts for individual staff**

RESOLUTION  
RECREATION DEPARTMENT  
AFTER SCHOOL READING & VISUAL ART PROGRAMS

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

WHEREAS, the Village of Port Chester Recreation Program requires instructors; and

WHEREAS, such services have been appropriated in the 2015-2016 Village Budget; and

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

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

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

ROLL CALL

AYES:

NOES:

ABSENT:

DATE: 2015

## After School Reading and Visual Art Programs

| <u>Name &amp; Address</u>  | <u>Position</u>                          | <u>Rate</u>                      |
|--|--|----------------------------------|
| <b>Mario Coronado</b><br>201 Commons Park South<br>Unit 509<br>Stamford, CT 06902  | <b>Reading<br/>Facilitator</b>           | \$40.00<br>per 2 hour<br>session |
| <b>Position Description</b> – Encourages children to read books of their interest, to discuss the book after completion and socialize with other children within the reading program regarding books they have read. To encourage a joy of reading for pleasure. |  |                                  |
| <b>Meghan Loper</b><br>112 Grandview Avenue<br>Port Chester, NY 10573  | <b>Reading<br/>Facilitator</b>           | \$30.00<br>per 2 hour<br>session |
| <b>Position Description</b> – Encourages children to read books of their interest, to discuss the book after completion and socialize with other children within the reading program regarding books they have read. To encourage a joy of reading for pleasure. |  |                                  |
| <b>Mary Kaye Joyce</b><br>2 Staubitz Avenue<br>Pearl River, NY 10965   | <b>Reading<br/>Facilitator</b>           | \$40.00<br>per 2 hour<br>session |
| <b>Position Description</b> – Encourages children to read books of their interest, to discuss the book after completion and socialize with other children within the reading program regarding books they have read. To encourage a joy of reading for pleasure. |  |                                  |
| <b>Deirde McDermott</b><br>149 Broadview Avenue<br>Port Chester NY 10573   | <b>Art Specialist</b>                    | \$40.00<br>per 2 hour<br>session |
| <b>Position Description</b> – Encourages children to be creative, original, and independent through the use of different art projects, and to socialize and share their ideas and designs with other children in the program.                                    |  |                                  |
| <b>Pam Mickatavage</b><br>29 Francis Lane<br>Port Chester, NY 10573  | <b>Art Specialist</b>                    | \$40.00<br>per 2 hour<br>session |
| <b>Position Description</b> – Encourages children to be creative, original, and independent through the use of different art projects, and works with children to socialize and share their ideas and designs with other children in the program.                |  |                                  |
| <b>Cathy Terrana</b><br>245 Park Avenue<br>West Hearnison, NY 10604  | <b>Art Specialist</b>                    | \$40.00<br>per 2 hour<br>session |
| <b>Position Description</b> – Encourages children to be creative, original, and independent through the use of different art projects, and works with children to socialize and share their ideas and designs with other children in the program.                |  |                                  |
| <b>Katherine Loper</b><br>112 Grandview Avenue<br>Port Chester, NY 10573   | <b>Art &amp; Reading<br/>Coordinator</b> | \$40.00<br>per 2 hour<br>session |
| <b>Position Description</b> – Oversees both programs daily, takes attendance for children and staff, coordinates with Recreation Leader for payment and organization of both programs  |  |                                  |

## AGREEMENT

This AGREEMENT, entered into this \_\_\_\_\_ day of November 2015, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the "VILLAGE" and DIERDRE McDERMOTT, 149 Broadview Avenue, Port Chester, New York 10573, hereinafter referred to as the "CONTRACTOR".

### WITNESSETH

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

WHEREAS, the Village seeks a qualified individual on a part-time contractual basis to act as an Art Specialist for the 2015-2016 Fiscal Year; and

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

#### 1. Scope of Services

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

#### 2. Term

The term of this agreement is for the period through May 31, 2016, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

#### 3. Compensation

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

#### 4. Independent Contractor

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



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

5. Invoicing

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

6. Indemnification

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

7. Assignment

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

8. Termination

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

9. Notices

(i) If to Contractor:

Deirdre McDermott  
149 Broadview Avenue  
Port Chester, New York 10573

(ii) If to Village:

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

10. Compliance

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

11. Miscellaneous

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

12. Dispute Resolution

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

13. Governing Law

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

14. Interpretation/Severability

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

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

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

VILLAGE OF PORT CHESTER

DEIRDRE McDERMOTT

\_\_\_\_\_  
Christopher D. Steers  
Village Manager

\_\_\_\_\_  
Contractor

Approved as to Form:

\_\_\_\_\_  
Village Attorney

## AGREEMENT

This AGREEMENT, entered into this \_\_\_\_\_ day of November 2015, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the "VILLAGE" and MEGAN LOPER, 112 Grandview Avenue, Port Chester, New York 10573, hereinafter referred to as the "CONTRACTOR".

