

VILLAGE OF PORT CHESTER
BOARD OF TRUSTEES
Meeting, Monday, November 16, 2015
Regular Meeting: 7:00 P.M.
PROPOSED EXECUTIVE/CLOSED SESSION 6:00-7:00 P.M.
VILLAGE JUSTICE COURTROOM
 350 North Main Street
 Port Chester, New York
AGENDA

TIME: 6:00 P.M.

I	PROPOSED MOTION FOR EXECUTIVE SESSION	ACTION
1	Legal strategy regarding proposed MTA contract negotiations	
2	Appointment of particular persons to a Bulkhead Steering Committee	
3	Legal strategy regarding Save the Sound litigation	

TIME: 7:00 P.M.

II	PRESENTATION	ACTION
1	Swearing in ceremony for Village Clerk Dave Thomas	
2	Presentation of historical documents to the Village by John Reavis	
3	Presentation of annual Village Financial Audit	
III	PUBLIC HEARINGS	ACTION
1	a Local Law amendment extending the Port Chester Building Permit Amnesty Program	
2	a Local Law amendment the Port Chester Code of Ethics with regard to definitions of gifts and nepotism	
IV	PUBLIC COMMENTS	ACTION
V	RESOLUTIONS	ACTION
1	Appointing Joseph J. Montesano to the Planning Commission	
2	Appointing Robert Reis to the Waterfront Commission	
3	Establishing a Bulkhead Design Steering Committee	
4	Opening Arnett Street for emergency vehicle access	
5	Creating a one way street on Parkway Drive and limiting parking adjacent to crosswalks for pedestrian safety	
6	To authorize the Village Manager to enter into agreement and contract with Westchester County Department of Senior Programs and Services for additional CSE Transportation Services Contract PY 2015-2016	
7	Awarding Bid 2015-12 demolition of 201 Grace Church Street	
	<u>See next page</u>	

8	Authorizing the Village Treasurer to borrow \$101,200 for repairs and replacement of fire house aprons at Fire HQ and Washington Park stations	
9	Authorizing free holiday parking in the downtown	
10	Awarding Bid 2015-13 sewer lining and manhole rehabilitation phase 3	
11	Accepting the election of Edwin Villa, Arrion Mulligan and Donigi Furano to the Port Chester Volunteer Fire Department	
VI	REPORT OF THE VILLAGE MANAGER	ACTION
VII	DISCUSSIONS	ACTION
1	Street Naming Policy	
VIII	CORRESPONDENCE	ACTION
1	From Dwayne Edwards on his resignation from the Board of Ethics	
2	From Mellor Engine & Hose Co. No. 3, Inc. on the election of Edwin Villa of Port Chester to active membership.	
3	From Mellor Engine & Hose Co. No. 3, Inc. on the election of Arrion Mulligan of Bronx, NY to active membership.	
4	From Harry Howard Hook & Ladder Co. No. 1 on the election of Donigi (Gino) Furano to active membership.	
5	From the Port Chester-Rye Brook-Rye Town Chamber of Commerce requesting the authorization of free parking in the downtown for the week of Dec 21-Dec 30 (Holiday Parking)	
6	From Anthony R. Tirone on behalf of Frank Testa, 52 Eldredge Street Realty LLC, petitioning for a rezoning of the property known as 52 Eldredge Street	
IX	MINUTES	
X	PUBLIC COMMENTS AND BOARD COMMENTS	
	PROPOSED MOTION FOR EXECUTIVE SESSION	
1	Village Manager Evaluation	
2	Regarding particular personnel in the Building/Code Enforcement Department	

TIME: _____

**MOTION
FOR
EXECUTIVE SESSION**

PRESENTATION

1

2

3



VILLAGE OF PORT CHESTER, NEW YORK

May 31, 2015 Audit



Village of Port Chester, NY

Products of our audit:

- Our opinion
- Financial statement highlights
- Observations



Village of Port Chester, NY

Auditor Communications:

- Our responsibility under GAAS
- Significant accounting policies
- Significant accounting estimates
- Independence
- Other matters



Drescher and Malecki LLP Auditor's Responsibility

INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Village of Port Chester, New York (the "Village"), as of and for the year ended May 31, 2015, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Village, as of May 31, 2015, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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Drescher and Malecki LLP Opinion

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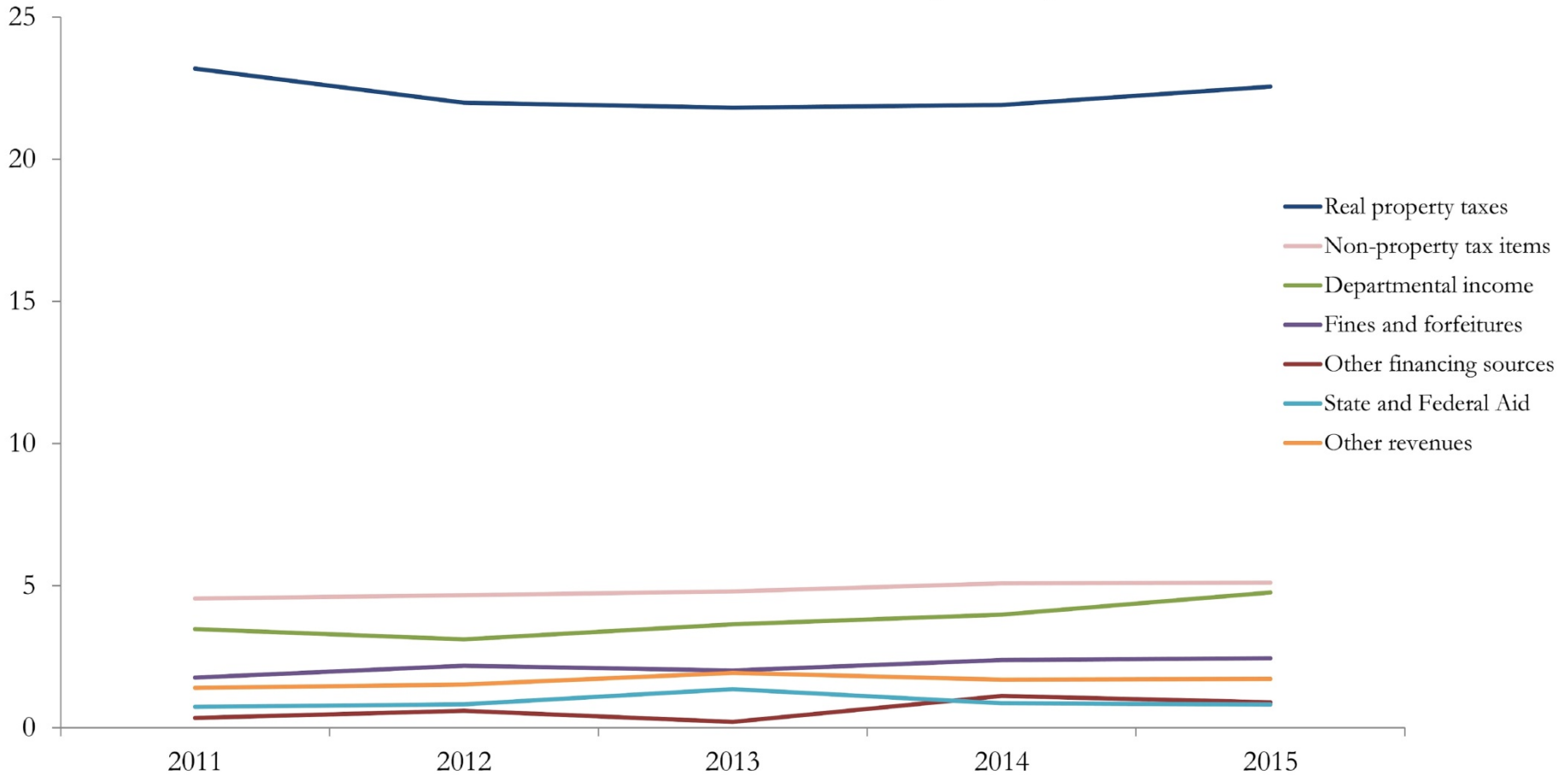
Opinions

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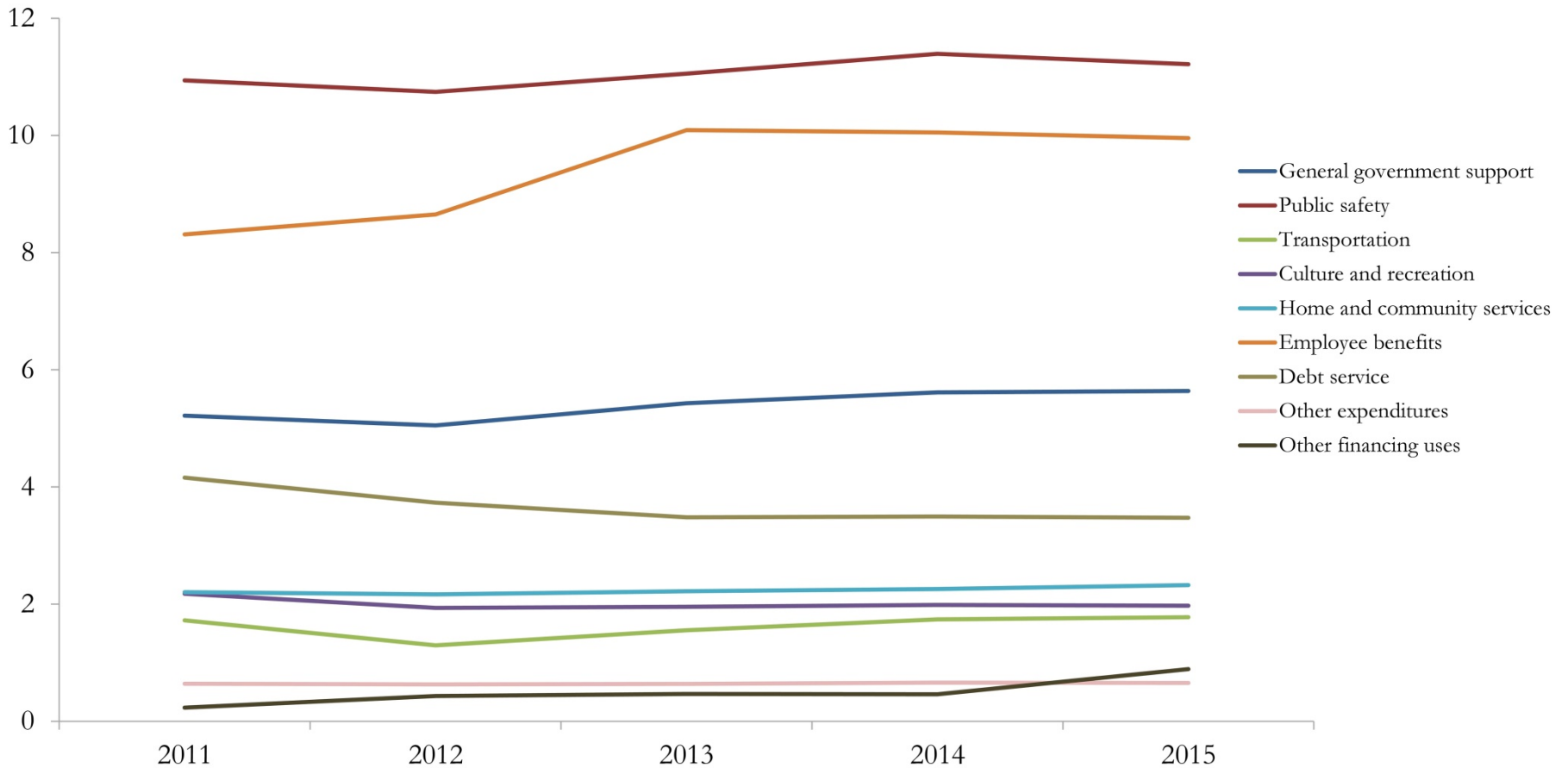
Financial Statement Highlights

Village of Port Chester
General Fund - Revenues and Other Sources (\$ Millions)



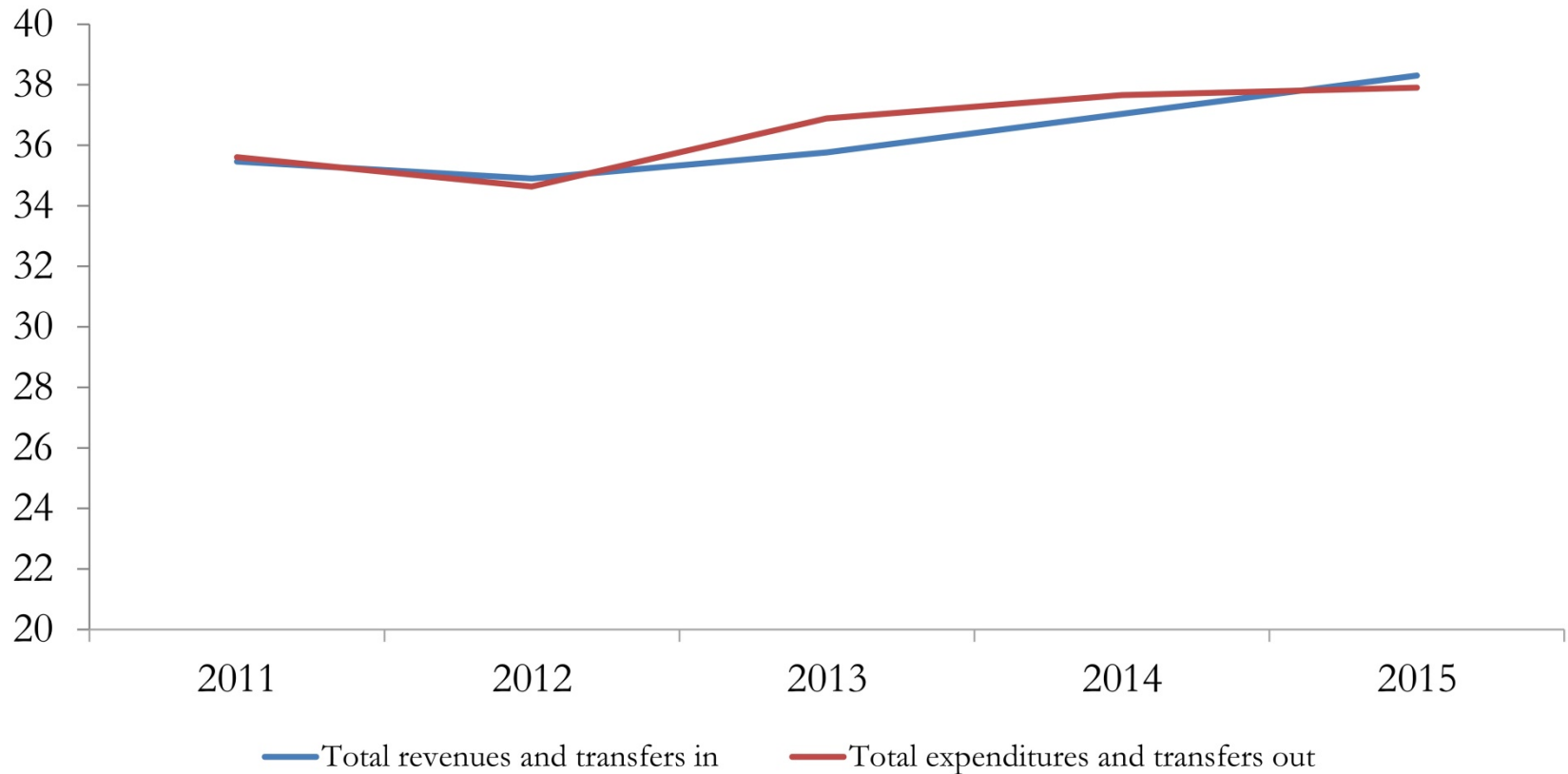
Financial Statement Highlights

Village of Port Chester
General Fund - Expenditures and Other Uses (\$ Millions)



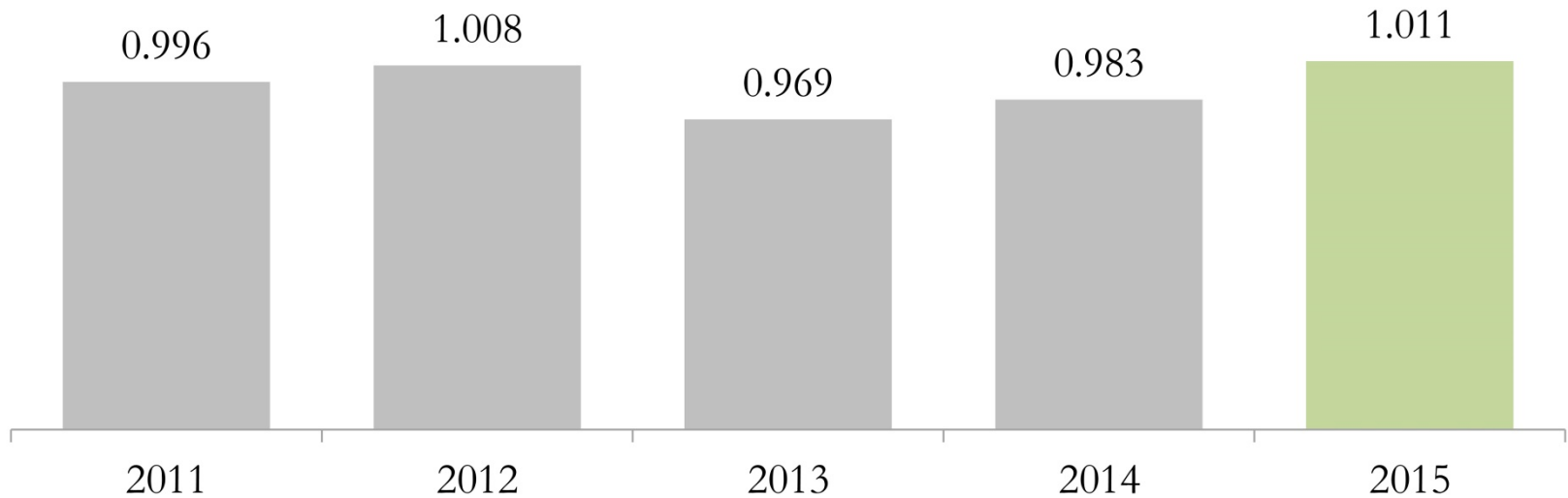
Financial Statement Highlights

Village of Port Chester
General Fund - Revenues and Transfers In vs. Expenditures
and Transfers Out (\$ Millions)



Financial Statement Highlights

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



Financial Statement Highlights

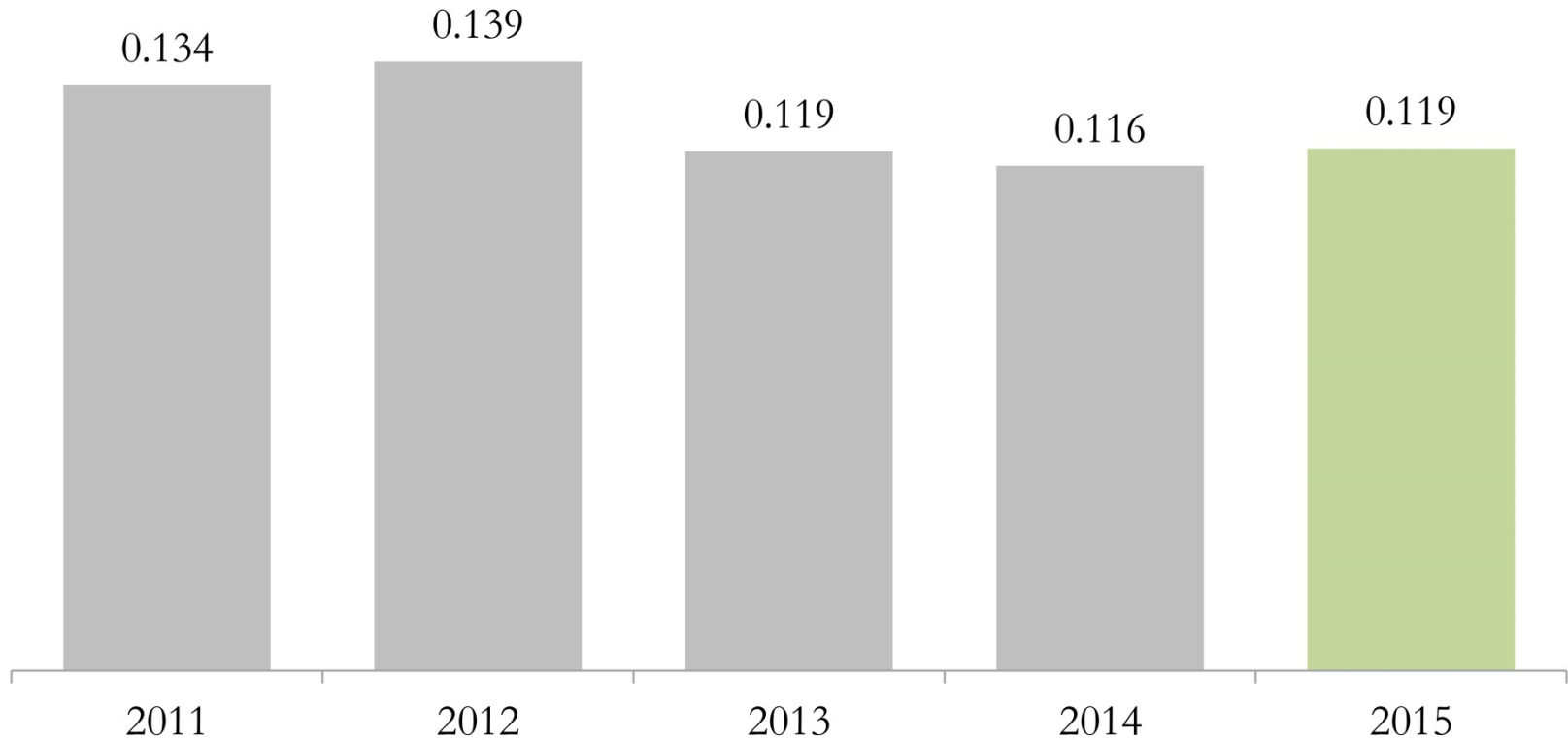
General Fund - Revenues and Transfers In vs. Expenditures and Transfers Out (2014/2015)



*Prior year data

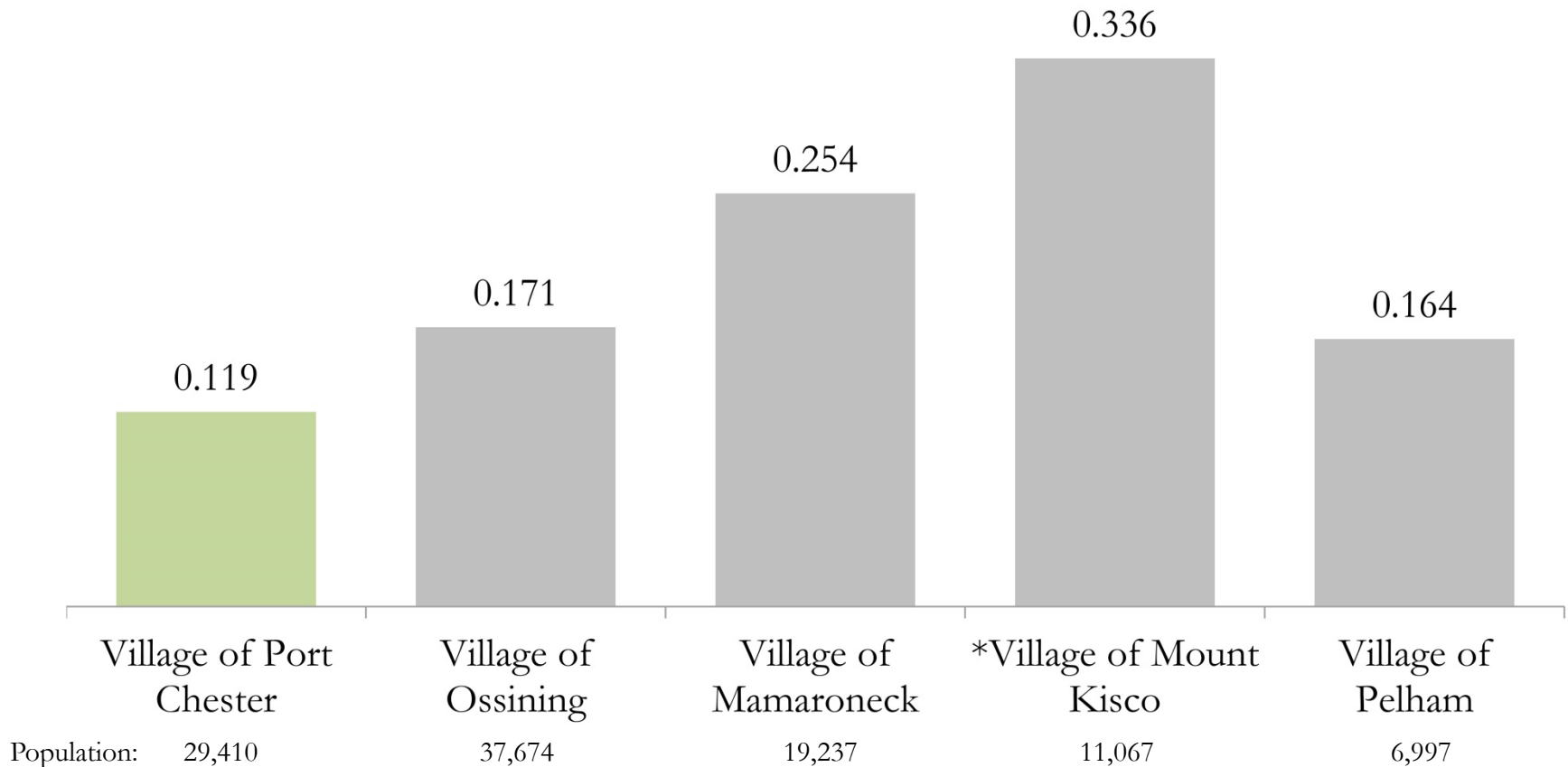
Financial Statement Highlights

Village of Port Chester
Unassigned General Fund Fund Balance to General Fund Expenditures
and Transfers Out Ratio



Financial Statement Highlights

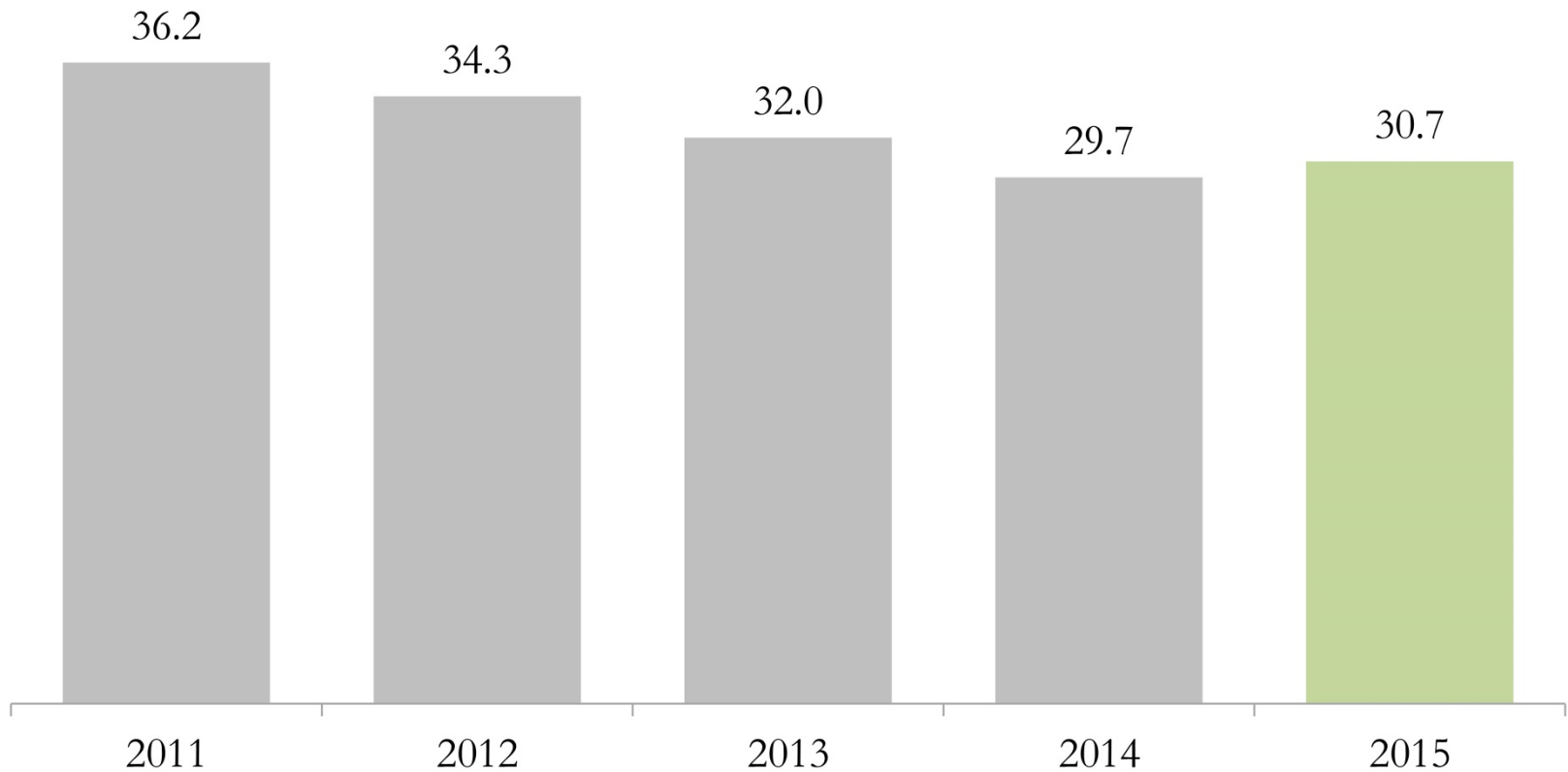
Unassigned General Fund Fund Balance to General Fund Expenditures
and Transfers Out Ratio (2014/2015)



*Prior year data

Financial Statement Highlights

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



Financial Statement Highlights

Governmental - Long-term Bonded Debt Outstanding at Year End
(2014/2015) (\$ Millions)



*Prior year data

Sewer Fund

	May 31,	
	2014	2015
ASSETS		
Cash and cash equivalents	\$ 7,396	\$ 568,605
Receivables	<u>1,328,579</u>	<u>707,673</u>
Total assets	<u>\$ 1,335,975</u>	<u>\$ 1,276,278</u>
LIABILITIES		
Accounts payable	300	38,382
Accrued liabilities	97,609	29,189
Due to other funds	<u>921,442</u>	<u>603,912</u>
Total liabilities	<u>1,019,351</u>	<u>671,483</u>
FUND BALANCES		
Committed	230,984	-
Assigned	<u>85,640</u>	<u>604,795</u>
Total fund balances	<u>316,624</u>	<u>604,795</u>
Total liabilities and fund balances	<u>\$ 1,335,975</u>	<u>\$ 1,276,278</u>

	Year Ended May 31,	
	2014	2015
REVENUES		
Departmental income	\$ 1,335,975	\$ 1,453,859
Use of money and property	-	450
Miscellaneous	<u>-</u>	<u>440</u>
Total revenues	<u>1,335,975</u>	<u>1,454,749</u>
EXPENDITURES		
Home and community services	<u>97,909</u>	<u>266,578</u>
Total expenditures	<u>97,909</u>	<u>266,578</u>
Excess (deficiency) of revenues over expenditures	<u>1,238,066</u>	<u>1,188,171</u>
OTHER FINANCING SOURCES (USES)		
Transfers out	<u>(921,442)</u>	<u>(900,000)</u>
Total other financing sources (uses)	<u>(921,442)</u>	<u>(900,000)</u>
Net change in fund balances	316,624	288,171
Fund balances—beginning	<u>-</u>	<u>316,624</u>
Fund balances—ending	<u>\$ 316,624</u>	<u>\$ 604,795</u>



OBSERVATIONS



**VILLAGE OF PORT CHESTER,
NEW YORK**

*Basic Financial Statements, Required Supplementary
Information and Supplementary Information
for the Year Ended May 31, 2015
and Independent Auditors' Reports*

Draft

Draft

VILLAGE OF PORT CHESTER, NEW YORK
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Year Ended May 31, 2015

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Draft

INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Village of Port Chester, New York (the "Village"), as of and for the year ended May 31, 2015, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Village, as of May 31, 2015, and the

respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and other Required Supplementary Information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The Supplementary Information, as listed in the table of contents, is presented for the purpose of additional analysis and is not a required part of the basic financial statements.

The Supplementary Information, as listed in the table of contents, is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Supplementary Information, as listed in the table of contents, is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 9, 2015 on our consideration of the Village's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control over financial reporting and compliance.

October 9, 2015

VILLAGE OF PORT CHESTER, NEW YORK
Management's Discussion and Analysis
Year Ended May 31, 2015

As management of the Village of Port Chester, New York (the "Village"), we offer readers of the Village's financial statements this narrative overview and analysis of the financial activities of the Village for the fiscal year ended May 31, 2015. This document should be read in conjunction with additional information that we have furnished in the Village's financial statements, which follow this narrative.

Financial Highlights

- The liabilities of the Village's primary government exceeded its assets and deferred outflows of resources at the close of the most recent fiscal year by \$2,356,881 (deficit *net position*). This consists of \$15,046,689 net investment in capital assets and \$1,868,800 restricted for specific purposes, offset by an unrestricted net deficit of \$19,272,370.
- The Village's primary government net position decreased by \$300,661 during the year ended May 31, 2015.
- At the close of the current fiscal year, the Village's governmental funds reported combined ending fund balances of \$8,947,599, an increase of \$1,285,084 in comparison with the prior year's fund balance of \$7,662,515.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$4,528,451, or approximately 11.9 percent of total General Fund expenditures and transfers out. This total amount is available for spending at the Village's discretion and constitutes approximately 59.3 percent of the General Fund's total fund balance of \$7,630,349 at May 31, 2015.
- The Village's total bonded indebtedness increased by \$910,650 as a result of the combination of the issuance of \$3,495,650 serial bonds and scheduled principal payments of \$2,585,000.

Overview of the Financial Statements

The discussion and analysis provided here are intended to serve as an introduction to Village's basic financial statements. The Village's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements—The *government-wide financial statements* are designed to provide readers with a broad overview of the Village's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the Village's assets, deferred outflows of resources, and liabilities, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Village is improving or deteriorating.

The *statement of activities* presents information showing how the Village's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving

rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the Village that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the Village include general government support, public safety, health, transportation, economic assistance and opportunity, home and community services, and interest on long-term debt. The Village does not engage in any business-type activities.

The government-wide financial statements can be found on pages 11-12 of this report.

Fund financial statements—A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Village, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Village can be divided into two categories: governmental funds and fiduciary funds.

Governmental funds—*Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The Village maintains five individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund and Capital Projects Fund, which are considered to be major funds. Data from the other three nonmajor funds are combined into a single aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements in the Supplementary Information section of this report.

The basic governmental fund financial statements can be found on pages 13-16 of this report.

Fiduciary funds—Fiduciary funds are used to account for resources held for the benefit of parties outside the Village. Fiduciary funds are *not* reflected in the government-wide financial statements because the resources of those funds are *not* available to support the Village's own programs. The Village maintains one fiduciary fund, the Agency Fund.

The fiduciary fund financial statement can be found on page 17 of this report.

Notes to the financial statements—The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 18-39 of this report.

Other information—In addition to the basic financial statements and accompanying notes, this report also presents *required supplementary information* concerning the Village’s progress in funding its obligation to provide post-employment benefits to its employees and the Village’s budgetary comparison for the General Fund. Required Supplementary Information and a related note to the required supplementary information can be found on pages 40-42 of this report.

The combining statements referred to earlier in connection with the nonmajor governmental funds are presented as other supplementary information immediately following the required supplementary information in the Supplementary Information section of this report on pages 43-44.

Government-wide Overall Financial Analysis

As noted earlier, net position over time may serve as a useful indicator of a government’s financial position. In the case of the Village’s the primary government, liabilities exceeded assets and deferred outflows of resources by \$2,356,881 at the close of the most recent fiscal year, as compared \$2,056,220 at the close of the fiscal year ended May 31, 2014.

Table 1, shown below, presents a condensed statement of net position compared to the prior year.

Table 1—Condensed Statements of Net Position—Primary Government

	Governmental Activities	
	May 31,	
	2015	2014
Current assets	\$ 15,812,025	\$ 14,702,758
Capital assets	44,751,458	42,653,661
Total assets	<u>60,563,483</u>	<u>57,356,419</u>
Deferred outflows of resources	202,984	223,282
Current liabilities	7,076,850	7,232,522
Noncurrent liabilities	56,046,498	52,403,399
Total liabilities	<u>63,123,348</u>	<u>59,635,921</u>
Net position:		
Net investment in capital assets	15,046,689	14,768,841
Restricted	1,868,800	1,817,506
Unrestricted	<u>(19,272,370)</u>	<u>(18,642,567)</u>
Total net position	<u>\$ (2,356,881)</u>	<u>\$ (2,056,220)</u>

The largest positive portion of the Village’s net position, \$15,046,689, reflects its investment in capital assets (e.g. land, buildings, improvements and equipment), less any related outstanding debt used to acquire those assets. The Village uses these capital assets to provide a variety of services to citizens. Accordingly, these assets are not available for future spending. Although the Village’s investment in capital assets is reported net of related debt, it should be noted that the resources to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the Village's net position, \$1,868,800, represents resources that are subject to external restrictions imposed by creditors, grantors, contributors, or laws and regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation. The remaining balance of net position, \$19,272,370, is considered to be an unrestricted deficit.

Table 2, as presented below, shows the changes in net position for the years ended May 31, 2015 and May 31, 2014.

Table 2—Condensed Statements of Changes in Net Position—Primary Government

	<u>Governmental Activities</u>	
	<u>Year Ended May 31,</u>	
	<u>2015</u>	<u>2014</u>
Program revenues:		
Charges for services	\$ 9,243,886	\$ 8,413,749
Operating grants and contributions	175,185	184,534
Capital grants and contributions	338,348	400,591
General revenues	<u>29,560,944</u>	<u>28,995,906</u>
Total revenues	<u>39,318,363</u>	<u>37,994,780</u>
Program expenses	<u>39,619,024</u>	<u>40,629,628</u>
Change in net position	(300,661)	(2,634,848)
Net position—beginning	<u>(2,056,220)</u>	578,628
Net position—ending	<u>\$ (2,356,881)</u>	<u>\$ (2,056,220)</u>

Overall revenues of the primary government increased 3.5 percent from the prior year, due primarily to increases in charges for services related to developer fees and parking meter fees coupled with increases to general revenues related to property taxes. Total expenses decreased by 2.5 percent from the year ended May 31, 2014, which is primarily attributed to a decrease in public safety for decreased costs related to retirement expenses.

A summary of primary government sources of revenues for the years ended May 31, 2015 and May 31, 2014 is presented below in Table 3.

Table 3—Summary of Sources of Revenues—Primary Government

	<u>Year Ended May 31,</u>		<u>Increase/(Decrease)</u>	
	<u>2015</u>	<u>2014</u>	<u>Dollars</u>	<u>Percent (%)</u>
Charges for services	\$ 9,243,886	\$ 8,413,749	\$ 830,137	9.9
Operating grants and contributions	175,185	184,534	(9,349)	(5.1)
Capital grants and contributions	338,348	400,591	(62,243)	(15.5)
Taxes	28,553,601	27,864,787	688,814	2.5
Use of money and property	9,803	13,774	(3,971)	(28.8)
Miscellaneous	349,756	682,979	(333,223)	(48.8)
State sources—unrestricted	<u>647,784</u>	<u>434,366</u>	<u>213,418</u>	49.1
Total revenues	<u>\$ 39,318,363</u>	<u>\$ 37,994,780</u>	<u>\$ 1,323,583</u>	3.5

The most significant sources of revenues for the primary government for the year ended May 31, 2015 were taxes of \$28,553,601, or 72.6 percent of total revenues, and charges for services of \$9,243,886, or 23.5 percent of total revenues. Similarly, for the year ended May 31, 2014, the most significant sources of revenues for the primary government were taxes of \$27,864,787, or 73.3 percent of total revenues, and charges for services of \$8,413,749, or 22.1 percent of total revenues.

A summary of primary government program expenses for the years ended May 31, 2015 and May 31, 2014 is presented below in Table 4.

Table 4—Summary of Program Expenses—Primary Government

	Year Ended May 31,		Increase/(Decrease)	
	2015	2014	Dollars	Percent (%)
General government support	\$10,198,409	\$10,510,822	\$ (312,413)	(3.0)
Public safety	17,005,633	17,782,743	(777,110)	(4.4)
Health	387,541	397,529	(9,988)	(2.5)
Transportation	3,393,029	3,185,218	207,811	6.5
Economic assistance and opportunity	611,380	625,574	(14,194)	(2.3)
Culture and recreation	3,193,428	3,284,295	(90,867)	(2.8)
Home and community services	3,899,605	3,739,214	160,391	4.3
Interest and other fiscal charges	929,999	1,104,233	(174,234)	(15.8)
Total program expenses	<u>\$39,619,024</u>	<u>\$40,629,628</u>	<u>\$(1,010,604)</u>	(2.5)

The most significant expense items for the primary government for the year ended May 31, 2015 were public safety of \$17,005,633, or 42.9 percent of total expenses, and general government support of \$10,198,409, or 25.7 percent of total expenses. Similarly, for the year ended May 31, 2014, the most significant expense items for the primary government were public safety of \$17,782,743, or 43.8 percent of total expenses, and general government support of \$10,510,822, or 25.9 percent of total expenses.

Financial Analysis of Governmental Funds

As noted earlier, the Village uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds—The focus of the Village’s *governmental funds* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Village’s financing requirements. In particular, *unassigned fund balance* and *fund balance assigned to specific use* in special revenue funds may serve as a useful measure of a government’s net resources available for discretionary use as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the Village itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the Board of Trustees.

At May 31, 2015, the Village’s governmental funds reported combined ending fund balances of \$8,947,599, an increase of \$1,285,084 from the prior year. Excluding the Capital Projects Fund unassigned fund deficit of \$65,066, the Village had fund balances of \$5,383,246, which constitutes *unassigned fund balance* and *assigned to specific use* in special revenue funds, which is available for spending at the Village’s discretion or amounts within special revenue funds that are not restricted or committed. The remainder of fund balance is either *nonspendable*, *restricted*, *committed*, or *assigned to*

indicate that it is: (1) not in spendable form - \$415,532, (2) restricted for particular purposes - \$2,314,845, (3) committed to particular purposes - \$763,406, or (4) assigned for particular purposes - \$135,636.

The General Fund is the chief operating fund of the Village. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$4,528,451, while total fund balance increased to \$7,630,349. As a measure of the General Fund's liquidity, it may be useful to compare both the unassigned fund balance and total fund balance to total General Fund expenditures and transfers out. Unassigned fund balance represents approximately 11.9 percent of total General Fund expenditures and transfers out, while total fund balance represents approximately 20.1 percent of that same amount.

The total fund balance of the Village's General Fund increased by \$402,180 during the current fiscal year. During the annual budget process, the Village anticipated utilizing \$496,264 of fund balance (this included funds appropriated from fund balance, \$369,782; and the re-appropriation of prior year's encumbrances, \$126,482). Thus, as a result of spending less than anticipated, the Village's fund balance ended \$898,444 higher than anticipated.

Due to capital outlay supported primarily by short-term debt during the year ended May 31, 2015, the Village's Capital Projects Fund reported a fund deficit of \$65,066 compared to the prior year's fund deficit of \$320,395. This deficit is anticipated to be remedied once the short-term debt is financed with long-term debt.

At May 31, 2015, the Village's Sewer Fund reports a fund balance of \$604,795, an increase of \$288,171 from the prior year. This total fund balance amount is assigned for the specific use of the fund's sewer operations.

At May 31, 2015, the Village's Debt Service Fund reports a fund balance of \$696,045, an increase of \$289,467 from the prior year; of which \$446,045 is classified as restricted fund balance for the future payment of debt principal and interest and \$250,000 is assigned for specific use of the Debt Service Fund.

At May 31, 2015, the Village's Special Purpose Fund reports a fund balance of \$81,476, an increase of \$49,937 from the prior year. This total fund balance amount is classified as restricted fund balance for certain programs with constraints placed on their use by external parties.

General Fund Budgetary Highlights

The Village's General Fund budget generally contains budget amendments during the year. The budget is allowed to be amended upward (increased) for prior year's encumbrances since the funds were allocated under the previous year's budget, and the Village has appropriately assigned an equal amount of fund balance at year-end for this purpose. Furthermore, the budget is allowed to be amended upward (increased) for additional current year appropriations supported by an increase in budgeted revenues. A budgetary comparison schedule within the Required Supplementary Information section of this report has been provided to demonstrate compliance with their budget.

A summary of the General Fund results of operations for the year ended May 31, 2015 is presented below in Table 5.

Table 5—General Fund Budget

	Budgeted Amounts		Actual	Variance with
	Original	Final		Final Budget
Revenues and other financing sources	\$ 37,314,384	\$ 37,994,518	\$ 38,305,666	\$ 311,148
Expenditures and other financing uses	37,810,648	38,490,782	37,903,486	587,296
Excess (deficiency) of revenues and other financing sources over expenditures and other financing uses	\$ (496,264)	\$ (496,264)	\$ 402,180	\$ 898,444

Original budget compared to final budget—During the year, the Village amended the budget for an \$680,134 increase in estimated revenues and appropriations between the original and final adjusted budget. The majority of increase was attributed to additional departmental revenues and home and community service expenditures associated with developer fees. The increase in appropriations was supported by revenues received in excess of expectations.

Final budget compared to actual results—A review of actual revenues and expenditures compared to the estimated revenues and appropriations in the formal budget yields no significant variances, with the exception of favorable variances of \$375,446 within employee benefits and \$166,277 within home and community services expenditures. These variances are the result of less than anticipated employee benefit expenditures associated with retirement and workers compensation costs and home and community services expenditures associated with contractual planning costs.

Capital Asset and Debt Administration

Capital assets—The Village’s investment in capital assets for its governmental activities as of May 31, 2015, amounted to \$44,751,458 (net of accumulated depreciation). This investment in capital assets includes land, construction in progress, land improvements, buildings and improvements, infrastructure, machinery and equipment, and intangible assets.

All depreciable capital assets were depreciated from acquisition date to the end of the current year as outlined in the Village’s capital asset policy. Similarly, intangible assets are amortized on the basis within the Village’s policy.

Capital assets, net of depreciation for the governmental activities at the years ended May 31, 2015 and May 31, 2014 are presented below in Table 6.

Table 6—Summary of Capital Assets (Net of Accumulated Depreciation)

	May 31,	
	2015	2014
Land	\$ 904,938	\$ 904,938
Construction in progress	6,422,394	3,334,419
Land improvements	3,487,147	3,714,212
Buildings and improvements	14,466,568	15,040,325
Infrastructure	15,154,381	16,107,417
Machinery and equipment	4,013,875	3,216,340
Intangible assets	302,155	336,010
Total	\$ 44,751,458	\$ 42,653,661

Additional information on the Village’s capital assets can be found in Note 4 to the financial statements.

Long-term liabilities—At May 31, 2015, the Village had bonded debt outstanding of \$30,655,650, as compared to \$29,745,000 in the prior year. During the year ended May 31, 2015, the Village issued \$3,495,650 of serial bonds and made scheduled principal payments of \$2,585,000.

A summary of the Village’s long-term liabilities at May 31, 2015 and May 31, 2014 is presented below in Table 7.

Table 7—Summary of Long-Term Liabilities

	May 31,	
	2015	2014
Serial bonds	\$ 30,655,650	\$ 29,745,000
Premiums on serial bonds	301,760	157,994
Compensated absences	4,697,082	4,408,207
OPEB obligation	19,118,724	16,780,000
Judgments and claims	1,273,282	1,312,198
Total	<u>\$ 56,046,498</u>	<u>\$ 52,403,399</u>

Additional information on the Village’s long-term liabilities can be found in Note 10 to the financial statements.

Economic Factors and Next Year’s Budgets and Rates

The unemployment rate, not seasonally adjusted, for the Village of Port Chester, New York at May 31, 2015 was 3.5 percent. This compares favorably to New York State’s average unemployment rate and the national unemployment rate of 5.3 percent.

During the current fiscal year, the Village appropriated \$135,636 of the General Fund’s unassigned fund balance in addition to the use of \$200,000 of restricted fund balance for spending in the Village’s 2015-2016 fiscal year budget. The 2015-2016 adopted budget appropriations total of \$38,913,621 is an approximate increase of 3.3 percent as compared to \$37,684,166 in 2014-2015. The Village’s total tax levy in 2015-2016 is \$22,913,160, which is an approximate increase of 1.6 percent as compared to \$22,550,987 levied during the 2014-2015 year.

Requests for Information

This financial report is designed to provide our citizens, taxpayers, creditors and investors with a general overview of the Village’s finances and to show the Village’s accountability for the money it receives. If you have any questions about this report or need additional financial information, contact the Treasurer’s Office, Village of Port Chester, 222 Grace Church Street, Port Chester, New York 10573.

BASIC FINANCIAL STATEMENTS

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VILLAGE OF PORT CHESTER, NEW YORK
Statement of Net Position
May 31, 2015

	Primary Government	Component Unit
	Governmental Activities	Industrial Development Agency
ASSETS		
Cash and cash equivalents	\$ 5,166,360	\$ 376,319
Restricted cash and cash equivalents	7,022,199	-
Receivables	1,390,825	-
Intergovernmental receivables	1,779,121	-
Due from Agency Fund	37,988	-
Prepaid items	415,532	3,000
Capital assets not being depreciated	7,327,332	-
Capital assets, net of accumulated depreciation/amortization	37,424,126	-
Total assets	60,563,483	379,319
DEFERRED OUTFLOWS OF RESOURCES		
Deferred charge on refunding	202,984	-
Total deferred outflows of resources	202,984	-
LIABILITIES		
Accounts payable	1,119,887	5,835
Retainages payable	229,946	-
Accrued liabilities	725,795	-
Intergovernmental payables	477,680	-
Bond anticipation notes payable	4,075,000	-
Unearned revenue	448,542	-
Noncurrent liabilities:		
Due within one year	3,120,695	-
Due within more than one year	52,925,803	-
Total liabilities	63,123,348	5,835
NET POSITION		
Net investment in capital assets	15,046,689	-
Restricted for:		
Workers' compensation	1,672,614	-
Liability claims	114,710	-
Special Purpose Fund	81,476	-
Unrestricted	(19,272,370)	373,484
Total net position	\$ (2,356,881)	\$ 373,484

The notes to the financial statements are an integral part of this statement.

VILLAGE OF PORT CHESTER, NEW YORK
Statement of Activities
Year Ended May 31, 2015

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expense) Revenue and Changes in Net Position</u>	
		<u>Charges for Services</u>	<u>Operating</u>	<u>Capital</u>	<u>Primary Governmental Activities</u>	<u>Component Unit Industrial Development Agency</u>
			<u>Grants and Contributions</u>	<u>Grants and Contributions</u>		
Primary government:						
Governmental activities:						
General government support	\$ 10,198,409	\$ 2,408,548	\$ 30,794	\$ 49,937	\$ (7,709,130)	\$ -
Public safety	17,005,633	4,441,741	24,480	3,948	(12,535,464)	-
Health	387,541	18,976	-	-	(368,565)	-
Transportation	3,393,029	91,485	-	239,051	(3,062,493)	-
Economic assistance and opportunity	611,380	-	-	-	(611,380)	-
Culture and recreation	3,193,428	423,221	-	-	(2,770,207)	-
Home and community services	3,899,605	1,859,915	119,911	45,412	(1,874,367)	-
Interest and other fiscal charges	929,999	-	-	-	(929,999)	-
Total primary government	<u>\$ 39,619,024</u>	<u>\$ 9,243,886</u>	<u>\$ 175,185</u>	<u>\$ 338,348</u>	<u>(29,861,605)</u>	<u>-</u>
Component unit:						
Industrial Development Agency	\$ 116,372	\$ -	\$ 176,550	\$ -		60,178
Total component unit	<u>\$ 116,372</u>	<u>\$ -</u>	<u>\$ 176,550</u>	<u>\$ -</u>		<u>60,178</u>
General revenues:						
					28,553,601	-
					9,803	376
					349,756	-
					647,784	-
					<u>29,560,944</u>	<u>376</u>
					(300,661)	60,554
					<u>(2,056,220)</u>	<u>312,930</u>
					<u>\$ (2,356,881)</u>	<u>\$ 373,484</u>

1The notes to the financial statements are an integral part of this statement.

VILLAGE OF PORT CHESTER, NEW YORK
Balance Sheet—Governmental Funds
May 31, 2015

	<u>General</u>	<u>Capital Projects</u>	<u>Total Nonmajor Funds</u>	<u>Total Governmental Funds</u>
ASSETS				
Cash and cash equivalents	\$ 4,597,755	\$ -	\$ 568,605	\$ 5,166,360
Restricted cash and cash equivalents	1,787,324	4,842,836	392,039	7,022,199
Receivables	679,875	3,277	707,673	1,390,825
Intergovernmental receivables	1,773,371	5,750	-	1,779,121
Due from other funds	641,900	-	385,482	1,027,382
Prepaid items	415,532	-	-	415,532
Total assets	<u>\$ 9,895,757</u>	<u>\$ 4,851,863</u>	<u>\$ 2,053,799</u>	<u>\$ 16,801,419</u>
LIABILITIES				
Accounts payable	\$ 841,149	\$ 240,356	\$ 38,382	\$ 1,119,887
Retainages payable	-	229,946	-	229,946
Accrued liabilities	484,182	-	29,189	513,371
Intergovernmental payables	477,680	-	-	477,680
Due to other funds	200,000	185,482	603,912	989,394
Bond anticipation notes payable	-	4,075,000	-	4,075,000
Unearned revenue	262,397	186,145	-	448,542
Total liabilities	<u>2,265,408</u>	<u>4,916,929</u>	<u>671,483</u>	<u>7,853,820</u>
FUND BALANCES (DEFICIT)				
Nonspendable	415,532	-	-	415,532
Restricted	1,787,324	-	527,521	2,314,845
Committed	763,406	-	-	763,406
Assigned	135,636	-	854,795	990,431
Unassigned	4,528,451	(65,066)	-	4,463,385
Total fund balances (deficit)	<u>7,630,349</u>	<u>(65,066)</u>	<u>1,382,316</u>	<u>8,947,599</u>
Total liabilities and fund balances (deficit)	<u>\$ 9,895,757</u>	<u>\$ 4,851,863</u>	<u>\$ 2,053,799</u>	<u>\$ 16,801,419</u>

The notes to the financial statements are an integral part of this statement.

VILLAGE OF PORT CHESTER, NEW YORK
Reconciliation of the Balance Sheet—Governmental Funds
to the Government-wide Statement of Net Position
May 31, 2015

Amounts reported for governmental activities in the statement of net position (page 11) are different because:

Total fund balances (deficit)—governmental funds (page 13)		\$ 8,947,599
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. The cost of the assets is \$72,276,596 and the accumulated depreciation is \$27,525,138.		44,751,458
Deferred charge on refunding is a deferred outflow of resources and recognized as a component of interest expense in the government-wide statements over the life of the related debt.		202,984
Net accrued interest expense for serial bonds is not reported in the funds.		(212,424)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds. The effects of these items are:		
Serial bonds	\$ (30,655,650)	
Premiums on serial bonds	(301,760)	
Compensated absences	(4,697,082)	
Other post-employment benefits obligation	(19,118,724)	
Judgments and claims	<u>(1,273,282)</u>	<u>(56,046,498)</u>
Net position of governmental activities		<u>\$ (2,356,881)</u>

The notes to the financial statements are an integral part of this statement.

VILLAGE OF PORT CHESTER, NEW YORK
Statement of Revenues, Expenditures, and Changes in
Fund Balances (Deficit)—Governmental Funds
Year Ended May 31, 2015

	<u>General</u>	<u>Capital Projects</u>	<u>Total Nonmajor Funds</u>	<u>Total Governmental Funds</u>
REVENUES				
Real property taxes	\$ 22,554,486	\$ -	\$ -	\$ 22,554,486
Real property tax items	895,612	-	-	895,612
Non-property tax items	5,103,503	-	-	5,103,503
Departmental income	4,759,850	-	1,453,859	6,213,709
Use of money and property	224,927	-	3,852	228,779
Licenses and permits	368,219	-	-	368,219
Fines and forfeitures	2,442,922	-	-	2,442,922
Miscellaneous	233,178	75,000	54,311	362,489
State aid	725,806	242,999	-	968,805
Federal aid	97,163	45,412	-	142,575
Total revenues	<u>37,405,666</u>	<u>363,411</u>	<u>1,512,022</u>	<u>39,281,099</u>
EXPENDITURES				
Current:				
General government support	5,638,403	-	-	5,638,403
Public safety	11,216,403	-	-	11,216,403
Health	261,723	-	-	261,723
Transportation	1,776,077	-	-	1,776,077
Economic assistance and opportunity	393,583	-	-	393,583
Culture and recreation	1,971,818	-	-	1,971,818
Home and community services	2,325,764	-	266,578	2,592,342
Employee benefits	9,954,226	-	-	9,954,226
Debt service:				
Principal	2,585,000	-	-	2,585,000
Interest and other fiscal charges	889,556	-	-	889,556
Capital outlay	-	4,394,665	-	4,394,665
Total expenditures	<u>37,012,553</u>	<u>4,394,665</u>	<u>266,578</u>	<u>41,673,796</u>
Excess (deficiency) of revenues over expenditures	<u>393,113</u>	<u>(4,031,254)</u>	<u>1,245,444</u>	<u>(2,392,697)</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	900,000	790,933	100,000	1,790,933
Transfers out	(890,933)	-	(900,000)	(1,790,933)
Serial bond proceeds	-	3,495,650	-	3,495,650
Premium on serial bonds	-	-	182,131	182,131
Total other financing sources (uses)	<u>9,067</u>	<u>4,286,583</u>	<u>(617,869)</u>	<u>3,677,781</u>
Net change in fund balances (deficit)	402,180	255,329	627,575	1,285,084
Fund balances (deficit)—beginning	<u>7,228,169</u>	<u>(320,395)</u>	<u>754,741</u>	<u>7,662,515</u>
Fund balances (deficit)—ending	<u>\$ 7,630,349</u>	<u>\$ (65,066)</u>	<u>\$ 1,382,316</u>	<u>\$ 8,947,599</u>

The notes to the financial statements are an integral part of this statement.

VILLAGE OF PORT CHESTER, NEW YORK
Reconciliation of the Statement of Revenues, Expenditures, and Changes in
Fund Balances (Deficit)—Governmental Funds to the Government-wide Statement of Activities
Year Ended May 31, 2015

Amounts reported for governmental activities in the statement of activities (page 12) are different because:

Net change in fund balances (deficit)—total governmental funds (page 15) \$ 1,285,084

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation expense in the current period.

Capital asset additions, net of transfers	\$ 4,593,876	
Loss on disposal of assets	(1,101)	
Depreciation expense	<u>(2,494,978)</u>	2,097,797

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds. (20,298)

In the statement of activities, interest expense is recognized as it accrues, regardless of when it is paid. (20,145)

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. Additionally, in the statement of activities, certain operating expenses are measured by the amounts earned during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used (essentially, the amounts actually paid). The net effect of these differences in the treatment of long-term debt and the related items is as follows:

Repayment of serial bonds	\$ 2,585,000	
Proceeds from serial bonds issuance	(3,495,650)	
Premium on serial bonds issuance	(158,129)	
Amortization of bond premiums	14,363	
Change in compensated absences	(288,875)	
Change in other post-employment benefits obligation	(2,338,724)	
Change in judgments and claims	<u>38,916</u>	<u>(3,643,099)</u>

Change in net position of governmental activities \$ (300,661)

The notes to the financial statements are an integral part of this statement.

VILLAGE OF PORT CHESTER, NEW YORK
Statement of Net Position—Agency Fund
May 31, 2015

	<u>Agency Fund</u>
ASSETS	
Cash and cash equivalents	\$ 1,152,692
Total assets	<u>\$ 1,152,692</u>
LIABILITIES	
Temporary withholdings liabilities	\$ 1,114,704
Due to other funds	<u>37,988</u>
Total liabilities	<u>\$ 1,152,692</u>

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The notes to the financial statements are an integral part of this statement.

VILLAGE OF PORT CHESTER, NEW YORK
Notes to the Financial Statements
Year Ended May 31, 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the Village of Port Chester, New York (the “Village”) have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to governmental units. The Governmental Accounting Standards Board (the “GASB”) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the Village’s accounting policies are described below.

Description of Government-wide Financial Statements

The government-wide financial statements (i.e., statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government. All fiduciary activities are reported only in the fund financial statements. *Governmental activities*, which are normally supported by taxes, intergovernmental revenues, and other nonexchange transactions, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges to external customers for support. The Village reports no business-type activities. Likewise, the primary government is reported separately from the legally separate *component unit* for which the primary government is financially accountable.

Reporting Entity

The Village was established pursuant to an act of the New York State Legislature in 1868. The Village operates under a Board of Trustees form of government in accordance with its Charter and the various other applicable laws of the State of New York. The Village Board of Trustees is the legislative body responsible for overall operation. The Village Manager is the Chief Administrative Officer and Chief Executive Officer, where the power is not entrusted with the Mayor, and the Village Treasurer serves as the Chief Financial Officer. The Village provides the following services to its residents: public safety, health, transportation, economic opportunity and development, culture and recreation, home and community services and general and administrative support.

Independently elected officials of the Village include the Mayor and Trustees (6).

Units of local government which operate within the boundaries of the Village are the County of Westchester and the Town of Rye. Public education is provided by the Port Chester-Rye Union Free School District.