### WITNESSETH

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

WHEREAS, the Village seeks a qualified individual on a part-time contractual basis to act as a Reading Facilitator for the 2015-2016 Fiscal Year; and

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

#### 1. Scope of Services

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

#### 2. Term

The term of this agreement is for the period through May 31, 2016, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

#### 3. Compensation

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

#### 4. Independent Contractor

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

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

5. Invoicing

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

6. Indemnification

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

7. Assignment

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

8. Termination

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

9. Notices

(i) If to Contractor:

Megan Loper  
112 Grandview Avenue  
Port Chester, New York 10573

(ii) If to Village:

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

10. Compliance

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

11. Miscellaneous

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

12. Dispute Resolution

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

13. Governing Law

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

14. Interpretation/Severability

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

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

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

VILLAGE OF PORT CHESTER

MEGAN LOPER

\_\_\_\_\_  
Christopher D. Steers  
Village Manager

\_\_\_\_\_  
Contractor

Approved as to Form:

\_\_\_\_\_  
Village Attorney

## AGREEMENT

This AGREEMENT, entered into this \_\_\_\_\_ day of November 2015, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the "VILLAGE" and MARIO CORONADO, 201 Commons Park South, Unit 509, Stamford, CT 06902 hereinafter referred to as the "CONTRACTOR".

### WITNESSETH

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

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

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

#### 1. Scope of Services

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

#### 2. Term

The term of this agreement is for the period through May 31, 2016, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

#### 3. Compensation

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

#### 4. Independent Contractor

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

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

5. Invoicing

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

6. Indemnification

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

7. Assignment

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

8. Termination

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

9. Notices

(i) If to Contractor:

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

(ii) If to Village:

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

10. Miscellaneous

This agreement embodies all of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall

supersede all agreements, written or oral, relating to the retainer of the Contractor. This agreement may not be amended, modified or terminated except by in writing signed by the parties.

11. Dispute Resolution

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

12. Governing Law

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

13. Interpretation/Severability

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

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

VILLAGE OF PORT CHESTER

MARIO CORONADO

\_\_\_\_\_  
Christopher D. Steers  
Village Manager

\_\_\_\_\_  
Contractor

Approved as to Form:

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



## AGREEMENT

This AGREEMENT, entered into this \_\_\_\_\_ day of November 2015, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the “VILLAGE” and MARY KAY JOYCE, 2 Staubitz Avenue, Pearl River, NY 10965; hereinafter referred to as the “CONTRACTOR”.

### WITNESSETH

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

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

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

#### 1. Scope of Services

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

#### 2. Term

The term of this agreement is for the period through May 31, 2016, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

#### 3. Compensation

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

#### 4. Independent Contractor

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

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

5. Invoicing

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

6. Indemnification

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

7. Assignment

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

8. Termination

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

9. Notices

(i) If to Contractor:

Mary Kaye Joyce  
2 Staubit Avenue  
Pearl River, NY 10965

(ii) If to Village:

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

10. Miscellaneous

This agreement embodies all of the representatives, warranties and agreements between the parties relating to the Contractor. No other representatives, warranties, covenants, understanding or agreements exist between the parties hereto. This agreement shall supersede all agreements, written or oral, relating to the retainer of the Contractor. This

agreement may not be amended, modified or terminated except by in writing signed by the parties.

11. Dispute Resolution

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

12. Governing Law

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

13. Interpretation/Severability

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

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

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

VILLAGE OF PORT CHESTER

Mary Kay Joyce

\_\_\_\_\_  
Christopher D. Steers  
Village Manager

\_\_\_\_\_  
Contractor

Approved as to Form:

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

## AGREEMENT

This AGREEMENT, entered into this \_\_\_\_\_ day of November 2015, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the "VILLAGE" and CATHY TERRANA, 245 Park Avenue, West Harrison, New York 10604, hereinafter referred to as the "CONTRACTOR".