The accompanying financial statements present the primary government and its component unit. The discretely presented component unit is reported in a separate column in the government-wide financial statements to emphasize that it is legally separate from the Village.

Discretely Presented Component Unit—The component unit column in the government-wide financial statements includes the financial data of the Village’s discretely presented component unit.

The Village of Port Chester Industrial Development Agency (“Agency”) is a public benefit corporation created by State legislation to promote the economic welfare, recreation opportunities and prosperity of the Village’s inhabitants. Members of the Agency are appointed by Board of

Trustees. Agency members have complete responsibility for management of the Agency and accountability for fiscal matters. The Village is not liable for Agency bonds or notes. The governing board of the Agency serves at the pleasure of the Village Board and, therefore, the Village is considered able to impose its will on the Agency. Since the Agency does not provide services entirely or almost entirely to the Village of Port Chester, the financial statements of the Agency have been reflected as a discretely presented component unit.

Basis of Presentation – Government-wide Financial Statements

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds. Separate financial statements are provided for governmental funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements.

As discussed earlier, the Village has one discretely presented component unit. While the Agency is not considered to be a major component unit, it is nevertheless shown in a separate column in the government-wide financial statements.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments and charges between the Village's various functions. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Basis of Presentation – Fund Financial Statements

The fund financial statements provide information about the Village's funds. Separate statements for each fund category—governmental and fiduciary—are presented. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as nonmajor funds.

The Village reports the following major governmental funds:

- *General Fund*—The General Fund constitutes the primary operating fund of the Village and includes all operations not required to be recorded in other funds. The principal source of revenue for the General Fund is real property taxes.
- *Capital Projects Fund*—The Capital Projects Fund is used to account for financial resources to be used for the acquisition and construction of major capital facilities. The principal sources of revenue and financing for the Capital Projects Fund are federal and state grants, bond proceeds and transfers in.

The Village also reports the following nonmajor governmental funds:

- *Sewer Fund*—The Sewer Fund is used to record all revenues and expenditures related to operation and maintenance of the Village's sewer operations. The principal source of revenue for the Sewer Fund is sewer rent.
- *Debt Service Fund*—The Debt Service Fund is used to account for the accumulation of resources that are restricted, committed, or assigned for the payment of principal and interest on long-term obligations of governmental funds.

- *Special Purpose Fund*—The Special Purpose Fund is used to account for special projects or programs supported created for the benefit of the Village, generally funded through gifts and donations.

Additionally, the Village reports the following fund type:

Fiduciary Funds—These funds are used to account for assets held by the Village in a trustee capacity or as an agent for individuals, private organizations, other governmental units, and/or other funds. Trust funds account for resources received and disbursements made in accordance with trust agreements or applicable legislative enactments for each particular fund. Fiduciary funds include the *Agency Fund*.

- *Agency Fund*—The Agency Fund is used to account for assets held by the Village as an agent for individuals, private organizations, and/or other governmental units.

During the course of operations the Village has activity between funds for various purposes. Any residual balances outstanding at year-end are reported as due from/to other funds and advances to/from other funds. While these balances are reported in the fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities are eliminated so that only the net amount is included as internal balances in the governmental activities column.

Further, certain activity occurs during the year involving transfers of resources between funds. In the fund financial statements these amounts are reported at gross amounts as transfers in/out. While reported in the fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column.

Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Village considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, except for sewer billings which are considered revenues once bills are issued. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. General capital asset

acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, non-property taxes, charges for services provided, and state and federal aid associated with the current fiscal period are all considered susceptible to accrual and have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period of availability. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements are met and amount is received during the period of availability. All other revenue items are considered to be measurable and available only when cash is received by the Village.

The Agency Fund has no measurement focus, but utilizes the *accrual basis of accounting* for reporting its assets and liabilities.

Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

Cash, Cash Equivalents and Investments—The Village’s cash, cash equivalents and investments consist of cash on hand, demand deposits, time deposits and short-term, highly liquid investments with original maturities of three months or less from the date of acquisition. New York State law governs the Village’s investment policies. Permissible investments include obligations of the United States Treasury, United States Agencies, repurchase agreements and obligations of New York State or its localities. The Village had no investments at May 31, 2015; however, when the Village does have investments they are recorded at fair value based on quoted market value.

Restricted Cash and Cash Equivalents—Restricted cash represents unspent proceeds of debt and amounts to support restricted fund balances.

Prepaid Items—Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenses/expenditures when consumed rather than when purchased.

Capital Assets—Capital assets, which include land, construction in progress, land improvements, buildings and improvements, infrastructure, machinery and equipment, and intangible assets, are reported in the government-wide financial statements. Capital assets are defined by the Village as assets with an initial individual cost of more than an established threshold for the type of asset and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost. The reported value excludes normal maintenance and repairs, which are essentially amounts spent in relation to capital assets that do not increase the capacity or efficiency of the item or increase its estimated useful life. Donated capital assets are recorded at estimated fair market value of the item at the date of its donation. Major outlays for capital assets and improvements are capitalized as projects are completed.

Land and construction in progress are not depreciated. The other property, plant, equipment, and infrastructure of the primary government are depreciated and intangible assets amortized using the straight line method over the following estimated useful lives:

	Estimated Useful Life (Years)
Land improvements	10-50
Buildings and improvements	20-50
Infrastructure	25-50
Machinery and equipment	5-10
Intangible assets	10

The *capital outlays* character classification is employed only for expenditures reported in the Capital Projects Fund. Routine capital expenditures in the General Fund and other governmental funds are included in the appropriate functional category (for example, the purchase of a new police vehicle included as part of *expenditures—public safety*). At times, amounts reported as *capital outlays* in the Capital Projects Fund will also include non-capitalized, project-related costs (for example, furnishings).

Deferred Outflows/Inflows of Resources—In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. At May 31, 2015, the Village reported deferred outflows of resources in the amount of \$202,984, which represent a deferred charge on serial bond refunding.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. At May 31, 2015, the Village does not have any items that qualify for reporting in this category.

Net Position Flow Assumptions—Sometimes the Village will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted-net position and unrestricted-net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Village’s policy to consider restricted-net position to have been depleted before unrestricted-net position is applied.

Fund Balance Flow Assumptions—Sometimes the Village will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Village’s policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Balance Policies—Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The Village itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the Village’s highest level of decision-making authority. The Board of Trustees is the highest level of decision-making authority for the Village that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the Village for specific purposes, but do not meet the criteria to be classified as committed. The Board of Trustees has by resolution authorized the Village Manager to assign fund balance. The Board may also assign fund balance, as it does when appropriating fund balance to cover a gap between estimated revenues and appropriations in the subsequent year’s appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

Revenues and Expenses/Expenditures

Program Revenues—Amounts reported as *program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

Property Taxes—The Village real property taxes are levied annually on June 1. On November 1, all unpaid taxes are sent to the Town of Rye to be re-levied on the Town tax bill. The Town assumes enforcement responsibility for all uncollected taxes. The Village will receive the full amount of such taxes within the year of levy.

Unearned Revenue—Certain revenues have not met the revenue recognition criteria for government-wide or fund financial purposes. At May 31, 2015, the Village reported \$262,397 and \$186,145 of unearned revenue in the General Fund and Capital Projects Fund, respectively. The Village received cash in advance related to prepaid fees for programs and grants but has not performed the services and therefore recognizes a liability.

Compensated Absences—The Village labor agreements and Village rules and regulations provide for sick leave, vacations, and other miscellaneous paid absences. Upon retirement, certain eligible employees qualify for paid hospitalization insurance premiums and/or payment for fractional values of unused sick leave. These payments are budgeted annually without accrual.

Pensions—Nearly all Village employees are members of various New York State retirement systems. The Village is invoiced annually by the systems for its share of the costs.

Other

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

Adoption of New Accounting Pronouncements—During the year ended May 31, 2015, the Village implemented GASB Statements No. 67, *Financial Reporting for Pension Plans—an amendment of GASB Statement No. 25*, No. 69, *Government Combinations and Disposals of Government Operations*, and No. 70, *Accounting and Financial Reporting for Nonexchange Financial Guarantees*. The objective of GASB Statement No. 67 is to improve financial reporting by state and local governmental pension plans. This Statement replaces GASB Statement No. 25 and Statement No. 50. The objective of GASB Statement No. 69 is to establish accounting and financial reporting standards related to government combinations and disposals of government operations. The objective of GASB Statement No. 70 is to improve financial reporting by state and local governments that extend and receive nonexchange financial guarantees. GASB Statements No. 67, 69, and 70 did not have a material impact on the Village’s financial position or results from operations.

Future Impacts of Accounting Pronouncements—The Village has not completed the process of evaluating the impact that will result from adopting GASB Statements No. 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27*, No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date—an amendment of GASB Statement No. 68*, effective for the fiscal year ending May 31, 2016, No. 72, *Fair Value Measurement and Application*, No. 73, *Accounting and Financial Reporting for Pensions and Related Assets that Are Not within the Scope of GASB Statement 68*, and *Amendments to Certain Provisions of GASB Statements 67 and 68*, No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*, and No. 77, *Tax Abatement Disclosures*, effective for the fiscal year ending May 31, 2017, No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, effective for the fiscal year ending May 31, 2018, and No. 75, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, effective for the fiscal year ending May 31, 2019. The Village is, therefore, unable to disclose the impact that adopting GASB Statements No. 68, 71, 72, 73, 74, 75, 76 and 77 will have on its financial position and results of operations when such statements are adopted.

Stewardship, Compliance and Accountability

Legal Compliance—Budgets

Budgets and Budgetary Accounting—Through the budget, the Village Board of Trustees sets the direction of the Village, allocates its resources and establishes its priorities. The annual budget assures the efficient and effective uses of the Village’s economic resources, as well as establishing that the highest priority objectives are accomplished.

The annual budget serves from June 1 to May 31, and is a vehicle that accurately and openly communicates these priorities to the community, businesses, vendors, employees and other public agencies. Additionally, it establishes the foundation of effective financial planning by providing resource planning, performance measures and controls that permit the evaluation and adjustment of the Village’s performance.

The Village generally follows these procedures in establishing the budgetary data reflected in the financial statements:

- On or before March 20th, the budget officer submits to the Village Clerk a “tentative” operating budget for the following fiscal year to commence on June 1st. This budget includes the proposed expenditures and means of financing.
- The Board of Trustees, on or before March 31st, meets to discuss and review the tentative budget. The Board of Trustees conducts a public hearing on the tentative budget to obtain taxpayer comments on or before April 15th. After the public hearing and on or before May 1st, the Trustees meet to consider and adopt the budget.
- The Village Board has established legal control on the budget at the function level of expenditures. Transfers between appropriation accounts, at the function level, require approval by the Village Manager. Any modifications to appropriations resulting from increases in revenue estimates or supplemental reserve appropriations also require a majority vote by the Board.
- Appropriations in the General Fund lapse at the end of the fiscal year, except that outstanding encumbrances are reappropriated in the succeeding year.

Deficit Fund Balances—At May 31, 2015, the Capital Projects Fund, a major fund, has a deficit fund balance of \$65,066. The primary reason for the deficit in this case is that the Village issued bond anticipation notes (“BANs”), which do not qualify for treatment as a long-term liability. Accordingly, the BANs are reported as a fund liability in the Capital Projects Fund balance sheet (rather than an inflow on the statement of revenues, expenditures, and changes in fund balances). When the cash from the BANs is spent, expenditures are reported and fund balance is reduced. Since the BANs are the main source of resources for the fund, the result is an overall fund deficit. This deficit will be remedied as resources are obtained (e.g., from revenues, long-term debt issuances, and transfers in) to make the scheduled debt service principal and interest payments on the BANs or retire the BANs.

2. CASH, CASH EQUIVALENTS, AND INVESTMENTS

The Village’s investment policies are governed by State statutes. Village monies must be deposited in FDIC-insured commercial banks or trust companies located within New York State. The Village is authorized to use demand accounts and certificates of deposit. Permissible investments include obligations of the U.S. Treasury and U.S. Agencies, repurchase agreements, and obligations of New York State or its localities.

Collateral is required for demand deposit accounts, time deposit accounts and certificates of deposit at 100% of all deposits not covered by Federal deposit insurance. The Village has entered into custodial agreements with the various banks which hold their deposits. These agreements authorize the obligations that may be pledged as collateral. Obligations that may be pledged as collateral are outlined in Chapter 623 of the laws of the State of New York. Cash and cash equivalents at May 31, 2015 are shown below:

	Governmental Funds	Fiduciary Fund	Total
Petty cash (uncollateralized)	\$ 1,150	\$ -	\$ 1,150
Deposits	12,187,409	1,152,692	13,340,101
Total	<u>\$ 12,188,559</u>	<u>\$ 1,152,692</u>	<u>\$ 13,341,251</u>

Deposits—All deposits are carried at fair value, and are classified by custodial credit risk at May 31, 2015 as follows:

	Bank Balance	Carrying Amount
FDIC insured	\$ 1,250,000	\$ 1,250,000
Uninsured:		
Collateral held by pledging bank's agent in the Village's name	<u>12,832,460</u>	<u>12,090,101</u>
Total	<u>\$ 14,082,460</u>	<u>\$ 13,340,101</u>

Custodial Credit Risk—Deposits—Custodial credit risk is the risk that in the event of a bank failure, the Village’s deposits may not be returned to it. As noted above, by State statute all deposits in excess of FDIC insurance coverage must be collateralized. At May 31, 2015, the Village’s deposits were either FDIC insured or collateralized with securities held by the pledging bank’s agent in the Village’s name.

Restricted Cash and Cash Equivalents—The Village reports unspent proceeds of debt and amounts to support restricted fund balances as restricted cash and cash equivalents. At May 31, 2015, the Village reported \$7,022,199 of restricted cash within its governmental funds.

Investments—The Village had no investments at May 31, 2015.

Interest Rate Risk—In accordance with its investment policy, the Village manages exposures by limiting investments to low risk type investments governed by New York State statutes.

Port Chester Industrial Development Agency

The Agency’s investment policies are governed by New York State statutes. There were no investments at May 31, 2015. All deposits are carried at fair value.

Cash and cash equivalents are as follows:

	Bank Balance	Carrying Amount
FDIC insured	<u>\$ 376,319</u>	<u>\$ 376,319</u>

3. RECEIVABLES

Major revenues accrued by the Village at May 31, 2015 include:

Receivables—Represents primarily sewer billings receivable and other miscellaneous amounts due from other individuals and agencies. Receivables at May 31, 2015 are as follows:

General Fund:		
Village court	\$ 220,347	
Building department	26,140	
Electric reimbursements	88,657	
Franchise fees	62,393	
Other	<u>282,338</u>	\$ 679,875
Capital Projects Fund:		
Other		3,277
Sewer Fund:		
Sewer billings		<u>707,673</u>
Total governmental funds		<u>\$ 1,390,825</u>

Intergovernmental Receivables—Represents amounts due from other units of government, such as Federal, New York State and other local governments. Intergovernmental receivables at May 31, 2015 are:

General Fund:		
Sales tax	\$ 1,048,582	
Property tax receivable	553,372	
Mortgage tax receivable	140,653	
Library	3,132	
Other	<u>27,632</u>	\$ 1,773,371
Capital Projects Fund:		
Department of Environmental Conservation		<u>5,750</u>
Total governmental funds		<u>\$ 1,779,121</u>

4. CAPITAL ASSETS

Capital asset activity for governmental activities for the year ended May 31, 2015 was as follows:

	Balance 6/1/2014	Increases	Decreases	Balance 5/31/2015
Capital assets, not being depreciated:				
Land	\$ 904,938	\$ -	\$ -	\$ 904,938
Construction in progress	<u>3,334,419</u>	<u>4,394,665</u>	<u>1,306,690</u>	<u>6,422,394</u>
Total capital assets, not being depreciated	<u>4,239,357</u>	<u>4,394,665</u>	<u>1,306,690</u>	<u>7,327,332</u>
Capital assets, being depreciated/amortized:				
Land improvements	5,660,571	-	-	5,660,571
Buildings and improvements	20,191,529	8,000	-	20,199,529
Infrastructure	22,990,580	19,599	-	23,010,179
Machinery and equipment	14,546,237	1,478,302	323,227	15,701,312
Intangible assets	<u>377,673</u>	<u>-</u>	<u>-</u>	<u>377,673</u>
Total capital assets, being depreciated/amortized	<u>63,766,590</u>	<u>1,505,901</u>	<u>323,227</u>	<u>64,949,264</u>
Less accumulated depreciation/amortization for:				
Land improvements	1,946,359	227,065	-	2,173,424
Buildings and improvements	5,151,204	581,757	-	5,732,961
Infrastructure	6,883,163	972,635	-	7,855,798
Machinery and equipment	11,329,897	679,666	322,126	11,687,437
Intangible assets	<u>41,663</u>	<u>33,855</u>	<u>-</u>	<u>75,518</u>
Total accumulated depreciation/amortization	<u>25,352,286</u>	<u>2,494,978</u>	<u>322,126</u>	<u>27,525,138</u>
Total capital assets, being depreciated/amortized, net	<u>38,414,304</u>	<u>(989,077)</u>	<u>1,101</u>	<u>37,424,126</u>
Governmental activities capital assets, net	<u>\$ 42,653,661</u>	<u>\$ 3,405,588</u>	<u>\$ 1,307,791</u>	<u>\$ 44,751,458</u>

Depreciation expense was charged to the functions and programs of governmental activities as follows:

Governmental activities:	
General government support	\$ 397,169
Public safety	676,416
Transportation	876,542
Economic assistance and opportunity	29,070
Culture and recreation	277,973
Home and community services	<u>237,808</u>
Total	<u>\$ 2,494,978</u>

5. ACCRUED LIABILITIES

Accrued liabilities reported by governmental funds at May 31, 2015, were as follows:

	General Fund	Sewer Fund	Total Governmental Funds
Salary and employee benefits	\$ 484,182	\$ -	\$ 484,182
Sewer transition and maintenance fees	-	29,189	29,189
Total	<u>\$ 484,182</u>	<u>\$ 29,189</u>	<u>\$ 513,371</u>

6. PENSION PLANS

Plan Description—The Village participates in the New York State and Local Employees’ Retirement System (“ERS”), the New York State and Local Police and Fire Retirement System (“PFRS”) and the Public Employees’ Group Life Insurance Plan (the “Systems”). These are cost-sharing multiple-employer retirement systems. The Systems provide retirement benefits as well as death and disability benefits. Obligations of employers and employees to contribute and benefits to employees are governed by the New York State Retirement and Social Security Law (the “NYSRSSL”). As set forth in the NYSRSSL, the Comptroller of the State of New York (the “Comptroller”) serves as sole trustee and administrative head of the Systems. The Comptroller shall adopt and may amend rules and regulations for the administration and transactions of the business of the Systems and for the custody and control of their funds. The Systems issue a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to the New York State and Local Retirement System, 110 State Street, Albany, NY 12244.

Funding Policy—The Systems are noncontributory, except for employees who joined the ERS after July 27, 1976 who contribute three percent (3%) of their salary for the first ten years of membership, and employees who joined on or after January 10, 2010 (ERS) who generally contribute three percent (3%) of their salary for their entire length of service. Those joining after April 1, 2012 (Tier 6) are required to contribute a percentage ranging from three percent (3%) to six percent (6%), based on salary. Under the authority of the NYSRSSL, the Comptroller annually certifies the actuarially determined rates expressly used in computing the employers’ contributions based on salaries paid during the Systems’ fiscal year ending March 31st.

The Village is required to contribute at an actuarially determined rate. The required contributions per the New York State and Local Retirement Systems invoices for the current year and two preceding years were as follows:

Year Ended May 31,	ERS	PFRS
2015	\$ 1,071,230	\$ 1,794,850
2014	1,268,465	2,095,616
2013	947,949	2,224,525

Legislation requires participating employers to make payments on a current basis. The Village’s contributions made to the Systems were equal to 100 percent of the contributions required for each year, and the Village has not bonded or amortized any of the excess amounts.

7. OTHER POST-EMPLOYMENT BENEFITS (“OPEB”) OBLIGATION

Plan Description—In addition to providing pension benefits, the Village provides health insurance coverage and/or payment for fractional values of unused sick leave to eligible retired employees. The various collective bargaining agreements stipulate the employees covered and the percentage of contribution. Contributions by the Village may vary according to length of service. The cost of providing post-employment benefits is shared between the Village and the retired employee. Substantially all of the Village’s employees may become eligible for these benefits if they reach normal retirement age while working for the Village. The cost of retiree health care benefits is recognized as an expenditure/payable as claims are paid.

Funding Policy—The employer’s funding policy is to contribute the current annual premium (net of employee contributions) for all retired participants (i.e., pay-as-you-go). Current New York State law prohibits municipalities from pre-funding retiree medical benefit obligations in a Trust.

The Village’s annual other post-employment benefits (“OPEB”) cost is calculated based on the annual required contributions (“ARC”) of the employer, an amount actuarially determined in accordance with the parameters of GASB. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost each year and amortize any unfunded actuarial liability over a period not to exceed thirty years.

The table presented below shows the components of the Village’s annual OPEB cost for the past two years, the amount contributed to the plan, and the changes in the Village’s net OPEB obligation.

	Year Ended May 31,	
	2015	2014
Annual required contribution ("ARC")	\$ 3,550,124	\$ 5,390,000
Interest on net OPEB obligation	755,100	600,000
Adjustment to ARC	117,880	(780,000)
Annual OPEB cost (expense)	4,423,104	5,210,000
Contributions made	(2,084,380)	(1,780,000)
Increase in net OPEB obligation	2,338,724	3,430,000
Net OPEB obligation—beginning	16,780,000	13,350,000
Net OPEB obligation—ending	<u>\$ 19,118,724</u>	<u>\$ 16,780,000</u>

Funding Status and Funding Progress—As of May 31, 2015, calculations were based on plan data as of June 1, 2014 and financial data as of May 31, 2015. The actuarial accrued liability for benefits was \$64,623,195, all of which was unfunded. The covered payroll (annual payroll of active employees covered by the plan) was \$14,700,000, and the ratio of the unfunded actuarial accrued liability to the covered payroll was 4.40%.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

The Village's schedule of contributions for the most recent three years is shown below:

Year Ended May 31,	Annual OPEB Cost	Contributions Made	Percentage Contributed
2015	\$ 4,423,104	\$ 2,338,724	52.9%
2014	5,210,000	1,780,000	34.2%
2013	5,000,000	1,830,000	36.6%

The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of the plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

Actuarial Methods and Assumptions—Calculations are based on the types of benefits provided under the terms of the substantive plan, the plan as understood by the employer and the plan members, at the time of the valuation and on the pattern of cost sharing between the employer and plan members. Calculations reflect a long-term perspective, so methods and assumptions used include techniques that are designed to reduce short-term volatility.

In the June 1, 2014 actuarial valuation, the projected unit credit method was used. The actuarial assumptions included a valuation date of June 1, 2014 and measurement date of May 31, 2015. The expected investment rate of return on employer's assets is 4.5%. The rate is based on the projected long-term earning rate of the assets expected to be available to pay benefits. Since the Village does not currently segregate funding for these benefits, the appropriate rate is the expected return on the employer's assets. RP-2000 Mortality Table for males and females is used for mortality rates. The rates of decrement due to retirement is based on the most recent decrement tables from the New York State Employees' Retirement System (ERS) and the New York State Police and Fire Retirement System (PFRS). The assumed rates of increase in health care vary from 5.0% to 8.0. The unfunded actuarial accrued liability is being amortized over 30 years on a level dollar open basis, therefore the remaining amortization period at May 31, 2015 was twenty-three years.

8. RISK MANAGEMENT

The Village is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; injuries to employees; and natural disasters. The Village purchases commercial insurance to cover such potential risks. There have not been any significant changes in any type of insurance coverage from the prior year, nor have there been any settlements which have exceeded insurance coverage in the past three fiscal years.

The primary general liability insurance policy of the Village is limited to \$1,000,000 per occurrence and \$2,000,000 in aggregate, with specific policy coverage for fire damage limited to \$50,000, medical expense limited to \$5,000, personal and advertising injury limited to \$1,000,000, and bodily injury at a \$50,000 deductible. The Village carries an umbrella liability policy at an aggregate limit of \$20 million over the underlying primary policies. The Village's workers compensation and employer's liability policies include coverage for accident and disease limited to \$100,000 per accident and \$500,000 for total disease at \$100,000 per employee. In addition, the Village holds specific policy coverage at various limits for crime, professional liability, law enforcement, accident and health, business auto, inland marine, and commercial property.

9. SHORT-TERM DEBT

Liabilities for bond anticipation notes (“BANs”) are generally accounted for in the Capital Projects Fund. Principal payments on BANs must be made annually. State law requires that BANs issued for capital purposes be converted to long-term obligations within five years after the original issue date. The following is a summary of the Village’s short-term debt for the fiscal year ended May 31, 2015:

Description	Interest Rate	Maturity Date	Balance 6/1/2014	Issues	Redemptions	Balance 5/31/2015
Capital Projects Fund:						
Various capital projects	1.00%	2/25/2015	\$ 4,215,000	\$ -	\$ 4,215,000	\$ -
Various capital projects	1.00%	2/24/2016	-	4,075,000	-	4,075,000
Total			<u>\$ 4,215,000</u>	<u>\$ 4,075,000</u>	<u>\$ 4,215,000</u>	<u>\$ 4,075,000</u>

10. LONG-TERM LIABILITIES

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position.

In the fund financial statements, governmental funds recognize bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources, while discounts on debt issuances are reported as other financing uses. Further, the unmatured principal of general long-term debt does not require current appropriation and expenditure of governmental fund financial resources.

The Village’s outstanding long-term liabilities include serial bonds, compensated absences, other post-employment benefits (“OPEB”) obligation, and judgments and claims. The bonds payable of the Village are secured by its general credit and revenue raising powers, as per State statute.

A summary of changes in the Village’s long-term debt at May 31, 2015 follows:

	Balance 6/1/2014	Additions	Reductions	Balance 5/31/2015	Due Within One Year
Serial bonds	\$ 29,745,000	\$ 3,495,650	\$ 2,585,000	\$ 30,655,650	\$ 2,795,650
Premiums on serial bonds	157,994	158,129	14,363	301,760	26,527
Bonds payable	29,902,994	3,653,779	2,599,363	30,957,410	2,822,177
Compensated absences	4,408,207	1,554,111	1,265,236	4,697,082	234,854
OPEB obligation	16,780,000	4,423,104	2,084,380	19,118,724	-
Judgments and claims	1,312,198	1,626,128	1,665,044	1,273,282	63,664
Total	<u>\$ 52,403,399</u>	<u>\$ 11,257,122</u>	<u>\$ 7,614,023</u>	<u>\$ 56,046,498</u>	<u>\$ 3,120,695</u>

Serial Bonds—The Village issues general obligation bonds to provide funds for the acquisition, construction, and renovation of major capital facilities. Serial bonds have been issued for governmental activities. General obligation bonds are direct obligations and pledge the full faith and credit of the government. These bonds generally are issued as serial bonds with equal amounts of principal maturing each year with maturities that range from 5 to 20 years.

On February 24, 2015, the Village issued \$3,495,650 in serial bonds. The bonds were issued at a premium of \$158,129. The interest rate on these bonds ranges from 1.00 percent to 5.00 percent and the bonds will mature on February 15, 2028.

Principal is paid annually, interest is paid semi-annually and are recorded in the General Fund. A summary of additions and reductions for the year ended May 31, 2015 is shown below:

Purpose	Original Issue	Interest Rate (%)	Year of Issue/ Maturity	Balance 6/1/2014	Additions	Reductions	Balance 5/31/2015
Various	\$ 3,712,500	3.83	2004-2015	\$ 230,000	\$ -	\$ 230,000	\$ -
Various	5,100,000	3.96	2005-2016	490,000	-	240,000	250,000
Various	3,096,000	4.00	2006-2026	2,350,000	-	140,000	2,210,000
Various	6,569,000	3.75	2007-2024	4,845,000	-	350,000	4,495,000
Various	2,348,081	4.25	2008-2028	1,955,000	-	110,000	1,845,000
Brody settled claim	483,000	2.50	2009-2015	100,000	-	100,000	-
Various	3,756,000	3.49	2009-2026	3,150,000	-	215,000	2,935,000
Various	3,485,000	3.00	2011-2021	2,500,000	-	330,000	2,170,000
Various	6,975,000	2.00-3.00	2012-2025	6,500,000	-	755,000	5,745,000
Various	2,405,000	2.00-3.30	2012-2025	2,325,000	-	40,000	2,285,000
Various	5,300,000	2.00-3.00	2014-2026	5,300,000	-	75,000	5,225,000
Various	3,495,650	1.00-5.00	2015-2028	-	3,495,650	-	3,495,650
Total				<u>\$ 29,745,000</u>	<u>\$ 3,495,650</u>	<u>\$ 2,585,000</u>	<u>\$ 30,655,650</u>

Prior Year's Bond Refunding—On April 15, 2014, the Village issued \$5,300,000 in refunding bonds, which partially refunded the previously issued Series 2004A and Series 2005B public improvement bonds. The bonds were issued at a premium of \$157,994 and included \$114,712 of issuance costs. The Village deposited \$5,343,282 with an escrow agent and as a result, the portions of original Series 2004A and 2005B bonds are considered refunded and the liability of these bonds, \$1,925,000 and \$3,195,000, respectively, have been removed from the financial statements. The refunded bonds produced a net present value debt service savings of approximately \$382,122. The difference between the reacquisition price and the amount refunded, \$223,282, was reported as a deferred outflow of resources and will be amortized over the life of the refunding issuance. At May 31, 2015, the deferred outflow of resources had a balance of \$202,984.

Amortization of Bond Premiums—As noted above, on February 24, 2015, the Village issued serial bonds totaling \$3,495,650 and received a premium of \$158,129. The premium is being amortized on a straight-line basis over the life of the bond, which matures on February 15, 2028. The entire premium was unamortized as of May 31, 2015. In addition, on April 15, 2014, the Village issued bonds totaling \$5,300,000 and received a premium of \$157,994. The premium is being amortized on a straight-line basis over the life of the bond, which matures on August 15, 2025. The unamortized premium as of May 31, 2015 was \$143,631.

Compensated Absences—As described in Note 1, the Village records the value of compensated absences. The annual budgets of the operating funds provide funding for these benefits as they become payable. The liability for compensated absences at May 31, 2015 amounts to \$4,697,082, of which \$234,854 has been included within the current portion of long-term debt. Since payment of compensated absences is dependent upon many factors, the timing of future payments is not readily determinable.

OPEB Obligation—As explained in Note 7, the Village provides health insurance coverage for certain retirees. The Village’s annual other post-employment benefit (“OPEB”) cost is calculated based on the annual required contributions of the employer, an amount actuarially determined in accordance with the parameters of GASB. The long-term OPEB liability is estimated to be \$19,118,724 as of May 31, 2015.

Judgments and Claims—As further explained in Note 16, the Village records the liabilities for workers’ compensation and general liability claims in the government-wide financial statements. The long-term liability is estimated to be \$1,273,282 as of May 31, 2015, of which management estimates \$63,664 due within one year.

The following is a maturity schedule of the Village’s indebtedness:

Year ending May 31,	Serial Bonds	Premiums on Serial Bonds	Compensated Absences	OPEB Obligation	Judgments and Claims	Total
2016	\$ 2,795,650	\$ 26,527	\$ 234,854	\$ -	\$ 63,664	\$ 3,120,695
2017	2,870,000	26,527	-	-	-	2,896,527
2018	2,955,000	26,527	-	-	-	2,981,527
2019	3,030,000	26,527	-	-	-	3,056,527
2020	3,105,000	26,527	-	-	-	3,131,527
2021-2025	13,370,000	132,636	-	-	-	13,502,636
2026-thereafter	2,530,000	36,489	4,462,228	19,118,724	1,209,618	27,357,059
	<u>\$ 30,655,650</u>	<u>\$ 301,760</u>	<u>\$ 4,697,082</u>	<u>\$ 19,118,724</u>	<u>\$ 1,273,282</u>	<u>\$ 56,046,498</u>

Interest requirements on serial bonds payable are as follows:

Year	Interest
2016	\$ 884,794
2017	812,217
2018	731,464
2019	651,405
2020	563,754
2021-2025	1,478,764
2026-thereafter	126,436
Total	<u>\$ 5,248,833</u>

11. NET POSITION AND FUND BALANCE

The government-wide financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted and unrestricted.

- **Net Investment in Capital Assets**—This category groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction or improvement of these assets reduce the balance in this category. A reconciliation of the Village’s governmental activities net investment in capital assets can be found on the following page.

Capital assets, net of accumulated depreciation	\$ 44,751,458
Less: related debt	
Serial bonds	(29,531,900)
Bond anticipation notes	(4,075,000)
Unspent debt proceeds	4,000,907
Unamortized bond premiums	(301,760)
Deferred charge on refunding	<u>202,984</u>
Net investment in capital assets	<u>\$ 15,046,689</u>

- **Restricted Net Position**—This category represents external restrictions imposed by creditors, grantors, contributors, or laws and regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.
- **Unrestricted Net Position**—This category represents net position of the Village not restricted for any project or other purpose.

In the fund financial statements, nonspendable amounts represent net current financial resources that cannot be spent because they are either not in spendable form or legally or contractually required to be maintained intact. Nonspendable fund balance maintained by the Village at May 31, 2015 includes:

- **Prepaid Items**—Represents amounts prepaid to the retirement system and the Village’s workers’ compensation administrator that are applicable to future accounting periods. The General Fund reports \$415,532 of nonspendable fund balance at May 31, 2015.

In the fund financial statements, restricted fund balances are amounts constrained to specific purposes (such as grants, bondholders, and higher levels of government) through constitutional provisions or by enabling legislation. Restricted fund balance maintained by the Village at May 31, 2015 includes:

	General Fund	Debt Service Fund	Special Purpose Fund	Total Restricted
Workers' compensation	\$ 1,672,614	\$ -	\$ -	\$ 1,672,614
Liability claims	114,710	-	-	114,710
Debt service	-	446,045	-	446,045
Special Purpose Fund	-	-	<u>81,476</u>	<u>81,476</u>
Total	<u>\$ 1,787,324</u>	<u>\$ 446,045</u>	<u>\$ 81,476</u>	<u>\$ 2,314,845</u>

- **Restricted for Workers’ Compensation**—Represents funds accumulated for workers’ compensation claims, which are not anticipated to be funded through the Village’s operating budget.
- **Restricted for Liability Claims**—Represents resources accumulated to pay for claims, actions or judgments against the Village that result from personal injuries or property damage.

- **Restricted for Debt Service**—Represents resources that have been legally restricted for principal and interest payments that will be made in future periods.
- **Restricted for Special Purpose Fund**—Represents amounts that report the difference between assets and liabilities of the certain programs with constraints placed on their use by either external parties and/or statute.

In the fund financial statements, commitments are amounts that are subject to a purpose constraint imposed by a formal action of the Village’s highest level of decision-making authority. At May 31, 2015, the Village reported the following commitments:

- **Committed for Debt Service**—Represents amounts, \$201,338, within the General Fund set aside for future payments on the Village’s indebtedness.
- **Committed for Encumbrances**—Represents amounts, \$562,068, in the General Fund related to unperformed (executory) contracts for goods and services.

In the fund financial statements, assignments are not legally required segregations but are segregated for a specific purpose by the Village at May 31, 2015 and include:

	General Fund	Sewer Fund	Debt Service Fund	Total Assigned
Subsequent year's expenditures	\$ 135,636	\$ -	\$ -	\$ 135,636
Specific use:				
Sewer Fund	-	604,795	-	604,795
Debt Service Fund	-	-	250,000	250,000
Total	<u>\$ 135,636</u>	<u>\$ 604,795</u>	<u>\$ 250,000</u>	<u>\$ 990,431</u>

- **Assigned to Subsequent Year’s Expenditures**—Represents available fund balance being appropriated to meet expenditure requirements in the 2015-2016 fiscal year.
- **Assigned to Specific Use**—Represents fund balance within the special revenue funds that is assigned for a specific purpose. The assignment’s purpose relates to each fund’s operations and represents amounts within funds that are not restricted or committed.

If the Village must use funds for emergency expenditures the Board of Trustees shall authorize the Village Manager to expend funds first from funds classified under GASB as nonspendable (if funds become available) then restricted funds. The use of committed and assigned funds as classified by GASB will occur after the exhaustion of available restricted funds. Finally, if no other fund balances are available, the Village will use unassigned fund balance.

12. INTERFUND BALANCES AND ACTIVITY

Interfund receivables and payables are short-term in nature and exist because of temporary advances or payments made on behalf of other funds. The composition of interfund balances as of May 31, 2015 is as follows:

Fund	Interfund	
	Receivable	Payable
Governmental funds:		
General Fund	\$ 641,900	\$ 200,000
Capital Projects Fund	-	185,482
Sewer Fund	-	603,912
Debt Service Fund	<u>385,482</u>	<u>-</u>
Total governmental funds	<u>1,027,382</u>	<u>989,394</u>
Fiduciary funds:		
Agency Fund	<u>-</u>	<u>37,988</u>
Total	<u>\$ 1,027,382</u>	<u>\$ 1,027,382</u>

The outstanding balances between funds result from payments made on behalf of other funds or temporary advances. All of these balances are expected to be collected/paid within the subsequent year.

The Village made the following transfers during the year ended May 31, 2015:

Fund	Transfers in:			Total
	General Fund	Capital Projects Fund	Debt Service Fund	
Transfers out:				
General Fund	\$ -	\$ 790,933	\$ 100,000	\$ 890,933
Sewer Fund	<u>900,000</u>	<u>-</u>	<u>-</u>	<u>900,000</u>
Total	<u>\$ 900,000</u>	<u>\$ 790,933</u>	<u>\$ 100,000</u>	<u>\$ 1,790,933</u>

Transfers are used primarily to move various fund revenues that the Village must account for in other funds in accordance with budgetary authorizations. Additionally, transfers from certain funds are used to finance various capital projects within the Capital Projects Fund.

13. AGENCY FUND

An agency fund exists for temporary deposit funds. The following is a summary of changes in assets and liabilities for the fiscal year ended May 31, 2015:

	Balance 6/1/2014	Increases	Decreases	Balance 5/31/2015
ASSETS				
Cash and cash equivalents	\$ 1,247,497	\$ 18,022,099	\$ 18,116,904	\$ 1,152,692
Total assets	<u>\$ 1,247,497</u>	<u>\$ 18,022,099</u>	<u>\$ 18,116,904</u>	<u>\$ 1,152,692</u>
LIABILITIES				
Temporary withholdings liabilities	\$ 1,229,947	\$ 18,845,318	\$ 18,960,561	\$ 1,114,704
Accounts payable	-	1,921,241	1,921,241	-
Due to other funds	17,550	17,671,388	17,650,950	37,988
Total liabilities	<u>\$ 1,247,497</u>	<u>\$ 38,437,947</u>	<u>\$ 38,532,752</u>	<u>\$ 1,152,692</u>

14. LABOR RELATIONS

Village employees are represented by three bargaining units, with the balance governed by Board of Trustees rules and regulations. Negotiated contracts are in place through May 31, 2018 for the Port Chester Police Association, and May 31, 2015 for the CSEA Civil Service. The Port Chester Professional Fire Fighters Association has an unsettled contract and is in negotiations as of May 31, 2015.

15. COMMITMENTS

Encumbrances—Encumbrances are commitments related to unperformed (executory) contracts for goods or services (i.e., purchase orders, contracts, and commitments). Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. While all appropriations and encumbrances lapse at year end, valid outstanding encumbrances (those for which performance under the executory contract is expended in the next year) are re-appropriated and become part of the subsequent year's budget pursuant to state regulations.

The Village considers encumbrances to be significant for amounts that are encumbered in excess of \$100,000. As of May 31, 2015, the only significant encumbrance represented a \$384,250 plumbing and heating service contract in the General Fund. The Village had a total of \$562,068 encumbrances outstanding at May 31, 2015, all of which are reported in the General Fund.

16. CONTINGENCIES

Judgments and Claims—The government-wide financial statements reflect the liability for workers' compensation and general liability claims. These amounts are based upon estimates of the ultimate cost of claims (including future claim adjustment expenses) that have been reported, but not settled, and of claims that have been incurred but not reported ("IBNR"). The length of time for which such costs must be estimated varies depending on the coverage involved. Because actual claims costs depend on such complex factors as inflation, changes in doctrines of legal liability and damage awards, the process used in computing claims liabilities does not necessarily result in an exact amount. Claim liabilities are recomputed periodically using a variety of actuarial and statistical

techniques. The variety of techniques produces current estimates that reflect recent settlements, claims frequency and other economic and social factors. A provision for inflation in the calculation of estimated future claims is implicit in the calculation because reliance is placed both on actual historical data that reflects past inflation and other factors that are considered to be appropriate modifiers of past experience. Typically these judgments and claims will be paid out of the General Fund.

An analysis of the activity of unpaid claims liabilities for the past two years is as follows:

	<u>Workers'</u> <u>Compensation</u>	<u>General</u> <u>Liability</u>	<u>Total</u> <u>Judgments</u> <u>and Claims</u>
Balance at June 1, 2014	\$ 977,763	\$ 334,435	\$ 1,312,198
Provision for claims and claims adjustments expenses	1,506,561	119,567	1,626,128
Claims and claims adjustment expenses paid	<u>(1,377,487)</u>	<u>(287,557)</u>	<u>(1,665,044)</u>
Balance at May 31, 2015	<u>\$ 1,106,837</u>	<u>\$ 166,445</u>	<u>\$ 1,273,282</u>

	<u>Workers'</u> <u>Compensation</u>	<u>General</u> <u>Liability</u>	<u>Total</u> <u>Judgments</u> <u>and Claims</u>
Balance at June 1, 2013	\$ 1,217,692	\$ 189,356	\$ 1,407,048
Provision for claims and claims adjustments expenses	1,265,217	235,552	1,500,769
Claims and claims adjustment expenses paid	<u>(1,505,146)</u>	<u>(90,473)</u>	<u>(1,595,619)</u>
Balance at May 31, 2014	<u>\$ 977,763</u>	<u>\$ 334,435</u>	<u>\$ 1,312,198</u>

Litigation—The Village is involved in litigation in the ordinary course of its operations. Various legal actions are pending against the Village. The outcome of these matters is not presently determinable, but in the opinion of management, the ultimate liability will not have a material adverse effect on the financial condition or results of operation of the Village.

Grants—In the normal course of operations, the Village receives grant funds from various Federal and State agencies. These grant programs are subject to audit by agents of the granting authority, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any disallowed expenditures resulting from such audits could become a liability of the governmental funds. While the amount of expenditures, if any, which may be disallowed cannot be determined at this time, management expects any amounts to be immaterial.

17. SUBSEQUENT EVENTS

Management has evaluated subsequent events through October 9, 2015, which is the date the financial statements are available for issuance, and have determined there are no subsequent events that require disclosure under generally accepted accounting principles.

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REQUIRED SUPPLEMENTARY INFORMATION

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VILLAGE OF PORT CHESTER, NEW YORK
Schedule of Funding Progress—Other Post-Employment Benefits Plan
Year Ended May 31, 2015

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability ("AAL")	Unfunded AAL ("UAAL")	Funded Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
As of June 1, 2014	\$ -	\$ 64,623,195	\$ 64,623,195	0.00%	\$ 14,700,000	439.6%
As of June 1, 2013	-	62,360,000	62,360,000	0.00%	15,800,000	394.7%
As of June 1, 2012	-	60,390,000	60,390,000	0.00%	15,480,000	390.1%

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VILLAGE OF PORT CHESTER, NEW YORK
Schedule of Revenues, Expenditures, and Changes in Fund Balance—
Budget and Actual—General Fund
Year Ended May 31, 2015

	<u>Budgeted Amounts</u>		<u>Actual</u> <u>Amounts</u>	<u>Variance with</u> <u>Final Budget</u>
	<u>Original</u>	<u>Final</u>		
REVENUES				
Real property taxes	\$ 22,550,987	\$ 22,550,987	\$ 22,554,486	\$ 3,499
Real property tax items	857,697	857,697	895,612	37,915
Non-property tax items	4,946,000	4,946,000	5,103,503	157,503
Departmental income	4,179,512	4,618,512	4,759,850	141,338
Use of money and property	292,166	292,166	224,927	(67,239)
Licenses and permits	234,167	234,167	368,219	134,052
Fines and forfeitures	2,254,500	2,495,634	2,442,922	(52,712)
Miscellaneous	66,000	66,000	233,178	167,178
State aid	743,617	743,617	725,806	(17,811)
Federal aid	139,738	139,738	97,163	(42,575)
Total revenues	<u>36,264,384</u>	<u>36,944,518</u>	<u>37,405,666</u>	<u>461,148</u>
EXPENDITURES				
Current:				
General government support	5,801,036	5,638,405	5,638,403	2
Public safety	10,997,975	11,216,403	11,216,403	-
Health	275,834	261,723	261,723	-
Transportation	1,620,746	1,776,081	1,776,077	4
Economic assistance and opportunity	393,935	393,583	393,583	-
Culture and recreation	2,031,001	1,977,602	1,971,818	5,784
Home and community services	2,396,574	2,492,041	2,325,764	166,277
Employee benefits	10,075,458	10,329,672	9,954,226	375,446
Debt service:				
Principal	3,163,750	2,585,000	2,585,000	-
Interest and other fiscal charges	1,004,339	929,339	889,556	39,783
Total expenditures	<u>37,760,648</u>	<u>37,599,849</u>	<u>37,012,553</u>	<u>587,296</u>
Excess (deficiency) of revenues over expenditures	<u>(1,496,264)</u>	<u>(655,331)</u>	<u>393,113</u>	<u>1,048,444</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	1,050,000	1,050,000	900,000	(150,000)
Transfers out	(50,000)	(890,933)	(890,933)	-
Total other financing sources (uses)	<u>1,000,000</u>	<u>159,067</u>	<u>9,067</u>	<u>(150,000)</u>
Net change in fund balances*	(496,264)	(496,264)	402,180	898,444
Fund balances—beginning	<u>7,228,169</u>	<u>7,228,169</u>	<u>7,228,169</u>	<u>-</u>
Fund balances—ending	<u>\$ 6,731,905</u>	<u>\$ 6,731,905</u>	<u>\$ 7,630,349</u>	<u>\$ 898,444</u>

* The net change in fund balances was included in the budget as an appropriation (i.e., spenddown) of fund balance and re-appropriation of prior year encumbrances.

The note to the required supplementary information is an integral part of this schedule.

VILLAGE OF PORT CHESTER, NEW YORK
Note to the Required Supplementary Information
Year Ended May 31, 2015

1. BUDGETARY INFORMATION

Budgetary Basis of Accounting—Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the General Fund and Sewer Fund. The Capital Projects Fund is appropriated on a project-length basis. No formal annual budgets are adopted for the Debt Service Fund and Special Purpose Fund. Appropriation limits, where applicable, for the Debt Service Fund and Special Purpose Fund are maintained based on debt schedules, individual grants and donations accepted by the Village. The periods of such grants may vary from the Village's fiscal year.

The appropriated budget is prepared by fund, function, and department. The Village Manager may make transfers of appropriations within a fund. Any modifications to appropriations resulting from increases in revenue estimates or supplemental reserve appropriations require a majority vote by the Village Board. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the functional level.

Appropriations in all budgeted funds lapse at the end of the fiscal year even if they have related encumbrances.

Actual results of operations presented in accordance with GAAP and the Village's accounting policies do not recognize encumbrances and restricted fund balance as expenditures until the period in which the actual goods or services are received and a liability is incurred. Encumbrances are only reported on the balance sheet of the governmental funds included within restricted, committed or assigned fund balance. Significant encumbrances are disclosed in the notes to the financial statements. The General Fund original budget for the year ended May 31, 2015 includes encumbrances from the prior year of \$126,482.

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SUPPLEMENTARY INFORMATION

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VILLAGE OF PORT CHESTER, NEW YORK
Combining Balance Sheet—Nonmajor Governmental Funds
May 31, 2015

	<u>Sewer</u>	<u>Debt Service</u>	<u>Special Purpose</u>	<u>Total Nonmajor Funds</u>
ASSETS				
Cash and cash equivalents	\$ 568,605	\$ -	\$ -	\$ 568,605
Restricted cash and cash equivalents	-	310,563	81,476	392,039
Receivables	707,673	-	-	707,673
Due from other funds	-	385,482	-	385,482
Total assets	<u>\$ 1,276,278</u>	<u>\$ 696,045</u>	<u>\$ 81,476</u>	<u>\$ 2,053,799</u>
LIABILITIES				
Accounts payable	\$ 38,382	\$ -	\$ -	\$ 38,382
Accrued liabilities	29,189	-	-	29,189
Due to other funds	603,912	-	-	603,912
Total liabilities	<u>671,483</u>	<u>-</u>	<u>-</u>	<u>671,483</u>
FUND BALANCES				
Restricted	-	446,045	81,476	527,521
Assigned	604,795	250,000	-	854,795
Total fund balances	<u>604,795</u>	<u>696,045</u>	<u>81,476</u>	<u>1,382,316</u>
Total liabilities and fund balances	<u>\$ 1,276,278</u>	<u>\$ 696,045</u>	<u>\$ 81,476</u>	<u>\$ 2,053,799</u>

VILLAGE OF PORT CHESTER, NEW YORK
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances—
Nonmajor Governmental Funds
Year Ended May 31, 2015

	<u>Sewer</u>	<u>Debt Service</u>	<u>Special Purpose</u>	<u>Total Nonmajor Funds</u>
REVENUES				
Departmental income	\$ 1,453,859	\$ -	\$ -	\$ 1,453,859
Use of money and property	450	3,402	-	3,852
Miscellaneous	440	3,934	49,937	54,311
Total revenues	<u>1,454,749</u>	<u>7,336</u>	<u>49,937</u>	<u>1,512,022</u>
EXPENDITURES				
Current:				
Home and community services	<u>266,578</u>	<u>-</u>	<u>-</u>	<u>266,578</u>
Total expenditures	<u>266,578</u>	<u>-</u>	<u>-</u>	<u>266,578</u>
Excess (deficiency) of revenues over expenditures	<u>1,188,171</u>	<u>7,336</u>	<u>49,937</u>	<u>1,245,444</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	100,000	-	100,000
Transfers out	(900,000)	-	-	(900,000)
Premium on serial bonds	-	182,131	-	182,131
Total other financing sources (uses)	<u>(900,000)</u>	<u>282,131</u>	<u>-</u>	<u>(617,869)</u>
Net change in fund balances	288,171	289,467	49,937	627,575
Fund balances—beginning	<u>316,624</u>	<u>406,578</u>	<u>31,539</u>	<u>754,741</u>
Fund balances—ending	<u>\$ 604,795</u>	<u>\$ 696,045</u>	<u>\$ 81,476</u>	<u>\$ 1,382,316</u>

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

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

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Village of Port Chester, New York (the "Village") as of and for the year ended May 31, 2015, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated October 9, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we do not express an opinion on the effectiveness of the Village's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings as item 2015-001, that we consider to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

The Village's Response to Finding

The Village's response to the finding identified in our audit is described in the accompanying schedule of findings. The Village's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

October 9, 2015

VILLAGE OF PORT CHESTER, NEW YORK
Schedule of Findings
Year Ended May 31, 2015

FINANCIAL STATEMENT FINDINGS SECTION

We consider the deficiency presented below to be a significant deficiency in internal control.

Finding 2015-001—Capital Projects Deficit

Criteria: Appropriate maintenance and review of individual capital projects and fund balances is necessary to produce a reliable and accurate presentation of the Village's financial condition relating to its Capital Projects Fund.

Condition and Context: As in prior years, the Village had capital projects that were in a deficit position. Additionally, there were projects that appeared inactive and had old outstanding purchase orders.

Effect or Potential Effect: The Village is at risk of inappropriately funding deficit capital projects. Additionally, the existence of inactive projects increases the risk of misstatement of the financial statements and the potential misappropriation of assets.

Cause: Capital projects in prior years were not closely monitored and maintained by the Village.

Recommendation: It is recommended that during its review procedures the Village appropriately close out inactive or completed projects.

View of Responsible Officials and Corrective Action Plan: The Village has continued its aggressive review of its active and inactive capital projects to ensure that projects are being monitored, maintained and closed out on a timely basis. The Village has also continued its implementation of a Five (5) Year Comprehensive Plan. During the current fiscal year, the Village has recognized the need for and adopted its first Strategic Plan to identify and ensure the successful completion of specific projects consistent with the adopted Comprehensive Plan

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**AFFIDAVIT OF
PUBLICATION AND
NOTICE OF PUBLICATION**

1



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Attorney

BOT Meeting Date: 11/16/2015

Item Type: Public Hearing

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

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

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

A PUBLIC HEARING TO CONSIDER THE ADVISABILITY OF ADOPTING A LOCAL
 LAW AMENDING THE PORT CHESTER PERMIT AMNESTY PROGRAM

Summary

The Port Chester Permit Amnesty Program was enacted to offer relief to building owners in the Village who may have outstanding building permit and certificate of occupancy issues. The program reduces fees and paperwork required for the obtaining of these documents. The program has been wildly successful helping Hundreds of residents. The board has indicated it's desire to continue the program to allow those who have not filed for amnesty to come forward and do so.

While the program expired in October of 2015, the Building Department has continued to accept applications in anticipation of a coming renewal and extension. Any apps received after the cut off date will be placed at the front of the line in the order they were received.

The new cut off date proposed by this amendment is June 30th, 2016.

Attachments

Proposed Local Law

PUBLIC NOTICE

PUBLIC NOTICE is hereby given that the Board of Trustees hereby schedules a public hearing on Monday, November 16, 2015 at 7:00 P.M., or as soon thereafter at the Port Chester Justice Courtroom, 2nd Floor, 350 North Main Street, Port Chester, New York, to consider the advisability of adopting a local law further extending the permit amnesty program, with the amnesty period set to expire on June 30, 2016.

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

Date: November 6, 2015

/s/ DAVID L. THOMAS
DAVID L. THOMAS
Village Clerk
Village of Port Chester, New York

Local law No. ___ of the Year 2015

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

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

SECTION 1: Purpose and Intent.

Pursuant to Local Law No. 4 of 2012, the prior Board of Trustees adopted an interim local law establishing a permit amnesty program to all properties within the Village of Port Chester under certain terms and conditions. The local law provided for a time period to make application for such amnesty which period has been extended with the last extension being to September 30, 2015.

SECTION 2: Amnesty Period

Section 2 of Local Law No. 4 of 2012 is further modified so that the amnesty period for the Permit Amnesty Program shall hereby be extended from October 1, 2015 with an expiration date of June 30, 2016.

SECTION 3: Effective Date

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

2



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Attorney

BOT Meeting Date: 11/16/2015

Item Type: Public Hearing

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

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

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

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

Summary

Background:

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

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

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

[AM-V20140930](#)

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

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

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

Attachments
Proposed Local Law

PUBLIC NOTICE

PUBLIC NOTICE is hereby given that the Board of Trustees hereby schedules a public hearing on Monday, November 16, 2015 at 7:00 P.M., or as soon thereafter at the Port Chester Justice Courtroom, 2nd Floor, 350 North Main Street, Port Chester, New York, to consider the advisability of adopting a local law that amends the Code of the Village of Port Chester, Chapter 53, "ETHICS", with regard to definitions, gifts and nepotism.

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

Date: November 6, 2015

/s/ DAVID L. THOMAS
DAVID L. THOMAS
Village Clerk
Village of Port Chester, New York

Village of Port Chester, New York

Local Law No. I-___ of the year 2015

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

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

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

SECTION 1: Purpose and Intent

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

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

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

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

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

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

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

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

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

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

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

G. This section does not prohibit the following:

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

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

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

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

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

INTEREST

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

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

RELATIVE

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

...

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

Section 53-17. Nepotism,

Except as otherwise required by law:

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

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

SECTION 5: Severability

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

SECTION 6: Effective Date

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

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

PUBLIC COMMENTS

RESOLUTIONS

1



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Manager

BOT Meeting Date: 11/16/2015

Item Type: Resolution

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

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

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

Appointment of Joseph J. Montesano to the Planning Commission

Summary

Background:

Having been interviewed on November 2nd, the board indicated a desire to vote on a resolution to appoint Mr. Montesano to the Planning Commission. Mr. Montesano's resume was provided to the BOT on that date. He will be taking the seat of Mike Brescia who resigned a seat due to expire on 6/16/2016.

Attachments

Resolution

RESOLUTION

APPOINTMENT OF MEMBER OF THE PLANNING COMMISSION

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

RESOLVED, that Joseph J. Montesano, residing at _____, Port Chester, New York, hereby is appointed as a full member of the Port Chester Planning Commission to fill the seat previously held by Michael Brescio, effective immediately with said term to expire June 16, 2016.

Approved as to form;

Village Attorney

2



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Manager

BOT Meeting Date: 11/16/2015

Item Type: Resolution

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

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

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

Appointment of Robert Reis to the vacant seat on the Waterfront Commission

Summary

Background:

Having been interviewed on November 2nd, the board indicated a desire to vote on a resolution to appoint Mr. Reis to the Waterfront Commission. He will be taking a vacant alternate seat due to expire on 12-02-2017

Attachments

Resolution

RESOLUTION

APPOINTMENT OF MEMBER OF THE WATERFRONT COMMISSION

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

RESOLVED, that Robert Reis, residing at _____, Port Chester, New York, hereby is appointed as a full member of the Port Chester WATERFRONT COMMISSION, effective immediately, and to expire December 2, 2017.

Approved as to form;

Village Attorney

3



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

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

BOT Meeting Date: 11/16/2015

Item Type: Resolution

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

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

Agenda Title

Formation of bulkhead design grant project advisory committee.

Summary

The Dept. of State Local Waterfront Revitalization Program (DOS-LWRP) awarded the village a grant up to \$225,420 on January 9, 2014 for design and construction plans + permits to install a new bulkhead with increased public waterfront access and an activity node. Per the executed contract with DOS, the Village must establish a project advisory committee (PAC) subject to review and approval by the DOS.

In accordance with DOS-LWRP policies, the PAC should be a balanced cross section of 7-10 technical and non-technical individuals purposed to demonstrate both compliance and commitment to DOS goals and objectives. This group may include members of existing village approval bodies, project area landowners, and other non-governmental/community agents. Village staff will serve as liaisons on the PAC. Ultimately, the PAC will work cooperatively with

Boswell Engineering, Village Staff and municipal officials to provide advisory comment regarding the design alternatives.

Attachments

Resolution establishing the Bulkhead Design Grant Project Advisory Committee.

**ESTABLISHING A PROJECT ADVISORY COMMITTEE PURSUANT TO
CONTRACTUAL OBLIGATIONS WITH THE DEPARTMENT OF STATE
REGARDING THE AWARDED BULKHEAD DESIGN GRANT**

NOVEMBER 16, 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, the New York State Department of State (“DOS”) Local Waterfront Revitalization Program (“LWRP”) provides grant funding opportunities for planning initiatives and projects that advance strategies for community and waterfront revitalization; and

WHEREAS, the Village of Port Chester received a grant award from the Department of State Local Waterfront Revitalization Program on January 9, 2014 for up to \$225,420 for design and construction documents plus all permits to fix the failed bulkhead and provide increased public waterfront access established as part of the 2013 Consolidated Funding Application program; and

WHEREAS, the Village entered into a contract (#C1000444) with the Department of State (DOS) in November of 2014 for services as described in ‘Workplan C’ of the executed contract; and

WHEREAS, the Village Board of Trustees retained by resolution on July 6, 2015 Boswell Engineering, Inc. to complete the design and construction documentation and permitting work required by the executed contract; and

WHEREAS, the executed contract requires the Village to establish a project advisory committee (PAC) purposed to demonstrate compliance and commitment to DOS goals and objectives to work alongside village staff and Boswell Engineering, Inc.; and

WHEREAS, the DOS advises this PAC to be a balanced cross section of seven to ten technical and non-technical individuals, including members of existing village approval bodies, project area landowners, and other non-governmental/community agents. The DOS discourages the municipal legislative body from serving as the de facto advisory committee. Now therefore be it

RESOLVED, the Village Board of Trustees hereby establishes the Bulkhead Design Grant Project Advisory Committee to serve through September 2017 and to consist of the following individuals:

<i>Name</i>	<i>Affiliation</i>
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Approved to form:

Village Attorney

ROLL CALL

AYES:

NOES:

ABSENT:

DATE: November 16, 2015

4



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Manager

BOT Meeting Date: 11/16/2015

Item Type: Resolution

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

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

Eliminating Parking on the South Side of Armett Street

Summary

Background:

The Port Chester Traffic Commission has proposed a change to the parking scheme on Armett Street. Having two lanes of parking on that street has led to narrowing of the traffic lane there. In order to permit passing of emergency vehicles and two lanes of parking a street needs 30 feet of width in all areas. Armett Street only features 25 feet. This resolution will allow fire trucks and other emergency vehicles to move up the street as needed. The rules would go into enforcement upon erection of the relevant signs.

Proposed Action

Adopt the Resolution

Attachments
Traffic Commission Resolution Resolution

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

PROHIBITING PARKING AT ALL TIMES ON THE SOUTH SIDE OF ARMETT
STREET

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

WHEREAS, complaints have been received from the Fire Chief regarding the ability of emergency vehicles to traverse Armett Street under current parking regulations; and

WHEREAS, the Traffic Commission, and Emergency Services Departments are in agreement as to the means of addressing this condition; and

WHEREAS, having had a discussion with a presentation from the Chairman of the Traffic Commission, the Board affirms such approach to protect the public safety. Now, therefore, be it

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

Section 319-74 Schedule XIII: No Parking or Standing at Any Time

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

Name of Street	Side	Location
(Remove) Armett Street	South	From Grace Church Street west for a distance measured 112 feet
(Add) Armett Street	South	From Grace Church Street to Midland Avenue

and; be it further

RESOLVED, that the Code of the Village of Port Chester, Chapter 319, Vehicles and Traffic, Section 319-75, Schedule XIV, is hereby amended as follows:

Section 319-75 Schedule XIV: Nighttime Parking Prohibited Certain Hours

A. In accordance with the Provisions of 319-21A, The parking of vehicles between the hours of 1:00 a.m. and 6:00a.m. is prohibited in the following locations:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
(Remove)Armett Street	South	From the East curb of Weber Drive to the sharp bend in the roadway

and; be it further

RESOLVED, that the Code of the Village of Port Chester, Chapter 319, Vehicles and Traffic, Section 319-76, Schedule XV, is hereby amended as follows:

Section 319-76 Schedule XV: Parking Prohibited Certain Times.

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

Name of Street	Side	Time	Location
(Remove) Armett Street	South	Tuesdays 8:30a.m. to 11:30 a.m.	From the east curb of Weber Drive east to sharp bend in the roadway

and; be it further

RESOLVED, that this resolution shall be deemed effective upon the directive of the Village Manager.

Approved as to Form:

Village Attorney
Anthony Cerreto

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VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Manager

BOT Meeting Date: 11/16/2015

Item Type: Resolution

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

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

Designating Parkway Drive as a one way street

Summary

Background:

The Port Chester Traffic Commission has proposed a change to the parking scheme on Parkway Drive. Having two lanes of traffic on that street has led to bottlenecks when cars pass each other going in opposite directions. In times of high traffic, this can lead to dangerous traffic jams. As the park is often used for large events and fireworks, it is imperative that clear lanes of travel be provided for emergency vehicles to pass. This resolution will eliminate one lane of traffic for that purpose. The resolution will also clarify a no parking zone around the main entrance to the park near the playground area which has been dangerous for pedestrians due to low visibility.

Proposed Action

Adopt the Resolution

Attachments

**Traffic Commission Resolution
 Resolution**

TRAFFIC COMMISSION
Village of Port Chester, New York

June 26, 2015

Mayor Pilla and the Board of Trustees
Village of Port Chester

Dear Mayor Pilla and the Board of Trustees:

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

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

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

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

We appreciate your attention to this matter.

Sincerely,

Joseph Gianfrancesco

Joseph Gianfrancesco
Chairman

PROHIBITING PARKING AT ALL TIMES ON THE SOUTH SIDE OF ARMETT
STREET

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

WHEREAS, complaints have been received from the Fire Chief regarding the ability of emergency vehicles to fit through Parkway Drive with current parking congestion; and

WHEREAS, Safety is affected by the inability of the first responders to access this street; and

WHEREAS, bottlenecks at times limit passing of two lanes of traffic; and

WHEREAS, the Traffic Commission, and Emergency Services Departments are in agreement on the following resolution. Now, therefore, be it

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

Section 319-69 Schedule VIII: Stop Intersections

In accordance with the provisions of 319-12, the following described intersections are designated as stop intersections:

Street	Side	Location
(Remove)Parkway Drive	North	Putnam Avenue

Section 319-65 Schedule IV: One-Way Streets

In accordance with the provisions of S319-8, the following described streets or parts of streets are designated as one way streets in the direction indicated.

Name of Street	Direction	Location
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(Add)Parkway Drive West Putnam Ave to King Street

Section 319-74 Schedule XIII: No Parking or Standing at Any Time.

In accordance with the provisions of S319-74 The parking or standing of vehicles is hereby prohibited at all times in the locations described in Schedule XIII (§ 319-74).

Name of Street	Side	Location
(Add)Parkway Drive	North	within 30 feet of the crosswalk at Pine Place on either side
(Add)Parkway Drive	South	within 30 feet of the crosswalk at Pine Place on either side
(Remove) Parkway Drive	South	from Pine Place west for 30 feet
(Remove) Parkway Drive	South	from Pine Place east for 30 feet

Approved as to Form:

Village Attorney
Anthony Cerreto

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VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Senior Community Center

Village BOT Meeting Date: 11/16/2015

Item Type: Resolution

Description	Yes	No	Description	Yes	No
Fiscal Impact		x	Public Hearing Required		x
Funding Source: no fee			BID #		
Account #:6750.100			Strategic Plan Priority Area		
			Enhance Organization		
Agreement	x		Manager Priorities		
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 Village Manager to enter into agreement and contract with Westchester County Department of Senior Programs and Services for additional CSE Transportation Services Contract PY 2015-2016

Summary

Background:

Westchester County Department of Senior Programs and Services requires a resolution from the Board of Trustees to be submitted with the contract for additional State Funding for Community Services for the Elderly Act (CSE) contract for April 1, 2015-March 31, 2016. Amount--\$4,044.00

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments : agreements, contract, schedule A & B

RESOLUTION
AGREEMENTS FOR SENIOR CITIZENS PROGRAMS

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

WHEREAS, the Village of Port Chester Nutrition Program for the Elderly requires agreements and contracts; and

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

RESOVLED, that the Board of Trustees hereby authorizes the Village Manager to enter into the following agreement and contract with regard to the Village of Port Chester Senior Citizens Programs;

Community Services for the Elderly Act (CSE) contract for Transportation Services to be provided by the Village of Port Chester for the program year April 1, 2015 through March 31, 2016.

APPROVED AS TO FORM:

Village Attorney, Anthony Cerreto

AYES:

NOES:

ABSENT:

DATE:

October 8, 2015

Ms. Carol Nielsen
Village of Port Chester
222 Grace Church St.
Port Chester, NY 10573

RE: CSE Transportation Services Contract, PY 2015 - 2016

Dear Ms. Nielsen:

Enclosed is one blank copy of the Community Services for the Elderly Act (CSE) contract for Transportation Services to be provided by the Village of Port Chester for the program year April 1, 2015 through March 31, 2016. State funding for the program will be in an amount not to exceed \$4,044. The Department may reduce the amount payable to its contractors if the New York State Office for the Aging reduces the Department's federal and/or state funding, in which case you will be notified.

The Department will be reimbursing based on the Unit Cost Reimbursement System. Reimbursement will be made for actual services provided and entered in the Social Assistance Management System (SAMS).

Please complete the following sections of the contract as follows:

One (1) AGREEMENT & APPENDIX A:

Fill in all relevant information in the spaces provided on pages 1, 2, 14, 16, the Acknowledgement and the Certificate of Authority and make a copy. Make sure that where signatures are required on both copies that they are original and in **BLUE INK** only. **Return two (2) originally signed agreements.**

One (1) SCHEDULE A:

Fill in the relevant information on each page then make a copy. Make sure that where signatures are required on both copies that they are original and in **BLUE INK** only. **Return two (2) originally signed Schedule As.**

One (1) SCHEDULE B:

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

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

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

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

Please direct program-related questions to your program liaison, Meleita Jones at 914-813-6420. Questions pertaining to the processing of the contract should be directed to me at 914-813-6058 or via e-mail at ssj3@westchestergov.com.

Sincerely,



Sharon Johnson
Program Administrator
Encl.

THIS AGREEMENT, made the _____ day of _____, 20____

by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, at 148 Martine Avenue, White Plains, New York, 10601, (hereinafter referred to as the "County"),

and

_____, a municipal corporation organized under the laws of the State of New York, having an office and principal business at _____

(hereinafter referred to as the "Contractor")

W I T N E S S E T H :

WHEREAS, the County has been awarded a grant from the New York State Office for the Aging ("NYSOFA") for use in the Community Services for the Elderly Act ("CSE") Program; and

WHEREAS, the County desires to use a portion of said grant funds to provide Transportation Services for seniors residing in Westchester County (the "Program"); and

WHEREAS, the County desires that the Contractor agrees to conduct the Program under said grant.

NOW THEREFORE, the County and the Contractor agree as follows:

1. The Contractor shall provide the Program services as described in Schedule "B," which is attached hereto and made a part hereof (the "Work"). The Contractor shall also comply with the terms set forth in Schedule "A." Schedules "A" and "B" are attached hereto and form a part of this Agreement. The Contractor agrees that it and its subcontractors will perform the Work in accordance with the terms of the Standard Assurances in the approved Area Plan as detailed in Schedule "B". It is expressly understood and agreed by the parties hereto that all schedules to this Agreement are subject to the approval of and modification by NYSOFA, and the County if necessary.

The Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to inaccuracy of the service's or product's operations in processing date/time data (including but not limited to calculating, comparing, and sequencing) various time/date transitions including leap year calculations. The Contractor accepts responsibility for damages resulting from any delays, errors or untimely performances resulting therefrom, including but not limited to the failure or untimely performance of such services.

2. For the Work to be performed pursuant to Paragraph "1", the County shall pay the Contractor an amount not-to-exceed \$ _____ payable at an agreed upon unit cost amount as set forth in Schedule "B" for actual services provided and data entered in the Social Assistance Management System ("SAMS") or any other electronic-based system designated by NYSOFA and or by the County after the County has received approval from NYSOFA, and the County has received any and all supporting documentation the County may require and the same has been approved by the Commissioner of the Department of Senior Programs and Services or her duly authorized designee (the "Commissioner").

The County may, in its discretion, if it shall deem such payment to be required in furtherance of the Program, pay the Contractor prior to receipt of payment or approval therefore by NYSOFA, provided that, in the event NYSOFA subsequently fails or refuses to pay the County, or if such expense is not a proper expenditure under the Program, the Contractor shall reimburse the County for such payment made to the Contractor, or, the County, in its discretion, may deduct such amount from future payments due and owing the Contractor under this Agreement.

The foregoing obligation of the County is conditioned upon compliance by the Contractor with all the terms and conditions contained in this Agreement.

Any and all requests for payment to be made, including any requests for partial payment made in proportion to the Work completed, shall be submitted by the Contractor on properly executed payment vouchers of the County and paid only after approval by the Commissioner or her duly authorized designee. All payment vouchers must be accompanied by a numbered invoice and/or the appropriate required back-up documentation approved by the County's Department of Senior Programs and Services (the "Department"). All invoices submitted during

each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made to the Contractor prior to completion of all services, the submission of reports and the approval of same by the County.

The Contractor shall, at no additional charge, furnish all labor, services, materials, goods, equipment and any other things necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Contractor exceed the not-to-exceed amount set forth above.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Contractor for out of pocket expenses or disbursements made in connection with the services rendered or the Work to be performed hereunder.

3. Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Contractor as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the County shall find cause to withhold payment in the course of such audit or the Contractor fails to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit the Contractor's performance under this Agreement. Such audit may include requests for documentation or other information which the Commissioner may, in her discretion, deem necessary and appropriate to verify the information provided by the Contractor as required by Paragraph "11". The County may also make site visits to the location(s) where the services to be provided under this Agreement are performed in order to review Contractor's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

The Contractor agrees to maintain appropriate records and to retain them for at least six years after final payment is made. The Contractor agrees to provide access to all books, documents and all pertinent materials related to the contract for examination to authorized

representatives of the Administration on Aging/Administration for Community Living (AoA/ACL) of the United States, Department of Health and Human Services ("HHS"), the New York State Comptroller or his representatives, staff of NYSOFA, and/or the County.

4. The term of this Agreement shall commence on or about April 1, 2015 and expire on or about March 31, 2016, unless terminated sooner pursuant to the provisions hereof.

The Contractor shall report to the County on its progress toward completing the Work, as the Commissioner may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

5. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the availability of Federal/State funds from NYSOFA to operate the CSE Program. The County shall have no liability under this Agreement beyond the amounts available under adopted Federal/State budgets. To the extent that that contract extends beyond the renewal date of the County's Application, it is contingent upon provision of funding to the County in the subsequent year.

If, for any reason, the full amount of said funds is not paid over or made available to the County by the NYSOFA, the County may terminate this Agreement immediately or reduce the amount payable to the Contractor, in the sole discretion of the County. The County shall give prompt notice of any such termination or reduction to the Contractor. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the

occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

6. The Contractor shall be reimbursed by the County only for expenses actually incurred and paid by the Contractor after the County has received approval from the NYSOFA. Payment shall be made on a monthly basis, upon submission by the Contractor of claims or vouchers and such supporting documentation as the County may require, and approval of the same by the Commissioner or her authorized designee.

If and when expenditures for other than authorized items become necessary, the Contractor will request in writing approval from and await the County's approval before incurring such expenditures. The Contractor will be solely responsible for any over expenditure or improper expenditure relating to the program and the County will not be responsible for any over expenditure or improper expenditure. Any funds not expended by or committed to be spent by the Contractor shall, at the expiration of the Agreement, be returned to the County.

7. The Contractor shall comply, at its own expense, with all applicable Federal, State, and local laws, rules, regulations, executive orders, policies, orders, notices, and related guidance, and any amendments thereto, applicable to the Work and the Contractor's performance hereunder, including but not limited to:

Federal Statutes, Regulations, and Policies

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
2 CFR Part 225 (Cost Principles for State and Local Governments)
2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
2 CFR Part 376 (Nonprocurement Debarment and Suspension)
20 CFR Part 641 (Provisions Governing the Senior Community Service Employment Program)
29 CFR Part 37 (Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying, see 91-PI-5 [1/24/91])
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. 621, et seq.)
Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32 [8/4/92])
Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
Equal Employment Opportunity Act of 1972 (42 U.S.C. 2000-e, et seq.)
Equal Pay Act of 1963, as amended (29 U.S.C. 206)
Hatch Act (5 U.S.C. 1501, et seq.)
Home Energy Assistance Act of 1981, as amended (42 U.S.C. 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
Single Audit Act Amendments of 1996 (31 U.S.C. 7501, et seq.)
Uniform Relocation and Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. 4601 et seq.)
Office of Management and Budget (OMB):
 OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments)
 OMB Circular A-95 (Clearinghouse Review)
 OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)
 OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
 OMB Circular A-122 (Cost Principles for Non-profit Organizations)
 OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)
Executive Order 13166 (Improving Access to Services for Persons with Limited English

Proficiency)

State Statutes, Regulations, and Policies

New York State Elder Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 6654, 6655 and 6656)
Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)
Public Officers Law (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
NYSOFA Nutrition Program Standards (90-PI-26 [5/17/90])
Legal Assistance Standards (94-PI-52 [12/29/94])
Equal Access to Services and Targeting Policy (12-PI-08)

In addition, the Contractor shall cause to be prominently posted, on the site where services hereunder are to be provided, a statement regarding nondiscrimination, which statement shall be similar in form to the following:

"In compliance with Section 504 of the Rehabilitation Act of 1975 and Title VI of the 1964 Civil Rights Act and New York State Executive Law and orders, no person will be denied service or access to service based upon race, creed, color, national origin, religion, marital status, sexual orientation or handicapping condition."

8. No service rendered pursuant to or in connection with this Agreement may be refused to any person because of such person's race, color, creed, marital status, country of origin, disability, sex, genetic predisposition or carrier status, sexual orientation or religion. The Contractor shall also (a) serve any senior citizen and ensure equal access for participation, services, activities, and informational sessions without regard to race, color, religion, sex, national origin or partisan affiliation; (b) ensure that any services to be provided under this Agreement shall be secular in nature and scope and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services; refrain from using funds to advance any sectarian effort; (c) refrain from using funds to advance any partisan candidate or effort; however, the Contractor shall ensure that candidates have equal access to information and activities regardless of policy views or party affiliation; (d) prevent the use of

official authority, influence or coercion to interfere with or affect elections or nominations for political office; and (e) ensure no coercion nor advice to other persons to contribute anything of value to any party, committee, organization, agency or person for political purposes, nor engage in any other partisan activities under its auspices.

9. The Contractor hereby expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Contractor acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

10. (a) As a material element of this Agreement, the Contractor agrees to fully comply with the provisions required by NYSOFA concerning equal access to services, non-discrimination and concentration of services on target populations, as more fully set forth in Appendix "A," attached hereto and made a part hereof.

(b) Attached hereto and forming a part of Schedule "A" is the "Participant Contribution Standards." The Contractor shall provide participants an opportunity to voluntarily contribute to the cost of the service received, as appropriate. The Contractor shall use all collected contributions to expand the service for which the contributions were given to supplement the funds received under the Older Americans Act (OAA).

(c) The Contractor shall assist participants in taking advantage of benefits under other programs and assure that the services provided are coordinated and do not unnecessarily duplicate services provided by other sources.

11. The Contractor shall provide the County with timely information needed to satisfy reporting requirements as specified by NYSOFA. Without limiting the right of the County to require additional reports regarding the program hereunder, the Contractor shall provide the Department with the following:

a. Evaluation method of the program in accordance with the requirements as specified

by NYSOFA including but not limited to: audit requests for documentation or other information deemed necessary and appropriate to verify the information provided by the Contractor, make site visits to the location(s) where the services to be provided under this Agreement are performed in order to review Contractor's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

b. The Programmatic monthly reporting system for Service Delivery Information and Service Recipient Information must be submitted using our electronic based system. The Department will notify those Contractors that are exempt from submitting their reports through the electronic based system. Until further notice, all Contractors are required to mail in the SAMS MONTHLY ELECTRONIC PAPER REPORT and/or other approved reporting measure, signed by the staff member responsible for the report. The reports should be received by the County no later than the tenth (10th) day of the following month and/or entered on the website at the same time. The Contractor understands and agrees that submission of the monthly report by the deadline set forth above constitutes a material element of this Agreement. The County reserves the right to withhold payment to Contractor for its failure to submit the monthly report by the deadline, until such time as the monthly report is received by the County. Repeated failures by Contractor to submit the monthly report by the stated deadline will constitute a material breach of this Agreement justifying termination for cause as provided in Paragraph "13" hereof.

c. Financial monthly reporting system (Monthly vouchering will fulfill requirement. Vouchers should be received by the County no later than the tenth (10th) day of the following month).

d. Objectives with activities planned and timetable

e. Job descriptions

f. Resumes of persons employed

g. Time sheets of staff (monthly)

h. Report of personnel benefit policies, including wages, hours, vacation and all other leave time and fringe benefits. This report should be received by the County no later than the first day of the second month of the program.

i. Such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the Contractor and the nature and amount of all expenditures claimed against such funds.

j. Records of staff attendance at training.

Additional documentation of reports, expenses, statistical information and supporting documentation concerning the program shall be provided to the County by the Contractor at the request of the County and may include, without limiting the County's right to require additional

documentation, invoices for all purchases, payroll time records, payroll records for local support contribution, municipal payment vouchers for government agencies and canceled checks for private agencies.

12. The Contractor shall furnish the County with copies of all insurance certificates, rental agreements and memoranda of understanding.

13. (a) The County, upon ten (10) days notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates set forth in Schedule B. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Contractor shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the services rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such services rendered by the Contractor. Such reasonable and good faith determination shall be accepted by the Contractor as final.

(b) In the event the County determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Contractor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Notice shall be effective on the date of receipt. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by Contractor of any particular duty or obligation under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure. Notice shall be effective on the date of receipt.

14. The Contractor shall not assign, transfer, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein, without the prior express written consent of the County. The Contractor shall not subcontract any part of the Work without the written consent

of the County, subject to any necessary legal approvals. Any purported assignment, transfer, subcontract or other disposal of any right, duty or interest under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Contractor. The Contractor shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Contractor shall include provisions in its subcontracts designed to ensure that the Contractor and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Contractor shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Contractor or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

If the Contractor enters into subcontracts for the performance of work pursuant to this contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the County under this contract or the Four-Year Plan as approved by NYSOFA. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this contract and federal and state law.

15. In addition to, and not in limitation of, the insurance provisions of this Agreement contained in Schedule A, the Contractor agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage,

claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

16. The Contractor shall provide adequate, qualified and trained personnel for supervision and fiscal management of the program conducted by the Contractor hereunder.

17. The Contractor agrees that, to the extent it or its subcontractors, if any, maintains personal information relating to applicants or recipients of services pursuant to this Agreement, such information will be kept confidential and shared with the County; or with other entities upon the consent of applicant, recipient or an authorized representative of the applicant or recipient; or as required by federal or state laws.

18. The Contractor agrees that any public information materials or other printed or published materials on the work of the program which is supported with funds hereunder will give due recognition to the NYSOFA and as appropriate the Administration on Aging/Administration for Community Living (AoA/ACL) and the Department. The Contractor agrees that all materials developed in connection with the Program shall be the property of NYSOFA. NYSOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these materials, subject to any restrictions in Federal Laws and Regulations

19. The Contractor shall ensure that where the State or local public jurisdiction requires licensure or certification for the provision of social services, the Contractor and its approved subcontractors providing such services under the approved Area Plan shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected, trained and supervised.

20. (a) The Contractor represents and warrants that it, its principals, and affiliates (as defined in 2 C.F.R. Part 180) are not currently debarred or suspended and the Contractor agrees to complete the "Certification Regarding Debarment and Suspension", which is contained in Schedule "A". The Contractor agrees that it shall immediately notify the County if

it, its principals, and/or affiliates is/are debarred or suspended, or its, its principals', and/or affiliates' debarment or suspension appears likely. The Contractor further agrees to comply, and to require its subcontractors to comply, with the debarment and suspension regulations in 2 C.F.R. Part 376, as well as the applicable requirements of 2 C.F.R. Part 180.

The Contractor represents and warrants that it is not currently excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits, by virtue of being on the United States General Service Administration's the Excluded Parties List System (EPLS), available at <http://www.sam.gov> as part of the System for Awards Management (SAM). The Contractor agrees that it shall immediately notify the County if it is so-excluded, or its exclusion appears likely.

The Contractor represents and warrants that it is not currently on any debarment, suspension, or exclusion list of New York State or any political subdivision thereof, and has not been found non-responsible by New York State or any political subdivision thereof. The Contractor agrees that it shall immediately notify the County if it is added to any debarment, suspension, or exclusion list of New York State or any political subdivision thereof, or its addition to such lists appears likely. The Contractor agrees that it shall immediately notify the County if it is found non-responsible by New York State or any political subdivision thereof, or such a finding of non-responsibility appears likely.

The Contractor understands and acknowledges that the County is relying upon the Contractor's above-described representations and warranties.

Without limiting any of the foregoing, the Contractor certifies that, to the best of its knowledge and belief, it is and will be in compliance with 2 C.F.R. Part 376, regarding non-procurement debarment and suspension concerning public (Federal, State or local) transactions. If necessary, the Contractor will submit an explanation of why it cannot provide this certification.

In addition, the Contractor shall comply with the audit provisions, as applicable, also contained in Schedule A.

21. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered

or certified mail postage pre-paid), to the addresses as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the Contractor:

To the County:

Commissioner
Department of Senior Programs and Services
9 South First Avenue, 10th Floor
Mount Vernon, New York 10550-3414

with a copy to:

County Attorney
Michaelian Office Building
148 Martine Avenue, Room 600
White Plains, New York 10601

22. The failure of the County to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement, shall not be considered a waiver or relinquishment for the future of such covenant but the same shall continue and remain in full force and effect.

23. All payments made by the County to the Contractor will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Contractors doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form in order to receive payment. The EFT Authorization Form and related information are attached hereto as part of Schedule "A". The completed Authorization Form must be returned by the Contractor to the Commissioner prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Westchester County Finance Department.

24. This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing, signed by a duly authorized representative of each of the parties.

25. This Agreement shall be governed by the laws of the State of New York.

26. This Agreement shall not be enforceable until it is signed by both parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

THE COUNTY OF WESTCHESTER

By: _____
Mae Carpenter, Commissioner
Department of Senior Programs and Services

CONTRACTOR

By: _____
(Signature)

(Name)

(Title)

Approved by the Westchester County Board of Legislators pursuant to and Act No. 79 – 2014.
adopted on May 5, 2014.

The foregoing Agreement was authorized by the Board of Acquisition and Contract of the
County of Westchester at a meeting duly held on the 08th day of October, 2015.

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgement

CERTIFICATE OF AUTHORITY

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____ a corporation duly organized
(the "Corporation")

and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that _____
(Person executing agreement)

who signed said agreement on behalf of the Corporation was, at the time of execution

(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

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

On the _____ day of _____ in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual
taking acknowledgement

APPENDIX "A"

STANDARD TERMS AND CONDITIONS FOR AGING PROGRAMS AND SERVICE CONTRACTS

1) Statutes, Regulations, and Policies: The Contractor agrees that all its activities under this Contract shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging ("NYSOFA") that apply to such activities, including, but not limited to:

Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
Older Americans Act
Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)
Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)
Equal Access to Services and Targeting Policy (12-PI-08)
Elder Law

2) Targeting: The Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging ("AAA") for providing services to the above groups within the Planning and Service Area. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

3) Language Access: The Contractor shall inform persons with limited English proficiency ("LEP") of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

4) Conformance with AAA Area Plan: To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the Contractor.

Contractor's Name

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

SCHEDULE A

NEW YORK STATE COMMUNITY SERVICES FOR THE ELDERLY ACT

NEW YORK STATE WELLNESS IN NUTRITION PROGRAM

NEW YORK STATE CAREGIVERS RESOURCE CENTER PROGRAM

AND NEW YORK STATE CONGREGATE SERVICES INITIATIVE PROGRAM

SUBMITTED BY:

(MUNICIPALITY)

PERIOD COVERED: APRIL 1, 2015 - MARCH 31, 2016 - NY STATE GRANTS

REQUIRED ACTION: SUBMIT TWO (2) COMPLETED COPIES OF THIS DOCUMENT TO THE WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

SEND TO:

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
9 SOUTH FIRST AVENUE, 10TH FLOOR
MT. VERNON, NEW YORK 10550-3414**

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

SCHEDULE A

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*Pages marked with an asterisk require original signatures **(the signature must be that of the person signing the Agreement)** and dates.

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2015 - 2016 PROGRAM YEAR**

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1) In order to assure compliance with 2 C.F.R. Part 180, 2 C.F.R. Part 376, and other applicable law, the Contractor certifies that it, its principals, and affiliates

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

Contracting Entity's Name

Authorized Signature

Name: _____

Title: _____

Date: _____

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2015 - 2016 PROGRAM YEAR**

**STANDARD INSURANCE PROVISIONS
(MUNICIPALITY)**

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov/>

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.00.

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2015 – 2016 PROGRAM YEAR**

STANDARD INSURANCE PROVISIONS (cont.)
MUNICIPALITY

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2015 - 2016 PROGRAM YEAR**

REPORTING REQUIREMENTS

Without limiting the right of the County to require additional reports and unless otherwise specified in writing by the County, the Contractor shall furnish the following reports to the County Department of Senior Programs and Services prior to the tenth (10th) working day of each month unless otherwise noted:

1. Job description reports for personnel employed during the term of this Agreement.
2. Resumes of persons employed.
3. A report of personnel benefit policies, including wages, hours, vacation and all other leave time and fringe benefits shall be submitted to the County by the first day of the second month of the program.
4. Monthly time sheets of staff to be maintained for audit purposes.
5. Such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the Contractor and the nature and amount of all expenditures claimed against such funds.
6. At the request of the County, the Contractor will submit a written report describing the methods used to satisfy the service needs of low income minority individuals, and Section 306(5)(B) older individuals who have greatest economic or social need (with particular attention to low income minority individuals and older individuals with severe disabilities as defined in the Older Americans Act of 1965, as amended).
7. Monthly Reports of service(s) provided, recipient population characteristics, and expenditures for the program.

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2015 - 2016 PROGRAM YEAR**

VOUCHERING SYSTEM FOR UNIT-COST CONTRACTS

The Department of Senior Programs and Services (DSPS) will track and monitor Contractor service deliveries on a monthly reporting basis through the designated electronic reporting system. Vouchers shall be submitted each month for each specific service based on the reporting measure approved by DSPS. The Vouchering System will reimburse contractors based on the calculated performance percentage for either number of people served or number of units served. Funding for subsequent years will be based upon service delivery performance of the previous program year.

1. Claims will only be paid based on summary reports in the electronic reporting system. The number of elderly served and units provided for each service each month must be entered into the reporting system monthly. The data must agree with the claim amount for that month and that particular service. DSPS program staff will monitor fiscal claims to ensure the number of units or persons reported for the month corresponds to the data in the summary reports.
2. A hard copy summary report with the number of units and people served must accompany each claim form. DSPS program staff will sign off on each claim prior to fiscal processing. Monthly payments will be made on a unit cost basis or a per person cost basis only.
3. Payment will be capped at 1/12 of the total allocation each month. At the end of the year, adjustments will be made to the final claim to address extreme cyclical periods.
4. Claims for unit cost reimbursement or per person cost reimbursement for the provision of said services, must be accompanied by such registration forms or other documentation necessary to support claims for said expenses.

VOUCHERING SYSTEM FOR LINE-ITEM CONTRACTS

1. On a monthly basis Contractors should submit their payment voucher and back-up documentation for budgeted expenses. For personnel expenses, provide payroll check numbers (if applicable), pay dates and time frame. For all other expenses, submit copies of invoices, check numbers and dates paid. When contributions have been received, copies of the deposit slips need to be included with the monthly payment voucher.

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2015 - 2016 PROGRAM YEAR

CONTRACTOR: _____

PLAN FOR AUDIT

Describe the contractor's plan for providing for an organization-wide audit no less than once every two years. Those contractors that did not have an audit conducted during the preceding year are required to have an audit conducted during the current year. An audit should cover the two preceding years, except in the case where audits are conducted annually. Audits are to be conducted in accordance with the "Guidelines for Financial and Compliance Audits of Federally Assisted Programs, and the Standards for Audit of Governmental Organizations, Programs, Activities and Functions."

1. When was the most recent audit conducted? _____

2. What time period was covered in the audit? _____

3. Who conducted the audit? Name & Title _____

Name of Firm _____

4. Was a copy of the audit forwarded to the Westchester County Department Of Senior Programs And Services?

() Yes () No - If NO, please do so.

For those contractors who will have an organization-wide audit conducted during the current year, describe below the plan for selection of an auditor, the period to be covered and the scope of the audit. For those contractors who will not have an audit conducted during the current year, briefly describe below your future audit plans.

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2015 - 2016 PROGRAM YEAR

CONTRACTOR: _____

EXECUTIVE ORDER 11246

1. The applicant hereby certifies that it will comply with the equal opportunity clause contained in section 202 of Federal Executive Order 11246, as codified under 41 CFR 60-1.4, attached hereto.

Municipality

Signature of Person Signing Agreement

Date

Title

Name of Staff Person Designated to be the
Affirmative Action Officer

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2015 - 2016 PROGRAM YEAR**

EXECUTIVE ORDER 11246 Cont'd

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2015 - 2016 PROGRAM YEAR**

EXECUTIVE ORDER 11246 Cont'd

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

2015 - 2016 PROGRAM YEAR

CONTRACTOR: _____

CONTRACTOR STAFFING INFORMATION

AGENCY STAFF: Paid staff assigned to programs/services in this application.

Job Descriptions must be submitted with application, unless they are already on file with WCDSPS.

(Employees/staff are defined as those persons for whom W2 forms are maintained. Persons receiving 1099 forms are not, for the purpose of this document, to be listed as employees).

1. Total number of paid staff: _____
2. Full-time paid staff (30 hrs. or more per week): _____
3. Part-time paid staff (less than 30 hrs. per week): _____
4. Total number of paid staff 60 years of age or older: _____
5. Total number of paid female staff: _____
6. Total number of paid disabled staff: _____
7. Total number of paid minority staff: _____
 - a. Number of paid American Indian/Alaskan Native staff: _____
 - b. Number of paid Asian/Pacific Islander staff: _____
 - c. Number of paid Black staff (not of Hispanic origin): _____
 - d. Number of paid Hispanic staff: _____
 - e. Number of paid minority staff that fall under two or more of the above minority statuses _____

Agency Volunteers Assigned to Projects in this Application:

- a. Aged 60+ _____
- b. Minority _____

PARTICIPANT CONTRIBUTION STANDARDS

I. GENERAL STANDARDS

A. Voluntary Opportunity to Contribute

1. There shall be no mandatory charges to participants for services provided through funding received from the New York State or Westchester County Department of Senior Programs and Services.
2. Participants shall not be required to declare or document their income and/or assets as a condition for receiving service(s) with the exception of means-tested programs such as Title V of the Older Americans' Act Senior Community Services Employment Program, Home Energy Assistance Program, or NYS Expanded In-Home Services for the Elderly Program (EISEP).
3. Participants must be informed of and provided with the opportunity to voluntarily contribute to the cost of the services provided by Community Services and/or Older Americans Act Programs.
4. Participants must be informed of the purpose and use of contributions.
5. No person can be denied a service because of inability or unwillingness to contribute.
6. The suggested amount for contributions cannot exceed the cost of the services. Actual costs should be considered in setting sliding contribution schedules. However, service providers should not attempt to support the entire program from contributions.
7. Great care must be taken in the development and use of statements of actual costs of services to insure that they are not perceived as being coercive.
8. Letters, other written material, telephone calls or other contacts, may include information concerning services and contributions policies but may not specifically solicit contributions from individual participants and/or those acting on their behalf. For additional specific policy on leaflets and other written materials see Section IV.
9. Reminders and invoices are prohibited.
10. Negotiation of agreed upon contribution amounts is prohibited.

B. Confidentiality

Methods of handling contributions must protect the privacy of all individuals. Envelopes must be available for participants who may desire to use them in order to make contributions. Envelopes coded so that contributor is identified are prohibited.

PARTICIPANT CONTRIBUTION STANDARDS

C. Safeguards for Contributions

1. All persons who handle contributions must be bonded with the exception of government employees (who are already covered) and attorneys providing legal services (who already operate under standards for client funds contained in the Code of Ethics, enforced by the Appellate Division of the Supreme Court). Agencies can obtain a "blanket Fidelity Bond" for all employees.
2. Contributions must be jointly counted daily by a service person and either a program participant or service program supervisor (with the exception of attorneys providing legal services, because of the applicability of the Judiciary Law and the attorneys' Code of Ethics).
3. Each person counting the contributions must enter the amount into a ledger and co-sign a form certifying the amount collected for each day (with the exception of attorneys providing legal services).
4. For services provided in a congregate setting, contributions must be deposited in a bank or at a secure location at the program director's office **daily** and in a bank weekly. For any other services, participant contributions must be kept in a safe location and be deposited in the bank at least weekly, daily whenever possible.
5. Contributions must not be taken home.

Any exceptions to these safeguards must guarantee that the contributions are handled in an appropriate manner and must be submitted by the service provider to the Westchester County Department of Senior Programs and Services prior to approval. Documentation of all exceptions granted must be maintained on file at the Westchester County Department of Senior Programs and Services and available for review by the New York State Department of Senior Programs and Services.

D. Accountability for All Contributions

An audit trail of all incoming contributions must be maintained by program (i.e. Titles III-B, IIIC-1, IIIC-2, IIID, IIIE, VII, WIN, LTCIEOP, EISEP & CSE). The ledger and supporting documentation (i.e. deposit slips, certified forms, etc.) must provide a clear audit trail so that at any given time it is known how much money has been collected in contributions from each program.

E. Expansion of Services With Contributions

According to governing regulations, contributions must be used to expand services of the provider. To expand services is to provide more services than would be possible without the contributions, not necessarily more than the current year level which also includes contributions.

F. Receipts

Receipts shall be given only upon request of the service recipients or those acting on their behalf.

PARTICIPANT CONTRIBUTION STANDARDS

G. Approval of Contractor Contribution Procedures

Procedures used by contractors to implement these policies are subject to prior approval by the Westchester County Department of Senior Programs and Services.

II. CONTRIBUTION POLICY BY SERVICES

A. General

Contributions are not appropriate for all services. Those services for which there is normally a charge in the community should generate contributions. Other services tend to be inappropriate for the generation of contributions because they are typically free in the community (e.g. information and assistance). However, contributions can be accepted for all activities funded and/or operated by the Westchester County Department of Senior Programs and Services and for the general operation of the Westchester County Department of Senior Programs and Services and their contractors as well. Fundraising activities aimed at the general public are permissible and should be encouraged.

Services for which contributions policies and procedures must be developed include:

- home delivered meals*
- homemaker/personal care
- housekeeper/chore
- legal
- residential repair/renovation
- shopping assistance
- health promotion services
- congregate meals*
- home health aide
- respite
- adult day services
- transportation
- caregiver services

Providers are not required to set either a suggested amount nor a suggested range for contributions, except for home delivered and congregate meals which must have suggested amounts set. They may merely provide the opportunity for service users to contribute whatever they wish. Should they choose to set amounts, the suggested amount may be either a single amount or based on a sliding schedule.

*NOTE: Food stamps may be accepted for congregate and home delivered meals contributions upon proper certification by local Food Stamp Offices. However, service recipients who use food stamps should be encouraged to spend their food stamps to obtain proper nutrition for the other two daily meals.

PARTICIPANT CONTRIBUTION STANDARDS

III. HOW TO SET SUGGESTED CONTRIBUTION AMOUNTS

Whatever the service, consumers, potential service users, and representatives of appropriate advisory councils must be involved with the service provider and Westchester County Department of Senior Programs and Services staff in the development or modification of contributions policies and procedures (including setting the amounts of suggested contributions either through developing a flat rate or developing a suggested sliding scale). Those participating in this process should be fully informed of factors to be considered including the actual or estimated cost of the services.

Such suggested amounts may be either:

- fixed or flat rate (e.g. \$1.00 per hour of service, \$.50 per trip or zone); or,
- a sliding contributions schedule based on general income levels of the elderly in the geographic areas to be served, and actual costs for providing each type of service.

Sliding schedules are very difficult to construct. Several cautions are extended should the contractor choose to develop sliding schedules:

Be aware of the difficulty in obtaining accurate unit costs for some of the services rendered. The maximum suggested contribution cannot exceed the cost of the service.

In setting up schedules, be realistic about the maximum and minimum points at which you wish to set your scale. The objective is to strike a balance. If the income levels are too high, every service user will fall below them and the amount of contributions suggested by the scale will be limited. However, if the income levels are placed too low, service recipients will believe that they are expected to contribute too much and might stop seeking needed services.

Means testing is forbidden. Any reference on a sliding scale which implies a fee, "you should pay..." "you ought to be able to afford...", or "your fair share is \$___" is prohibited. Sliding scales are only to serve as guides to service users and are not to be used in a coercive manner.

Be sensitive to the individual circumstances of your service users. For example, two people can have the same gross income but entirely different demands on their money (e.g. subsidized housing vs. large rent).

PARTICIPANT CONTRIBUTION STANDARDS

III. HOW TO SET SUGGESTED CONTRIBUTION AMOUNTS (cont'd.)

It is important to remember that the more intensively someone needs and utilizes specific services, the less likely it is that the service recipient will be able to maintain a specific per unit contribution level. This is true whether the client is consuming a greater number of discrete services or more units of a single service. Keep in mind that in either instance, the multiple and/or intensive service user is probably a member of your target population and may be least able to afford to contribute to the cost of the services. Also remember that the privacy of each individual MUST be preserved.

IV. FREQUENTLY UTILIZED METHODS OF INFORMING PARTICIPANTS OF CONTRIBUTIONS POLICY

For those services for which contributions policies and procedures must be developed, methods of informing participants include the use of leaflets, letters and other printed material. Whenever any of these methods are used, the following requirements apply:

A. Leaflets

The contributions portion of leaflets which explain any or all of the services funded through the Westchester County Department of Senior Programs and Services must contain the following information:

Contributions to this (these) services(s) are free and voluntary. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.

Leaflets may indicate the amount of the suggested contribution for specific services. In so doing, you must be clear that:

The above suggested contribution amount is only a guide and should participants choose to contribute, that contribution should reflect their own circumstances.

Such leaflets may be distributed not more than once a month to the same client.

B. Start-up Letters (e.g. in-home services)

The contributions portion of start-up letters which explain any of the services funded through the Westchester County Department of Senior Programs and Services must contain the following information:

Contributions to this (these) services(s) are free and voluntary. Any contribution you wish to make will be used to expand the program and will be greatly appreciated.

Start-up letters may indicate the projected numbers of units of service to be received by the client (e.g. 5 meals a week; 3 hours of homemaker a day/two days a week, etc.), but letters may not indicate the amount of the suggested contributions for specific services (either by unit or as a total based on estimated units to be delivered). The service provider may enclose a leaflet which indicates suggested contributions and the start-up letter may refer the new service user to the contributions policy stated in such enclosed leaflet.

PARTICIPANT CONTRIBUTION STANDARDS

C. Paragraph in Evaluative Letters which combine both evaluation and contributions information and which are sent to clients after services have been rendered.

Such letters should ask the recipient to comment on the quality of service provided, how services could be improved, and may thank clients for participating in the service. The letter should also state the sources of funding for the program including the New York State Department of Senior Programs And Services and should include the following information:

Contributions are welcomed and are used to expand this service.

The letter cannot indicate number of units of service (e.g. hours) delivered to service recipient, nor the cost per unit of service, nor any suggested amount of contribution for service. Evaluative letters that do not include information on contributions may include information on number of units of service delivered.

D. Signs

Signs located at the site of service (e.g. bus, nutrition site):

- **may** state the suggested amount of contribution;*
- **must** state the voluntary nature, purpose, and use of contributions;
- **must** state "No person shall be denied services because of an inability or unwillingness to contribute";
- **must** give credit to the funding sources (e.g. - US Department of Health and Human Services - Administration on Aging, New York State Office for the Aging and the Westchester County Department of Senior Programs and Services, etc.);
- **may** state the actual/approximate cost of the service.
- **must** state "Individuals whose self-declared income is at or above 185% of the Federal Poverty Level are encouraged to contribute at an amount equal to the actual cost of the service (insert amount/unit). You are encouraged to contribute at this rate if your monthly income is more than \$1,815 and you live alone, or if you live in a household of 2 and your monthly income is more than \$2,456." Amounts need to be revised annually to reflect the poverty guidelines for the current contract year.

Signs are required for congregate nutrition sites, and must state the suggested amount of contribution.

V. MINIMUM REQUIREMENTS FOR COLLECTING CONTRIBUTIONS

For all services, envelopes must be available for participants who may desire to use them in order to make contributions.

For services rendered in a public place (e.g. congregate nutrition), a locked box into which participants can place their contributions is required in addition to envelopes. Location of the locked box and envelopes must be in an area convenient for the participants and located so as to protect the confidentiality of the contribution.

The Applicant hereby certifies that the contribution standards contained within are being complied with to the best of his/her knowledge and belief.

Signature of Person Signing Agreement

Date

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.**



(check one)

New

Change

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

INSTRUCTIONS: Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

Mail to: Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601
Attention: Vendor Direct

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

--	--	--	--	--	--	--	--	--	--

3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature

Print Name/Title

Date

Section II- Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

--	--	--	--	--	--	--	--	--	--

10. Account Type:
(check one)

Checking

Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature

Print Name / Title

Date

(Leave Blank - to be completed by
Westchester County) - Vendor number assigned

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WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

SCHEDULE B

NEW YORK STATE

COMMUNITY SERVICES FOR THE ELDERLY PROGRAMS

SUBMITTED BY: _____

(AGENCY/MUNICIPALITY)

PERIOD COVERED: APRIL 1, 2015 TO MARCH 31, 2016

REQUIRED ACTION: SUBMIT ONE (1) COMPLETED COPY OF THIS
SCHEDULE B TO THE WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

ONE (1) COPY MUST BE MAINTAINED BY EACH OF
THE INDIVIDUALS LISTED ON PAGE 1, ITEM NUMBER 7
AND PAGE 2, ITEM NUMBER 8.

SEND TO:

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR
PROGRAMS AND SERVICES
9 SOUTH FIRST AVENUE, 10TH FLOOR
MT. VERNON, NEW YORK 10550-3414**

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
CSE 2015 - 2016**

SCHEDULE B

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Targeting and Equal Access Plan	16
PLAN FOR SERVICES USING STANDARD DEFINITIONS Plan for Services (check only those that apply):	
<u>STANDARD UNIT COST REIMBURSEMENT</u>	
<input type="checkbox"/> Assistance	17a – 17c
<input type="checkbox"/> Information	18a – 18c
<input type="checkbox"/> Nutrition Site Transportation	19a – 19c
<input type="checkbox"/> Supportive Services Transportation	20a – 20c
<u>NEGOTIATED UNIT COST OR LINE ITEM BUDGET PROVIDERS</u>	
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Job Descriptions (Attach Job Description for Each Position Funded)	26
Additional Agreement Provisions Independent Consultant Criteria	27 28a – 28b

* Pages marked with an asterisk require original signatures and dates.

**Include pages only for the service(s) which is (are) being provided.

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
CSE 2015 - 2016**

CONTRACTOR:

STATE- AID FUNDS UNDER THE NEW YORK STATE COMMUNITY SERVICES FOR THE ELDERLY ACT FOR PROGRAM PERIOD: APRIL 1, 2015 – MARCH 31, 2016.

1. Contractor Agency/Municipality: _____

Address: _____

City: _____, New York, Zip Code: _____

Phone: () _____

Person Submitting Schedule B: _____ Title: _____

Phone: _____ Email Address: _____

Cell phone number: _____ Fax number: _____

Program Director: _____ Title: _____

Phone: _____ Email Address: _____

2. Program Period: FROM: April 1, 2015 TO: March 31, 2016

3. Type of Organization: () Public () Private Not-for-Profit () Minority Not-for-Profit

4. Check One: () Program Currently Operating - Started in _____ year)

() Program to Start On: _____

5. Names of Municipalities to be Served: (1) _____

(2) _____ (3) _____

6. Amount of Contract:

a. State Funds: \$ _____

b. Contractor Match Funds: \$ _____

c. Total Above Funds (Line 6a + 6b): \$ _____

d. Other Resources (not included in grant budget): \$ _____

7. Official Authorized to Receive Payments:

Name: _____ Title: _____

Address: _____

City: _____ New York, Zip Code: _____

Phone: () _____ Email Address: _____

8. Person/s Responsible for:

Program Development and Operation:

Name: _____ Title: _____

Phone: _____ Email: _____

Preparation of Fiscal Claims and Vouchers:

Name: _____ Title: _____

Phone: _____ Email: _____

Preparation of Monthly Reports (SAMS):

Name: _____ Title: _____

Phone: _____ Email: _____

9. Westchester County Grant Funding for 2015 - 2016:

List all Westchester County Departments (including Department of Senior Programs and Services) that the agency/municipality is applying to for grant money. Include the department name, the type of grant, and the amount for each grant.

<u>Department</u>	<u>Type of Grant</u>	<u>Amount of Grant</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please check this box, if you do not receive any other grants from Westchester County.

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
CSE 2015 - 2016**

CONTRACTOR:

10. Terms and Conditions: The undersigned agrees, with respect to any funds used for Programs described in this Schedule B, to comply with all applicable Federal, State and Local laws not limited to and including the following:

- A. Title III of the Older Americans Act of 1965, as amended.
 - B. Administration on Aging Rules and Regulations for Title III.
 - C. New York State Office for the Aging Rules and Regulations for Title III.
 - D. Article 15 of the Executive Law of New York State (Law against Discrimination).
 - E. Governor's 1960 Code of Fair Practice.
 - F. Title VI of the Civil Rights Act of 1964 and 1991.
 - G. Standard Assurances included with this Schedule B.
 - H. Section 504 of the Rehabilitation Act of 1975.
 - I. Governor's Executive Order #19 (Prevention of Sexual Harassment).
 - J. Americans with Disabilities Act of 1990.
 - K. Age Discrimination in Employment Act of 1975.
 - L. New York State Elder Law.
 - M. Section 296 of the Executive Law as amended in 1996.
 - N. Federal Executive Order 13166
-

Signature of person on No. 7 or an authorized representative.
Use blue ink. "Per" signature not acceptable.

Date

PLEASE LEAVE BLANK - FOR DEPARTMENT OF SENIOR PROGRAMS AND SERVICES USE

Date Received

Date Requested Revisions

Date Revisions Received

Date Requested Revisions

Date Revisions Received

Date Requested Revisions

Date Revisions Received

Dept. of Senior Programs and Services Representative

Date Approved

STANDARD DEFINITIONS FOR SERVICES AND UNITS OF SERVICE

Assistance: This category was once referred to as case assistance and now requires a NAPIS Registration form to obtain individual names and demographic information. The Contractor will expend some time linking the client to available services and opportunities and, to the maximum extent practicable, conducting adequate follow-up.

Unit: One contact

Information: Is provided on services available within communities to an individual face to face, either over the telephone or electronically. Internet web "hits" are to be counted only if information is requested and supplied.

Unit: One contact

Nutrition Site Transportation:

Services which are operated regularly each week over a prescribed route or on a demand/response basis, which transport older persons to and from congregate nutrition sites.

Unit: Each one way trip per person

Supportive Services Transportation:

Services which are operated regularly each week over a prescribed route or on a demand/response basis, which transport older persons to and from needed community facilities and resources other than nutrition programs.

Unit: Each one way trip per person

Shared Housing: This program identifies homeowners willing to share their homes with compatible tenants on a peer-centered or Cross-generational basis in order to reduce living expenses and have companionship. It **does not** include providing the services included under the definition of Information and Assistance (see Information and Assistance definition).

Unit: One contact

Case Management: A comprehensive process that helps older persons with diminished functioning capacity, and/or their caregivers, gain access to and coordinate appropriate services, benefits and entitlements. Case management consists of assessment and reassessment, care planning, arranging for services, follow-up and monitoring and discharge. These activities must be provided by or under the direction of the designated case manager or case manager supervisor.

Case Management activities for clients receiving community-based long term care services:

- A. ***A Comprehensive MDS-Compliant Assessment*** is the collection of information about a person's situation and functioning and that of his/her caregivers, which allows identification of the person's specific strengths and needs in the major functional areas.
- B. ***A Care Plan*** is a formal agreement between the client and case manager and, if appropriate, the client's caregivers regarding client strengths and problems, goals and the services to be pursued in support of goals.

Case Management (Continued)

C. **Implementation of the Care Plan** (arranging and authorizing services) includes contacting service providers, conducting case conferences, and negotiating with providers for the delivery of needed services to the client as stated in the care plan.

Follow-up and Monitoring which provides for contact every two months with the client and is ongoing and regular with the service providers to ensure that service delivery is meeting the client's needs and being delivered at the appropriate levels and quality.

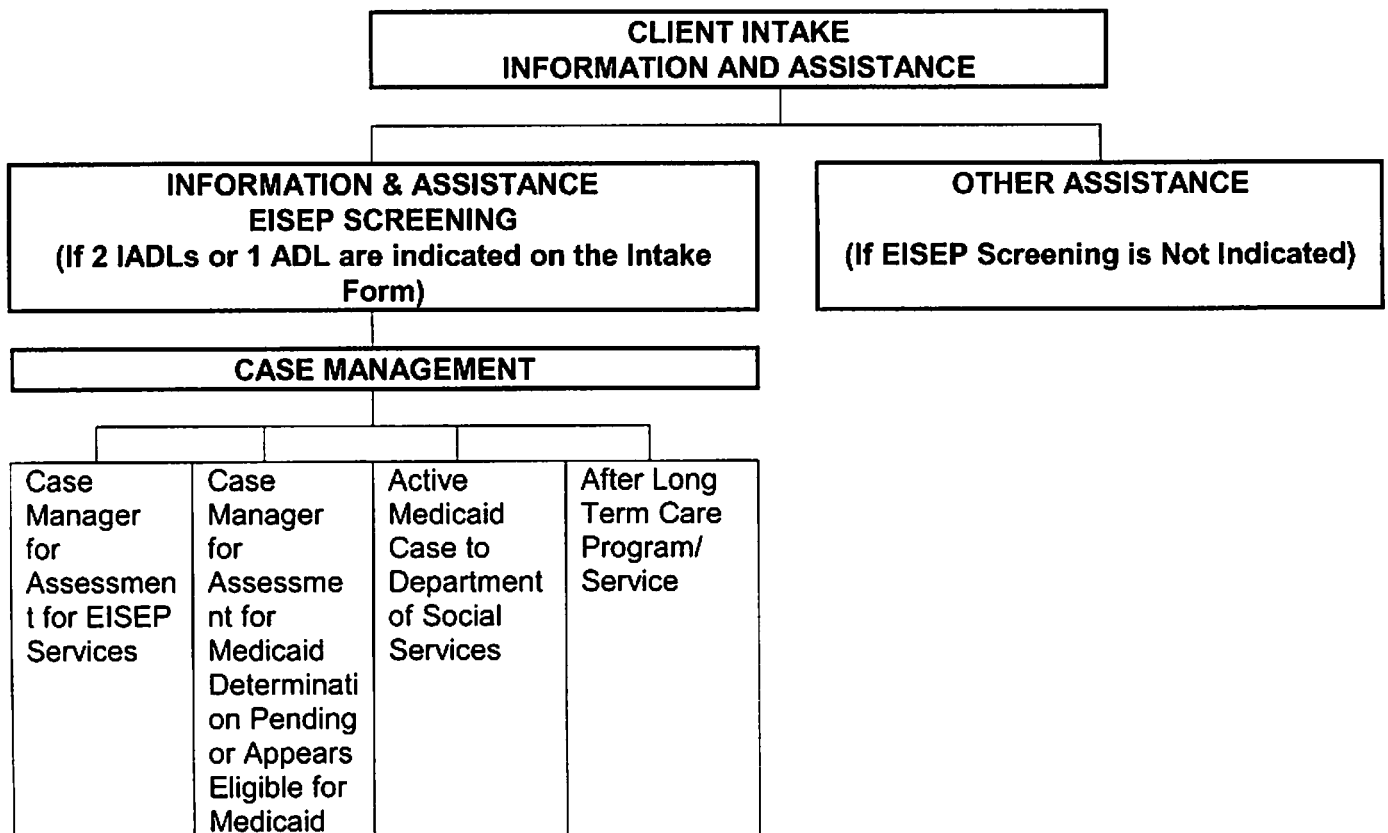
D. **Reassessment** is the formal re-examination of the client's situation and functioning and that of his/her caregivers to identify changes which occurred since the initial assessment/last reassessment and to measure progress toward goals outlined in the care plan. It is done at least annually and more frequently if needed. Changes are made to the care plan as necessary.

E. **Discharge** is the termination of case management services. Reasons for discharge may include the client requesting discharge, the attainment of goals described in the care plan, the client needing a type of service other than case management or ineligibility for the service. (Note: Failure to meet appropriate program standards and requirements may result in client discharge.)

Case managers may also be functioning in the role of a support coordinator or consultant. In this role, the case manager may be acting as a teacher, networker, counselor and/or family guide.

Unit: One hour of Service, including travel time.

**INFORMATION AND ASSISTANCE AND CASE MANAGEMENT
DELINEATION CHART**



RECIPIENT CHARACTERISTIC DEFINITIONS

1. **DISABLED**: "Any person who has a physical or mental impairment, which substantially limits one or more major life activities, has a record of such impairment or is regarded as having such impairment. This includes alcoholism and drug addiction."
2. **LOW INCOME**: "Any person whose income is at 150% of current poverty income guideline."
3. **POVERTY INCOME GUIDELINES**: Listed below are the 2015 Poverty Income Guidelines for your information.

<u>SIZE OF FAMILY</u>	<u>POVERTY INCOME GUIDELINES</u>	
	<u>100 %</u>	<u>150 %</u>
1	\$ 11,770	\$ 17,655
2	15,930	23,895
3	20,090	30,135
4	24,250	36,375

For each additional family member at 100%, add \$4,160

For each additional family member at 150%, add \$6,240.

(Source: Update of the HHS Poverty Guidelines --NY State Department of Health and Human Services, Federal Register/ Vol. 80, No.14/Thursday, January 22, 2015)

4. **AT RISK**: "Those 60+ individuals who are at greatest risk of institutionalization and/or who indicate the greatest social or economic need."
5. **FRAIL**: "Generally refers to those elderly persons 75 or older."
6. **LIVE ALONE**: "Anyone who does not have other persons living in their household."
7. **VETERANS**: "Any person who has served in the armed forces."

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
CSE 2015 - 2016**

STANDARD ASSURANCES

Information and Assistance:

In performing the services, the Contractor should familiarize themselves with New York State Office for the Aging Program Instruction No. 14-PI-02. The Contractor will be required to:

1. Have a system for targeting older individuals with the greatest economic or social need, isolated homebound elderly, and those with limited English proficiency.
2. Have written guidelines for determining whether the Contractor can help each prospective client.
3. Have a system for handling a client who cannot be helped by the selected Contractor but needs other services.
4. Have a system for determining whether to accept a prospective client, which involves a decision made by more than one employee.
5. Keep accurate records of why clients are rejected.
6. Have trained social workers among the Contractor's supervisory staff.
7. Regularly and properly monitor its caseloads.
8. Measure client satisfaction annually.
9. Provide a procedure for handling formal grievances of clients and rejected prospective clients.
10. Use standardized forms or reporting and data collection.
11. Have a system in place for referral to other agencies or programs in circumstances where the Contractor cannot handle the emergency needs of a client.
12. Report to the County statistical information and submit to the County supporting documentation concerning the services provided, upon request and/or at regular intervals, based on directions from the County. Such documentation will include, but not be limited to, invoices for all purchases; payroll time records; documentation concerning the Contractor's match, if applicable; municipal payment vouchers, if the Contractor is a governmental agency, or canceled checks, if the contractor is a private agency as required.

The Contractor will be required to provide whatever information and documentation is required, in whatever form required, in order for the County and the Contractor to comply with any and all applicable federal, state, or local reporting, auditing, or related requirements. Without limiting foregoing, the Contractor will be required to submit monthly reports on service delivery information and client demographic data through the County Department of Senior Programs and Services' web-based system, which meets the National Aging Program Information System (NAPIS) requirement. (Contractors will be notified if they are exempt from submitting reports electronically.) Reports for the prior month will be required to be completed and received by the County no later than the tenth (10th) day of the following month and/or entered on the website at the same time.

STANDARD ASSURANCES

Information and Assistance (Continued):

13. Maintain accurate, up-to-date information on resources available to the elderly including: name, address, telephone numbers of resource providers; services available; eligibility requirements; application procedures; cost of services; and geographic area served.
14. Maintain (and has available for periodic review) data on seniors who use the Information & Assistance Services provided by the selected proposer. That data includes the following, where applicable:
 - a.) name and telephone number of caller
 - b.) name of person(s) needing assistance, address and/or directions, telephone number
 - c.) purpose of call
 - d.) determination of need
 - e.) disposition of request
 - f.) follow-up time frame
15. Attempt to provide services to low-income minority individuals in at least the same proportion as the population of low-income minority older individuals bears to the population of older individuals of the area served by the provider.
16. Ensure that staff and volunteers participate in training in the purpose, goals and procedures for provision of the Information & Assistance Services being provided.
17. Ensure that records and information about or obtained from the elderly is treated as confidential and, accordingly, respect rights of privacy and store such records and information in a locked file.
18. Maintain a comprehensive selection of printed materials explaining services and benefits available to the elderly that are related to the Information & Assistance Services being provided.

STANDARD ASSURANCES

Transportation:

Transportation services coordinated and/or funded by the Area Agency provide eligible older persons with transportation to needed programs and services. The Contractor:

1. Maintains a client intake and reservation mechanism in place to document provision of the service.
2. Specifies how the transportation service needs of low-income minority individuals in the area are satisfied by the provider.
3. Attempts to provide services to low-income minority individuals in at least the same proportion as the population of low-income minority older individuals bears to the population of older individuals of the area served by the provider.
4. Ensures that all vehicles are equipped with:
 - a. first aid kit
 - b. fire extinguishers
 - c. seat belts
 - d. flares or reflective safety aids (triangles)
 - e. safety step
 - f. wheel chair tie down and safety belts when appropriate
 - g. two-way communicator: radio or cell-phone
5. Will carry insurance coverage in accordance with Schedule "A".
6. Has regularly scheduled vehicle safety and maintenance inspections.
7. Utilize drivers who have appropriate licenses.
8. The Contractor documents training of transportation providers.
9. Ensures transportation is accessible to disabled older persons; i.e., use of wheelchair lift equipped vehicles.
10. Conducts annual evaluations to determine client satisfaction and unmet needs.
11. Ensures provision is made for escort services when practicable.
12. Maintains the following documents for periodic review: logs, client intake cards, vehicle usage, description of routes, insurance documents, safety and inspection reports.
13. Works with other transportation providers to ensure a coordinated and cost effective system, expand services to increase sensitivity to the needs of older persons and improve their overall access to transportation services.
14. Ensures that grant funds are not used to transport clients who are eligible for other available services.

STANDARD ASSURANCES

Shared Housing:

The Contractor will be required to:

1. Have a system in place to identify potential service recipients.
2. Have a method(s) to inform potential clients of the availability of its service(s).
3. Have a system in place to determine client need/eligibility for agency's services.
4. Have written guidelines for determining whether the client is appropriate for the agency.
5. Ensure that staff and volunteers are adequately trained to provide the service.
6. Have sufficient staff to provide services.
7. Have a system in place to refer clients to other services if confronted with emergency needs of client.
8. Have a system in place if a client cannot be helped by the agency but needs other services.
9. The decision to accept a client is made by more than one staff member.
10. There is a system in place to handle formal grievances of clients
11. Have a system in place to ensure that client records are kept confidential.
12. Ensure that client records are readable, up-to-date and comprehensive.
13. Give appropriate credit to the funding source on all printed materials using funds provided by the Area Agency on Aging.
14. Utilize appropriate methods to assess client needs.
15. Provide general information on housing to clients and the general public.
16. Provide one-to-one counseling on housing needs.
17. Advocates for housing for the elderly.
18. Have an office that is convenient and readily accessible to the elderly, including seniors with disabilities.
19. Make home visits.
20. Have staff available that can address problems of eviction, relocation and homelessness.
21. Conduct extensive community outreach and marketing of the program to locate potential clients.
22. Target services to low income and minority elderly.