### WITNESSETH

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

WHEREAS, the Village seeks a qualified individual on a part-time contractual basis to act as an Arts Specialist for the 2015-2016 Fiscal Year; and

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

#### 1. Scope of Services

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

#### 2. Term

The term of this agreement is for the period through May 31, 2016, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

#### 3. Compensation

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

#### 4. Independent Contractor

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

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

5. Invoicing

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

6. Indemnification

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

7. Assignment

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

8. Termination

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

9. Notices

(i) If to Contractor:

Cathy Terrana  
245 Park Avenue  
West Harrison, NY 10573

(ii) If to Village:

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

10. Compliance

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

11. Miscellaneous

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

12. Dispute Resolution

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

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

14. Interpretation/Severability

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

VILLAGE OF PORT CHESTER

CATHY TERRANA

\_\_\_\_\_  
Christopher D. Steers  
Village Manager

\_\_\_\_\_  
Contractor

Approved as to Form:

\_\_\_\_\_  
Village Attorney

## AGREEMENT

This AGREEMENT, entered into this \_\_\_\_\_ day of November 2015, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the "VILLAGE" and PAM MICKATAVAGE, 29 Francis Lane, Port Chester, New York 10573, hereinafter referred to as the "CONTRACTOR".

### WITNESSETH

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

WHEREAS, the Village seeks a qualified individual on a part-time contractual basis to act as an Arts Specialist for the 2015-2016 Fiscal Year; and

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

#### 1. Scope of Services

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

#### 2. Term

The term of this agreement is for the period through May 31, 2016, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

#### 3. Compensation

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

#### 4. Independent Contractor

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

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

5. Invoicing

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

6. Indemnification

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

7. Assignment

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

8. Termination

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

9. Notices

(i) If to Contractor:

Pam Mickatavage  
29 Francis Lane  
Port Chester, New York 10573

(ii) If to Village:

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

10. Compliance

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



11. Miscellaneous

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

12. Dispute Resolution

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

13. Governing Law

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14. Interpretation/Severability

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

VILLAGE OF PORT CHESTER

PAM MICKATAVAGE

\_\_\_\_\_  
Christopher D. Steers  
Village Manager

\_\_\_\_\_  
Contractor

Approved as to Form:

\_\_\_\_\_  
Village Attorney

## AGREEMENT

This AGREEMENT, entered into this \_\_\_\_\_ day of November 2015, by and between the VILLAGE OF PORT CHESTER, hereinafter referred to as the "VILLAGE" and KATHERINE LOPER, 112 Grandview Avenue, Port Chester, New York 10573, hereinafter referred to as the "CONTRACTOR".

### WITNESSETH

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

WHEREAS, the Village seeks a qualified individual on a part-time contractual basis to act as an Art and Reading Coordinator for the 2015-2016 Fiscal Year; and

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

#### 1. Scope of Services

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

#### 2. Term

The term of this agreement is for the period through May 31, 2016, unless the services are earlier completed in which case this agreement shall terminate upon completion of such services.

#### 3. Compensation

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

#### 4. Independent Contractor

In performing the Services, the Contractor shall be and at all times acting and performing as an independent contractor. Nothing in this agreement is intended to create an employer/employee relationship or to allow the Village to exercise control or direction over the manner or method by which the Contractor performs the Services which are the

subject of this agreement. It is understood that the Contractor may perform similar services to others besides the Village.

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

5. Invoicing

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

6. Indemnification

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

7. Assignment

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

8. Termination

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

9. Notices

(i) If to Contractor:

Katherine Loper  
112 Grandview Avenue  
Port Chester, New York 10573

(ii) If to Village:

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

10. Compliance

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

11. Miscellaneous

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

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13. Governing Law

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14. Interpretation/Severability

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

VILLAGE OF PORT CHESTER

KATHERINE LOPER

\_\_\_\_\_  
Christopher D. Steers  
Village Manager

\_\_\_\_\_  
Contractor

Approved as to Form:

\_\_\_\_\_  
Village Attorney

RESOLUTION  
RECREATION DEPARTMENT  
AFTER SCHOOL READING & VISUAL ART PROGRAMS

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

WHEREAS, the Village of Port Chester Recreation Program requires instructors; and