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
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STANDARD ASSURANCES

Shared Housing (continued):

23. Have a system in place to "match up" sharers and shares and to follow up to ensure that match continues to be acceptable to both clients.
24. Have procedures in place to reverse the match if it does not work out.
25. Advocate for increased safe and affordable housing.
26. Provide workshops on housing if requested by the Area Agency on Aging,
27. Collect and maintain in a case the following specific information: name, address, telephone number, emergency contacts, assessment of service needs, disposition (including referrals), follow-up and/or ongoing record of client contacts.
28. Maintain the following documents for periodic review: records of outreach efforts such as brochures, outreach logs, monthly summary roster, etc.
29. Employ a variety of outreach methods to locate the target population, e.g. media coverage (TV, radio, newspapers), notices in neighborhood, religious and community publications.
30. Measure client satisfaction annually.
31. Have a system in place for supervising staff and providing ongoing training and will ensure that staff are adequately trained.
32. Interview and screen all homeowners and each applicant who want to participate in the program.
33. Conduct reference checks on each applicant
34. Conduct a criminal background check on each applicant.
35. Collect rent on behalf of homeowner.
36. Conduct periodic home visits.
37. Facilitate the shared housing agreement.
38. Provide mediation and conflict resolution services.

STANDARD ASSURANCES

Case Management:

1. Case Manager can access services from Contractors and understands their contractual responsibilities.
2. Services are to be coordinated with the local Department of Social Services, when appropriate.
3. Communication between the Case Managers and the providers of other EISEP services is ongoing.
4. Client records and information are kept confidential.
5. The organizational structure is able to support the provision of case management standards.
6. Employment applications are to be kept in each staff person's record.
7. References are to be checked when staff is hired.
8. Case managers must meet one of these credentials:
 - a. Graduated from a regionally accredited college or university, or a New York State registered college or university, with a bachelor's degree.
 - b. Is a professional registered nurse who is licensed and currently registered in New York State.
 - c. Has the full-time equivalent of four years of satisfactory experience in one or any combination of:
 - Social casework
 - Social work in a community or social program
 - Teaching in an accredited school
 - Working as a community service worker or case aide in a local social service agency.
 - d. Possesses a satisfactory equivalent combination of the foregoing training and experience.
 - e. Be employed by the case management agency for at least 2 years before the effective date of the first EISEP regulations issued (7/31/87) and have a demonstrated ability to perform case management activities.
9. Case managers and supervisors must participate in training required by the Area Agency on Aging.
10. Case managers and supervisors must receive an orientation about the local program's administration, management, policies, procedures, description of service areas, and clients' rights.
11. Case managers and supervisors must participate in at least 16 hours per program year of locally arranged in-service training. (This may include continuing education credits).
12. Each case manager must have a designated case management supervisor.

STANDARD ASSURANCES

Case Management (con't.)

- 13. The case management supervisor must meet one of these credentials:**
- a. Graduated from a regionally accredited college or university, or a New York State registered college or university, with a bachelor's degree.
 - b. Is a professional registered nurse who is licensed and currently registered in New York State.
 - c. Has the full-time equivalent of six years of satisfactory experience in one or any combination of:
 - Social casework
 - Social work in a community or social program
 - Teaching in an accredited school
 - Working as a community service worker or case aide in a local social service agency.
 - d. Possesses a satisfactory equivalent combination of the foregoing training and experience.
 - e. Be employed by the case management agency for at least 2 years before the effective date of the first EISEP regulations issued (7/31/87) and have a demonstrated ability to perform case management activities.
- 14. Client records must contain:**
- a. Screening instrument
 - b. Assessment form (COMPASS or Substitute)
 - c. Cost sharing documentation (EISEP only)
 - d. Reassessment forms (at least every six months)
 - e. Signed service plans
 - f. Service request and authorization forms
 - g. Emergency service documentation
 - h. Narrative notes
 - i. Release of information forms
 - j. Signed client rights receipt
- 15. The client record contains an ongoing, up-to-date narrative that includes:**
- a. Observations
 - b. Problems
 - c. Plans of action
 - d. Records of telephone contacts
 - e. Records of in-home client visits
 - f. Follow-up activities
 - g. Start-up for homemaker/personal care or housekeeper/chore
 - h. Client confirmation that service has begun
 - i. Initial in-home visit by case manager
 - j. Case manager's personal contact with client or authorized representative, including dates; and showing at least one personal contact every 60 days

STANDARD ASSURANCES

Case Management (con't.)

16. Potential Medicaid clients are to be referred to Department of Social Services.
17. Discharge from case management services are to be for an appropriate reason.
18. The client or authorized representative must be notified in writing at least five days before discharge.
19. During the intake interview, information is to be obtained from the older person and informal caregivers, as appropriate, which enables the case manager to make a comprehensive assessment of the client's psycho-social, financial and health needs.
20. Records of the intake interview indicate which information came from the client and which observations are professional judgments of the worker.
21. Case managers are to follow-up with each client to ensure that the service delivery which has been scheduled is being provided as planned.
22. Reassessments are carried out as scheduled or when the case manager learns of any significant change in the client's situation. Reassessments are to be conducted no less than semi-annually.
23. When case management services are no longer needed or different services are required, a termination period is established between client and case manager to ensure that all referrals have been made and all transitional services delivered.

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
 CSE PROGRAMS 2015 - 2016

INDICATE () MUNICIPALITY
 () COUNTYWIDE
 () REGIONAL

CONTRACTOR: _____

ONE PG. PER SERVICE: _____

SUMMARY OF UNITS OF SERVICE AND RECIPIENT TARGET INFORMATION

CSE SERVICES	(1) TOTAL UNITS OF SERVICE	(1A) Total # of Per Person Trips	(1B) Total # of Per Person Contacts	(2) # of 60+ ELDERLY UNDUPLICATED	CHARACTERISTIC									(14) LTD ENG. PROF.		
					(3) LOW INCOME	(4) FRAIL/ DISABLED	(5) AGED 75+	(6) AGED 85+	(7) LIVING ALONE	(8) LOW INCOME MINORITY	(9) NATIVE AMERICAN/ ALASKAN	(10) ASIAN PAC ISL.	(11) BLACK - NOT OF HISPANIC ORIGIN		(12) HISPANIC/ LATINO	(13) Total Minority Pop. Co.s.9-12
1. # of Elderly County-Wide BY Characteristic				192,309	19,709	41,028	69,302	22,581	40,573	7,878	293	5,866	20,315	12,878	39,352	10,977
2. % Of Elderly County-Wide BY Characteristic				100%	10.25%	21.33%	36.04%	11.74%	21.10%	4.10%	0.15%	3.05%	10.56%	6.70%	20.46%	5.71%
3. County-Wide Minimum Targeting Objectives according to NYSOFA				12,411	3,562	5,784	6,786	2,947	6,071	1,907	23	271	2,023	1,174		1,304
4. County-wide Minimum Targeting % compared to Total Pop				6%	18%	14%	10%	13%	15%	24%	8%	5%	10%	9%		12%
5. # of Countywide, Regional or Municipal Elderly BY Characteristic	List Municipality (ies) Contractor will serve															
6. % of County wide, Regional or Municipal Elderly BY Characteristic compared to Total Pop.				0%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
7. #of County-wide, Regional or Municipal targeted Elderly to be Served BY Characteristic				0	0	0	0	0	0	0	0	0	0	0	0	
8. #of elderly Subcontractor is projecting to serve BY Characteristic																
9. % of Targeted Population on Line 7. Subcontractor is projecting to serve																

Please find DETAILED instructions for completion on next page LINE ITEM INSTRUCTIONS

DETAILED LINE ITEM INSTRUCTIONS FOR COMPLETING PAGE 14:

SUMMARY OF UNITS OF SERVICE AND RECIPIENT TARGET INFORMATION

- Lines 1 through 4 have been completed by DSPS
- Contractor should complete Lines 5 and 8
- Line 6, 7 and 9 will automatically calculate when Contractors input data on Lines 5 and 8 (Using Excel Program)
- If you do NOT have Excel, please use the formulas below to compute Lines 6, 7 and 9
- Contractors should use the Targeting Appendix on pages 14c (Pages 1-4) for Line 5
- An example of a completed page 14 has been provided for you on page 14b. Please refer to it for guidance

*Please do not hesitate to call your program liaison
if you should need additional assistance with completing page 14*

1. # of Elderly Countywide:

of 60+ population/ BY characteristic in Westchester County according to Census 2000

2. % of Elderly Countywide:

% of 60+ population/BY characteristic in Westchester County according to Census 2000

3. Countywide Minimum Targeting Objectives according to NYSOFA:

Minimum targeting objectives BY characteristics according to the New York State Office for the Aging

4. Countywide Minimum Targeting Objectives % of Total population:

Percentage of minimum targeted objectives compared to total population BY characteristic
Lines 3 divided by Line 1

5. # of Countywide, Regional or Municipal Elderly BY population Characteristic:

Please use Targeting Appendix Form for this line - if you are serving one municipality use the appropriate municipal data BY characteristic for that municipality - if you are serving more than one municipality, you will need to add appropriate data for each, and insert totals on this line. The same method should be used if you are serving a region, add all municipal data for that region by characteristic. If your service is County-wide use County-wide data on Line #1

6. % of County wide, Regional or Municipal Elderly BY Characteristic against total population Characteristic:

Percentage of population in service areas BY characteristic compared to total population BY characteristic
Line 5 divided by Line 1. If County-wide use data on Line #2

7. #of Countywide, Regional or Municipal targeted Elderly to be served BY Characteristic - at 100%:

Targeting potential by characteristic: *Line 3 X Line 6*

8 # of Elderly Subcontractor is projecting to serve BY Characteristic:

Contractor should insert # you expect to serve based upon budget capacity with acceptable units and per person costs

9. % of the Targeted Population BY characteristic, Contractor is projecting to serve:

Line 8 divided by Line 7. This indicator shows how much of the targeted population Contractor is projected to serve in proportion to the number of target elderly residing in the municipality to be served. Of course, budget determines service capacity.

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

CSE PROGRAMS 2015 - 2016

EXAMPLE

INDICATE () MUNICIPALITY _____
 () COUNTYWIDE _____
 () REGIONAL _____

CONTRACTOR: _____

ONE PG. PER SERVICE: _____

SUMMARY OF UNITS OF SERVICE AND RECIPIENT TARGET INFORMATION

	(1)	(1A)	(1B)	(2)	CHARACTERISTIC					NUMBER OF TOTAL MINORITY (COLUMN 13)						
					(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
CSE SERVICES	TOTAL UNITS OF SERVICE	Total # of Per Person Trips	Total # of Per Person Contacts	# of 60+ ELDERLY UNDUPLICATED	LOW INCOME	FRAIL/ DISABLED	AGED 75+	AGED 85+	LIVING ALONE	LOW INCOME MINORITY	NATIVE AMERICAN/ ALASKAN	ASIAN PAC ISL.	BLACK - NOT OF HISPANIC ORIGIN	HISPANIC/ LATINO	Total Minority Pop. Cols.9-12	LTD ENG. PROF.
1. # of Elderly County-Wide BY Characteristic				192,309	19,709	41,028	69,302	22,581	40,573	7878	293	5,866	20,315	12,878	39,352	10,977
2. % Of Elderly County-Wide BY Characteristic				100%	10.25%	21.33%	36.04%	11.74%	21.10%	4.10%	0.15%	3.05%	10.56%	6.70%	20.46%	5.71%
3. County-Wide Minimum Targeting Objectives according to NYSOFA				12,411	3,562	5,784	6,786	2,947	6,071	1,907	23	271	2,023	1,174		1,304
4. County-wide Minimum Targeting % compared to Total Pop				6%	18%	14%	10%	13%	15%	24%	8%	5%	10%	9%		12%
5. # of Countywide, Regional or Municipal Elderly BY Characteristic	List Municipality (ies) Contractor will serve			25,873	5,036	7,008	13,414	3,220	7,076	2,809	27	415	8,285	1,473	10,200	1,125
6. %of County wide, Regional or Municipal Elderly BY Characteristic compared to Total Pop.				13%	25.55%	17.08%	19.36%	14.26%	17.44%	35.66%	9.22%	7.07%	40.78%	11.44%		
7. #of County-wide, Regional or Municipal targeted Elderly to be Served BY Characteristic				1,670	910	988	1,313	420	1,059	680	2	19	825	134		
8. #of elderly Subcontractor is projecting to serve BY Characteristic				811	434	517	213	115	251	423	0	0	333	56		
9. % of Targeted Population on Line 7, Subcontractor is projecting to serve				48.57%	47.68%	52.33%	16.22%	27.37%	23.71%	62.21%	0.00%	0.00%	40.36%	41.70%		

WESTCHESTER COUNTY TARGETING APPENDIX

	1	2	2a	3	4	5	6	7	8	9	10
	60 +		Live Alone	Low Income 60+		Aged 75+		Aged 85+		Frail/ Disabled 60+	
Municipality	192,309	Municipality %	40,573	19,709	Municipality %	69,302	Municipality %	22,581	Municipality %	41,028	Municipality %
Ardsley	1,106	0.58%	96	26	2.35%	512	46.29%	170	15.37%	242	21.88%
Bedford	3,108	1.62%	539	138	4.44%	960	30.89%	251	8.08%	651	20.95%
Briarcliff Manor	1,659	0.86%	299	225	13.56%	729	43.94%	206	12.42%	365	22.00%
Bronxville	1,099	0.57%	363	16	1.46%	494	44.95%	114	10.37%	265	24.11%
Buchanan	430	0.22%	71	0	0.00%	173	40.23%	48	11.16%	93	21.63%
Cortlandt	6,901	3.59%	990	517	7.49%	1,520	22.03%	851	12.33%	1,455	21.08%
Croton-on-Hudson	1,641	0.85%	235	105	6.40%	694	42.29%	209	12.74%	349	21.27%
Dobbs Ferry	2,203	1.15%	420	25	1.13%	1052	47.75%	380	17.25%	498	22.61%
Eastchester	4,674	2.43%	1,268	295	6.31%	1,842	39.41%	626	13.39%	1,100	23.53%
Elmsford	699	0.36%	196	71	10.16%	288	41.20%	71	10.16%	153	21.89%
Greenburgh	11,067	5.75%	1,475	541	4.89%	2,998	27.09%	1158	10.46%	2,248	20.31%
Harrison	4,761	2.48%	731	279	5.86%	1,818	38.19%	539	11.32%	1,061	22.29%
Hasting-on-Hudson	1,903	0.99%	448	85	4.47%	879	46.19%	306	16.08%	409	21.49%
Irvington	1,422	0.74%	238	75	5.27%	543	38.19%	125	8.79%	291	20.46%
Larchmont	1,020	0.53%	264	0	0.00%	411	40.29%	86	8.43%	222	21.76%
Lewisboro	2,290	1.19%	174	64	2.79%	543	23.71%	122	5.33%	433	18.91%
Mamaroneck	2,487	1.29%	365	228	9.17%	667	26.82%	145	5.83%	547	21.99%
Mamaroneck (V)	3,729	1.94%	742	167	4.48%	1,231	53.76%	605	16.22%	462	12.39%
Mount Kisco	2,002	1.04%	399	288	14.39%	716	28.79%	218	10.89%	439	21.93%

WESTCHESTER COUNTY TARGETING APPENDIX

	1	2	2a	3	4	5	6	7	8	9	10
Municipality	192,309	Municipality %	40,573	19,709	Municipality %	69,302	Municipality %	22,581	Municipality %	41,028	Municipality %
60 +			Live Alone	Low Income 60+		Aged 75+		Aged 85+		Fraill Disabled 60+	
Mount Pleasant	4,847	2.52%	563	89	1.84%	1,672	44.84%	369	7.61%	945	19.50%
Mount Vernon	12,970	6.74%	3,988	2,023	15.60%	4,421	34.09%	1,558	12.01%	3,301	25.45%
New Castle	3,087	1.61%	265	23	0.75%	810	26.24%	201	6.51%	601	19.47%
New Rochelle	15,792	8.21%	3,088	2,183	13.82%	6,202	39.27%	2,091	13.24%	3,301	20.90%
North Castle	2,228	1.16%	257	122	5.48%	651	29.22%	167	7.50%	471	21.14%
North Salem	1272	0.66%	301	54	4.25%	474	37.26%	239	18.79%	274	21.54%
Ossining (T)	1,719	0.89%	109	823	47.88%	897	52.18%	410	23.85%	330	19.20%
Ossining (V)	3,601	1.87%	1,168	385	10.69%	1,232	34.21%	357	9.91%	786	21.83%
Peekskill	4,053	2.11%	1,291	579	14.29%	1,425	35.16%	465	11.47%	838	20.68%
Pelham Manor	1,108	0.58%	224	31	2.80%	432	38.99%	93	8.39%	230	20.76%
Pleasantville	1,322	0.69%	267	61	4.61%	552	41.75%	141	10.67%	279	21.10%
Port Chester	4,232	2.20%	1,532	633	14.96%	1,880	44.42%	514	12.15%	927	21.90%
Pound Ridge	1187	0.62%	89	19	1.60%	384	32.35%	67	5.64%	217	18.28%
Rye	3,077	1.60%	629	288	9.36%	1,212	39.39%	546	17.74%	343	11.15%
Rye Brook	2,389	1.24%	450	60	2.51%	1213	50.77%	422	17.66%	323	13.52%
Scarsdale	3,342	1.74%	555	119	3.56%	1,255	37.55%	311	9.31%	1005	30.07%
Sleepy Hollow	1,700	0.88%	397	216	12.71%	811	47.71%	251	14.76%	361	21.24%
Somers	5,939	3.09%	1,177	386	6.50%	2,534	42.67%	766	12.90%	1,378	23.20%
Tarrytown	2,327	1.21%	657	156	6.70%	870	37.39%	230	9.88%	494	21.23%
Tuckahoe	1,322	0.69%	292	147	11.12%	625	47.28%	186	14.07%	299	22.62%
White Plains	11,916	6.20%	2,960	1,443	12.11%	4,309	36.16%	1,328	11.14%	2,610	21.90%
Yonkers	39,590	20.59%	8,878	6,112	15.44%	14,594	36.86%	4,582	11.57%	8,437	21.31%
Yorktown	7,951	4.13%	1,843	588	7.40%	2,340	29.43%	937	11.78%	1,755	22.07%

WESTCHESTER COUNTY TARGETING APPENDIX

	11	12	13	14	15	16	17	18	19	20	21	22	23
	Total Minority 60+		Total low- Income Minority	Native Amer Alaskan 60+		Asian/ Pacific Islanders 60+		Black 60+		Hispanic/ Latino 60+		Limited English Proficiency 60+	
Municipality	39,352	Municipality %	7,878	293	Municipality %	5,866	Municipality %	20,315	Municipality %	12,878	Municipality %	10,977	Municipality %
Ardsley	71	6.42%	4	0	0.00%	0	0.00%	39	3.53%	32	2.89%	59	5.33%
Bedford	148	4.76%	14	0	0.00%	0	0.00%	85	2.73%	63	2.03%	89	2.86%
Briarcliff Manor	90	5.42%	4	0	0.00%	42	2.53%	23	1.39%	25	1.51%	35	2.11%
Bronxville	67	6.10%	0	0	0.00%	36	3.28%	5	0.45%	26	2.37%	0	0.00%
Buchanan	8	1.86%	0	0	0.00%	0	0.00%	4	0.93%	4	0.93%	0	0.00%
Cortlandt	615	8.91%	39	0	0.00%	173	2.51%	276	4.00%	166	2.41%	157	2.28%
Croton-on-Hudson	92	5.61%	0	0	0.00%	14	0.85%	37	2.25%	41	2.50%	39	2.38%
Dobbs Ferry	279	12.66%	40	4	0.18%	45	2.04%	62	2.81%	168	7.63%	73	3.31%
Eastchester	472	35.00%	0	0	0.00%	317	6.78%	35	0.75%	120	2.57%	269	5.76%
Elmsford	310	44.35%	44	0	0.00%	58	8.30%	172	24.61%	80	11.44%	57	8.15%
Greenburgh	2989	27.01%	409	9	0.08%	503	4.55%	1,622	14.66%	855	7.73%	300	2.71%
Harrison	229	4.81%	30	0	0.00%	144	3.02%	35	0.74%	50	1.05%	170	3.57%
Hasting-on-Hudson	107	5.62%	9	0	0.00%	0	0.00%	40	2.10%	67	3.52%	56	2.94%
Irvington	31	2.18%	0	0	0.00%	12	0.84%	9	0.63%	10	0.70%	7	0.49%
Larchmont	48	4.71%	15	0	0.00%	0	0.00%	11	1.08%	37	3.63%	0	0.00%
Lewisboro	114	4.98%	24	0	0.00%	70	3.06%	31	1.35%	13	0.57%	52	2.27%
Mamaroneck	187	7.52%	163	0	0.00%	62	2.49%	37	1.49%	88	3.54%	167	6.71%
Mamaroneck (V)	496	13.30%	134	0	0.00%	127	3.41%	188	5.04%	181	4.85%	167	4.48%
Mount Kisco	268	13.39%	68	0	0.00%	47	2.35%	101	5.04%	120	5.99%	271	13.54%

WESTCHESTER COUNTY TARGETING APPENDIX

	11	12	13	14	15	16	17	18	19	20	21	22	23
	Total Minority 60+		Total low- income Minority	Native Amer Alaskan 60+		Asian/ Pacific Islanders 60+		Black 60+		Hispanic/ Latino 60+		Limited English Proficiency 60+	
Municipality	39,352	Municipality %	7,878	293	Municipality %	5,866	Municipality %	20,315	Municipality %	12,878	Municipality %	10,977	Municipality %
Mount Pleasant	428	8.83%	95	0	0.00%	99	2.04%	122	2.52%	207	4.27%	296	6.11%
Mount Vernon	7502	57.84%	1,796	40	0.31%	200	1.54%	6,705	51.70%	557	4.29%	584	4.50%
New Castle	201	6.51%	24	0	0.00%	129	4.18%	37	1.20%	35	1.13%	66	2.14%
New Rochelle	3965	25.11%	1,013	17	0.11%	438	2.77%	2,610	16.53%	900	5.70%	735	4.65%
North Castle	89	3.99%	19	0	0.00%	25	1.12%	26	1.17%	38	1.71%	0	0.00%
North Salem	36	2.83%	0	0	0.00%	0	0.00%	11	0.86%	25	1.97%	58	4.56%
Ossining (T)	344	20.01%	194	23	1.34%	170	9.89%	62	3.61%	89	5.18%	214	12.45%
Ossining (V)	969	26.91%	169	25	0.69%	75	2.08%	567	15.75%	302	8.39%	150	4.17%
Peekskill	927	22.87%	194	0	0.00%	71	1.75%	563	13.89%	293	7.23%	196	4.84%
Pelham Manor	80	7.22%	0	18	1.62%	15	1.35%	22	1.99%	25	2.26%	48	4.33%
Pleasantville	71	5.37%	0	0	0.00%	0	0.00%	12	0.91%	59	4.46%	53	4.01%
Port Chester	1365	32.25%	349	14	0.33%	147	3.47%	378	8.93%	826	19.52%	672	15.88%
Pound Ridge	51	4.30%	0	0	0.00%	18	1.52%	15	1.26%	18	1.52%	8	0.67%
Rye	185	6.01%	15	0	0.00%	51	1.66%	40	1.30%	94	3.05%	32	1.04%
Rye Brook	158	6.61%	0	0	0.00%	29	1.21%	62	2.60%	67	2.80%	60	2.51%
Scarsdale	436	13.05%	15	0	0.00%	249	7.45%	67	2.00%	120	3.59%	113	3.38%
Sleepy Hollow	434	25.53%	85	0	0.00%	23	1.35%	76	4.47%	335	19.71%	194	11.41%
Somers	282	4.75%	20	69	1.16%	93	1.57%	48	0.81%	72	1.21%	46	0.77%
Tarrytown	385	16.54%	75	0	0.00%	48	2.06%	127	5.46%	210	9.02%	96	4.13%
Tuckahoe	248	18.76%	50	0	0.00%	81	6.13%	121	9.15%	46	3.48%	0	0.00%
White Plains	3547	29.77%	475	26	0.22%	289	2.43%	1,812	15.21%	1,420	11.92%	699	5.87%
Yonkers	10175	25.70%	2,269	48	0.12%	1889	4.77%	3,754	9.48%	4484	11.33%	4,191	10.59%
Yorktown	696	8.75%	20	0	0.00%	47	0.59%	191	2.40%	458	5.76%	302	3.80%

INDICATE () MUNICIPALITY
 () COUNTYWIDE
 () REGIONAL

Targeting Plan for Group Programs

CONTRACTOR: _____

SERVICE: _____

* Use as an indicator where services should be offered

		1	2	2A	3 *	4	5	6	7	8	8a	9	10 *	11	12	13	14	15	15a	
		60 + 192,309	Municipality %	*Low Income 19,709	% of County's Low Income Elderly Col. 2A / Col. Col. 2A Line 1	Input the # of Elderly You Served Last Year by Municipality	# of Targeted Elderly based on total served (col. 3 x total col. 4	Projected # of Low Income Elderly to be served per mun- icipality	Projected % of Low Income Elderly to be served per municipality (Col. 6/ total of Col 6)	Difference between targeted elderly and projected elderly to be served (Col. 5 - Col. 6)	% of targeted Low Income Elderly projected to be served (Col. 6/Col. 5)	Low Income Minority Elderly 7,878	% of County's Low Income Minority Elderly Col. 9 / Col. 9 Line 1	# of Elderly Served in Previous Year	# of Targeted Elderly based on total served (col. 10 x total of col. 11)	Projected # of Low Income Minority Elderly to be served per municipality	Projected % of Low Income Minority Elderly to be served per municipality (col. 13 / total of col. 13)	Difference between targeted elderly and projected elderly to be served (col. 12 - col. 13)	% of targeted Low Income Minority Elderly projected to be served (Col. 13/Col. 12)	
DO NOT ENTER ANY DATA WHERE YOU SEE GRAY SHADING: ALL GRAY SHADED AREAS CONTAIN FORMULAS						Input the # of Elderly You Served Last Year by Municipality	Input # of Low Income Elderly To Be Served in Each Municipality This Year	DO NOT ENTER ANY DATA WHERE YOU SEE GRAY SHADING: ALL GRAY SHADED AREAS CONTAIN FORMULAS								Input # of Low Income Minority Elderly To Be Served in Each Municipality This Year	DO NOT ENTER ANY DATA WHERE YOU SEE GRAY SHADING: ALL GRAY SHADED AREAS CONTAIN FORMULAS			
1	County Wide Total	192,309	100.00%	19,709	100.00%	0	0	0	#DIV/0!	0	0.00%	7,878	100.00%	0	0	0	#DIV/0!	0	0.00%	
2	Ardsley	1,106	0.58%	26	0.13%		0		#DIV/0!	0	0.00%	4	0.05%	0	0		#DIV/0!	0	0.00%	
3	Bedford	3,108	1.62%	138	0.70%		0		#DIV/0!	0	0.00%	14	0.18%	0	0		#DIV/0!	0	0.00%	
4	Briarcliff Manor	1,659	0.86%	225	1.14%		0		#DIV/0!	0	0.00%	4	0.05%	0	0		#DIV/0!	0	0.00%	
5	Bronxville	1,099	0.57%	16	0.08%		0		#DIV/0!	0	0.00%	0	0.00%	0	0		#DIV/0!	0	0.00%	
6	Buchanan	430	0.22%	0	0.00%		0		#DIV/0!	0	0.00%	0	0.00%	0	0		#DIV/0!	0	0.00%	
7	Cortlandt	6,901	3.59%	517	2.62%		0		#DIV/0!	0	0.00%	39	0.50%	0	0		#DIV/0!	0	0.00%	
8	Croton-on-Hudson	1,641	0.85%	105	0.53%		0		#DIV/0!	0	0.00%	0	0.00%	0	0		#DIV/0!	0	0.00%	
9	Dobbs Ferry	2,203	1.15%	25	0.13%		0		#DIV/0!	0	0.00%	40	0.51%	0	0		#DIV/0!	0	0.00%	
10	Eastchester	4,674	2.43%	295	1.50%		0		#DIV/0!	0	0.00%	0	0.00%	0	0		#DIV/0!	0	0.00%	
11	Elmsford	699	0.36%	71	0.36%		0		#DIV/0!	0	0.00%	44	0.56%	0	0		#DIV/0!	0	0.00%	
12	Greenburgh	11,067	5.75%	541	2.74%		0		#DIV/0!	0	0.00%	409	5.19%	0	0		#DIV/0!	0	0.00%	
13	Harrison	4,761	2.48%	279	1.42%		0		#DIV/0!	0	0.00%	30	0.38%	0	0		#DIV/0!	0	0.00%	
14	Hasting-on- Hudson	1,903	0.99%	85	0.43%		0		#DIV/0!	0	0.00%	9	0.11%	0	0		#DIV/0!	0	0.00%	
15	Irvington	1,422	0.74%	75	0.38%		0		#DIV/0!	0	0.00%	0	0.00%	0	0		#DIV/0!	0	0.00%	
16	Larchmont	1,020	0.53%	0	0.00%		0		#DIV/0!	0	0.00%	15	0.19%	0	0		#DIV/0!	0	0.00%	
17	Lewisboro	2,290	1.19%	64	0.32%		0		#DIV/0!	0	0.00%	24	0.30%	0	0		#DIV/0!	0	0.00%	
18	Mamaroneck	2,487	1.29%	228	1.16%		0		#DIV/0!	0	0.00%	163	2.07%	0	0		#DIV/0!	0	0.00%	
19	Mamaroneck Village	3,729	1.94%	167	0.85%		0		#DIV/0!	0	0.00%	134	1.70%	0	0		#DIV/0!	0	0.00%	
20	Mount Kisco	2,002	1.04%	288	1.46%		0		#DIV/0!	0	0.00%	68	0.86%	0	0		#DIV/0!	0	0.00%	
21	Mount Pleasant	4,847	2.52%	89	0.45%		0		#DIV/0!	0	0.00%	95	1.21%	0	0		#DIV/0!	0	0.00%	
22	Mount Vernon	12,970	6.74%	2,023	10.26%		0		#DIV/0!	0	0.00%	1,796	22.80%	0	0		#DIV/0!	0	0.00%	

INDICATE () MUNICIPALITY
 () COUNTYWIDE
 () REGIONAL

Targeting Plan for Group Programs

* Use as an indicator where services should be offered

		1	2	2A	3 *	4	5	6	7	8	8a	9	10 *	11	12	13	14	15	15a	
		60 + 192,309	Municipality %	*Low Income 19,709	% of County's Low Income Elderly Col. 2A / Col. Col. 2A Line 1	Input the # of Elderly You Served Last Year by Municipality	# of Targeted Elderly based on total served (col. 3 x total col. 4	Projected # of Low Income Elderly to be served per mun- icipality	Projected % of Low Income Elderly to be served per municipality (Col. 6/ total of Col 6)	Difference between targeted elderly and projected elderly to be served (Col. 5 - Col. 6)	% of targeted Low Income Elderly projected to be served (Col. 6/Col. 5)	Low Income Minority Elderly 7,878	% of County's Low Income Minority Elderly Col. 9 / Col. 9 Line 1	# of Elderly Served in Previous Year	# of Targeted Elderly based on total served (col. 10 x total of col. 11)	Projected # of Low Income Minority Elderly to be served per municipality	Projected % of Low Income Minority Elderly to be served per municipality (col. 13 / total of col. 13)	Difference between targeted elderly and projected elderly to be served (col. 12 - col. 13)	% of targeted Low Income Minority Elderly projected to be served (Col. 13/Col. 12)	
DO NOT ENTER ANY DATA WHERE YOU SEE GRAY SHADING: ALL GRAY SHADED AREAS CONTAIN FORMULAS						Input the # of Elderly You Served Last Year by Municipality	Input # of Low Income Elderly To Be Served in Each Municipality This Year	DO NOT ENTER ANY DATA WHERE YOU SEE GRAY SHADING: ALL GRAY SHADED AREAS CONTAIN FORMULAS								Input # of Low Income Minority Elderly To Be Served in Each Municipality This Year	DO NOT ENTER ANY DATA WHERE YOU SEE GRAY SHADING: ALL GRAY SHADED AREAS CONTAIN FORMULAS			
23	New Castle	3,087	1.61%	23	0.12%		0		#DIV/0!	0	0.00%	24	0.30%	0	0		#DIV/0!	0	0.00%	
24	New Rochelle	15,792	8.21%	2,183	11.08%		0		#DIV/0!	0	0.00%	1,013	12.86%	0	0		#DIV/0!	0	0.00%	
25	North Castle	2,228	1.16%	122	0.62%		0		#DIV/0!	0	0.00%	19	0.24%	0	0		#DIV/0!	0	0.00%	
26	North Salem	1,272	0.66%	54	0.27%		0		#DIV/0!	0	0.00%	0	0.00%	0	0		#DIV/0!	0	0.00%	
27	Ossining (T)	1,719	0.89%	823	4.18%		0		#DIV/0!	0	0.00%	194	2.46%	0	0		#DIV/0!	0	0.00%	
28	Ossining (V)	3,601	1.87%	385	1.95%		0		#DIV/0!	0	0.00%	169	2.15%	0	0		#DIV/0!	0	0.00%	
29	Peekskill	4,053	2.11%	579	2.94%		0		#DIV/0!	0	0.00%	194	2.46%	0	0		#DIV/0!	0	0.00%	
30	Pelham	1,137	0.59%	24	0.12%		0		#DIV/0!	0	0.00%	4	0.05%	0	0		#DIV/0!	0	0.00%	
31	Pelham Manor	1,108	0.58%	31	0.16%		0		#DIV/0!	0	0.00%	0	0.00%	0	0		#DIV/0!	0	0.00%	
32	Pleasantville	1,322	0.69%	61	0.31%		0		#DIV/0!	0	0.00%	0	0.00%	0	0		#DIV/0!	0	0.00%	
33	Port Chester	4,232	2.20%	633	3.21%		0		#DIV/0!	0	0.00%	349	4.43%	0	0		#DIV/0!	0	0.00%	
34	Pound Ridge	1,187	0.62%	19	0.10%		0		#DIV/0!	0	0.00%	0	0.00%	0	0		#DIV/0!	0	0.00%	
35	Rye	3,077	1.60%	288	1.46%		0		#DIV/0!	0	0.00%	15	0.19%	0	0		#DIV/0!	0	0.00%	
36	Rye Brook	2,389	1.24%	60	0.30%		0		#DIV/0!	0	0.00%	0	0.00%	0	0		#DIV/0!	0	0.00%	
37	Scarsdale	3,342	1.74%	119	0.60%		0		#DIV/0!	0	0.00%	15	0.19%	0	0		#DIV/0!	0	0.00%	
38	Sleepy Hollow	1,700	0.88%	216	1.10%		0		#DIV/0!	0	0.00%	85	1.08%	0	0		#DIV/0!	0	0.00%	
39	Somers	5,939	3.09%	386	1.96%		0		#DIV/0!	0	0.00%	20	0.25%	0	0		#DIV/0!	0	0.00%	
40	Tarrytown	2,327	1.21%	156	0.79%		0		#DIV/0!	0	0.00%	75	0.95%	0	0		#DIV/0!	0	0.00%	
41	Tuckahoe	1,322	0.69%	147	0.75%		0		#DIV/0!	0	0.00%	50	0.63%	0	0		#DIV/0!	0	0.00%	
42	White Plains	11,916	6.20%	1,443	7.32%		0		#DIV/0!	0	0.00%	475	6.03%	0	0		#DIV/0!	0	0.00%	
43	Yonkers	39,590	20.59%	6,112	31.01%		0		#DIV/0!	0	0.00%	2,269	28.80%	0	0		#DIV/0!	0	0.00%	
44	Yorktown	7,951	4.13%	588	2.98%		0		#DIV/0!	0	0.00%	20	0.25%	0	0		#DIV/0!	0	0.00%	

CONTRACTOR:

INDICATE () MUNICIPALITY
() COUNTYWIDE
() REGIONAL

SERVICE:

Targeting Plan for Group Programs

* Use as an indicator where services should be offered

1	2	3*	4	5	6	7	8	8a	9	10*	11	12	13	14	15	15a	
60 + 192,309	Municipality %	% of County's Low Income Elderly Col. 2A / Col. Col. 2A Line 1	Input the # of Elderly You Served Last Year by Municipality	# of Targeted Elderly based on total served (col. 3 x total col. 4	Projected # of Low Income Elderly to be served per mun-icipality	Projected % of Low Income Elderly to be served per municipality (Col. 6/ total of Col 6)	Difference between targeted elderly and projected elderly to be served (Col. 5 - Col. 6)	% of targeted Low Income Elderly projected to be served (Col. 6/Col. 5)	Low Income Minority Elderly 7,878	% of County's Low Income Minority Elderly Col. 9/ Col. 9 Line 1	# of Elderly Served in Previous Year	# of Targeted Elderly based on total served (col. 10 x total of col. 11)	Projected # of Low Income Minority Elderly to be served per municipality (col. 13 / total of col. 13)	Difference between targeted elderly and projected elderly to be served (col. 12 - col. 13)	% of targeted Low Income Minority Elderly projected to be served (Col. 13/Col. 12)		
192,309	100.00%	19,709	0	0	0	0	0	0.00%	7,878	100.00%	0	0	0	#DIV/0!	0	0.00%	
DO NOT ENTER ANY DATA WHERE YOU SEE GRAY SHADING: ALL GRAY SHADED AREAS CONTAIN FORMULAS																	
DO NOT ENTER ANY DATA WHERE YOU SEE GRAY SHADING: ALL GRAY SHADED AREAS CONTAIN FORMULAS																	
DO NOT ENTER ANY DATA WHERE YOU SEE GRAY SHADING: ALL GRAY SHADED AREAS CONTAIN FORMULAS																	
45	Totals	192,309	100.00%	19,709	100.00%	0	0	0	0	0.00%	7,878	100.00%	0	0	#DIV/0!	0	0.00%

At the top of the page indicate if the group services will serve specific municipalities, regions or if the services will be countywide.

Columns 1, 2, 3, 9 and 10 have been completed by the Department of Senior Programs and Services.

Column 3 - Compare column 3 (the percentage of the County's low income elderly per municipality) with column 7 (the projected percentage of low income elderly to be served per municipality). Use Column 3 as an indicator for where services should be offered, noting that low income elderly are one of the targeted populations that should be served.

Column 4 - Contractor should insert how many elderly were served last year in Westchester County. If using Excel, the amount will automatically be inserted into the total for column 4, column 11 and the total for column 11.

Column 5 - If completing in Excel, this column will be automatically calculated. If completing manually, multiply column 3 times the total of column 4. This indicator shows how much of the targeted population is projected to be served in proportion to the number of target elderly residing in the municipality to be served. Of course, budget determines service capacity.

Column 6 - Contractor should insert the # of low income elderly you expect to serve per municipality based upon budget capacity with acceptable units and per person costs.

Column 7 - If completing in Excel, this column will be automatically calculated. If completing manually, divide column 6 by the total of column 6.

Column 8 - If completing in Excel, this column will be automatically calculated. If completing manually, subtract column 6 from column 5.

Column 8a - If completing in Excel, this column will be automatically calculated. If completing manually, divide column 6 by column 5.

Column 10 - Compare column 10 (the percentage of the County's low income minority elderly per municipality) with column 14 (the projected percentage of low income minority elderly to be served per municipality). Use Column 9 as an indicator for where services should be offered, noting that low income minority elderly are one of the targeted populations that should be served.

Column 11 - Contractor should insert how many elderly were served last year in Westchester County. If using Excel, the amount will automatically be inserted from column 4.

Column 12 - If completing in Excel, this column will be automatically calculated. If completing manually, multiply column 10 times the total of column 11.

Column 13 - Contractor should insert the # of low income minority elderly you expect to serve per municipality, based upon budget capacity with acceptable units and per person costs.

Column 14 - If completing in Excel, this column will be automatically calculated. If completing manually, divide column 13 by the total of column 13.

Column 15 - If completing in Excel, this column will be automatically calculated. If completing manually, subtract column 13 from column 12.

Column 15a - If completing in Excel, this column will be automatically calculated. If completing manually, divide column 13 by column 12.

TARGETING AND EQUAL ACCESS PLAN

List the names of Services provided with this contract:

The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by DSPS, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

Please be specific in describing how the agency intends to provide services to the maximum extent feasible to:

- Low-income minority individuals:

- Older adults with limited English proficiency:

- If applicable, older adults residing in rural areas in the area served:

PLAN FOR SERVICES

SERVICE NAME/DEFINITION:

ASSISTANCE: This category was once referred to as case assistance and now requires a NAPIS Registration form to obtain individual names and demographic information. The Contractor will expend some time linking the client to available services and opportunities and, to the maximum extent practicable, conducting adequate follow-up.

UNIT OF SERVICE: One contact.

1. This service will be provided at the following site(s) during the following hours:

SITE LOCATION	DAYS/HOURS OF OPERATION

2. This service will be provided by the following staff person(s):

STAFF PERSON	DAYS/HOURS OF SERVICE PROVISION

- Is this service accessible to the Mobility Disabled? () Yes () No
- Is this service accessible to the Visually Impaired? () Yes () No
- Is this service accessible to the Hearing Impaired? () Yes () No

PLAN FOR SERVICES

5. The Major Action Steps that will be taken to improve the program must be completed below if:
- the Contractor's previous fiscal year's performance is less than 90% or
 - the Contractor has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

2015 - 2016 TIMETABLE

MAJOR ACTION STEPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

PLAN FOR SERVICES

SERVICE NAME/DEFINITION:

Information: is provided on services available within communities to an individual either face to face, over the telephone or electronically. Internet web "hits" are to be counted only if information is requested and supplied.

UNIT OF SERVICE: One contact.

1. This service will be provided at the following site(s) during the following hours:

SITE LOCATION	DAYS/HOURS OF OPERATION

2. This service will be provided by the following staff person(s):

STAFF PERSON	DAYS/HOURS OF SERVICE PROVISION

- Is this service accessible to the Mobility Disabled? () Yes () No
- Is this service accessible to the Visually Impaired? () Yes () No
- Is this service accessible to the Hearing Impaired? () Yes () No

PLAN FOR SERVICES

3. Describe how this service will be organized, operated, and coordinated. Describe the intended impact of the program. Outline any "new mechanisms involved in the program (i.e. innovative activities which facilitate access to and/or coordination of services). Attach an organization chart for this program for which job descriptions are a part of this Schedule.

4. Did the last Monitoring/Evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete next page.

PLAN FOR SERVICES

5. The Major Action Steps that will be taken to improve the program must be completed below if:
- the Contractor's previous fiscal year's performance is less than 90% or
 - the Contractor has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

2015 - 2016 TIMETABLE

MAJOR ACTION STEPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

PLAN FOR ACCESS SERVICES

SERVICE NAME/DEFINITION:

Nutrition Site Transportation - Services which are operated regularly each week over a prescribed route or on a demand/response basis, which transport older persons to and from congregate nutrition sites.

Unit of Service: Each one way trip per person

1. If a municipal applicant, do you have one or more nutrition site(s) located in your municipality?

() Yes () No

If yes, through what source(s) is transportation funded?

() WCDSPS & MUNICIPALITY FUNDS () MUNICIPALITY ONLY

() OTHER (Please specify source(s) _____)

- If no, do you need transportation to the site(s)? () Yes () No

- Other (please specify) _____

2. Nutrition Site Transportation:

Vehicle #1: () Demand/Response and/or () Prescribed Route

Driver Name: _____ Destination: _____

Licenser Plate #: _____ Passenger Capacity: _____

Is this vehicle accessible to the Mobility Disabled? () Yes () No

Is this vehicle accessible to the Visually Impaired? () Yes () No

Is this vehicle accessible to the Hearing Impaired? () Yes () No

Vehicle #2: () Demand/Response and/or () Prescribed Route

Driver Name: _____ Destination: _____

Licenser Plate #: _____ Passenger Capacity: _____

Is this vehicle accessible to the Mobility Disabled? () Yes () No

Is this vehicle accessible to the Visually Impaired? () Yes () No

Is this vehicle accessible to the Hearing Impaired? () Yes () No

PLAN FOR ACCESS SERVICES

4. The Major Action Steps that will be taken to improve the program must be completed below if:

- the Contractor's previous programmatic and/or fiscal year's performance is less than 90% or
- the Contractor has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

2015 - 2016 TIMETABLE

MAJOR ACTION STEPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

PLAN FOR ACCESS SERVICES

SERVICE NAME/DEFINITION:

Supportive Services Transportation: Services which are operated regularly each week over a prescribed route or on a demand/response basis, which transport older persons to and from needed community facilities and resources other than nutrition programs.

(Supportive Service Transportation will be funded only after Nutrition Site Participant Transportation is in place).

Unit of Service: Each one way trip per person

1. If you are a municipal applicant, do you transport seniors to local or regional sites?

() Yes () No

2. How is Nutrition Site Participant Transportation funded?

() WCDSPTS & MUNICIPALITY FUNDS () MUNICIPALITY ONLY
() OTHER (Please specify source(s) _____)

3. Supportive Services Transportation:

Vehicle #1: () Demand/Response and/or () Prescribed Route

Bus Company Name: _____

Driver Name: _____ Destination: _____

Licenser Plate #: _____ Passenger Capacity: _____

Is this vehicle accessible to the Mobility Disabled? () Yes () No

Is this vehicle accessible to the Visually Impaired? () Yes () No

Is this vehicle accessible to the Hearing Impaired? () Yes () No

Vehicle #2: () Demand/Response and/or () Prescribed Route

Bus Company Name: _____

Driver Name: _____ Destination: _____

Licenser Plate #: _____ Passenger Capacity: _____

Is this vehicle accessible to the Mobility Disabled? () Yes () No

Is this vehicle accessible to the Visually Impaired? () Yes () No

Is this vehicle accessible to the Hearing Impaired? () Yes () No

PLAN FOR ACCESS SERVICES

SERVICE NAME: Supportive Services Transportation

Vehicle #3: () Demand/Response and/or () Prescribed Route

Bus Company Name: _____

Driver Name: _____ Destination: _____

Licenser Plate #: _____ Passenger Capacity: _____

Is this vehicle accessible to the Mobility Disabled? () Yes () No

Is this vehicle accessible to the Visually Impaired? () Yes () No

Is this vehicle accessible to the Hearing Impaired? () Yes () No

What mechanisms are utilized to assist Disabled?

() LIFT () RAMP () ESCORT

() OTHER (Please specify the type) _____

NOTE: With respect to question #2, if you have more than one vehicle please submit this information for each vehicle and driver.

4. Did the last Monitoring/Evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete next page.

PLAN FOR ACCESS SERVICES

5. The Major Action Steps that will be taken to improve the program must be completed below if:

- the Contractor's previous programmatic and/or fiscal year's performance is less than 90% or
- the Contractor has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

2015 - 2016 TIMETABLE

MAJOR ACTION STEPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

PLAN FOR SERVICES

SERVICE NAME/DEFINITION:

CASE MANAGEMENT SERVICES - A comprehensive process that helps older persons with diminished functioning capacity, and/or their caregivers, gain access to and coordinate appropriate services, benefits and entitlements. Case management consists of assessment and reassessment, care planning, arranging for services, follow-up and monitoring and discharge. These activities must be provided by or under the direction of the designated case manager or case manager supervisor. This category includes case management services provided by the Area Agency to clients under the "Protective Services for Adults" program.

UNIT OF SERVICE: Case Management - 1 hour, including travel time

1. This service will be provided at the following site(s) during the following hours:

SITE LOCATION	DAYS/HOURS OF OPERATION

2. This service will be provided by the following staff person(s):

STAFF PERSON	DAYS/HOURS OF SERVICE PROVISION

- Is this service accessible to the Mobility Disabled? () Yes () No
- Is this service accessible to the Visually Impaired? () Yes () No
- Is this service accessible to the Hearing Impaired? () Yes () No

PLAN FOR SERVICES

3. Describe how this service will be organized, operated, and coordinated. Describe the intended impact of the program. Outline any "new mechanisms involved in the program (i.e. innovative activities which facilitate access to and/or coordination of services). Attach an organization chart for this program for which job descriptions are a part of this Schedule.

4. Did the last Monitoring/Evaluation Report from DSPS show unmet compliance requirements?
If so, describe and complete next page.

PLAN FOR SERVICES

5. The Major Action Steps that will be taken to improve the program must be completed below if:
- the Contractor's previous fiscal year's performance is less than 90% or
 - the Contractor has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

2015 - 2016 TIMETABLE

MAJOR ACTION STEPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

PLAN FOR "OTHER" SERVICES #1

The information below must be taken from standard definitions and units of service beginning on page 4.

SERVICE NAME: _____

DEFINITION:

Unit of Service: _____

PLAN FOR "OTHER" SERVICES #1

SERVICE NAME: _____

1. This service will be provided at the following site(s) during the following hours:

SITE LOCATION	DAYS/HOURS OF OPERATION

2. This service will be provided by the following staff person(s):

STAFF PERSON	DAYS/HOURS OF SERVICE PROVISION

- Is this service accessible to the Mobility Disabled? () Yes () No
- Is this service accessible to the Visually Impaired? () Yes () No
- Is this service accessible to the Hearing Impaired? () Yes () No

PLAN FOR "OTHER" SERVICES #1

SERVICE NAME: _____

4. Did the last Monitoring/Evaluation Report from DSPS show unmet compliance requirements? If so, describe and complete number 5.

5. The Major Action Steps that will be taken to improve the program must be completed below if:

- the Contractor's previous programmatic and/or fiscal year's performance is less than 90% or
- the Contractor has any unmet compliance requirements (service provision, recipient, reporting, or fiscal).

2015 - 2016 TIMETABLE

MAJOR ACTION STEPS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

SAMPLE PERSONNEL GROSS UNIT COST WORKSHEET

	1 Assigned Personnel for this Grant Service	2 Total FTE %	3 % of Time Working on Grant Service	4 FTE Actual % of time for this Grant Service col. 2 x col. 3	5 Annual Salary	6 Salary for this Grant Service col. 4 x col. 5
A. Administrative Positions:		CANNOT EXCEED 15% OF TOTAL FOR COL. 6				
1	Assistant Director	100.00%	2.00%	2.00%	\$42,300	\$846
2						
3						
4						
5						
	Administrative Staff TOTAL	100.00%	2.00%	2.00%	\$42,300	\$846
B. Program/Service Positions:						
1	Transportation Coordinator	100.00%	12.50%	12.50%	\$32,645	\$4,081
2	Scheduling Assistant	100.00%	10.00%	10.00%	\$23,125	\$2,313
3						
4						
5						
6						
	Program Staff TOTAL	200.00%	22.50%	22.50%	\$55,770	\$6,393
	Grand Totals	300.00%	24.50%	24.50%	\$98,070	\$7,239

Administration Cannot Exceed 15% = col. 6 Admin Staff Total divided by col. 6 Grand Total : 11.69%

Instructions: Identify each position to be supported by this service. Round Numbers to whole dollars.

Column 1 Separate Administration and Program Salaried Staff

Column 2 Example: full time staff = 100% FTE

Example: part-time staff working 21 out of 35 total hours = 21 hrs / 35 hrs = 60% FTE

Column 3 Indicate the % of time the employee is working on this grant and service

CONTRACTOR: _____

SERVICE: _____

PERSONNEL GROSS UNIT COST WORKSHEET

(see sample on page 18)

	1	2	3	4	5	6
	Assigned Personnel for this Grant Service	Total FTE %	% of Time Working on Grant Service	FTE Actual % of time for this Grant Service col. 2 x col. 3	Annual Salary	Salary for this Grant Service col. 4 x col. 5
A. Administrative Positions: CANNOT EXCEED 15% OF TOTAL FOR COL. 6						
1						
2						
3						
4						
5						
	Administrative Staff TOTAL	0.00%	0.00%	0.00%	\$0	\$0
B. Program/Service Positions:						
1						
2						
3						
4						
5						
6						
	Program Staff TOTAL	0.00%	0.00%	0.00%	\$0	\$0
	Grand Totals	0.00%	0.00%	0.00%	\$0	\$0

**Administration Cannot Exceed 15% = col. 6 Admin Staff Total divided by col. 6 Grand Total :
#DIV/0!**

Instructions: Identify each position to be supported by this service. Round Numbers to whole dollars.

Column 1 Separate Administration and Program Salaried Staff

Column 2 Example: full time staff = 100% FTE

Example: part-time staff working 21 out of 35 total hours = 21 hrs / 35 hrs = 60% FTE

Column 3 Indicate the % of time the employee is working on this grant and service

WESTCHESTER COUNTY
 DEPT. OF SENIOR PROGRAMS AND SERVICES
 CSE 2015 - 2016

CONTRACTOR: _____
 SERVICE: _____

SUPPORTING BUDGET SCHEDULE

2. FRINGE BENEFITS:				
Social Security	_____ %	Disability	_____ %	
Retirement	_____ %	Worker's Compensation	_____ %	
Health Insurance	_____ %	Unemployment Insurance	_____ %	
Life Insurance	_____ %	Other (Specify):	_____ %	
		_____	_____ %	
Composite Percentage _____ %				TOTAL \$

3. CONSULTANTS:				
(List Name and Title for Each Entry)	Type of Service	Unit Cost (Rate/Hr.)	No. of Units (Hours/Sessions)	Amount
Name _____ Title _____				\$
Name _____ Title _____				\$
Name _____ Title _____				\$
Name _____ Title _____				\$
TOTAL				\$

4. EQUIPMENT: (List only equipment having a unit cost of \$300 or more.) For all equipment rentals, attach a copy of the agreement.				
Item and Description	Quantity	Unit Purchase Price	Annual Unit Rental Price	Amount Chargeable to Program
				\$
				\$
				\$
				\$
				\$
TOTAL				\$

SUPPORTING BUDGET SCHEDULE

5. TRAVEL: (Staff, Volunteers, Advisory Committee, and Transportation of Participants)		
Mileage: _____ miles @ _____ * cents per mile	\$ _____	
Lodging and meals @ _____ per diem	\$ _____	
Public Transportation	\$ _____	
Gasoline and Oil	\$ _____	
Other Travel Costs (specify): _____	\$ _____	
_____	\$ _____	
*Attach a copy of your agency's approved travel policies.		TOTAL

6. RENT: (Include information below for all rental property. Also include total maintenance-in-lieu of rent charges for all sponsor owned property. Attach a copy of the lease for all rented property and a copy of the charge back breakdown for owned property).
 Use extra sheets if there are more than three rental properties - complete same information.

1)	Address _____ Owner _____	
	Square Footage _____ @ \$ _____ /Sq.ft. Check if In-Kind ()	
	Monthly Rental \$ _____ x 12 = \$ _____	
	Utilities \$ _____ Janitorial Services _____	
	Maintenance-in-lieu of rent \$ _____	
2)	Address _____ Owner _____	
	Square Footage _____ @ \$ _____ /Sq.ft. Check if In-Kind ()	
	Monthly Rental \$ _____ x 12 = \$ _____	
	Utilities \$ _____ Janitorial Services _____	
	Maintenance-in-lieu of rent \$ _____	
3)	Address _____ Owner _____	
	Square Footage _____ @ \$ _____ /Sq.ft. Check if In-Kind ()	
	Monthly Rental \$ _____ x 12 = \$ _____	
	Utilities \$ _____ Janitorial Services _____	
	Maintenance-in-lieu of rent \$ _____	
		TOTAL \$

7. COMMUNICATIONS:		
Telephone:	Briefly describe type and amount of charges, e.g., charge back by sponsor or monthly charge per phone, plus toll calls.	
	Telephone Cost:	\$ _____
	Postage: General Mailing Cost	\$ _____
	Postage: Special Bulk Mailing Cost	\$ _____
	Other	\$ _____
		TOTAL \$

WESTCHESTER COUNTY
 DEPT. OF SENIOR PROGRAMS AND SERVICES
 CSE 2015 - 2016

CONTRACTOR: _____
 SERVICE: _____

SUPPORTING BUDGET SCHEDULE

8. PRINTING AND SUPPLIES:			
Printing:			
	Description of Item	Quantity	Amount
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
Supplies: Office, Program and Janitorial			\$ _____
			TOTAL \$ _____
9. OTHER EXPENSES: (List specific items and costs)			
	\$ _____	Minor Alterations & Renovations	\$ _____
Bonding	\$ _____	Photocopying	\$ _____
Equip. Maint. & Repair	\$ _____	Data Processing	\$ _____
Vehicle Maint. & Repair	\$ _____	Other (specify)	
Conferences, Seminars & Training Funds	\$ _____		\$ _____
Memberships & Subscriptions	\$ _____		\$ _____
Audits	\$ _____		
			TOTAL \$ _____
10. SUBCONTRACTS: (List each contract and cost. Use extra sheets if necessary.)			
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
Total Number of Subcontractors: _____			TOTAL \$ _____

WESTCHESTER COUNTY
 DEPT. OF SENIOR PROGRAMS AND SERVICES
 CSE 2015 - 2016

CONTRACTOR: _____

SERVICE: _____

SUPPORTING BUDGET SCHEDULE

12. PARTICIPANT CONTRIBUTIONS:			
1.) Subcontractor Provided Services	1) \$ _____		
2.) Other Income (specify):			
_____ \$ _____			
_____ \$ _____			
_____ \$ _____	2) \$ _____		
3.) Total Income (# 1 + # 2)	3) \$ _____		
4.) Less Income Used As Matching Funds	4) \$ _____		
NET TOTAL (# 3 - # 4)			\$ _____
14. FEDERAL/STATE FUNDS		TOTAL	\$ _____
15. COUNTY FUNDS		TOTAL	\$ _____
16. CONTRACTOR MATCH FUNDS:			
SOURCE	AMOUNT	CHECKMARK IF IN-KIND	
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
TOTAL			\$ _____
17 OTHER RESOURCES		TOTAL	\$ _____

WESTCHESTER COUNTY
DEPT. OF SENIOR PROGRAMS AND SERVICES
CSE 2015 - 2016

CONTRACTOR: _____

SERVICE: _____

Budget Summary

BUDGET CATEGORY	Program Activity*	Direct Client Service*	Admin Support Functions*	Total Budget for this Service	Total Budget For All Services
1. Personnel (must agree with budget for all employees providing the service on page E)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. Fringe Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. Consultants	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4. Equipment	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5. Travel	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6. Rent	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7. Communications	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8. Printing & Supplies	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9. Other Expenses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10. Subcontracts	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11. Total Budget (lines 1-10)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11a. % of Total Budget	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12. Less Participant Contributions	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
13. Net Total (line 11-line 12)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
14. Federal/State Funds	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
15. County Funds	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
16. Contractor Match Funds	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
17. Other Resources	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

* Program Activity is the service being provided

* Direct Client Services are provided directly to the program participant

* Support Functions not to exceed 15% of total budget

2015 UNIT COST REIMBURSEMENT SUMMARY

	BUDGET CATEGORY	UNIT DEFINITION	
1.	Federal or State Allocation		
2.	Contractor Match at _____%		
3.	County Match for Contractor		
4.	GROSS TOTAL (Total Line 1 thru Line 3)		
5.	DSPS Reimbursement Unit Definition		
6.	Proposed Number of DSPS Reimbursable Units to be Served		
7.	Federal/State/County Unit Cost For Reimbursement (Line 1 + Line 3/Line 6)		
8.	Gross Total/Reimbursement Units (Line 4/Line 6). For Information Only		
9.	Number of Unduplicated Clients to be Served: Each of these individual clients will have a NAPIS or COMPASS Form Requirement in the SAMS System		
10.	Number of Clients to be Served: These clients will be counted in a Consumer Group in the SAMS System		
11.	NYSOFA Service Definition:		
12.	Proposed Number of NYSOFA Defined Units to be Served if Different than # 6 Above		

A. Actual Unit Cost Reimbursement includes Federal, State and County funds. Local match and contributions are not included in the actual reimbursement calculation.

B. The Department will reimburse utilizing unit cost for actual services provided and data entered in the Social Assistance Management System (SAMS), up to the not to exceed amount of this contract.

**WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
2015 - 2016 CSE PERFORMANCE SUMMARY COSTS**

Contractor

A. SERVICE NAME	Line 1 - 3 from page 24 of each contract				Line 6, p 24	Line 7, p 24	Line 9 p 24	Line 10, p 24
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Federal or State Allocation	Contractor Match	County Match for Contractors	GROSS TOTAL (Total Col 1 thru Col 3)	Proposed Number of DSPS Reimbursable Units to be Served	Federal/State/County Unit Cost For Reimbursement (Col 1 + Col 3/Col 5)	Number of Unduplicated Clients to be Served: Each of these individual clients will have a NAPIS or COMPASS Form Requirement in the SAMS System	Number of Clients to be Served: These clients will be counted in a Consumer Group in the SAMS System
1. A.								
A1. NYSOFA Unit:								
A2. DSPS Reimbursement Unit								
2. A.								
A1. NYSOFA Unit:								
A2. DSPS Reimbursement Unit								
3. A.								
A1. NYSOFA Unit:								
A2. DSPS Reimbursement Unit								
4. A.								
A1. NYSOFA Unit:								
A2. DSPS Reimbursement Unit								
5. A.								
A1. NYSOFA Unit:								
A2. DSPS Reimbursement Unit								
6. A.								
A1. NYSOFA Unit:								
A2. DSPS Reimbursement Unit								
7. A.								
A1. NYSOFA Unit:								
A2. DSPS Reimbursement Unit								
8. A.								
A1. NYSOFA Unit:								
A2. DSPS Reimbursement Unit								
9. A.								
A1. NYSOFA Unit:								
A2. DSPS Reimbursement Unit								

JOB DESCRIPTIONS

Job Descriptions of positions to be funded by the New York State Community Services for the Elderly Program must be submitted with this Schedule B.

AGENCY NAME _____

ADDRESS _____

JOB TITLE _____

CONTRACT PERIOD: FROM _____ TO _____

BASIC FUNCTIONS TO BE PERFORMED BY EMPLOYEE:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

MINIMUM ACCEPTABLE TRAINING, EXPERIENCE, KNOWLEDGE, SKILLS AND ABILITIES:

IF POSITION IS ALREADY FILLED, NAME OF EMPLOYEE: _____

NAME OF IMMEDIATE SUPERVISOR: _____

POSITION WITH AGENCY: _____

ADDITIONAL AGREEMENT PROVISIONS

REPORTING REQUIREMENTS

Without limiting the right of the County to require additional reports and unless otherwise specified in writing by the County, the Contractor shall furnish the following reports to the County Department of Senior Programs and Services prior to the tenth (10th) working day of each month:

1. Programmatic monthly statistical client and fiscal reports.
2. Monthly fiscal vouchering.

LICENSURE REQUIREMENTS

The Contractor shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of social services, the Contractor or its Contractors providing such services under the Four Year Plan shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected, trained and supervised.

CONTRACTOR BUDGET MATCH -- CSE 2015 - 2016

Please refer to your Notification of
Grant Award Letter which was enclosed
with your Agreement and Schedule Blanks

PURCHASE OF EQUIPMENT

Equipment purchased with Federal/State funds must **only** be used to benefit the elderly.

Independent Consultant Criteria

Summary of Federal Taxable Payroll Section 861

A worker is an employee, if the person for whom he works, has the right whether exercised or not, to direct and control the details of when, where and how the work is done and the final results.

Example: Construction Contractor as an Employer

- supervised and controlled the workers
- supplied major tools and equipment
- sometimes dictated the manner in which the job or end result was accomplished.

There are a number of factors which must be weighed against those that indicate independent contractor status, the relative importance of which depends on the occupation.

The following are some factors to be considered:

- 1 - An employee must comply with instructions about where, when, how to work.
- 2 - An employee receives training from an experienced employee. Independent Contractors ordinarily receive no training.
- 3 - Success or continuation of business depending on certain kinds of service indicates that a person is subject to direction and control and is an employee.
- 4 - If the employer is interested in who does the job as well as getting the job done, it indicates that the employer is interested in the methods used as well as the result of services rendered.
- 5 - When one worker hires, supervises and pays other workers under a contract in which he agreed to provide labor and materials, he is an Independent Contractor and not an employee.
- 6 - A continuing relationship even at irregular intervals is a factor tending to indicate employer-employee relationship.
- 7 - Set hours for work is indicative of employee status. The Independent Contractor is the master of his own time.
- 8 - An employee must devote full time to the employer different from an Independent Contractor who may have as many employers as he pleases. The meaning of full time varies with the intent of the parties.
- 9 - Doing the work, an employer's premises implies control especially if the work is of a nature that it could be performed elsewhere. The work done off the premises does not in itself mean no right to control exists.

Independent Consultant Criteria (cont'd.)

Summary of Federal Taxable Payroll Section 861

Control and therefore, employee status is indicated if:

- 10 - If a person must perform work in a prescribed sequence.
- 11 - If regular reports must be submitted by the worker.
- 12 - Payment for time is usually a manner for compensating employees. Independent contractors are paid by job, lump-sum, or commission. Minimum salary or drawing account without requirement for repayment of excess over earnings indicate employer-employee relationship.
- 13 - An employee has business and travel expenses paid by the employer.
- 14 - An employee has tools and materials furnished by the employer although in some jobs it is also customary for employees to use their own hand tools.
- 15 - A significant investment by a person in facilities used in performing services tends to show Independent Contractor status.
- 16 - An Independent contractor is in a position to realize a profit or also suffer a loss.
- 17 - A person's services which are available to the general public, generally indicates Independent Contractor status e.g. licenses, advertising, telephone directory.
- 18 - An employer has the right of discharge over an employee of which a collective bargaining agreement does not detract.
- 19 - An employee has a right to end his relationship with an employer without incurring liability.

7



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Manager

BOT Meeting Date: 11/16/2015

Item Type: Resolution

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

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

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

BID #2015-12 DEMOLITION OF 201 GRACE CHURCH STREET

Summary

Background:

The Village of Port Chester previously acquired the property located at 201 Grace Church Street, and upon the direction of the Board, staff has sought a contractor to demolish the structure located at the property. After receiving two bids for the demolition work advertised the Building Inspector recommends that the low bid be accepted and that the contract for this work be awarded to Gentile Construction.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

BID Analysis Sheet
 Bid submission from Gentile Construction
 Resolution

AWARDING BID FOR DEMOLITION
OF STRUCTURE AT 201 GRACE CHURCH STREET

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

WHEREAS, the Village of Port Chester has advertised that it was seeking bids for
demolition work for 201 Grace Church Street (BID# 2015-12); and

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

WHEREAS, Gentile Construction has submitted the lowest bid of \$21,950.00.

WHEREAS, the Building Inspector, Peter Miley recommends that this bid be accepted
which is in compliance with the bid specifications. Now therefore, be it

RESOLVED, that the Board of Trustees hereby awards the contract for Bid # 2015-12
Demolition of 201 Grace Church Street to Gentile Construction., located at 451 Old Nepperhan
Avenue, Yonkers New York, 10703, and be it further

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

RESOLVED, that the funding for said work be appropriated from Account Code
5.7110.400.2012.122 "201 Grace Church Street".

Approved as to Form:

Anthony M. Cerreto, Village Attorney

From: [Miley, Peter](#)
To: [Ameigh, Chris](#)
Subject: RE: Bid award 201 grace church street
Date: Thursday, November 12, 2015 11:30:18 AM

Hi Chris,

On November 3rd a consultation with the lowest bidder was conducted. Based on the consultation, it is my recommendation that the bid 15-12 be awarded to Gentile Construction Corp.

*Peter J. Miley
Building Inspector
Director of Code Enforcement
Village of Port Chester New York 10573
914-939-5203
pmiley@portchesterny.com*

From: Ameigh, Chris
Sent: Thursday, November 12, 2015 11:06 AM
To: Miley, Peter
Subject: Bid award 201 grace church street

Attached is a copy of the bid analysis sheet and a copy of the bid.

Hi Pete, please provide your recommendation of the bid 15-12 award for 201 grace church street demolition.

*Christopher Ameigh
Aide to the Village Manager
914 939 2200
222 Grace Church Street
Port Chester NY 10573*

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

BID #15-12

BID FOR: DEMOLITION OF STRUCTURE AT 201 GRACE CHURCH STREET

BID OPENING DATE: October 16, 2015

TIME: 10:00 a.m.

BID PUBLICATION DATE: October 2, 2015

SPECIFICATIONS AVAILABLE: October 5, 2015

Please Print Name and Address

BIDDER: *Gentile Construction*

ADDRESS: *451 Old Nepperhan Avenue*

ADDRESS:

CITY: *Yonkers*

STATE: *NY*

ZIP CODE: *10703*

E-MAIL: *Jgentile72@gmail.com*

PHONE #: *914-969-0736 or 914-755-0900*

FAX #:

AMOUNT: *\$21,950.00*

Please Print Name and Address

BIDDER: *Legacy SupplyLLC*

ADDRESS *14 Railroad Avenue*

ADDRESS:

CITY: *Valhalla*

STATE: *NY*

ZIP CODE: *10595*

E-MAIL: *lisa@legacysupplyllc.com*

PHONE #: *914-262-2040*

FAX #:

AMOUNT: *\$ 70,450.00*

Please Print Name and Address

BIDDER:

ADDRESS:

ADDRESS:

CITY:

STATE:

ZIP CODE:

E-MAIL:

PHONE #:

FAX #:

AMOUNT:

THE VILLAGE OF PORT CHESTER

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR DEMOLITION OF 201 GRACE CHURCH STREET
PORT CHESTER NY, BID NO. 2015-12



VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY NEW YORK
October 2, 2015

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SECTION A
PUBLIC NOTICE

PUBLIC NOTICE
NOTICE TO BIDDERS

DEMOLITION OF STRUCTURE AT 201 GRACE CHURCH STEET
BID No. 2015-12

VILLAGE OF PORT CHESTER
WESTCHESTER COUNTY, NEW YORK

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Village of Port Chester until **10:00 a.m. local time on October 16, 2015**, at the Office of the Village Clerk, 222 Grace Church Street, Port Chester, New York 10573, at which time and place said sealed bids will be publicly opened and read aloud for the work to:

Demolition of an unsafe structure located at 201 Grace Church Street, Port Chester, New York 10573.

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

Hard Copies of Specifications and Bid Proposal Forms may be procured at the Office of the Village Clerk, 222 Grace Church Street, Port Chester, New York between the hours of 9:00am and 5:00pm Monday through Friday (except legal holidays) upon payment of a cash fee, certified check or money order of \$30.00 for each set. If the copies of the plans and specifications are returned in good condition within thirty (30) days following the award of this contract the full amount of such deposit shall be returned.

A bid bond, certified check or bank check in the amount of 5% of bid must accompany the bid proposal. No Bidder may withdraw their bid within forty-five(45) days after the closing date for receipt of bid.

All bids must be submitted in a sealed envelope bearing the name and address of the bidder and clearly marked "**BID #2015-12 DEMOLITON OF 201 GRACE CHURCH STREET**"

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

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

Christopher D. Steers
Village Manager
Village of Port Chester

Dated: September 30, 2015

SECTION B
INSTRUCTIONS FOR BIDDERS

INSTRUCTIONS FOR BIDDERS

PROPOSALS are requested for the BID # 2015-12 DEMOLITION OF 201 GRACE CHURCH STREET and related work for the Village of Port Chester, New York, in accordance with specifications and other Contract Documents prepared by the Village of Port Chester

Each Proposal shall be made on a form prepared by the Village and included as one of the Contract Documents; and shall be submitted in a sealed envelope bearing the title of work and name of the Bidder. The Contractor's Bid shall be submitted in the entire bound Specifications and Contract Documents booklet including all original forms, any deviation shall be grounds for disqualification of bid.

In case of a difference between the stipulated amount of the Proposal written in words and the stipulated amount written in figures, the stipulated amount stated in words shall govern.

Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered. Oral proposals or modifications will not be considered.

Before submitting a Proposal, Bidders shall carefully read the Specifications and other contract Documents, **shall attend a site visit on October 9, 2015 at 11:00 a.m. for an inspection of the structure/site with the Building Inspector**, and shall fully inform themselves as to all existing conditions and limitations, and shall include in the Proposal a sum to cover the cost of all items included in the bid specifications.

Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the Bidder to see that the Proposal is received in a timely manner Any Proposal received after the scheduled time for receipt of Proposals shall be returned to the Bidder unopened.

Any Bidder may withdraw his Proposal, either personally or by written request, at any time prior to the scheduled time for receipt of Proposals.

Proposals will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.

The contract will be awarded to the lowest responsible Bidder who complies with all bid specifications and bid documents. The Village reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the Village. No Bidder may withdraw his Proposal for a period of 45 days after the date of opening thereof.

If any person contemplating submitting a Proposal is in doubt to the true meaning of any part of the specifications or other bid documents, or finds discrepancies in, or omissions contained therein, he/she may submit to the Village Building Inspector a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person

receiving a set of the bid package. Neither the Village nor the Building Inspector will be responsible for any other explanations or interpretations of the bid documents.

Any Addenda issued during the time of the bidding, or forming a part of the Contract Documents received by the Bidder for the preparation of a Bid shall be covered in the Proposal and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

No person, firm or corporation shall be allowed to make, file or be interested in more than one Proposal for the same Contract as the prime bidder. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

The work under this contract shall be completed within twenty (20) days after signing of the contract, unless the Village waives adherence to this date in writing.

The attention of persons intending to submit proposals is specifically called to the fact that no plea will be accepted in which a Contractor pleads misunderstanding or deception of estimates of quantities, character, scope of work, location or other conditions surrounding same. Permission will not be given to withdraw, modify or explain any proposal or bid after it has been deposited. To be entitled to consideration, a Certified Check or Bond payable to the Village of Port Chester, New York shall accompany the sealed bid, for the sum equal to 5% of the bid price. The checks of the unsuccessful bidders shall be returned within 30 days of the bid opening. Within ten (10) days of notification of acceptance and approval of the proposal, the successful bidder shall furnish the performance bond described herein, at which time the 5% check will be returned. Should the bidder neglect to or refuse to furnish the aforesaid bond, the 5% shall be retained by the Village of Port Chester, New York.

The Contractor shall provide a Performance Bond issued by a solvent insurance company authorized to do business in the State of New York, which will indemnify and insure the Village of Port Chester, New York, so that all work herein required to be performed and all material to be furnished, will be satisfactorily completed in accordance with this proposal. The amount of the bond shall be 100% of the amount of the contract price. The form of this bond is included herein.

The Contractor shall also pay for and furnish a separate Labor and Material Payment Bond guaranteeing prompt payment of monies due to all persons supplying the Contractor or any Sub contractor with work, labor or materials employed and used in carrying out the Contract. The amount of such bond shall be 100% of the amount of the contract price. The form of this bond is included herein.

The Contractor shall comply with all local, state, and federal laws, rules and regulations applicable and with the New York State Labor Law.

All costs and expenses for obtaining and providing required shop drawings, submittals, Insurances and Bonds shall be deemed included in all items of this contract and therefore no separate payment item is provided.

Any questions regarding the details or specifications shall be directed to the Village Manager, Christopher Steers, to the attention of Building Inspector, Peter Miley, no later than October 13, 2015.



SECTION C
TECHNICAL SPECIFICATIONS

SPECIFICATIONS

SCOPE OF WORK FOR THE DEMOLITION OF 201 Grace Church Street- Section 142.54 Block 2 Lot 54 on the Tax Map of the Town of Rye VILLAGE OF PORT CHESTER, NEW YORK

1. GENERAL:

The Contractor shall be held to have read and understood these specifications.

2. SCOPE OF WORK:

(a) The Contractor shall furnish all labor, materials, tools and equipment necessary to perform the demolition work.

(b) The Contractor shall perform the following:

(i) Demolish the structure.

(ii) Perform a Phase I environmental analysis, submit results to the Village prior to any demolition. No demolition shall commence until the report is reviewed and approved by the Village. In the event that any hazardous materials are discovered, the Contractor shall immediately notify the Village, and provide a detailed estimate of the cost to the Village for the remediation. Upon authorization by the Village, the Contractor shall take all legally mandated steps required for the specific substance found to properly abate and dispose of all such hazardous materials. Demolition may not begin until these steps are done to the Village's satisfaction.

(iii) Protect existing adjacent structures and property which shall include installing a locking 6 foot high temporary fence with screening around the area of demolition.

(iv) Install required erosion controls methods including, but not limited to: silt fence, dewatering system, storm drain protection(s) and tree protection(s)

(v) Contact 1800DIGSAFE to mark property for utilities, DIGSAFE # must be provided 3 days in advance of any demolition.

(vi) Notify all applicable utility agencies and request approval to disconnect same, disconnect letters by each agency shall be required prior to demolition. Agencies include: Con Edison (gas and electric), United Water and DPW for storm/ sanitary disconnect/ capping.

(vii) Remove existing foundations, foundation walls and basement slabs, if any, including accessory private sidewalks, driveways, fences, and certain vegetation as required.

(viii) Remove from site all demolition debris. Cart debris off-site, disposal manifest may be required depending on the type of debris.

(iv) Provide protection to, public sidewalks, signs, utilities and other items that are to remain as required.

(x) Obtain all required permits and pay all fees.

(xi) Disconnect, cap and seal existing sanitary sewer service..

(xii) Backfill and compact basement area.

3. DEMOLITION:

(a) Demolition shall be conducted in a timely manner and shall be completed within twenty (20) days of the Contractor's Notice to Proceed.

(b) All demolition materials become the property of the Contractor, unless otherwise indicated by the Village and shall be promptly removed from the site.

(c) The Contractor shall remove all equipment, machinery, trade or other fixtures remaining in the structure.

(d) All damage incurred in the demolition operation to structures, walks, paving or other property to remain shall be the responsibility of the Contractor who shall assume all costs resulting from such damage.

(e) Demolition shall be conducted in strict accordance with all applicable laws, regulations and codes.

(f) During demolition operations, the Contractor shall keep the work wetted down. The Contractor shall arrange to obtain water at its own expense.

4. MAINTAINING TRAFFIC:

(a) The Contractor will not close or obstruct streets or store materials on sidewalks, alleys, passageways or rights-of-way, unless authorized by the Department of Public Works General Foreman.

(b) The Contractor will conduct operations so as to minimally interfere with roads, streets, driveways, alleys, sidewalks and other means of ingress and egress.

(c) The Contractor shall provide, erect and maintain lights, barriers, and other items as may be required to maintain traffic, or as required by applicable law, regulation or code.

5. PROTECTION OF PROPERTY:

- (a) The Contractor shall protect adjacent property against damages which may occur from falling debris or other cause.
- (b) Where applicable, the Contractor shall take precaution to guard against movement, or settlement of adjacent buildings. The Contractor shall provide and place bracing and shoring as required. If at any time the safety of adjacent structures appears to be endangered, the Contractor shall cease operations and notify the Building Inspector.
- (c) If additional shoring or bracing is required, the Contractor shall undertake such work at no additional cost.
- (d) The Contractor shall maintain access to, and from, adjacent properties as required.

6. SALVAGE OR DISPOSAL:

The Contractor shall be entitled to all demolition materials, except as specifically tagged and marked to be removed by the Village. However, all piping, conduits, cables and other equipment belonging to public service companies shall not become the property of the Contractor, unless abandoned by the various companies owning or controlling the same which shall be confirmed in writing from said companies.

7. DEMOLITION PROCEDURE:

- (a) Material and debris resulting from the demolition shall be promptly removed from the premises.
- (b) Chutes for the removal of materials and debris may be provided in all such parts of demolition operations as are more than twenty feet above the point where the removal of materials is affected. Such chutes shall be completely enclosed and shall be equipped at the bottom with a gate or stop to provide a suitable means of closing or regulating the flow of the material. Chutes shall not extend in an unbroken line for more than twenty-five feet, but shall be equipped at intervals of twenty-five feet or less with substantial stops to prevent descending material from obtaining dangerous speeds.
- (c) After demolition of the building, all demolition debris shall be removed from the site with no material allowed to remain within, or to be used to fill, to any basement area or other sub surface void or vault.

8. BACKFILLING OPERATIONS:

- (a) Upon removal of all debris, foundation walls, floors etc., on-site approved materials, soil and/or gravel backfill as approved by the Village shall be placed and compacted to finish grade.
- (b) The final one foot (1') below finish grade shall be gravel as specified. Contractor shall furnish additional gravel material should adequate on-site approved material not be available.

(c) Contractor shall cover entire site with a minimum 2" of approved topsoil. Site shall be seeded and mulched with an "anchored" type mulch. Contractor shall be responsible for watering until turf is established

(d) Final site grading shall be as directed by the Village.

9. UTILITIES REQUIRED DURING CONTRACT:

All utilities and services necessary for the completion of the work shall be installed by, or for the Contractor, at its expense, and shall be removed when no longer required.

10. PRIVATE PROPERTY:

The Contractor shall not enter upon private property for any purpose without obtaining written permission, and shall be responsible for the preservation of all public property, trees, monuments, and other items along, and adjacent to, the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall take suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks, until the Village has witnessed, or otherwise referenced, their location and shall not remove them until directed.

11. REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES:

Upon the completion of all work, the Contractor shall remove all equipment, tools and supplies from the premises. Should the Contractor fail to remove such equipment, tools and supplies, it will be deemed property of the Village to dispose if as it may deem fit.

12. SHORING AND BRACING

(a) The Contractor shall be responsible for providing all bracing, shoring, needling, anchoring and other supports.

(b) The Contractor shall be held responsible for all damage due to his failure to provide adequate shoring and bracing of work in this contract.

13. PUMPING AND DRAINAGE

The Contractor shall provide and maintain all pumps, hose, strainers, connections and other equipment necessary to continually remove water of any kind or source.

14. ADJOINING PROPERTY

The Contractor shall be fully responsible for any and all damage or injury to property outside of the premises.

15. RUBBISH DISPOSAL

The Contractor shall be responsible for the disposal of all rubbish generated.

16. LIFTING DEVICES AND HOISTING FACILITIES

(a) The Contractor shall provide hoists and other lifting devices necessary for the execution of this contract, including all operating personnel as required.

(b) Equipment shall be provided by the Contractor with proper guys, bracing and other safety devices as required by all applicable laws, regulations or codes.

17. BARRICADES AND SIGNS

The Contractor shall provide an adequate barrier fence and signs and take all necessary precautions for the protection of the work and safety of the public.

18. OWNER'S REPRESENTATIVE

The Building Inspector or his designee shall be the Owner's Representative for this work. The Contractor shall report and advise him of the progress of the work. When the work is completed, the Contractor shall notify him in writing of same.

SECTION D
BID FORMS

**VILLAGE OF PORT CHESTER
DEMOLITION 201 GRACE CHURCH STREET BID NO. 2015-12
BID PROPOSAL FORM**

To: **Village Manager - Village Hall
Port Chester, New York**

Bid Submitted by:

Gentile Construction - Corp
(Name)
451 Old Neppenhan Ave Yorktown N.Y
(Address)
914-755-0900
(Telephone No.)

1. I/We do hereby declare that I/We have carefully examined the Notice to Bidders, the Details, and the Specifications relating to the above entitled matter and the work.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Details and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportations and materials necessary and proper for the purpose and the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefor, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefore, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Details and Specifications therefore within 10 business days after the award of the contract and if I/We fail to execute said contract within said period of time, that the Village Board shall have the power to rescind said award and also that the said Village Board shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond. The Contract execution will serve as the official notification to commence work.
5. I/We do also declare and agree I/We will be prepared to respond to any emergency work within five days after the Contract execution and will complete the work fully and in every respect on or before the time specified in said Contract and do authorize the said Board, in case of failure to complete the work within such specified time, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the Contract. I/We agree that the Village reserves the right to select any one, combination

of, or all the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.

6. I/We hereby affirm that by submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies, as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:
 - (a) the prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
 - (b) unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
 - (c) no attempt has been made or will be made-by the Bidder to induce any other person, partnership or corporation to submit or not submit a Bid for the purpose of restricting competition.
 - (d) no member of the Village Board or and officer or employee of the Village of Port Chester, New York, or person whose salary is payable in whole or in part from the said Treasury is, shall be or become interested, directly, as contracting party, partner, stockholder, surety or otherwise, in this Bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
8. I/We hereby further agree that this proposal is a firm Bid and shall remain in effect for a period of at least forty five (45) calendar days from the date of the opening of Bids, and that with said period of forty five (45) days, the Village of Port Chester will accept or reject this proposal, or this period may be extended by mutual agreement.
9. I/We do hereby declare that, if this is a Corporate Bid, I have been duly authorized to act as the Signator on this proposal in behalf of this Corporation.
10. I/We hereby affirm under penalty of perjury, the truth of all statements in this proposal.

BID


21,950.00
(written in numbers)

twenty one thousand nine hundred + fifty
(written in words)

Gentile Construction Corp Date: 10/15/15
(Legal Name of Bidder)

451 Old Neppenthan Av Yonkers N.Y 10703
Address of Individual, Firm or Corporation

914-755-0900
Telephone Number of Individual, Firm or Corporation

By: 
(Authorized Signator)

Corporate Seal
(if incorporated)

Bidder acknowledges receipt of Addenda as follows:

Rose

Signature.

Signature.

Signature.

STATE LAWS AND REGULATIONS

GRAND JURY TESTIMONY:

The bidder hereby agrees to the provisions of Section 103-a of the General Municipal Law which requires that upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction, or contract had with the State, any political subdivision thereof, a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) "such person, and any firm partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

The bidder does hereby certify that he or it is under no such impediment or disqualification from bidding created under Section 103-b of the General Municipal Law of the State of New York.

NON-COLLUSION IN BIDDING: Each bidder shall submit a statement of non-collusion in bidding the work proposed herein. Failure to submit a non-collusive bidding certificate will constitute grounds for the rejection of said bid.

EMPLOYMENT PREFERENCE: The contractor shall comply in all respects with Section 222 of the Labor Law of the State of New York, and agrees that preference shall be given in employment to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment, but persons other than citizens of the State of New York who may be employed by the contractor, or by any subcontractor, shall furnish satisfactory proof of residence in accordance with the rules adopted by the Industrial Commissioner of the State of New York. Upon demand of the aforesaid Industrial Commissioner, the contractor shall furnish a list of the names and addresses of all his subcontractors. The contractor and each subcontractor shall keep a list of his employees, stating whether they are citizens of the State of New York, native born citizens or naturalized citizens and, in case of naturalization, the date thereof, and the name of the court in which granted. This contract shall be null and void if the provisions of said Section 222 aforesaid are not complied with.

SALES TAX EXEMPTION: The contractor's attention is directed to Section 1115 of the Tax Law of the State of New York. In connection with capital improvement contracts entered into on or after September 1, 1974, all tangible personal property which will become an integral component of a structure, building or real property of New York State, or any of its political subdivisions, including the Village of Port Chester, is exempt from State and local retail sales tax and compensating use tax. In formulating their proposals, all bidders shall exclude any dollar amounts for the payment of State and local retail sales tax and compensating use tax. The successful bidder shall be obligated to file the required Contractor Exempt Purchase Certificates.

LABOR AND WAGES: A governing provision in the contract will be the rate of wages of all labor applicable to the kind of work, as determined by the New York State Industrial Commissioner pursuant to the Labor Law which states that a schedule of wages so determined by the New York State Industrial Commissioner and the Fiscal Officer be incorporated in the contract by the Village.

The contractor and each and every subcontractor performing work on the site of the project to which this contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York, and particularly Article 8 thereof. All provisions of Section 220 of the Labor Law shall be deemed a part of this contract.

NON COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the New York State General Municipal Law, as amended

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No Attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

- b. A bid shall not be considered for award nor shall any award be made where Sections a(1), (2), and (3) above have not been complied with, provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons therefor. Where Sections a(1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the Village of Port Chester thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: 10/15/15

(Seal of Corporation)

Gentile Construction Corp
Legal Name of Person, Firm or Corporation

451 Old Nepperhan Ave Yonkers N.Y 10705
Address of Person, Firm or Corporation

Signature: _____

Print Name & Title: Joseph Gentile PRES

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, hereinafter called the Principal. As Principal, and
the

_____,
of

_____ a corporation duly organized under the laws of the State of _____ hereinafter called the Surety, as
Surety, are held and firmly bound unto

_____ hereinafter called the Obligee in the sum of
_____ Dollars (\$ _____), for the payment of
which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter
into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bond as may
be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance
of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the
event of the failure of the Principal to enter such contract and give such bond or bonds, the Principal shall pay
to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligee may in good faith contract with another party to perform the work covered
by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____ AD 20 _____

In the presence of: { _____ (Seal)
PRINCIPAL

_____ { _____
WITNESS TITLE

{ _____ (Seal)
SURETY

_____ { _____
WITNESS TITLE

STATEMENT OF QUALIFICATIONS

The following is a list of places where we have performed work of similar character and magnitude, together with references:

Location	Description of Work & Date of Completion	Approximate Cost	Name and Phone of Engineer or Owner
77 BURNHA Ave ^{North} City Rockland N.Y	Demo 2 Houses + 1 Bldg	45,000	ORANGE + ROCKLAND HELMER + CRONIN 845-942-1330
Westchester County A.P.O. +	FUEL FARM	20,000	Westchester County JOHN STAN 914-995-4850
#41 per ~ Bldg Scarsdale N.Y	Demo / P.'s connect water + sewer	15,000	PAUL D. AMONCH 917-282-3000
Westchester Co. + water work	HAUL DEMO/FILL	28,000 +	MR. B. HOLSALL 914-698-3500 EXT 614

The full names and places of residences of all officers and principals in the bidding entity of the foregoing proposal are as follows:

(Officer Name)

(Place of Residence)

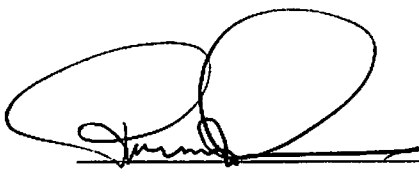
Joseph Gentile

9 BARNARD Rd
Armonk N.Y 10504

CERTIFICATE OF EQUIPMENT

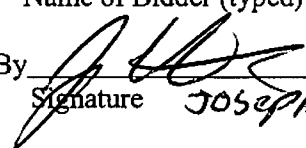
Gentile Construction Corp does hereby certify that (he is) (they are)
(as JOE Gentile pres [title] of the Corporation that it is) the owner or lessee of the equipment necessary for the execution of this Contract, and further certify that (he is, they are) fully prepared with the necessary capital, material and machinery to conduct this work as herein specified. The equipment available for the execution of this Contract is listed below:

- 1999 MACK ROLLOFF
- 2000 CAT 315 EXCAVATOR WITH GRAPPLE
- 2014 KUBOTA EXCAVATOR WITH GRAPPLE
- 1998 KOMATSU ROCK CRUSHER



Witness

ROBERT W ROMANO
Notary Public, State of New York
No. 02RO6107067
Qualified in Westchester County
Commission Expires Mar. 22, 2016

Gentile Construction Corp
Name of Bidder (typed)
By 
Signature Joseph Gentile

DEFAULT OF PREVIOUS CONTRACTS

Has Bidder defaulted on or failed to complete a contract within the last 5 years:

NO YES

Has any officer or principal of the bidding entity been involved with a firm that has defaulted on or failed to complete a contract within the last 5 years:

NO YES

If answer to either question is yes, please explain below:

(You may be required to provide further documentation of such default or failure to complete upon the Village's request)

Location	Description of Work	Approximate Cost	Name and Phone of Engineer or Owner	Reason for Default

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement will result in disqualification of bid.

Joseph Gentle Pres

(NAME AND TITLE OF SIGNER - PLEASE TYPE)



(SIGNATURE)

10/15/15

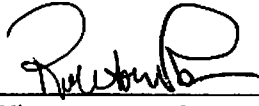
(DATE)

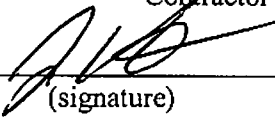
CONTRACTOR'S DECLARATION

The names and addresses of all partners, officers, or parties interested in the foregoing bid are as follows:

<u>Full Name</u>	<u>Title of Office Held if Bidder is a Corp.</u>	<u>Address</u>
<u>Joseph Gentile</u>	<u>Pres</u>	<u>9 BALMAIN RD ALMONK N.Y 10504</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned bidder hereby designates the address stated below as the place to which all notices and letters may be delivered or mailed.


Witness **ROBERT W ROMANO**
Notary Public, State of New York
No. 02A06107067
Qualified in Westchester County
Commission Expires Mar. 22, 2016

Gentile Construction Corp
Contractor
By 
(signature)
Title Pres

The business address of the bidder is:

The above-named bidder is a (corporation)(partnership)(individual) -- strike out designations which do not apply -- in the State of COMP.

DATE: 10/15/15

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Joseph Geble, certify that I am the Pres

of Geble Construction Corp

_____, Secretary of the Corporation named as Principal in the within

Geble Construction Corp


bond; that Joseph Geble

_____ who

signed the said bond on behalf of the Principal was then. Pres

_____ of said corporation; that I know his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body

(Corporate Seal)

 Pres
_____ Title

**CERTIFICATION BY BIDDER REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

Gentile Construction Comp

Name of Bidder

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246, Part II, Section 203 (b), (30F.R. 12319-25). Each Bidder is required to state in his bid whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable filing requirements.

CONTRACTOR'S CERTIFICATION

Contractor's Name: Gentile Construction Comp

Address: 451 Old Nepperhan Ave Yorkers N.Y

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. YES NO
2. Compliance reports were required to be filed in connection with such contract or subcontract. YES NO
If "YES", state what reports were filed and with what agency.
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. YES NO
4. If answer to item is "NO", please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law. (U.S. Code, Title 18, Section 1001).

Joseph Gentile

(NAME AND TITLE OF SIGNER - PLEASE TYPE)


(SIGNATURE)

10/15/15
(DATE)

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to permit their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Signature

Date

Name and Title of Signer (Please Type)

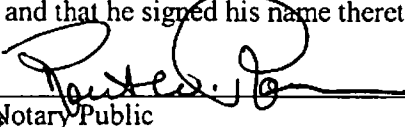
NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CONTRACTOR'S ACKNOWLEDGMENT

(If Corporation)

STATE OF NEW YORK) SS:
COUNTY OF WESTCHESTER)

On this 16th day of October, 2015, before me personally came Joseph Gentile, to me known, and known to me to be the President of Gentile Construction Corp. the corporation described in and which executed the within instrument, who being by me duly sworn, did depose and say that he resides at 9 Barnard Rd, Armonk, NY 10504 and that he is President of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

ROBERT W ROMANO
Notary Public, State of New York
No. 02R06107067
Qualified in Westchester County
Commission Expires Mar. 22, 2016


CONTRACTOR'S ACKNOWLEDGMENT

(If Individual)

STATE OF NEW YORK) SS:
COUNTY OF WESTCHESTER)

On this ___ day of _____, 20___, before me personally came _____, to me known and known to me to be the same person described in and who executed the within instrument and he duly acknowledged to me that he executed the same for the purpose herein mentioned and, if operating under any trade name, that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Westchester County.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

(If Partnership)

STATE OF NEW YORK) SS:
COUNTY OF WESTCHESTER)

On this ___ day of _____, 20___, before me personally came _____, to me known, and known to me to be a member of the firm of _____ and the person described in and who executed the within instrument in behalf of said firm, and he acknowledged to me that he executed the same in behalf of, and as the act of said firm for the purposes herein mentioned and that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Westchester County.

Notary Public

CERTIFICATE OF AUTHORITY

I, Joseph Gentile certify that
(officer other than officer executing proposal documents)

I am the Pres of Gentile Construction
(title) (name of contractor)

a corporation duly organized and in good standing under the law under which organized, e.g. the New York Business Corp. Law) named in the foregoing agreement; that Joseph Gentile (person executing bid proposal) who signed said agreement on behalf of the Contractor was, at the time of execution Gentile Construction Corp (the "Contractor) of the Contractor; that said agreement was duly signed for and in behalf of said Contractor by authority of its Board of Directors, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

Date: 10/15/15



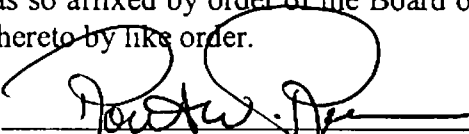
(Signature)

(Corporate seal)

STATE OF NEW YORK) SS:
COUNTY OF WESTCHESTER)

On this 16th day of October, 2015, before me personally came Joseph Gentile Jr, to me known, and known to me to be the President of Gentile Construction Corp. the corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he resides at 9 Barnard Rd, Armonk NY 10504, and that he is President of said corporation and knows the corporate seal of said corporation; that the seal affixed to the above certificate is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that ROBERT ROMANO signed his name thereto by like order.

ROBERT ROMANO
Notary Public, State of New York
No. 02RO6107067
Qualified in Westchester County
Commission Expires Mar. 22, 2016



Notary Public

CERTIFICATE OF SURETY

The undersigned hereby certify that they are the duly authorized agents of

duly authorized to do business in the State of New York, and agree to furnish to

surety bonds for the faithful performance of any and all provisions contained in the Specifications and Contract. The maximum amount that we will be surety for on each bond is:

Surety Company or Agent

By _____

The terms of the Surety Company for furnishing the bond are hereby accepted.

Name of Bidder

By _____

(signature)

Witness

Title _____

SECTION E

INDEMNIFICATION AGREEMENT,
AGREEMENT, PERFORMANCE, AND
LABOR & MATERIAL PAYMENT BONDS

INDEMNIFICATION AGREEMENT

The Contractor agrees to protect, defend, indemnify and hold the Village of Port Chester, and any agents, officers, employees and consultants of any of them; free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof: without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Owner for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Owner, or its employees.

SIGNED AND SEALED this _____ day of _____ A.D. 20____

In the presence of: { _____ (SEAL)
PRINCIPAL

_____ { _____
WITNESS TITLE

SECTION E


INDEMNIFICATION AGREEMENT,
AGREEMENT, PERFORMANCE, AND
LABOR & MATERIAL PAYMENT BONDS


INDEMNIFICATION AGREEMENT

The Contractor agrees to protect, defend, indemnify and hold the Village of Port Chester, and any agents, officers, employees and consultants of any of them; free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof: without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Owner for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Owner, or its employees.

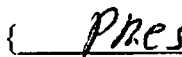
SIGNED AND SEALED this 15 day of October A.D. 2015

In the presence of:

 _____ (SEAL)
PRINCIPAL



WITNESS



TITLE

ROBERT W ROMANO
Notary Public, State of New York
No. 02RO6107067
Qualified in Westchester County
Commission Expires Mar. 22, 2016

AGREEMENT

THIS AGREEMENT, made this 15 day of October, 2015, by and between Gentle Construction Corp, (a corporation organized and existing under the state of

_____)*(a partnership consisting of

_____)*(an individual trading as

Gentle Construction)*(hereinafter called the "Contractor"

And Village of Port Chester, New York hereinafter called "the Village"

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents, including all Addenda thereto, numbered.

Article 2. The Contract Price. The Village will pay the Contractor for the performance of the Contract in current funds, for the work completed subject to any additions and deduction as provided for in the General Conditions.

* Strike out the two terms not applicable.

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

- a. This agreement
- b. Addenda (if any)
- c. Notice to Bidders
- d. Instructions to Bidders
- e. Signed copy of Bid, with all attachments required for the bidding
- f. Technical Conditions
- g. Payment & Performance Bonds

This Agreement, together with other Documents enumerated in the Article 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated; forms the Contract between the parties hereto. In the event that any provision in any component part of this

Contract conflicts with any provision of any other component, the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

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

ATTEST: Gentle Construction
(Contractor)

By: Joseph Gentle
(Name of Contractor)

Title: Pres

Village of Port Chester, New York

By: _____

Title: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____

(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called the Contractor, and _____

(Here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto _____

(Here insert the name and address or legal title of the Owner)

_____ as Obligee hereinafter called Owner, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ 2015

entered into a Contract with Owner for _____

_____ in accordance with drawings and specifications prepared by _____

(Here insert full name and title)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, the Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise shall remain in full force and effect.

- A. The Surety hereby waives notice of any alteration or extension of time made by the Owner.
- B. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly
- C. Complete the Contract in accordance with its terms and conditions, or
 - 1. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but the exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereof less the amount properly paid by Owner to Contractor.
 - 2. Any suit under this bond must be instituted before the expiration of two (2) years from the date which final payment under the Contract fails due.
- D. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

SIGNED AND SEALED this _____ day of _____ A.D. 20_____

In the presence of:

{ _____ (Seal)
Principal

Witness

{ _____
Title

{ _____
(Seal) Surety

Witness

{ _____
Title

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____

(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and _____

(Here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined,

in the amount of _____

_____ Dollars (\$ _____)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ 20 ____ entered

into a contract with Owner for _____

in accordance with the drawings and specifications prepared by _____

(Here insert full name and title)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably for use in the performance of the Contract, then this obligation shall

be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant,
 - 1. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the part to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner which is legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - 2. After the expiration of one (1) year following the date on which the Principal ceased work on such Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - 3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not

claim for the amount of such lien be presented under and again this bond.

SIGNED AND SEALED this _____ day of _____ A.D.20 _____

In the presence of:

{ _____ (Seal)
PRINCIPAL

WITNESS

TITLE

{ _____ (Seal)
SURETY

WITNESS

{ _____
TITLE

SECTION F
INSURANCE

INSURANCE

1. The Contractor, prior to signing of the contract, shall provide to the Village of Port Chester and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.

a. Workmen's Compensation. The Contractor shall take out and maintain during the life of this contract the statutory Workmen's Compensation, Disability, and Employer's Liability insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

b. General Liability Insurance with a single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. The Certificate of Insurance shall indicate the following coverage:

(1) Premises - Operations;

(2) Any deductibles shall not be the liability of the Village of Port Chester, New York.

c. Automobile Liability Insurance with the single limit of liability per occurrence for bodily injury and per occurrence for property damage at \$1,000,000. This insurance shall include coverage for:

(1) Owned automobiles;

(2) Hired automobiles;

(3) Non-owned automobiles.

d. Owners and Contractors Protective Liability Policy - \$1,000,000 single limit endorsed that the Village of Port Chester is not responsible for the premium.

e. Umbrella Liability Insurance Policy - \$5,000,000 single limit endorsed that the Village of Port Chester is not responsible for the premium.

f. Property Damage - Property Damage Insurance shall include the legal liability of its Contractor for loss or damage to property of the Village of Port Chester.

g. Unemployment Insurance - The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Law and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of

employees of the Contractor and his subcontractors assessed against the Owner under the authority of said law.

2. The Contractor shall obtain and maintain in full force and effect all of his insurance policies with a reputable insurer licensed to do business in the State of New York with at least a Best rating of A-.

3. All policies and certificates of the Contractor shall contain clauses as follows:

a. The insurance companies issuing the policy or policies shall have no recourse against the Village of Port Chester, New York for payment of any premium or for assessments under any form of policy.

b. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

c. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the Village of Port Chester, New York, by registered mail, return receipt requested.

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

5. All policies of insurance shall be acceptable to and approved by the Department of Law prior to the inception of any work.

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

7. If, at any time, any of the said policies shall be or become unsatisfactory to the Village of Port Chester, as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the Village of Port Chester the Contractor shall promptly obtain a new policy, submit same to the Village of Port Chester, for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provide, this Contract, at the election of the Village of Port Chester, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor for any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.

8. In the event that claims in excess of these amounts are filed by reason of any operations under the contract, the amounts of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish additional security covering such claims.

9. The Insurance Policy shall be endorsed to name the Village of Port Chester, as additional insured on all policies and Hold Harmless documents, and shall stipulate that this insurance is

primary, that any other insurance or self-insurance maintained by the Village of Port Chester shall be excess only and shall not be called upon to contribute with this insurance. ISO Additional Insured Endorsement form number CG2010 1185 under GL. Contractors Form B must be utilized and accompany the Certificate of Insurance.

10. Copies of the insurance policies shall be submitted to the Village of Port Chester attorney for approval prior to the signing of the Contract.

8



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Treasurer

BOT Meeting Date: 11/16/2015

Item Type: Resolution

Sponsor's Name: Leonie Douglas, Village Treasurer

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

Agenda Heading Title

(Will appear on the Agenda as indicated below)

BOND RESOLUTION FOR FIRE HOUSE APRONS

Summary

Background: At the October 19th, the Village Board of Trustees, discussed the deterioration of the Fire house aprons and it was the Boards desire to add the Fire house aprons to FY2015-16 Capital Plan. The Village engineer has estimated that the approximate cost to replace the old aprons is \$101,200. The Village Treasurer is therefore recommending that the Village Board adopts the attached Bond Resolution in the amount of \$101,200 in order to finance said project.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

**EXTRACTS FROM MINUTES OF A
MEETING OF THE VILLAGE OF PORT CHESTER, NEW YORK**

(Environmental Compliance Resolution – Addition/Reconstruction of Class “A” Building)

A regular meeting of the Board of Trustees of the Village of Port Chester (the “Village”), located in the County of Westchester, State of New York, was held at Village Hall, in the Village of Port Chester, New York, on November ___, 2015 at ___:___ P.M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

Trustee _____ submitted the following bond resolution and moved for its adoption. The motion was seconded by Trustee _____. The Board of Trustees was polled. The motion was adopted by a vote of ____ affirmative votes (being at least two-thirds of the voting strength of the Board of Trustees) with ____ negative votes and ____ votes absent.

**ENVIRONMENTAL COMPLIANCE RESOLUTION TO MAKE FINDINGS
AND DETERMINATIONS**

WHEREAS, _____, the Assistant Director of Planning & Development (the “Director”), has, at the request of the Board of Trustees of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in the County of Westchester, reviewed plans and cost estimates for the construction of an addition or additions to or the reconstruction of a class “A” building ,as described in one (1) serial bond resolution to be adopted by the Board of Trustees subsequent to the adoption of this resolution (each object or purpose or component of such various Village improvements, separately, or in any combination thereof, or in the aggregate, the “Project”) and said plans and costs estimates have been filed in the office of the Village Clerk and are on file for public inspection, as may be applicable; and

WHEREAS, the Village has determined that upon the examination of an environmental assessment form (“EAF”) prepared by the Director, that all components the Project are “Type II” actions, as those terms are defined in 6 NYCRR §617.2, and therefore the Village caused the EAF to be prepared and filed with the Village Clerk, as may be applicable; and

WHEREAS, it is proposed that the maximum amount estimated to be expended for the Project in its entirety is \$101,200 and that the costs of the Project, in whole or in part, as authorized by the Board of Trustees of the Village, are to be financed by the issuance of serial bonds of the Village pursuant to the Local Finance Law and, if deemed advisable, by the issuance of bond anticipation notes in anticipation of the issuance of said bonds; and

WHEREAS, it is proposed that the costs of the Project, as aforesaid, are to be paid in part from a tax levied upon all the taxable property in the Village in annual installments determined by the Board of Trustees;

NOW THEREFORE, pursuant to proceedings prescribed in 6 NYCRR at §617 of the State Environmental Quality Review Act (“SEQRA”) regulations, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF THE VILLAGE OF PORT CHESTER, NEW YORK, as follows:

Section 1. The Village, by and through its Board of Trustees, declares and designates itself to be the “lead agency” as that term is defined in 6 NYCRR §617.2(u), with respect to the continuing environmental review of the Project.

Section 2. It is hereby determined that the Project as aforesaid, is a “Type II”, as that term is defined in 6 NYCRR §617.2(aj).

Section 3. No other agency other than the Village is involved in said environmental review and no coordinated review is necessary or required.

Section 4. No hearing as set forth in 6 NYCRR §617.9(a)(4) is required in making the determinations contained herein with respect to the costs of the Project.

Section 5. Taking into account the criteria set forth in 6 NYCRR §617.7(c) upon review of all pertinent information, including taking a hard look at all the facts and circumstances, it is determined that the Project: does not require segmentation for adequate environmental compliance analysis, includes no unanticipated or unidentified adverse effects which should be anticipated with respect thereto, and is precluded from further review under the Environmental Conservation Law.

Section 6. It is hereby determined that for purposes of the SEQRA regulations the bond resolutions referred hereinabove to be adopted by the Board of Trustees under the Local Finance Law to finance the Project shall not be or be deemed to be an “action”, as that term is defined in 6 NYCRR §617.2(b), until its effectiveness following the estoppel period prescribed in §82.00 of the Local Finance Law.

Section 7. Taking into account the criteria set forth in 6 NYCRR §617, upon review of all pertinent information, including taking a hard look at all the facts and circumstances, it is determined that the Project (i) will not have a significant effect on the climate or climate change, and (ii) will not have a significant effect on the environment, and no unidentified adverse effects are anticipated with respect thereto and are precluded from further review under the Environmental Conservation Law.

Section 8. The Village shall include a true copy of this resolution in the file maintained, readily accessible to the public, in the office of the Village Clerk, containing the EAF.

Section 9. This resolution shall take effect immediately upon its adoption by the Board of Trustees of the Village.

I, **DAVID THOMAS**, Village Clerk of the Village of Port Chester, located in the County of Westchester, State of New York (the "Village"), **HEREBY CERTIFY** as follows:

1. A regular meeting of the Board of Trustees of the Village was duly held on November ____, 2015, and minutes of such meeting have been duly recorded in the Minute Book kept by me in accordance with the law for the purpose of recording the minutes of meetings of the Board of Trustees of the Village.

2. I have compared the attached extract with such minutes so recorded and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.

3. Such minutes correctly state the time when such meeting was convened and the place where such meeting was held and the members of the Board of Trustees of the Village who attended such meeting.

4. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the Village, this ____ day of November, 2015.

(SEAL)

DAVID THOMAS
Village Clerk
Village of Port Chester, New York




VILLAGE OF PORT CHESTER
DEPARTMENT OF PLANNING & DEVELOPMENT

222 Grace Church Street, Rm. 202
Port Chester, NY 10573
(P) 914.937.6780
(F) 914.939-2733

Jesica Youngblood, Assistant Director of Planning
Andrea Sherman, Assistant Planner
Constance Phillips, Planning Commission Secretary

To: Hon. Mayor Pill and Board of Trustees

From: Jesica Youngblood, Assistant Director of Planning and Development 

Re: Fire House Aprons – SEQRA Determination of Significance, Type II Action

CC: C. Steers, T. Cerreto, L. Douglas, D. Thomas, C. Ameigh

Date: November 13, 2015

The Village Board of Trustees desires to bond for the replacement of fire house aprons at the Fire Headquarters and Washington Park on November 16, 2015 at a regularly scheduled meeting. The funding for this type of activity for each location is considered a Type II Action as described in 6 NYCRR §617.5. A Short Environmental Assessment Form (EAF) has been prepared as an additive measure and is included in the record.

Any subsequent improvements or actions outside of the aforementioned line of work will require additional environmental review to analyze the potential for environmental impacts at that time.

For additional funding detail for the serial bond, please refer to the material prepared by the Village's Bond Counsel (Squire Patton Boggs).


617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
VILLAGE OF PORT CHESTER BOARD OF TRUSTEES			
Name of Action or Project: FIREHOUSE APRONS REPLACEMENT			
Project Location (describe, and attach a location map): WESTCHESTER AVENUE, SBL: 141.28-3-60			
Brief Description of Proposed Action: THE VILLAGE BOARD OF TRUSTEES DESIRES TO BOND FOR THE REPLACEMENT OF FIRE HOUSE APRON PANELLING AT THE WASHINGTON FIRE STATION, CONSTITUTING APPROXIMATELY 640 SQUARE FEET OF PROPOSED REPLACEMENT WORK. THE STATION RESIDES ON VILLAGE-OWNED LAND.			
Name of Applicant or Sponsor: VILLAGE OF PORT CHESTER (C/O VILLAGE MANAGER)		Telephone: 914-939-5200 E-Mail: CSTEERS@PORTCHESTERNY.COM	
Address: 222 GRACE CHURCH STREET, PORT CHESTER NY			
City/PO: PORT CHESTER NY		State: NY	Zip Code: 10580
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		0.149 acres	
b. Total acreage to be physically disturbed?		~0.037 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0.149 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): FIRE HOUSE <input type="checkbox"/> Parkland			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>CHRISTOPHER STEERS, VILLAGE MANAGER</u>		Date: <u>11-13-2015</u>
Signature: <u></u>		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
_____	_____
Name of Lead Agency	Date
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
VILLAGE OF PORT CHESTER BOARD OF TRUSTEES			
Name of Action or Project: FIREHOUSE APRONS REPLACEMENT			
Project Location (describe, and attach a location map): FIRE HEADQUARTERS - WESTCHESTER AVENUE, SBL: 142.22-1-28			
Brief Description of Proposed Action: THE VILLAGE BOARD OF TRUSTEES DESIRES TO BOND FOR THE REPLACEMENT OF FIRE HOUSE APRON PANELLING AT THE FIRE HEADQUARTERS STATION, CONSTITUTING APPROXIMATELY 1620 SQUARE FEET OF PROPOSED WORK. THE STATION RESIDES ON VILLAGE-OWNED LAND.			
Name of Applicant or Sponsor: VILLAGE OF PORT CHESTER (C/O VILLAGE MANAGER)		Telephone: 914-939-5200	
		E-Mail: CSTEERS@PORTCHESTERNY.COM	
Address: 222 GRACE CHURCH STREET, PORT CHESTER NY			
City/PO: PORT CHESTER NY		State: NY	Zip Code: 10580
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		0.245 acres	
b. Total acreage to be physically disturbed?		~0.015 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0.245 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): FIRE HOUSE			
<input type="checkbox"/> Parkland			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
PROPOSED ACTION RESIDES WITHIN 2000' OF SITE CODE V00459 AND V00516. NO DISTURBANCE OR IMPACT ANTICIPATED.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: CHRISTOPHER STEERS, VILLAGE MANAGER		Date: 11-13-2015
Signature: _____		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
_____	_____
Name of Lead Agency	Date
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT

**EXTRACTS FROM MINUTES OF MEETING OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF PORT CHESTER, NEW YORK**

(\$101,200 – Addition/Reconstruction of Class “A” Building, 25 years)

A regular meeting of the Board of Trustees of the Village of Port Chester (the “Village”), located in the County of Westchester, State of New York, was held at Village Hall, in Port Chester, New York, on November____, 2015 at _:_ P.M. (Prevailing Time), at which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

* * * * *

Trustee _____ submitted the following bond resolution and moved for its adoption. The motion was seconded by Trustee _____. The Board of Trustees of the Village was polled. The motion was adopted by a vote of ____ affirmative votes (being at least two-thirds of the voting strength of the Board of Trustees of the Village) with ____ negative votes and ____ votes absent.

**BOND RESOLUTION, DATED NOVEMBER_____, 2015,
AUTHORIZING THE ISSUANCE OF UP TO \$101,200 AGGREGATE
PRINCIPAL AMOUNT SERIAL BONDS OF THE VILLAGE OF PORT
CHESTER, COUNTY OF WESTCHESTER, STATE OF NEW YORK,
PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE
COSTS OF THE CONSTRUCTION OF AN ADDITION OR ADDITIONS
TO OR THE RECONSTRUCTION OF A CLASS “A” BUILDING.**

WHEREAS, the Board of Trustees of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in the County of Westchester, hereby determines that it is in the public interest of the Village to authorize the financing of the costs of the construction of an addition or additions to or the reconstruction of a class “A” building, all in and for the Village, including the acquisition of any applicable equipment, machinery, apparatus, land and rights-in-land necessary therefor and any preliminary and incidental costs related thereto, at a total estimated cost not to exceed \$101,200, in accordance with the Local Finance Law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Port Chester, County of Westchester, State of New York, as follows:

Section 1. There is hereby authorized to be issued serial bonds of the Village in the aggregate principal amount of up to \$101,200, pursuant to the Local Finance Law, in order to finance costs of the specific objects or purposes hereinafter described.

Section 2. The specific objects or purposes or class of objects or purposes to be financed pursuant to this bond resolution (collectively, the “Project”), the respective estimated maximum cost of each item of such specific objects or purposes or class of objects or purposes, the principal amount of serial bonds authorized herein for such specific objects or purposes or class of objects or purposes, and the period of probable usefulness of such specific objects or purposes or class of objects or purposes thereof pursuant to the applicable subdivision of paragraph a of Section 11.00 of the Local Finance law, are as follows:

(a) The costs of the construction of an addition or additions to or the reconstruction of a class “A” building, together with applicable incidental and preliminary costs in connection therewith, at an estimated maximum cost of \$101,200 for which \$101,200 principal amount of serial bonds are authorized herein and appropriated therefore, having a period of probable usefulness of twenty-five (25) years pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law. Such serial bonds shall have a maximum maturity of twenty-five (25) years computed from the earlier of (a) the date of the first issue of such serial bonds or (b) by the date of the first bond anticipation notes issued in anticipation of the issuance of such serial bonds.

Section 3. The Board of Trustees of the Village has ascertained and hereby states that (a) the estimated maximum cost of the classes of objects or purposes or specific objects or purposes listed in Section 2 above is \$101,200; (b) no money has heretofore been authorized to be applied to the payment of the costs of such objects or purposes; (c) the Board of Trustees of the Village plans to finance the costs of the Project from the proceeds of the serial bonds or bond anticipation notes authorized herein; (d) the maturity of the obligations authorized herein will be in excess of five (5) years; and (e) on or before the expenditure of moneys to pay for any item within an object or purpose set forth herein for which proceeds of obligations are to be applied to reimburse the Village, the Board of Trustees of the Village took “official action” for federal income tax purposes to authorize capital financing of such item.

Section 4. Subject to the terms and conditions of this bond resolution and the Local Finance Law, including the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 60.00, inclusive, the power to authorize serial bonds as authorized herein, and bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, the power to prescribe the terms, form and contents of such serial bonds and such bond anticipation notes,

and the power to issue, sell and deliver such serial bonds and such bond anticipation notes, are hereby delegated to the Village Treasurer, as the chief fiscal officer of the Village. The Village Treasurer is hereby authorized to execute on behalf of the Village all serial bonds issued pursuant to this bond resolution, and all bond anticipation notes issued in anticipation of the issuance of such serial bonds, and the Village Clerk is hereby authorized to impress the seal of the Village (or to have imprinted a facsimile thereof) on all such serial bonds and all such bond anticipation notes and to attest such seal. Each interest coupon, if any, representing interest payable on such serial bonds shall be authenticated by the manual or facsimile signature of the Village Treasurer.

Section 5. The faith and credit of the Village are hereby and shall be irrevocably pledged for the punctual payment of the principal of and interest on all obligations authorized and issued pursuant to this bond resolution as the same shall become due.

Section 6. When this bond resolution takes effect, the Village Clerk shall cause the same to be published, together with a notice in substantially the form prescribed by Section 81.00 of the Local Finance Law, in Westmore News and The Journal News, newspapers having a general circulation in the Village. The validity of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if such obligations are authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or the provisions of law, which should have been complied with at the date of the publication of this bond resolution, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or if such obligations are authorized in violation of the provisions of the Constitution of the State of New York.

Section 7. Prior to the issuance of any obligations authorized herein, the Board of Trustees shall comply with all applicable provisions prescribed in Article 8 of the Environmental Conservation Law, all regulations promulgated thereunder by the New York State Department of Environmental Conservation, and all applicable Federal laws and regulations in connection with environmental quality review relating to the Project (collectively, the “environmental compliance proceedings”). In the event that any of the environmental compliance proceedings are not completed, or require amendment or modification subsequent to the date of adoption of this bond resolution, the Board of Trustees will re-adopt, amend or modify this bond resolution prior to the issuance of any obligations authorized herein upon the advice of bond counsel.

Section 8. The Village hereby declares its intention to issue the serial bonds authorized herein, and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds (collectively, the “obligations”), to finance the costs of the Project. The Village covenants for the benefit of the holders of such obligations that it will not make any use of the proceeds of such obligations, any funds reasonably expected to be used to pay the principal of or interest on such obligations, or any other funds of the Village, and will not make any use of the Project which would cause the interest on such obligations to become subject to federal income taxation under the Internal Revenue Code of 1986, as amended (the “Code”) (except for the federal alternative minimum tax imposed on corporations by section 55 of the Code), or subject the Village to any penalties under section 148 of the Code, and that it will not take any action or omit to take any action with respect to such obligations, the proceeds thereof or the Project financed thereby, if such action or omission would cause the interest on such obligations to become subject to federal income taxation under the Code (except for the federal alternative minimum tax imposed on

corporations by section 55 of the Code), or subject the Village to any penalties under section 148 of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of any serial bonds authorized and issued under this bond resolution, or any other provisions hereof, until the date which is sixty (60) days after the final maturity date or earlier prior redemption date thereof. The proceeds of any obligations authorized herein may be applied to reimburse expenditures or commitments of the Village made in connection with the Project on or after a date which is not more than sixty (60) days prior to the adoption date of this bond resolution by the Board of Trustees.

Section 9. For the benefit of the holders and beneficial owners from time to time of the serial bonds authorized herein, and of bond anticipation notes issued in anticipation of the issuance of such serial bonds, the Village agrees, in accordance with, and as an obligated person with respect to such obligations under, Rule 15c2-12 (the “Rule”) promulgated by the Securities Exchange Commission pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided such financial information and operating data, financial statements and notices, in such manner as may be required for purposes of the Rule. In order to describe and specify certain terms of the Village’s continuing disclosure agreement for that purpose, and thereby to implement that agreement, including provisions for enforcement, amendment and termination, the Village Treasurer is authorized and directed to sign and deliver, in the name and on behalf of the Village, the commitment authorized by subsection 6(c) of the Rule (the “Commitment”) to be placed on file with the Village Clerk, which shall constitute the continuing disclosure agreement made by the Village for the benefit of holders and beneficial owners of such obligations authorized herein in accordance with the Rule, with any changes or amendments that are not inconsistent with this bond resolution and not substantially adverse to the Village and that are

approved by the Village Treasurer on behalf of the Village, all of which shall be conclusively evidenced by the signing of the Commitment or amendments thereto. The agreement formed collectively by this paragraph and the Commitment shall be the Village's continuing disclosure agreement for purposes of the Rule, and its performance shall be subject to the availability of funds and their annual appropriation to meet costs the Village would be required to incur to perform thereunder. The Village Treasurer is further authorized and directed to establish procedures in order to ensure compliance by the Village with its continuing disclosure agreement, including the timely provision of information and notices. Prior to making any filing in accordance with the agreement or providing notice of the occurrence of any material event, the Village Treasurer shall consult with, as appropriate, the Village Attorney and bond counsel or other qualified independent special counsel to the Village and shall be entitled to rely upon any legal advice provided by the Village Attorney or such bond counsel or other qualified independent special counsel of the Village in determining whether a filing should be made.

Section 10. This bond resolution is subject to a permissive referendum and will take effect upon its adoption by the Board of Trustees and the expiration of the period prescribed in the Village Law during which petitions for a permissive referendum may be submitted and filed with the Village Clerk.

I, **DAVID THOMAS**, Village Clerk of the Village of Port Chester (the “Village”), located in the County of Westchester, State of New York, **HEREBY CERTIFY** as follows:

1. A regular meeting of the Board of Trustees of the Village was duly held on November____, 2015, and minutes of such meeting have been duly recorded in the Minute Book kept by me in accordance with the law for the purpose of recording the minutes of meetings of the Board of Trustees.

2. I have compared the attached extract with such minutes so recorded and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.

3. Such minutes correctly state the time when such meeting was convened and the place where such meeting was held and the members of the Board of Trustees who attended such meeting.

4. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the Village, this ___ day of November____, 2015.