WHEREAS, such services have been appropriated in the 2015-2016 Village Budget; and

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

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

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

ROLL CALL

AYES:

NOES:

ABSENT:

DATE: 2015

**REPORT OF THE  
VILLAGE  
MANAGER**

# DISCUSSIONS

# CORRESPONDENCE



1



## Church of The Living God

---

**Bishop Robert E. Girtman, Sr. Pastor**

September 30, 2015

Mr. Chris Steers, Village Manager  
Village of Port Chester  
222 Grace Church Street  
Port Chester, New York 10573

Dear Mr. Steers:

The purpose of this communiqué is to inform you that the Health/Wellness event was a success.

We would like to thank the Village of Port Chester for co-sponsoring the Community Health and Wellness Fair event on Saturday, September 26, 2015. It was well attended by the community and it turned out to be a wonderful family event. I was also pleased to see some of our Village Officials there.

The Department of Public Works, the Police Department, the Fire Department, and the Port Chester Emergency Medical Services were all exceptional in their participation.

Thanks again for your support. It was a blessing.

Sincerely,

***Bishop Robert E. Girtman***

Bishop Robert E. Girtman, Sr. Pastor

Cc: Board of Trustees, Village of Port Chester

---

**P.O. BOX 862  
Port Chester, New York 10573  
Phone (914) 937-7181 Fax (914) 937-7709**

2

email mayor/BOT/vm/vt



The American Legion  
Port Chester Post 93  
Department of New York  
78 Pearl Street  
Port Chester, NY 10573  
Unity and Service for America

VILLAGE OF PORT CHESTER

OCT 9 2015

M RECEIVED BOT

Oct. 5 2015

Honorable Mayor Dennis Pilla  
& Board of Trustees.  
222 Grace Church Street  
Port Chester, NY. 10573

Dear Honorable Dennis Pilla & Board of Trustees

The American Legion is Completing Plans for Veterans Day Ceremonies. We are in the process of contracting Bands, Wreathes, and Color Guard for ceremonies at Veterans Memorial Park On Sunday November 8<sup>th</sup> 2015 at 11 A.M.

We respectfully request that the Village of Port Chester appropriation of One Thousand Dollars (1,000) for the 2015 year, be made out to the American Legion at the above address.

As directed by the three local governments (Rye Town, Port Chester, and Rye Brook) all bills must and will be paid by the American Legion

Sincerely  
*Bill Chiappetta*  
Bill Chiappetta  
Adjutant Post 93  
Port Chester, NY. 10573

3



Companies:

Reliance Chemical & Hose  
No. 1

Putnam Steamer & Hose  
No. 2

Fire Department

Village of Port Chester

WESTCHESTER COUNTY, N. Y.



Headquarters: Westchester Avenue and Boningo Street

Received

OCT 13 2015

Village Clerk

VILLAGE OF PORT CHESTER

Harry Howard Hook &  
Ladder No. 1

Fire Police No. 1

Mellor Hose No. 1

Washington Engine & Hose  
No. 4

Brooksville Hose No. 5

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

The Fire Alarm & Rescue Co #1 respectfully reports that at a meeting held on October 6, 2015 favorable action was taken on the following:

Elected active members.....

Elected honorary members.....

Members resigned..... Powers, Ryan

Members expelled.....

Members suspended.....

Members died.....

Badges returned (numbers).....

Remarks.....

Secretary.

James K. Mitchell Jr  
Fire Alarm & Rescue Co #1

4

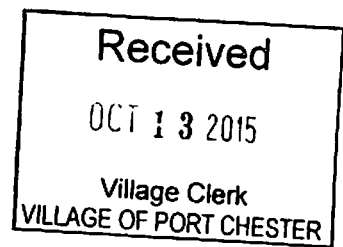


PUTNAM ENGINE & HOSE CO., NO.2

Organized October 4, 1854

Incorporated May 17, 1954

P.O. Box 933, Port Chester, NY 10573



October 8, 2015

**VIA EMAIL & REGULAR MAIL**

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

Attn: Vita Sileo

Dear Ms. Sileo:

As of our October 2015 meeting, the Putnam Engine & Hose, Company No.2, has voted into the company the following new member:

Christian Coyt  
67 Washington Street  
Port Chester, NY 10573

Sincerely yours.