(SEAL)

DAVID THOMAS
Village Clerk
Village of Port Chester, New York

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in the County of Westchester, has on the ____ day of _____, 2015, duly adopted, pursuant to the Local Finance Law of New York, a bond resolution which:

(1) authorizes the Board of Trustees to finance the costs of the construction of an addition or additions to or the reconstruction of a class “A” building, in and for the Village, and authorizes the issuance of up to \$101,200 aggregate principal amount of serial bonds of the Village to finance the costs of such purpose, and

(2) states the estimated maximum total costs of the construction of an addition or additions to or the reconstruction of a class “A” building to be not in excess of \$101,200, states that such costs will be financed, in whole or in part, with (i) the issuance of obligations authorized in such bond resolution and (ii) a grant from the Department of State and sets forth the plan of financing of the costs of such purpose, and

(3) determines the period of probable usefulness of the purpose to be twenty-five (25) years, and

(4) determines that the maximum maturity of such serial bonds will be in excess of five (5) years, and

(5) delegates to the Village Treasurer the power to prescribe the terms, form and contents of such serial bonds and the power to authorize the issuance of, and the power to prescribe the terms, form and contents of, any bond anticipation notes issued in anticipation of the issuance of such serial bonds, including renewals thereof, and to issue, sell and deliver such serial bonds and such bond anticipation notes, and

(6) states that the validity of such serial bonds, or of such bond anticipation notes issued in anticipation of the issuance of such serial bonds, may be contested only if (a) such obligations are authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or (b) the provisions of law, which should have been complied with at the date of the publication of such bond resolution, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or (c) if such obligations are authorized in violation of the provisions of the Constitution of the State of New York.

Such bond resolution is subject to a permissive referendum under the provisions of Article 9 of the Village Law and petitions protesting against such bond resolution and requesting that it be submitted to the electors of the Village for their approval or disapproval may be filed with the Village Clerk at any time within thirty (30) days after the date of the adoption of such bond resolution.

By order of the Board of Trustees of the Village of Port Chester, County of Westchester, State of New York.

Dated: _____, 2015

DAVID THOMAS
Village Clerk
Village of Port Chester, New York

**VILLAGE OF PORT CHESTER
COUNTY OF WESTCHESTER, NEW YORK
CERTIFICATE OF NO PROTEST**

I, **DAVID THOMAS**, Village Clerk of the Village of Port Chester (the "Village"), a municipal corporation of the State of New York, located in the County of Westchester, **HEREBY CERTIFY** as follows:

1. The Board of Trustees at a regular meeting thereof duly called and held on _____, 2015, adopted a bond resolution having the following title:

**BOND RESOLUTION, DATED NOVEMBER_____, 2015,
AUTHORIZING THE ISSUANCE OF UP TO \$101,200 AGGREGATE
PRINCIPAL AMOUNT SERIAL BONDS OF THE VILLAGE OF PORT
CHESTER, COUNTY OF WESTCHESTER, STATE OF NEW YORK,
PURSUANT TO THE LOCAL FINANCE LAW, TO FINANCE THE
COSTS OF THE COSTS OF THE CONSTRUCTION OF AN ADDITION
OR ADDITIONS TO OR THE RECONSTRUCTION OF A CLASS "A"
BUILDING.**

2. On and prior to the date hereof, no petition or petitions protesting such bond resolution and requesting that it be submitted to the electors of the Village for their approval or disapproval have been filed with the Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the Village, this ___ day of _____, 2015.

(SEAL)

DAVID THOMAS
Village Clerk
Village of Port Chester, New York

**VILLAGE OF PORT CHESTER
COUNTY OF WESTCHESTER, NEW YORK**

ESTOPPEL NOTICE

The bond resolution published herewith was adopted by the Board of Trustees of the Village of Port Chester (the “Village”), a municipal corporation of the State of New York, located in the County of Westchester, on November_____, 2015. The effectiveness of such bond resolution was subject to a permissive referendum and notice thereof was given as prescribed by law. The period of time prescribed by law has elapsed for the submission and filing of a petition for a permissive referendum and a valid petition has not been submitted and filed. The validity of the obligations authorized by such bond resolution may be hereafter contested only if such obligations were authorized for an object or purpose, or class of object or purpose, for which the Village is not authorized to expend money, or the provisions of law, which should have been complied with at the date of the publication of this notice, were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of the publication of this notice, or if such obligations are authorized in violation of the provisions of the Constitution of the State of New York.

Date: _____, 2015

DAVID THOMAS
Village Clerk
Village of Port Chester, New York

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VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Manager

BOT Meeting Date: 11/16/2015

Item Type: Resolution

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

	Yes	No	Description	Yes	No
Fiscal Impact	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Funding Source:N/A			BID #		
Account #:001.0001.1740.0000.0000			Strategic Plan Priority Area		
	Yes	No	Business & Economic Development		
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A		

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

2015 Holiday Free Parking Request

Summary

Background:

As per past years, the Chamber of Commerce is requesting that we provide for free parking during the holiday season to encourage patronage of local businesses. They request that free parking occur 12/21/15 – 12/30/15 in specific areas of the village.

The 2015 Holiday Free Parking Period Request from the Chamber of Commerce comes with its associated costs in terms of lost revenue. Because we grant this parking exemption on an annual basis it is difficult to determine the exact cost as we effectively lose any chance of gaining data on the increase in parking demand during the holiday season. With that in mind, an attempt to quantify the cost to tax payers has been made.

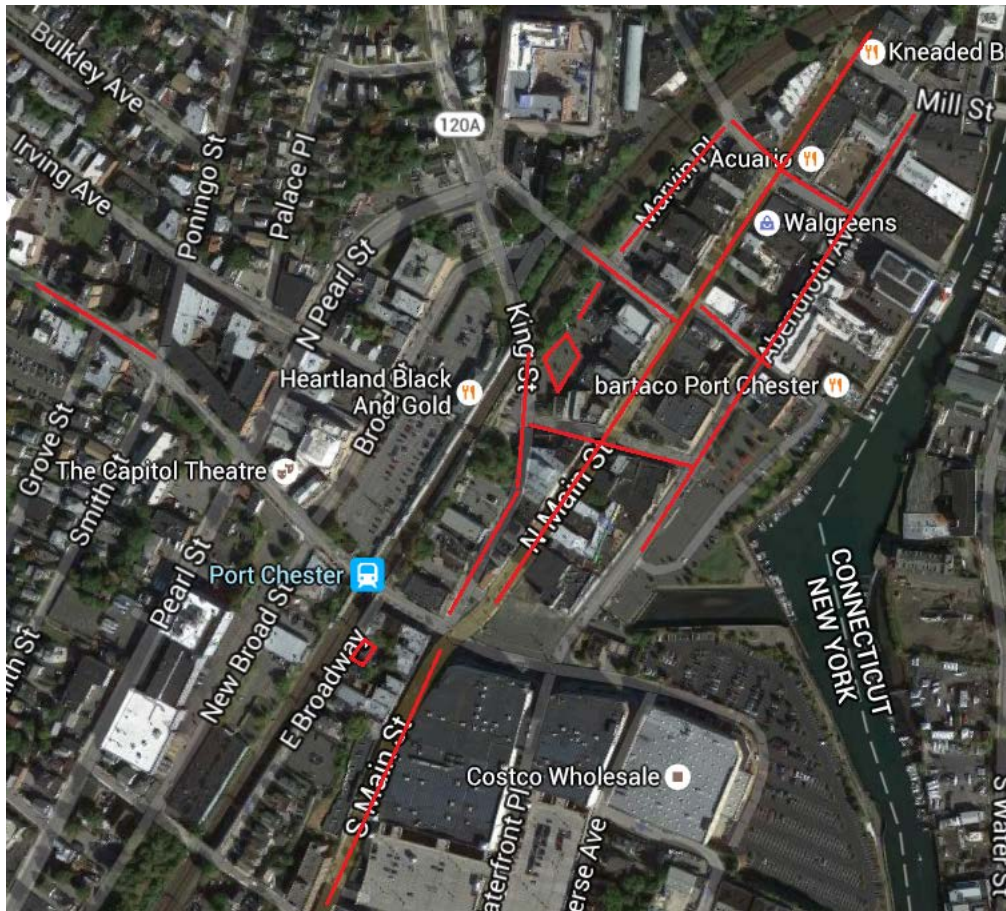
over the past three months the areas associated with this request raised an average of \$2,469.17 a day

August \$2,473.29 a day
September \$2,471.98 a day
October \$2,462.25 a day

Therefore over the 11 day request we would expect to raise \$27,160.91 from these meters

Last year \$1183.60 a day was still collected from this area despite the free parking. We would therefore expect to still raise \$13,019.60 over the 11 day request

Therefore the total cost of granting this request will be approximately \$14,141.31 in lost revenue.



Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

- BID Analysis Sheet
- Bid submission from Gentile Construction
- Bid submission from Legacy Supply LLC
- Resolution

RESOLUTION

AUTHORIZATION OF FREE HOLIDAY PARKING FOR DECEMBER 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, by letter from the President of the Chamber of Commerce dated November 4, 2015, request has been made that there be free parking on North Main Street between the railroad bridge and Westchester Avenue, South Main Street, Abendroth Avenue, Willett Avenue between Abendroth Avenue and Marvin Place, Adee Street, Marvin Place, Westchester Avenue, Lower King Street to the Railroad Bridge, and the Highland-Adee-Willett Avenue and Broadway Street Lots from December 21, 2013 to December 30, 2015 for the Holiday Season; and

WHEREAS, this practice has been a tradition in the Village of Port Chester for many years; and

WHEREAS, this practice encourages shoppers and visitors to the Village and promotes our reputation as the “Entertainment and Restaurant Capital of Westchester County”. Now, therefore, be it

RESOLVED, that enforcement be suspended so that there will be free parking within all posted limitations of parking time limits and hours on North Main Street between the railroad bridge and Westchester Avenue, South Main Street, Abendroth Avenue, Willett Avenue, Adee Street, Marvin Place, Westchester Avenue east of the Library, Lower King Street to the Railroad Bridge, and the Highland Street, Broadway and Adee Street Lots from December 21, 2013 to December 30, 2015 for the Holiday Season.

APPROVED AS TO FORM:

Village Attorney

www.pcrbchamber.com
pcrbchamber@gmail.com
Tel 914-939-1900 Fax 914-437-7779

222 Grace Church Street
Suite 301 A
Port Chester, NY 10573



Ken Manning -
President

November 4, 2015

Chairman-BOD
Frank Madonia

Vice Chairman-BOD
Pat Sestito

Treasurer
Dan Colangelo

Chairman Emeritus
Michael Borrelli

Ex Officio Members:
Christopher Steers
Christopher Bradbury

Secretaries:
Toni Rovello
Donna Mead

Board of Directors:
Richard Abel
Michael Borrelli
Roman Ciosek
Dan Colangelo
George S. Latimer
Frank Madonia
Ken Manning
Scott Moore
Dennis G. Pilla
Martin Rogowsky
Pat Sestito
Jim Wright
Chris Sanchez

Mayor Dennis G. Pilla and
Board of Trustees
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

Gentlemen:

On behalf of the Port Chester-Rye Brook-Rye Town of Chamber of Commerce, I am making our annual request for the Village of Port Chester to allow free street parking (with a two-hour limit) on North Main Street between the railroad bridge and Westchester Avenue, South Main Street, Abendroth Avenue, Willett Avenue between Abendroth Avenue and Marvin Place, Adee Street, Marvin Place, Westchester Avenue, lower King Street to the railroad bridge, Highland-Adee-Willett Avenue and Broadway lots from December 21 through December 30, 2015.

Thank you for your consideration.

Sincerely,

Ken Manning
President

KM:tr
Corres 2015

VILLAGE OF PORT CHESTER

NOV - 9 2015

RECEIVED *M*

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VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Manager

BOT Meeting Date: 11/16/2015

Item Type: Resolution

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

	Yes	No	Description	Yes	No
Fiscal Impact	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Hearing Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Funding Sewer Improvement			BID # 2015-13		
Account #: 5.8120.400.2013.132			Strategic Plan Priority Area		
	Yes	No	N/A		
Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manager Priorities		
Strategic Plan Related	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A		

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

BID #2015-13 2015 SANITARY SEWER LINING AND MANHOLE
 REHABILITATION PHASE 3

Summary

Background:

The Village of Port Chester needs to replace/refurbish its sanitary sewer system in order to stay in compliance with the 2010 EPA order and the Village's five year program. Out of the three bids received for this work, En-Tech was the lowest bidder. En-Tech has previously worked for the Village and is familiar with the work required. Dolph Rotfeld, recommends the contract for this work be awarded to En-Tech Corp.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

BID Analysis Sheet
 Bid submission from En-Tech Corp.
 Dolph's Letter of Recommendation
 Resolution

Dolph Rotfeld Engineering, P.C.

CONSULTANTS & DESIGNERS

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

November 11, 2015

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

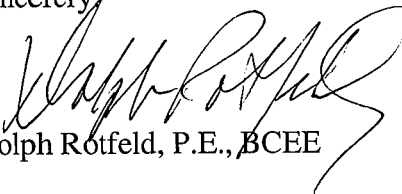
RE: 2015 Sanitary Sewer Lining and Manhole Rehabilitation Phase 3
Bid No. 15-13

Dear Mr. Steers:

On November 6th, 2015, three bids were received for the above referenced project. The bidder with the apparent lowest bid was En-Tech of Closter NJ with a bid price of \$939,625.00

En-Tech Corp has worked for the Village previously and is familiar with the work that is required in this contract. This office has worked with En-Tech on previous projects of similar scope and has found that their work is satisfactory. This office hereby recommends immediate award of the above referenced contract to En-Tech Corp so that the work can commence as soon as possible.

Sincerely,



Dolph Rotfeld, P.E., BCEE

C: A. Cerreto, Village Attorney
D. Thomas, Village Clerk
L. Douglas, Village Treasurer
R. Morabito, Village DPW General Foreman
C. Summa, Village DPW Assistant General Foreman

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

BID #2015-13

BID FOR: 2015 SANITARY SEWER LINING AND MANHOLE REHABILITATION PHASE 3

BID OPENING DATE: November 6, 2015 **TIME** 10:00 A.M.

BID PUBLICATION DATE: October 23, 2015

SPECIFICATIONS AVAILABLE: October 26, 2015 2:00 P.M.

Please Print Name and Address

BIDDER: Arold Construction Co., Inc.

ADDRESS: 51 Powder Mill Bridge Road

ADDRESS:

CITY: Kingston **STATE:** NY **ZIP CODE:** 12401

E-MAIL: jarold@arolcompanies.com

PHONE #: (845) 336-8753

FAX #: (845) 336-8245

AMOUNT: \$1,434,500.00

Please Print Name and Address

BIDDER: Allstate Power Vac

ADDRESS: 928 East Hazelwood Avenue

ADDRESS:

CITY: Rahway **STATE:** NJ **ZIP CODE:** 07065

E-MAIL: Tony.lopez@usecology.com

PHONE #: 732-815-0220

FAX #: 732-388-4744

AMOUNT: \$1,189,460.00

Please Print Name and Address

BIDDER: En Tech Corp

ADDRESS: 91 Ruckman Road

ADDRESS:

CITY: Closter **STATE:** NJ **ZIP CODE:** 07624

E-MAIL: ncamali@en-techcorp.com

PHONE #: 201-784-1034

FAX #: 201-784-0855

AMOUNT: \$939,625.00

VILLAGE OF PORT CHESTER

BID ANALYSIS SHEET

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

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

AWARDING BID FOR 2015 SANITARY SEWER LINING AND MANHOLE
REHABILITATION PHASE 3 BID# 2015-13

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

WHEREAS, the Village of Port Chester has advertised that it was seeking bids for
demolition work for 2015 Sanitary Sewer Lining and Manhole Rehabilitation Phase 3 (Bid #
2015-13); and

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

WHEREAS, En-Tech Corp has submitted the low bid of \$939,625.00.

WHEREAS, the Village Engineer, Dolph Rotfeld, recommends that this bid be accepted
which is in compliance with the bid specifications. Now therefore, be it

RESOLVED, that the Board of Trustees hereby awards the contract for Bid # 2015-13
2015 Sanitary Sewer Lining and Manhole Rehabilitation Phase 3 to En-Tech Corp., 304
Harrington Avenue, Closter, New Jersey 07624, and be it further

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

RESOLVED, that the funding for said work be appropriated from Sewer Improvement
project 5.8120.400.2013.132 in the Capital Fund.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

SECTION C

BID FORMS

**VILLAGE OF PORT CHESTER
2015 SANITARY SEWER LINING AND MANHOLE REHABILITATION
PHASE 2
BID PROPOSAL FORM**

To: **Village Manager – Village Hall
Port Chester, New York**

Bid Submitted by:

EN-TECH CORP.

(Name)

91 RUCKMAN RD., CLOSTER, NJ 07624

(Address)

(201) 764-1034

(Telephone No.)

1. I/We do hereby declare that I/We have carefully examined the Notice to Bidders, the Details, and the Specifications relating to the above entitled matter and the work.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Details and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportations and materials necessary and proper for the purpose and the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefore, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Details and Specifications therefore within 10 business days after the award of the contract and if I/We fail to execute said contract within said period of time, that the Village Board shall have the power to rescind said award and also that the said Village Board shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond. The Contract execution will serve as the official notification to commence work.
5. I/We do also declare and agree I/We will be prepared to respond to any emergency work within five days after the Contract execution and will complete the work fully and in every respect on or before the time specified in said Contract and do authorize the said Board, in case of failure to complete the work within such specified time, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the Contract.

6. I/We agree that the Village reserves the right to select any one, combination of, or all the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.
7. I/We hereby affirm that by submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies, as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:
 - (a) the prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
 - (b) unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
 - (c) no attempt has been made or will be made-by the Bidder to induce any other person, partnership or corporation to submit or not submit a Bid for the purpose of restricting competition.
 - (d) no member of the Village Board or and officer or employee of the Village of Port Chester, New York, or person whose salary is payable in whole or in part from the said Treasury is, shall be or become interested, directly, as contracting party, partner, stockholder, surety or otherwise, in this Bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
8. I/We hereby further agree that this proposal is a firm Bid and shall remain in effect for a period of at least forty five (45) calendar days from the date of the opening of Bids, and that with said period of forty five (45) days, the Village of Port Chester will accept or reject this proposal, or this period may be extended by mutual agreement.
9. I/WE do hereby declare that, if this is a Corporate Bid, I have been duly authorized to act as the Signator on this proposal in behalf of this Corporation.
10. I/We hereby affirm under penalty of perjury, the truth of all statements in this proposal.
11. I/We hereby agree that I/We accept the unit prices on the following pages for the various items of work, and for additions to or deletions from the stated quantities.
12. I/We hereby agree and understand that the unit quantity of the work is for comparison purposes and further more that I/We shall make no claim on account

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

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

\$ 939,625

(written in numbers)

NINE HUNDRED THIRTY NINE THOUSAND SIX HUNDRED TWENTY

(written in words)

FIVE DOLLARS AND NO CENTS

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

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

EN-TECH CORP.

Date: 11/5/15


(Legal Name of Bidder)

91 ROCKMAN ROAD, CLOSTER, NJ 07624

Address of Individual, Firm or Corporation

(201) 784-1034

Telephone Number of Individual, Firm or Corporation

By: 

(Authorized Signator)

NADA E. CAMALI

PRESIDENT / SECRETARY

Corporate Seal
(if incorporated)

Bidder acknowledges receipt of Addenda as follows:

ADENaum #1 Signature RECEIVED
11/3/15 [Signature]

Signature _____

Signature _____

Village of Port Chester
Phase 3 Sanitary Sewer Lining and Manhole Rehabilitation
BID SHEET

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

Extension:
 Est. Quantity
 Times Unit

			Item with Unit Price	Unit Price	
1M			Miscellaneous Extra Work		
			<u>Fifty Thousand</u>	<u>\$50,000</u>	<u>\$50,000</u>
9CIPP-8"	5,500	L.F.	Furnish & Install 8" Cured-in-Place Pipe		
			<u>THIRTY FOUR</u>		
			<u>AND NO CENTS L.F.</u>	<u>\$34.00</u>	<u>187,000</u>
9CIPP-10"	1,000	L.F.	Furnish & Install 10" Cured-in-Place Pipe		
			<u>THIRTY EIGHT</u>		
			<u>AND NO CENTS L.F.</u>	<u>\$38.00</u>	<u>38,000</u>
9CIPP-12	2,100	L.F.	Furnish & Install 12" Cured-in-Place Pipe		
			<u>FORTY FIVE</u>		
			<u>AND NO CENTS L.F.</u>	<u>\$45.00</u>	<u>94,500</u>
9CIPP-15"	1,750	L.F.	Furnish & Install 15" Cured-in-Place Pipe		
			<u>FIFTY SEVEN AND</u>		
			<u>FIFTY CENTS L.F.</u>	<u>\$57.50</u>	<u>100,625</u>

Village of Port Chester
Phase 3 Sanitary Sewer Lining and Manhole Rehabilitation
BID SHEET

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

				Unit Price	Extension: Est. Quantity Times Unit
9CIPP-18"	2,000	L.F.	Item with Unit Price Furnish & Install 18" Cured-in-Place Pipe		
			<u>Eighty Dollars</u>		
			<u>NO CENTS</u> L.F.	<u>\$80.00</u>	<u>\$ 160,000</u>
9CIPP SR	30	E.A.	Furnish & Install "Top Hat" Sewer Service Seal		
			<u>Two Thousand, Eight Hundred</u>		
			<u>AND NO CENTS</u> E.A.	<u>\$2800.00</u>	<u>\$ 84,000</u>
104	820	V.F.	Sewer Manhole Rehabilitation		
			<u>Two Hundred Seventy Five</u>		
			<u>AND NO CENTS</u> V.F.	<u>\$275.00</u>	<u>\$ 225,500.</u>
<u>Total</u>					<u>\$ 939,625</u>

STATE LAWS AND REGULATIONS

GRAND JURY TESTIMONY: Bidders attention is directed to the following clause, Chapter 605 of the New York State Laws of 1959:

"A person who refuses, when called before a grand jury to testify concerning this contract or any transaction in connection therewith, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning this contract or transaction, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of 5 years after such refusal; and any and all contracts made with any municipal corporation or any public department, agency or official thereof after July 1st, 1959, may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination; but any money owing to the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

NON-COLLUSION IN BIDDING: Each bidder shall submit a statement of non-collusion in bidding the work proposed herein. Failure to submit a non-collusive bidding certificate will constitute grounds for the rejection of said bid.

EMPLOYMENT PREFERENCE: The contractor shall comply in all respects with Section 222 of the Labor Law of the State of New York, and agrees that preference shall be given in employment to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment, but persons other than citizens of the State of New York who may be employed by the contractor, or by any subcontractor, shall furnish satisfactory proof of residence in accordance with the rules adopted by the Industrial Commissioner of the State of New York. Upon demand of the aforesaid Industrial Commissioner, the contractor shall furnish a list of the names and addresses of all his subcontractors. The contractor and each subcontractor shall keep a list of his employees, stating whether they are citizens of the State of New York, native born citizens or naturalized citizens and, in case of naturalization, the date thereof, and the name of the court in which granted. This contract shall be null and void if the provisions of said Section 222 aforesaid are not complied with.

SALES TAX EXEMPTION: The contractor's attention is directed to the changes made in Section 1115 of the Tax Law of the State of New York by Chapter 513 and 514 of the Laws of 1974. In connection with capital improvement contracts entered into on or after September 1, 1974, all tangible personal property which will become an integral component of a structure, building or real property of New York State, or any of its political subdivisions, including the Village of Port Chester, is exempt from State and local retail sales tax and compensating use tax. In formulating their proposals, all bidders shall exclude any dollar amounts for the payment of State and local retail sales tax and

compensating use tax. The successful bidder shall be obligated to file the required Contractor Exempt Purchase Certificates.

LABOR AND WAGES: A governing provision in the contract will be the rate of wages of all labor applicable to the kind of work, as determined by the New York State Industrial Commissioner pursuant to the Labor Law which states that a schedule of wages so determined by the New York State Industrial Commissioner and the Fiscal Officer be incorporated in the contract by the Village.

The Labor Department Schedule of Hourly Minimum rates of wages when omitted from these specifications are still included even if not received at the time of printing of these specifications. Copies of the labor rates shall be forwarded to the bidders as and when received. Such omission does not vary or affect the obligation of the contractor to comply with the law or his compensation therefor.

The contractor and each and every subcontractor performing work on the site of the project to which this contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York, and particularly Article 8 thereof. All provisions of Section 220 of the Labor Law shall be deemed a part of this contract.

NON COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the New York State General Municipal Law, as amended

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No Attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

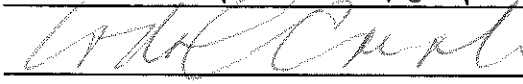
- b. A bid shall not be considered for award nor shall any award be made where Sections a. (1), (2), and (3) above have not been complied with, provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons therefor. Where Sections a.(1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the Village of Port Chester thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: 11/5/15

(Seal of Corporation) EN-TECH CORP.
Legal Name of Person, Firm or Corporation

91 RUCKMAN ROAD
Address of Person, Firm or Corporation

CLOSTER, NJ 07624

Signature: 

Print Name & Title: NADA E. CAMALI - PRESIDENT/SECRETARY

STATEMENT OF QUALIFICATIONS

The following is a list of places where we have performed work of similar character and magnitude, together with references:

Location	Description of Work & Date of Completion	Approximate Cost	Name and Phone of Engineer or Owner
SEE	ATTACHED	LISTS	

The full names and places of residences of all officers and principals in the bidding entity of the foregoing proposal are as follows:

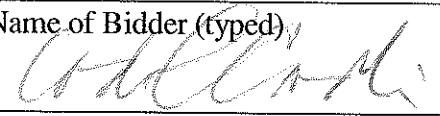
NADA E. CAMALI	1020 GULF BLVD.
PRESIDENT / SECRETARY	BELLEAIR SHORES, FL 33786

CERTIFICATE OF EQUIPMENT

NADA E. CAMALI does hereby certify that ^{she} ~~(he is)~~ ~~(they~~
are) (as PRESIDENT [title] of the Corporation that it is) the owner or lessee of
the equipment necessary for the execution of this Contract, and further certify that ^{she} ~~(he is,~~
~~they are)~~ fully prepared with the necessary capital, material and machinery to conduct this
work as herein specified. The equipment available for the execution of this Contract is
listed below:

SEE ATTACHED EQUIPMENT LISTS

Witness 

EN-TECH CORP.
Name of Bidder (typed)
By 
Signature
NADA E. CAMALI
PRESIDENT / SECRETARY

DEFAULT OF PREVIOUS CONTRACTS

Has Bidder defaulted on or failed to complete a contract within 5 years:

NO YES

Has any officer or principal of the bidding entity been involved with a firm that has defaulted on or failed to complete a contract within 5 years:

NO YES

If answer to either question is yes, please explain below:

Location	Description of Work	Approximate Cost	Name and Phone of Engineer or Owner	Reason for Default

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement will result in disqualification of bid.

NADA E. CAMALI - PRESIDENT / SECRETARY

(NAME AND TITLE OF SIGNER - PLEASE TYPE)



(SIGNATURE)

11/5/15

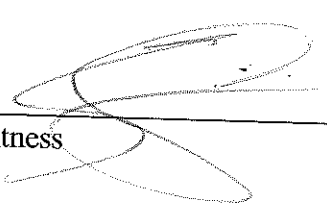
(DATE)

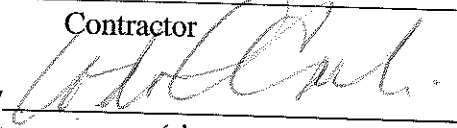
CONTRACTOR'S DECLARATION

The names and addresses of all partners, officers, or parties interested in the foregoing bid are as follows:

<u>Full Name</u>	<u>Title of Office Held if Bidder is a Corp.</u>	<u>Address</u>
<u>NADA E. CHAMALI</u>	<u>PRESIDENT/SECRETARY</u>	<u>1020 GOLF BLVD.</u> <u>BELLEAIR SHORES, FL 33786</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned bidder hereby designates the address stated below as the place to which all notices and letters may be delivered or mailed.

Witness 

By 
Contractor
(signature) NADA E. CHAMALI
Title PRESIDENT/SECRETARY

The business address of the bidder is: 91 ROCKMAN ROAD
CLOSTER, NJ 07624

The above-named bidder is a (corporation)(partnership)(individual) -- strike out designations which do not apply -- in the State of NEW YORK.

DATE: 11/5/15

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, NADA E. CAMALI, certify that I am the _____

PRESIDENT AND

_____, Secretary of the Corporation named as Principal in the within

bond; that NADA E. CAMALI

_____, who

signed the said bond on behalf of the Principal was then _____

PRESIDENT

_____ of said corporation; that I know his

signature thereto is genuine; and that said bond was duly signed, sealed, and attested to

for and in behalf of said corporation by authority of this governing body.



(Corporate Seal)

NADA E. CAMALI

PRESIDENT / SECRETARY

Title

**CERTIFICATION BY BIDDER REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

EN-TECH CORP.

Name of Bidder

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246, Part II, Section 203 (b), (30F.R. 12319-25). Each Bidder is required to state in his bid whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable filing requirements.

CONTRACTOR'S CERTIFICATION

Contractor's Name: EN-TECH CORP.

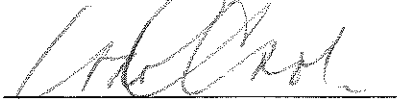
Address: 91 RUCKMAN ROAD, CLOSTER, NJ 07624

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. YES NO
2. Compliance reports were required to be filed in connection with such contract or subcontract. YES NO
 If "YES", state what reports were filed and with what agency.
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. YES NO
4. If answer to item is "NO", please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law. (U.S. Code, Title 18, Section 1001).

NADA E. CAMALI - PRESIDENT / SECRETARY

(NAME AND TITLE OF SIGNER - PLEASE TYPE)



(SIGNATURE)

11/21/15

(DATE)

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

 11/5/15

Signature Date

NADA E. CAMALI - PRESIDENT / SECRETARY
Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.C. 1001.

CONTRACTOR'S ACKNOWLEDGMENT

(If Corporation)

STATE OF NEW YORK) SS:
COUNTY OF WESTCHESTER)

On this 5TH day of NOVEMBER, 2015, before me personally came NADA E. CAMALI, to me known, and known to me to be the PRESIDENT/SECRETARY of EN-TECH CORP., the corporation described in and which executed the within instrument, who being by me duly sworn, did depose and say that she resides at 1020 GOLF BLVD., BELLEAIR SHORES, FL 33786 and that she is PRESIDENT/SECRETARY of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Robert Borst

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

(If Individual)

ROBERT BORST
NOTARY PUBLIC
REG. NO. 01BO6003533
QUALIFIED IN QUEENS COUNTY
TERM EXPIRES MARCH 9 2018

On this ___ day of _____, 20___, before me personally came _____, to me known and known to me to be the same person described in and who executed the within instrument and he duly acknowledged to me that he executed the same for the purpose herein mentioned and, if operating under any trade name, that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Westchester County.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

(If Partnership)

On this ___ day of _____, 20___, before me personally came _____, to me known, and known to me to be a member of the firm of _____ and the person described in and who executed the within instrument in behalf of said firm, and he acknowledged to me that he executed the same in behalf of, and as the act of said firm for the purposes herein mentioned and that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Westchester County.

Notary Public

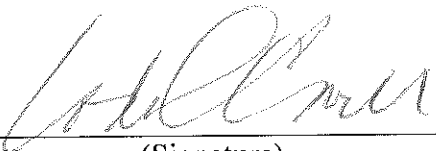
CERTIFICATE OF AUTHORITY

I, NADA E. CAMALI certify that
(officer other than officer executing proposal documents) I am the

SECRETARY of EN-TECH CORP.
(title) (name of contractor)

the "Contractor) a corporation duly organized and in good standing under the law under which organized, e.g. the New York Business Corp. Law) named in the foregoing agreement; that NADA E. CAMALI (person executing bid proposal) who signed said agreement on behalf of the Contractor was, at the time of execution PRESIDENT (the "Contractor)of the Contractor; that said agreement was duly signed for and in behalf of said Contractor by authority of its Board of Directors, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

Date: 11/5/15



(Signature)
NADA E. CAMALI

(Corporate seal)

STATE OF NEW YORK) SS:
COUNTY OF WESTCHESTER)

On this 5TH day of NOVEMBER, 2015, before me personally came NADA E. CAMALI, to me known, and known to me to be the PRESIDENT / SECRETARY of EN-TECH CORP. the corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that ~~he~~^{she} resides at 1020 GULF BLVD., BELLSHORES, FL 33786, and that ~~he~~^{she} is PRESIDENT / SECRETARY of said corporation and knows the corporate seal of said corporation; that the seal affixed to the above certificate is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



Notary Public.

ROBERT BORST
NOTARY PUBLIC
REG. NO. 01BO6003533
QUALIFIED IN QUEENS COUNTY
TERM EXPIRES MARCH 9 20 18

CONTRACTOR'S REFERENCE LIST

Contractor: EN-TECH Corp. / EN-TECH of New Jersey Corp.
Main Address: 91 Ruckman Road, Closter, New Jersey 07624
Contact: Nada E. Camali – President and Secretary
Phone: (201) 784-1034
Fax: (201) 784-0855
e-mail: ncamali@en-techcorp.com

Reference Type	Contact	Address	Telephone
CLIENT/OWNER	Daniel Lefkowitz, P.E. Deputy Chief	NYC DEP 59-17 Junction Blvd. Flushing, NY 11378	(718) 595-4200
	Bill Finn Construction Manager	City of Yonkers 40 South Broadway Yonkers, NY 10701	(914) 377-6210
	William Suchodolski, P.E. Engineering Manager	Ocean Co. Utilities Auth. 501 Hickory Lane Bayville, NJ 08721	(732) 269-4500, x8333
	Frank Diodati Assistant Village Engineer	Village of Scarsdale 1001 Post Road Scarsdale, NY 10583	(914) 722-1105
ENGINEER	John Tobia, P.E.	CH2MHill 119 Cherry Hill Road Suite 300 Parsippany, NJ 07054	(973) 316-3552
	Derek McGrath, P.E.	Boswell Engineering 330 Phillips Avenue S. Hackensack, NJ 07606	(201) 641-0770
	Paul Niehoff, P.E.	Maser Consulting Engineers 200 Valley Road, Suite 400 Mount Arlington, NJ 07856	(973) 398-3110
	Lisa Lautato, P.E.	Dvirka & Bartilucci 330 Crossways Park Drive Woodbury, NY 11797	(516) 364-9890
	John McKelvey, P.E.	T&M Associates 11 Tindall Road Middletown, NJ 07748	(732) 671-6400

CONTRACTOR'S REFERENCE LIST – p. 2

Contractor: EN-TECH Corp. / EN-TECH of New Jersey Corp.
Main Address: 91 Ruckman Road, Closter, New Jersey 07624
Contact: Nada E. Camali – President and Secretary
Phone: (201) 784-1034
Fax: (201) 784-0855
e-mail: ncamali@en-techcorp.com

Reference Type	Contact	Address	Telephone
BANK	Bill Schumacher Vice President	M&T Bank 250 Pehle Avenue Suite 104 Saddle Brook, NJ 07663	(201) 368-4507
BONDING	Liberty Mutual Insurance Pamela Boyle (Agent)	C&H Agency 783 Riverview Drive Totowa, NJ 07512	(800) 866-9264 (973) 435-3300
INSURANCE	Jo-Ann Intiso (Agent)	C&H Agency 783 Riverview Drive Totowa, NJ 07512	(973) 812-9855
MATERIAL SUPPLIER	Gerhardt Rodenberger General Manager	FerraTex, Inc. (Spiniello Co.) 20520 Unico Road McKenny, VA 23872	(804) 451-3667
	Mark Wetzel General Manager	Mississippi Textiles Corp. 160 Corporate Drive Batesville, MS 38606	(636) 530-3355
	Kaleel Rahaim Business Manager	Interplastic Corporation Thermoset Resins Division 1225 Willow Lake Blvd. St. Paul, MN 55110	(651) 481-6860
	Mark Sanders General Manager	Applied Felts, Inc. 450 College Drive Martinsville, VA 24112	(276) 656-1904
	Cindy or Michelle	LaFarge North America Cement Plant 5160 Main Street Whitehall, PA	(800) 631-2777
		North American Composites 4523 Collections Center Drive Chicago, IL 60693-0045	(609) 625-8101

EN-TECH CORP.
 91 Ruckman Road
 Closter, NJ 07624
 (201) 784-1034

A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:
CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Contract No. 16A-2014 Gravity Sewer Rehab. Clarkstown, Rockland Co., NY EN-TECH Job No. 14-038	CIPP Lining, Cleaning, & TV Inspection	\$311,962	June 2015	Town of Clarkstown H2M Engineers George Desmaris, P.E. (631) 756-8000, x1610
Rehab. of Neihaus & Williams Avenues Sanitary Sewer Mains Little Ferry, Bergen County, NJ EN-TECH Job No. 14-048	CIPP Lining, Cleaning, & TV Inspection	\$105,483	August 2015	Borough of Little Ferry Job & Job Consulting Engineers Ken Job, Jr., P.E. (201) 487-8754
Contract No. 2013-08 Sanitary Sewer Relining Mamaroneck, Westchester Co., NY EN-TECH Job No. 13-054	CIPP Lining, Cleaning, & TV Inspection	\$641,096	May 2015	Village of Mamaroneck DPW Tony Iacovelli (914) 777-7745
Project No. SE-LC-17 Emergency Rehab. of Sewers by Lining Method, Citywide, NYC EN-TECH Job No. 13-060	CIPP Lining, Cleaning, & TV Inspection	\$4,364,398	April 2015	NYC DEP Dan Lefkowitz, P.E. (718) 595-4201
Contract No. 14-29-01 2014 Sanitary Swer Rehabilitation Various Streets, Edison, NJ EN-TECH Job No. 14-032	CIPP Lining, Cleaning, & TV Inspection	\$788,455	March 2015	Township of Edison Peter Cecko (732) 248-7262
Contract No. 14-28-01 Oak La. Drainage Improvements Edison, Middlesex Co., NJ EN-TECH Job No. 14-042	CIPP Lining, Cleaning, & TV Inspection	\$64,085	January 2015	Township of Edison Peter Cecko (732) 248-7262
Contract VM# 1154 (Proposal D) Cured-in-Place Sewer Lining Scarsdale, Westchester Co., NY EN-TECH Job No. 13-045	CIPP Lining, Cleaning, & TV Inspection	\$141,490	October 2014	Village of Scarsdale DPW Frank Diodati (914) 722-1105
Project No. PS-312CW Rehabilitation of Interceptor Sewers Citywide, NYC EN-TECH Job No. 13-034	CIPP Lining, Cleaning, & TV Inspection	\$6,355,309	October 2014	NYC DDC Monzer Shahin, P.E. (718) 391-1543
ITB-DEME-43-2014 Sanitary Sewer Improvements - CIPP Method Orangetown, Westchester Co., NY EN-TECH Job No. 14-006	CIPP Lining, Cleaning, & TV Inspection	\$525,500	August 2014	Town of Orangetown, NY Joseph Mendecino, P.E. (845) 359-6502
Project No. SE-LC-16 Emergency Rehab. of Sewers by Lining Method, Citywide, NYC EN-TECH Job No. 13-003	CIPP Lining, Cleaning, & TV Inspection	\$3,533,500	May 2014	NYC DEP Dan Lefkowitz, P.E. (718) 595-4200
Contract No. X8650, Bid 5680 Rehab. of San. & Storm Sewers Yonkers, Westchester Co., NY EN-TECH Job No. 12-009	CIPP Lining, Cleaning, & TV Inspection	\$1,490,324	March 2014	City of Yonkers Engineering Department Bill Finn (914) 377-6210

EN-TECH CORP.
 91 Ruckman Road
 Closter, NJ 07624
 (201) 784-1034

A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:
CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Project No. S340952-14 2010 Sewer Rehab. Project West. New York, Hudson Co., NJ EN-TECH Job No. 11-019	CIPP Lining, Cleaning, & TV Inspection	\$646,711	March 2014	North Hudson Sewer Auth. Hatch Mott MacDonald Kevin Wynn, P.E. (973) 912-2537
Contract No. DEME-41-2013 Sanitary Sewer Improvements Nyack, S. Nyack & Tappan, NY EN-TECH Job No. 13-051	CIPP Lining, Cleaning, & TV Inspection	\$106,305	Dec. 2013	Town of Orangetown, DPW Joe Mendicino, P.E. (845) 359-6502
P.O. No. 0020132727 Lining Existing Sewers Central Ave Alexander St; Chatterton Pkwy. EN-TECH Job No. 13-048	CIPP Lining, Cleaning, & TV Inspection	\$100,000	Aug. 2013	Town of Greenburgh Victor Carosi, P.E. (914) 993-1644
Contract No. S35101T Rehab. of Small Diameter Sanitary Sewers, Nassau County, NY EN-TECH Job No. 10-078	CIPP Lining, Cleaning, & TV Inspection	\$687,427	Aug. 2013	Nassau County DPW Peter Pyne (516) 571-6987
Contract VM# 1136 Infrastructure Improvement and Maintenance Work - Proposal "C" EN-TECH Job No. 12-049	CIPP Lining, Cleaning, & TV Inspection	\$126,478	July 2013	Village of Scarsdale DPW Frank Diodati (914) 722-1105
Contract No. D261020 GCP - 94th St. Interchange Queens, NY EN-TECH Job No. 10-09	CIPP Lining, Cleaning, & TV Inspection	\$750,451	July 2013	NYS DOT GC: Tully Constr. Co., Inc. Sean Lindvall, P.E. (718) 446-7000
Contract No. 506781, Bid No. 5775 Emergency Rehab. Sanitary Sewer Saw Mill River Pkwy. MP 1000-1006 Yonker, Westchester Co., NY EN-TECH Job No. 13-044	CIPP Lining, Cleaning, & TV Inspection	\$615,000	July 2013	City of Yonkers Engineering Department Bill Finn (914) 377-6210
Philadelphia Naval Yard Various Locations Philadelphia, PA EN-TECH Job No. 09-83	CIPP Lining, Cleaning, & TV Inspection	\$1,906,335	May 2013	Phil. Industrial Develop Corp. Carmem Zappile (215) 218-2848
Tenafly Road Sanitary Sewer System Improvements Bergen County, NJ EN-TECH Job No. 13-014	CIPP Lining, Cleaning, & TV Inspection	\$175,209	May 2013	Borough of Tenafly Maser Consulting Engineers Paul Niehoff, P.E. (973) 398-3110
Contract No. AW1014 NI-10, CI-1A, SI-11 Interceptors and NWPCF Plant Drain Rehab. Ocean County, NJ EN-TECH Job No. 12-006	CIPP Lining, Cleaning, & TV Inspection	\$3,598,940	April 2013	Ocean Co. Utilities Auth. Neil O'Regan, P.E. (732) 259-4500

EN-TECH CORP.
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 Closter, NJ 07624
 (201) 784-1034

A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:
CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Contract No. RDSO 12-01S Sanitary Sewer Rehabilitation Riverhead, Suffolk Co., NY EN-TECH Job No. 12-069	CIPP Lining, Cleaning, & TV Inspection	\$85,400	April 2013	Riverhead Sewer District Holzmacher, McLendon & Murrell Greg Levasseur, P.E. (631) 756-8000. x1034
Project No. SE-LC-15 Emergency Rehab. of Sewers by Lining Method, Citywide EN-TECH Job No. 11-076	CIPP Lining, Cleaning, & TV Inspection	\$3,583,566	April 2013	NYC DEP Dan Lefkowitz, P.E. (718) 595-4200
North Bergen Munic Utilities Auth Contract No. 112D Infrastructure Improvements Pipelining EN-TECH Job No. 09-104	CIPP Lining, Cleaning, TV Insp., & MH Rehabilitation	\$3,717,000	March 2013	North Bergen MUA Boswell Engineering Derek McGrath, P.E. (201) 641-0770
Relining Sanitary Sewers in Hillcrest Ave. & Vivian Ave. Emersen, Bergen Co., NJ EN-TECH Job No. 12-059	CIPP Lining, Cleaning, & TV Inspection	\$84,567	Feb. 2013	Borough of Emerson Boswell Engineering Berge Tombalakian, P.E. (201) 641-0770
Project No. GRNK 11-31 Sanitary Sewer Rehabilitation Great Neck, Nassau County, NY EN-TECH Job No. 12-043	CIPP Lining, Cleaning, TV Insp. & New Pipe	\$121,506	Oct. 2012	Village of Greek Neck Holzmacher, McLendon & Murrell Tim Nordberg, P.E. (631) 756-8000. x1423
Rehab. of Franklin St. & Eckel Road Sanitary Sewer Mains Little Ferry, Bergen County, NJ EN-TECH Job No. 12-030	CIPP Lining, Cleaning, & TV Inspection	\$114,300	Sept. 2012	Borough of Little Ferry Job & Job Engineers Ken J. Job, P.E. (201) 487-8754
Maple Avenue Sanitary Sewer Rehabilitation Little Ferry, Bergen County, NJ EN-TECH Job No. 12-029	CIPP Lining, Cleaning, & TV Inspection	\$18,762	Sept. 2012	Borough of Little Ferry Job & Job Engineers Ken J. Job, P.E. (201) 487-8754
Contract 104099, Bid No. 2337 Lining of Sanitary Sewers with Resin Impregnated Liners in Various Locations, Phil., PA EN-TECH Job No. 10-044	CIPP Lining, Cleaning, & TV Inspection	\$815,500	Aug. 2012	City of Philadelphia Water Department Jeff Twardzik (215) 685-6288
CWSRF 3097 - Contract No. 1 Sewer & Storm Drain Rehab. Wellington Brook Tributary Area Belmont, Middlesex County, MA EN-TECH Job No. 09-44	CIPP Lining, Cleaning, TV Insp. & New Pipe	\$2,095,802	Aug. 2012	Town of Belmont, MA Fay, Spofford & Thorndike Justin Gould, P.E. (781) 221-1000
Contract No. 12-2915 2012 Sanitary Sewer Repairs Summit, Union County, NJ EN-TECH Job No. 12-021	CIPP Lining, Cleaning, & TV Inspection	\$222,719	Aug. 2012	City of Summit Lori Toth, P.E. (908) 273-6404

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A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:
CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Sanitary Sewer System Improvements Roselle, Union Co., NJ EN-TECH Job No. 12-008	CIPP Lining, Cleaning, & TV Inspection	\$1,476,180	July 2012	Borough of Roselle Maser Consulting Engineers Paul Niehoff, P.E. (973) 398-3110
Ocean Avenue Sewer Rehab. From 8th Ave. to 5th Ave. Belmar, Ocean County, NJ EN-TECH Job No. 12-040	CIPP Lining, Cleaning, & TV Inspection	\$90,164	July 2012	Borough of Belmar Birdsall Services Group Chris Lettini, P.E. (732) 380-1700, x1277
Contract No. 12-04 Elton Adelphia Rd., Schanck Rd., Route 9 Sanitary Sewer Lining Freehold, Monmouth County, NJ EN-TECH Job No. 12-026	CIPP Lining, Cleaning, & TV Inspection	\$140,474	July 2012	Township of Freehold (732) 294-2043 Hatch Mott MacDonald Engrs. Robert Mainberger, P.E. (732) 780-6565
Contract No. 1109 - "D" Cured-in-Place Lining Scarsdale, Westchester Co., NY EN-TECH Job No. 11-042	CIPP Lining, Cleaning, & TV Inspection	\$92,009	May 2012	Village of Scarsdale DPW Frank Diodati (914) 722-1106
Watchung Rd. to Princeton St. Chatham, NJ EN-TECH Job No. 10-32	CIPP Lining, Cleaning, & TV Inspection	\$823,715	Sept. 2012	Borough of Chatham Maser Consulting Engineers Paul S. Niehoff, P.E. (973) 398-3110
Contract No. AW0918 SI-11 Interceptor Rehab. Ocean Co., NJ EN-TECH Job No. 11-001	CIPP Lining, Cleaning, & TV Inspection	\$2,231,117	March 2012	Ocean Co. Utilities Auth. William Suchodolski (732) 259-4500
Contract No. X8316, Bid 5596 Rehab. of San. & Storm Sewers Yonkers, Westchester Co., NY EN-TECH Job No. 11-007	CIPP Lining, Cleaning, & TV Inspection	\$930,135	March 2012	City of Yonkers Engineering Department Bill Finn (914) 377-6210
Contract No. S30051Y Rehabilitation of Existing Large Diameter Sanitary Sewers EN-TECH Job No. 10-066	CIPP Lining, Cleaning, & TV Inspection	\$813,864	March 2012	Nassau County DPW Peter Pyne, P.E. (516) 571-6987
Hill Drive Sanitary Sewers Oyster Bay, Nassau County, NY EN-TECH Job No. 12-001	CIPP Lining, Cleaning, & TV Inspection	\$36,840	Feb. 2012	Oyster Bay Sewer District Holzmacher, McLendon & Murrell Steve Hearl, P.E. (631) 756-8000, x1510
2011 CIPP Installation Project West Avenue/Nelson Avenue Beach Haven, Ocean Co., NJ EN-TECH Job No. 11-051	CIPP Lining, Cleaning, & TV Inspection	\$132,196	Dec. 2011	Beach Haven Sewer Auth. Owen, Little & Assoc., Inc. Frank Little, P.E. (732) 244-1090

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Ramblewood Parkway Devonshire Road Mt. Laurel, NJ EN-TECH Job No. 10-31	CIPP Lining, Cleaning, & TV Inspection	\$621,983	Dec. 2011	Mt. Laurel Township MUA Richard A. Alaimo Assoc. Fred Rowley, P.E. (609) 267-8310
Dennison Pl. Storm Drain Rehab. Plainsboro, Middlesex Co., NJ EN-TECH Job No. 11-063	CIPP Lining, Cleaning, & TV Inspection	\$22,475	Nov. 2011	Township of Plainsboro DPW Neil L. Blitz, Superintendent (609) 799-0099
Wet Well & Gravity Sewer Rehabilitation Project Pennsauken, Camden Co., NJ EN-TECH Job No. 10-038	CIPP Lining, Cleaning, & TV Inspection	\$318,450	Oct. 2011	Pennsauken Sewerage Consulting Engineer Services Tom Leisse, P.E. (856) 228-2200
Rehabilitation of Chestnut Street Sanitary Sewer Rochelle Park, Bergen Co., NJ EN-TECH Job No. 11-037	CIPP Lining, Cleaning, & TV Inspection	\$34,435	Oct. 2011	Township of Rochelle Park Job & Job Consulting Engrs. Kenneth Job, P.E. (201) 487-8754
Contract No. 11-29-01 Jennifer Ct. San. Sewer Rehab. Edison, Middlesex Co., NJ EN-TECH Job No. 11-036	CIPP Lining, Cleaning, & TV Inspection	\$89,161	Sept. 2011	Township of Edison John Medina, P.E. (732) 248-7248
Horten Avenue Sewer Liner Brooklawn, Camden Co., NJ EN-TECH Job No. 11-043	CIPP Lining, Cleaning, & TV Inspection	\$19,991	Sept. 2011	Borough of Brooklawn Donna Domico (609) 221-4845
Contract No. AWO805 NI-16 Interceptor Rehab. Ocean County, NJ EN-TECH Job No. 10-03	CIPP Lining, Cleaning, TV Insp., & MH Rehabilitation	\$1,086,166	Aug. 2011	Ocean Co. Utilities Authority William Suchodolski (732) 259-4500
Union Avenue Sanitary Sewer Relining Project Rutherford, Bergen Co., NJ EN-TECH Job No. 11-025	CIPP Lining, Cleaning, & TV Inspection	\$14,996 Could Not Line, Pipe Replaced by Others	July 2011	Borough of Rutherford T&M Associates, Inc. Donald Norbut, P.E. (973) 614-0005
Sanitary Sewer Lining Manhole 177 - 179A Roslyn, Nassau Co., NY EN-TECH Job No. 11-030	CIPP Lining, Cleaning, & TV Inspection	\$29,500	June 2011	Incorporated Village of Roslyn Dept. of Public Works Wade Curry (516) 621-1961
Contract VM# 1092 (Proposal D) Cured-in-Place Sewer Lining Scarsdale, Westchester Co., NY EN-TECH Job No. 10-050	CIPP Lining, Cleaning, & TV Inspection	\$85,371	June 2011	Village of Scarsdale DPW Frank Diodati (914) 722-1105

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A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER:
CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Contract No. 10-259 Hamilton Ave., Nottingham Way Hamilton Twp., Mercer Co., NJ EN-TECH Job No. 10-039	CIPP Lining, Cleaning, & TV Inspection	\$952,140	May 2011	Township of Hamilton DPW Tina Stark (609) 581-4182
Vosseller Avenue Phase III Sanitary Sewer Rehabilitation Bound Brook, Somerset Co., NJ EN-TECH Job No. 10-036	CIPP Lining, Cleaning, & TV Inspection	\$146,939	May 2011	Borough of Bound Brook T&M Associates Robert P. Keady, P.E. (732) 671-6400
Project No. SE-LC-12 Emergency Rehab. of Sewers by Lining, Citywide EN-TECH Job No. 08-120	CIPP Lining, Cleaning, & TV Inspection	\$5,619,859	March 2011	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Contract No. X77914, Bid 5479 Rehab. of San. & Storm Sewers Yonkers, Westchester Co., NY EN-TECH Job No. 09-91	CIPP Lining, Cleaning, & TV Inspection	\$921,500	March 2011	City of Yonkers Engineering Department Bill Finn (914) 377-6210
Oxford Street; Pine Avenue Vineland, NJ EN-TECH Job No. 10-01	CIPP Lining, Cleaning, & TV Inspection	\$35,514	March 2011	Landis Sewerage Authority Robert Schwarz (856) 691-0551
Contract 08-10 North Main Street Sanitary Sewer Lining EN-TECH Job No. 10-067	CIPP Lining, Cleaning, & TV Inspection	\$108,665	Feb. 2011	Village of Port Chester Dolph Rotfeld Engineering Dan Peluso (914) 631-8600
Little Crum Creek Interceptor Rutledge, PA EN-TECH Job No. 10-06	CIPP Lining, Cleaning, & TV Inspection	\$93,742	Dec. 2010	Central Delaware Co. Auth. Catania Engineering Assoc. Charles Catania, P.E. (610) 532-2884
Contract No. 2009.10 30" Interceptor Relining, Rockaway River Easement, Montville, NJ EN-TECH Job No. 10-034	CIPP Lining, Cleaning, & TV Inspection	\$1,647,035	Dec. 2010	Township of Montville Anderson & Denzler Assoc. William D. Ryden, P.E. (973) 887-2270
Storm Drainage System TV Inspection and Relining Massapequa Park, NY EN-TECH Job No. 08-92	CIPP Lining, Cleaning, & TV Inspection	\$45,000	Dec. 2010	Inc. Village of Massapequa Park Dvirka & Bartilucci Engrs. Lisa Lutato, P.E. (516) 364-9890
Contract No. 10-29-01 Old Raritan Road Edison, Essex Co., NJ EN-TECH Job No. 10-041	CIPP Lining, Cleaning, & TV Inspection	\$103,927	Nov. 2010	Township of Edison Peter Cecko (732) 248-7409

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Independence Ave. Interceptor Sewer and MH Rehabilitation Hamilton, Mercer Co., NJ EN-TECH Job No. 09-74	CIPP Lining, Cleaning, MH Rehab., & TV Insp.	\$1,467,600	Nov. 2010	Township of Hamilton DPW Tina Stark (609) 581-4182
Sanitary Sewer Rehabilitation Mendham, Morris County, NJ EN-TECH Job No. 09-58	CIPP Lining, Cleaning, & TV Inspection	\$859,769	Nov. 2010	Borough of Mendham, NJ Paulus, Sokolowski & Sartor James R. Wancho, P.E. (732) 560-9700
Contract No. 09-019-P1 Lining 20" Sewer in Ashland St. New Rochelle, Westchester Co., NY EN-TECH Job No. 10-051	CIPP Lining, Cleaning, & TV Inspection	\$48,850	Oct. 2010	City of New Rochelle, DPW John Clemente, P.E. (914) 654-2130
Contract VM #1072 (Proposal D) Cured-in-Place Sewer Lining Scarsdale, NY EN-TECH Job No. 09-47	CIPP Lining, Cleaning, & TV Inspection	\$98,096	Oct. 2010	Village of Scarsdale DPW Frank Diodati (914) 722-1105
Sanitary Sewer Relining 2008 Various Locations Garden City, NY EN-TECH Job No. 08-48	CIPP Lining, Cleaning, & TV Inspection	\$309,701	June 2010	Inc. Village of Garden City Stephen Moriarty, P.E. (516) 465-4006
Darby Interceptor Rehabilitation Phase II, MH 68 to 73A Springfield County, PA EN-TECH Job No. 09-48	CIPP Lining, Cleaning, & TV Inspection	\$554,880	Apr-10	Darby Creek Joint Auth. Catania Engineering Assoc. Charles Catania Jr., P.E. (610) 532-2884
2009 Sanitary Sewer Pipe and MH Lining Program Swarthmore, Delaware Co., PA EN-TECH Job No. 09-75	CIPP Lining, Cleaning, MH rehab., & TV Inspection	\$224,368	Apr-10	Boro. Of Swarthmore Pennoni Associates, Inc. Joseph Mastronardo, P.E. (215) 222-3000
Contract No. 27 (Re-Bid) Monroe Street Interceptor Sewer Rehabilitation Boonton, NJ EN-TECH Job No. 08-102	CIPP Lining, Cleaning, & TV Inspection	\$1,161,630	Jan-10	Rockaway Valley Regional Sewerage Authority Nick Valesse, P.E. Hatch Mott MacDonald (973) 912-2587
Contract No. X7328 Rehab. of San. & Storm Sewers Yonkers, Westchester Co., NY EN-TECH Job # 08-23	CIPP Lining, Cleaning, & TV Inspection	\$1,836,839	Nov-09	City of Yonkers Engineering Department Bill Finn (914) 377-6210

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A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER:
CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Contract No. VM # 1047 Various Locations Scarsdale, Westchester Co., NY EN-TECH Job No. 08-59	CIPP Lining, Cleaning, & TV Inspection	\$73,098	Nov-09	Village of Scarsdale Engineering Dept. Frank Diodati (914) 722-1105
Annual Cleaning, TV Insp. & CIPP Lining of Township of Montclair, NJ EN-TECH Job # 07-138	CIPP Lining, Cleaning, & TV Inspection	\$427,654	Nov-09	Montclair Engineering Ebbie Faraji, P.E. (973) 509-5708
Contract No. S35101R Rehab. Of Small Diameter Sanitary Sewers EN-TECH Job No. 08-49	CIPP Lining, Cleaning, & TV Inspection	\$475,530	Nov-09	Nassau Co. DPW Frank Sabella (516) 571-7343
Sanitary & Storm Sewer Lining Hobart Avenue Summit, NJ EN-TECH Job No. 09-41	CIPP Lining, Cleaning, & TV Inspection	\$79,320	Jul-09	City of Summit, NJ Maser Consulting Engrs. Andrew Hipolit, P.E. (908) 273-6404
Contract No. AW-IR-06 Area-Wide Interceptor Rehab. Ocean County, NJ EN-TECH Job No. 08-39	CIPP Lining, Cleaning, & TV Inspection	\$1,610,512	Jul-09	Ocean Co. Utilities Auth. Bill Suchodolski, P.E. (732) 269-4500, x8333 GC: Metra Industries, Inc.
Contract No. SE-LC-11 Emergency Rehabilitation of Sanitary & Storm Sewers Citywide EN-TECH Job # 07-111	CIPP Lining, Cleaning, & TV Inspection	\$1,727,313	May-09	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Sanitary Sewer System Rehab. Musconetcong Ave. & Spring La. Stanhope, Sussex Co., NJ EN-TECH Job. No. 08-104	CIPP Lining, Cleaning, & TV Inspection	\$121,650	May-09	Borough of Stanhope Omland Engineering Assoc. Eric L. Keller, P.E. (973) 359-8400
Sanitary Sewer Line Rehab. Westville, Gloucester Co., NJ EN-TECH Job # 08-20	CIPP Lining, Cleaning, & TV Inspection	\$444,697	Apr-09	Borough of Westville Consulting Engineer Svces. Marie Tortorice (856) 228-2200
5th Avenue Emergency Sewer Rehabilitation Pelham, NY EN-TECH Job No. 09-08	CIPP Lining, Cleaning, & TV Inspection	\$26,939	Mar-09	Village of Pelham Richard Slingerland (914) 738-2015
Interceptor Rehabilitation at DPW Garage Rochelle Park, NJ EN-TECH Job No. 09-19	CIPP Lining, Cleaning, & TV Inspection	\$15,920	Mar-09	Twp. of Rochelle Park Omland Engineering Kenneth J. Job, P.E. (201) 487-8754

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Inverted Siphon Rehabilitation Sprout Brook Pump Station Rochelle Park, NJ EN-TECH Job No. 08-110	CIPP Lining, Cleaning, & TV Inspection	\$44,178	Mar-09	Twp. of Rochelle Park Ormland Engineering Kenneth J. Job, P.E. (201) 487-8754
Contract No. 4652-08-40 Wellington Rd./Amherst Rd. Storm Sewers, Lower Merion, PA EN-TECH Job No. 08-101	CIPP Lining, Cleaning, & TV Inspection	\$49,500	Feb-09	Twp. of Lower Merion Pennoni Associates, Inc. Robert Campbell, P.E. (215) 222-3000
2008 Sewer Lining Various Locations New Providence, Union Co., NJ EN-TECH Job No. 08-93	CIPP Lining, Cleaning, & TV Inspection	\$258,908	Feb-09	Boro. of New Providence Maser Consulting Engrs. Paul S. Niehoff, P.E. (973) 398-3110
Sanitary Sewer Main Lining Madison, NJ EN-TECH Job No. 08-82	CIPP Lining, Cleaning, & TV Inspection	\$601,022	Feb-09	Borough of Madison Robert A. Vogel, P.E. (973) 593-3061
Rehab. of San. & Storm Sewers Various Locations Yonkers, Westchester Co., NY EN-TECH Job # 05-29	CIPP Lining, Gunite, Cleaning, & TV Inspection	\$5,267,955	Jan-09	City of Yonkers Engineering Dept. Bill Finn (914) 377-6210
West End Avenue Emergency CIPP Repair Summit, NJ EN-TECH Job No. 08-111	CIPP Lining, Cleaning, & TV Inspection	\$27,000	Dec-08	City of Summit Lori Toth, P.E. (908) 273-6404
Contract No. 4718-4723-08-19 Various Sanitary Sewers Lower Merion, PA EN-TECH Job No. 08-52	CIPP Lining, Cleaning, & TV Inspection	\$184,603	Oct-08	Twp. of Lower Merion Pennoni Associates, Inc. Robert Campbell, P.E. (215) 222-3000
Pine Street CIPP Lining Poughkeepsie, Orange Co., NY EN-TECH Job # 08-06	CIPP Lining, Cleaning, & TV Inspection	\$685,298	Aug-08	City of Poughkeepsie Engineering Dept. Joseph Chenier (845) 451-4074
Sanitary Sewer Rehabilitation Great Neck, Nassau Co., NY EN-TECH Job # 07-146	CIPP Lining, Cleaning, & TV Inspection	\$203,172	Aug-08	Village of Great Neck H2M Group, Inc. George Desmaris, P.E. (631) 756-8000
Deptford Interceptor Rehab. Deptford, Gloucester Co., NJ EN-TECH Job # 08-04	CIPP Lining, Cleaning, & TV Inspection	\$958,615	Aug-08	Gloucester Co. Util. Auth. Remington & Vernick Engr. Dennis Yoder, P.E. (856) 795-9595