PUTNAM ENGINE & HOSE COMPANY, NO. 2

Frank Cervinka  
Secretary

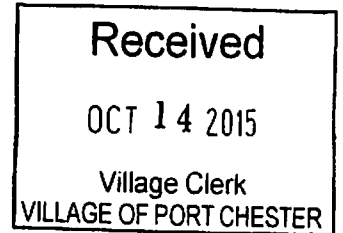


5



**Mellor Engine &  
Hose Co. No 3, Inc.**

**P.O. BOX 575  
PORT CHESTER, NEW YORK 10573**



**Gregg Gregory, *President***  
**Daniel Romanello, *Vice President***  
**John Colucci, *Treasurer***  
**Donna Gordiski, *Secretary***

**Luis Marino, *Captain***  
**Leslie Murphy, *1<sup>st</sup> Lieutenant***  
**Scott Sprague, *2<sup>nd</sup> Lieutenant***  
**Frank Gordiski, *Sergeant***  
**Peter Mutz, *Chief Driver***

October 6, 2015

**Village of Port Chester  
Village Clerk  
222 Grace Church St.  
Port Chester, New York 10573**

**To whom it may concern:**

**The members of Mellor Engine & Hose Company #3, Inc. have elected Mr. Sergio Orea to active membership in our Company. This action took place during our regular monthly meeting on October 5, 2015.**

**Mr. Orea resides at 63 Purdy Ave., Port Chester, NY. We believe that Mr. Orea will be an asset to the Port Chester Fire Department. Upon completion of the necessary physical exam requirements, Mr. Orea will present a copy of this letter to your office.**

**We hope the Village Trustees approve Mr. Orea for membership in the Port Chester Fire Department.**

**Sincerely,**

**Donna C. Gordiski  
Secretary of Mellor E&H Co. #3**

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# GREAN & WARD

ATTORNEYS AT LAW

DENISE PAGANO WARD

MICHAEL A. GREAN  
(OF COUNSEL)

ANDREA M. DEGAETANO  
(ASSOCIATE)

Received

OCT 9 2015

Village Clerk  
VILLAGE OF PORT CHESTER

222 GRACE CHURCH STREET  
SUITE 206B  
PORT CHESTER, NY 10573  
TEL: (914) 937-2800  
FAX: (914) 937-7404  
E-MAIL: DPWARD@DPWARD.NET

October 8, 2015

## BY HAND DELIVERY

Village of Port Chester  
Hon. Dennis Pilla, Mayor  
Board of Trustees  
222 Grace Church Street  
Port Chester, New York 10573

Re: Starwood/United Hospital project

Dear Mayor Pilla and Honorable Members of the Board of Trustees:

I have been following with great interest the matter of the redevelopment of the United Hospital property. This project has been in process for a considerable length of time, and I write as a member of Port Chester's business community to endorse Starwood's proposed plan to redevelop the site of the former United Hospital.

The United Hospital site clearly is paramount to Port Chester's future. Its future will affect its nearly 30,000 residents as well as the many businesses that serve them. The Board of Trustees certainly understands that.

In 2012, the Board adopted the Village of Port Chester Comprehensive Plan. Within this document, it outlined its wish list for the United Hospital site:

1. A hotel/convention center,
2. Retail stores,
3. Restaurants,
4. Residential uses, and
5. Community facilities.

Of the residential uses, the plan called for studio, one-bedroom and two-bedroom uses, noting these configurations generate relatively few school children and encouraged senior housing. It pointed out that new land uses will be closely coordinated with necessary access improvements on Boston Post Road. If the municipality can ensure some control

for potential increases if the school costs have not been accurately calculated, this plan proposes a bright future for this site and the entryway to a marvelous Port Chester. I am sure that the municipality can build the safeguards into the plan to protect against unforeseen school costs so that the developer remains accountable.

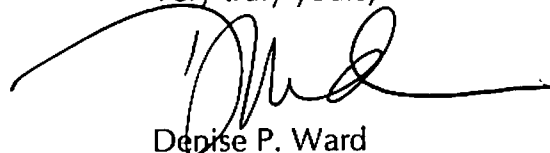
We all have heard the words, "You can't always get what you want." Sometimes it seems, more accurately, that you rarely get what you want. Port Chester, however, has defied this adage. Indeed, throughout Westchester County, Port Chester is often held up as a community that has been able to thrive despite the many adverse challenges this Village faces as a community. In Starwood's proposal, Port Chester can have exactly what it said it wants: the hotel, the retail stores, the restaurants, the community facilities and the residential uses, right down to the prescribed configurations and senior housing. And not only will it see necessary access improvements – it stands to benefit from \$4 million in improvements to these roadways and the problems that already exist.

Port Chester made its list, and Starwood checked every box with its \$300 million proposal. Residents, businesses and community leaders have voiced their support for the project. Now, the decision rests in the hands of the Board of Trustees.

This is not a time to move goal posts that were set years ago. Port Chester has a rare opportunity to get exactly what it asked for and to begin a promising new chapter that will see the entire community prosper. Please say yes to this plan and let us begin building a new future.

I spend as much time in Port Chester as I do in my own home town, and I care about Port Chester equally. I do believe that this could be a very positive change for Port Chester.

Very truly yours,

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

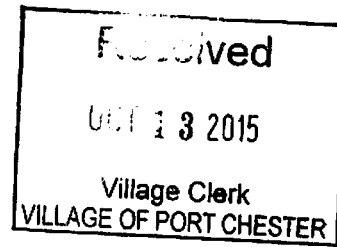
Denise P. Ward

DPW/dw

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**Department of  
Public Service**



**Public Service Commission**  
Audrey Zibelman  
Chair

Patricia L. Acampora  
Garry A. Brown  
Gregg C. Sayre  
Diane X. Burman  
Commissioners

Kimberly A. Harriman  
General Counsel  
Kathleen H. Burgess  
Secretary

Three Empire State Plaza, Albany, NY 12223-1350  
www.dps.ny.gov

October 7, 2015

Dear Community Leader/Elected Official:

One of the key roles in my position as Consumer Advocate for the New York State Department of Public Service (DPS) is to keep community leaders like yourself informed of Department actions and proceedings that may impact you and your constituents. Please expect to hear from me periodically as we move forward with Department programs and initiatives.

Currently, we are planning a series of public hearings to seek consumer input regarding the state Public Service Commission's **Reforming the Energy Vision (REV)** proceeding. In April 2014, the Commission instituted the proceeding to align electric utility practices and the Commission's regulation with technological advances that have created alternate ways to meet electricity demand. This energy modernization initiative will fundamentally transform the way electricity is distributed and used in New York State, creating the power grid of the future and enabling customers to reduce their energy costs.

On July 28, 2015, DPS Staff filed a "White Paper on Ratemaking and Utility Business Models." This document, known as the Ratemaking White Paper, sets forth proposed reforms for the utility business model, the ratemaking process and rate design. In addition, Staff proposes options for assessing the costs and benefits of renewable and other energy resources.

To ensure full public participation in its regulatory reform efforts, the Department will conduct a series of informational sessions and public statement hearings to seek input and comments from your community on Staff's White Paper. At the information session, Staff will provide an overview of what the REV initiative means for consumers and will be available to answer questions. The information sessions will be immediately followed by public statement hearings at which all those who wish to comment on REV

and the Staff White Paper will have an opportunity to make a statement on the record, for the Commission to consider in its deliberations.

The dates, times and locations of the **information sessions and public statement hearings** are as follows:

| <b>Date</b>                  | <b>Location</b>   | <b>Time</b>   |
|------------------------------|---|---|
| Tuesday, October 27, 2015    | New York University School of Law<br>Vanderbilt Hall - Tishman Auditorium<br>40 Washington Square South,<br>between MacDougal & Sullivan St<br>New York, NY 10012 | Information Session – 6 pm<br>Public Statement Hearing – 7 pm |
| Wednesday, October 28, 2015  | Yonkers Public Library<br>Grinton I. Will Branch<br>1500 Central Park Avenue<br>Yonkers, NY 10710   | Information Session – 5 pm<br>Public Statement Hearing – 6 pm |
| Wednesday, November 4, 2015  | Erie Community College<br>City Campus Auditorium<br>121 Ellicott Street<br>Buffalo, NY 14203  | Information Session – 6 pm<br>Public Statement Hearing – 7 pm |
| Thursday, November 5, 2015   | Rochester City Hall<br>City Council Chambers<br>30 Church Street<br>Rochester, NY 14614   | Information Session – 6 pm<br>Public Statement Hearing – 7 pm |
| Thursday, November 12, 2015  | Kingston City Hall<br>420 Broadway<br>Kingston, NY 12401  | Information Session – 6 pm<br>Public Statement Hearing – 7 pm |
| Tuesday, November 17, 2015   | Binghamton City Hall<br>38 Hawley Street<br>Binghamton, NY 13901  | Information Session – 6 pm<br>Public Statement Hearing – 7 pm |
| Wednesday, November 18, 2015 | Clary Middle School<br>Auditorium<br>100 Amidon Drive<br>Syracuse, NY 13205   | Information Session – 6 pm<br>Public Statement Hearing – 7 pm |