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
2007 Sanitary Sewer Rehab. Project, Phase II & III Medford, Burlington Co., NJ EN-TECH Job # 08-13	CIPP Lining, Cleaning, & TV Inspection	\$854,562	Jul-08	Township of Medford Environmental Resolutions William Kirchner, P.E. (856) 235-7176
Contract No. S30051T Rehab. of Large Diameter Sanitary Sewers - Lido Blvd. EN-TECH Job # 07-58	CIPP Lining, Cleaning, & TV Inspection	\$174,543	May-08	Nassau County DPW Frank Sabella (516) 571-7502
Contract No. 2007-07 VideoTape & Pipe Lining EN-TECH Job No. 07-145	CIPP Lining, Gunite, Clean & TV Inspection	\$140,423	May-08	Village of Pelham Richard Slingerland (914) 738-6270
Rehabilitation of the Keyport Interceptor Union Beach, Gloucester, Co., NJ EN-TECH Job # 08-11	CIPP Lining, Cleaning, & TV Inspection	\$299,517	May-08	Bayshore Regional Swr Auth. ARCADIS Engineers Mike Sellar, P.E. (732) 225-5061
Contract No. SE-LC-10 Emergency Rehabilitation of Sanitary & Storm Sewers Citywide EN-TECH Job # 06-88	CIPP Lining, Cleaning, & TV Inspection	\$2,460,767	Apr-08	NYC DEP M.A. Abraham, P.E. (718) 595-4200
2007 Sanitary Sewer Lining Various Locations New Providence, Union Co., NJ EN-TECH Job No. 07-142	CIPP Lining, Cleaning, & TV Inspection	\$212,505	Mar-08	Boro. of New Providence Andrew Hipolit, P.E. (973) 398-3110
Contract No. 2007-05 Loh Park Sewer Main Rehab. EN-TECH Job No. 07-82	CIPP Lining, Cleaning, & TV Inspection	\$133,636	Feb-08	Village of Tarrytown Charles Manganaro Consulting Engineers (201) 342-4200
Goffle Brook Park Sewer Lining Hawthorne, NJ EN-TECH Job # 07-87	CIPP Lining, Cleaning, & TV Inspection	\$108,546	Dec-07	Borough of Hawthorne Boswell McClave Engr. John Rottenbucher, P.E. (201) 641-0770
Sanitary Sewer & Storm Drain Rehabilitation North Eighth Street Easement Fairview, NJ EN-TECH Job # 07-109	CIPP Lining, Cleaning, & TV Inspection	\$23,093	Nov-07	Borough of Hawthorne Boswell McClave Engr. Berge Tombalakian, P.E. (201) 641-0770
91 Street Sewer Lining Township of North Bergen, NJ EN-TECH Job # 07-68	CIPP Lining, Cleaning, & TV Inspection	\$107,531	Aug-07	Township of N. Bergen Boswell McClave Engr. Derek McGrath, P.E. (201) 641-0770

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Canal Interceptor Refining Project Lower Makefield Township, PA EN-TECH Job # 07-39	CIPP Lining, Cleaning, & TV Inspection	\$769,343	Jul-07	Lower Makefield Twp. CKS Engineers, Inc. J.J. Kelso (215) 340-0600
Contract No. S30051R Rehab. of Existing Large Diameter Sanitary Sewers Nassau Lane, Island Park, NY EN-TECH Job # 06-74	CIPP Lining, Cleaning, & TV Inspection	\$220,133	Jun-07	Nassau County DPW Frank Sabella (516) 571-7502
Watchung Road Sanitary Sewer Rehabilitation, Bound Brook, NJ EN-TECH Job # 07-05	CIPP Lining, Cleaning, & TV Inspection	\$172,897	Jun-07	Borough of Bound Brook T&M Associates, Inc. John McKelvey, P.E.
Storm Drain Rehabilitation Luxoro Place, Fairview, NJ EN-TECH Job # 07-40	CIPP Lining, Cleaning, & TV Inspection	\$30,869	Jun-07	Borough of Hawthorne Boswell McClave Engr. Berge Tombalakian, P.E. (201) 641-0770
Contract No. 2007-S-1 Whitebriar Sanitary Sewer Lining Southampton, PA EN-TECH Job # 07-24	CIPP Lining, Cleaning, & TV Inspection	\$82,107	May-07	Upper So. Hampton Sewer Authority Pennoni Associates, Inc. Robert Campbell, P.E. (215) 222-3000
Project No. SE-LC-09R Emergency Sewer Rehabilitation Various Locations, NYC EN-TECH Job # 05-124	CIPP Lining, Cleaning, & TV Inspection	\$2,115,679	Apr-07	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Project # SC-LCDDC-03 Sewer Rehabilitation Various Locations, NYC EN-TECH Job # 05-14	CIPP Lining, Cleaning, & TV Inspection	\$1,881,024	Mar-07	NYC DDC Tom Wynne, P.E. (212) 442-1900
Contract VM# 994 Proposal D Cured-in-Place Sewer Lining Various Locations EN-TECH Job # 06-71	CIPP Lining, Cleaning, & TV Inspection	\$114,106	Mar-07	Village of Scarsde Frank Diodati (914) 722-1104
Easement between Columbia Avenue and Liberty Avenue North Bergen, NJ EN-TECH Job # 06-100	CIPP Lining, Cleaning, & TV Inspection	\$62,150	Dec-06	Township of N. Bergen Boswell McClave Engr. Derek McGrath, P.E. (201) 641-0770

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Contract No. 05-15 I/I Sewer Corrections, Phase III Mamaroneck, NY EN-TECH Job # 05-122	CIPP Lining, Cleaning, & TV Inspection	\$343,534	Sep-06	Village of Mamaroneck Tony Iacovelli (914) 777-7745
Sanitary Sewer Relining - 2004 Various Locations Garden City, Nassau County, NY EN-TECH Job # 04-76	CIPP Lining, Cleaning, & TV Inspection	\$1,041,435	Aug-06	Inc. Village of Garden City Stephen Moriarty (516) 465-4006 Dvirka & Bartilucci Engrs. Lisa Lutato, P.E. (516) 364-9890
Project # SC-LC-08 Emergency Sewer Rehabilitation Various Locations, NYC EN-TECH Job No. 05-12	CIPP Lining, Cleaning, & TV Inspection	\$2,801,222	May-06	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Contract No. 12R-WS2000 Brick Sewer Rehabilitation Program Phase III/IV(K) EN-TECH Job # 04-68	CIPP Lining, Cleaning, & TV Insp. Egg-Shaped Brick Sewers	\$1,344,673	May-06	City of Newark Water & Sewer Dept. Camp, Dresser & McKee Robert Pennington, P.E. (732) 225-7000
Contract No. S30051G Rehab. of Large Diameter Sanitary Sewers EN-TECH Job # 05-30	CIPP Lining, Cleaning, & TV Inspection	\$716,964	Apr-06	Nassau County DPW James Ennis (516) 571-6813
Project No. HWQ-983 44th Avenue, Queens, NY EN-TECH Job # 05-77	CIPP Lining, Cleaning, & TV Inspection	\$81,132	Dec-05	NYC DDC Trocom Constr. Corp. Joseph Trovato (718) 937-2000
Contract No. AW-IR-04 Area-Wide Interceptor Rehab. Various Locations, Ocean Co., NJ EN-TECH Job # 05-58	CIPP Lining, Cleaning, & TV Inspection	\$117,000	Dec-05	Ocean Co. Utilities Auth. Bill Suchodolski, P.E. (732) 269-4500, x8333 Marvec Constr. Corp. Vincent Cestone (973) 239-0028
Sanitary Sewer Lining - 2005 Multiple Locations Maybrook, Orange County, NY EN-TECH Job # 05-108	CIPP Lining, Cleaning, & TV Inspection	\$54,101	Dec-05	Village of Maybrook Eustance & Horowitz James DeWinter, P.E. (845) 361-2717

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A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:
CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Contract No. 2 Potable Water & Wastewater Collection Systems Main Street Backlot Brewster, Westchester Co., NY EN-TECH Job # 05-99	CIPP Lining, Cleaning, & TV Inspection	\$12,870	Nov-05	Village of Brewster LAWS Construction Corp. Robert Notaro (914) 741-2100
Contract AW-IR-03 Interceptor Rehabilitation Various Locations Ocean County, NJ EN-TECH Job # 03-40	CIPP Lining, Cleaning, & TV Inspection	\$1,861,324	Nov-05	Ocean Co. Utilities Auth. Rich Inglis (732) 269-4500, x8271
Project No. QED-968 Grand Ave. Area, Queens, NY EN-TECH Job # 04-102	CIPP Lining, Cleaning, & TV Inspection	\$129,549	Oct-05	NYC DDC CARP Construction Ron Kumar (718) 494-8600
Contract 2958ELB/S-40482-R Cobbs Creek Drainage R.O.W Fairmount Avenue Philadelphia, PA EN-TECH Job # 04-61	CIPP Lining, Gunite, Cleaning, & TV Inspection	\$1,612,958	Oct-05	Philadelphia Water Dept. Al Horn, P.E. (215) 685-6350
Argyle Road Emergency Harrison, Westchester Co., NY EN-TECH Job # 05-79	CIPP Lining, Cleaning, & TV Inspection	\$37,160	Sep-05	Village of Harrison Dept. of Public Works Frank Balbi (914) 670-3100
P.O. No. 05-01023 Somerset Street Sewer Lining Plainfield, NJ EN-TECH Job # 05-54	CIPP Lining, Cleaning, & TV Inspection	\$27,915	Aug-05	Plainfield MUA Jerry Haimowitz, P.E. (908) 226-2518
North Regent Street Sanitary Sewer Rehabilitation Portchester, Westchester Co, NY EN-TECH Job # 05-56	CIPP Lining, Cleaning, & TV Inspection	\$19,415	Aug-05	Village of Port Chester Dolph Rotfeld Engrs. Michael Stein, P.E. (914) 631-8600
Raritan Avenue Sanitary Trunk Sewer Improvements Middlesex, NJ EN-TECH Job # 04-96	CIPP Lining, Cleaning, & TV Inspection	\$148,065	Aug-05	Borough of Middlesex T&M Associates Anthonio Vicente (732) 671-6400
Contact No. 04-510 Snowden Avenue Sanitary Sewer Rehabilitation Ossining, Westchester Co., NY EN-TECH Job # 04-52	CIPP Lining, Cleaning, & TV Inspection	\$155,725	Aug-05	Westchester County Dolph Rotfeld Engrs. Michael Stein, P.E. (914) 631-8600

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
P.O. No. 042105-1 Harbor Lane Emergency Massapequa, Nassau Co., NY EN-TECH Job # 05-31	CIPP Lining, Cleaning, & TV Inspection	\$16,000	Jul-05	Inc. Village of Massapequa John LaMarca (516) 798-0244
Boston Post Rd., DonBosco Place Sanitary Sewer Rehabilitation Portchester, Westchester Co, NY EN-TECH Job # 05-06	CIPP Lining, Cleaning, & TV Inspection	\$345,413	Jul-05	Village of Port Chester Dolph Rotfeld Engineers Michael Stein, P.E. (914) 631-8600
2005 Sanitary Sewer Rehab. Tuckahoe, Westchester Co., NY EN-TECH Job # 05-16	CIPP Lining, Cleaning, & TV Inspection	\$71,640	May-05	Village of Tuckahoe Dolph Rotfeld Engrs. Michael Stein, P.E. (914) 631-8600
Project No. SE-LC-07 Emergency Rehab.of Storm & Sanitary Sewers, Citywide, NYC EN-TECH Job #03-119	CIPP Lining, Cleaning, & TV Inspection	\$2,860,359	May-05	NYC DEP Protection M.A. Abraham, P.E. (718) 595-4200
Project No. SE-LCDDC-02 Rehabilitation of Storm and Sanitary Sewers, Citywide, NYC EN-TECH Job #03-112	CIPP Lining, Cleaning, & TV Inspection	\$1,173,354	May-05	NYC DDC Tom Wynne, P.E. (212) 442-1900
Contract No. X5672 CIPP Lining of Sanitary and Storm Sewers, City of Yonkers, NY EN-TECH Job #03-120	CIPP Lining, Cleaning, & TV Inspection	\$359,290	May-05	City of Yonkers Bill Finn (914) 377-6210
Contract 03-26 I/I Corrections Project Mamaroneck, NY EN-TECH Job #04-04	CIPP Lining, Cleaning, & TV Inspection	\$507,634	Apr-05	Village of Mamaroneck Tony Iacovelli (914) 777-7745
Contract No. 60 Bayview Avenue Sanitary Sewer Rehabilitation, Bayville, NJ EN-TECH Job # 04-79	CIPP Lining, Cleaning, & TV Inspection	\$67,510	Dec-04	Berkely Twp. Sewer Auth. T&M Associates Joseph Conti, P.E. (732) 671-6400
Lining of Main Street Sanitary Sewers Butler, NJ EN-TECH Job # 04-46	CIPP Lining, Cleaning & TV Inspection	\$207,240	Dec-04	Borough of Butler Darmofalski Engr. Assoc. Paul Darmofalski, P.E. (973) 835-8300
Paterson Plank Road Sewer Lining North Bergen, NJ EN-TECH Job # 04-86	CIPP Lining, Cleaning & TV Inspection	\$113,424	Dec-04	Township of N. Bergen Boswell McClave Engr. Derek McGrath, P.E. (201) 641-0770

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Church St., Broad St., & Eton Pl. Sanitary Sewer Rehabilitation Eatontown, NJ EN-TECH Job # 04-47	CIPP Lining, Cleaning & TV Inspection	\$60,200	Oct-04	Eatontown Sewerage Auth. Maser Consulting Engrs. John Van Dorpe, P.E. (732) 383-1950
Darby Creek Interceptor Rehabilitation - Phase 1 Darby, PA EN-TECH Job #02-103	CIPP Lining, Cleaning, & TV Inspection	\$417,760	Oct-04	Darby Creek Joint Auth. Catania Engineering Assoc. Charles Catania, JR., P.E. (610) 532-2884
Yorktown Sewer Rehabilitation Various Locations Yorktown, Westchester Co., NY EN-TECH Job # 04-12	CIPP Lining, Cleaning, & TV Inspection	\$390,178	Sep-04	Town of Yorktown Sharon Robinson, P.E. (914) 962-5722, x220
Contract No. CN-141 42" Storm Sewer Repair Meadowlands Racetrack East Rutherford, NJ EN-TECH Job # 04-63	CIPP Lining, Cleaning & TV Inspection	\$69,705	Sep-04	NJ Sports & Exposition Authority Alan Kashian (210) 460-4230
Halstead Street Sewer Line Rehabilitation Clinton, NJ EN-TECH Job # 04-36	CIPP Lining, Cleaning & TV Inspection	\$118,289	Aug-04	Town of Clinton Van Cleef Engr. Assoc. Mark Bahnick, P.E. (610) 332-1772
Contract No. 2004-04 Chestnut Street Sanitary Sewer Rehabilitation, Pelham, NY EN-TECH Job # 04-50	CIPP Lining, Cleaning & TV Inspection	\$19,700	Aug-04	Village of Pelham Dolph Rotfeld Engrs. Michael Stein, P.E. (914) 631-8600
Contract No. VM # 944 CIPP Sewer Lining, Various Locations, Scarsdale, NY EN-TECH Job # 03-88	CIPP Lining, Cleaning, & TV Inspection	\$106,143	Aug-04	Village of Scarsdale Frank Diodati (914) 722-1104
Contract No. 2002OP-013 Sellers Park Interceptr. Rehab. New Castle County, DE EN-TECH Job #03-93	CIPP Lining, Cleaning, & TV Inspection	\$370,203	Aug-04	Dept. of Special Services New Castle County, DE Jim Davis (302) 395-5250
SE-LC-06 Emergency Rehab.of Storm & Sanitary Sewers, Citywide, NYC EN-TECH Job #02-84	CIPP Lining, Cleaning, & TV Inspection	\$1,908,043	May-04	NYC DEP M.A. Abraham, P.E. (718) 595-4200
2004 Sanitary Sewer Lining Oley Township Berks County, PA EN-TECH Job #04-11	CIPP Lining, Cleaning, & TV Inspection	\$109,366	May-04	Oley Twp. Municipal Auth. Spotts, Stevens & McCoy Chris Hannum, P.E. (610) 621-2000

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Contract No. 180 Repair of 8" ACP & Manholes Route 183, Stanhope, NJ EN-TECH Job #03-114	CIPP Lining, Cleaning, TV Insp. & MH Rehab.	\$63,500	Apr-04	Musconetong Sewer Auth. Lee T. Purcell Associates James Demitriou, P.E. (973) 227-7200
Contract # 2002-2 Rehab. of San. Sewer Mains Eatontown, NJ EN-TECH Job # 03-28	CIPP Lining, Cleaning, & TV Inspection	\$117,840	Apr-04	Eatontown Sewerage Auth. Lanning Engineering Co. Francis A. Goeke, P.E. (609) 588-0011
Sanitary Sewer Improvement Warrenville Road Middlesex, NJ EN-TECH Job #03-122	CIPP Lining, Cleaning, & TV Inspection	\$41,878	Mar-04	Borough of Middlesex Kupper Associates Dan Madden, P.E. (732) 752-5600
Contract No. 1900012 Reconst. Of Streets, Springfield Gardens Residential Area Queens, NY EN-TECH Job # 03-123	CIPP Lining, Cleaning, & TV Inspection	\$153,079	Mar-04	NYC EDC EIC Associates (GC) Charlie Vitale, P.E. (973) 297-5230
Contract No. X5488 Various Locations, City of Yonkers Westchester Co., NY EN-TECH Job # 03-56	CIPP Lining, Cleaning, & TV Inspection	\$190,187	Dec-03	City of Yonkers Engineering Dept. Bill Finn (914) 377-6210
Contract No. 03-1 Branch Brook, Phase 3 Sanitary Sewer Improvements Mt. Kisco, Westchester Co., NY EN-TECH Job # 03-66	CIPP Lining, Cleaning, & TV Inspection	\$300,778	Dec-03	Village of Mount Kisco Malcolm Pirnie, Inc. Paul Daniele (914) 641-2465
Contract No. 2003-03 Sewer Lining & Other Repairs Mt. Pleasant, Westchester Co., NY EN-TECH Job #03-57	CIPP Lining, Cleaning, & TV Inspection	\$382,911	Dec-03	Town of Mt. Pleasant C.A. Manganaro Engrs. Jerry Mitchell, P.E. (201) 342-4200
Sanitary Sewer Relining Various Locations Garden City, NY EN-TECH Job #03-49	CIPP Lining, Cleaning, & TV Inspection	\$239,879	Oct-03	Inc. Village of Garden City Stephen Moriarty (516) 465-4006
Contract No. 1900011 Reconst. Of Streets, Springfield Gardens Residential Area Queens, NY EN-TECH Job # 03-72	CIPP Lining, Cleaning, & TV Inspection	\$327,928	Oct-03	NYC EDC EIC Associates (GC) Charlie Vitale, P.E. (973) 297-5230

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A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:
CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
2003 Annual CIPP Lining Contract Various Locations Township of Montclair, NJ EN-TECH Job #03-47	CIPP Lining, Cleaning, & TV Inspection	\$792,000	Oct-03	Twp. of Montclair Engineering Dept. Ebbie Faraji (973) 509-5708
Rehabilitation of Mini-System #40 Sanitary Sewer Collection Syst. Princeton, NJ EN-TECH Job # 01-107	CIPP Lining, Cleaning, & TV Inspection	\$208,000	Oct-03	Borough of Princeton Robert Hough, P.E. (609) 497-7639
Gravity Sanitary Sewer Rehab. Multiple Locations Gloucester Township, NJ EN-TECH Job #03-09	CIPP Lining, Cleaning, & TV Inspection	\$1,031,120	Aug-03	Gloucester Twp. MUA Bach Associates Brian Johnson (856) 546-8611
Contract # 02-04 Citywide Sanitary Sewer Lining Clifton, NJ EN-TECH Job # 02-67	CIPP Lining, Cleaning, & TV Inspection	\$290,000	Aug-03	City of Clifton Richard Calby, P.E. (973) 470-5793
Sanitary Sewer Lining Christian Lane, Maybrook, NY Orange County EN-TECH Job #03-51	CIPP Lining, Cleaning, & TV Inspection	\$45,743	Jul-03	Village of Maybrook Eustance & Horowitz David Knapp, P.E. (845) 361-2717
Greengate Sanitary Sewer Lining Phase 1 Pottstown, PA EN-TECH Job #03-44	CIPP Lining, Cleaning, & TV Inspection	\$62,383	Jul-03	Upper Pottsgrove Twp. LTL Consultants John Thiesen, P.E. (610) 987-9290
Contract No. 99-561 Inflow/Infiltration Rehabilitation Project - Phase 1 County of Westchester EN-TECH Job #00-33	CIPP Lining, Cleaning, & TV Inspection	\$2,733,152	Jun-03	Westchester County Savin Engineers Leah Radko, P.E. (914) 769-3200
Contract # 2002-1 Sanitary Sewer Rehabilitation Riverside, NJ EN-TECH Job # 02-73	CIPP Lining, Cleaning, & TV Inspection	\$478,085	May-03	Riverside Sewerage Auth. R.A. Alaimo Assoc. Engrs. Jack Nagle (609) 267-8310
Project # SC-LC-05 Emergency Sewer Rehabilitation Various Locations, Citywide, NYC EN-TECH Job # 01-111	CIPP Lining, Cleaning, & TV Inspection	\$1,042,000	Apr-03	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Project # BLT-146 Rehab. of Sanitary Sewer(CDBG) Heckel Street, Belleville, NJ EN-TECH Job # 02-93	CIPP Lining, Cleaning, & TV Inspection	\$315,051	Mar-03	Township of Belleville Maser Consulting Engrs. Tom Herits, P.E. (732) 583-5900

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A. PROJECT REFERENCES – SIMILAR CONTRACTS COMPLETED BY THE BIDDER:
CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Contract #034107/2777ELB City of Philadelphia EN-TECH Job #02-97	CIPP Lining, Cleaning, & TV Inspection	\$480,586	Mar-03	Philadelphia Water Dept. Jeff Twardzik (215) 685-6387
Sanitary Sewer Rehabilitation Hunters Lane Easement Township of Holmdel, NJ EN-TECH Job # 02-69	CIPP Lining, Cleaning, & TV Inspection	\$59,250	Nov-02	Township of Holmdel T&M Associates John McKelvey, P.E. (732) 671-6400
Contract B-211 Sanitary Sewer Rehabilitation Princeton Farms Phase 3 Hopewell, NJ EN-TECH Job # 02-74	CIPP Lining, Cleaning, & TV Inspection	\$75,777	Nov-02	Township of Hopewell VanCleaf Engineering William Natale, P.E. (609) 259-3263
Contract # SPLK-00281 South Blvd., Spring Lake, NJ EN-TECH Job # 01-116	CIPP Lining, Cleaning, & TV Inspection	\$128,290	Oct-02	Borough of Spring Lake T&M Associates John McKelvey, P.E. (732) 671-6400
Sewer Line Rehabilitation Leigh Street, Clinton, NJ EN-TECH Job # 02-51	CIPP Lining, Cleaning, & TV Inspection	\$44,760	Aug-02	Town of Clinton Van Cleaf Engr. Assoc. David Staph (908) 359-8291
Sewer Rehab. - Adams, Roosevelt & Washington Ave. Borough of Victory Gardens, NJ EN-TECH Job # 02-45	CIPP Lining, Cleaning, & TV Inspection	\$89,106	Aug-02	Boro. of Victory Gardens Anderson & Denzler Assoc. Leon Hall, P.E. (973) 887-2270
Project # SEQ002495 Emergency Sewer Rehab. Queens, NY EN-TECH Job # 99-113	CIPP Lining, Cleaning, & TV Inspection	\$350,000	Jul-02	NYC DDC Tom Wynne, P.E. (718) 391-1952
Merchantville Trunk Line Plymouth Place, Maple Ave. EN-TECH Job # 02-28	CIPP Lining, Cleaning, & TV Inspection	\$45,398	May-02	Borough of Merchantville Remington & Vernick Engr. Ronald Valentine (856) 795-9595
Meadowlands Area Sewer Rehabilitation EN-TECH Job # 02-27	CIPP Lining, Cleaning, & TV Inspection	\$119,441	May-02	Township of Lyndhurst Neglia Engineering Eric Bodnar, P.E. (201) 939-8805
Project # BRU0020 Rutherford Sanitary Sewer Rehabilitation EN-TECH Job # 01-105	CIPP Lining, Cleaning, & TV Inspection	\$49,000	May-02	Borough of Rutherford Schoor DePalma, Inc. Justin Lizza, P.E. (973) 299-7970

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CIPP SEWER LINING w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Project NB-905 Dell Avenue Sewer Lining North Bergen, NJ EN-TECH Job # 00-71	CIPP Lining, Cleaning, & TV Inspection	\$60,082	Jan-02	Township of N. Bergen Boswell McClave Engr. Derek McGrath, P.E. (201) 641-0770
Princeton Farms, Phase II Hopewell Township, NJ EN-TECH Job #01-94	CIPP Lining, Cleaning, & TV Inspection	\$80,342	Dec-01	Township of Hopewell VanCleaf Engineering William Natale, P.E. (609) 259-3263
Broad Avenue Sewer Rehab. Project, Phase IV Borough of Palisades Park, NJ EN-TECH Job # 01-13	CIPP Lining, Cleaning, & TV Inspection	\$44,800	Jul-01	Boro. of Palisades Park Harry Tuvel, P.E. (201) 941-2696
Project # SEQ 002506 Emergency Rehabilitation Queens, NY EN-TECH Job # 00-31	CIPP Lining, Cleaning, & TV Inspection	\$1,677,852	Jun-01	NYC DDC Tom Wynne, P.E. (718) 391-1952
Project # JFK.972.020 JFK Bulk Fuel Farm Queens, NY EN-TECH Job # 99-19	CIPP Lining, Cleaning, & TV Inspection	\$1,147,741	Dec-00	Port Authority of NY&NJ Tam Nyguen (718) 244-3723
Project # SE-LC-02 Emergency Lining Various Locations, NYC EN-TECH Job # 99-17	CIPP Lining, Cleaning, & TV Inspection	\$2,879,238	Sep-00	NYC DEP M.A. Abraham , P.E. (718) 595-4200
Project # SE-666-03-05 Clifton Street Area Brooklyn, NY EN-TECH Job # 99-27	CIPP Lining, Cleaning, & TV Inspection	\$310,522	Jun-00	NYC DDC HHM Associates (GC) Harvey Blatt, P.E. (718) 786-7000
Project # HWK-666W McGuinness Boulevard Brooklyn, NY EN-TECH Job # 98-74	CIPP Lining, Cleaning, & TV Inspection	\$801,721	Jan-00	NYC DDC Tully Construction (GC) Tom Olesczuk, P.E. (718) 446-7000
Project # HWKP-134 12th Street Brooklyn, NY EN-TECH Job # 99-47	CIPP Lining, Cleaning, & TV Inspection	\$164,000	Oct-99	NYC DDC JLJ III Enterprises (GC) Ray Rudolph (718) 465-5600

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A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:
GUNITE / SHOTCRETE w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Jackson Street & Newark Street Combined Sewer Rehabilitation Hoboken, Hudson Co., NJ EN-TECH Job No. 10-055	Gunite, Cleaning, & TV Inspection	\$3,090,821.00	November 2014	North Hudson Sewer Auth. Hatch Mott McDonald Kevin P. Wynn, P.E. (973) 912-2537
Project No. SE-GUN-14 Emergency Rehab. of Sewers by Shotcrete, Citywide, NYC EN-TECH Job No. 13-006	Gunite, Cleaning, & TV Inspection	\$6,375,423.00	November 2014	NYC DEP Dan Lefkowitz, P.E. (718) 595-4201
Project No. SEK002370 Shotcreting of Combined Sewers Provost St., etc., Brooklyn, NY EN-TECH Job No. 13-043	Gunite, Cleaning, & TV Inspection	\$2,109,075.00	September 2014	NYC DDC Peter Knight (347) 203-3598
Bid No. 2307 Gunite Rehab. in Gunners Run Various Locations, Philadelphia, PA EN-TECH Job No. 10-071	Gunite, Cleaning, & TV Inspection	\$4,271,536.00	April 2014	Philadelphia Water Dept. Jeff Twardzik (215) 685-6288
Contract No. X8317, Bid 5595 Rehab. of San. & Storm Sewers Yonkers, Westchester Co., NY EN-TECH Job No. 11-008	Shotcrete Cleaning, & TV Inspection	\$774,840.00	January 2014	City of Yonkers Engineering Department Bill Finn (914) 377-6210
Project No. SE-GUN-13 Emergency Rehab. of Sewers by Shotcrete, Citywide, NYC EN-TECH Job No. 11-075	Gunite, Cleaning, & TV Inspection	\$3,601,234.00	Dec. 2013	NYC DEP Dan Lefkowitz, P.E. (718) 595-4200
Project No. SE-GUN-12 Emergency Rehab. of Sewers by Shotcrete Method, Citywide EN-TECH Job No. 11-006	Gunite, Cleaning, & TV Inspection	\$5,512,850.00	Nov. 2012	NYC DEP Daniel Lefkowitz, P.E. (718) 595-4200
Rehab. of Stone Drainage Culvert Vinicity of 120 Walworth Avenue Scarsdale, Westchester Co., NY EN-TECH Job No. 12-032	Gunite, Cleaning, & TV Inspection	\$28,500.00	June 2012	Village of Scarsdale DPW Frank Diodati (914) 722-1105
Grand Street Wood Sewers Combined Sewer Rehabilitation Hoboken, Hudson Co., NJ EN-TECH Job No. 10-054	Gunite, Cleaning, & TV Inspection	\$2,791,700.00	Jan. 2012	North Hudson Sewer Auth. Hatch Mott McDonald Kevin P. Wynn, P.E. (973) 379-3400
Project No. SE-GUN-11 Emergency Rehab. of Sewers by Shotcrete, Citywide EN-TECH Job No. 09-107	Gunite, Cleaning, & TV Inspection	\$5,820,070.00	September 2011	NYC DEP Daniel Lefkowitz, P.E. (718) 595-4200

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GUNITE / SHOTCRETE w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Contract No. X7704, Bid No. 5445 Rehab. of San. & Storm Sewers Yonkers, Westchester Co., NY EN-TECH Job No. 09-24	Shotcrete Cleaning, & TV Inspection	\$654,920.00	Jan. 2011	City of Yonkers Engineering Department Bill Finn (914) 377-6210
Project No. SE-GUN-10 Emergency Rehab. Of Sanitary and Storm Sewers, Citywide EN-TECH Job No. 08-103	Gunite, Cleaning, & TV Inspection	\$5,745,471.00	Jul-10	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Contract No. X7319 Rehab. of San. & Storm Sewers Yonkers, Westchester Co., NY EN-TECH Job # 08-17	Shotcrete Cleaning, & TV Inspection	\$583,029.00	Nov-09	City of Yonkers Engineering Department Bill Finn (914) 377-6210
Contract No. SE-GUN-09 Emergency Rehabilitation of Sanitary & Storm Sewers Citywide EN-TECH Job # 07-104	Gunite, Cleaning, & TV Inspection	\$5,124,647.00	May-09	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Contract No. SE-GUN-08 Emergency Rehabilitation of Sanitary & Storm Sewers Citywide EN-TECH Job # 06-109	Gunite, Cleaning, & TV Inspection	\$4,240,371.00	Apr-08	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Contract No. SE-GUN-07-R Emergency Rehabilitation of Sanitary & Storm Sewers Citywide EN-TECH Job # 06-03	Gunite, Cleaning, & TV Inspection	\$2,797,168.00	Apr-07	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Contract No. C-33293 Reconstr. of Joralemon Tunnel Brooklyn-Manhattan, NY EN-TECH Job # 06-05	Gunite, Cleaning, & TV Inspection	\$3,697,638.00	Jan-07	NYCMTA Tully Construction Co., Inc. Kevin Lynch (718) 446-7000, x226
Project # SE-GUN-06 Emergency Sewer Rehabilitation Various Locations, NYC EN-TECH Job # 04-80	Gunite, Cleaning, & TV Inspection	\$2,749,450.00	May-06	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Contract 2958ELB/S-40482-R Cobbs Creek Drainage R.O.W Fairmount Avenue Philadelphia, PA EN-TECH Job # 04-61	Gunite CIPP Lining, Cleaning, & TV Inspection	\$1,612,958.00	Oct-05	Philadelphia Water Dept. Al Horn, P.E. (215) 685-6350
5Project # SE-GUN-05 Emergency Sewer Rehabilitation Various Locations, NYC EN-TECH Job # 03-113	Gunite, Cleaning, & TV Inspection	\$2,625,522.00	Jun-05	NYC DEP M.A. Abraham, P.E. (718) 595-4200

EN-TECH CORP.
 91 Ruckman Road
 Closter, NJ 07624
 (201) 784-1034

A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:
GUNITE / SHOTCRETE w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Contract No. X5902 McClellan Avenue EN-TECH Job # 04-41	Gunite, Cleaning, & TV Inspection	\$228,400.00	Jul-04	City of Yonkers Engineering Department Bill Finn (914) 377-6210
Project # SE-GUN-04 Emergency Sewer Rehabilitation Various Locations, NYC EN-TECH Job # 02-68	Gunite, Cleaning, & TV Inspection	\$1,821,105.00	May-04	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Project # SE-GUN-03 Emergency Sewer Rehabilitation Various Locations, NYC EN-TECH Job # 02-29	Gunite, Cleaning, & TV Inspection	\$1,762,000.00	Jul-03	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Project # SE-GUN-02 Emerg. Rehabilitation Various Locations, NYC EN-TECH Job # 01-112	Gunite, Cleaning, & TV Inspection	\$1,720,000.00	Jun-03	NYC DDC Thomas Wynne, P.E. (212) 442-1900
Rehab. Possum Pass-Gregory Road Culvert System Union County, NJ EN-TECH Job # 02-82	Gunite, Cleaning, & TV Inspection	\$523,485.00	May-03	Springfield Township Keller & Kirkpatrick, Inc. Robert Kirkpatrick
Westside Highway Phase V New York, NY EN-TECH Job # 97-133	Gunite Brick Sewer, Cleaning, & TV Inspect.	\$591,122.00	Aug-02	NYS DOT Yonkers Contracting(Prime Contr) Paul Connelly (914) 965-1500
Westside Highway Phase IV New York, NY EN-TECH Job # 98-44	Gunite Brick Sewer, Cleaning, & TV Inspect.	\$1,555,830.00	Aug-02	NYS DOT Perini Corp.(Prime Contr.) Slavko (914) 345-8100
Westside Highway Phase III New York, NY Job # 98-18	Gunite Brick Sewer, Cleaning, & TV Inspect.	\$1,135,551.00	Aug-02	NYS DOT Felix Equities(Prime Contr.) Errol Stabiner (914) 248-8500
Project # SE-GUN-01 Emerg. Rehabilitation Various Locations, NYC Job # 00-83	Gunite, Cleaning, & TV Inspection	\$1,633,805.00	Jul-02	NYC DEP M.A. Abraham, P.E. (718) 595-4200
Project # DTC-GG1-00-C- 3WK185 Governor's Island Job #00-63	Gunite	\$550,000.00	Jan-02	US Coast Guard John O'Boyle (718) 354-4017

EN-TECH CORP.
 91 Ruckman Road
 Closter, NJ 07624
 (201) 784-1034

A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:
GUNITE / SHOTCRETE w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Project # SE-495 A/B East River Outfalls, New York, NY Job # 00-01	Gunite, Cleaning, & TV Inspection	\$815,083.00	Jan-02	NYC DDC Avi Levy, P.E. (212) 442-1890
Project # BA-32 Repair of Concrete Structures Union County, NJ Job # 01-22	Gunite	\$146,297.00	Oct-01	Union Co. Division of Engr. Bruce Conner, P.E. (908) 789-3690
Project # SEK002314 Farragut Road Brooklyn, NY Job # 00-95	Gunite, Cleaning, & TV Inspection	\$552,882.00	Sep-01	NYC DDC Max Achille, P.E. (718) 780-8113 (718) 822-8012
Project # GE-335 Amsterdam Avenue Tunnel New York, NY Job # 01-10	Gunite, Cleaning, & TV Inspection	\$484,593.00	Jun-01	NYC DEP John P. Picone (Prime Contr.) M.A. Abraham, P.E. (718) 595-4200
Project # 99-4195, BN 2330 Various Locations Philadelphia, PA Job # 99-20	Gunite, Cleaning, & TV Inspection	\$3,568,000.00	Feb-01	Philadelphia Water Lenart Rustam (215) 685-6352
Project # SEC20004-C Kissena Corridor Outfall Queens, NY Job # 99-79	Gunite, Cleaning, & TV Inspection	\$449,350.00	Jul-00	NYC DEP K.J. Delaney Contr. (Prime) M.A. Abraham, P.E. (718) 595-4200
Project # 98-4294, BN 2173 Cobbs Creek Philadelphia, PA Job # 98-27	Gunite, Cleaning, & TV Inspection	\$3,559,589.00	Mar-00	City of Philadelphia Water Lenart Rustam (215) 685-6352
Project # SEK 00286 Farragut Road Brooklyn, NY Job # 99-32	Gunite, Cleaning, & TV Inspection	\$246,662.00	Dec-99	NYC DDC Phil Eumassor (718) 780-8026
Emergency Warren Street Newark, NJ Job # 99-75	Gunite, Cleaning, & TV Inspection	\$280,650.00	Nov-99	City of Newark Water Department John George, P.E. (973) 256-4965

EN-TECH CORP.
 91 Ruckman Road
 Closter, NJ 07624
 (201) 784-1034

A. PROJECT REFERENCES -- SIMILAR CONTRACTS COMPLETED BY THE BIDDER:
GUNITE / SHOTCRETE w/ Cleaning & CCTV Inspection

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner References & Telephone Number
Chestnut Street Philadelphia, PA Job # 99-58	Gunite, Cleaning, & TV Inspection	\$204,147.00	Oct-99	City of Philadelphia Water Lenart Rustam (215) 685-6352
Project # SE 494B South of 14th Street Manhattan, NY Job # 6-1	Gunite, Cleaning, & TV Inspection	\$2,049,725.00	Jul-99	NYC DDC Chris Oneychi, P.E. (212) 442-1892

EN-TECH CORP.
 91 Ruckman Road
 Closter, NJ 07624
 (201) 784-1034

A. PROJECT REFERENCES -- REHABILITATION of MANHOLES & STRUCTURES with SAUERISEN MATERIALS

Project & Location	EN-TECH JOB #	\$ Amount	Month Completed	Owner References & Telephone Number	Work Performed	Quantity	Prime/Sub?
Contract 08-WWS2009 Newark, NJ	14-018	\$146,777.50	Dec-14	Newark Water & Sewer Utilities c/o Camp, Dresser & McKee Robert Pennington, P.E. (732) 225-7000	Manhole Rehab.	378 VF	Subcontractor to Spiniello Co.
Contract DPW-13-04 Ossining, NY	13-065	\$24,700.00	Oct-14	Village of Ossining c/o Kellard Sessions Consulting Joe Cermele, P.E. (914) 273-2323	Manhole Rehab.	65 VF	Subcontractor to Eastern Excavation
Contract AW 1014 Ocean County, NJ	12-006	\$371,979.00	Apr-13	Ocean County Utilities Auth. Engineering Department Bill Suchodolski (732) 259-4500	Manhole Rehab	4,823 SF	Prime Contractor
Contract AW 0918 Ocean County, NJ	11-001	\$205,251.75	Mar-13	Ocean County Utilities Auth. Engineering Department Bill Suchodolski (732) 259-4500	Manhole Rehab	8,293 SF	Prime Contractor
Contract AW 0805 Ocean County, NJ	10-003	\$33,938.10	Jul-11	Ocean County Utilities Auth. Engineering Department Bill Suchodolski (732) 259-4500	Manhole Rehab	1,616 SF	Prime Contractor
Central Camden Gateway Sewer Rehabilitation Camden, NJ	09-089	\$117,000.00	Sep-10	Camden County MUA C/O Remington & Vernick Attn: Paul Kelley (856) 795-9595	Manhole Rehab	45 Manholes	Prime Contractor

EN-TECH CORP.
 91 Ruckman Road
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A. PROJECT REFERENCES -- REHABILITATION of MANHOLES & STRUCTURES with SAUERISEN MATERIALS

Project & Location	EN-TECH JOB #	\$ Amount	Month Completed	Owner References & Telephone Number	Work Performed	Quantity	Prime/Sub?
Contract AW-IR-07 Ocean County, NJ	09-052	\$314,286.75	Sep-10	Ocean County Utilities Auth. Engineering Department Bill Suchodolski (732) 259-4500	Manhole Rehab Chamber Rehab	24 Manholes (4,371 SF) 7 Chambers	Subcontractor to: Metra Industries
Sanitary Sewer Rehabilitation Westville Boro, NJ	08-020	\$43,680.00	May-09	Boro of Westville C/O Consulting Engineering Svc. Norman Rogers (856) 228-2200	Manhole Rehab	165 VF	Prime Contractor
Deptford Interceptor Rehabilitation Deptford, NJ	08-004	\$21,800.00	Jun-08	Gloucester County UA C/O Remington & Vernick Attn: Tom Walicky (856) 795-9595	Chamber Rehab	2 Chambers	Prime Contractor

CONTRACTOR'S EQUIPMENT SCHEDULE

NAMED INSURED: En-Tech Corp.

POLICY DATES: 5/9/2015 - 5/9/2016

#	YEAR	CUST. #	DESCRIPTION	I.D #	AMOUNT OF INSURANCE	LOSS PAYEE/ ADDITIONAL INSURED (LESSOR)
Gunite						
1	1999	ZIM2	ZIM 2	ZM72-712-1647-06	\$ 76,000	
2			(3) 750CFM Boss Compressors Mounted on @ \$40,000. Each		\$ 120,000	
3			(2) Forklift Hyster @ \$15,000. Each		\$ 30,000	
4	1998	HIM-1	HydraMac Skid Steer Loader w/ atts. Model 2650		\$ 30,000	
5	1973		Case W-14 Front End Pay Loader	9112107	\$ 15,000	
6	2006		Zim Mixer Model ZM-712-SP w/ Pump & atts	No ID#	\$ 76,042	
7	2011	ZIM4	Zim Mixer Model ZM-712-SP (12 Cu. Yards) w/Pump & atts	No ID#	\$ 87,927	
8	2005		Genie GTH-5519 Telehandler w/ 60" bucket	TX5519-13035 & 117686-S	\$ 28,000	
9		ZIM5	Zimmer Model ZM-409-SP w/9 CYD & AHS		\$ 108,653	
10		ZIM6	Zimmer Model ZM-409-SP w/9 CYD & AHS		\$ 114,655	
			Total		\$ 686,277	

CONTRACTOR'S EQUIPMENT SCHEDULE

NAMED INSURED: En-Tech Corp.

POLICY DATES: 5/9/2015 - 5/9/2016

#	YEAR	CUST. #	DESCRIPTION	ID #	AMOUNT OF INSURANCE	LOSS PAYEE/ ADDITIONAL INSURED (LESSOR)
Lining						
11			(4) Boilers Truck Mounted on Mack Trucks @ \$50,000. Each		\$ 200,000	
12			(3) Refrigerator Boxes with Loading Devices @ \$40,000. Each		\$ 120,000	
13			(1) Trailer (Reefer)		\$ 55,000	
14	1987	TR-1	(1) Walker Resin Tanker Trailer		\$ 45,000	
15	1987	TR-4	(1) Aztec Trailer		\$ 50,000	
16			(1) Static Mixer (Resin)		\$ 40,000	
17			(4) Box Truck Mounted @ \$14,000. Each		\$ 56,000	
18	2008		Portable Wet Out Conveyor w/atts. 120"	No ID#	\$ 76,500	
19	2009		Boiler Truck mounted on a Kenworth	No ID#	\$ 50,000	
20	2009		Boiler Truck mounted on a Stirling	No ID#	\$ 50,000	
21	2009		Boiler Truck mounted on a Hino	No ID#	\$ 50,000	
22	2010		Rush Heater with Work Platform on 2008 Sterling #36122	No ID#	\$ 111,200	
23	Used		Case Model 445 Skid Steer Loader w/ Att.	N5M401308	\$ 26,215	
24			Jet Heater 700KNTU w/ Trailer	1JT9BU1Z288E35753	\$ 27,300	
25	2010		Godwin Fusion Machine & Trailer		\$ 80,071	
26			Dominator 4-30 6-24" Configuration Cutter	CD12211300150REVEENTE	\$ 20,200	
27			Dominator 4-30 6-24" Configuration Cutter	CD821200122REVEENTE	\$ 19,900	
28			Dominator 4-30 6-24" Configuration Cutter	CD821200123REVEENTE	\$ 19,900	
29		RF-1	Diescl Driven Power Pack w/atts for RF-1	#D2011L021	\$ 25,995	
			Total		\$ 1,123,281	

CONTRACTOR'S EQUIPMENT SCHEDULE

NAMED INSURED: En-Tech Corp.

POLICY DATES: 5/9/2015 - 5/9/2016

#	YEAR	CUST. #	DESCRIPTION	ID #	AMOUNT OF INSURANCE	LOSS PAYEE/ ADDITIONAL INSURED (LESSOR)
Sewer Cleaning						
30		VAC 11	(1) Jet Vac Vactor		\$ 220,000	
31			(2) Stetco Hydraulic Cranes T950 @ \$20,000. Each		\$ 40,000	
32		VAC 17	Vac Con Vactor Model VPD4216LHADN/1300	10126324	\$ 325,373	
33	2014	VAC 18	Vac Con Vactor Model VPD4216LHADN/1300	1FVHG3DV9EHFX9429	\$ 317,324	
34		OP-8	Stedco Catch Basin Cleaner SC 970T2/15 4032	9084	\$ 35,000	
35		OP-6	Stedco Catch Basin Cleaner SC 970T2/15 4033	9085	\$ 35,000	
36		VAC 19	Vactor 2112-1024	14-09V-14903	\$ 334,968	
37	2015		Vactor 2115 PLUS 1024 RAS-J-18 Plus Pump	14-08V-14842	\$ 337,800	
				Total	\$ 1,645,465	
TV Equipment						
38			(3) Aires TV Truck Equipment with Camera \$70,000. Each		\$ 210,000	
39		TV-12	ARIES Mainline Inspection System		\$ 89,297	
40		TV-14	ARIES Mainline TV/Cutter Inspection System	CFG-VEH-00001687	\$ 331,085	
41		TV-15	ARIES Mainline TV/Inspection System	CFG-VEH-00002136	\$ 84,013	
				Total	\$ 714,395	

CONTRACTOR'S EQUIPMENT SCHEDULE

NAMED INSURED: En-Tech Corp.

POLICY DATES: 5/9/2015 - 5/9/2016

#	YEAR	CUST. #	DESCRIPTION	LD #	AMOUNT OF INSURANCE	LOSS PAYEE/ ADDITIONAL INSURED (LESSOR)
Pumps						
42			(2) Godwin 6" Dry Prime Pumps @ \$20,000. Each		\$ 40,000	
43	2007	TR-9	Godwin CD150M 6" Pumpset w/ engine & Trailer	662275 / 050282	\$ 40,590	
44	2007	TR-11	Godwin 8" Pumpset w/ engine & Trailer	747634 & 50212	\$ 53,500	
45	2007	TR-10	Godwin 8" Pump Set w/ Engine & Trailer	0749381-6 / 049548	\$ 53,600	
46	2011		Godwin 6" Pumpset w/ Engine & Trailer	1062116-7/D048437	\$ 49,500	
47	2011		Powercrete 20 Concrete Pump w/ Trailer and attachments	8620	\$ 59,643	
48			Godwin Dri-Prime DPC300 Critically Silenced Diesel Pump w/Engine Adapters-Floats	13616005-1/ PE6068L237269	\$ 106,500	
49			Godwin Dri-Prime DPC300 Critically Silenced Diesel Pump w/Engine Adapters-Floats	13616005-2/ PE6068L209661	\$ 106,500	
50			Godwin GL14 Drop In Pump Trailer DPC300/6068-T3	16MPF1422DD067589	\$ 9,170	
51			Godwin GL14 Drop In Pump Trailer DPC300/6068-T3	16MPF1420DD067588	\$ 9,170	
			Total		\$ 528,173	

CONTRACTOR'S EQUIPMENT SCHEDULE

NAMED INSURED: En-Tech Corp.

POLICY DATES: 5/9/2015 - 5/9/2016

#	YEAR	CUST. #	DESCRIPTION	I.D #	AMOUNT OF INSURANCE	LOSS PAYEE/ ADDITIONAL INSURED (LESSOR)
Miscellaneous Items						
52			Employee Tools Fred Miller		\$ 50,000	
53			Miscellaneous Equipment & Tools -- Max. Limit Any 1 item: \$10,000.		\$ 300,000	
54			Jobsite Trailer & Contents		\$ 10,000	
55			500 Gallon Fuel Cube w/ attachments	P400608	\$ 50,136	
56	2005		Hyster Model S100XM-Forklift	SX100XMF004V02704B	\$ 20,000	
57			Case 20-B Wheel Loader		\$ 15,000	
				Total	\$ 445,136	
				Grand Total	\$ 5,142,727	

11



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Manager

BOT Meeting Date: 11/16/2015

Item Type: Resolution

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

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

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

ACCEPTANCE OF NEW MEMBERS TO VOLUNTEER FIRE COMPANIES

Summary

Background:

Harry Howard Hook and Ladder, and Mellor Engine & Hose, both have elected new members to their volunteer fire companies.

Proposed Action

That the Board of Trustees adopt the Resolution

Attachments

Resolution for Donigi Furano
 Resolution for Edwin Villa
 Resolution Arrion Mulligan

ACCEPTANCE OF DONIGI FURANO AS A NEW MEMBER OF HARRY HOWARD
HOOK & LADDER CO. NO. 1.

On motion of TRUSTEE _____, seconded by TRUSTEE _____

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

WHEREAS, on November 3, 2015, Harry Howard Hook & Ladder Co. No. 1, held an
election for a new member; and

WHEREAS, Donigi Furano was elected to be a new member. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby accepts the election of Donigi Furano to
Harry Howard Hook & Ladder Co. No. 1.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ACCEPTANCE OF EDWIN VILLA AS A NEW MEMBER OF MELLOR ENGINE & HOSE
CO. NO 3 INC.

On motion of TRUSTEE _____, seconded by TRUSTEE _____

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

WHEREAS, on November 2, 2015, Mellor Engine & Hose Co. No 3, Inc. , held an
election for a new member; and

WHEREAS, Edwin Villa was elected to be a new member. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby accepts the election of Edwin Villa to
Mellor Engine & Hose Co. No 3, Inc.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

ACCEPTANCE OF ARRION MULLIGAN AS A NEW MEMBER OF MELLOR ENGINE &
HOSE CO. NO 3 INC.

On motion of TRUSTEE _____, seconded by TRUSTEE _____

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

WHEREAS, on November 2, 2015, Mellor Engine & Hose Co. No 3, Inc. , held an
election for a new member; and

WHEREAS, Arrion Mulligan was elected to be a new member. Now, therefore, be it

RESOLVED, that the Board of Trustees hereby accepts the election of Arrion Mulligan
to Mellor Engine & Hose Co. No 3, Inc.

Approved as to Form:

Anthony M. Cerreto, Village Attorney

DISCUSSIONS



VILLAGE OF
PORT CHESTER

222 Grace Church Street, Port Chester, New York 10573

AGENDA MEMO

Department: Office of the Village Attorney

BOT Meeting Date: 11/16/2015

Item Type: Discussion Item

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

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

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

LOCAL LAW AMENDNG THE CODE OF THE VILLAGE OF PORT CHESTER,
 CHAPTER 284, STREET NAMING

Summary

Background:

At the direction of Trustee Terenzi staff has researched processes for honoring certain persons in the Village by co-naming streets. The process for such an honorary street co-naming is before you for your review and discussion.

Proposed Action

Select a Proposed Action

Attachments

Proposed Local Law, Street Co-Naming

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,
CHAPTER 284, STREET NAMING

SECTION 1: Purpose and Intent.

The purpose and intent of this local law is to provide a uniform process for the review and consideration of an honorary name for an existing Village street.

SECTION 2: The Code of the Village of Port Chester, Chapter 284, previous reserved, shall hereby read as follows:

Section 284-1 Application

A village street may be designated with an honorary name either by petition signed by least 70% of the number of owners of real property (as shown on the last tax roll) adjoining the street or portion of street proposed for such designation, or on the initiative of the Board of Trustees.

Section 284-2 Guidelines for Designation

The following shall be the guidelines for designation of a street for an honorary name:

- A. The person to be honored shall be deceased.
- B. The length of time the person resided in the Village of Port Chester
- C. The person's tie or connection to the street to be named
- D. The historical significance of the person and his/her contributions and accomplishments at the local, state or national level.
- E. The person's personal qualities and character
- F. Any other relevant factor that would demonstrate extraordinary and highly acclaimed involvement linked to the Village.

Section 284-3. Designation

Upon review of a particular matter, the Board of Trustees may, in its discretion, designate a street (or portion thereof) with an honorary name and on such conditions as deems appropriate. Such action shall be in the form of a resolution.

SECTION 3: Severability

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

SECTION 4: Effective Date

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

CORRESPONDENCE

1

Dwayne Edwards
5 Drisler Avenue
White Plains, NY 10607
November 4, 2015

Mayor Dennis G. Pilla and the Board of Trustees
Village of Port Chester, NY
222 Grace Church
Port Chester, NY 10573

Dear Mayor Dennis G. Pilla and the Board of Trustees:

It is with regret that I tender my resignation from the Village of Port Chester, NY board of directors, effective immediately.

I am grateful for having had the opportunity to serve on the board of this fine organization for the past 8 months, and I offer my best wishes for its continued success.

Sincerely,

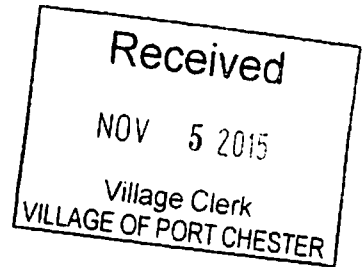
Dwayne Edwards
Member, Board of Ethics

2



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, *1st Lieutenant*
Scott Sprague, *2nd Lieutenant*
Frank Gordiski, *Sergeant*
Peter Mutz, *Chief Driver*

November 3, 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. Edwin Villa to active membership in our Company. This action took place during our regular monthly meeting on November 2, 2015.

Mr. Villa resides at 18 Prospect St., Port Chester, NY 10573. We believe that Mr. Villa will be an asset to the Port Chester Fire Department. Upon completion of the necessary physical exam requirements, Mr. Villa will present a copy of this letter to your office.

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

Sincerely,

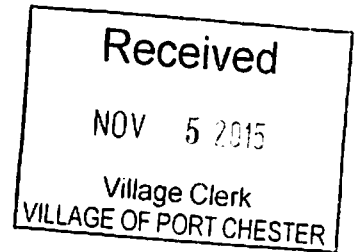
**Donna C. Gordiski
Secretary of Mellor E&H Co. #3**

3



**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, *1st Lieutenant*
Scott Sprague, *2nd Lieutenant*
Frank Gordiski, *Sergeant*
Peter Mutz, *Chief Driver*

November 3, 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. Arrion Mulligan to active membership in our Company. This action took place during our regular monthly meeting on November 2, 2015.

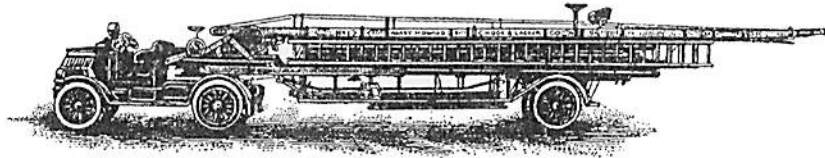
Mr. Mulligan resides at 383 Brinsmade Ave., Bronx, NY 10465. We believe that Mr. Mulligan will be an asset to the Port Chester Fire Department. Upon completion of the necessary physical exam requirements, Mr. Mulligan will present a copy of this letter to your office.

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

Sincerely,

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

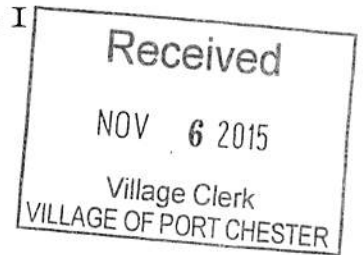
4



HARRY HOWARD HOOK & LADDER CO. NO. 1
PORT CHESTER, N.Y. 10573

November 4, 2015

Hon Mayor Dennis Pilla and
Members of the Village Board of Trustees
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573
Attn: Mr. David Thomas – Village Clerk

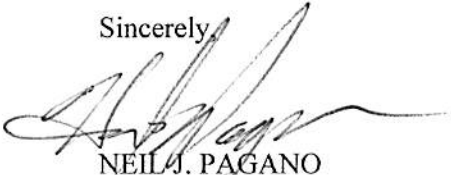


**Re: Election of New Member
Donigi (Gino) Furano**

Dear Mayor Pilla & Members of the Board:

The purpose of this letter is to inform you that on November 3, 2015, at the regularly scheduled monthly meeting of the Company, the members of Harry Howard Hook & Ladder Company #1 voted for the acceptance of Mr. Donigi (Gino) Furano who resides at 126 Bowman Drive, Greenwich, CT 06831 to active membership in our Company.

Sincerely,



NEIL J. PAGANO
Secretary

cc: Donigi Furano
126 Bowman Drive
Greenwich, CT 06831

5

www.pcrbchamber.com
pcrbchamber@gmail.com
Tel 914-939-1900 Fax 914-437-7779

222 Grace Church Street
Suite 301 A
Port Chester, NY 10573



Ken Manning -
President

November 4, 2015

Chairman-BOD
Frank Madonia

Vice Chairman-BOD
Pat Sestito

Treasurer
Dan Colangelo

Chairman Emeritus
Michael Borrelli

Ex Officio Members:
Christopher Steers
Christopher Bradbury

Secretaries:
Toni Rovello
Donna Mead

Board of Directors:
Richard Abel
Michael Borrelli
Roman Ciosek
Dan Colangelo
George S. Latimer
Frank Madonia
Ken Manning
Scott Moore
Dennis G. Pilla
Martin Rogowsky
Pat Sestito
Jim Wright
Chris Sanchez

Mayor Dennis G. Pilla and
Board of Trustees
Village of Port Chester
222 Grace Church Street
Port Chester, NY 10573

Gentlemen:

On behalf of the Port Chester-Rye Brook-Rye Town of Chamber of Commerce, I am making our annual request for the Village of Port Chester to allow free street parking (with a two-hour limit) on North Main Street between the railroad bridge and Westchester Avenue, South Main Street, Abendroth Avenue, Willett Avenue between Abendroth Avenue and Marvin Place, Adee Street, Marvin Place, Westchester Avenue, lower King Street to the railroad bridge, Highland-Adee-Willett Avenue and Broadway lots from December 21 through December 30, 2015.

Thank you for your consideration.

Sincerely,

Ken Manning
President

KM:tr
Corres 2015

VILLAGE OF PORT CHESTER

NOV - 9 2015

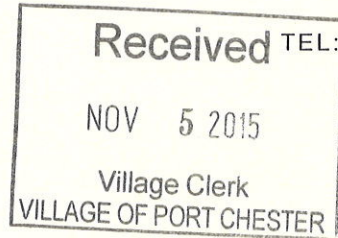
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THE LAW OFFICE OF

Anthony R. Firone, Esq., P.C.

202 Mamaroneck Avenue, Suite 500
WHITE PLAINS, NEW YORK 10601
TEL: 914-686-7007 • FAX: 914-686-7019



November 4, 2015
RECEIVED
Village of Port Chester

NOV 05 2015

Planning and Zoning

Via Hand Delivery

Board of Trustees
The Village of Port Chester
222 Grace Church Street
Port Chester, New York 10573
Attn: David Thomas, Village Clerk

Re: 52 Eldredge Street, Port Chester, New York 10573
Applicants: 52 Eldredge Street Realty, LLC
Verified Petition to Change Zoning Code and Amend Zoning Map

Dear Mr. Thomas:

We represent 52 Eldredge Street Realty, LLC ("Applicants") in connection to the within Petition for a Change in Zoning of a parcel located at 52 Eldredge Street, Port Chester, New York 10573. Please place the matter on the agenda for the Board of Trustees Meeting to be held on November 16, 2015.

Accordingly, please find enclosed for submission to the Village Board of Trustees, pursuant to § 345-34 of the Village Code, the following:

1. An original plus sixteen copies of Applicant's Petition for Zoning Change;
2. The application fee in the amount of *One Thousand Dollars and Zero Cents* (\$1,000.00), as set forth in Chapter 175 of the Village Code; and
3. A map accurately drawn to an appropriate scale, showing the proposed one district boundary changes, property lines, tax lot identification, the calculated areas affected in acres or square feet, the street rights-of-way in the immediate vicinity and the lands and names of owners immediately adjacent to (and extending within 100 feet of) all boundaries of the property to be rezoned.

The attached Petition proposes a re-zoning of the subject property at 52 Eldredge Street from an R2F Two Family Residence District to a C1 Neighborhood Retail District and a Zoning Map amendment to place the subject property in the new C-1 Zoning District.

52 Eldredge Street
November 4, 2015
Page 2 of 2

The applicant's principal, Mr. Frank Testa, appreciates the Village Board's time and assistance with respect to this Petition. We believe that the requested zoning change is overall in the best interest of the Village.

Please direct any correspondence regarding this matter to our office. Also, please feel free to contact me if you have any questions or concerns regarding the above application.

Respectfully submitted,

Anthony R. Tirocchi

Enclosures

cc: Mr. Frank Testa, President
52 Eldredge Street Realty, LLC

The Hon. Dennis G. Pilla, Mayor
The Hon. Gregory K. Adams, Trustee
The Hon. Daniel Brakewood, Trustee
The Hon. Gene Ceccarelli, Trustee
The Hon. Joseph D. Kenner, Trustee
The Hon. Luis A. Marino, Trustee
The Hon. Saverio L. Terenzi, Trustee

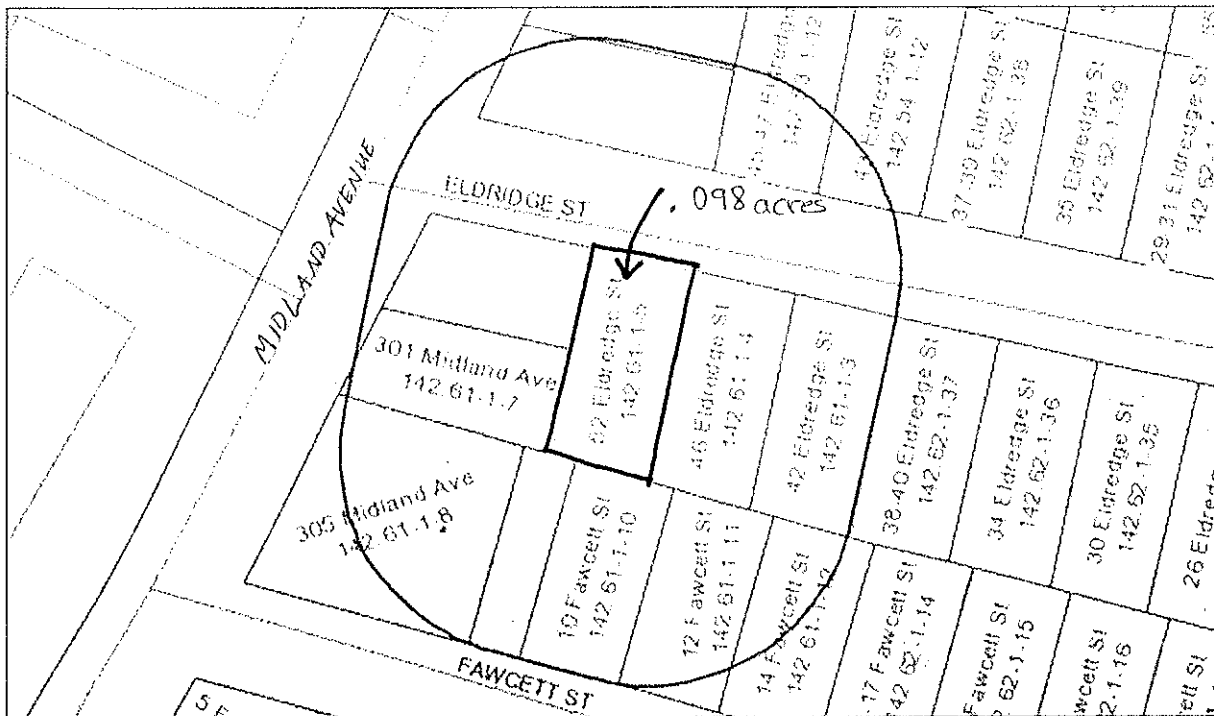
Ms. Jessica Youngblood, Village Planner
Mr. Peter Miley, Building Inspector and Dir. Of Code Enforcement
Mr. Anthony M. Cerreto, Esq., Village Attorney

Tax Parcel Maps

Address: 52 Eldredge St

Print Key: 142.61-1-5

SBL: 1420610001005000000



Disclaimer:

This tax parcel map is provided as a public service to Westchester County residents for general information and planning purposes only, and should not be relied upon as a sole informational source. The County of Westchester hereby disclaims any liability from the use of this GIS mapping system by any person or entity. Tax parcel boundaries represent approximate property line location and should **NOT** be interpreted as or used in lieu of a survey or property boundary description. Property descriptions must be obtained from surveys or deeds. For more information please contact the assessor's office of the municipality.

RESULTS: TAX MAP, GIS & RADIUS ABUTTER SEARCH TOWN OF RYE: WITHIN 100 FT OF 52 ELDRIDGE STREET

Date: October 27, 2015

OWNERNAME	PROPADDRESS	PROPCITY	PROPSZIP	PROPPRINTKEY	PROPSBL
Testa, Frank	52 Eldredge St	Port Chester	10573	142.61-1-5	1.42061E+19
Marin, Miguel	46 Eldredge St	Port Chester	10573	142.61-1-4	1.42061E+19
Radice, Daniel J.	306 Midland Ave	Port Chester	10573	142.53-1-10	1.42053E+19
Ramos, Alicia Rayford	14 Fawcett St	Port Chester	10573	142.61-1-12	1.42061E+19
Testa, Frank	312 Midland Ave	Port Chester	10573	142.61-1-6	1.42061E+19
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Mecca, Angelo	42 Eldredge St	Port Chester	10573	142.61-1-3	1.42061E+19
SR Holdings I, LLC,	38-40 Eldredge St	Port Chester	10573	142.62-1-37	1.42062E+19
Hinchey, Joseph	43 Eldredge St	Port Chester	10573	142.54-1-12	1.42054E+19
SR Holdings I, LLC,	12 Fawcett St	Port Chester	10573	142.61-1-11	1.42061E+19
Brogan, Nancy	9 Fawcett St	Port Chester	10573	142.61-1-9	1.42061E+19
305 Midland Realty, Corp.	305 Midland Ave	Port Chester	10573	142.61-1-8	1.42061E+19
Blue Mountain Partners LI	301 Midland Ave	Port Chester	10573	142.61-1-7	1.42061E+19
Lovallo, Joseph	45-47 Eldredge St	Port Chester	10573	142.53-1-12	1.42053E+19

VILLAGE OF PORT CHESTER

Board of Trustees

RECEIVED
Village of Port Chester

NOV 05 2015

Planning and Zoning

52 Eldredge Street Realty, LLC

Received

NOV 5 2015

Village Clerk
VILLAGE OF PORT CHESTER

Petition for Zoning Code and Map Amendment

Pursuant to VPC Zoning Code §345-34

Proposed: Residential RF2 to Retail District C1

***In Re: 52 Eldredge Street
52 Eldredge Street Realty, LLC
SBL: 142.61 – 1 – 5***

November 16, 2015

**Law Office of Anthony R. Tirone, Esq., P.C.
202 Mamaroneck Avenue, Suite #500
White Plains, New York 10601
914-686-7007**

INDEX

Petition for Zoning Code and Map Amendment Pursuant to VPC Zoning Code §345-34

52 Eldredge Street Realty, LLC

November 16, 2015

1. Notice of Hearing on Verified Petition to Change Zoning Code and Amend Zoning Map in the Village of Port Chester
2. Verified Petition
3. **Exhibit A:** Existing Tax Parcel Map for 52 Eldredge Street with Names and Addresses within 100 Feet of Property
4. **Exhibit B:** Proposed Tax Parcel Map
5. **Exhibit C:** Certificate of Occupancy issued 9/22/14
6. **Exhibit D:** 52 Eldredge Street Realty, LLC with the NYS Division of Corporations
7. **Exhibit E:** Rendering of Proposed New Structure
8. **Exhibit F:** Stormwater Management Plan & Drainage Analysis
9. **Exhibit G:** Village of Port Chester Comprehensive Plan Excerpts
10. **Exhibit H:** Short Environmental Assessment Form

Village Board of Trustees: Village of Port Chester
County of Westchester, State of New York

In the Matter of the Petition of Frank Testa as President of 52
Eldredge Street Realty, LLC, (“Petitioner”).

For an Amendment to the Zoning Designation and Zoning Map
of the Village of Port Chester, pursuant to Section 345-34 of the
Village of Port Chester Code, for the subject property located at
52 Eldridge Street and designated on the Tax Map as Section
142.61, Block 1, Lot 5.

**NOTICE OF HEARING ON
VERIFIED PETITION TO
CHANGE ZONING CODE
AND AMEND ZONING
MAP IN THE VILLAGE
OF PORT CHESTER**

NOTICE OF HEREBY GIVEN, pursuant to Section § 345-34 of the Village of Port
Chester Zoning Code, that a Petition by Frank Testa as Owner and President of 52 Eldredge
Street Realty, LLC, (the “Petitioner”), 52 Eldridge Street, Port Chester, New York 10573, to:
(1) Change the Zoning Designation for 52 Eldridge Street, Port Chester, New York (“Eldridge
Street Property”) from an R2F Residential Zoning District to a C1 Neighborhood Retail District;
and (2) Amend the Zoning Map to reflect the change in zoning. The Eldridge Street Property is
located solely in the Village of Port Chester, and is more particularly described as follows: Tax
Map Section 142.61, Block 1, Lot 5.

On November ^{16^{PM}} 2015, at 7:00 p.m., in the Village Justice Courtroom located at 350
North Main Street, 2nd Floor, Port Chester, New York, 10573, a Hearing will be held by the
Board of Trustees of the Village of Port Chester, State of New York upon said Petition.

Petitioner Frank Testa as Owner and President of 52 Eldredge Street Realty, LLC., seeks
to change the zoning code designation for the Eldridge Street Property shown on the Village of
Port Chester Tax Map as Section 142.61, Block 1, Lot 5, which is referenced in the Petition at
Exhibit A and is also known as “52 Eldridge Street”.

The subject property at 52 Eldridge Street is located within the R2F Residential Zoning District as indicated in the Zoning Map of the Village of Port Chester. Currently, the subject property is a buffer to the R2F Residential District abutting the C1 Retail District on the south and west borders and R2F properties on the north and east borders.

The Petitioner's main objective is to utilize the subject property as second floor office space comprising 1,630 square feet, and in accordance with Section 345-14 of the village code to create an accessory use as of right on the entire first floor as a private garage/off-street parking and overnight storage area for a maximum of six vehicles. Additional driveway parking would be available for up to four vehicles. The private parking garage would not be used for storage of used or new motor vehicles for sale or hire; nor, would the garage be used as a workshop, repair area, or anything other than the designated use described herein.

Wherefore, Petitioners request that the Board of Trustees change the zoning designation for 52 Eldridge Street from R2F Residential Zoning District to a C1 Neighborhood Retail District to accommodate the intended use of the property which would be in conformance with said designation. Upon approval by the Board, Petitioners also request an Amendment to the Zoning Map of the Village of Port Chester to reflect the change in zoning and/or new zoning code for the Eldridge Street Property.

The Members of the aforesaid governing Board of Trustees for the Village of Port Chester will meet at the time and place above specified and will receive information as well as hear any objections which may be presented against such Petition for Change in the Zoning Designation and Zoning Map, including but not limited to, any of the following demands:

- a.) That a person signing the Petition is not qualified to request the relief; or
- b.) That the Petition does not comply in form or content with the provisions of Section 345 of the Village of Port Chester Code; or
- c.) That the proposed change and/or amendment is not in the overall public interest;
or
- d.) That the proposed change would permit a use that is prohibited in the proposed zone.

BY ORDER OF THE TOWN BOARD
OF TRUSTEES OF THE VILLAGE OF PORT CHESTER
VILLAGE CLERK

DATED: November , 2015

**Village Board of Trustees: Village of Port Chester
County of Westchester, State of New York**

In the Matter of the Petition of Frank Testa as President of 52 Eldredge Street Realty, LLC, (“Petitioner”).

VERIFIED PETITION

For an Amendment to the Zoning Designation and Zoning Map of the Village of Port Chester, pursuant to Section 345-34 of the Village of Port Chester Code, for the subject property located at 52 Eldridge Street and designated on the Tax Map as Section 142.61, Block 1, Lot 5.

TO THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PORT CHESTER:

The Petitioner, Frank Testa as Owner and President of 52 Eldredge Street Realty, LLC, by its attorneys, The Law Office of Anthony R. Tirone, Esq. P.C., 202 Mamaroneck Avenue, Suite 500, White Plains, New York, 10601, as and for its Petition, alleges and states as follows:

INTRODUCTION

1. Frank Testa, as Owner and President of Eldredge Street Realty, LLC, submits this Petition, pursuant to § 345-34 of the Village of Port Chester Code, in connection with certain real property that Eldredge Street Realty, LLC owns at 52 Eldridge Street located in the Village of Port Chester, Town of Rye, State of New York, totaling approximately 0.098 acres and designated on the Village of Port Chester Tax Assessment Map as Section 142.61, Block 1, Lot 5 (“Eldridge Street Property”). The Eldridge Street Property is located in an R2F Residential Zone. It borders a C1 Neighborhood Retail Zone to its north and west and borders on an RF2

Residential Zone to its south and east.

2. Annexed hereto as **Exhibit A** is the “existing” Zoning Map which reflects the current zoning for the Eldridge Street Property and the surrounding C1 and R2F properties together with a list of the names and addresses of property owners immediately adjacent to and extending 100 feet from the subject property. The Eldridge Street Property can only be accessed via Eldridge Street. It’s calculated area is 0.098 acres.

3. Annexed hereto as **Exhibit B** is the proposed Zoning Map reflecting the requested change in zoning for the Eldridge Street Property.

4. Petitioners seek to change the zoning designation of the Eldridge Street Property, shown on the Village of Port Chester Tax Map as Section 142.6, Block 1, Lot 5, from an R2F Residential Zoning District to a C1 Neighborhood Retail Zoning District.

5. This requested change in the Zoning Map will create coherent lines and conformity within the Zoning Map and would serve to facilitate Petitioner’s objective of utilizing the Eldridge Street Property as an interior private parking and overnight storage garage for up to six automobiles on the entire first floor of the structure. The second floor would consist of 1,630 square feet of office space only that would be used by Frank’s Auto Body, a long-standing and profitable asset to the community with an auto repair business on the adjacent lot at 312 Midland Avenue, which is owned by Frank Testa. The new structure would include driveway space for off-street parking of four additional vehicles. Petitioner emphasizes, however, that the buildings on the respective properties would remain physically separate. The auto repairs would only take place at Frank’s Auto Body at 312 Midland Avenue while 52 Eldridge would be exclusively used for office-only operations and overnight storage of vehicles.

PRIOR USE OF THE SITE

6. In 2011, Mr. Frank Testa, individually, purchased the distressed, hazardous property at 52 Eldridge Street. At the time of Mr. Testa's purchase, 52 Eldridge Street was bank-owned, having been repossessed by the bank through foreclosure proceedings. The two-family residence was severely overcrowded with twenty-three residents and in significant disrepair to the extent that the expected cost of improvements and upgrades needed to make the property solvent, exceeded the value of the property.

7. On December 4, 2013, the Village of Port Chester issued Permit No. B-2013-596 to Frank Testa for demolition of the existing residential dwelling to the original foundation. The Certificate of Occupancy for said permit was issued on September 22, 2014, a copy of which is annexed hereto as **Exhibit C**.

8. On July 11, 2014, Frank Testa formed 52 Eldredge Street Realty, LLC and duly registered the entity as a domestic limited liability corporation under the laws of the State of New York. Annexed hereto as **Exhibit D** is the proof of registration of the corporation with the New York Department of State Division of Corporations.

9. On September 21, 2015, Frank Testa transferred the subject property to 52 Eldredge Street Realty, LLC by Quit Claim Deed, which was recorded in the Westchester County Clerk's Office on October 13, 2015.

EXISTING CONDITIONS

10. Presently, the Eldridge Street Property remains vacant pending the application to amend the zoning. The current R2F Zoning District does not allow for the use of the Eldridge

Street Property as either an office building/space or as a private garage for overnight storage or off-street parking.

11. Under the Village of Port Chester Code, these types of uses are permitted in a C1 Zoning District, pursuant to Village Code §345-47. Specifically, office or office building are permitted uses in a C1 Zoning District and a private garage for parking and overnight storage, in accordance with § 345-14, is permitted as an accessory as of right use in a C1 Zoning District, so long as there is no storage of new or used vehicles for sale or hire.

12. The adjacent auto body shop at 312 Midland Avenue lies within the C1 Neighborhood Retail District as does the property directly across the street on Eldridge Street. The other adjacent two properties are in the R2F Zone. The office space and overnight vehicle storage usages at 52 Eldridge Street will not be an expansion of Frank's Auto Body repair shop.

PROPOSED AMENDMENT

13. Petitioner proposes an amendment to the zoning code designating 52 Eldridge Street property as a C1 Neighborhood Retail District. It is important to note that Eldredge Street Realty, LLC., does not propose to expand the auto body workshop onto 52 Eldridge Street.

14. Petitioner proposes to construct a new structure for use as private interior parking, overnight storage, and office space only. While the proposed structure at 52 Eldridge Street would be contiguous with the current structure at 312 Midland Avenue, there would be no interior access from the current to the proposed structure, and no means of transferring vehicles between the two structures.

15. The proposed use of the property would entirely conform to C1 zoning requirements and be designed to further buffer between the C1 and R2F zones by building the

new structure as close to the adjacent C1 border as feasible. Annexed hereto as **Exhibit E** is a rendering of the proposed structure showing the location next to the existing adjacent C1 property.

16. Furthermore, the proposed use of the subject property would
 - i.) be consistent with the Village of Port Chester's Comprehensive Master Plan;
 - ii.) enhance the character of the adjoining R2F district,
 - iii.) alleviate existing traffic and parking issues;
 - iv.) have no negative impacts on the surrounding area, or on public works;
 - v.) provide an aesthetically pleasing structure that will visually complement and enhance the existing C1 zone.

17. In anticipation of new construction, Petitioner's engineer, Hudson Engineering & Consulting, P.C., has meticulously drafted a Storm Water Management Plan & Drainage Analysis dated June 26, 2015, a copy of which is annexed hereto as **Exhibit F** for reference.

18. Going forward, the Petitioner envisions working closely with the Planning Commission to mitigate the relationship between the residential and commercial district. Petitioner's proposal will provide enhancements by reducing traffic and parking demand in the immediate area and by constructing an aesthetically pleasing structure and landscaping that blends well with the surrounding residences. The result will be a more gradual cross-over from the business to residential district than previously existed or currently exists.

19. More specifically, Petitioner contemplates inserting a planting box that runs the entire length of the property at 52 Eldridge Street, thus creating a visually appealing barrier between the residential lots lining Eldredge Street. Moreover, at the recommendation of the Port

Chester Village Commission, Petitioner proposes to construct the structure to abut the rear of the lot, eliminating any opportunity for unsightly exterior storage and allowing the Village of Port Chester to ensure compliance with the Property Maintenance Code of the State of New York without entering onto the property.

BENEFITS TO THE PROPERTY OWNER AND THE PUBLIC

20. The proposed zoning change is compatible with the Village of Port Chester Comprehensive Master Plan (“Master Plan”) adopted on December 17, 2012. The Master Plan states that there are 1,300 businesses in the Village providing 18,600 jobs of which personal repair services is the second largest category of businesses (13.8%) and provides 6.9% of jobs. (See Master Plan at pages 108-9). In Chapter 12.3 the Master Plan’s Recommendation #1 is to: “Strengthen and expand economic opportunity and the Village’s tax base by focusing efforts on retaining and expanding existing businesses and attracting new businesses.” (See Master Plan at page 121). The relevant pages of the Master Plan dated December 17, 2012 are annexed hereto as **Exhibit G**.

21. Frank Testa, the President of 52 Eldredge Street Realty, LLC, is a longstanding Port Chester business-owner. Mr. Testa, as the owner of Frank’s Auto Body Shop at 312 Midland Avenue, has successfully run a small, well-known and well-respected business in the Village of Port Chester for decades. It is not uncommon for residents from surrounding communities to drop off their vehicles overnight.

22. The proposed use of the subject property serves to ensure that Frank’s Auto Body continues to thrive by providing the business with the space it needs to serve its existing customer base. The proposal is not to expand the business per se, but to alleviate congestion to

the benefit of the business and the residential zone abutting the business.

23. At present, limited overnight parking is available at Frank's Auto Body Shop for vehicles already serviced and awaiting pickup, or awaiting service at the shop. Vehicles are often lined up along the front of the shop on Eldridge Street, or just around the corner on Midland Avenue. The result is often a crowded street corner and a challenging work environment for Frank's Auto Body and its employees.

24. Frank's Auto Body has long sought additional parking areas for the business to improve working conditions and provide a better customer experience.

25. Acquiring the 52 Eldridge Street Property offers Petitioner the opportunity to create more parking for the auto body shop and to free up parking for the residential property owners in the vicinity. The proposed use will also enhance the residential character of the surrounding area near the corner of Eldridge Street and Midland Avenue as it will reduce or eliminate the need for overnight parking of cars awaiting service and/or pick-up. The result will be a cleaner, safer, less congested and more aesthetically pleasing corner for the residents of the Village of Port Chester and commuters alike.

26. Petitioner proposes to move the current office space at Frank's Auto Body from 312 Midland Avenue to the second floor of the proposed structure at 52 Eldridge Street. The business then contemplates utilizing the current office space and waiting area at 312 Midland Avenue as a customer service area only. The area dedicated to the current customer waiting area is in a very small and tight space. Combining the office space and current customer service area at Frank's Auto Body will create a larger space ideal for discussing the work performed on customers' vehicles and completing the business end of each transaction.

27. Amending the zoning to accommodate Frank's Auto Body business plans, would not negatively impact the adjoining residential areas or place a strain on existing Village services. The auto body shop and office operate during regular daytime business hours, including weekends. The anticipated structure and landscaping on the subject property will be designed so as to create an aesthetically pleasing transition from the auto body workshop facility and the surrounding residential properties. The proposed use places minimal demand on public facilities, as an office space and interior garage do not require heavy usage of electrical, sewer, water, refuse or other like public services.

SEQRA PROCESS

28. In accordance with the SEQRA regulations, the proposed rezoning is an Unlisted Action, as it does not meet Type 1 Action Thresholds.

29. A Short Form Environmental Form (Part 1) is attached hereto as **Exhibit H.**

RELIEF REQUESTED

In order to accommodate the proposed use, Petitioner respectfully requests that the Village Board of Trustees take the following actions:

- a.) Accept this Petition and refer this matter to the Village of Port Chester Planning Commission for report pursuant to Section 345-34 (D) of the Zoning Code;
- b.) Schedule, notice and conduct a public hearing on the Petition at the earliest possible date;
- b.) Declare its intention to serve as Lead Agency pursuant to the State Environmental Quality Review Act ("SEQRA") N.Y. ENVTL. CONSERV. LAW § 8-0101 et seq. (McKinney 2007), and adopt a Negative Declaration pursuant to SEQRA;

c.) Adopt the Zoning Code designation for the Eldridge Street Property shown on the Village of Port Chester Map as Section 142.61, Block 1, Lot 5; and

d.) Amend the Zoning Map to reflect the change in zoning for the 52 Eldridge Street Property in the C1 Neighborhood Retail District.

WHEREFORE, it is respectfully requested the instant matter be placed on the next available agenda of the Village Board and that the relief sought herein be, in all respects, granted.

Dated: October 27, 2015
White Plains, New York

Respectfully submitted,



Anthony R. Tirone

THE LAW OFFICE OF ANTHONY R. TIRONE, ESQ., P.C.

Attorneys for Petitioner

202 Mamaroneck Avenue, Suite 500

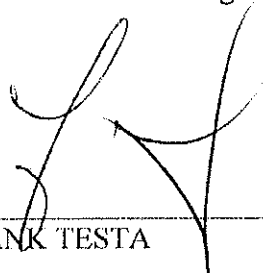
White Plains, New York 10601

(914) 686-7000

VERIFICATION

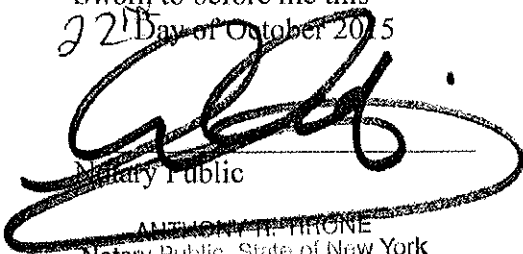
STATE OF NEW YORK)
) s.s.:
COUNTY OF WESTCHESTER)

FRANK TESTA, hereby deposes and says that he is the Owner and President of 52 Eldredge Street Realty, LLC, the Petitioner, and says that he has reviewed the foregoing Petition and authorizes the Law Office of Anthony R. Tirone, Esq., P.C., to submit the foregoing Petition to the Village of Port Chester Board on Petitioner's behalf.



FRANK TESTA

Sworn to before me this
22nd Day of October 2015



Notary Public

ANTHONY R. TIRONE
Notary Public, State of New York
No. 4978900
Qualified in Westchester County
Commission Expires 3/4/2019

EXHIBIT A

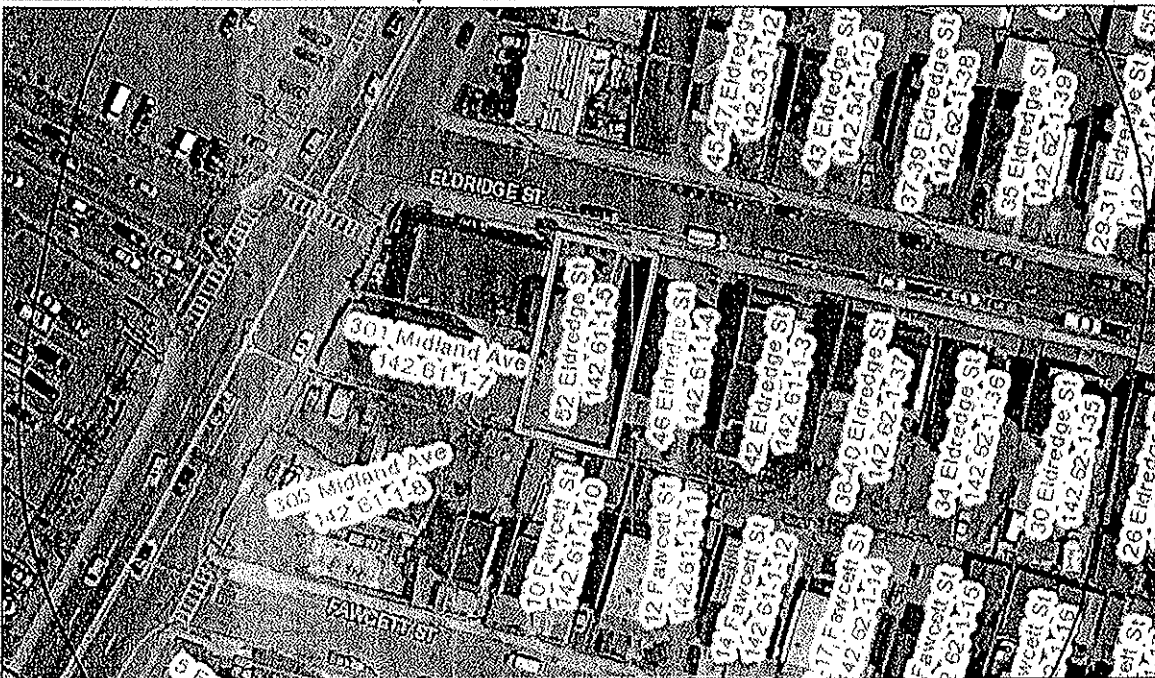
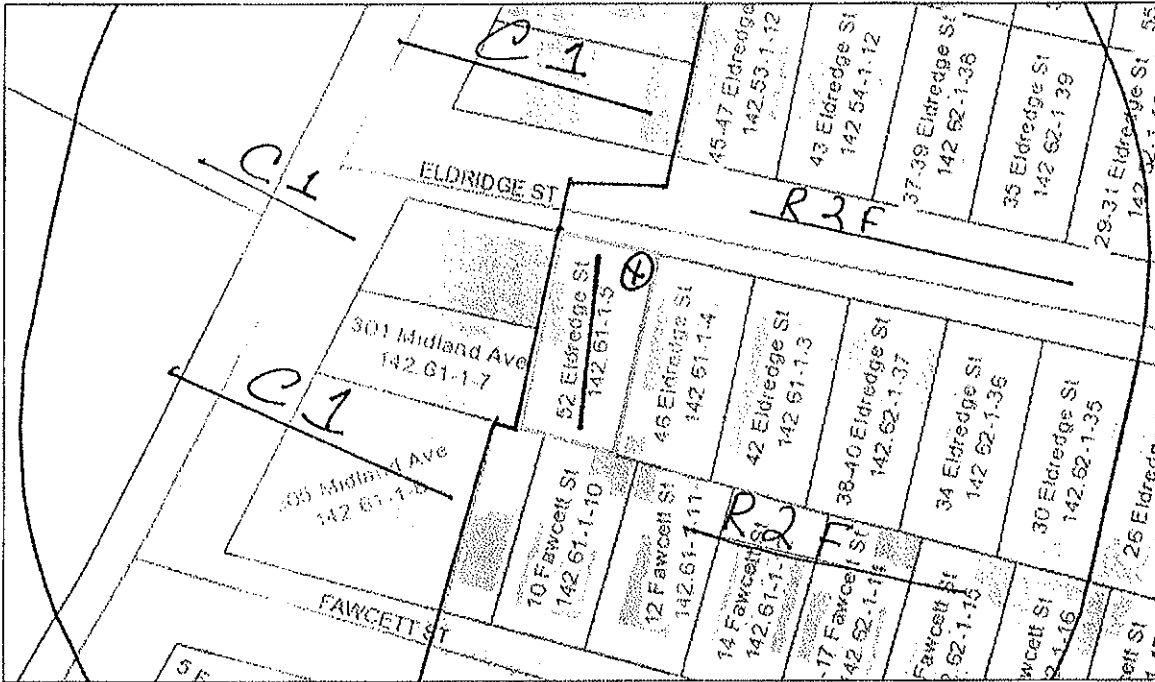
Tax Parcel Maps

~~EXISTING~~

Address: 52 Eldredge St

Print Key: 142.61-1-5

SBL: 1420610001005000000



Disclaimer:

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RESULTS: TAX MAP, GIS & RAADIUS ABOUTTER SEARCH TOWN OF RYE: WITHIN 100 FT OF 52 ELDRIDGE STREET
 Date: October 27, 2015

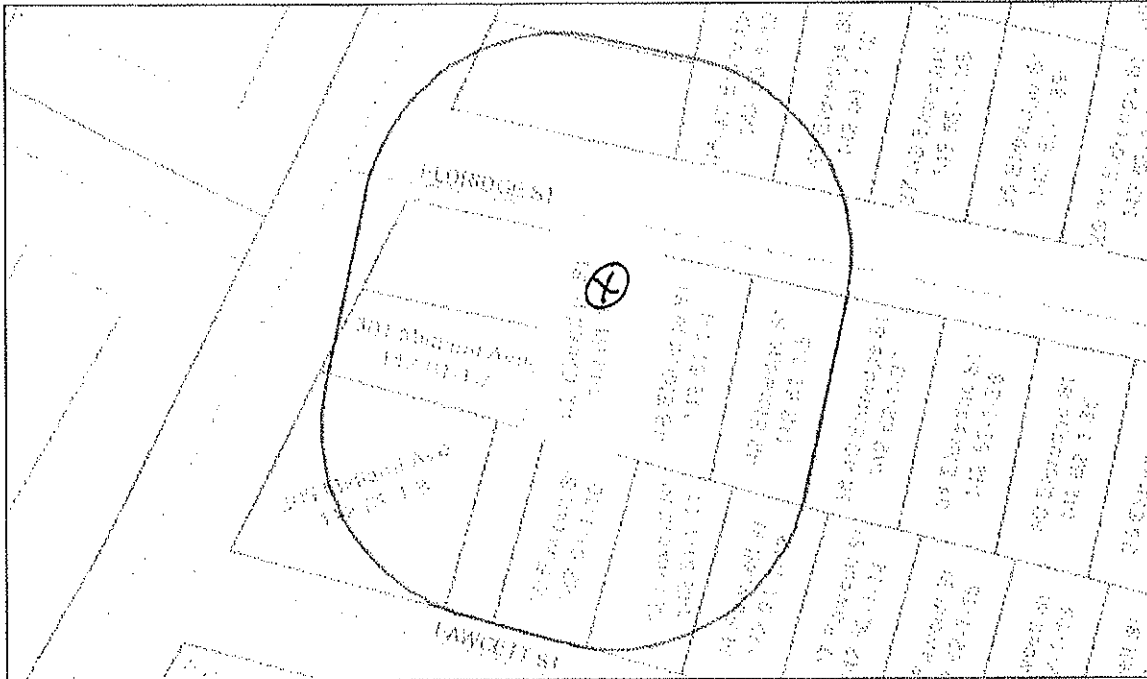
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SR Holdings I, LLC,	38-40 Eldredge St	Port Chester	10573	142.62-1-37	1.42062E+19
Hirchey, Joseph	43 Eldredge St	Port Chester	10573	142.54-1-12	1.42054E+19
SR Holdings I, LLC,	12 Fawcett St	Port Chester	10573	142.61-1-11	1.42061E+19
Brogan, Nancy	9 Fawcett St	Port Chester	10573	142.61-1-9	1.42061E+19
305 Midland Realty, Corp.	305 Midland Ave	Port Chester	10573	142.61-1-8	1.42061E+19
Blue Mountain Partners Ll	301 Midland Ave	Port Chester	10573	142.61-1-7	1.42061E+19
Lovaillo, Joseph	45-47 Eldredge St	Port Chester	10573	142.53-1-12	1.42053E+19

Tax Parcel Maps

Address: 52 Eldredge St

Print Key: 142.61-1-5

SBL: 14206100010050000000



Disclaimer:

This tax parcel map is provided as a public service to Westchester County residents for general information and planning purposes only, and should not be relied upon as a sole informational source. The County of Westchester hereby disclaims any liability from the use of this GIS mapping system by any person or entity. Tax parcel boundaries represent approximate property line location and should **NOT** be interpreted as or used in lieu of a survey or property boundary description. Property descriptions must be obtained from surveys or deeds. For more information please contact the assessor's office of the municipality.

EXHIBIT B

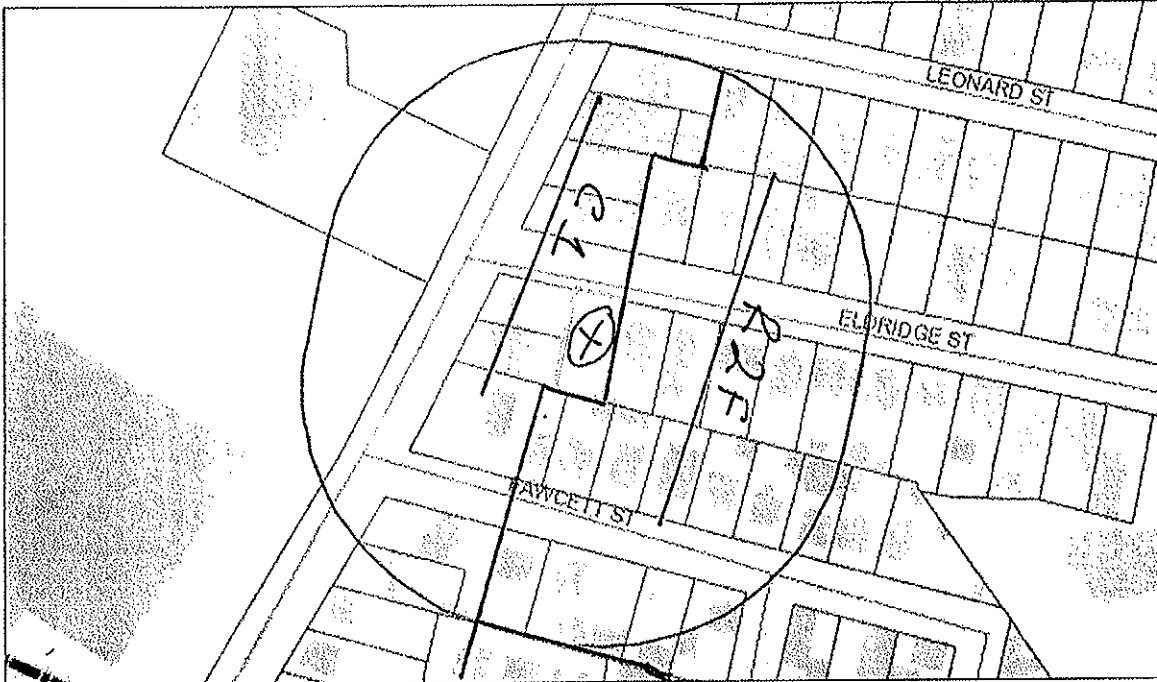
Tax Parcel Maps

- PROPOSED -

Address: 52 Eldredge St

Print Key: 142.61-1-5

SBL: 14206100010050000000



Disclaimer:

This tax parcel map is provided as a public service to Westchester County residents for general information and planning purposes only, and should not be relied upon as a sole informational source. The County of Westchester hereby disclaims any liability from the use of this GIS mapping system by any person or entity. Tax parcel boundaries represent approximate property line location and should NOT be interpreted as or used in lieu of a survey or property boundary description. Property

EXHIBIT C



BUILDING DEPARTMENT
 Village of Port Chester
 222 Grace Church Street, Port Chester, NY 10573
 914-939-5203

Date Issued: 9/22/2014

CERTIFICATE OF OCCUPANCY

This is to certify that the new construction and proposed use of premises described below have been duly inspected and approved for occupancy as stated herein.

To the best of my knowledge the new construction and proposed use comply with the provisions of all laws and ordinances of the State of New York and the Village of Port Chester enforced by the Building Department.

It is specifically understood that this certificate becomes null and void when secured through fraud or by reason of latent violation not ascertainable at the time of inspections or when changes in use, construction, or building service equipment that is controlled by the Building code, are made without Building Department approval.

DATE PERMIT ISSUED: 12/4/2013 PERMIT NO.: B-2013-596 DATE OF OCCUPANCY: 9/22/2014

PERMISSION GRANTED TO: Frank Testa

ADDRESS: 52 Eldredge St

SECTION-BLOCK-LOT: 142.61-1-5

OF NEW ROOMS: BATHS: LAVATORIES: CONST. TYPE NO. 5-B
 BLDG. OR ADDITION SQ. FT.: NO. OF STORIES: HEIGHT:
 FOUNDATION: ROOF: VALUATION OF WORK: 10000.00

FEES PAID:

Residential CO - 1 and 2 Family Dwelling	\$100.00
Total:	\$100.00

REMARKS AND AMENDMENTS:

Certificate of Occupancy issued for demolition of an existing residential dwelling to original foundation.

[Signature]
 BUILDING INSPECTOR

EXHIBIT D

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through July 15, 2014.

Selected Entity Name: 52 ELDREDGE STREET REALTY, LLC

Selected Entity Status Information

Current Entity Name: 52 ELDREDGE STREET REALTY, LLC

DOS ID #: [REDACTED]

Initial DOS Filing Date: JULY 11, 2014

County: WESTCHESTER

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O FRANK TESTA

[REDACTED]
CARMEL, NEW YORK, 10512

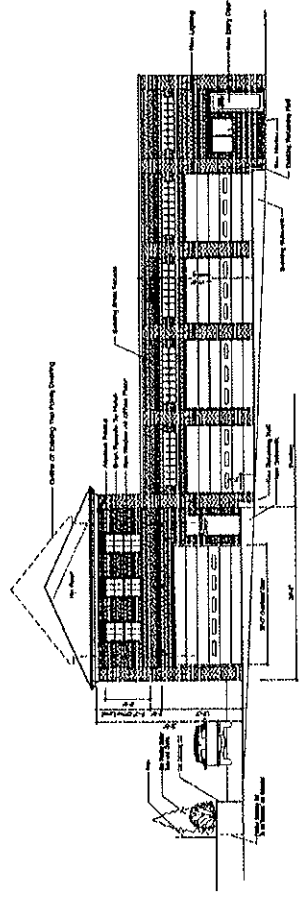
Registered Agent

NONE

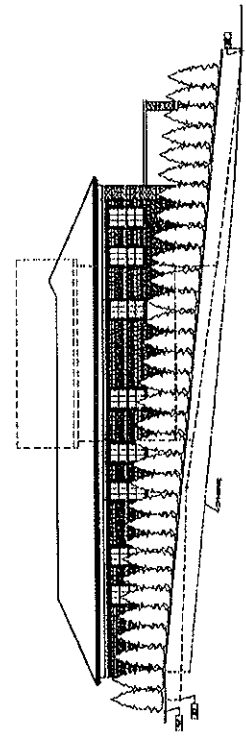
This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by viewing the certificate.

*Stock Information

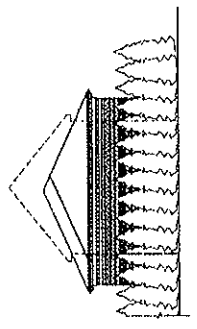
EXHIBIT E



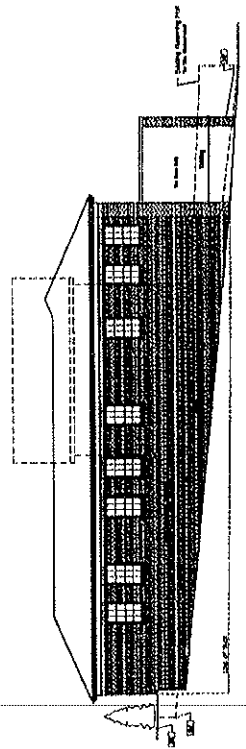
North Elevation
Scale: 1/8" = 1'-0"



View From Adjacent Property
East Elevation
Scale: 1/8" = 1'-0"



South Elevation
Scale: 1/8" = 1'-0"



East Elevation
Scale: 1/8" = 1'-0"

EXHIBIT F

**STORMWATER MANAGEMENT
PLAN & DRAINAGE ANALYSIS
52 Eldridge Street
Village of Port Chester - New York**

INTRODUCTION

This Stormwater Management Plan presents the proposed Best Management Practices (BMPs) to control erosion and sedimentation and manage stormwater during and upon construction of a proposed building at 52 Eldridge Street in the Village of Port Chester, Westchester County, New York.

This Plan consists of this narrative and a plan set entitled: "Proposed Additions & Alterations, Frank's Auto Body, 52 Eldridge Street, Village of Port Chester, Westchester County - New York", all as prepared by Hudson Engineering and Consulting, P.C., Tarrytown, New York, last revised June 26, 2015. Since the project disturbance is less than one acre the New York State Department of Environmental Conservation [NYSDEC] stormwater regulations are not applicable.

METHODOLOGY

The stormwater analysis was developed utilizing the Soil Conservation Service (SCS) TR-20 methodologies (HydroCad®) to assist with the drainage analysis and design of the mitigation practice. The "Complex Number" (CN) value determination is based on soil type, vegetation and land use. The time of concentration (T_c) is determined by calculating the time required for runoff to travel from the most hydrologically distant point of the watershed to the point of collection. The CN and T_c data is input into the computer model. The project site is then modeled for the peak rates of runoff from the required extreme storm event(s).

The stormwater management design is based on the NYSDEC "New York State Stormwater Management Design Manual", latest edition and "Controlling Urban Runoff: A Practical Manual for Planning and Designing Urban BMP's", by the Metropolitan Washington Council of Governments.

PRE-DESIGN INVESTIGATIVE ANALYSIS

A pre-design investigative analysis was performed by TRC Engineers, Inc. on November 30, 2012 including percolation and deep holes tests in the locations shown on the plans. A series of percolation tests were performed in the vicinity of the potential stormwater mitigation practice at [TP-1] and [TP-2] until constant rates were achieved, their results as follows:

- TP-1: A percolation rate of 10-minutes per inch (6-inch per hour) was observed.
- TP-2: A percolation rate of 7.60-minutes per inch (7.89-inches per hour) was observed.

Two (2) deep test holes were excavated and labeled TP-1 and TP-2, as shown on the plans.

- TP-1 was excavated to a depth of 84-inches. The test revealed coarse sand to the invert. No groundwater or ledge rock was encountered.
- TP-2 was excavated to a depth of 84-inches. The test revealed mixed sands to the invert. No groundwater or ledge rock was encountered.

Note, since the depths at which the test holes were excavated was not deep enough to verify adequate separation from ledge rock and/or groundwater is available, the data was not utilized for the design.

PRE-DEVELOPED CONDITION

In the pre-developed condition, the site is modeled as one watershed, [Watershed 1].

[Watershed 1] contains a tributary area of approximately 5,076 square feet, which includes 1,797 square feet of pervious area, in the form of lawn and landscaping, and 3,279 square feet of impervious area, in the form of patio and walkways. The weighted Complex Number (CN) value is calculated as 90 and the Time of Concentration (Tc) is calculated as 3.6 minutes. The runoff flows overland in a northerly direction and exits the property onto Eldridge Street where it runs along the curb and enters the existing municipal drainage system at the intersection of Eldridge Street and Midland Avenue.

Existing stormwater runoff rates were calculated for [Watershed 1] at design point [DP-1] for the 1, 2, 10, and 25-year Type III – 24-hour extreme storm events.

Pre-Developed Stormwater Runoff Rates (cubic feet per second)

Storm Event	1 Year	2 Year	10 Year	25 Year
DP-1	0.27	0.35	0.57	0.74

See Watershed Maps contained herein.

POST-DEVELOPED CONDITION

In the post-developed condition, the project site is again modeled as one watershed [Watershed 1].

[Watershed 1] contains a tributary area of approximately 5,076 square feet, which now includes 4,611 square feet of impervious area in the form of the proposed roof, driveway, and walkway areas, and 465 square feet of pervious area in the form of lawn and landscaping. The watershed has a weighted CN value of 96 and a calculated T_c of 1.0 minutes (direct entry). The runoff from this watershed is conveyed via a comprehensive on-site drainage system to an attenuation gallery consisting of twenty-two (22) linear feet of 48-inch solid walled HDPE (N-12) pipe. Flow control is provided via three staged orifices and the attenuated runoff is conveyed via a 10-inch HDPE pipe to a proposed catch basin to be located in Eldridge Street immediately adjacent to the property which is to be connected to an existing municipal catch basin on the corner of Eldridge Street and Midland Avenue.

Total runoff rates for the post developed condition are shown below.

Post-Developed Stormwater Runoff Rates
(cubic feet per second)

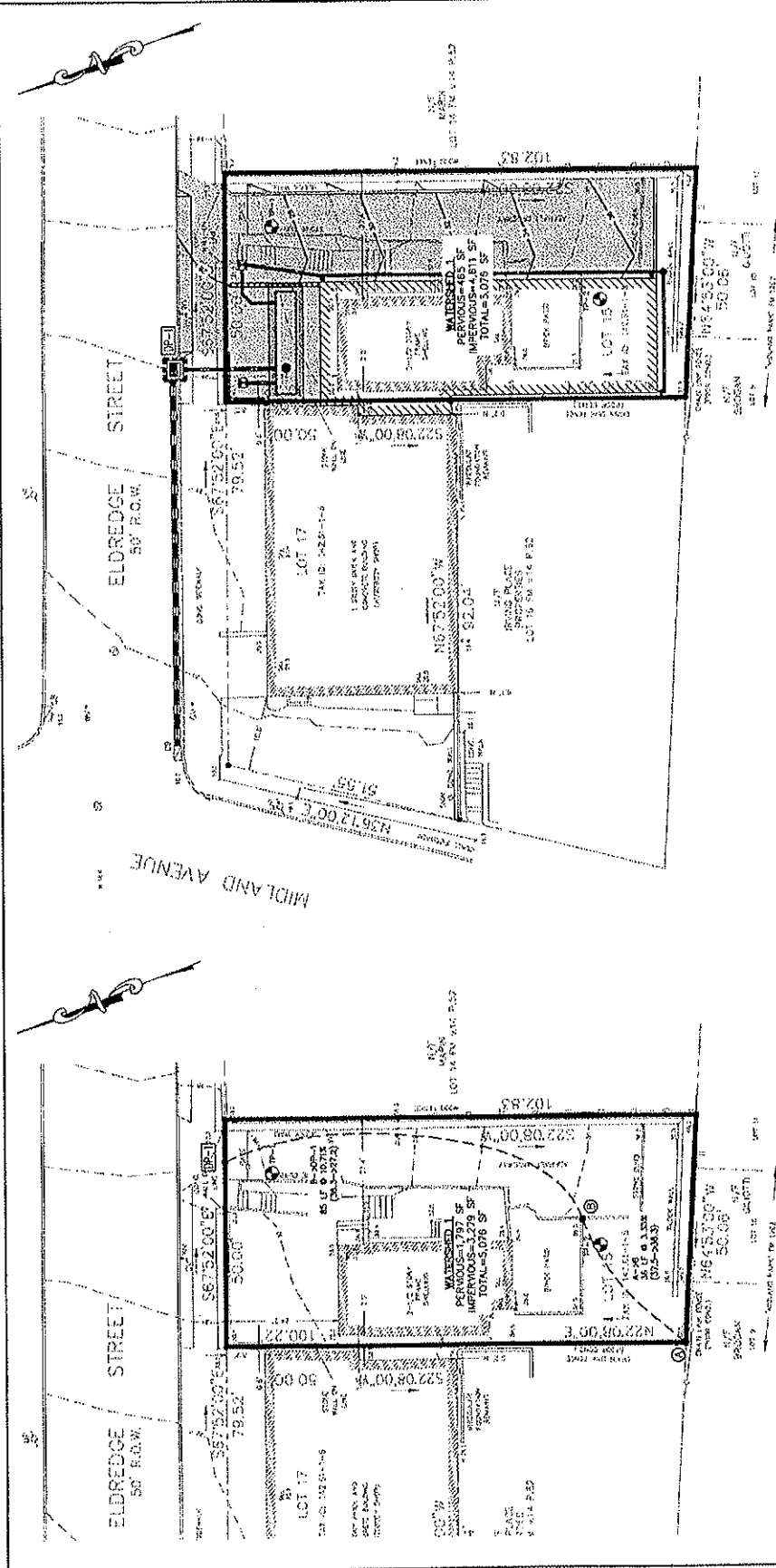
Storm Event	1 Year	2 Year	10 Year	25 Year
DP-1	0.25	0.35	0.52	0.73

See Watershed Maps contained herein.

The proposed post-developed conditions for the site reduce or equal the stormwater runoff rates of the pre-developed conditions at design point [DP-1].

CONCLUSION

The stormwater management plan proposed meets all the requirements set forth by the Village of Port Chester. Design modification requirements that may occur during the approval process will be performed and submitted for review to the Village of Port Chester.



PROPOSED WATERSHED

EXISTING WATERSHED

PROPOSED ADJUSTIONS & ALTERATIONS
 FRANKS AUTO BODY
 52 ELDRIDGE STREET
 VILLAGE OF PORT CHESTER
 WESTCHESTER - NEW YORK
 WATERSHED ANALYSIS

HIC
 HUDSON ENGINEERING
 CONSULTING, P.C.
 110 Westchester Avenue
 Westchester, NY 10598
 Tel: 914.917.1100
 Fax: 914.917.1101
 www.hudsoneng.com

WS-1

52 ELDRIDGE STREET WATERSHED
 INFORMATION PROVIDED BY TRC
 ENGINEERS, INC. DATED AUGUST, 2013

GRAPHIC SCALE
 1" = 50'

1/8" = 10'
 1/4" = 20'
 1/2" = 40'
 3/4" = 60'
 1" = 80'
 1 1/4" = 100'
 1 1/2" = 120'
 1 3/4" = 140'
 2" = 160'
 2 1/4" = 180'
 2 1/2" = 200'
 2 3/4" = 220'
 3" = 240'
 3 1/4" = 260'
 3 1/2" = 280'
 3 3/4" = 300'
 4" = 320'
 4 1/4" = 340'
 4 1/2" = 360'
 4 3/4" = 380'
 5" = 400'

1/8" = 10'
 1/4" = 20'
 1/2" = 40'
 3/4" = 60'
 1" = 80'
 1 1/4" = 100'
 1 1/2" = 120'
 1 3/4" = 140'
 2" = 160'
 2 1/4" = 180'
 2 1/2" = 200'
 2 3/4" = 220'
 3" = 240'
 3 1/4" = 260'
 3 1/2" = 280'
 3 3/4" = 300'
 4" = 320'
 4 1/4" = 340'
 4 1/2" = 360'
 4 3/4" = 380'
 5" = 400'

EXHIBIT G

VILLAGE OF PORT CHESTER COMPREHENSIVE PLAN

Village of Port Chester,
New York

Board of Trustees
Mayor Dennis G. Pilla
Daniel Brakewood
John Branca
Bart Didden
Joseph D. Kenner
Luis Marino
Saverio Terenzi

Village of Port Chester
Village Hall
222 Grace Church Street
Port Chester, NY 10573

Prepared by:
BFJ Planning
115 Fifth Avenue
New York, NY 10003
212.353.7474
www.bfjplanning.com

In association with:
Urbanomics

Adopted by the
Board of Trustees on:

December 17, 2012

Table 12-1
Annual Employment by Industry, Westchester County, 2009

Industry	Number	Percent
Agriculture, Forestry, Fishing Hunting	370	0.09%
Utilities	3,026	0.76%
Construction	21,093	5.29%
Manufacturing	14,880	3.73%
Wholesale Trade	14,213	3.56%
Retail Trade	46,845	11.75%
Transportation and Warehousing	10,161	2.55%
Information	10,541	2.64%
Finance and Insurance	17,836	4.47%
Real Estate and Rental and Leasing	8,831	2.21%
Management of Companies and Enterprises	9,308	2.33%
Administrative and Waste Services	19,729	4.95%
Educational Services	15,405	3.86%
Health Care and Social Assistance	65,624	16.46%
Arts, Entertainment, and Recreation	9,035	2.27%
Accommodation and Food Services	24,229	6.08%
Other Services	19,087	4.79%
Government	63,501	15.93%
Unclassified	1,011	0.25%
Total, All Private	335,235	84.07%
Total, All Industries	398,736	100.00%

Source: 2005-2009 American Community Survey 5-Year Estimates

The Village of Port Chester borders Fairfield County in southwestern Connecticut. The South Western Regional Planning Agency (SWRPA) describes the region as “the economic engine of Connecticut,” with an economy built on a foundation of large international corporations, exceptional regional and local retail centers, and a strong professional services sector.” Indeed, southwestern Connecticut has become much like Westchester County one of the country’s premier suburban corporate centers, supported by a well-educated workforce, good accessibility, and the fact that the region is home to many top executives.

Westchester County’s economic development plan identifies six targeted industry clusters, as shown in Table 12-2. Each cluster is cultivated with a unique approach based on its needs. The County works with a variety of businesses and industries, however, and its diversified economy is a key asset.

Table 12-2
Targeted Industry Clusters in Westchester County

Cluster	Comments
Biotechnology	Nearly 20% of NYS biotech workforce is in Westchester. Complemented by the presence of premiere medical and research institutions (e.g. Westchester Medical Center, New York Medical College).
Education	Higher education provides upwards of 10,000 skilled jobs in Westchester
Headquarters and Corporate Services	Westchester's assets include proximity to NYC, an excellent transportation system, high-tech infrastructure, and quality of life. Sector accounts for >45,000 jobs and 170 businesses, more than a dozen of which are in the Fortune 500.
Information Technology	>900 technology-related businesses, including software firms, Internet service providers, and telecom companies, employing ~14,000 professionals
Manufacturing	Diverse sector includes firms in printing, chemicals and pharmaceuticals, computers and electronics, textiles, and food and beverage.
Tourism	Employs >30,000 people and has a significant economic impact; considered a critical part of Westchester's economic growth strategy.

Source: Westchester County Office of Economic Development, http://economic.westchestergov.com/business_clusters

In Westchester County overall, the retail market is thriving after years as an underserved area. Much of the retail growth has occurred in cities such as White Plains, Yonkers and New Rochelle. The development of the Waterfront at Port Chester is also credited with bringing regional and national retailers to the County. Yet one of the region's largest shopping malls is not in Westchester County at all, but in nearby Stamford, Connecticut, where retailers recognized the opportunities presented by this affluent area.

Despite the competition from outlying shopping centers and big box stores, existing commercial centers in some parts of the region – for example, downtown White Plains – remain viable, while others have undergone revitalization.

12.2 ECONOMIC DEVELOPMENT IN PORT CHESTER

Table 12-3 presents 2007 estimates of businesses and employment by industry in Port Chester. According to the available information, there are nearly 1,300 business establishments with 8,600 jobs in Port Chester. The Village's approximately 400 retail trade and personal and repair services businesses comprise nearly one-third of all establishments as well as one-third of the employment in Port Chester. (The personal and repair services category includes hair and nail salons, automotive repair, and dry cleaners, among others.) Construction – e.g. contractors, carpenters, bricklayers, plumbers, electricians – also serves as a significant source of employment.

12.3 RECOMMENDATIONS

Recommendation #1: Strengthen and expand economic opportunity and the Village's tax base by focusing efforts on retaining and expanding existing businesses and attracting new businesses.

- » Maintain an inventory of existing businesses and identify and quantify the existing job base.
- » Preserve existing commercial and light industrial areas.
- » Retain ratable properties in the Village.
- » Encourage ground floor retail throughout the Downtown Business District.
- » Establish and support a Commercial Development Grant/Loan Program.
- » Support the Port-Chester-Rye Brook-Rye Town Chamber of Commerce in its effort to advance the business environment and economic development of the Port Chester community.
- » Work with the Port Chester Industrial Development Agency to establish an Industrial Retention and Expansion (IRE) Program to assist local manufacturing companies.
- » Identify methods and agencies to seek input from businesses and industries addressing individual needs to improve profitability, performance and encourage existing business retention throughout the Village.
- » Focus economic development initiatives within the Downtown Business District.
- » Leverage public and private funding sources to strengthen financial and technical assistance programs that support Downtown and neighborhood businesses.
- » Identify target industries for job growth and support the development of spaces for job growth.
- » Continue to encourage restaurant development in the downtown.
- » Promote "entertainment" and performing arts- type" development (theaters) through branding efforts ("Entertainment Capital of Westchester). This effort could be initiated in tandem with the anticipated reopening of the historic Capitol Theatre in mid-2012.

EXHIBIT H

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

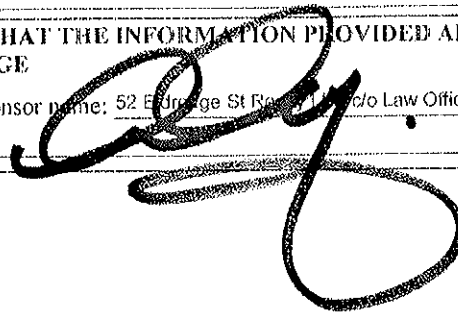
Part 1 - Project and Sponsor Information			
52 Eldredge Street Realty, LLC c/o Law Office of Anthony R. Tirone, Esq., P.C.			
Name of Action or Project: Zoning Amendment for 52 Eldridge Street, Port Chester, New York 10573			
Project Location (describe, and attach a location map): 52 Eldridge Street, Port Chester, New York near the corner of Midland Avenue between 312 Midland Avenue and 46 Eldridge Street.			
Brief Description of Proposed Action: The proposed action involves making a zoning map amendment to include 52 Eldridge Street in the C1 Retail District. Presently, the property is located in the R2F Residential Zone. It borders C1 properties on the Midland Avenue side and across the street and R2F properties on the other two borders. The reason for the proposed change is to reflect the desired use of 52 Eldridge Street as office space and private indoor parking and overnight storage of no more than six vehicles.			
Name of Applicant or Sponsor: Eldredge Street Realty, LLC c/o Law Office of Anthony R. Tirone, Esq., P.C.		Telephone: (914) 686-7007 E-Mail: arty@artironelaw.com	
Address: 202 Mamaroneck Avenue, Suite 500			
City/PO: White Plains		State: New York	Zip Code: 10601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Planning Commission approval and Building Department permit		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		0.098 acres	
b. Total acreage to be physically disturbed?		0.098 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0.098 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): C1 and R2F			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <small>Storm Water Management Plan & Drainage Analysis, June 26, 2015 submitted as Exhibit G to Zoning Amendment Petition dated October 27, 2015</small>			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: 52 Edwidge St Room 1111 c/o Law Office Anthony R. Tirone Date: October 27, 2015

Signature: 

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



Streets

Aerials

142.53-1-4

142.53-1-7

142.53-1-8

142.53-1-9

142.53-1-3

142.53-1-10

142.53-1-11

142.53-1-12

142.54-1-1

Midland Ave
Eldredge St

52 Eldredge St, Port Chester, NY, 10573

142.61-1-6

142.61-1-7

142.61-1-8

142.61-1-4

142.61-1-3

142.61-1-2

142.61-1-2

142.61-1-5

142.61-1-9

142.61-1-10

142.61-1-11

142.61-1-12

142.62-1-1

Midland Ave

Fawcett St

142.61-1-17

142.61-1-16

0 30 60ft

Sources: Esri, HERE, DeLorme, USGS, Int

Initial Extent

Zoom In

Zoom Out

Show Overview Map

Agency Use Only (If applicable)

Project:

Date:

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

**PUBLIC COMMENTS
AND
BOARD COMMENTS**

**PROPOSED
EXECUTIVE SESSION**