In order to speak at the hearing, it is not necessary to be present at the start of the hearing, to make an appointment in advance, or to present written material. Persons will be called to speak after completing a request card at the hearing. The public statement hearing will continue until everyone who wishes to speak has been heard or other reasonable arrangements have been made. A verbatim transcript of each hearing



will be made for inclusion in the record of the proceeding and will be posted on the Commission's website.

Disabled persons requiring special accommodations should call the Department of Public Service's Human Resources Management Office at (518) 474-2520 as soon as possible. TDD users may request a sign language interpreter by placing a call through the New York Relay Service at 711.

It is the Department's intention to facilitate and encourage active and meaningful public participation throughout the entire REV proceeding. If you cannot attend one of the hearings, I encourage you and your constituents to comment using one of the methods described in the attached factsheet. Additional information regarding the REV proceeding, including the Ratemaking White Paper, is available on the Department's website at [www.dps.ny.gov](http://www.dps.ny.gov) under the "Reforming the Energy Vision (REV)" link at the top of the page.

Sincerely,

A handwritten signature in black ink that reads "Michael Corso". The signature is written in a cursive style with a large initial "M" and a stylized "C".

Michael Corso  
Consumer Advocate and Director  
Office of Consumer Services

Enc.



## About Reforming the Energy Vision

Under Governor Andrew M. Cuomo's initiative for Reforming the Energy Vision (REV), New York State will spur clean energy innovation, bring in new investments, and improve consumer choice while protecting the environment and energizing New York's economy. This pioneering approach provides New Yorkers new opportunities for energy savings, local power generation, and enhanced reliability. To achieve the State's economic development and environmental objectives, REV encompasses statewide initiatives such as the Clean Energy Fund and the \$1 billion NY Green Bank to overcome market barriers and attract private capital. By empowering communities and creating jobs through programs like Community Solar NY and K-Solar for schools, the \$40 million NY-Prize competition for community microgrids, and the \$1 billion NY-Sun Initiative, New York is leveraging statewide resources to integrate local energy resources and meet the needs of New York communities.

As part of the REV initiative, the New York State Public Service Commission (Commission) commenced a proceeding to reform New York's energy industry and regulatory practices. REV will align electric utility practices and the Commission's regulatory model with technological advances that have created alternatives to traditional solutions to meeting electricity demand.

The REV initiative will lead to regulatory changes that promote more efficient use of energy and a deeper penetration of renewable resources such

as wind and solar. The Distributed energy resources (DER) – such as distributed generation, on-site power, micro-grids, demand response, and storage – will become a primary tool in the planning and operation of the electric system. These changes will empower customers by allowing them more choice in how they manage and consume electric energy.

The design and development of the reformed electric system will take place over a period of years through the joint efforts of the energy industry, customers, government agencies and non-governmental advocates. The REV initiative was instituted as a public proceeding to gather input from all stakeholders into the decision making process.

### Policy Objectives:

The Commission identified six policy objectives supporting this effort that will:

- enhance customer knowledge and tools to enable customers to manage their energy bills and provide more choice in how they use energy;
- animate the market and leverage ratepayer contributions;
- promote system-wide efficiency;
- increase fuel and resource diversity;
- enhance system reliability and resiliency; and
- reduce carbon emissions.

## The Commission's Framework Order:

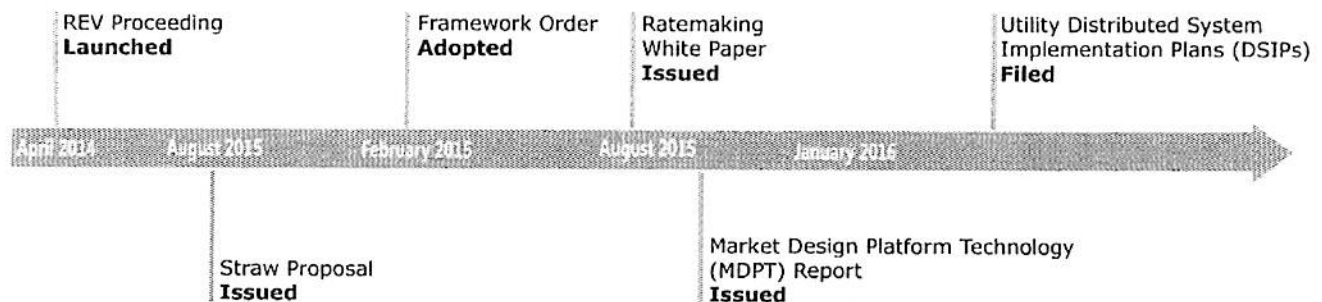
REV began with a collaborative process where working groups tackled issues related to market structure, platform technology, wholesale markets, microgrids and customer engagement. After extensive public input, the Commission issued the *Order Adopting Regulatory Policy Framework and Implementation Plan (Framework Order)* on February 26, 2015. The Framework Order requires the integration of energy efficiency, solar, wind, and other clean energy technologies onto the electric grid in order to reduce energy bills and give customers more control over their energy use. This will be accomplished through a Distributed System Platform (DSP) operated by the utilities. The Framework Order also requires utilities to improve their ongoing energy efficiency programs and sets the stage for continued development of innovative products and services that will benefit energy consumers.

## Ongoing Efforts:

Much work has been done since the Framework Order was issued and efforts are ongoing. Some of the key elements underway are as follows:

- NYS electric utilities filed demonstration projects in July designed to guide DSP functionalities and determine customer responses to programs and prices associated with future DSP markets. The demonstration projects have been reviewed by DPS Staff (Staff) and implementation efforts are underway.
- Staff and NYSERDA issued a Large Scale Renewable Options paper on June 1, 2015 for public comment. A separate proceeding was instituted on this topic and a technical conference was held on July 8, 2015.
- Staff issued a proposed Benefit Cost framework for comment on July 1, 2015.
- On July 15, 2015, the utilities filed Efficiency Transition Implementation Plans for sustaining and expanding utility energy efficiency programs.
- Staff issued a White Paper on Ratemaking and Utility Business Models for public comment on July 28, 2015. The White Paper sets forth proposals related to the ratemaking issues, including the utility business model and earnings opportunities, the ratemaking process, and rate design.
- The Market Design and Platform Technology working group issued a final report on August 18, 2015. This report is intended to provide guidance to the utilities in creating their Distributed System Implementation Plans on market design and platform technology issues.
- Utilities are expected to file Distributed System Implementation Plans in 2016.

The Reforming the Energy Vision (REV) Proceeding launched in April 2014 and will continue with implementation activities into 2016 and beyond.



## Stay Connected:

As the work on REV continues, further public comment and input will be sought. Interested persons can visit the REV web page at [www.dps.ny.gov](http://www.dps.ny.gov) to check on the status of the proceeding. All documents filed by parties, correspondence, hearing transcripts, and documents issued by the Commission are posted on the site under the case number "14-M-0101 Reforming the Energy Vision."

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TRAFFIC COMMISSION  
Village of Port Chester

October 16, 2015

Mayor Pilla and the Board of Trustees  
Village of Port Chester, New York

Dear Mayor Pilla & the Board of Trustees:

At our meeting held October 15, 2015, the Traffic Commission discussed the unsafe conditions on Armett Street where parking is allowed on both sides of the street. Fire Chief Ed Quinn brought this unsafe condition to the attention of the Commission since it is difficult to maneuver emergency vehicles at this location.

On a motion from Charles Geraci and seconded by Andrew Matturro, the Commission recommends the elimination of parking on the south side of Armett Street from Midland Avenue to Grace Church Street and signage to reflect the same.

We appreciate your attention to this matter.

Sincerely,

*Joseph Gianfrancesco*

Joseph Gianfrancesco  
Chairman

Cc: C. Steers  
T. Cerreto

# PUBLIC COMMENTS

# BOARD COMMENTS

**MOTION FOR  
EXECUTIVE  
SESSION**